



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING

May 20, 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. PRESENTATIONS AND PROCLAMATIONS**
 - A. Florida Department of Transportation (FDOT) Projects Update
 - 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & CONSENT AGENDA ITEMS**
 - 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - May 6, 2025
 - 7. COMMUNITY REDEVELOPMENT AGENCY**
 - A. **RESOLUTION NO. 2025-72:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN MEDIANS LANDSCAPE RENOVATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**
Staff Contact: *Alex Schumann, City Engineer, (386) 676-3302*

- B. **RESOLUTION NO. 2025-91:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8B)**

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

8. **CONSENT AGENDA**

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

- A. **RESOLUTION NO. 2025-72:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN MEDIANS LANDSCAPE 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. 2025-91:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2025-92:** A RESOLUTION RE-APPOINTING A MEMBER TO SERVE ON THE VOLUSIA GROWTH MANAGEMENT COMMISSION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2025-93:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE, YARD WASTE, RECYCLING AND ROLL-OFF COLLECTION AND DISPOSAL SERVICES BETWEEN THE CITY OF ORMOND BEACH AND WASTE PRO OF FLORIDA, INC.; AUTHORIZING THE EXECUTION OF A SETTLEMENT AND RELEASE OF CLAIMS AND

PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2025-94:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE FORD F550 DUMP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 23-VEH21.1; DECLARING VEHICLE #252 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2025-95:** A RESOLUTION ACCEPTING THE PROPOSAL OF OPERATIONAL TECHNICAL SERVICES, LLC REGARDING TEMPORARY STAFFING SERVICES FOR THE CITY'S UTILITY DIVISION; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **Riverside Drive Closures Fiscal Year 2024-2025 Revised**

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

Disposition: Approve as recommended in the City Manager staff report dated May 20, 2025.

- H. **Construction & Demolition Franchise Renewal, Hubbard Construction Company**

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

Disposition: Approve as recommended in the City Manager staff report dated May 20, 2025.

- I. **RFP - Fire Hydrant Maintenance and Repair**

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

Disposition: Approve as recommended in the City Manager staff report dated May 20, 2025.

- J. **RFP - Agent of Record Property and Casualty Insurance**

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

Disposition: Approve as recommended in the City Manager staff report dated May 20, 2025.

- K. **Letter to the Federal Aviation Administration Regarding Airport Land Use Proposals**

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

Disposition: Approve as recommended in the City Manager staff report dated May 20, 2025.

L. City Manager's Monthly Report, May 2025

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

Disposition: Accept as information as recommended in the City Manager staff report dated May 20, 2025.

9. PUBLIC HEARINGS

- A. ORDINANCE NO. 2025-19:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ENCLAVE SUBDIVISION"; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. ORDINANCE NO. 2025-20:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "FOUNTAIN VIEW, PHASE 1C" SUBDIVISION, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

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

May 6, 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 Managers Claire Whitley and Shawn Finley, 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. General Ernest Audino
 - B. National Police Week
 - C. 2025 Mayor's Health & Fitness Challenge Awards
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & CONSENT AGENDA ITEMS**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - April 15, 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. 2025-86:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE COUNTY OF VOLUSIA UNDER THE FISCAL YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FUNDING ASSISTANCE FOR IMPROVEMENTS TO SANCHEZ PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Loretta Moisio, Grants Coordinator, (386) 676-3315*
 - B. **RESOLUTION NO. 2025-87:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO THE DESIGN OF A PIER AND GAZEBO AT FORTUNATO PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Alex Schumann, City Engineer, (386) 676-3302*
 - C. **RESOLUTION NO. 2025-88:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE

GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO THE DESIGN OF A PIER AND GAZEBO AT RIVIERA PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2025-89:** A RESOLUTION ACCEPTING A BID FROM MERRELL BROS, INC. FOR WATER RECLAMATION FACILITY BIOSOLIDS TREATMENT AND DISPOSAL SERVICES UNDER BID NO. 2025-20; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2025-90:** A RESOLUTION ACCEPTING THE PROPOSAL OF ATLANTIC PIPE SERVICES, LLC REGARDING A SANITARY SEWER INFLOW & INFILTRATION SURVEY; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **Intent to Bid - CDBG Central Park Trail**

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

Disposition: Approve as recommended in the City Manager staff report dated May 6, 2025.

- G. **Intent to Bid - Laboratory Testing Services**

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

Disposition: Approve as recommended in the City Manager staff report dated May 6, 2025.

- H. **Intent to Bid - Airfield Pavement Rejuvenation and Remarketing Project**

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

Disposition: Approve as recommended in the City Manager staff report dated May 6, 2025.

- I. **2025 Floodplain Management Annual Progress Report**

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

Disposition: Approve as recommended in the City Manager staff report dated May 6, 2025.

8. **SECOND READING OF ORDINANCES**

- A. **ORDINANCE NO. 2025-18:** AN ORDINANCE AMENDING SECTION 17-5, RESERVED, OF CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES; BY ADDING A NEW SECTION TITLED, PRESERVATION OF PUBLIC SPACES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Randy Hayes, City Attorney, (386) 236-2000

9. **REPORTS, SUGGESTIONS, REQUESTS**

10. **ADJOURNMENT**

MINUTES

Item #1 – Meeting Call to Order

Mayor Leslie called the meeting to order at 7:04 p.m.

Item #2 – Invocation

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

Item #3 – Pledge of Allegiance

Mayor Leslie led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – General Ernest Audino

Mayor Leslie presented a proclamation and City Coin to General Ernest Audino for his work within the community.

Item #4B – National Police Week

Mayor Leslie presented the Ormond Beach Police Department with a proclamation in honor of National Police Week. He proclaimed May 11-17, 2025, as National Police Week and encouraged residents to join in honoring the thousands of men and women who made the supreme sacrifice with their lives to protect the freedom of others.

Item #4C – 2025 Mayor's Health & Fitness Challenge Awards

Mayor Leslie thanked the sponsors of the 2025 Mayor's Health and Fitness Challenge including Advent Health, Florida Health Care Plans, and Halifax Health; and Wellness Sponsors including Astro Skate Ormond Beach, FL Gutz, Golds Gym, Jazzercise, Larry's Giant Subs, New Journey Chiropractic, Nolin Nutrition, Ormond Beach Yoga, Ormond Beach MainStreet, and Prime IV Hydration & Wellness. He announced the winners from each age group including Mr. Eric Ross, Ms. Sara Dionne, Mr. Felipe Manolas, Ms. Noel Eaton, Commissioner Sargent, Ms. Marcella Miller, Mr. Wiley White, Ms. Loucine Kirakossian, and Ms. Leslie McDonald.

Item #5 – Audience Remarks

Ms. Barbara Ward, 757B Flamingo Drive, expressed concerns regarding storm-drain conditions in her neighborhood.

Commissioner Sargent indicated the neighborhood had a private Homeowners Association (HOA) and staff was already working with them to determine if the city could assist.

Mr. Bill Milano, 4779 South Atlantic Avenue, Ponce Inlet, 32127, discussed the city's relationship with the First Step Homeless Shelter and potential loss of funding. He reviewed the success of the shelter and encouraged the continued partnership.

Commissioner Tolland expressed support for the shelter and highlighted their contributions to the community.

Commissioner Deaton voiced concerns regarding comments on the loss of funding, noting her support for the shelter.

Mr. Salvatore Gentile, 1323 Bangor Drive, stated he was a disabled veteran and noted the need for support regarding National Military Appreciation Month during the month of May.

Commissioner Tolland requested Public Information Officer Jenn Elston provide her contact information to Mr. Gentile.

Ms. Jennifer Bright, 221 Arlington Way, expressed concerns with public bid meetings being scheduled before the coinciding agenda items were approved by the City

Commission. She discussed a Public Record request she had submitted regarding the City Commission’s goal setting workshops.

Mr. Victor Cesari, 738B Flamingo Drive, stated he was an HOA board member for his neighborhood and expressed concerns regarding the storm-drains. He discussed the planned work from the HOA on the storm-drains and the city staff he worked with.

Ms. Victoria Falberg, 1133 Ocean Shore Boulevard, expressed concerns regarding the potential loss of funding from the city for the First Step Shelter. She provided statistics from the shelter and discussed the partnership with the city.

Item #6 – Approval of Minutes

Mayor Leslie advised the minutes from the April 15, 2025, City Commission meeting were sent to the Commission for review and posted on the city’s website for public viewing. He asked if there were any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the April 15, 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 Sargent moved, seconded by Commissioner Briley, 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

No comments on the Consent Agenda.

Item #8 – Second Reading of Ordinances

Item #8A – Ordinance Regarding the Preservation of Public Spaces

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-18
AN ORDINANCE AMENDING SECTION 17-5, RESERVED, OF CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES; BY ADDING A NEW SECTION TITLED, PRESERVATION OF PUBLIC SPACES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Ordinance No. 2025-18, on second 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 #10 – Reports, Suggestions, Requests

Events, Updates, and Requests

Ms. Joyce Shanahan, City Manager, provided details on upcoming meetings, workshops, events, and updates on city projects. She commended City Clerk Susan Dauderis for her work on the city's Citizens Academy. She recognized the Police Department for their work within the community.

Commissioner Tolland thanked Mr. Gentile for his service and expressed support for his message regarding National Military Month. She discussed upcoming events, events she attended, and offered condolences to the family of Mr. Fred Heyne.

Commissioner Sargent requested a status update from the Volusia County Schools regarding the Ormond Beach Elementary School. He inquired about the issues regarding reclaimed water; whereby, Mr. Shawn Finley, Assistant City Manager, explained there was a break and issues with residents attempting to use the water during non-watering days. Commissioner Sargent requested information on the reclaimed water issues be pushed through social media. He discussed events he attended including Art in the Park and questioned if future Art in the Park events could include booths for children to sell art at a discounted booth price. He offered condolences to the family of Mr. Don Young. He thanked Mr. Gentile for his service and requested a social media push for National Military Appreciation Month. He stated Governor Ron Desantis signed a bill banning fluoride in drinking water. He discussed the importance of Mental Health Awareness Month.

Commissioner Deaton discussed events she attended, upcoming events, and events she was unable to attend.

Mayor Leslie discussed events he attended and thanked staff for their assistance with residents.

Florida Department of Transportation

Commissioner Briley stated he received many concerns from residents regarding the asphalt multi-modal path along State Road A1A (A1A) and inquired if the Commission would support requesting staff reaching out to replace the asphalt with concrete.

Commissioner Tolland provided feedback from a couple local groups within the community.

Commissioner Sargent and Commissioner Deaton expressed concerns with the asphalt; whereby, Mayor Leslie requested staff prepare a letter to FDOT regarding their concerns.

Mental Health Awareness Month

Commissioner Tolland discussed mental wellness and some local statistics regarding drug overdoses.

First Step Homeless Shelter

Commissioner Sargent expressed support for the First Step Shelter. He discussed comments made during the shelter's board meeting and in the media. He requested a letter be sent to the shelter noting each Commissioner's continued support before their next board meeting on Monday, May 12, 2025.

Commissioner Tolland and Commissioner Briley agreed to send a letter of support.

Commissioner Deaton expressed support for the shelter and agreed to send a letter of support. She noted her concerns regarding the statements made by the city's board member and the current transient population issues.

Commissioner Sargent provided further statistics regarding the work the shelter did in the community. He clarified he previously stated he would consider not financially supporting the shelter if they went private, noting he was in full support of the shelter.

Mayor Leslie stated his focus was on helping with the transient issues.

Item #11 – Adjournment

The meeting was adjourned at 8:13 p.m.

APPROVED: May 20, 2025

BY:

Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 8.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-72
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Work Authorization - Downtown Medians Landscape Renovation		
Summary:	This is a request from the City Commission, also acting as the Community Redevelopment Agency (CRA), to approve a work authorization for construction management services to A.M. Weigel Construction, Inc., to renovate the Downtown Granada Boulevard medians from US1 to A1A, and to replace missing, damaged, or diseased median trees in the following locations including: • West SR 40 from Orchard Street to Rima Ridge Road, • North Nova Road, • North US1. • The Granada Median Renovations is a scheduled 24/25 CIP project; the trees replaced in the listed median locations are funded through the General Fund Tree mitigation account. The Downtown Granada Boulevard medians will be replacing back 50% drought-tolerant planting material from the established planting palette that currently exists from I-95 east to South Atlantic Avenue. The existing planting palette will be enhanced with 50% native plant materials such as Dwarf Yaupon Holly, Coontie, Blue Eyed Grass and Sea Purslane. The selected plant palette with proper maintenance will be able to survive this harsh urban environment of these roadway medians. Conditions including high heat temperatures from the roadway, full exposure to sunlight, and fumes from vehicles can be hard on plants. The ones that have been selected can survive well in this environment. The selected plant materials are relatively slow growing, require minimal trimming and perform well in these harsh conditions, which assists with maintenance. All the plant materials, except the Medjool palms, will be removed to		

	resolve the built-up of soil and overflowing mulch issue. The shrubs and ground covers will be removed, the excess soil will be removed, and the plant materials placed back. This will sustain the urban environment and continue the planting design theme already established by the existing western medians. A lawn strip will be installed along the inside curb to contain the mulch. The use of mulch has been greatly reduced to minimize overflow to the roadway. The mulch used is in accordance with Florida Friendly principal #4. Mulch protects the plant's rootballs from drying out (prevents the loss of water from the soil by evaporation), keeps the soil cooler in the summer, maintains soil moisture, conditions the soil, adds nutrients, inhibits weed germination, and prevents crusting of the soil surface. These benefits improve absorption and percolation (mulched plants produce roots in and directly under the mulch) and adds a finished top dressing to the landscape bed.						
Financial Impact:	Sufficient funds are available for this project from the TIF Fund (104) (\$113,972.50) and the General Fund Tree Mitigation account (\$107,831.50). A budget amendment will be needed to allocate the tree mitigation account share of the project.						
Citizen Impact:	There will be very little citizen impact as most of the work will be done after 7 p.m. to adhere to FDOT roadway standards. Construction is anticipated for a 4-month timeframe.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends awarding the work authorization to A.M. Weigel Construction, Inc. in the amount of \$221,804, to renovate the Downtown Granada Boulevard medians, and perform Tree Fund damaged median tree replacements.						
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302						
Attachments:	1. 25-72 Downtown medians landscape-AMWeigel (P25-0034G) 2. AM Weigel Work Authorization 3. OB Median Landscape - Proposal with Exhibits 03132025 4. Downtown Medians Landscape Renovation Project Map						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>5/15/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>5/15/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>5/15/2025</td> </tr> </table>	Kelly McGuire, Finance Director	5/15/2025	Claire Whitley/Shawn Finley, Assistant City Manager	5/15/2025	Joyce Shanahan, City Manager	5/15/2025
Kelly McGuire, Finance Director	5/15/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	5/15/2025						
Joyce Shanahan, City Manager	5/15/2025						

RESOLUTION NO. 2025-72

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN MEDIANS LANDSCAPE RENOVATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution No. 84-74 declaring the Central Business District (“District”), as described therein, to be a Community Redevelopment Area in accordance with section 163.357, *Florida Statutes*, and

WHEREAS, Resolution 84-74 further declared the City Commission to be the Community Redevelopment Agency (“Agency”) for the District, and

WHEREAS, in accordance with section 163.387, *Florida Statutes*, the City Commission approved Ordinance No. 84-34 establishing a Redevelopment Trust Fund (“Trust Fund”) for the Agency in accordance with the said statutory provisions, and

WHEREAS, by Resolution No. 87-4, the City Commission approved the Granada Boulevard Master Streetscape Plan (“Granada Plan”) as the official City policy and plan for the said area, and

WHEREAS, by Resolution No. 87-53, the City Commission approved the Bovard Avenue/Vining Court Master Streetscape Plan (“Bovard Plan”) as the official City policy and plan for the said area, and

WHEREAS, together the said plans comprised the Community Redevelopment Plan (“Plan”) for the said area, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution Nos. 89-262, 93-178, 93-252, 00-155, and 01-168 readopting and amending the Granada and Bovard Plans, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution No. 2004-181, amending the Granada Plan to provide the establishment of a Property Improvement Grant Program (“Grant Program”) for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2004-187 establishing conditions for the implementation of the Property Improvement Grant Program for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2007-157, adopting the updated master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2019-178, adopting the amended master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, pursuant to the Continuing Contract for Construction Management Services between the City and A.M. Weigel Construction, Inc., the appropriate City staff members have negotiated with A.M. Weigel Construction, Inc. to provide construction management services for the downtown medians landscape renovation project (“the Project”), as

described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$221,804.00 and

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Downtown Redevelopment Trust Fund (104) and the Tree Fund and has not been appropriated for any other purpose, and

WHEREAS, the City Commission, on behalf of the City and the Community Redevelopment Agency, concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, THAT:

SECTION ONE. The proposal submitted by A.M. Weigel Construction, Inc. to provide construction management services regarding the downtown medians landscape renovation project at a cost not to exceed \$221,804.00 is hereby accepted.

SECTION TWO. The Mayor/Chairman and the City Manager are hereby authorized and directed to execute a Work Authorization with A.M. Weigel Construction, Inc. to provide construction management services for the Project at the said price, and to pay the cost therefor from the Downtown Redevelopment Trust Fund and the Tree Fund.

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

APPROVED AND AUTHENTICATED this 20th day of May, 2025.

JASON LESLIE

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

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 A.M. Weigel Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Downtown Median Landscape Renovations and Tree Fund Median Tree Replacements

Project Description: Construction management services to renovate the Downtown Granada Blvd. medians from US1 to A1A, and to replace missing, damaged, or diseased median trees in various locations on West SR40 from Orchard Street to Rima Ridge Road, the northern end of Nova Road, and North US1, as detailed in the attached proposal dated February 7, 2025.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Downtown Median Landscape Renovations & Tree Fund Median Tree Replacements	Guaranteed Maximum Price	\$221,804.00
Total Fee Authorized:	Not to Exceed	<u>\$221,804.00</u>

Funding Source: TIF Fund (104) and Tree Fund

Estimated Time for Completion: 4 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH, a Florida
Municipal Corporation and the **CITY OF
ORMOND BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ACCEPTED:
A.M. WEIGEL CONSTRUCTION, INC.

By: _____
Jason Leslie
Mayor, City of Ormond Beach, and
Chairman, Central Business District CRA

By: _____
A. Michael Weigel
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.



March 13, 2025

Mrs. Cara Culliver, RLA, ASLA
Engineering Department
City of Ormond Beach
22 South Beach Street,
Ormond Beach, FL 32174

RE: City of Ormond Beach
Downtown Median Landscape Renovations

Dear Cara,

We are pleased to submit our proposal for the Downtown Traffic Median Landscape Renovations at various locations across Granada Boulevard in Ormond Beach, in the amount of Two Hundred Twenty One Thousand Eight Hundred Four Dollars and Zero Cents (\$221,804.00).

We have based our Guaranteed Maximum Price on the following exhibits, which are attached hereto:

Exhibit "A"	Assumptions & Qualifications
Exhibit "B"	Cost Summary
Exhibit "C"	Median Plans

Upon receipt of an executed contract and notice to proceed, we anticipate the overall project duration to be four (4) months total, with two months of crew scheduling and lead times (varying by season), one month of Downtown Median work, and one month of work across other locations.

We are available to meet with you at your convenience to discuss this proposal and to answer any questions you may have. Thank you again for this opportunity to be of service and we look forward to working with you and all the City of Ormond Beach for this exciting project.

Sincerely,

A. M. WEIGEL CONSTRUCTION, INC.

A. Michael Weigel
President
Attachments

PROPOSAL - ASSUMPTIONS and QUALIFICATIONS

A. QUALIFICATIONS:

1. In the event of discrepancies between the Contract Documents and these qualifications, these qualifications shall prevail.
2. In general terms, the scope of the Project is to remove and replace existing landscaping located in Traffic Medians along Granada Boulevard in Ormond Beach.
3. This proposal is based on the Proposal Document, these Assumptions & Qualifications identified as Exhibit “A”, the Cost Summary identified as Exhibit “B”, and specifically the colored mark-up on documents identified as Exhibit “C”.
4. For Exhibit “C”, we have included specifically the landscaping designated with colored markup on the “Granada Final As-Built Plans” dated 09/29/2020 originally drafted by Newkirk Engineering, Inc., and colored markup on the “Downtown median Drawings” dated 03/03/2014 originally drafted by Mark Dowst & Associates, Inc. **Please note that scope of the work is defined by the quantities listed in our Exhibit “B” Cost Breakdown. In the event there are conflicts between the Exhibit “B” quantities and the marked up plans included in Exhibit “C”, the quantities in Exhibit “B” prevail.**
5. Demolition work and major MOT are priced for night work after 7:00 PM and before 7:00 AM. Non-disruptive work is anticipated to occur during normal daytime hours.
6. 6% State Sales Tax, 0.5% County Sales Tax (on the first \$5,000) – is included on all materials. It is our intention for the Owner to directly purchase as many items as feasible for the purpose of realizing the benefit of their tax exempt status.

B. EXCLUSIONS:

1. Landscaping in locations other than traffic medians, such as sidewalk planters, is not priced in this work and is therefore excluded.
2. We have not included permitting or design fees associated with this work.
3. We have not included any costs associated with removal or replacement of conflicting utilities, unsuitable soils, or hazardous materials found on site.
4. Modification, removal, replacement, or repair of existing sidewalks, crosswalks, streets, curbs, streetlights, signals, signage, or stormwater systems are excluded.
5. Impacts resultant from weather delays, unseasonable soil conditions, or disruptions from other street-related projects are excluded.

C. QUALIFICATIONS BY TRADE:

Division 01 – General Requirements

6. The project assumes a duration of four (4) months total, with two months of crew scheduling and lead times (varying by season), one month of Downtown Median work, and one month of work across other locations.
7. We have included the cost of a Performance and Payment Bond.

PROPOSAL - ASSUMPTIONS and QUALIFICATIONS

8. It is assumed that all temporary utility services (such as irrigation water) will be connected to existing connections and that the cost associated with these temporary utilities are not included.
9. Temporary Maintenance of Traffic (MOT) will be provided at streets directly impacted by our work, with rolling lane closures anticipated for most medians, and full road closures with traffic detours anticipated for Downtown Medians.

Division 02A – Sitework

10. We have included demolition and removal of dead plant materials and stumps in Medians designated to receive new landscaping. Large trees and palms are to remain.
11. We have included excavation and preparation of Medians for new plants.
12. We have included new plants, trees, mulch, and sod in the quantities specified in the breakdowns in Exhibit “B” per the locations specified in Exhibit “C”.
13. Backfill, including white builders sand, native soil, and mulching shall be provided in accordance with details on LA-4 corresponding to applicable plants. Landscape beds shall be mulched, with 16” wide by 24” sod strips installed along Median curbs.
14. Soil and mulch will be installed in a positive drainage slope based on the existing shape of the Traffic Medians. Engineering of drainage grades or water management is excluded.
15. Staking will be provided for Palms and Oaks.
16. Medjool Palms will be provided with certificates of variety.
17. A Contingency of \$10,000 is included for unforeseen conditions that require repairs and modifications to existing irrigation.
18. A Contingency of \$8,000 is included for unforeseen conditions that require remediation of existing conditions.

01A Project management & Supervision					
1A	Project Management	80	HOURS	3,690.75	
1A	Supervision	120	HOURS	6,525.00	
Total 01A Project Management & Supervision					10,215.75
01B General Requirements					
1A	Permitting & Impact Fees	0	LS	0.00	BY CITY
1B	Owner's Contingency Allowance - Existing Conditions	1	LS	8,000.00	8,000.00
Total 01B General Requirements					
02A Landscaping					
	Removal and Disposal of Plants, Prep of Soil				
	Demolition and Grading	5	Nights	17,500.00	
	Disposal Fee	1	LS	5,000.00	
	Maintenance of Traffic (No Daytime)				
	MOT	15	Nights	20,250.00	
	Portable Light Rack	1	LS	1,750.00	
	Medjool Palm (16' c.t.)	1	EA	6,000.00	
	Blue My Mind Blue Daze (EG) (1 gal)	248	EA	1,736.00	
	White Harthorn (RI) (15" x 18", 3 gal)	475	EA	6,650.00	
	Petite Pink Oleander (ND) (24" x 20", 3 gal)	176	EA	2,640.00	
	Variegated Schefflera Trinetta (SV) (20" x 20", 3 gal)	214	EA	3,210.00	
	Purple Society Garlic (TV) (12 Bibs min, 1 gal)	367	EA	2,202.00	
	Super Blue Liriope (LE) (12 Bibs min, 1 gal)	356	EA	2,136.00	
	Aztec Grass (AZ) (12 Bids min, 1 gal)	140	EA	840.00	
	Shore Juniper (PG) (1 gal, 12" trailing)	252	EA	1,512.00	
	Annuals (AN) (4" pots)	60	EA	240.00	
	Mulch (Pine Nugget)	1	LS	5,200.00	
	Premium Organic Topsoil (3" Crown)	1	LS	3,000.00	
	St. Augustine Sod (16" x 24" Strips)	1	LS	5,625.00	
	Owner's Contingency Allowance - Irrigation	1	LS	10,000.00	
Total 02A - Landscaping					95,491.00
<u>TREE FUND ITEMS</u>					
02B - NOVA RD FROM HWY US-1 TO RAILROAD X'ING					
	Remove Stump, Add Medjool Palm (16' c.t.)	1	EA	7,000.00	
Total 02B - NOVA RD FROM HWY US-1 TO RAILROAD X'ING					7,000.00
02C - GRANADA FROM I-95 EAST OVERPASS TO ORCHARD ST.					
	Remove Stump, Add Medjool Palm (16' c.t.)	1	EA	7,000.00	
	Remove Stump, Add Medjool Palm (16' c.t.) & Straighten Exist. Palm Across from Kings Crossing	1	EA	8,000.00	
	Remove existing, Add Live Oak (17' x 10', 8' c.t.)	1	EA	2,400.00	

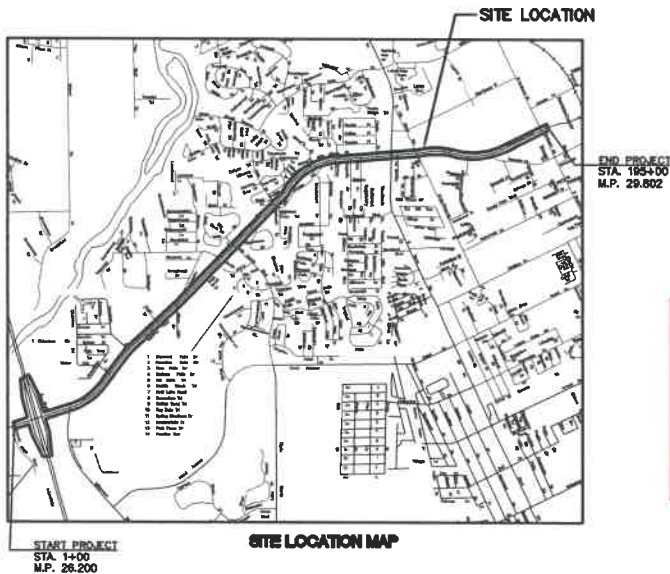
Total 02C - GRANADA FROM I-95 EAST OVERPASS TO ORCHARD ST.				17,400.00
02D - NORTH HWY US-1 MEDIANS				
	Glossy Privet Tree (9' x 9', 5 trunks, B&B)	1 EA	750.00	
	Remove and Replace Crape Myrtles (14' x 5', 65gal)	8 EA	6,000.00	
Total 02D - NORTH HWY US-1 MEDIANS				6,750.00
02E - GRANADA WEST OF I-95 OVERPASS TO RIMA RIDGE RD				
	Senegal Date Palms (20' x 6', 6 Trunks)	13 EA	50,700.00	
	Glossy Privet Tree (9' x 9', 5 trunks, B&B)	3 EA	2,250.00	
	Lavendar Crape Myrtles (14' x 5', 4 Trunks, 65gal)	7 EA	5,250.00	
Total 02E - GRANADA WEST OF I-95 OVERPASS TO RIMA RIDGE RD				58,200.00
		SUBTOTAL	203,056.75	203,056.75
Overhead and Profit		nd Profit 8.00%		16,244.54
			SUBTOTAL	219,301.29
ADD for providing PERFORMANCE & PAYMENT BOND				2,502.71
		TOTAL INCLUDING PP BOND		221,804.00
<u>Owner's Contingency Allowances</u>				
Contingency allowance monies will not be spent without prior approval of the City. If/When conditions				
requiring remediation are encountered, the condition will be presented to the City with a recommendation				
to remedy along with an associated cost. Upon approval from the City, work will proceed and the actual cost				
will be applied against the Contingency. Upon completion of the project, any unused Contingency funds				
will be returned to the City via deductive Change Order.				

EXHIBIT "C" COLORED MARK-UP ONLY

FM# 441602-1-58-01

CITY OF ORMOND BEACH GRANADA MEDIAN LANDSCAPE IMPROVEMENTS FROM WEST I-95 OVERPASS TO ORCHARD STREET

— SITE LOCATION



REVISED 10/9/18
REVISED 11/14/18
FINAL LANDSCAPE/IRRIGATION AS-BUILT 11/02/20

FINAL AS-BUILT PLANS



Prime Contractor: RJ Landscape Contractors, Inc.
Prime CCEI: Newkirk Engineering, Inc.
District Secretary: Jared Perdue
Resident Engineer: Bradley D. Bauknecht, PE
Project Manager: Cara Culliver
Project Administrator: Bradley D. Bauknecht, PE
Start Date: 12/04/2019
Final Acceptance Date: 09/29/2020

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA
DEPARTMENT OF TRANSPORTATION FY 2018-19 STANDARD PLANS AS
APPENDED HEREIN, AND JANUARY 2019 STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY
CONTRACT DOCUMENTS.

MAYOR

BILL PARTINGTON

COMMISSIONERS

DWIGHT SELBY, ZONE 1
TROY KENT, ZONE 2

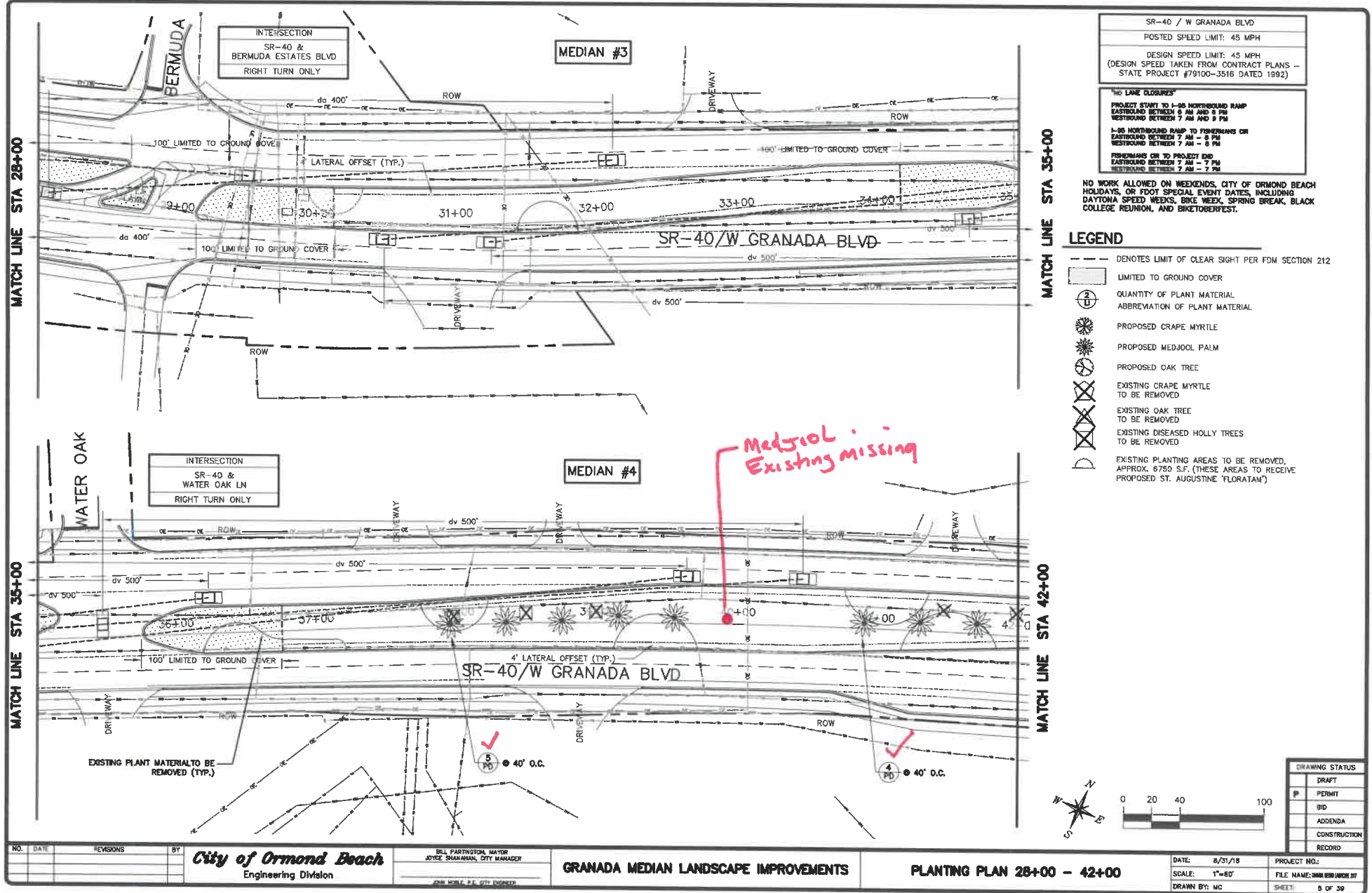
CITY MANAGER

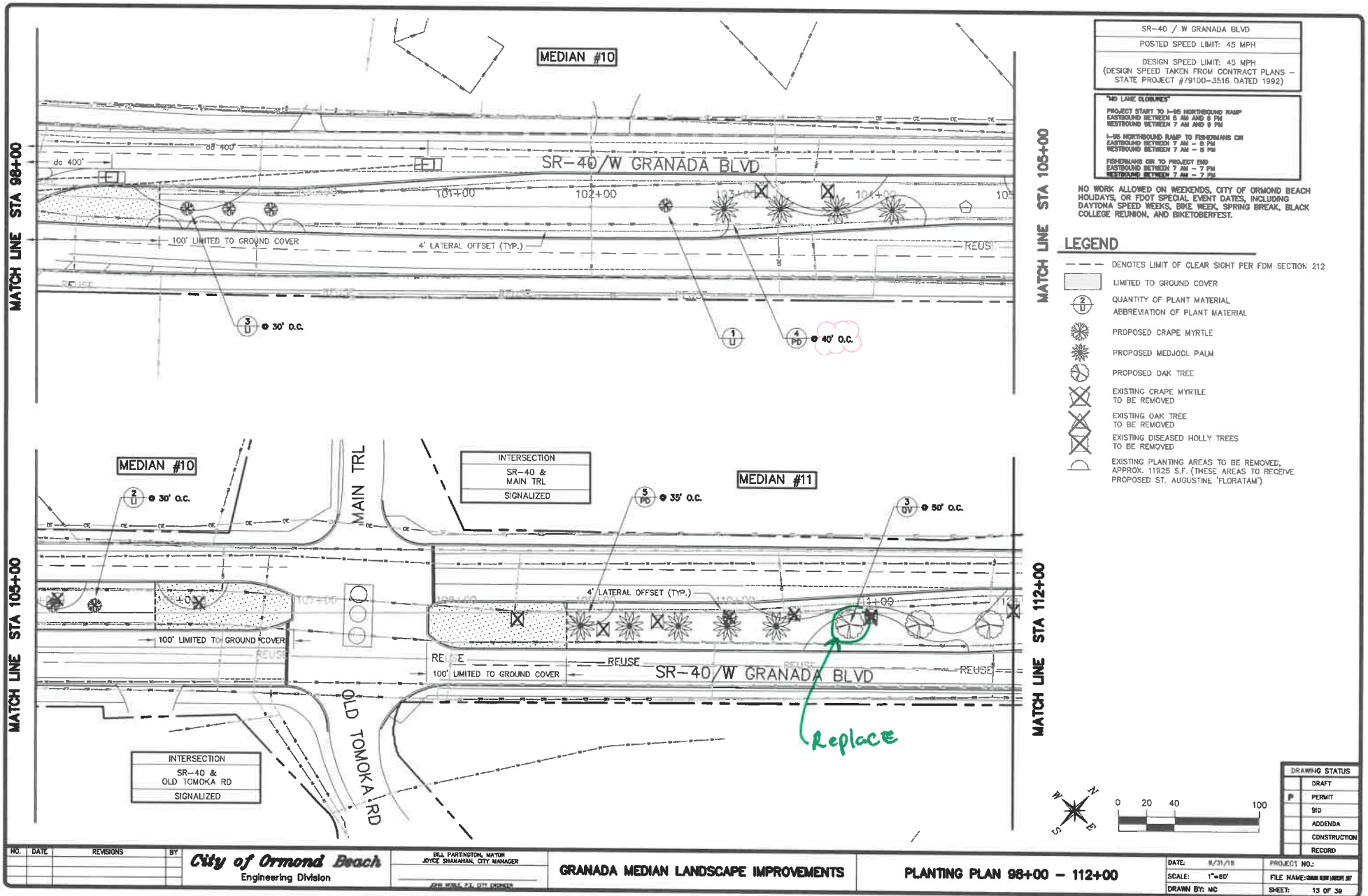
RICK BOEHM, ZONE 3
BOB LITTLETON, ZONE 4
JOYCE SHANAHAN

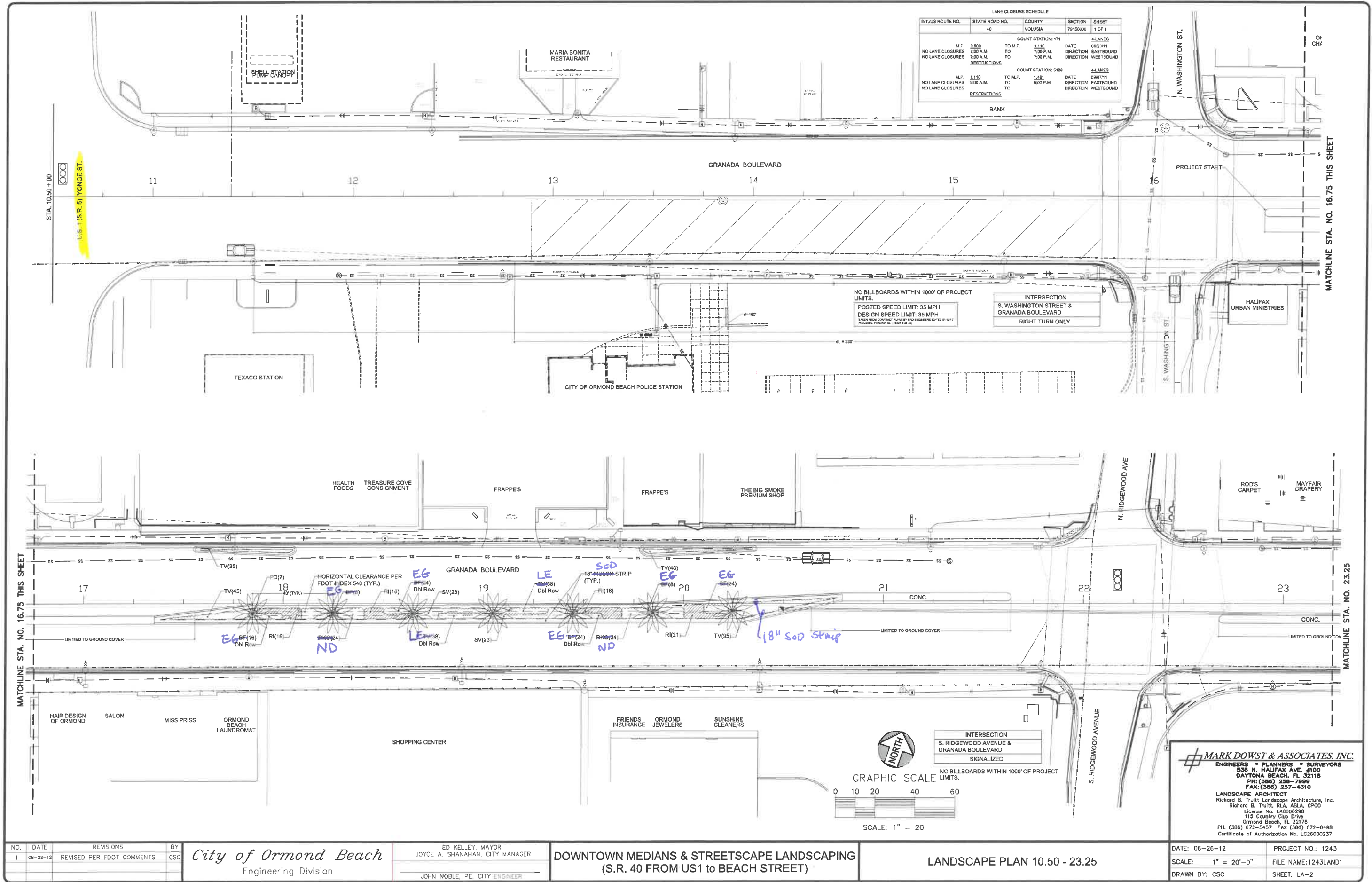
LANDSCAPE ARCHITECT:
PARKER MYCHENBURG and ASSOCIATES, INC.
STEVE R. BUZWELL, P.L.A.
LICENSE NUMBER 000701
729 REDWOOD AVENUE
HOLLY HILL, FL 32107
PHONE (386) 677-0881 FAX (386) 677-2514

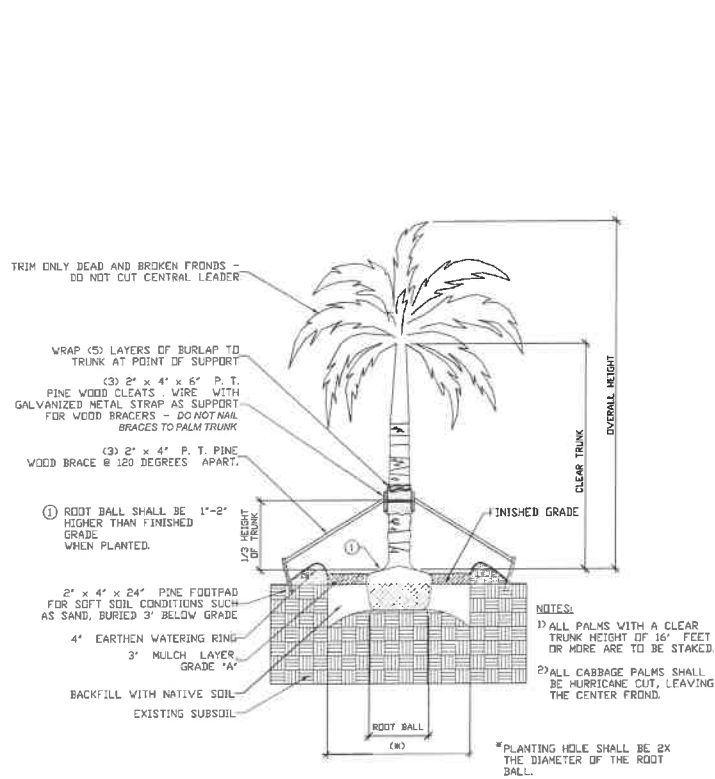
SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	OVERALL MEDIAN MAP
3	NOTES & PLANT LIST
4	LANDSCAPE PLAN - I-95 SLOPE - SOUTH
5	LANDSCAPE PLAN - I-95 SLOPES - NORTH
6	PLANTING PLAN 0+00 - 14+00
7	PLANTING PLAN 14+00 - 28+00
8	PLANTING PLAN 28+00 - 42+00
9	PLANTING PLAN 42+00 - 56+00
10	PLANTING PLAN 56+00 - 70+00
11	PLANTING PLAN 70+00 - 84+00
12	PLANTING PLAN 84+00 - 98+00
13	PLANTING PLAN 98+00 - 112+00
14	PLANTING PLAN 112+00 - 126+00
15	PLANTING PLAN 126+00 - 140+00
16	PLANTING PLAN 140+00 - 154+00
17	PLANTING PLAN 154+00 - 168+00
18	PLANTING PLAN 168+00 - 182+00
19	PLANTING PLAN 182+00 - 196+00
20	UNDERSTORY PLANTING PLAN - MEDIANS 2 & 5
21	UNDERSTORY PLANTING PLAN - MEDIANS 5 & 7
22	UNDERSTORY PLANTING PLAN - MEDIANS 7 & 10
23	UNDERSTORY PLANTING PLAN - MEDIANS 10 & 13
24	UNDERSTORY PLANTING PLAN - MEDIANS 17, 20, & 21
25	IRRIGATION PLAN 0+00 - 14+00
26	IRRIGATION PLAN 14+00 - 28+00
27	IRRIGATION PLAN 28+00 - 42+00
28	IRRIGATION PLAN 42+00 - 56+00
29	IRRIGATION PLAN 56+00 - 70+00
30	IRRIGATION PLAN 70+00 - 84+00
31	IRRIGATION PLAN 84+00 - 98+00
32	IRRIGATION PLAN 98+00 - 112+00
33	IRRIGATION PLAN 112+00 - 126+00
34	IRRIGATION PLAN 126+00 - 140+00
35	IRRIGATION PLAN 140+00 - 147+00
36	PLANTING DETAILS
37	PLANTING & IRRIGATION DETAILS
38	IRRIGATION DETAILS
39	LANDSCAPE MAINTENANCE PLAN

SHEET 1 of 39

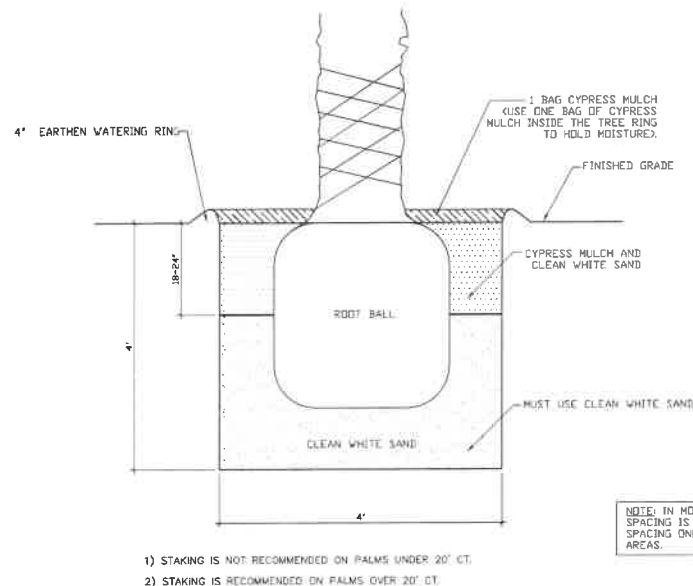




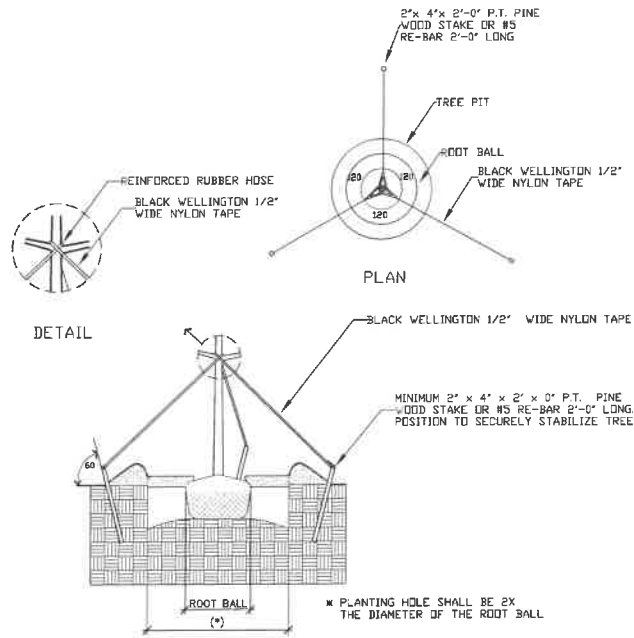




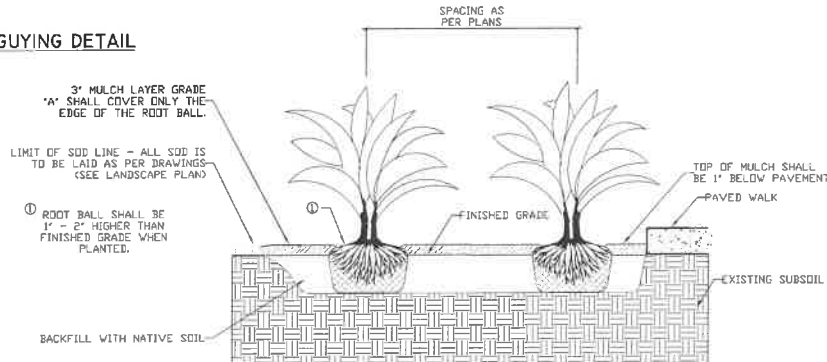
1 STRAIGHT TRUNK PALM DETAIL



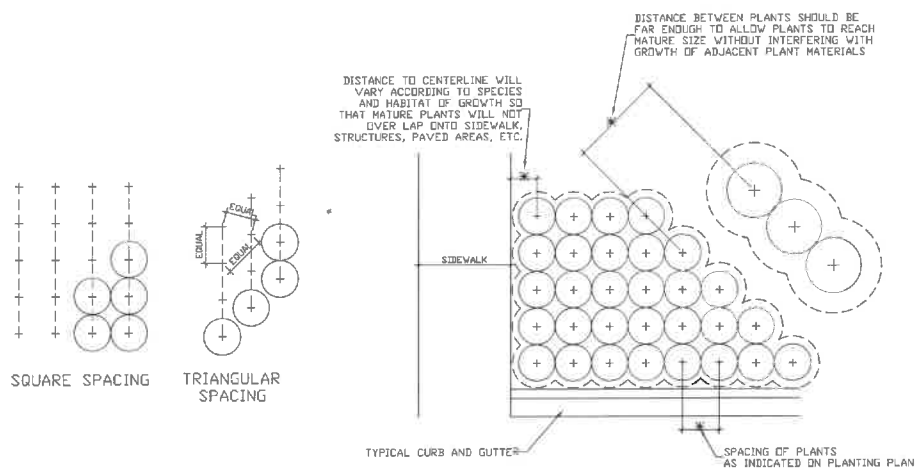
5 MEDJOL PALM INSTALLATION SCHEMATIC
(INFORMATION BY GROUNDWORKS)



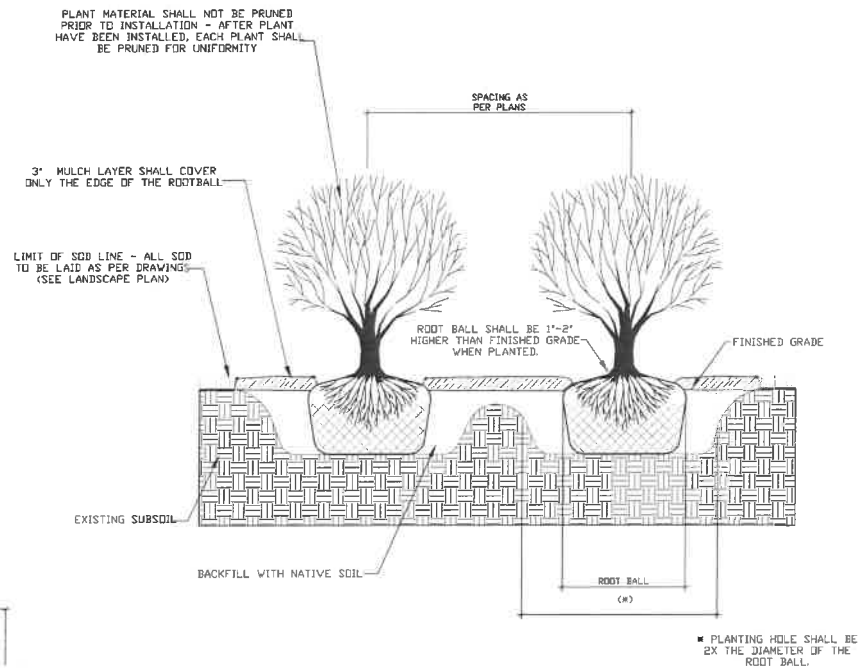
2 TYPICAL TREE GUYING DETAIL



4 TYPICAL GROUND COVER PLANTING DETAIL



6 TYPICAL CONTAINER SPACING



3 TYPICAL SHRUB PLANTING DETAIL

PLANTING & GENERAL NOTES:

- (See plant specification and details for additional standards)
- All plant material is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.
- All plants are to be top dressed with a minimum of 3"-inch layer of 100% Pine Nugget mulch, Grade A or equal.
- The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact proper utility companies and / or General Contractor prior to digging for field verification. The City of Ormond Beach shall not be responsible for any damages to utility or irrigation lines.
- Planting plans shall take precedence over plant list in case of discrepancies.
- Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing with the work.
- No substitutions will be made at the time of bidding or changes of any kind, so as to provide for fair comparisons. No further changes are to be made without prior consent of the City Landscape Architect.
- Prior to planting installations, all planting areas are to be soil tested to determine soil PH and fertility. It is the responsibility of the Landscape Contractor to amend the soil to meet adequate fertility and PH for corresponding plans and add adequate fertilizer to each plant installed.
- All Medjool palms shall be installed per Detail 5. The Landscape Contractor shall include these cost within their bid.
- The landscape contractor shall remove all surveyor plastic tree tags from existing trees and proposed trees prior to final inspection. Also, all irrigation flags shall be removed.
- Tree caliper or DBH specified shall take precedence over container size.
- All landscape areas are to be provided with automatic sprinkler system which will provide 100% coverage, and 50% overlap.
- All unattended and unplanted tree pits are to be properly barricaded and flagged during installation.
- Trees are to be planted within medians after soil is brought up to grade. Deeply set root balls are not acceptable. (REFER TO PLANTING DETAILS)
- All questions concerning the plan and/or specifications are to be directed to the City Landscape Architect (386) 676-3296.
- The City Landscape Architect shall be permitted the right during installation, to reject any and all plant material and workmanship which in his or her opinion does not meet the requirements of these specifications.
- All plant material is to be guaranteed for a period of not less than one (1) year from the time of final acceptance. All replacements to be made within two (2) weeks of contractor notification.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
536 N. HALIFAX AVE. #100
DAYTONA BEACH, FL 32118
PH: (386) 258-7999
FAX: (386) 257-4310
LANDSCAPE ARCHITECT
Richard B. Truitt, Landscape Architecture, Inc.
Richard B. Truitt, RLA, ASLA, CPCO
License No. LA0000298
115 Country Club Drive
Ormond Beach, FL 32176
PH: (386) 672-5457 FAX: (386) 672-0498
Certificate of Authorization No. LC26000237

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

ED KELLEY, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
JOHN NOBLE, PE, CITY ENGINEER

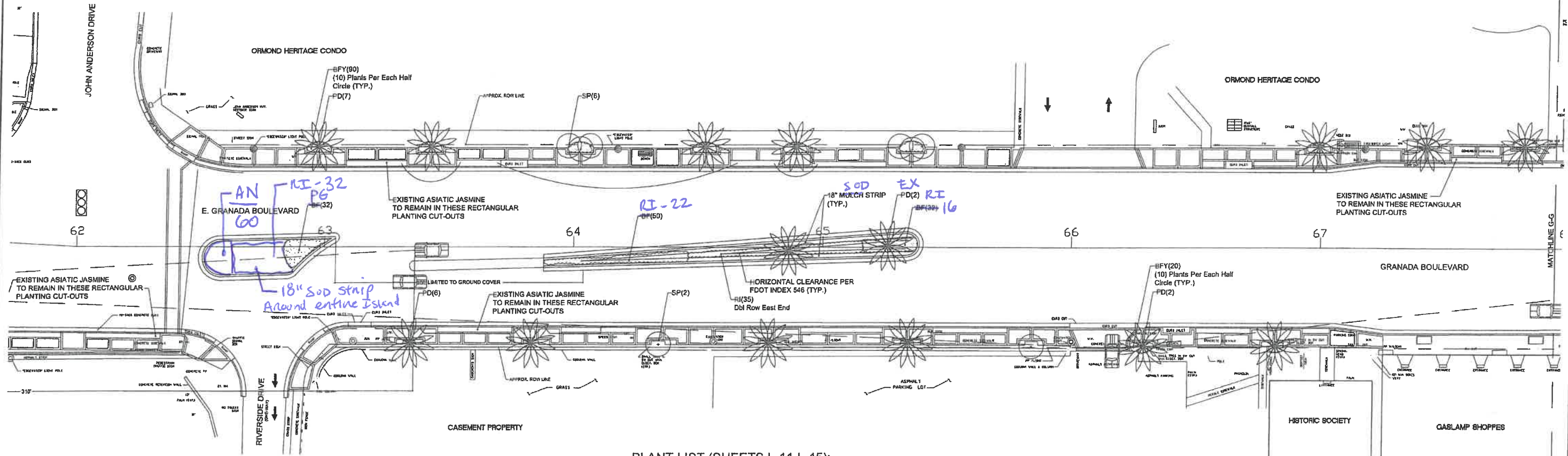
DOWNTOWN MEDIANS & STREETSCAPE LANDSCAPING
(S.R. 40 FROM US1 to BEACH STREET)

LANDSCAPE DETAILS & NOTES

DATE: 06-26-12 PROJECT NO.: 1243
SCALE: N.T.S. FILE NAME: 1243LANDET
DRAWN BY: CSC SHEET: LA-4

INTERSECTION
JOHN ANDERSON DRIVE &
GRANADA BOULEVARD
SIGNALIZED

NO BILLBOARDS WITHIN 1000' OF PROJECT LIMITS.



INTERSECTION
RIVERSIDE DRIVE & GRANADA
BOULEVARD
ONE WAY SOUTH DIRECTION

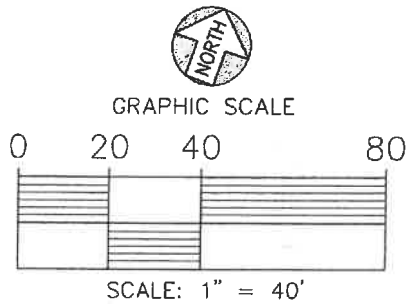
NO BILLBOARDS WITHIN 1000' OF PROJECT LIMITS.

POSTED SPEED LIMIT: 35 MPH
DESIGN SPEED LIMIT: 35 MPH
(TAKEN FROM CONTRACT PLANS, DATED 04/22/10)
(FINANCIAL PROJECT ID: 422030-1-52-01)

LANE CLOSURE SCHEDULE
"NO LANE CLOSURES" - ORCHARD STREET TO A1A- BETWEEN 7:00 AM AND 7:00 PM
NO WORK ALLOWED ON WEEKENDS, CITY OF ORMOND BEACH HOLIDAYS/EVENTS
OR FDOT SPECIAL EVENT DATES

PLANT LIST (SHEETS L-11-L-15):

QUAN.	KEY	BOTANICAL/COMMON NAME	DESCRIPTION
29	SP	Sabal palmello CABBAGE PALM	Palms Planted in 3's (2-Back Palms 18'o.a. ht. & Front Palm 14'o.a. ht.); 10" Diam min.; B&B Palms Planted in Singles 18'o.a. ht.
1-39	PD	Phoenix dactylifera 'Medjool'	16" c.t.; Classic Cut
252-418	GF-PG	MEDJOL PALM Bulbine frutescens 'Harmak' ORANGE BULBINE	12"-16" Maximum Coliper; Matched Height; B&B 1 gal. full
485	BFY	Bulbine frutescens 'Yellow'	(12) Bibs min. 20" o.c. 8" trailing
264-195	RI	YELLOW BULBINE Raphiolepis indica 'Alba'	(12) Bibs min. 20" o.c.
429	TV	WHITE INDIAN HAWTHORN Tubaghia violacea	12" h. x 15" spr. 3 gal. 30" o.c.
As-Req.	MULCH	PURPLE SOCIETY GARLIC Pine Bark Mulch, Grade A	1 gal. full (12) Bibs min. 20" o.c. 3" Depth in All Planting Beds
60 AN		(See Quote Form)	
32 ND			



MARK DOWST & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
538 N. HALIFAX AVE. #100
DAYTONA BEACH, FL 32118
PH: (386) 258-7999
FAX: (386) 257-4310

NO.	DATE	REVISIONS	BY
1	04-16-14	REVISED PER FDOT COMMENTS	CSC
2	08-05-14	REVISED PER FDOT COMMENTS	CSC

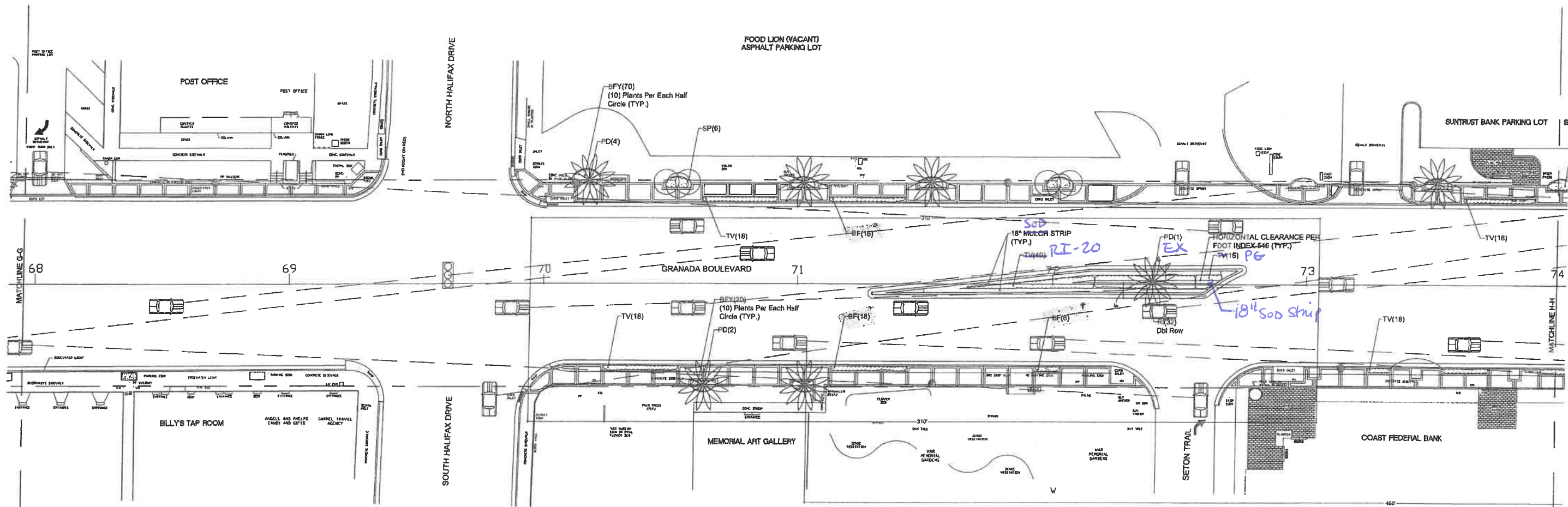
City of Ormond Beach
Engineering Division

ED KELLEY, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
JOHN NOBLE, P.E., CITY ENGINEER

STREETSCAPE LANDSCAPING
(S.R. 40 FROM ORCHARD St. to A1A)

LANDSCAPE PLAN

DATE: 03-03-14	PROJECT NO.: 12438
SCALE: 1" EQUALS 40'-0"	FILE NAME: 12438_LAND_4
DESIGNED BY: CSC	SHEET: L-11



INTERSECTION
 HALIFAX DRIVE & GRANADA BOULEVARD
 SIGNALIZED

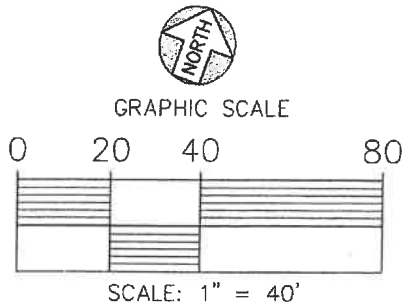
NO BILLBOARDS WITHIN 1000' OF PROJECT LIMITS.

POSTED SPEED LIMIT: 35 MPH
 DESIGN SPEED LIMIT: 35 MPH
 (TAKEN FROM CONTRACT PLANS, DATED 04/22/10)
 (FINANCIAL PROJECT ID: 422030-1-52-01)

LANE CLOSURE SCHEDULE
 "NO LANE CLOSURES" - ORCHARD STREET TO A1A- BETWEEN 7:00 AM AND 7:00 PM
 NO WORK ALLOWED ON WEEKENDS, CITY OF ORMOND BEACH HOLIDAYS/EVENTS
 OR FDOT SPECIAL EVENT DATES

INTERSECTION
 SETON TRAIL & GRANADA BOULEVARD
 RIGHT TURN ONLY

NO BILLBOARDS WITHIN 1000' OF PROJECT LIMITS.



NO.	DATE	REVISIONS	BY
1	04-16-14	REVISED PER FDOT COMMENTS	CSC
2	08-05-14	REVISED PER FDOT COMMENTS	CSC

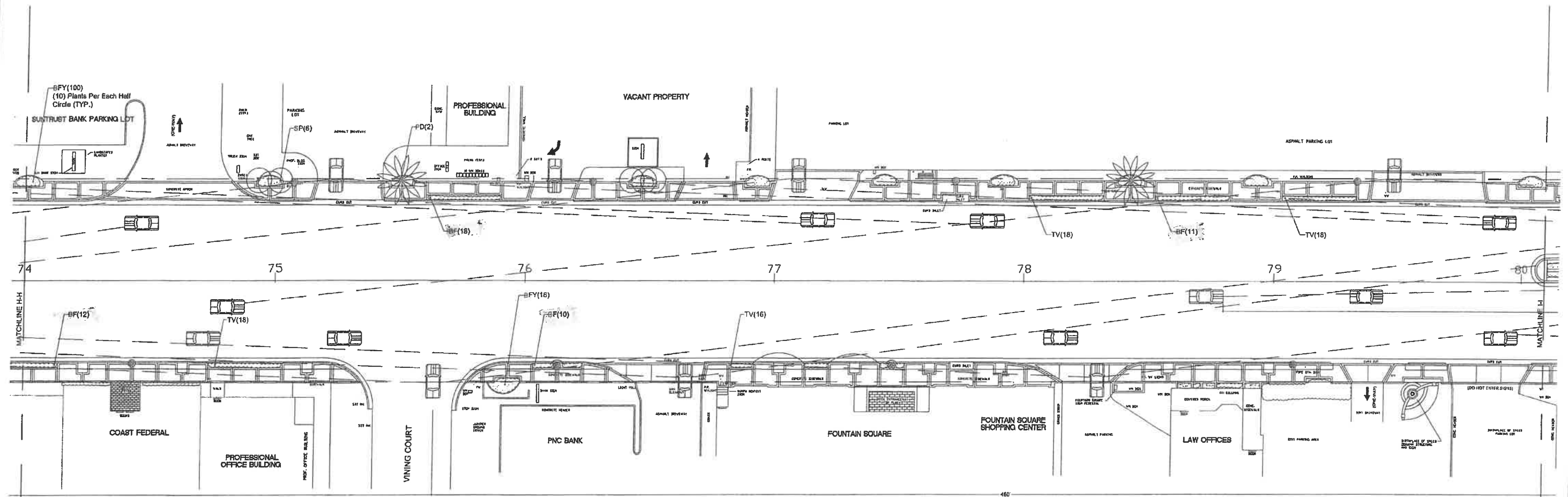
City of Ormond Beach
 Engineering Division

ED KELLEY, MAYOR
 JOYCE A. SHANAHAN, CITY MANAGER
 JOHN NOBLE, P.E., CITY ENGINEER

STREETSCAPE LANDSCAPING
 (S.R. 40 FROM ORCHARD St. to A1A)

LANDSCAPE PLAN

MARK DOWST & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS 838 N. HALIFAX AVE. #100 DAYTONA BEACH, FL 32118 PH: (386) 258-7999 FAX: (386) 287-4310	
DATE: 03-03-14	PROJECT NO.: 1243B
SCALE: 1" EQUALS 40'-0"	FILE NAME: 1243B_LAND_4
DESIGNED BY: CSC	SHEET: L-12



INTERSECTION
VINING COURT & GRANADA BOULEVARD
RIGHT & LEFT TURN

NO BILLBOARDS WITHIN 1000' OF PROJECT LIMITS.

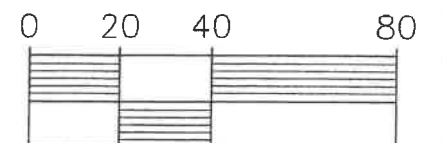
POSTED SPEED LIMIT: 35 MPH
DESIGN SPEED LIMIT: 35 MPH
(TAKEN FROM CONTRACT PLANS, DATED 04/22/10)
(FINANCIAL PROJECT ID: 422030-1-52-01)

LANE CLOSURE SCHEDULE

"NO LANE CLOSURES" - ORCHARD STREET TO A1A- BETWEEN 7:00 AM AND 7:00 PM
NO WORK ALLOWED ON WEEKENDS, CITY OF ORMOND BEACH HOLIDAYS/EVENTS
OR FDOT SPECIAL EVENT DATES



GRAPHIC SCALE



SCALE: 1" = 40'

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
536 N. HALIFAX AVE., #100
DAYTONA BEACH, FL 32118
PH: (386) 258-7999
FAX: (386) 257-4310

NO.	DATE	REVISIONS	BY
1	04-16-14	REVISED PER FDOT COMMENTS	CSC
2	08-05-14	REVISED PER FDOT COMMENTS	CSC

City of Ormond Beach
Engineering Division

ED KELLEY, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

JOHN NOBLE, P.E., CITY ENGINEER

STREETSCAPE LANDSCAPING
(S.R. 40 FROM ORCHARD St. to A1A)

LANDSCAPE PLAN

DATE: 08-08-14	PROJECT NO.: 1243B
SCALE: 1" EQUALS 40'-0"	FILE NAME: 1243B_LAND_4
DESIGNED BY: CSC	SHEET: L-13

"NO LANE CLOSURES" - ORCHARD STREET TO A1A- BETWEEN 7:00 AM AND 7:00 PM
NO WORK ALLOWED ON WEEKENDS, CITY OF ORMOND BEACH HOLIDAYS/EVENTS
OR FDOT SPECIAL EVENT DATES

POSTED SPEED LIMIT: 35 MPH
DESIGN SPEED LIMIT: 35 MPH
(TAKEN FROM CONTRACT PLANS, DATED 04/22/10)
(FINANCIAL PROJECT ID: 422030-1-52-01)

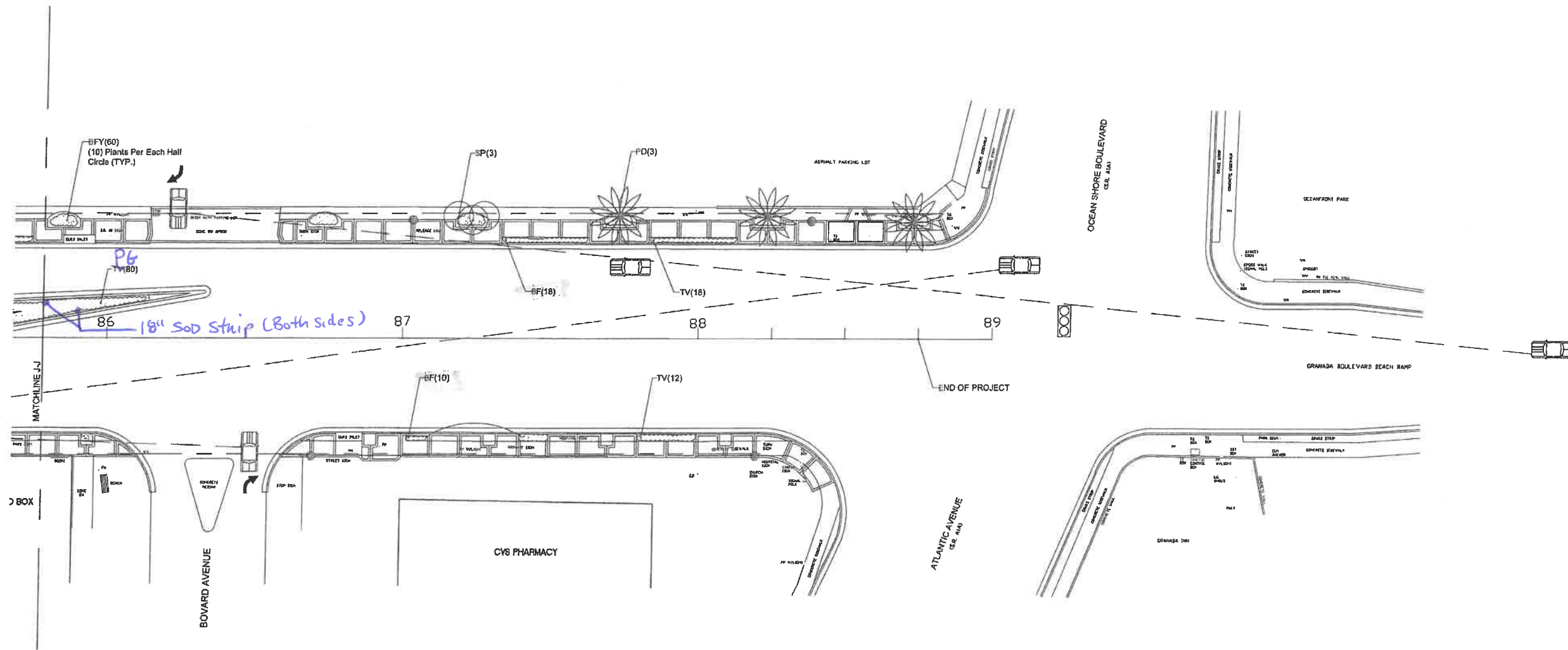


0	20	40	80
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 **MARK DOWST & ASSOCIATES, INC.**
ENGINEERS • PLANNERS • SURVEYORS
536 N. HALIFAX AVE. #100
DAYTONA BEACH, FL 32118
PH: (386) 258-7999
FAX: (386) 257-4310

NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	ED KELLEY, MAYOR JOYCE A. SHANAHAN, CITY MANAGER	STREETSCAPE LANDSCAPING (S.R. 40 FROM ORCHARD St. to A1A)	LANDSCAPE PLAN	DATE: 08-03-14	PROJECT NO.: 1243B
1	04-16-14	REVISED PER FDOT COMMENTS	CSC		JOHN NOBLE, P.E., CITY ENGINEER			SCALE: 1" EQUALS 40'-0"	FILE NAME: 1243B_LAND_4
2	08-05-14	REVISED PER FDOT COMMENTS	CSC					DESIGNED BY: CSC	SHEET: L-14



INTERSECTION
BOVARD AVENUE & GRANADA
BOULEVARD
RIGHT TURN ONLY

NO BILLBOARDS WITHIN 1000' OF PROJECT
LIMITS.

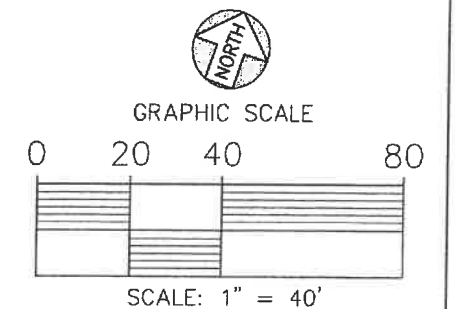
LANE CLOSURE SCHEDULE

"NO LANE CLOSURES" - ORCHARD STREET TO A1A- BETWEEN 7:00 AM AND 7:00 PM
NO WORK ALLOWED ON WEEKENDS, CITY OF ORMOND BEACH HOLIDAYS/EVENTS
OR FDOT SPECIAL EVENT DATES

INTERSECTION
ATLANTIC AVENUE (A1A) &
GRANADA BOULEVARD
SIGNALIZED

NO BILLBOARDS WITHIN 1000' OF PROJECT
LIMITS.

POSTED SPEED LIMIT: 35 MPH
DESIGN SPEED LIMIT: 35 MPH
(TAKEN FROM CONTRACT PLANS, DATED 04/22/10)
(FINANCIAL PROJECT ID: 422030-1-52-01)



MARK DOWST & ASSOCIATES, INC.
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NO.	DATE	REVISIONS	BY
1	04-16-14	REVISED PER FDOT COMMENTS	CSC
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City of Ormond Beach
Engineering Division

ED KELLEY, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

JOHN NOBLE, P.E., CITY ENGINEER

STREETSCAPE LANDSCAPING
(S.R. 40 FROM US1 to Beach Street)

LANDSCAPE PLAN

DATE: 03-03-14 PROJECT NO.: 1243B
SCALE: 1" EQUALS 40'-0" FILE NAME: 1243B_LAND_4
DESIGNED BY: CSC SHEET: L-15

END OF EXHIBIT "C"



March 13, 2025

Mrs. Cara Culliver, RLA, ASLA
Engineering Department
City of Ormond Beach
22 South Beach Street,
Ormond Beach, FL 32174

RE: City of Ormond Beach
Downtown Median Landscape Renovations

Dear Cara,

We are pleased to submit our proposal for the Downtown Traffic Median Landscape Renovations at various locations across Granada Boulevard in Ormond Beach, in the amount of Two Hundred Twenty One Thousand Eight Hundred Four Dollars and Zero Cents (\$221,804.00).

We have based our Guaranteed Maximum Price on the following exhibits, which are attached hereto:

Exhibit "A"	Assumptions & Qualifications
Exhibit "B"	Cost Summary
Exhibit "C"	Median Plans

Upon receipt of an executed contract and notice to proceed, we anticipate the overall project duration to be four (4) months total, with two months of crew scheduling and lead times (varying by season), one month of Downtown Median work, and one month of work across other locations.

We are available to meet with you at your convenience to discuss this proposal and to answer any questions you may have. Thank you again for this opportunity to be of service and we look forward to working with you and all the City of Ormond Beach for this exciting project.

Sincerely,

A. M. WEIGEL CONSTRUCTION, INC.

A. Michael Weigel
President
Attachments

PROPOSAL - ASSUMPTIONS and QUALIFICATIONS

A. QUALIFICATIONS:

1. In the event of discrepancies between the Contract Documents and these qualifications, these qualifications shall prevail.
2. In general terms, the scope of the Project is to remove and replace existing landscaping located in Traffic Medians along Granada Boulevard in Ormond Beach.
3. This proposal is based on the Proposal Document, these Assumptions & Qualifications identified as Exhibit “A”, the Cost Summary identified as Exhibit “B”, and specifically the colored mark-up on documents identified as Exhibit “C”.
4. For Exhibit “C”, we have included specifically the landscaping designated with colored markup on the “Granada Final As-Built Plans” dated 09/29/2020 originally drafted by Newkirk Engineering, Inc., and colored markup on the “Downtown median Drawings” dated 03/03/2014 originally drafted by Mark Dowst & Associates, Inc. **Please note that scope of the work is defined by the quantities listed in our Exhibit “B” Cost Breakdown. In the event there are conflicts between the Exhibit “B” quantities and the marked up plans included in Exhibit “C”, the quantities in Exhibit “B” prevail.**
5. Demolition work and major MOT are priced for night work after 7:00 PM and before 7:00 AM. Non-disruptive work is anticipated to occur during normal daytime hours.
6. 6% State Sales Tax, 0.5% County Sales Tax (on the first \$5,000) – is included on all materials. It is our intention for the Owner to directly purchase as many items as feasible for the purpose of realizing the benefit of their tax exempt status.

B. EXCLUSIONS:

1. Landscaping in locations other than traffic medians, such as sidewalk planters, is not priced in this work and is therefore excluded.
2. We have not included permitting or design fees associated with this work.
3. We have not included any costs associated with removal or replacement of conflicting utilities, unsuitable soils, or hazardous materials found on site.
4. Modification, removal, replacement, or repair of existing sidewalks, crosswalks, streets, curbs, streetlights, signals, signage, or stormwater systems are excluded.
5. Impacts resultant from weather delays, unseasonable soil conditions, or disruptions from other street-related projects are excluded.

C. QUALIFICATIONS BY TRADE:

Division 01 – General Requirements

6. The project assumes a duration of four (4) months total, with two months of crew scheduling and lead times (varying by season), one month of Downtown Median work, and one month of work across other locations.
7. We have included the cost of a Performance and Payment Bond.

PROPOSAL - ASSUMPTIONS and QUALIFICATIONS

8. It is assumed that all temporary utility services (such as irrigation water) will be connected to existing connections and that the cost associated with these temporary utilities are not included.
9. Temporary Maintenance of Traffic (MOT) will be provided at streets directly impacted by our work, with rolling lane closures anticipated for most medians, and full road closures with traffic detours anticipated for Downtown Medians.

Division 02A – Sitework

10. We have included demolition and removal of dead plant materials and stumps in Medians designated to receive new landscaping. Large trees and palms are to remain.
11. We have included excavation and preparation of Medians for new plants.
12. We have included new plants, trees, mulch, and sod in the quantities specified in the breakdowns in Exhibit “B” per the locations specified in Exhibit “C”.
13. Backfill, including white builders sand, native soil, and mulching shall be provided in accordance with details on LA-4 corresponding to applicable plants. Landscape beds shall be mulched, with 16” wide by 24” sod strips installed along Median curbs.
14. Soil and mulch will be installed in a positive drainage slope based on the existing shape of the Traffic Medians. Engineering of drainage grades or water management is excluded.
15. Staking will be provided for Palms and Oaks.
16. Medjool Palms will be provided with certificates of variety.
17. A Contingency of \$10,000 is included for repairs and modifications to existing irrigation.
18. A Contingency of \$8,000 is included for remediation of existing conditions.

01A Project management & Supervision					
1A	Project Management	80	HOURS	3,690.75	
1A	Supervision	120	HOURS	6,525.00	
Total 01A Project Management & Supervision					10,215.75
01B General Requirements					
1A	Permitting & Impact Fees	0	LS	0.00	BY CITY
1B	Owner's Contingency Allowance - Existing Conditions	1	LS	8,000.00	8,000.00
Total 01B General Requirements					
02A Landscaping					
	Removal and Disposal of Plants, Prep of Soil				
	Demolition and Grading	5	Nights	17,500.00	
	Disposal Fee	1	LS	5,000.00	
	Maintenance of Traffic (No Daytime)				
	MOT	15	Nights	20,250.00	
	Portable Light Rack	1	LS	1,750.00	
	Medjool Palm (16' c.t.)	1	EA	6,000.00	
	Blue My Mind Blue Daze (EG) (1 gal)	248	EA	1,736.00	
	White Harthorn (RI) (15" x 18", 3 gal)	475	EA	6,650.00	
	Petite Pink Oleander (ND) (24" x 20", 3 gal)	176	EA	2,640.00	
	Variegated Schefflera Trinette (SV) (20" x 20", 3 gal)	214	EA	3,210.00	
	Purple Society Garlic (TV) (12 Bibs min, 1 gal)	367	EA	2,202.00	
	Super Blue Liriope (LE) (12 Bibs min, 1 gal)	356	EA	2,136.00	
	Aztec Grass (AZ) (12 Bids min, 1 gal)	140	EA	840.00	
	Shore Juniper (PG) (1 gal, 12" trailing)	252	EA	1,512.00	
	Annuals (AN) (4" pots)	60	EA	240.00	
	Mulch (Pine Nugget)	1	LS	5,200.00	
	Premium Organic Topsoil (3" Crown)	1	LS	3,000.00	
	St. Augustine Sod (16" x 24" Strips)	1	LS	5,625.00	
	Owner's Contingency Allowance - Irrigation	1	LS	10,000.00	
Total 02A - Landscaping					95,491.00
<u>TREE FUND ITEMS</u>					
02B - NOVA RD FROM HWY US-1 TO RAILROAD X'ING					
	Remove Stump, Add Medjool Palm (16' c.t.)	1	EA	7,000.00	
Total 02B - NOVA RD FROM HWY US-1 TO RAILROAD X'ING					7,000.00
02C - GRANADA FROM I-95 EAST OVERPASS TO ORCHARD ST.					
	Remove Stump, Add Medjool Palm (16' c.t.)	1	EA	7,000.00	
	Remove Stump, Add Medjool Palm (16' c.t.) & Straighten Exist. Palm Across from Kings Crossing	1	EA	8,000.00	
	Remove existing, Add Live Oak (17' x 10', 8' c.t.)	1	EA	2,400.00	

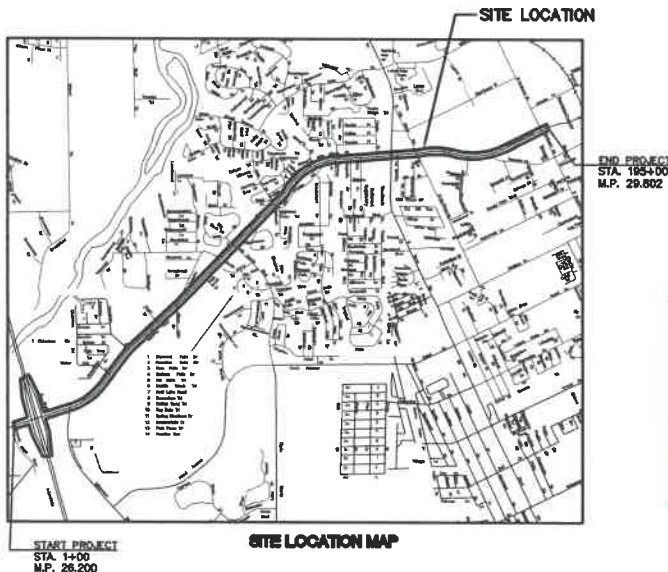
Total 02C - GRANADA FROM I-95 EAST OVERPASS TO ORCHARD ST.					17,400.00
02D - NORTH HWY US-1 MEDIANS					
	Glossy Privet Tree (9' x 9', 5 trunks, B&B)	1 EA		750.00	
	Remove and Replace Crape Myrtles (14' x 5', 65gal)	8 EA		6,000.00	
Total 02D - NORTH HWY US-1 MEDIANS					6,750.00
02E - GRANADA WEST OF I-95 OVERPASS TO RIMA RIDGE RD					
	Senegal Date Palms (20' x 6', 6 Trunks)	13 EA		50,700.00	
	Glossy Privet Tree (9' x 9', 5 trunks, B&B)	3 EA		2,250.00	
	Lavendar Crape Myrtles (14' x 5', 4 Trunks, 65gal)	7 EA		5,250.00	
Total 02E - GRANADA WEST OF I-95 OVERPASS TO RIMA RIDGE RD					58,200.00
		SUBTOTAL		203,056.75	203,056.75
	Overhead and Profit and Profit	8.00%			16,244.54
				SUBTOTAL	219,301.29
	ADD for providing PERFORMANCE & PAYMENT BOND				2,502.71
		TOTAL INCLUDING PP BOND			221,804.00
	Owner's Contingency Allowances				
	Contingency allowance monies will not be spent without prior approval of the City. If/When conditions				
	requiring remediation are encountered, the condition will be presented to the City with a recommendation				
	to remedy along with an associated cost. Upon approval from the City, work will proceed and the actual cost				
	will be applied against the Contingency. Upon completion of the project, any unused Contingency funds				
	will be returned to the City via deductive Change Order.				

EXHIBIT "C" COLORED MARK-UP ONLY

FM# 441602-1-58-01

CITY OF ORMOND BEACH GRANADA MEDIAN LANDSCAPE IMPROVEMENTS FROM WEST I-95 OVERPASS TO ORCHARD STREET

— SITE LOCATION



REVISED 10/9/18
REVISED 11/14/18
FINAL LANDSCAPE/IRRIGATION AS-BUILT 11/02/20

FINAL AS-BUILT PLANS



Prime Contractor: RJ Landscape Contractors, Inc.
Prime CCEI: Newkirk Engineering, Inc.
District Secretary: Jared Perdue
Resident Engineer: Bradley D. Bauknecht, PE
Project Manager: Cara Culliver
Project Administrator: Bradley D. Bauknecht, PE
Start Date: 12/04/2019
Final Acceptance Date: 09/29/2020

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA
DEPARTMENT OF TRANSPORTATION FY 2018-19 STANDARD PLANS AS
APPENDED HEREIN, AND JANUARY 2019 STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY
CONTRACT DOCUMENTS.

MAYOR

BILL PARTINGTON

COMMISSIONERS

DWIGHT SELBY, ZONE 1
TROY KENT, ZONE 2

RICK BOEHM, ZONE 3
BOB LITTLETON, ZONE 4

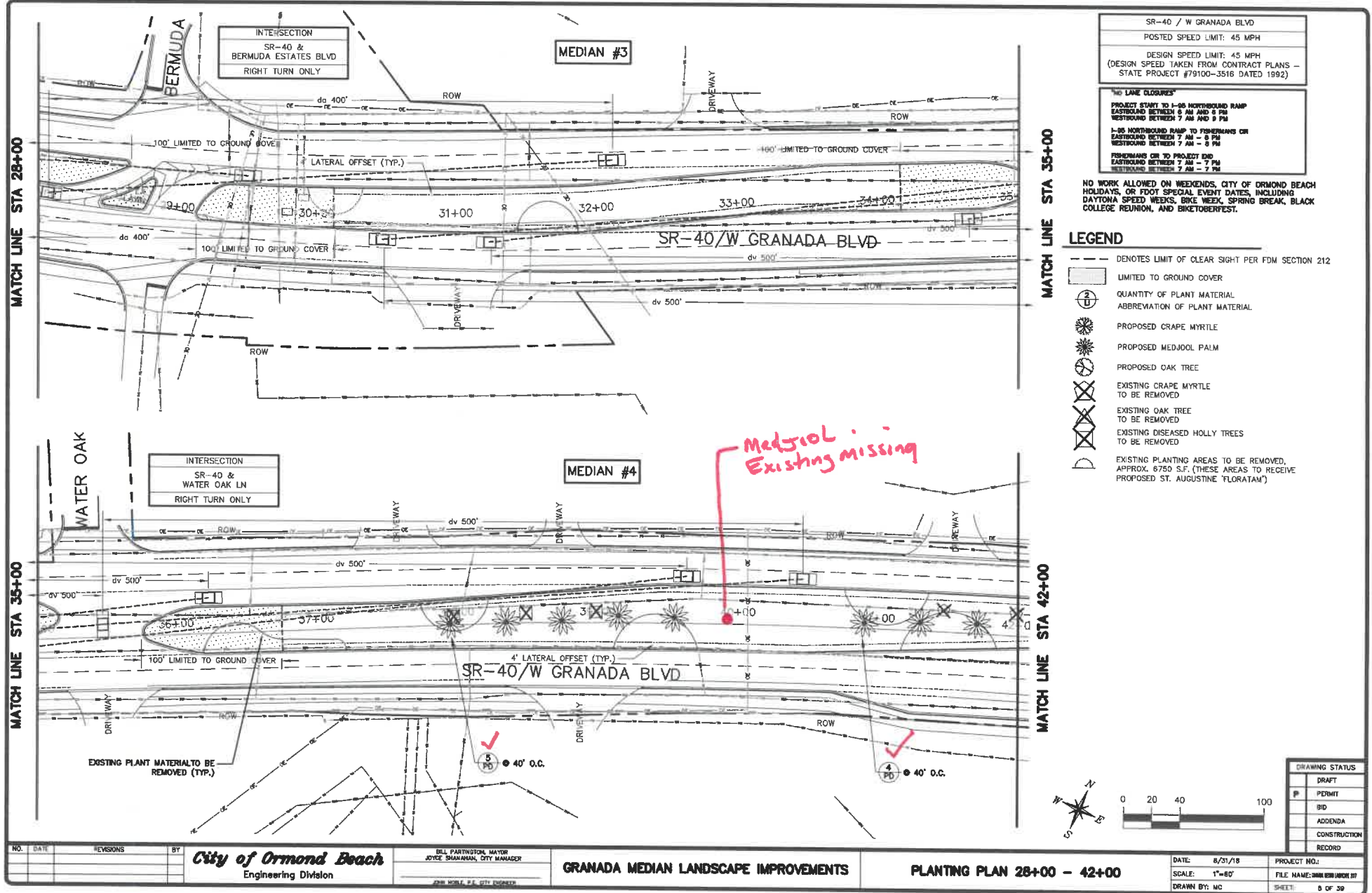
CITY MANAGER

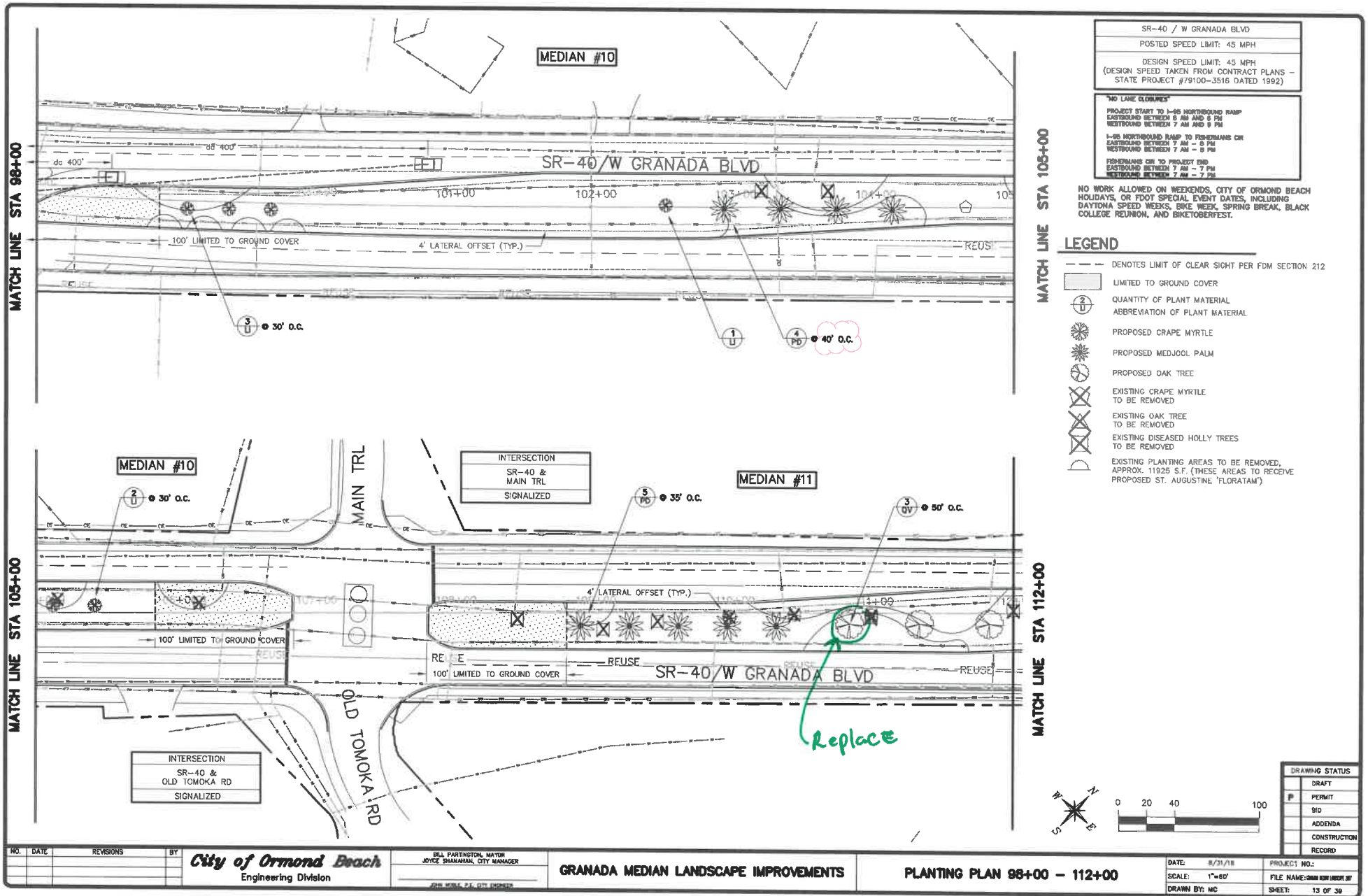
JOYCE SHANAHAN

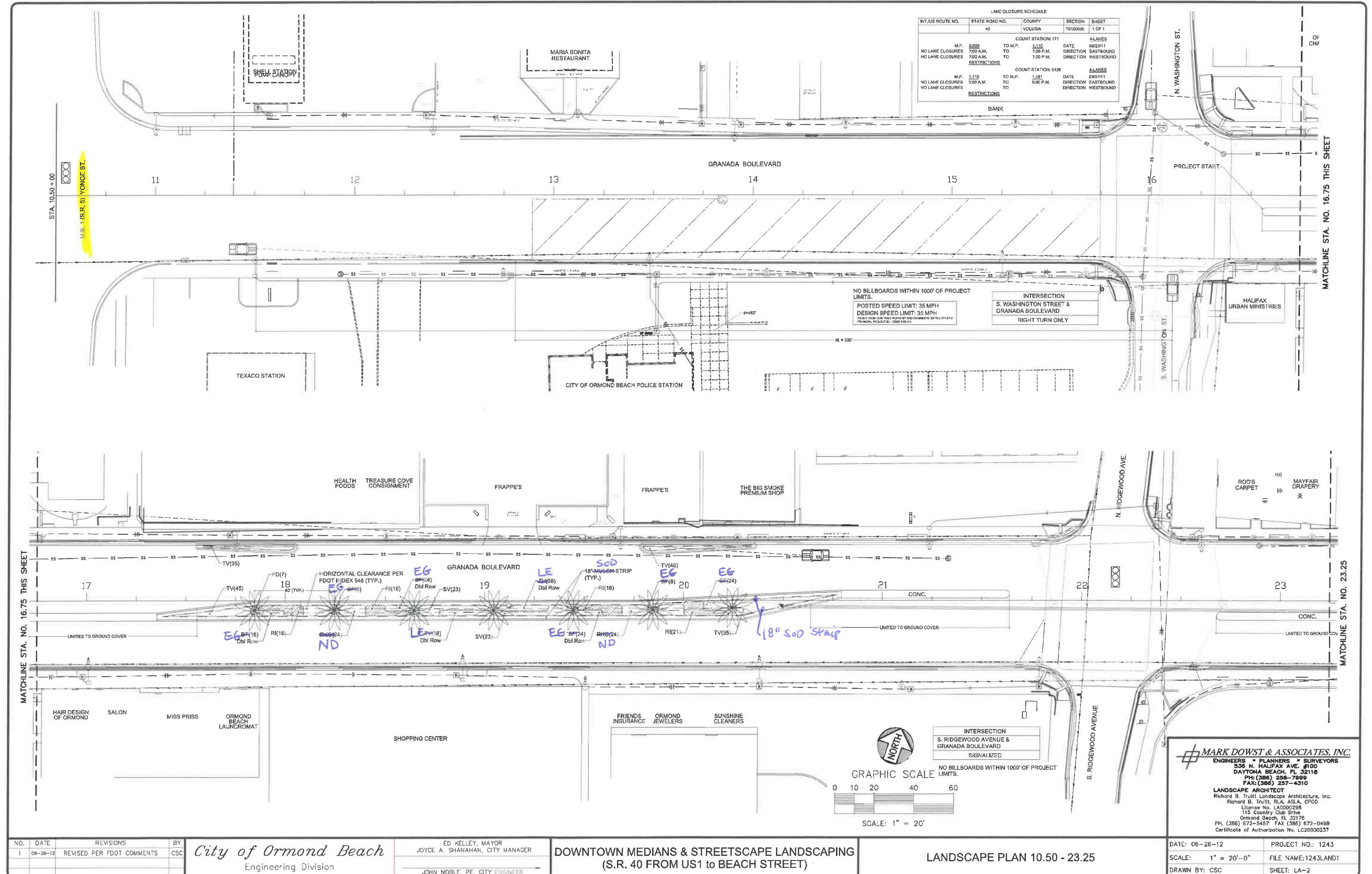
LANDSCAPE ARCHITECT:
PARKER MYCHENBURG and ASSOCIATES, INC.
STEVE R. BUZWELL, R.L.A.
LICENSE NUMBER 000701
729 REDWOOD AVENUE
HOLLY HILL, FL 32107
PHONE (386) 677-0881 FAX (386) 677-2514

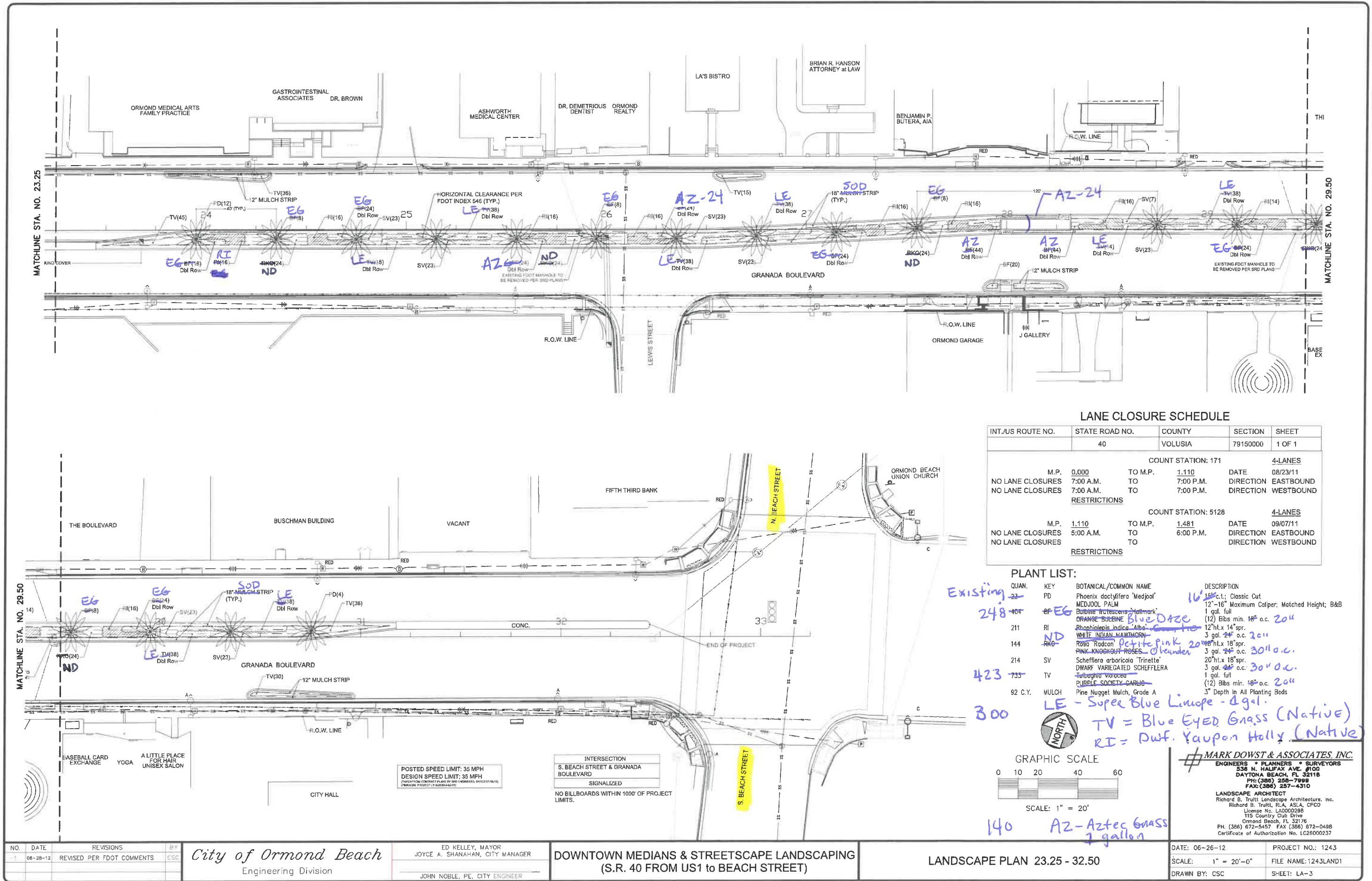
SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	OVERALL MEDIAN MAP
3	NOTES & PLANT LIST
4	LANDSCAPE PLAN - I-95 SLOPE - SOUTH
5	LANDSCAPE PLAN - I-95 SLOPES - NORTH
6	PLANTING PLAN 0+00 - 14+00
7	PLANTING PLAN 14+00 - 28+00
8	PLANTING PLAN 28+00 - 42+00
9	PLANTING PLAN 42+00 - 56+00
10	PLANTING PLAN 56+00 - 70+00
11	PLANTING PLAN 70+00 - 84+00
12	PLANTING PLAN 84+00 - 98+00
13	PLANTING PLAN 98+00 - 112+00
14	PLANTING PLAN 112+00 - 126+00
15	PLANTING PLAN 126+00 - 140+00
16	PLANTING PLAN 140+00 - 154+00
17	PLANTING PLAN 154+00 - 168+00
18	PLANTING PLAN 168+00 - 182+00
19	PLANTING PLAN 182+00 - 196+00
20	UNDERSTORY PLANTING PLAN - MEDIANS 2 & 5
21	UNDERSTORY PLANTING PLAN - MEDIANS 5 & 7
22	UNDERSTORY PLANTING PLAN - MEDIANS 7 & 10
23	UNDERSTORY PLANTING PLAN - MEDIANS 10 & 13
24	UNDERSTORY PLANTING PLAN - MEDIANS 17, 20, & 21
25	IRRIGATION PLAN 0+00 - 14+00
26	IRRIGATION PLAN 14+00 - 28+00
27	IRRIGATION PLAN 28+00 - 42+00
28	IRRIGATION PLAN 42+00 - 56+00
29	IRRIGATION PLAN 56+00 - 70+00
30	IRRIGATION PLAN 70+00 - 84+00
31	IRRIGATION PLAN 84+00 - 98+00
32	IRRIGATION PLAN 98+00 - 112+00
33	IRRIGATION PLAN 112+00 - 126+00
34	IRRIGATION PLAN 126+00 - 140+00
35	IRRIGATION PLAN 140+00 - 147+00
36	PLANTING DETAILS
37	PLANTING & IRRIGATION DETAILS
38	IRRIGATION DETAILS
39	LANDSCAPE MAINTENANCE PLAN

SHEET 1 of 39









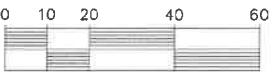
LANE CLOSURE SCHEDULE

INT./US ROUTE NO.	STATE ROAD NO.	COUNTY	SECTION	SHEET
	40	VOLUSIA	79150000	1 OF 1
COUNT STATION: 171				<u>4-LANES</u>
M.P. 0.000	TO M.P. 1.110	DATE	08/23/11	
NO LANE CLOSURES	7:00 A.M. TO 7:00 P.M.	DIRECTION	EASTBOUND	
NO LANE CLOSURES	7:00 A.M. TO 7:00 P.M.	DIRECTION	WESTBOUND	
<u>RESTRICTIONS</u>				
COUNT STATION: 5128				<u>4-LANES</u>
M.P. 1.110	TO M.P. 1.481	DATE	09/07/11	
NO LANE CLOSURES	5:00 A.M. TO 6:00 P.M.	DIRECTION	EASTBOUND	
NO LANE CLOSURES	TO	DIRECTION	WESTBOUND	
<u>RESTRICTIONS</u>				

PLANT LIST:

QUAN.	KEY	BOTANICAL/COMMON NAME	DESCRIPTION
Existing	PD	Phoenix dactylifera 'Medjool'	16" c.t.; Classic Cut
248	EG	MEDJOL PALM	12"-16" Maximum Caliper, Matched Height; B&B
211	RI	Burhinjia hirsuta 'Medjool'	1 gal. full
144	ND	Phoradendron villosum 'Blue Daze'	(12) Bibs min. 18" o.c. 20"
214	SV	Phoradendron villosum 'Blue Daze'	12" h.t. x 14" spr. 3 gal. 24" o.c. 30"
423	TV	Rosa 'Radcon' 'Petite Pink'	18" h.t. x 18" spr. 3 gal. 24" o.c. 30" o.c.
300	LE	PINK KNOCKOUT ROSES	3 gal. 24" o.c. 30" o.c.
	TV	Schefflera arboricola 'Trinette'	20" h.t. x 18" spr. 3 gal. 24" o.c. 30" o.c.
	TV	DWARF VARIATED SCHEFFLERA	3 gal. 24" o.c. 30" o.c.
	TV	Turkey Tail 'Purple Society'	1 gal. full (12) Bibs min. 18" o.c. 20"
	MULCH	Pine Nugget Mulch, Grade A	3" Depth In All Planting Beds
	LE	Super Blue Linum - 1 gal.	
	TV	Blue Eyed Grass (Native)	
	RI	Dwarf Yaupon Holly (Native)	

GRAPHIC SCALE

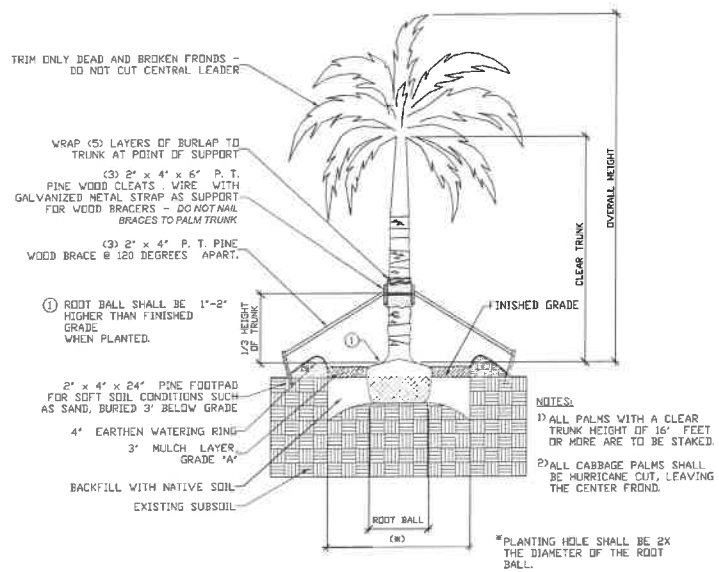


SCALE: 1" = 20'

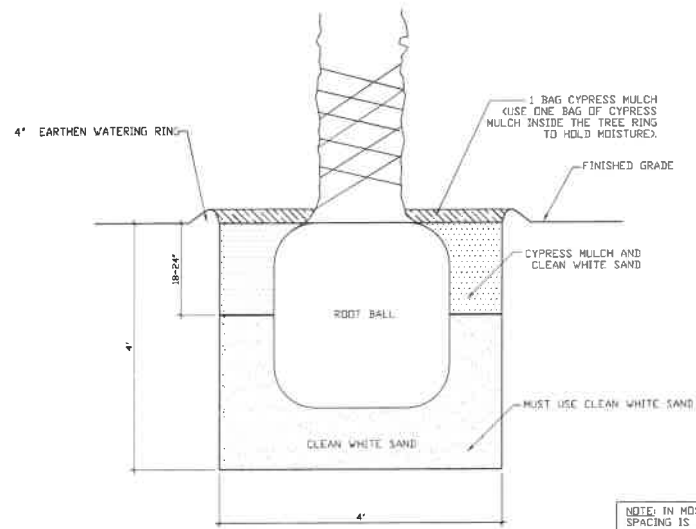
MARK DOWST & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
538 N. HALIFAX AVE. #100
DAYTONA BEACH, FL 32118
PH: (386) 258-7999
FAX: (386) 257-4310

LANDSCAPE ARCHITECT
Richard B. Trull, Landscape Architects, Inc.
Richard B. Trull, R.L.A., A.S.L.A., C.P.C.D.
License No. LA0000298
115 Country Club Drive
Ormond Beach, FL 32176
PH: (386) 672-5457 FAX: (386) 672-0498
Certificate of Authorization No. LC26000237

NO.	DATE	REVISIONS	BY	ED KELLEY, MAYOR	JOYCE A. SHANAHAN, CITY MANAGER	DOWNTOWN MEDIANS & STREETSCAPE LANDSCAPING (S.R. 40 FROM US1 TO BEACH STREET)	LANDSCAPE PLAN 23.25 - 32.50	DATE: 06-26-12	PROJECT NO.: 1243
1	08-28-12	REVISED PER FDOT COMMENTS	CSC	JOHN NOBLE, PE, CITY ENGINEER				SCALE: 1" = 20'-0"	FILE NAME: 1243LAND1
								DRAWN BY: CSC	SHEET: LA-3

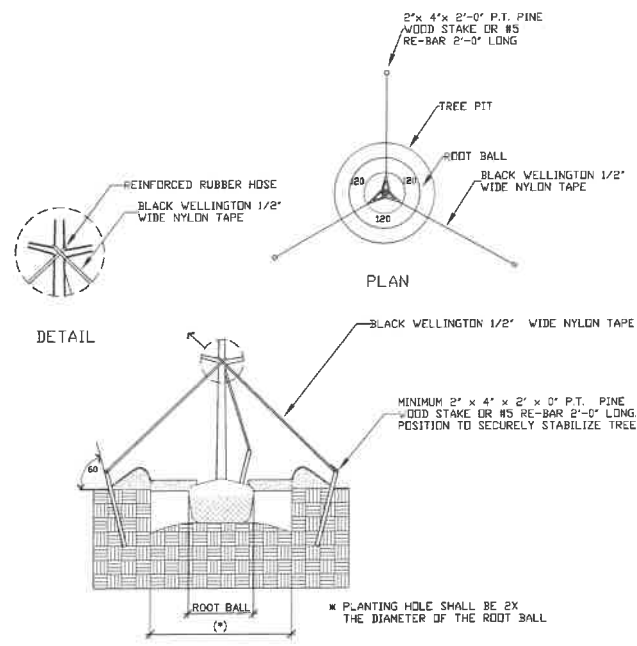
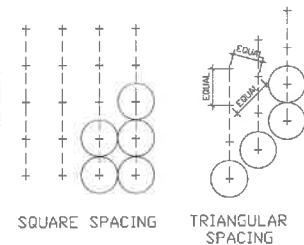


1 STRAIGHT TRUNK PALM DETAIL

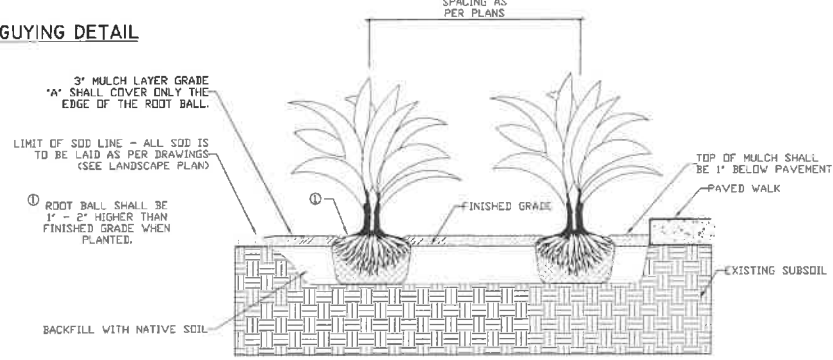


5 MEDJOO PALM INSTALLATION SCHEMATIC (INFORMATION BY GROUNDWORKS)

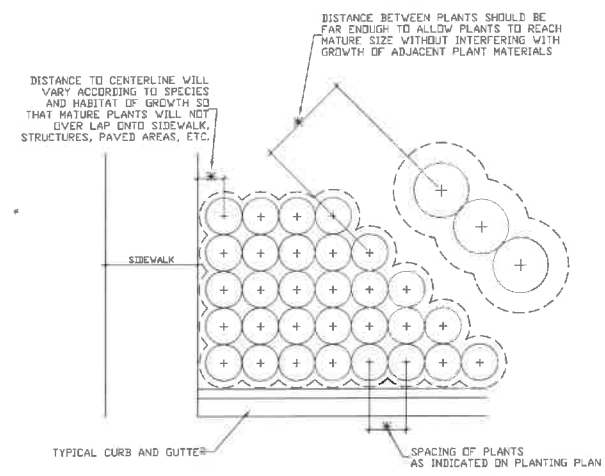
NOTE: IN MOST CASES, TRIANGULAR SPACING IS PREFERRED. USE SQUARE SPACING ONLY IN SMALL RECTILINEAR AREAS.



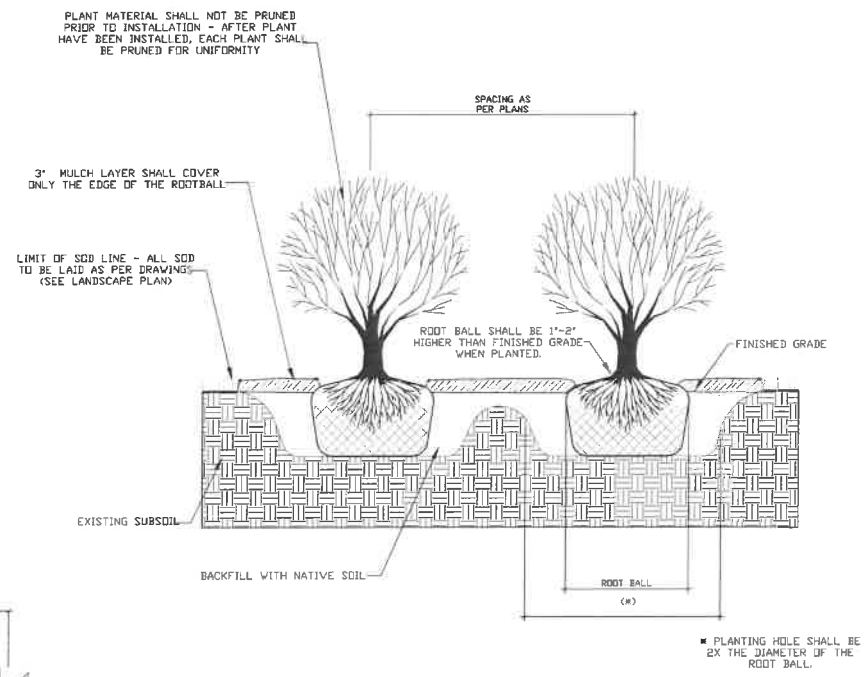
2 TYPICAL TREE GUYING DETAIL



4 TYPICAL GROUND COVER PLANTING DETAIL



6 TYPICAL CONTAINER SPACING



3 TYPICAL SHRUB PLANTING DETAIL

PLANTING & GENERAL NOTES:

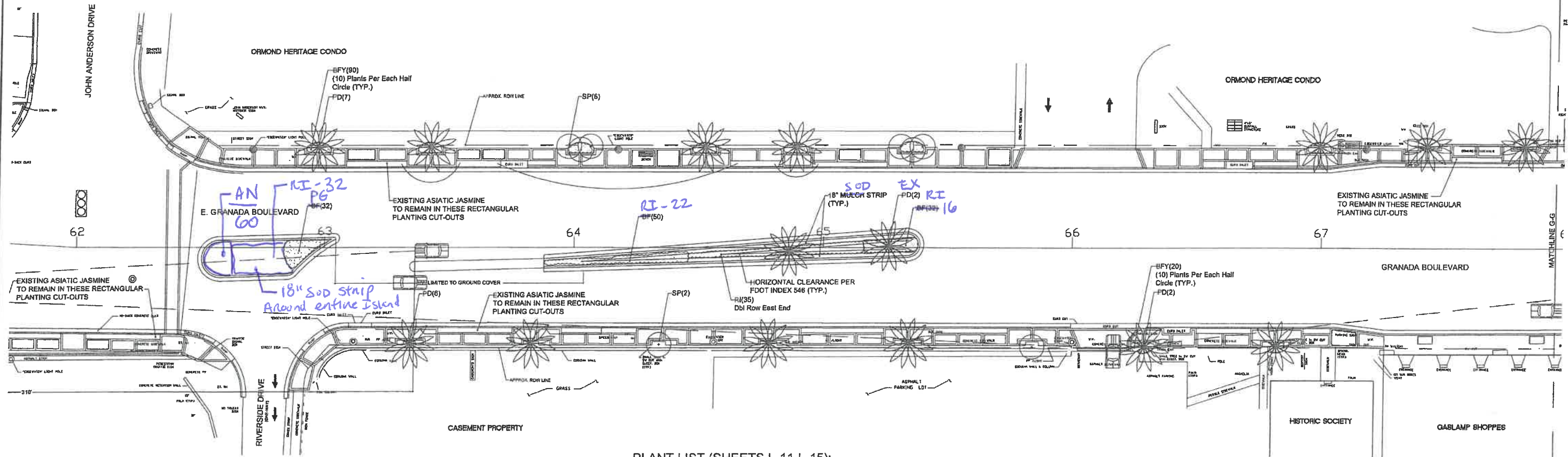
- (See plant specification and details for additional standards)
- All plant material is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.
- All plants are to be top dressed with a minimum of 3"-inch layer of 100% Pine Nugget mulch, Grade A or equal.
- The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact proper utility companies and / or General Contractor prior to digging for field verification. The City of Ormond Beach shall not be responsible for any damages to utility or irrigation lines.
- Planting plans shall take precedence over plant list in case of discrepancies.
- Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing with the work.
- No substitutions will be made at the time of bidding or changes of any kind, so as to provide for fair comparisons. No further changes are to be made without prior consent of the City Landscape Architect.
- Prior to planting installations, all planting areas are to be soil tested to determine soil PH and fertility. It is the responsibility of the Landscape Contractor to amend the soil to meet adequate fertility and PH for corresponding plans and add adequate fertilizer to each plant installed.
- All Medjool palms shall be installed per Detail 5. The Landscape Contractor shall included these cost within their bid.
- The landscape contractor shall remove all surveyor plastic tree tags from existing trees and proposed trees prior to final inspection. Also, all irrigation flags shall be removed.
- Tree caliper or DBH specified shall take precedence over container size.
- All landscape areas are to be provided with automatic sprinkler system which will provide 100% coverage, and 50% overlap.
- All unattended and unplanted tree pits are to be properly barricaded and flagged during installation.
- Trees are to be planted within medians after soil is brought up to grade. Deeply set root balls are not acceptable. (REFER TO PLANTING DETAILS)
- All questions concerning the plan and/or specifications are to be directed to the City Landscape Architect (386) 676-3296.
- The City Landscape Architect shall be permitted the right during installation, to reject any and all plant material and workmanship which in his or her opinion does not meet the requirements of these specifications.
- All plant material to be guaranteed for a period of not less than one (1) year from the time of final acceptance. All replacements to be made within two (2) weeks of contractor notification.

MARK DOWST & ASSOCIATES, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 536 N. HALIFAX AVE. #100
 DAYTONA BEACH, FL 32118
 PH: (386) 258-7999
 FAX: (386) 257-4310
 LANDSCAPE ARCHITECT
 Richard B. Truitt Landscape Architecture, Inc.
 Richard B. Truitt, RLA, ASLA, CPCO
 License No. LA0000298
 115 Country Club Drive
 Ormond Beach, FL 32176
 PH: (386) 672-5457 FAX (386) 672-0498
 Certificate of Authorization No. LC26000237

NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	ED KELLEY, MAYOR JOYCE A. SHANAHAN, CITY MANAGER JOHN NOBLE, PE, CITY ENGINEER	DOWNTOWN MEDIANS & STREETSCAPE LANDSCAPING (S.R. 40 FROM US1 to BEACH STREET)	LANDSCAPE DETAILS & NOTES	DATE: 06-26-12 SCALE: N.T.S. DRAWN BY: CSC	PROJECT NO.: 1243 FILE NAME: 1243LANDET SHEET: LA-4
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INTERSECTION
JOHN ANDERSON DRIVE &
GRANADA BOULEVARD
SIGNALIZED

NO BILLBOARDS WITHIN 1000' OF PROJECT LIMITS.



INTERSECTION
RIVERSIDE DRIVE & GRANADA
BOULEVARD
ONE WAY SOUTH DIRECTION

NO BILLBOARDS WITHIN 1000' OF PROJECT LIMITS.

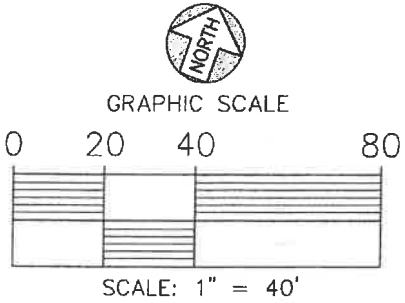
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(TAKEN FROM CONTRACT PLANS, DATED 04/22/10)
(FINANCIAL PROJECT ID: 422030-1-52-01)

LANE CLOSURE SCHEDULE
"NO LANE CLOSURES" - ORCHARD STREET TO A1A- BETWEEN 7:00 AM AND 7:00 PM
NO WORK ALLOWED ON WEEKENDS, CITY OF ORMOND BEACH HOLIDAYS/EVENTS
OR FDOT SPECIAL EVENT DATES

PLANT LIST (SHEETS L-11-L-15):

QUAN.	KEY	BOTANICAL/COMMON NAME	DESCRIPTION
29	SP	Sabal palmetto CABBAGE PALM	Palms Planted in 3's (2-Back Palms 18'o.a. ht. & Front Palm 14'o.a. ht.); 10" Diam min.; B&B Palms Planted in Singles 18'o.a. ht.
1-39	PD	Phoenix dactylifera 'Medjool'	16" c.t.; Classic Cul
252-418	SP-PG	Medjool Palm	12"-16" Maximum Caliper; Matched Height; B&B
486	BFY	Bulbine frutescens 'Yellow Bulbine'	1 gal. full
264-195	RI	Rhaphiolepis indica 'Alba'	(12) Bbs min. 20" o.c.
429	TV	Tulbaghia violacea	1 gal. full
As-Req.	MULCH	Pine Bark Mulch, Grade A	(12) Bbs min. 20" o.c.

60 AN (See Quote Form) Annuals (Seasonal)
32 ND - Petite Pink Oleander - 3 gallon
PG = Sea Purslane (Native) - 1 gallon
RI = Coastie (Native) - 3 gallon



MARK DOWST & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
538 N. HALEFAX AVE. #100
DAYTONA BEACH, FL 32118
PH: (386) 258-7000
FAX: (386) 257-4310

NO.	DATE	REVISIONS	BY
1	04-16-14	REVISED PER FDOT COMMENTS	CSC
2	08-05-14	REVISED PER FDOT COMMENTS	CSC

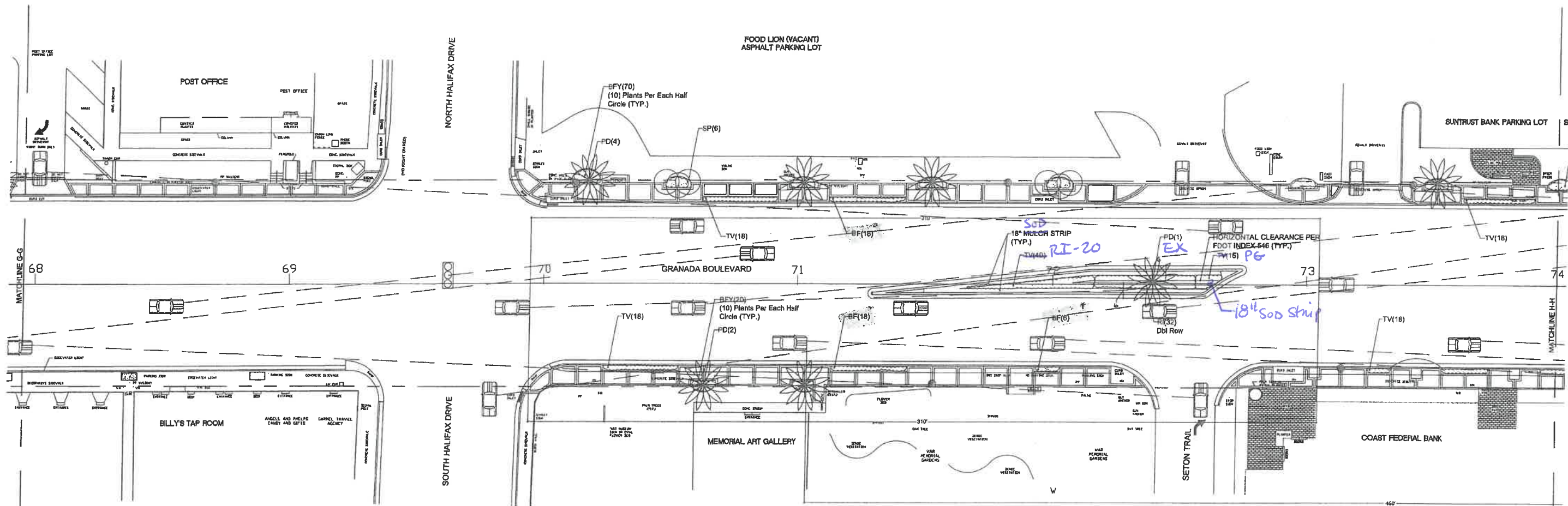
City of Ormond Beach
Engineering Division

ED KELLEY, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
JOHN NOBLE, P.E., CITY ENGINEER

STREETSCAPE LANDSCAPING
(S.R. 40 FROM ORCHARD St. to A1A)

LANDSCAPE PLAN

DATE: 08-03-14	PROJECT NO.: 12438
SCALE: 1" EQUALS 40'-0"	FILE NAME: 12438_LAND_4
DESIGNED BY: CSC	SHEET: L-11



INTERSECTION
 HALIFAX DRIVE & GRANADA BOULEVARD
 SIGNALIZED

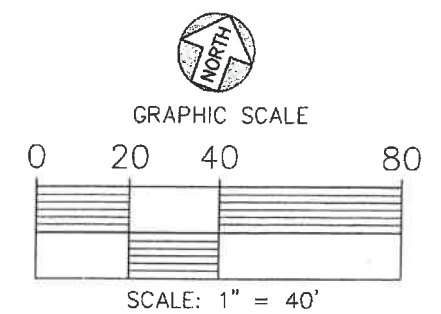
NO BILLBOARDS WITHIN 1000' OF PROJECT LIMITS.

POSTED SPEED LIMIT: 35 MPH
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 (FINANCIAL PROJECT ID: 422030-1-52-01)

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 OR FDOT SPECIAL EVENT DATES

INTERSECTION
 SETON TRAIL & GRANADA BOULEVARD
 RIGHT TURN ONLY

NO BILLBOARDS WITHIN 1000' OF PROJECT LIMITS.



NO.	DATE	REVISIONS	BY
1	04-16-14	REVISED PER FDOT COMMENTS	CSC
2	08-05-14	REVISED PER FDOT COMMENTS	CSC

City of Ormond Beach
 Engineering Division

ED KELLEY, MAYOR
 JOYCE A. SHANAHAN, CITY MANAGER

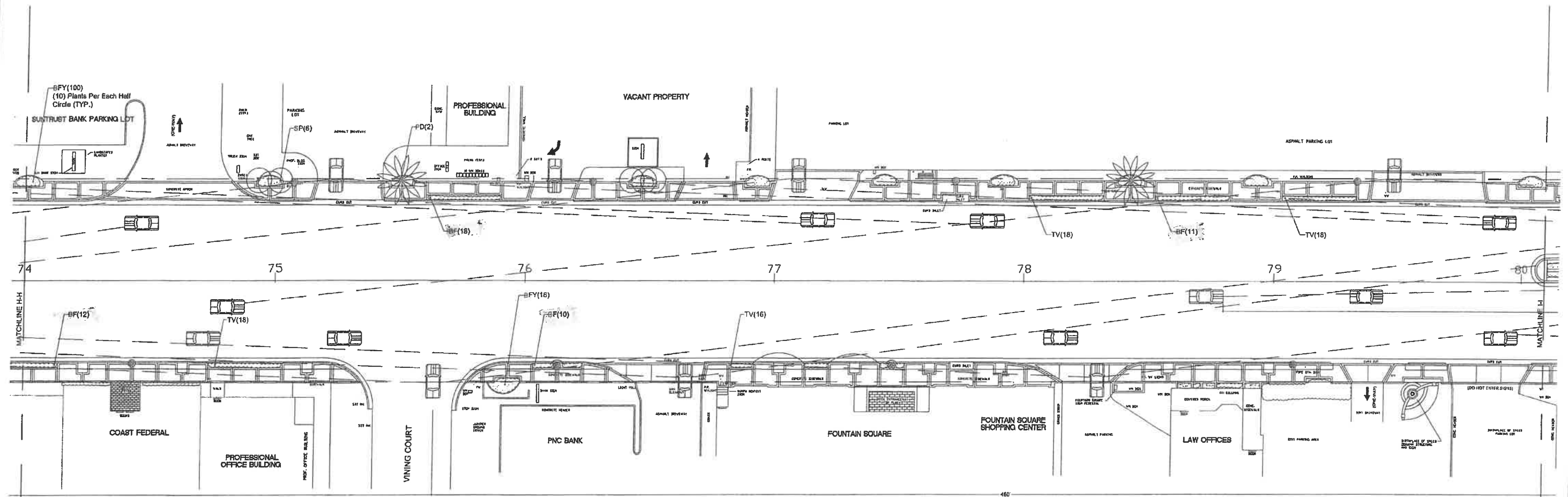
JOHN NOBLE, P.E., CITY ENGINEER

STREETSCAPE LANDSCAPING
 (S.R. 40 FROM ORCHARD St. to A1A)

LANDSCAPE PLAN

MARK DOWST & ASSOCIATES, INC.
 ENGINEERS * PLANNERS * SURVEYORS
 838 N. HALIFAX AVE. #100
 DAYTONA BEACH, FL 32118
 PH: (386) 258-7999
 FAX: (386) 287-4310

DATE: 03-03-14 PROJECT NO.: 1243B
 SCALE: 1" EQUALS 40'-0" FILE NAME: 1243B_LAND_4
 DESIGNED BY: CSC SHEET: L-12



INTERSECTION
VINING COURT & GRANADA
BOULEVARD
RIGHT & LEFT TURN

NO BILLBOARDS WITHIN 1000' OF PROJECT
LIMITS.

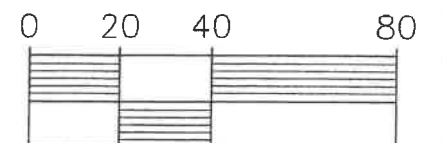
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(TAKEN FROM CONTRACT PLANS, DATED 04/22/10)
(FINANCIAL PROJECT ID: 422030-1-52-01)

LANE CLOSURE SCHEDULE

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NO WORK ALLOWED ON WEEKENDS, CITY OF ORMOND BEACH HOLIDAYS/EVENTS
OR FDOT SPECIAL EVENT DATES



GRAPHIC SCALE



SCALE: 1" = 40'

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
536 N. HALIFAX AVE., #100
DAYTONA BEACH, FL 32118
PH: (386) 258-7999
FAX: (386) 257-4310

NO.	DATE	REVISIONS	BY
1	04-16-14	REVISED PER FDOT COMMENTS	CSC
2	08-05-14	REVISED PER FDOT COMMENTS	CSC

City of Ormond Beach
Engineering Division

ED KELLEY, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

JOHN NOBLE, P.E., CITY ENGINEER

STREETSCAPE LANDSCAPING
(S.R. 40 FROM ORCHARD St. to A1A)

LANDSCAPE PLAN

DATE: 08-08-14	PROJECT NO.: 1243B
SCALE: 1" EQUALS 40'-0"	FILE NAME: 1243B_LAND_4
DESIGNED BY: CSC	SHEET: L-13

"NO LANE CLOSURES" - ORCHARD STREET TO A1A- BETWEEN 7:00 AM AND 7:00 PM
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OR FDOT SPECIAL EVENT DATES

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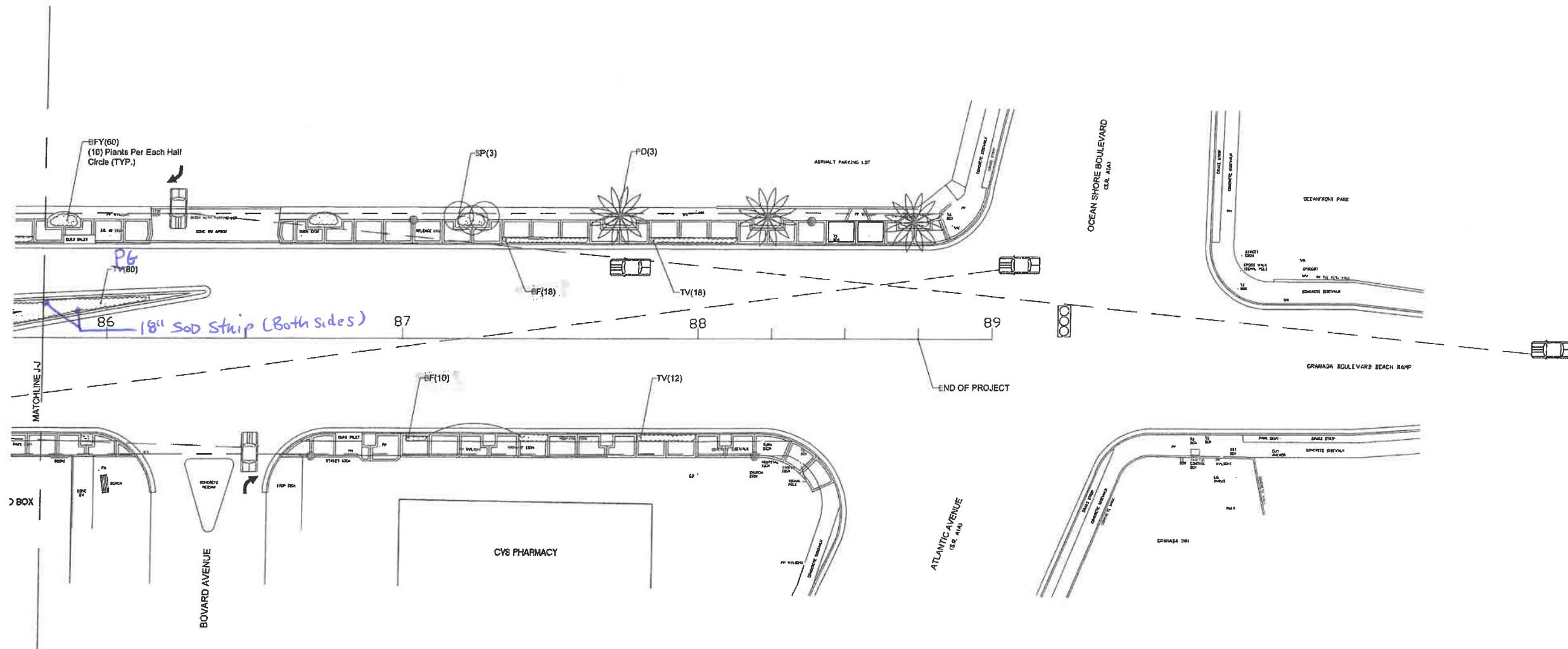


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 **MARK DOWST & ASSOCIATES, INC.**
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PH: (386) 258-7999
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NO.	DATE	REVISIONS	BY	ED KELLEY, MAYOR JOYCE A. SHANAHAN, CITY MANAGER	STREETSCAPE LANDSCAPING (S.R. 40 FROM ORCHARD St. to A1A)	LANDSCAPE PLAN	DATE: 09-03-14 SCALE: 1" = 40'-0" DESIGNED BY: CSC	PROJECT NO.: 1243B FILE NAME: 1243B_LAND_4 SHEET: L-14
1	04-16-14	REVISED PER FDOT COMMENTS	CSC	City of Ormond Beach Engineering Division	JOHN NOBLE, P.E. CITY ENGINEER			
2	08-05-14	REVISED PER FDOT COMMENTS	CSC					



INTERSECTION
BOVARD AVENUE & GRANADA BOULEVARD
RIGHT TURN ONLY

NO BILLBOARDS WITHIN 1000' OF PROJECT LIMITS.

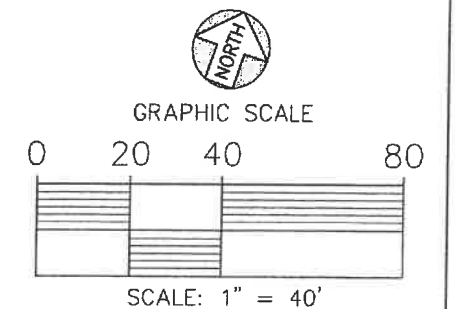
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OR FDOT SPECIAL EVENT DATES

INTERSECTION
ATLANTIC AVENUE (A1A) &
GRANADA BOULEVARD
SIGNALIZED

NO BILLBOARDS WITHIN 1000' OF PROJECT LIMITS.

POSTED SPEED LIMIT: 35 MPH
DESIGN SPEED LIMIT: 35 MPH
(TAKEN FROM CONTRACT PLANS, DATED 04/22/10)
(FINANCIAL PROJECT ID: 422030-1-52-01)



MARK DOWST & ASSOCIATES, INC.
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NO.	DATE	REVISIONS	BY
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City of Ormond Beach
Engineering Division

ED KELLEY, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

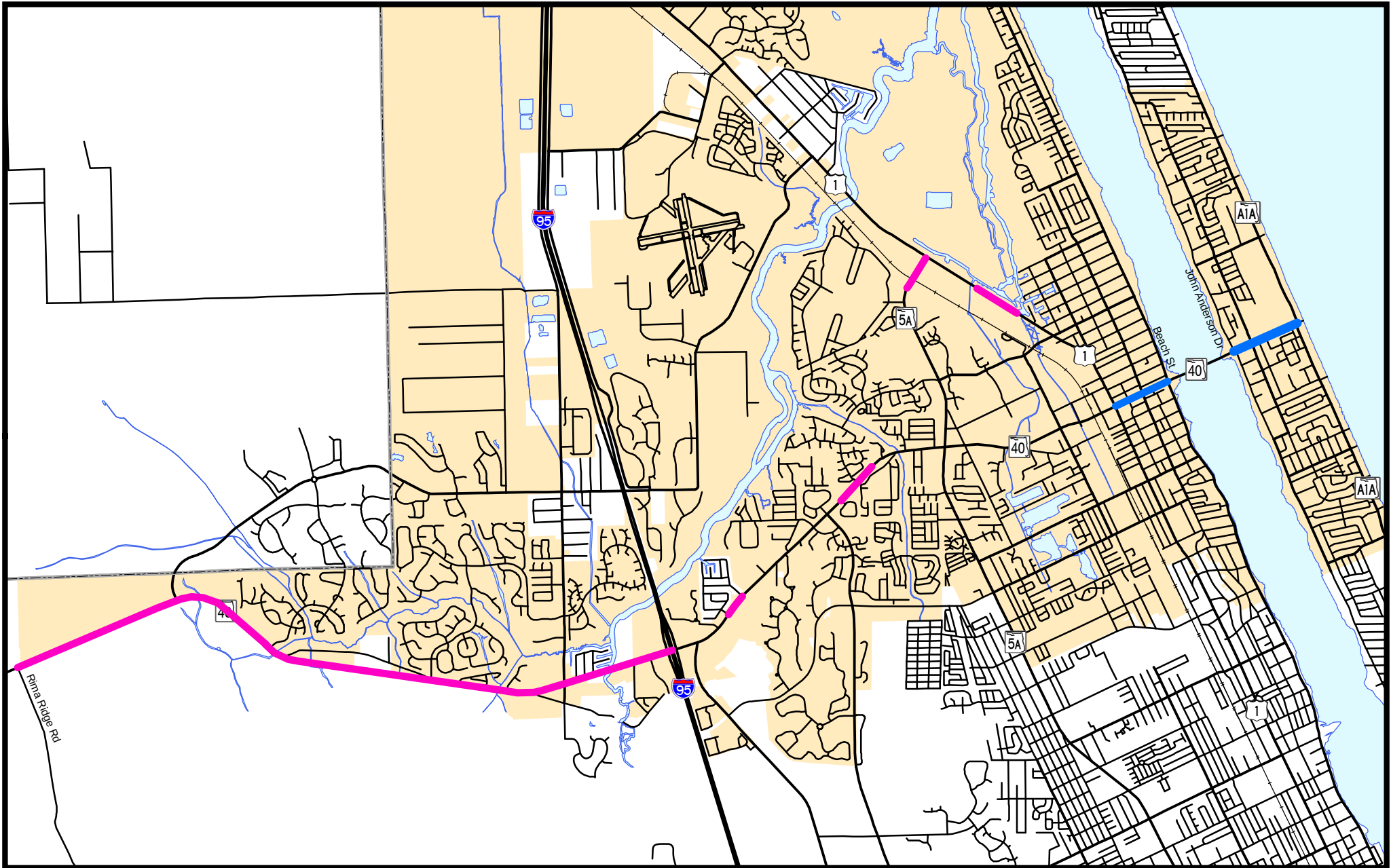
JOHN NOBLE, P.E., CITY ENGINEER

STREETSCAPE LANDSCAPING
(S.R. 40 FROM US1 to Beach Street)

LANDSCAPE PLAN

DATE: 03-03-14 PROJECT NO.: 1243B
SCALE: 1" EQUALS 40'-0" FILE NAME: 1243B_LAND_4
DESIGNED BY: CSC SHEET: L-15

END OF EXHIBIT "C"



Downtown Medians Landscape Renovation

LEGEND

-  Downtown Median Improvements
-  Tree Fund Improvements

Prepared By: The City of Ormond Beach G.I.S. Department - March 24, 2025



Not to Scale
Page 51 of 502



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 8.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-91
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Ormond MainStreet Fiscal Year 2024-25 Funding Agreement		
Summary:	This item requests approval of the Fiscal Year 2024-2025 Service Agreement with Ormond Beach MainStreet (MainStreet) in the amount of \$70,000, for the purpose of performing services that support business growth, encourage the use and development of an Arts District, promote the Ormond MainStreet District, and conduct special events to attract visitors to experience the downtown. The requested amount of \$70,000 is the same as Fiscal Year 2023-2024. This request is typically made in the fall of each year, however, it is being submitted later in the funding period due to staff changes at Ormond Mainstreet. Because the service agreement covers the entire fiscal year, staff is seeking City Commission approval even though the amount is less than the recently amended purchasing threshold. Each year, MainStreet performs work pursuant to a contract with the City for services more appropriately done by a non-government organization. The contractual work includes marketing, promotions, a weekly Farmers Market, merchant support, and events designed to increase foot traffic into the downtown and bolster the City's reputation as a vital, interesting, and welcoming destination. MainStreet continues to better the experience for visitors to the downtown district through events, partnerships with other organizations, supporting the City in capital projects, grant and mural reviews. MainStreet has provided a summary of activity in an attached activity report.		
Financial Impact:	Funds for the service agreement with MainStreet in the amount of \$70,000 are included in the FY 2024-25 budget, Fund 104-Downtown Community Redevelopment Area.		

Citizen Impact:	MainStreet has been critical to the success and revitalization of the downtown area through numerous commercial, cultural, and civic activities that attract visitors and residents of all ages.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Fiscal Year 2024-25 Service Agreement with Ormond MainStreet in the amount of \$70,000.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 25-91 OB MS Agreement (P25-0056G) 2. FY2024-25 OB MainStreet Agmt 3. Exhibit A, CRA Area 4. 24-25 Letter of Transmittal 5. 23-24 activity report final	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	5/6/2025 5/14/2025 5/14/2025

RESOLUTION NO. 2025-91

A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

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

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

WHEREAS, the City Commission approved Resolution No. 84-74 declaring the Central Business District ("District"), as described therein, to be a Community Redevelopment Area in accordance with section 163.357, *Florida Statutes*, and

WHEREAS, Resolution 84-74 further declared the City Commission to be the Community Redevelopment Agency ("Agency") for the District, and

WHEREAS, in accordance with section 163.387, *Florida Statutes*, the City Commission approved Ordinance No. 84-34 establishing a Redevelopment Trust Fund ("Trust Fund") for the Agency in accordance with the said statutory provisions, and

WHEREAS, by Resolution No. 87-4, the City Commission approved the Granada Boulevard Master Streetscape Plan (“Granada Plan”) as the official City policy and plan for the said area, and

WHEREAS, by Resolution No. 87-53, the City Commission approved the Bovard Avenue/Vining Court Master Streetscape Plan (“Bovard Plan”) as the official City policy and plan for the said area, and

WHEREAS, together the said plans comprised the Community Redevelopment Plan (“Plan”) for the said area, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution Nos. 89-262, 93-178, 93-252, 00-155, and 01-168 readopting and amending the Granada and Bovard Plans, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution No. 2004-181, amending the Granada Plan to provide the establishment of a Property Improvement Grant Program (“Grant Program”) for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2004-187 establishing conditions for the implementation of the Property Improvement Grant Program for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2007-157, adopting the updated master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2019-178, adopting the amended master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, individually and acting as the Community Redevelopment Agency for the Central Business District and areas adjacent thereto, desires to renew a Service Agreement with Ormond Main Street, Inc., for the promotion of economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District, a copy of the FY2024-25 Service Agreement being attached hereto and incorporated herein by reference, and

WHEREAS, the City Manager has certified that funds in the amount of \$70,000.00 for the renewal of the Service Agreement have been deposited to the credit of the Downtown Redevelopment Trust Fund (104) and has not been appropriated for any other purpose, and

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

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

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

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

APPROVED AND AUTHENTICATED this 20th day of May, 2025.

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

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**2024-25 SERVICE AGREEMENT
FOR ORMOND MAIN STREET**

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

- 1. Recitals.** The recitals described above are incorporated herein by reference and are part of this Agreement.
- 2. Public Purpose.** The allocation and expenditure of public funds herein provided are intended to serve clearly identifiable and concrete public purposes as the primary objective of this agreement, has a reasonable expectation that such public purposes will be substantially and effectively accomplished, and that the public funds provided herein are not to be used for general functions or purposes of **OMSI**. The parties determine that the use of the public funds are intended to satisfy the "public purpose" principles established in O'Neil v. Burns, 198 So.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975)."
- 3. Term.** This Agreement shall be effective retroactively from October 1, 2024, and shall continue in effect through and including September 30, 2025. Thereafter, this Agreement may be renewed for additional one (1) year periods based upon the fiscal calendar of the **CITY/AGENCY**, which fiscal year begins on October 1st of a given year and ends on September 30th of the following year.
- 4. Responsibilities of the Respective Parties.** **OMSI** shall be responsible for the following:
 - a)** Advertising the Ormond Main Street District, its brand, businesses, events and opportunities via all traditional media avenues, as well as social media and internet sites;

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

For the services rendered above, the **CITY/AGENCY** shall pay to **OMSI**, \$70,000.00 as follows: \$52,500.00 on June 1, 2025 and \$17,500.00 on July 1, 2025. Such payments shall be considered a fee for service and are not to be used for normal organizational operational costs.

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

- a) Maintaining and seeking to expand membership.
- b) Implementation of new events.
- c) Maintenance of the Farmers Market.
- d) Administrative costs including participation in Florida Main Street and National Main Street.

- e) A monthly e-newsletter promoting business and activity in the CRA district.
 - f) Collecting and disseminating data, providing assistance to various **OMSI** and **CITY/AGENCY** committees and workshop groups, and attending various meetings relative to such tasks.
 - g) Assisting with the maintenance and update of data related to CRA district properties, including vacancies and business changes.
 - h) Promoting the Ormond Beach Main Street District program, thereby increasing the base for new business development.
 - i) Assist applicants for Property Improvement Grants and **CITY/AGENCY** staff with the TIF funding process in the Ormond Beach Main Street District.
 - j) Assist applicants developing in the downtown and **CITY/AGENCY** staff with SPRC meetings for all projects in the Ormond Beach Main Street District.
 - k) Assist in recruiting and retaining businesses.
 - l) Encourage property owners to redevelop property and recruit businesses to fill vacant spaces.
 - m) Assist **CITY/AGENCY** staff with the review/design/implementation of downtown capital projects.
6. **Board Appointment.** The City Manager and City Commission shall each be entitled to appoint one (1) member to the Board of Directors of **OMSI**.
7. **Termination of Agreement.** Either party may terminate this Agreement without cause upon giving the other party at least sixty (60) days prior written notice of the intention to terminate this Agreement.
8. **Relationship of Parties.** Neither the **CITY/AGENCY** (including any of its elected or appointed officers, employees, agents or other representatives) nor **OMSI** (including any of its directors, officers, employees, agents or other representatives) are the employee, agent, or other representative of the other party; and all activity performed by either party pursuant to and in furtherance of this Agreement, whether directly or indirectly related to this

Agreement, shall constitute the separate and independent act of the respective party performing said act.

9. **Liability and Indemnification.** OMSI shall fully defend, indemnify, save, and hold the **CITY/AGENCY** (including its elected and appointed officers, employees, agents, and other representatives) harmless from and against all suits, action, claims, proceedings, demands, or liability of any nature whatsoever (including attorney's fees through and including all appeals), arising from injury, loss, or damage to any person or property, which is directly or indirectly caused by or results from any act or negligence of **OMSI** (including its directors, officers, employees, agents and other representatives).
10. **Miscellaneous. OMSI shall:**
 - a) Obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge **OMSI**'s duties under this Agreement.
 - b) Be solely responsible for paying all costs relative to the discharge of its duties under this Agreement, except as otherwise indicated herein.
 - c) Comply with all applicable federal, state, and local laws, rules, and regulations.
11. **Florida Public Records Law.** Main Street expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
 - b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be

provided to the City in a format that is compatible with the information technology systems of the City.

- e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.
- 12. **Assignment.** Neither this Agreement nor any part thereof may be assigned to any other person or entity without the prior written consent of the City Commission.
- 13. **Sovereign Immunity.** The **CITY/AGENCY** expressly retains all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the **CITY/AGENCY**.
- 14. **Complete Agreement.** This Agreement constitutes the entire and complete agreement by and between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
- 15. **Amendments.** This Agreement may not be amended unless such changes are reduced to writing, which amendments must be approved by the City Commission and signed by both parties.

[Remainder of page intentionally left blank]

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

DATED this ____ day of _____, 2025.

WITNESSES:

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

Signature: _____
Print Name: _____

By: _____
JASON LESLIE
Mayor, City of Ormond Beach
and Chairman, Central
Business District CRA

Signature: _____
Print Name: _____

Attest: _____
JOYCE SHANAHAN
City Manager

DATED this __day of _____, 2025.

WITNESSES:

ORMOND MAIN STREET, INC., a Florida
corporation

Signature: _____

Print Name: _____

By: _____

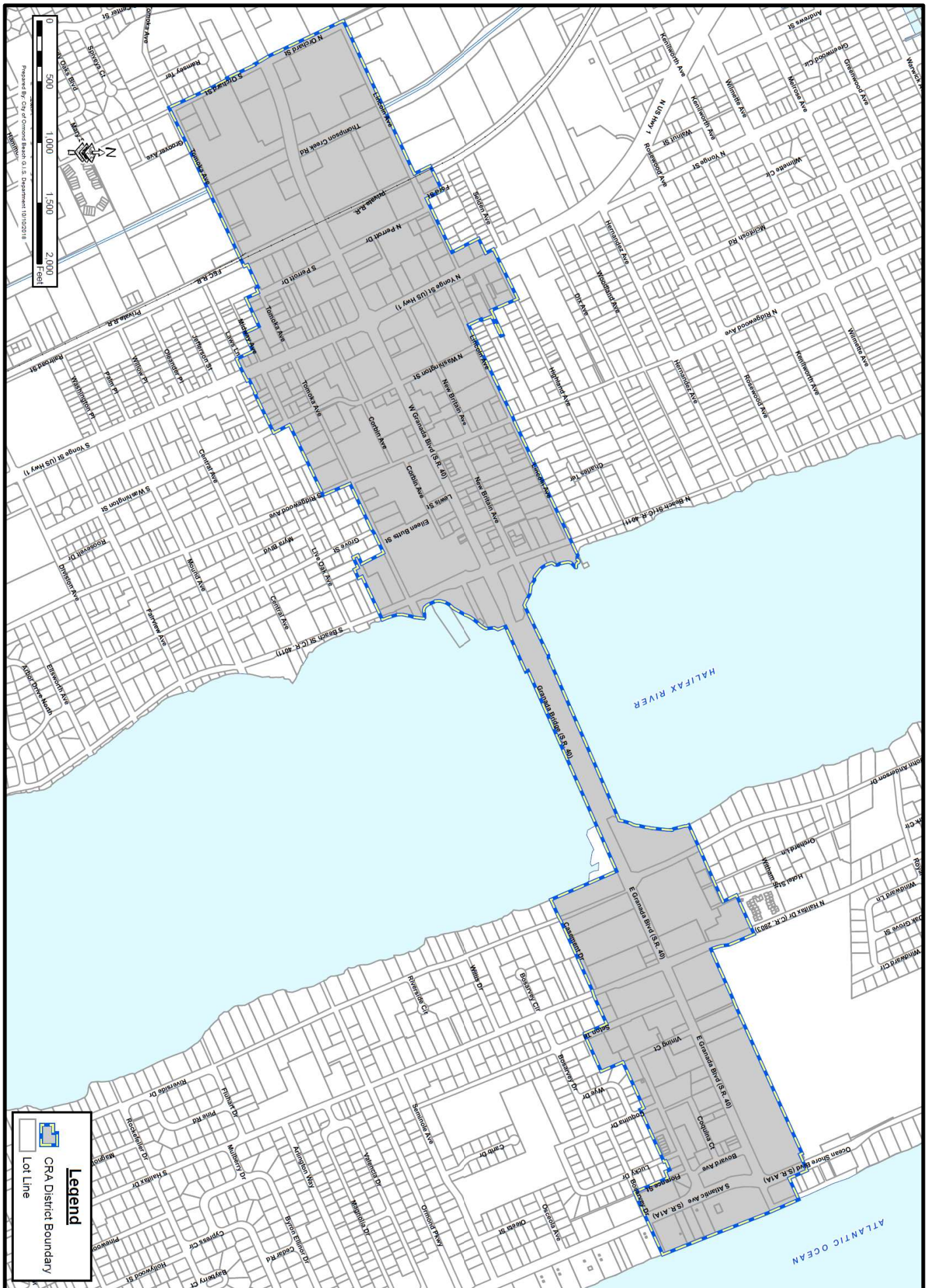
THOMAS CAFFREY
President

Signature: _____

Print Name: _____

Attest: _____

REBECCA PARKER
Executive Director



**Board of Directors
2024-2025**

Thomas Caffrey, President
Nancy Cortez, Vice President
Robin Faber, Secretary
Eric DeVriese, Treasurer
Bill Rice, Design Committee Chair
John Adams, Economic Vitality Chair
Caryn Baker
Dorian Burt
Thays Franca
Frank Ganz
Billie Joe Kaler
Johnny Long
Thomas MacDonald
Brian McMillan
Bill Partington, II
Lisa Rademacher
Judith Stein
Kevin Wakefield

Ex Officio Members

Travis Sargeant, Ormond Beach
City Commissioner
Steven Spraker, Planning Director
City of Ormond Beach
Debbie Cotton, President & CEO
Ormond Beach Chamber of Commerce

Community Partners

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

Executive Director

Rebecca Parker

Annual Sponsors

Adams, Cameron & Co. Realtors

Advent Health

Florida Power & Light

Foundation Risk Partners

Highlander Corporation

Money Pages

Ormond Observer

Realty Pros Assured

Ritchey Cadillac

Ritchey Buick GMC

Seacoast Bank

Security First

S.R. Perrott

Mr. Steven Spraker
Planning Director
City of Ormond Beach Planning Department
22 S. Beach St.
Ormond Beach, FL 32174

Re: Contract renewal with Ormond MainStreet, Inc.

Dear Mr. Spraker,

I would like to request that you once again allocate \$70,000 in your 2024-2025 budget cycle for the work provided to the City of Ormond Beach by Ormond MainStreet, Inc.

Our contractual work for the City includes marketing, promotions, the weekly Ormond Beach Farmers Market, support of local arts and culture, merchant support, and events large and small, all designed to increase foot traffic into the Historic Ormond Beach district, and bolster the City's reputation as a vital, interesting and welcoming destination. Though we have seen many changes this year, we have managed to continue to meet existing and long-term commitments, while implementing new programs and initiatives.

We are excited to remain an important part of the City's place-making efforts. Our partnerships with local organizations continue to extend our reach into the community. We are working hard to build success for downtown businesses by providing them with collaborative marketing, merchant-focused events, and a welcoming community where they regularly share their successes and challenges. We are investing in people and systems that strengthen the sustainability of our organization, enabling us to serve the community for generations to come. We have taken steps to update our strategic plan this year, and are reenergized by the plans and goals the board of directors have all come together to agree upon. As always, our work with the City's Planning and Economic Development departments remains the cornerstone of our success.

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

Sincerely,



Rebecca Parker
Executive Director
Ormond Beach MainStreet, Inc.
Becky@ormondmainstreet.com
386-492-2938





Mission Statement: dedicated to enhancing quality of life for Ormond Beach residents by hosting premiere community events; providing resources & individualized support to small businesses; partnering with local government on innovative projects; & advocating for the arts, history & culture in Historic Ormond Beach.

ANNUAL ACTIVITY REPORT 2023-2024

Ormond Beach MainStreet entered its 29th year with a new commitment to building our organization and district's future. We kicked off the year our Annual Celebration and the recognition of 10 years of service by our Executive Director, Becky Parker.

All of our events grew. The **Ormond Beach Farmers Market** nearly doubled in both attendance and vendors, during several stretches of time throughout the year. The **Riverfest Seafood Festival** celebrated its 12th birthday, while the **13th annual Ormond Beach Celtic Festival** won the Visitor's Choice Award for "Best Arts, Culture & Heritage Event" from the Daytona Beach Convention & Visitors Bureau for the 2nd year in a row. It saw visitors representing every state in the nation. **Granada Grand Festival of the Arts**, promoted as a weekend-long art experience, showed a record year for attendance, and significant profitability for neighboring businesses. **Taste of Ormond** celebrated eateries new and old, and helped fund several important budget items. The 2nd **Ormond Burger Week** – was a huge success with over 20 participating restaurants and significant promotion for the district during a slower time of the year.

We organized another highly successful **Small Business Saturday** in November and a **Christmas in July** event to help increase Summer numbers. These events are open to all merchants in the CRA District, including non-OMS members. Each event featured 45-50 businesses, and both events received overwhelmingly positive feedback from participants and customers alike. We also welcomed new businesses to the district, including Alexander's Stoked Poke, Singas Pizza, Fern & Fable Books, Rockefeller's Speakeasy, Swillerbee's Craft Donuts, Chuckle & Bliss Boutique, and more.

As always, our efforts are focused on making Historic Ormond Beach a place where the citizens of Ormond Beach want to gather and to call their own. Below please find a few of our accomplishments over the past year:

Ormond Beach MainStreet and Local Community:

- **65** local annual and event sponsorships from businesses
- **3,500 +** total volunteer hours = **\$100,000** of in-kind donations
- **Six** major local events including Riverfest Seafood Festival, Taste of Ormond, Ormond Beach Celtic Festival and Granada Grand Festival of the Arts brought more than **30,000**

people into the CRA District. All events continue to show growth year over year and this year's Celtic Festival brought visitors from every state in the country.

- Once again, **300** fishing poles were given away to young people under twelve at this year's Riverfest as part of our annual Kid Fish program. The program, based on guidelines provided by Florida Fish and Wildlife, requires the children to go through an ethical angling course before receiving their poles. This program is supported through a grant from Fish Florida & Hull's Seafood.
- Ormond Beach MainStreet offers manpower, planning assistance, underwriting and marketing to other organizations who sponsor **events in the CRA District** including the Ormond Beach Chamber of Commerce, Ormond Memorial Art Museum, Ormond Beach Historical Society, The Casements, the Tomoka Poets, the Volusia Region Antique Auto Club of America, both Ormond Beach Rotary Clubs, Ormond Beach Arts District, Ormond Art Walk, the City of Ormond Beach & more. These events brought an additional **several thousand** people into downtown.
- **50** Farmers Markets at City Hall brought approximately **20,000** people to the center of the City.
- We continue to work with the Ormond Beach Chamber of Commerce on the Ormond Leadership program. Executive Director Becky Parker serves as the chairwoman for the 9-week program for local professionals.
- Ormond MainStreet partnered with Seabreeze High School through our events to help raise funds for various school programs and departments, including the Seabreeze's AICE program, Key Club and Design program. Following this year's donation, OMS has donated **over \$23,000 to Seabreeze programs** since 2013.
- Continued promotion of the downtown district throughout the year. Executive Director attends and presents at quarterly Economic Prosperity Hour (hosted by Ormond Chamber), Volusia County Economic Development Events, & Convention & Visitors Bureau workshops, and other civic organization meetings.

Ormond Beach MainStreet and City Government:

- MainStreet Executive Director worked with Economic Development Director Brian Rademacher to identify and connect with businesses affected by Hurricane Milton in October 2024, and understand how both the City of Ormond and Ormond Main Street can provide assistance.
- We continue to partner with the Planning Department by serving as the review committee for Building Improvement Grants.
- OMS Design Committee continued to work with City Planning & Engineering Departments on projects approved for the CRA in the current fiscal year budget including the sidewalk banding project, Cassen Park redesign project, the long awaited installation of the signal cabinet wrap project, and more.
- Main Street Executive Director joined the Public Art Master Plan Steering Committee, which began meeting for the first time in August, providing feedback, research, and touring the consultants around the CRA during their visits.
- Under the guidance of Brian Rademacher, the City's Economic Development Director, the MainStreet Economic Vitality Committee is developing a Business Retention Survey for the CRA District. The committee will also provide the manpower to administer the survey and compile the results.

- As part of a continuing commitment to pedestrian safety, we remain a liaison for Florida Department of Transportation and district businesses affected by the construction of mid-block crossings along Granada, both beachside & downtown.
- OMS continued to concentrate efforts on publicizing usage of the Ormond Beach docks at Cassen Park, spending dollars on social media campaigns and the design, print and distribution of promotional flyers.
- This year, Ormond MainStreet held 50 Thursday morning Farmers Markets on City Hall Plaza as part of its contract with the City. During high season, we now expect about 1,000 visitors to the market per week, and 32-33 vendors, growing attendance to approximately 20,000 annually.
- Executive Director serves on the Home for the Holidays parade planning committee and Ormond MainStreet continues to provide entertainment and hot chocolate.
- Sponsored numerous City of Ormond Beach events including Home for the Holidays Parade, Independence Day Celebration, Art in the Park and the State of the City luncheon. We added a premiere sponsorship for The Casements' inaugural "A Night to Remember" father-daughter event.

Ormond Beach MainStreet and Local Business

- Maintained an active merchants-only Facebook group for district business owners (220 members), providing new resources, grant opportunities and other important announcements multiple times each week.
- Leveraged affiliations with Florida MainStreet and Main Street America to provide up to date information on grants and best business practices.
- Our organization of Small Business events including "Christmas in July" and "Small Business Saturday" continue offer significant value to our small businesses. These events are designed to bring new traffic to locally owned stores and restaurants and emphasize the vitality and special nature of our small businesses. Both events had more than 40 businesses participate. A survey of participants reported that "Small Business Saturday" resulted in the most profitable day of the year for several businesses, and brought brand new customers for many others. Ormond MainStreet organizes all logistics of the event, including business registration, promotion, sponsorship, and distribution of all signage, and other materials.
- Advertisements and feature articles promoting Ormond businesses and activities were published in Daytona Beach News-Journal, Ormond Observer, Hometown News, Palm Coast Observer, Flagler Live, Pelican Post, Ormond Magazine, Backstage Pass, East Coast Current, Celtic Life, InRoom Concierge, See Magazine, all Southern Stone radio stations, WSBB, and more.
- Our social media presence continues to grow including maintenance of our social media platforms (combined 38,000 followers) and monthly e-newsletter reaching more than 3,000 subscribers.
- Shared information on marketing and business support grants available through national corporations including American Express, The Hartford, eBay, AARP and others, some available only to those affiliated with Main Street communities. We also supplied letters of support and data to those who chose to apply for funds.

- Conducted regular check- ins with business and property owners - both in person and digitally - and followed up with relevant information.
- Identified and welcomed new businesses to the district and offered our support, promotion, hospitality, and a business direct newsletter on educational opportunities and upcoming events.
- Published a monthly business-direct newsletter with information about funding, educational opportunities and upcoming events.
- Held monthly merchants' meetings, taking place at a different small business each month.
- Awarded (2) \$500 marketing grants in 2023 to new district businesses.
- Continued to partner with Ormond Beach Chamber of Commerce to get information to CRA businesses.

Ormond Beach MainStreet and the Arts

- Continued to support our sister 501c3 – Ormond Beach Arts District. Executive Director Ms. Parker serves as President, while board member Judy Stein serves as Past President, providing organizational stability to this young organization along with meeting space.
- Continued to promote Ormond Beach Mural Program and conducted introductory meetings with district property & business owners interested in sponsoring a mural project.
- Continued to support the monthly Ormond Beach Art Walk. The Art Walk happens on the first Saturday of each month and includes galleries and venues on both sides of the Halifax. MainStreet provides shuttle bus service during the walk as well as marketing for the event.
- The Granada Grand Festival of the Arts had its most successful event in 8 years, bringing nearly 6,000+ people to New Britain Avenue for a day of fine art, crafts, food and jazz. For the first time, it was promoted as a weekend-long arts experience, in collaboration with Ormond Art Walk and Art Battle. Several downtown restaurants reported a 50% uptick in business over a normal Saturday, and two eateries reported it to be their busiest day of the entire year. This year we diversified the event and reached a different audience by introducing the First Annual Ormond Beach Spoken Word Competition, further solidifying Ormond Beach as an arts & culture destination.
- Continued the Ormond MainStreet office gallery which displays a different Ormond Beach artist on a monthly basis.
- Continued to assist with project management of signal cabinet wrap public art project, the process to obtain artist license agreements, and other activities.
- Organized, sponsored & co-hosted the 33rd annual Starry, Starry Night event along with Ormond Memorial Art Museum and The Casements.
- Collaborated with the Tomoka Poets and the Creative Happiness Institute on two spoken word events at the Casements.
- OMS was an integral part of the organizing, fund development, and eventual launch of the Seward-Johnson Sculpture Tour, an exhibition of 13 life-like painted bronze statues featured throughout the CRA, encouraging both visitors and residents to walk, see, do, and delight in the heart of Ormond Beach.

- Promoted all arts & culture related activities that take place throughout the district via social media platforms, and continued distribution of Arts District Maps, printed and designed in the previous fiscal year.

Additional Ormond Beach Main Street Accomplishments

- OMS was recognized at the Florida Secretary of State Awards as a winner in two categories: Board Member of the Year (Nancy Cortez) and Business Owner of the Year (Thays Franca).
- Ormond Main Street was recognized as “Main Street of the Month” in the month of August, as a model organization, and exemplary member of the state program.
- Achieved National MainStreet Center accreditation for the 10th year in a row. Only 800 of several thousand programs across the nation receive this honor.
- Staff visited Tallahassee three times along with Florida Main Street to inform Florida Legislature and improve funding and services to local programs, and incentives for Historic Preservation.
- Executive Director Becky Parker is a part of Florida Main Street’s mentoring program, assisting new Executive Directors as they learn to lead their programs.
- Staff members completed continuing education training through state and national conferences, local seminars and web-based curriculum.
- Was awarded a \$50,000 Small Matching Grant through the Florida State Division of Historical Resources to be used to update our district’s survey of historical assets for the first time since 1986.
- Winner, Daytona Beach Convention and Visitors Bureau; Best Arts, Heritage and Cultural Event – Ormond Beach Celtic Festival 2024. Hometown News; Best Local Festival – Riverfest 2024, Ormond Beach Celtic Festival 2023. Winner, Daytona Beach News-Journal Readers' Choice Awards "Best Mainstreet"



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 8.C

Section:	CONSENT AGENDA		
Item Category:	Resolution	Res./Ord. No:	2025-92
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	Volusia Growth Management Commission Appointment		
Summary:	The purpose of this item is for the re-appointment of Bill Navarra to the Volusia Growth Management Commission (VGMC). Bill Navarra was appointed on July 23, 2024, to complete the term of another Commission member who left the board. The term ends June 30, 2025. Mr. Navarra is interested in continuing and the VGMC operations manager is recommending his reappointment effective July 1, 2025. The appointment is a 4-year term. The VGMC provides an effective means for coordinating the plans of municipalities and the County; a forum for local governments in the County to cooperate with each other in coordinating the provision of public services to, and improvements for, the citizens; and creates incentives to foster intergovernmental cooperation and coordination. The VGMC meets monthly as needed.		
Financial Impact:	None		
Citizen Impact:	It is beneficial for the Citizens of Ormond Beach to have representation on the VGMC.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the re-appointment of Bill Navarra to the VGMC, effective July 1, 2025 for a 4-year term.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	25-92 VGMC appt - VGMC Member Reappointment		

Approval:	Kelly McGuire, Finance Director	4/22/2025
	Claire Whitley, Assistant City Manager	4/22/2025
	Joyce Shanahan, City Manager	4/24/2025

RESOLUTION NO. 2025-92

A RESOLUTION RE-APPOINTING A MEMBER TO SERVE ON
THE VOLUSIA GROWTH MANAGEMENT COMMISSION;
ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND
SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Bill Navarra is hereby re-appointed to serve as a member of the Volusia Growth Management Commission, said term to commence on July 1, 2025 and end on June 30, 2029.

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

SECTION THREE. The said appointee shall serve in accordance with Section 202.3 of Article II of the *Volusia County Charter* and Division 3 of the Volusia Growth Management Commission Consistency Certification Rules and Organization, as codified in Chapter 90, Article II, *Volusia County Code*, and all other applicable law.

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

APPROVED AND AUTHENTICATED this 20th day of May, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

From: [VGMC](#)
To: [OB - Shanahan, Joyce](#)
Cc: city_clerk@ormondbeach.org; [Bill Navarra](#); [VGMC](#)
Subject: VGMC Member Reappointment
Date: Wednesday, April 16, 2025 9:51:54 AM

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Ms. Shanahan,

I'm writing to inform you that Bill Navarra's present term on the Volusia Growth Management Commission (VGMC) is scheduled to expire on June 30, 2025.

Mr. Navarra was appointed by the City in July, 2024 to fill the unexpired term of the vacant seat created by the resignation of Mr. Maroney. Since his appointment, Mr. Navarra has attended each meeting scheduled, and also currently serves as a member of the VGMC Budget Committee.

Mr. Navarra has expressed interest in continuing to serve on the commission. We would appreciate the City's consideration in reappointing him to the commission for the four year term beginning July 1, 2025.

Thank you in advance for your consideration and assistance. If you have any questions in the meantime, please do not hesitate to contact me.

Merry Chris

Merry C. Smith, Operations Manager
Volusia Growth Management Commission (VGMC)
210 S. Beach Street, Suite #202
Daytona Beach, FL 32114

386.947.1875



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 8.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-93
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	Waste Pro Contract Amendment and Restatement		
Summary:	On February 21, 2023, the City Commission approved a contract amendment with Waste Pro of Florida, Inc. The amendment included the following provisions: • Consumer Price Index (CPI) adjustment of 8.54% to all rates • Increase in residential and commercial rates for unusual and unanticipated costs incurred by Waste Pro for labor and fuel • Increase in the franchise fee paid by Waste Pro to the City from a flat amount to an amount equal 20% of the contract cost • Automatic annual adjustments equal to the CPI to all rates paid to Waste Pro • Extension of the contract for six additional years through September 2030 The contract was executed by representatives of Waste Pro on March 10, 2023. Shortly after the City made the initial payment under the amended contract, Waste Pro disputed the increase of the franchise fees to 20%. Upon review of the signed contract, both parties determined that key provisions of the amendment were not fully outlined in the new contract, including the increase to the franchise fee and increases to certain rates paid to Waste Pro. The parties have agreed upon the attached amendment and restatement of the contract effective January 1, 2025 and a one-time payment of \$250,000 to resolve all matters stemming from this dispute.		
Financial Impact:	Funding for this contract is available in Fund 460-Solid Waste Fund.		

Citizen Impact:	This contract amendment will ensure uninterrupted garbage and recycling service the City's residents and businesses.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the contract amendments and release of claim.	
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226	
Attachments:	1. 25-93 WastePro Amend & Settle (P25-0021G) 2. Signed Amendment 3. Signed Release	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	5/6/2025 5/6/2025 5/13/2025

RESOLUTION NO. 2025-93

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE, YARD WASTE, RECYCLING AND ROLL-OFF COLLECTION AND DISPOSAL SERVICES BETWEEN THE CITY OF ORMOND BEACH AND WASTE PRO OF FLORIDA, INC.; AUTHORIZING THE EXECUTION OF A SETTLEMENT AND RELEASE OF CLAIMS AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on October 1, 2014, the City of Ormond Beach and Waste Pro of Florida, Inc. entered into a Solid Waste, Yard Waste, Recycling and Roll-Off Collection and Disposal Services Agreement (the “Agreement”), subsequently amended on February 5, 2019 and February 21, 2023, and

WHEREAS, the parties desire to restate and amend the aforesaid agreement to address an increase to the franchise fee and increases to certain rates paid to Waste Pro, (a copy of the Amended and Restated Agreement is attached hereto and incorporated herein by reference), and

WHEREAS, the parties further desire to execute a Settlement and Release of Claims as a compromise of any and all disputed claims regarding the above-referenced Agreement (a copy of which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds in the amount of \$250,000.00 for the payment required under the Settlement and Release of Claims have been appropriated in the Solid Waste Fund (460) 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 Mayor and City Manager are hereby authorized and directed to execute an Amended and Restated Agreement for Solid Waste, Yard Waste, Recycling and Roll-Off Collection and Disposal Services with Waste Pro of Florida, Inc.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute a Settlement and Release of Claims with Waste Pro of Florida, Inc. and to pay the cost therefore from the Solid Waste Fund.

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

APPROVED AND AUTHENTICATED this 20th day of May, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE, YARD WASTE, RECYCLING AND ROLL-OFF COLLECTION AND DISPOSAL SERVICES

THIS AMENDED AND RESTATED AGREEMENT made and entered into this the ____ day of _____, 2024 by and between THE CITY OF ORMOND BEACH, a Florida municipal corporation hereinafter referred to as "the City", and Waste Pro of Florida, Inc., a Florida Corporation, hereinafter referred to as "the Contractor".

WHEREAS, the parties originally entered into this agreement on October 1, 2014, and have since amended the agreement by amendments dated February 5, 2019 (extension of agreement, amendments to certain recycling provisions, and an amendment relating to storm events) and February 21, 2023 (extension of agreement and amendment pertaining to cost of living increases), and

WHEREAS, it is the parties' intent to amend and restate the agreement to incorporate all prior amendments and understandings into this Amended and Restated Agreement ("Agreement").

NOW THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the City and the Contractor agree as follows:

ARTICLE I: TERM OF AGREEMENT

The term of this Agreement began on October 1, 2014 and by mutual agreements to extend, now terminates on September 30, 2030, unless terminated or extended prior thereto.

ARTICLE II: EXTENSION OF CONTRACT

The initial term of this Agreement may be extended, by mutual agreement, under the same terms and conditions then existing, for an additional term of five (5) years if the City or the Contractor notifies the other party in writing, not less than 180 days prior to the expiration of the initial term, of the City's or Contractor's intention to request a renewal of this Agreement. Once such notice is given, it is the City's or the Contractor's option to accept or decline the renewal.

ARTICLE III: TERMINOLOGY

For the purposes of this Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory or permissive.

- A. **Approved Landfill** means any landfill approved by the City for Contractor's use in disposing of collected solid waste pursuant to this Agreement.
- B. **Authorized Representative** means the employee or employees designated by the City Manager to represent the City in the administration and supervision of this contract.
- C. **Can** means any food or beverage container made of aluminum or steel/tin.
- D. **City** means the City of Ormond Beach, a Florida municipal corporation, acting through the City Commission or City Manager, or official designated by the City Manager as the case may be.
- E. **Contractor** means the individual, firm or corporation who or which agrees to perform the work or services as set forth in this Agreement.
- F. **Commercial Container** means a structure made of metal, plastic or other satisfactory materials approved by the Director and capable of holding refuse in cubic yard multiples.
- G. **Customer** means any person, firm, or public/private corporation served by the Contractor within the corporate limits of the City.
- H. **Director** means the Director of Public Works, or his/her designee.
- I. **Disposal Costs** means the "tipping fee" or other costs charged to the Contractor for disposal of the waste collected by the contractor at a transfer station, landfill, incinerator or other disposal facility.
- J. **Excluded waste** means any materials that are prohibited from being disposed of at the Volusia County landfill or any landfill approved by the City.
- K. **Franchise Fee** means the amount of money which the Contractor shall be obligated to pay to the City for the privilege of providing solid waste collection service to customers within the City, and to refund to the City for billing and contract monitoring services.
- L. **Glass Food/Beverage Container** means pourable glass jars and bottles designed to contain grocery items: e.g., ketchup, mustard, pickle, mayonnaise jars, soft drink, beer, wine, liquor bottles and medicine bottles, and similar containers. Glass food/beverage container shall not include window glass, mirror glass, light bulbs, fluorescent tubes, ceramic glass, or other glass.

- M. **Industrial Waste** means building material waste resulting from erecting, removing, repairing or razing buildings; offal and floor sweepings from poultry houses and meat markets; ashes from steam boilers; or other trash or matter originating in a business or industrial establishment not intended for use or sale. "Industrial waste" shall not, however, include small accumulations of lumber and lumber scrap resulting from minor carpentry work or building repairs personally done by the owner of the lot or lots on which the accumulation is placed.
- N. **Newspaper** means any periodical, usually published daily or weekly, printed on "newsprint." "Newspaper" shall be deemed to include the normal percentage of rotogravure and colored sections inserted in the newspaper, but shall not be deemed to include magazines, telephone books, or other paper products not printed on "newsprint."
- O. **Other Collectors** means persons other than the City or the Contractor who engage in the collecting, transporting or disposing of garbage, solid waste or other trash.
- P. **Performance Bond** means a performance bond issued by a surety insurer authorized to do business in Florida as a surety; cash; a money order; a certified check; a cashier's check; an irrevocable letter of credit; as a guarantee that the Contractor will perform the services in accordance with the terms of this Agreement and will pay all lawful claims.
- Q. **Recycling Container** means any container purchased and distributed by or on behalf of the City for the intended use as a receptacle of recyclable items by residents.
- R. **Recyclable Materials** means newspapers and their inserts, aluminum/steel tin/aerosol cans, plastics # 1 (high density polyethylene (HDPE), #2 polyethylene terephthalate (PET), #3 (V) vinyl, magazines, tabloids, telephone books, Old Corrugated Cardboard (OCC), paper grocery bags and such other recyclable material as mutually agreed upon in writing by Contractor and City during the term of this Contract.
- S. **Recycling Regulations** means regulations prescribed by the City together with such administrative rules, regulations and procedures as may be established for the purpose of carrying out or making effective the provision of this Contract.
- T. **Residential Curbside Recycling** means the collection, transportation and recovery of recyclable materials by Contractor from residential units.
- U. **Residential Multiple Dwelling** means a place where more than one family or other persons permanently reside, such as apartment complexes, condominiums, duplexes, etc.
- V. **Service Area** means all areas currently in the municipal corporate boundaries of the City at the time the agreement is executed, as well as all areas that are annexed into the City subsequent to the execution of this agreement.
- W. **Solid Waste** means all putrescible and nonputrescible solid wastes (except body wastes), consisting of both combustible and noncombustible wastes, such as paper, cardboard, yard clippings, leaves, wood, tin cans, glass, crockery and similar materials, or discarded materials of whatsoever kind, which tend to decay or putrefy.

- X. **Solid Waste Container (manual)** means a container made of metal or other satisfactory materials approved by the City's Authorized Representative or the Contractor, and of not more than thirty-six (36) gallons capacity and used for manual collection purposes.
- Y. **Solid Waste Container (mechanical)** means a container made of metal or other satisfactory materials approved by the City's Authorized Representative or the Contractor, and of not more than ninety- six (96) gallons capacity and used for mechanical collection purposes.
- Z. **Surety** means the party which is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Agreement.
- AA. **Yard Waste** means vegetative organic matter resulting from the routine landscaping maintenance of the grounds of a developed residential property and includes such materials as tree and shrub trimming, grass clippings and palm fronds.

ARTICLE IV: SOLID WASTE SERVICE

A. Residential Solid Waste Service

1. All residential solid waste, placed for collection in accordance with the City's Code of Ordinances, shall be collected by the Contractor no less than two (2) times per week, with collections at least two (2) days apart.
2. All (unlimited if produced by the homeowner) residential yard waste, placed for collection in accordance with the City's Code of Ordinances, shall be collected by the Contractor once each week. The Contractor shall not impose upon any residential customer the extraordinary service charge allowed by Section 10-13(a) of the Code of Ordinances, as the same exists or may hereafter be amended or replaced, unless the customer has regularly violated the limits imposed by the said Section and until the Contractor and the City's Authorized Representative have provided the customer with written notice to cease such violation prior to the imposition of the charge.
3. Bulk items (e.g., household furniture and appliances) shall be removed by the next collection day. There shall be no charge to the customer for the collection of such items without prior approval thereof by the City's Authorized Representative and prior notice to the customer of such charge.
4. Except as otherwise provided herein, residential collection shall occur on Monday through Friday between the hours of 7:00 AM and 7:00 PM. On all streets within three (3) blocks of any public or private school, the hours of collection shall be 9:30 AM - 7:00 PM.

The City's Authorized Representative may add additional streets and/or change the hours of operation upon reasonable prior written notice to the Contractor. The Contractor shall not co-mingle the City's routes with any other routes that Contractor has or may separately contract with other Agencies to serve. Service for each City route

must be entirely completed before equipment may be used for non-City routes or projects.

5. The Contractor shall make collections with a minimum of noise and disturbance to the residents. Solid Waste receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an inverted position, with the lids on top of the container where they are found. Solid Waste may be transferred from the residents' containers into tubs, cans, hampers, or other containers used by the Contractor in carrying solid waste to collection trucks. This work shall be done in a sanitary manner. Any spilled solid waste, yard waste or recyclable material shall be picked up immediately by the Contractor.
6. The Contractor shall collect (during normal solid waste collection) and dispose of automobile tires, batteries, and used oil from residential customers, at no additional charge, in accordance with state and federal disposal requirements; provided, however, that the Contractor may impose an additional charge, with the prior approval of the City's Authorized Representative and prior notice to the customer, if the following annual maximums are exceeded by any residential customer: eight (8) automobile tires; two (2) automotive batteries; five (5) gallons of used automotive oil.
7. Mobile Home Parks permitted to have individual pickup service shall be served as residences and billed on a per-unit basis.

B. Residential Multiple Dwelling Service

1. Residential Multiple Dwellings using solid waste container cans or similar containers shall be billed on a per-living-unit basis, regardless of occupancy.
2. Residential Multiple Dwellings using containers emptied by mechanical means shall be billed on a per-cubic-yard-pickup basis.
3. The Contractor shall make collections with a minimum of noise and disturbance to the residents. Solid Waste containers shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an inverted position with lids on top of the containers where they are found. Solid waste may be transferred from the residents' containers into tubs or other containers used by the Contractor in carrying solid waste to collection trucks. Any spilled solid waste, yard waste or recyclable material shall be picked up immediately by the Contractor.
4. The Contractor shall collect and dispose of automobile tires, automotive batteries, and used oil from residential multiple dwelling customers, at no additional charge, in accordance with state and federal disposal requirements; provided, however, that the Contractor may impose an additional charge, with the prior approval of the City's Authorized Representative and prior written notice to the customer, if the following annual maximums are exceeded by any residential customer: eight (8) automobile tires; two (2) automotive batteries; five (5) gallons of used oil.

C. Commercial Service

1. Commercial service customers shall be defined to include, but not necessarily limited to the following, office buildings, stores, filling stations, lodges, motels, laundries, hotels, all public buildings, food services, lodging establishments, service establishments, light industry, schools, churches, clubs, hospitals, nursing homes, and mobile parks using mechanically emptied containerized collection.
2. The Contractor shall provide commercial service options that include basic curbside service and mechanical container service. Basic curbside service shall be provided in the same manner as prescribed in **Article IV: Solid Waste Service, A. Residential Solid Waste Service** of this Agreement. Mechanical container service shall provide two, four, six or eight cubic yard containers that shall be emptied by mechanical means. The choice of service and the frequency of collection (for mechanical container service) shall be negotiated between the customer and the Contractor; however, refuse shall be collected not less than three (3) times a week. The City reserves the right to revise the service option and/or frequency of collection for an individual customer if required to protect the public health or to eliminate public nuisances.
3. All mechanical container service shall occur between the hours of 7:00 AM and 7:00 PM, unless a written special exception is granted for a specific pick-up location, in advance, by the City's Authorized Representative.
4. All commercial service customers shall separate yard waste from solid waste. The manner and frequency of collection of yard waste shall be negotiated between the customer and the Contractor; however, all yard waste shall be collected at least once a week. The basic service fee shall include the collection of yard waste.
5. For all commercial service customers, the Contractor shall develop and offer a program to recycle materials with separation of at least newspaper, plastics, cans, three color glass, and cardboard. The manner and frequency of collection shall be negotiated between the customer and the Contractor; however, all recyclable materials shall be collected at least once a week. The fee to be charged for such service shall be negotiated between the customer and the Contractor.
6. All refuse generated by commercial service customers shall be collected, except for excluded waste as defined in **Article III: Terminology, J. Excluded Waste** of the Agreement.
7. The commercial collection route drivers shall open and close all gates to collection areas as part of the service.
8. It is the duty of the commercial service customers to accumulate solid waste in locations mutually agreed upon by the commercial service customer and the Contractor in a manner consistent with applicable city codes, and which are convenient for collection by the Contractor. Where mutual agreement is not reached, the City's Authorized Representative shall designate the location consistent with the ordinances and requirements of the City of Ormond Beach.

9. The Contractor shall make collections with as little disturbance as possible to business and commercial establishments and neighboring residential areas. This work shall be done in a sanitary manner and any refuse spilled by the collector shall be picked up immediately by the Contractor's employees. The City reserves the right to adjust the time of service for individual customers to protect the public health or eliminate public nuisances.
10. Commercial service customers shall use only the following types of containers:
 - a) compactor roll-off containers provided and owned by the customer;
 - b) open-top roll-off containers provided and owned by the Contractor;
 - c) cubic yard containers provided and owned by the Contractor;
 - d) cubic yard containers previously provided by the City and owned by the commercial customer; or
 - e) garbage container cans provided and owned by the commercial customer.
 - f) "bagster" containers provided by homeowner and owned by the contractor.
11. All types of containers which are described in **ARTICLE IV: Solid Waste Service, C. Commercial Service, paragraph (10)** above and which are provided after the effective date of this Agreement shall be provided by, owned by, and maintained by the Contractor. Additionally, the Contractor shall maintain all containers, except that the repair of any cubic yard container owned by a commercial customer and damaged by any third party (other than the City or the Contractor), or by any act of nature shall be the responsibility of the commercial service customer.
12. All containers utilized by commercial service customers shall be cleaned at least bi-annually or more frequently if necessary, in the opinion of the City's Authorized Representative, to protect the public health, safety and welfare. In addition, non-aluminum containers (plastic containers are exempt) utilized by commercial service customers shall be painted at least annually or more frequently if necessary, in the opinion of the City's Authorized Representative, to protect the public health, safety and welfare. The Contractor and the City shall mutually agree on the replacement schedule for containers.
13. The Contractor shall collect and dispose of automobile tires from commercial service customers in accordance with state and federal disposal requirements. The fees for such service shall be as established by the City's Code of Ordinances; provided however, that the Contractor shall collect and dispose of all tires from City facilities at no cost to the City.

ARTICLE V: RECYCLING SERVICES

- A. Collection Services.** The Contractor shall provide curbside recycling services (i.e., the collection and marketing of recyclable material) within the City; and that the right to provide curbside recycling services is an exclusive right. There will be a minimum revenue split between the City and the Contractor of no less than 50%/50% for reimbursement of recyclables. The rate for collection is provided in Exhibit B. The parties recognize that the market for recycled materials may fluctuate during the term of this Agreement. Therefore, the parties agree that this Agreement may be modified to address the changing market, if mutually agreed to in writing. Additionally, the City has the option to terminate or suspend recycling services without penalty with 90 days' notice to the Contractor, if it is in the City's best interests, in its sole discretion, to do so.
- B. Spillage.** The Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. The Contractor may refuse to collect any item placed in a recycling container that is not currently designated by the City as recyclable material. During hauling, all recyclables shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage caused by the Contractor, the Contractor shall promptly clean up all spillage. Any Materials spilled by the Contractor shall be picked up immediately.
- C. Schedules and Routes.** Except as otherwise provided herein, residential recycling collection shall occur on Monday through Friday between the hours of 7:00 a.m. and 7:00 p.m., inclusive. On streets within three (3) blocks of any public or private school, the hours of collection shall be 9:30 a.m. -7:00 p.m.

The City's Authorized Representative may add additional streets and/or change the hours of operation upon reasonable prior written notice to the Contractor. The Contractor shall not co-mingle the City's routes with any other routes that Contractor has or may separately contract with other Agencies to serve. Service for each City route must be entirely completed before equipment may be used for other routes or projects.

ARTICLE VI: PUBLIC AREAS AND RIGHT-OF-WAY

- A. Parks, picnic areas, bus stops, street containers, property owned, leased, rented or controlled by the City of Ormond Beach.** The Contractor shall provide collection service for all public containers located at bus stops and along the public rights-of-way, and shall provide containers (90 & 30 gallon) and collection service to certain City facilities within the corporate limits of the City, as directed by the City's Authorized Representative at no cost to the City. Additional locations may be included, at the sole discretion of the City's Authorized Representative, in the event that an expansion of and/or annexation to the service area is adopted. The existing locations are set forth on **Exhibit A** attached hereto and incorporated herein by reference.
- B. Special Events.** The Contractor shall provide adequate containers, as determined by the City's Authorized Representative, and refuse collection and disposal for a minimum of twenty (20) special events sponsored or conducted by the City in each calendar year, at no cost to the City; for any additional special events, the parties shall negotiate in advance the cost of refuse collection and disposal, which shall not exceed the cost to other commercial service customers in the City.

- C. **Damage to City Right-of-Way.** The Contractor shall, if commercially feasible, before the end of the next business day, repair any and all damage to any property within any public right-of-way altered or damaged by it, its agents, employees, officers or subcontractors, in the performance of its duties under this Agreement, to at least as good of a condition as it was in before being altered or damaged; and failure to do so shall entitle and authorize the City to make such repairs and deduct the reasonable cost thereof, plus ten (10%) percent thereof for administrative expenses, from the next payment due to the Contractor.
- D. **Used Tires.** The Contractor shall be responsible for the collection and proper disposal of all used tires improperly deposited on City right-of-ways and also those collected at the Public Works Operations Complex, at no cost to the City.
- E. **Dead Animals.** The Contractor shall pick up dead animals (fowl, reptiles, fish, etc.) from public right-of-way, playgrounds, and all City owned or controlled property, within two (2) hours after notification by the City's Authorized Representative or his designee. The Contractor shall furnish a 24 hour response phone number. All cats, dogs or other animals, if wearing a collar or tag, shall be considered pets and be delivered directly to the Humane Society (to include any identifying material - i.e., tag, collar, etc.) for disposal.

ARTICLE VII: STORAGE AND OFFICE FACILITIES

The Contractor shall establish and maintain an office, equipped with sufficient toll free telephones to receive and handle complaints in accordance with **ARTICLE IX: Contractor's Relationship to the City** of this Agreement; shall have a responsible person in charge during collection hours; and shall be open during normal City business hours between 7:00 a.m. and 5:00 p.m.. The Contractor shall maintain sufficient supplies in local storage for a minimum of a 24 hour turn-around on dumpsters, roll-off boxes, etc., when required for emergency replacement, new customers, or unexpected emergencies.

ARTICLE VIII: SCHEDULES AND ROUTES

- A. **In General.** The Contractor shall provide service in compliance with the routes and schedules as designated by the City's Authorized Representative.

The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public ways, inside the City or outside the City in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets, bridges or other manmade causes. The Contractor shall not interrupt the regular schedule and quality of service because of such street closures.

The Contractor acknowledges that at various times during the year, the quantity of solid waste to be disposed of is materially increased by fluctuations in the amount of yard waste; the Contractor agrees that this additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

Customers shall be notified in writing by the Contractor of the routes and schedules. Any and all route and/or schedule changes shall be approved in advance by the City. Written notices of changes in schedules for the services to be provided under this Contractual Agreement shall be furnished in writing to the customers by the Contractor, at least two (2) weeks prior to implementation of any such change in routes or schedule.

- B. Rescheduling of Services.** On those days when the disposal site generally used by the Contractor is closed for any reason the Contractor shall reschedule the collection of that day's routes within that week. The Contractor may request service be skipped only on Thanksgiving Day, Christmas Day and New Years Day. The Contractor shall notify customers of any rescheduling at least two (2) weeks in advance.

ARTICLE IX: CONTRACTOR'S RELATIONSHIP TO THE CITY

- A. Contractor As Independent Contractor.** The Contractor (including its directors, officers, employees and agents) is an independent contractor and is not the officer, employee, or agent of the City; and all acts or omissions undertaken by the Contractor (including those of its directors, officers, employees, and agents) shall be the separate and independent act or omission of the Contractor (or of its directors, officers, employees, and agents, respectively) and not that of the City. Contractor shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant, building, trucks and any other tools, equipment, accessories and things necessary to maintain the standard of collection and disposal set forth herein. It is hereby understood and agreed by the parties that neither the Contractor nor any of its officers, agents or employees shall attain any rights or benefits under the civil service or pension ordinances of the City of Ormond Beach, or any rights generally afforded to classified or unclassified employees of the City and also including but not necessarily limited to worker's compensation benefits and disability benefits.
- B. Assignment and Changes in Ownership.** Neither this Agreement, nor any portion thereof, shall be assigned except with the prior written consent of the City Commission, which may be withheld for any reason. No such consent will be construed as making the City a party of or to such transfer or assignment, or subjecting the City to liability of any kind to any subcontractor.

The foregoing notwithstanding, in the event of any strike, lockout, labor trouble or dispute involving the Contractor and its employees, the responsibilities and obligations of the Contractor under this Agreement shall continue. In such event, the City agrees to fully cooperate with the Contractor in any temporary assignment or subcontract as may be necessary to continue to provide the services required by this Agreement.

Any transfer of more than 25% of the ownership of the Contractor shall be deemed to be a transfer of this Agreement.

No assignment or subcontract shall, under any circumstances, relieve the Contractor of the liabilities and obligations under this Agreement, and despite any such assignment, the City shall deal through the Contractor. Subcontractors shall be dealt with as employees and

representatives of the Contractor and, as such, will be subject to the same requirements as to character and competence as are other employees of the Contractor.

The parties further recognize that if the Contractor desires to assign or transfer this Agreement, or any part hereof or performance hereunder, to a third party, that the City will incur time and expense in investigating such third party and its ability to provide the services governed by this Agreement in a method and manner at least equivalent to that of the Contractor. The parties further recognize the delays, expense and difficulties in establishing the actual losses incurred by the City if the Contractor assigns or transfers this Agreement to a third party; and accordingly, in lieu of requiring and such proof, the City and Contractor agree that as a fee for assignment or transfer of the Agreement, but not a penalty, the Contractor shall pay the City the sum of Fifty-Thousand Dollars (\$50,000.00) at the time a request for assignment or transfer is made. Further, in the event a request for assignment or transfer is not approved by the City Commission, and the Contractor desires the City Commission to consider additional requests for assignment or transfer, the Contractor shall pay an additional assignment fee in the same amount for each such request. Nothing contained herein shall be construed to require the City Commission to approve any request for assignment or transfer. A request for assignment or transfer must be in writing and provided to the City's Authorized Representative at least ninety (90) days before the effective date of the proposed assignment or transfer.

- C. Supervision of Contract Performance.** The Contractor's performance of this Agreement shall be supervised by the City's Authorized Representative and all notification shall be in writing. If at any time during the term of the Agreement, or any extension thereof performance satisfactory to the City's Authorized Representative shall not have been made, the Contractor, upon notification by the City's Authorized Representative, shall within three (3) working days increase the force, tools and equipment as needed to properly perform this Agreement. The failure of the City's Authorized Representative to give such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by this Agreement.
- D. City's Authorized Representative To Resolve Issues.** To prevent misunderstanding and resolve performance related issues, the City's Authorized Representative shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed the sufficiency of performance, the interpretation of the provisions of the Agreement, and the acceptable fulfillment of the Agreement on the part of the Contractor. The City's Authorized Representative will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon the Contractor. The City's Authorized Representative shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Agreement, and his findings and conclusions shall be final and binding upon the Contractor.
- E. Inspection of Work.** The Contractor shall provide the City's Authorized Representative with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of this Agreement. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the City. The City's Authorized Representative may appoint qualified persons to inspect the Contractor's

operation and equipment at any reasonable time, and the Contractor shall admit such persons to make such inspections at any reasonable time and place.

- F. Disagreements – Solid Waste, Yard Waste and Recycling To Be Collected** –It is recognized that disagreements may arise between the City and the Contractor with regard to the collection of certain items due to interpretation of the specific language in this Agreement.

In the event a disagreement arises and solid waste, yard waste or recyclable material needs to be collected and disposed of, the City's Authorized Representative shall notify the Contractor of the location of solid waste, yard waste or recyclable material which has not been collected due to disagreement between the City and the Contractor, and it shall be the duty of the Contractor to remove all such solid waste, yard waste or recyclable material within four (4) hours of the notice. In the event the Contractor fails to remove the solid waste, yard waste or recyclable material, the City shall remove the solid waste, yard waste or recyclable material and deduct all costs incurred from the next scheduled payment to the Contractor.

- G. Taxes.** The Contractor shall pay all federal, state and local taxes, to include sales tax, social security, workers' compensation insurance, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and any other items necessary to and in the performance of this Agreement.

- H. City Not Liable For Delays.** It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or any other person on account of any stoppage or delay in the work provided for herein, by inaction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the City has no control.

- I. Schedule of Payments.** For and in consideration of the services to be performed by the Contractor pursuant to this Agreement, the City agrees to make payments, in accordance with the Schedule of Rates attached hereto as **Exhibit B**, to the Contractor as follows:

Payments shall be made by the City on the last business day of the following month. For each month, payments shall be calculated by adding (a) the actual waste collection billings by the City for service provided by the Contractor for the month (reflecting unit changes or status changes in residential solid waste, yard waste, recycling and commercial customers); (b) call-in work billed during the month by order of the City's Authorized Representative and (c) any special handling charges billed during the month; and subtracting therefrom lease payments, charges for each open-top roll-off container and compactor roll-off container pull, any applicable liquidated damages and penalties, and the City's monthly franchise fee as calculated per the terms of Item VII of Exhibit B to this Agreement.

- J. Billing For Residential and Commercial Accounts.** The City shall bill each residential and commercial service customer for services rendered each month in accordance with the applicable provisions of the City's Code of Ordinances.

The foregoing notwithstanding, with respect to open-top roll-off container service and compactor roll-off container services, the Contractor will bill the customer directly for all fees and the City will deduct from the monthly payment due to the Contractor the applicable charge for all pulls upon all information relative thereto being promptly provided to the City by the Contractor. It is understood that, anything contained herein to the contrary notwithstanding, no monthly payment will be made by the City until the required pull information has been provided.

K. Service Initiation, Termination or Change. Customers shall initiate and disconnect services with the City. Notice of negotiated changes in commercial service billing and spot charges shall be given by the Contractor to the City within two (2) working days of the date of the change or charge.

L. Rate Adjustments. The Contractor shall be eligible for rate increases during the term of the contract for the following reasons:

1. Tipping fee increases or decreases. Upon notice of an increase in the disposal charges at the landfill, the Contractor shall notify the City of such increase and, provide the City documentation of the new tipping fee rate and indicate the dollar amount increase. The City will reimburse the Contractor for the increase in the tipping fee based on documentation (weight tickets) detailing the monthly tonnage amounts of solid waste being transported to the landfill. The reimbursement will be included on the monthly settlement calculation.

In like manner, the Contractor shall provide the City with a credit equal to the full amount of any waiver or reduction in landfill tipping fees granted by any refuse disposal site receiving refuse collected under the terms and conditions of this Agreement.

2. Cost of living increases. On or before October 1 of each Agreement year, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Consumer Price Index (CPI), All Urban Consumers, published by the US Department of Labor, Bureau of Labor Statistics, determined by comparing the CPI for the March immediately preceding the CPI for March of the prior year. The maximum increase for any annual period shall be the actual posted CPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

2. Unusual Cost of Doing Business. The contractor may petition the City Commission to adjust Contractor's rates based upon unusual and unanticipated increases in the cost of doing business. The City Commission shall have the sole and absolute discretion to grant or deny the request.

M. Favored Nations Clause. Upon Contractor's execution of a contract with a neighboring municipality (which shall mean all cities within Flagler, Volusia, Seminole and Brevard counties) for the provision of the same or substantially the same services, terms and conditions provided in this contractual agreement and the contract provides more favorable fees or rates than those provided herein, Contractor will reduce the fees and rates charged

to the City of Ormond Beach herein so as to be equal to or lower than the rates charged the neighboring municipality's contract.

- N. Termination of Agreement.** The Contractor and the City recognize that it is of paramount importance that the Agreement be performed and the individual customers receive service. If the Contractor fails to begin work at the time specified, or fails to perform the work with a sufficient number of workers and sufficient and adequate equipment to insure the proper and substantial performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of nature, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against it unsatisfied, and if the City through its Authorized Representative gives notice of such default, and the Contractor or its surety fails to cure such default within seven (7) days after receipt of such notice by the City, then the City may thereupon declare the Agreement terminated. Upon termination of Agreement, the City may, at no cost to the City or compensation to the Contractor, take over the work and take possession, without further notice to the Contractor and without judicial proceedings, of any and all equipment of the Contractor and operate the same in performance of the work and services described in this Agreement for the unexpired term of the Agreement, or for a period of six (6) months whichever the City elects, or the City may enter into agreements with others for the performance of the work and services hereby contracted for. Such termination of the Agreement shall not relieve the Contractor or its surety of liability for failure to faithfully perform this Agreement, and in the event the expense incurred by the City in performing or causing to be performed the work and services provided for in this Agreement shall exceed the proposal price of the Contractor, as provided in this Agreement, then the Contractor (and its surety to the extent of its obligation) shall be liable to the City for all such excess. The Contractor's surety or security will not be released until such time as the term of this Agreement, or any extension thereof, would have otherwise expired.
- O. Operation During Dispute.** In the event the City has not terminated this Agreement in accordance with **ARTICLE IX: Contractor's Relationship to the City, N. Termination of Agreement** paragraph above, and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this Agreement while such dispute is pending, and further agrees that, in the event a suit is filed for injunctive or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
- P. Lease of the City's Transfer Station.** The Contractor shall, no later than upon execution of this Agreement, execute a lease agreement for the lease of the City's Transfer Station in a form similar to the lease agreement that was included in the Request for Proposal documents and in a form acceptable to the City Attorney.
- Q. Storm Events.** In the event of a storm, the City's Authorized Representative shall inform the customers of any change in schedule. The City retains FEMA Certified independent storm debris haulers for local emergency storm events therefore, Contractor (Waste Pro) is not required to collect storm related yard debris that is beyond average yard waste after these events. However, in the event of a declared local emergency, Contractor (Waste

Pro) shall assist the city with storm related yard debris removal if the city makes a written request of Contractor (Waste Pro) to do so. The parties shall agree to the amount of time, degree of assistance, and compensation, in writing and in advance, of any storm related debris removal. The Contractor shall be reimbursed at the agreed upon rates for all required additional labor and equipment provided by the Contractor in response to the event. For purposes of this section, the parties agree additional operational hours are those increases over the annual average yard waste refuse collection hours by Contractor due to the storm event. The average annual hours shall be calculated by averaging the normal collection hours (normal excludes from the calculation any and all hours during prior storm events) over the three years immediately preceding the storm. If additional equipment and additional labor crews are necessary in order to collect and dispose of such debris, the Contractor will be reimbursed for the additional equipment and labor crews at the agreed upon rates. The Contractor shall be reimbursed for its actual documented additional tipping fees incurred per ton (beyond routine yard waste) for storm debris removal. For purposes of this section, the parties agree additional tipping fees are those increases over the annual average yard waste tonnages processed by Contractor due to the storm event. The average annual tonnage shall be calculated by averaging the routine yard waste tonnage (routine excludes from the calculation any and all debris generated by a storm) over the three years immediately preceding the storm. The Contractor shall provide to the City all storm related debris removal documentation necessary to meet Federal (FEMA), state and local rules and regulations for reimbursement.

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

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (5) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City

ARTICLE X: QUALITY OF SERVICE

A. Character of Workers. The direction and supervision of refuse collection, disposal and salvage operations shall be by competent, qualified and sober personnel employed by the Contractor, and the Contractor shall devote sufficient personnel, time and attention to the

direction of the operation to assure performance satisfactory to the City. All subcontractors, superintendents, foremen and workers employed by the Contractor shall be careful and competent. The Contractor shall also provide uniforms for all of its employees. All employees used by the Contractor during the term of this Agreement, or any extension thereof, shall meet qualifications that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no event shall such employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no event shall the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employees' duties. The Contractor shall ensure that its employees serve the public in a courteous, helpful and impartial manner. The Contractor shall furnish the City with a current roster of employees every thirty (30) days. Contractor's employees collecting refuse shall follow the regular walk for pedestrians while on private property. No employee shall enter any portion of any dwelling without permission (garages/carport/etc.). No employee shall remove or tamper with any property not placed for collection. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants.

- B. Cooperation of Contractor Required.** The Contractor shall cooperate with all Authorized Representatives of the City in a reasonable manner in order to facilitate the progress of the work contemplated under this Agreement. The Contractor shall have at all times a competent and English speaking representative on the job and available, authorized to receive orders and to act on its behalf.
- C. Handling Complaints.** The Contractor shall perform a service of high quality and shall make every effort to minimize the number of legitimate complaints. All customer complaints shall be directed to the Contractor.

In order that the City may be informed of the quality of service, the Contractor agrees to maintain an online, web based electronic tracking system (hereinafter "Electronic Tracking System") for and with the City to record and retain records of all complaints and resolution of said complaints or inquiries of service for viewing, input and inspection by the City. The Contractor will provide the City with access to the Electronic Tracking System and the City may provide a link to the System from the City's web site. All inquiries and complaints shall be logged in the Electronic Tracking System to indicate the name and address of the person calling, the nature of the call, and the disposition of such inquiry or complaint. All calls, whether received in person, by mail or by telephone, shall be recorded electronically. One (1) copy of the report (electronic or hardcopy) shall be retained by the Contractor and one (1) copy shall be given to the City daily. Complaints received before 12:00 noon shall be resolved before 6:00 PM on the same day; complaints received after 12:00 noon shall be resolved by 12:00 noon on the following day. For each month in which the number of legitimate complaints reaches fifteen (15) or more, liquidated damages shall be assessed in accordance with **ARTICLE XXI: Liquidated Damages**. Each complaint shall be considered legitimate unless satisfactory evidence to the contrary is furnished to the City's Authorized Representative by the Contractor. The decision of the City's Authorized Representative shall be final.

- D. Protection of Adjacent Property and Utilities.** The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property and shall

immediately repair or pay for any damage incurred through its operations. The Contractor shall take cognizance of all existing utilities and it shall operate with due care in the vicinity of such utilities to avoid damage caused by its operation.

- E. Customer and Operational Information.** The Contractor shall provide each residential customer with a condensed version, which must be approved in advance by the City, of the rules and regulations for the collection of solid waste, yard waste, and recyclable materials. Said condensed version shall outline the obligations of the customer and the Contractor, according to terms of this Agreement. Additional copies shall be kept in adequate supply by the Contractor at all authorized billing payment stations.

The Contractor shall maintain information adequate to determine the volume of solid waste, yard waste and recyclable materials collected, the volume of solid waste diverted through commercial recycling programs, revenues received from the sale of recyclable materials, recycling participation rates, and any other information required by the City, County, or State of Florida to meet the requirements of the Solid Waste Management Act and/or to enable the City to obtain grant funds from the Solid Waste Management Fund.

The Contractor shall provide to the City, upon request, an annual financial statement, prepared in accordance with GAAP, certified by an independent accountant, and detailing the Ormond Beach Agreement as a separate cost center.

The Contractor shall be responsible for the promotion of Solid Waste, Yard Waste and Recycling Programs. The City and the Contractor will cooperate in the design of promotional events and educational programs and the preparation of promotional materials such as door hangers and/or flyers for public distribution; however, the City's contribution shall be subject to the availability and appropriation of funds. At its own cost and expense, the Contractor shall produce and distribute written information to all residential units on a periodic basis with a minimum of six (6) times annually. The Contractor further agrees to conduct presentations for civic organizations and homeowners' associations. At a minimum, the Contractor's contribution to the Public Relations and Education campaign shall be \$7,500.00 the first year and \$5,000.00 each year thereafter. If the Contractor fails or refuses to meet its responsibilities hereunder, the City may undertake the same at the Contractor's expense.

- F. Guarantees of Performance. Performance Bond:** The Contractor shall, no later than upon execution of this Agreement, deposit with the City a performance bond in the amount of one hundred percent (100%) of the total annual proposal as a guarantee to the City of faithful performance under the terms of this Agreement. The bonding required under this Agreement shall be in compliance with Ormond Beach Resolution No. 2011-116, as adopted by the City Commission on August 16, 2011, as same presently exists or as may hereafter be amended, a copy of which is attached and marked as **Exhibit C** and shall be incorporated in and made part of the contract documents.

ARTICLE XI: EQUIPMENT

- A. Amount.** The Contractor shall provide sufficient equipment, in proper operating condition, in order to maintain regular schedules and routes of collection. The Contractor shall not use any solid waste, yard waste or recycling collection vehicle dedicated to this Agreement to collect solid waste, yard waste or recyclable materials in areas outside the City except to transport to the Volusia County landfill or a pre approved disposal facility.
- B. Communications.** The Contractor shall keep installed, and maintained in good working condition, communication device in each vehicle utilized in performing the work required by this Agreement. Such communication device shall be able to maintain contact with the City's emergency communications system at all times during the term of this Agreement, or any extension thereof.
- C. Condition.** Equipment shall be maintained in a reasonable, safe, working condition, and shall be painted uniformly, with the City of Ormond Beach logo prominently displayed, the company name and telephone number printed in letters not less than three (3") inches high on each side of the vehicles. All collection vehicles shall be numbered with numbers at least three (3') feet high and six (6") inches wide on each side of the vehicle, and a record kept of the vehicle to which each number is assigned. All numbers and letters shall be of a color which contrasts with the color of the vehicle so as to provide the maximum possible visibility. The Contractor may also place its corporate logo on the vehicle; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the truck numbers indicating which routes to which they are normally assigned and shall keep the list current. The Contractor shall keep collection vehicles, and containers emptied by mechanical means, in a clean and painted condition in order to present a pleasing appearance. The Contractor shall adhere to the schedule submitted with the proposal documents showing the frequency of the cleaning and painting of the vehicles.

The Contractor shall submit to the City's Authorized Representative, for approval, a schedule showing the manner in which the change-out of containers will be accomplished for maintenance, repair, replacement, etc., during the term of this Agreement.

The Contractor shall also submit to the City's Authorized Representative, for approval, a schedule showing the manner in which the replacement schedule for vehicles (every 5 years or sooner if deemed necessary) will be accomplished, during the extended term of this contract.

- D. Operation.** Each non-packer type solid waste vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1 ½") inches, tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used at all times when the vehicle is not completely empty. Vehicles shall not be so overloaded as to scatter refuse; however, if solid waste is scattered from the Contractor's vehicle for any reason, such solid waste shall be picked up immediately. Each vehicle shall carry the proper equipment for this purpose. The Contractor's vehicles shall not unreasonably interfere with or impede vehicular or pedestrian traffic, and Contractor's vehicles shall not be left standing on streets

unattended except as made necessary by loading operations, and shall move with the traffic flow.

- E. **Aesthetic Appearance of Dumpsters.** The Contractor shall permit the property owner's agent to paint the exterior of the dumpster for purposes of enhancing the aesthetic appearance provided that such owner or owner's agent has the prior written approval of the City's Authorized Representative for such purposes.

ARTICLE XII: EMPLOYMENT AND WORKING CONDITIONS

- A. **Laws.** The Contractor shall comply with all applicable local, state and federal laws and regulations, including those related to wages, hours, other employee benefits, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.
- B. **Federal Minimum Wage.** The Contractor is required and hereby agrees by acceptance of this Agreement to pay all employees not less than the federal minimum wage and to abide by other requirements as established in the federal Fair Labor Standards Act as amended and changed from time to time.
- C. **Fringe Benefits.** Amounts of vacation leave, sick leave, holiday pay leave, other fringe benefits, shelter and accommodations for workers, and related matters shall be published and conspicuously posted so all employees may be informed thereof. The Director's written approval shall be secured before any changes are made. The Contractor shall furnish reasonable rain gear and safety equipment.
- D. **Criminal Convictions.** No person convicted of a crime, crimes and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his employment such as, but not limited to, larceny, aggravated battery, or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years shall be employed by the Contractor.
- E. **E Verify and Public Entity Crimes.** The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of the Agreement to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Agreement.

In accordance with the provisions of Chapter 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. In the event a Contract or affiliate makes a false representation regarding a conviction for a public entity crime, this Agreement may be subject to termination as provided by law.

ARTICLE XIII: DISPOSAL OF SOLID WASTE

The City will not be responsible for disposal fees charged by the approved landfill or other disposal operators for the Contractor to use the disposal facility. The Contractor is responsible for disposing all collected waste in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste.

ARTICLE XIV: COMPLIANCE WITH LAWS & REGULATIONS

The Contractor hereby agrees to abide by all applicable federal, state, county and City laws and regulations including federal, state, county and City laws and regulations relating to hazardous substances. The Contractor and its surety shall indemnify and save harmless the City, all its officers, representatives, agents and employees, both elected and appointed, against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders or other decrees, whether by itself, its employees or its subcontractors, or which may arise out of or resulting from operations under this Agreement. This clause shall apply not only during the term of this Agreement, or any extension thereof, but also as to any claim, liability, or damages which are based on the Contractor's conduct during the term of this Agreement, or any extension thereof, and in the event the City is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the Contractor.

ARTICLE XV: INSURANCE AND RISK MANAGEMENT REQUIREMENTS

The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Agreement and such insurance coverage has been approved by the City's Authorized Representative, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved. The insurance required under this Agreement shall be in compliance with Ormond Beach Resolution No. 2021-144, as adopted by the City Commission on September 22, 2021, as same presently exists or as may hereafter be amended, a copy of which is attached and marked as **Exhibit C**.

ARTICLE XVI: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City of Ormond Beach and its agents, officers and employees, both elected and appointed, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the Contractor, any of its subcontractors, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable.

ARTICLE XVII: SOVEREIGN IMMUNITY

The City expressly retains and reserves all rights, privileges, limitations, and immunities of sovereign immunity that are afforded to it under section 768.28, Florida Statutes, as the same presently exists or may hereafter be amended, and under any common law doctrine.

ARTICLE XVIII: WAIVER

No waiver by the City of any right under this Agreement shall constitute or be construed as a continuing waiver of that right or any right related or incidental thereto.

ARTICLE XIX: VENUE & CHOICE OF LAW

The venue for any action or proceeding, whether at law or in equity or for any administrative remedy, shall be in the county or circuit courts in and for Volusia County, Florida; and the parties hereby expressly waive venue in any other state or federal forum that would otherwise be available. The laws of the State of Florida shall govern all disputes arising from or related to this Agreement.

ARTICLE XX: ATTORNEY'S FEES

The prevailing party shall be entitled to recover all reasonable attorneys' fees and taxable court cost, through and including all appeals, in any litigation regarding this Agreement.

ARTICLE XXI: LIQUIDATED DAMAGES

In the event the Contractor fails to perform in accordance with the provision of this Agreement, the City shall withhold from any money due the Contractor, not as a penalty but as liquidated damages for such breach of contract, the following amounts for each and every one of the following failures:

- A. legitimate complaints over 15 per month - \$150.00 each case;
- B. failure of Contractor to handle solid waste, yard waste or recycling containers carefully, thoroughly empty and replace as specified - \$50.00 each case;
- C. failure to pick up dead animals, fish, etc., within two (2) hours after notification - \$50.00, each two (2) hours per each case - \$50.00;
- D. failure to clean up spillage from vehicles or after having emptied containers, whether on private or public streets, alleys, etc. - \$1,500.00 each case;
- E. failure to clean vehicles - \$25.00 each vehicle/day;
- F. failure to keep vehicles closed or covered - \$150.00 each vehicle/day;

- G. loaded vehicles left standing on street unnecessarily - \$50.00 each vehicle/day;
- H. removal of a mobile container without leaving a serviceable one in its place - \$250.00 each occurrence;
- I. failure to maintain schedules as established and given as a requirement of this Agreement, in writing, to the public and to the City - \$5,000.00 per violation of route schedule;
- J. failure to repair or replace mobile containers within three (3) days after notification - \$250.00 per day for the 4th and each succeeding day;
- K. failure to drive in proper direction - \$150.00 each occurrence;
- L. failure to keep dumpster in proper condition - \$150.00 for each month past notification;
- M. use of contract dedicated collection vehicles outside the corporate limits of the City other than allowed by this Agreement - \$5,000.00 each occurrence;
- N. failure to provide required reports - \$250.00 per day per report (the amount will be doubled every five (5) days the report is not provided).
- O. failure to complete scheduled routes as required (7:00 a.m.- 7:00 p.m.) \$5,000.00 per vehicle/day;
- P. failure to deliver or replace recycling container within forty-eight (48) hours of request - \$50.00 each occurrence;

Prior to claiming liquidated damages, the City shall notify Contractor in writing of the specific complaint(s) for which liquidated damages are claimed. Such notice must be provided no later than 10 days after the end of the month in which the complaint occurred. Contractor may contest the imposition of liquidated damages by providing written notification to the City of its intent to do so within 10 days of receipt of the liquidated damage notice. The Contractor and City Manager, or the City Manager's designee, shall make reasonable efforts to resolve the dispute. The City Manager's decision shall be final, subject to Contractor's right to appeal the decision to the City Commission. A decision to appeal the City Manager's decision to the City Commission must be made in writing within 10 days of the date of the City Manager's final decision. The City Commission's decision shall be final.

ARTICLE XXII: AMENDMENTS

The City shall have the right to amend this Agreement from time to time as necessary to comply with federal, state, county and City laws and regulations, as amended from time to time. Such amendments shall take effect thirty (30) days after the Contractor's receipt of the written amended Agreement. Amendments which are consistent with the purposes of this Agreement may be made with the mutual written consent of the parties and in accordance with the City Charter and other applicable laws and ordinances.

ARTICLE XXIII: NOTICE

Notices to the Contractor as called for under this Agreement shall be forwarded to (list principal's name and title, along with name and address of business):

Waste Pro of Florida, Inc.
Tim Dolan, Regional Vice President
925 S. Clyde Morris Blvd.
Daytona Beach, FL 32114
(386) 788-8890
(386) 236-4345 fax
www.wasteprousa.com

Notices to the City as called for under this Agreement shall be forwarded to:

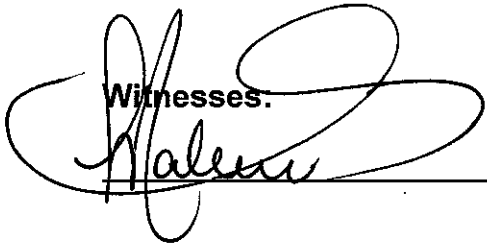
City of Ormond Beach
Joyce Shanahan, City Manager
Post Office Box 277
Ormond Beach, FL 32175-0277.

Each party shall promptly notify the other in writing of any changes in this Article.

ARTICLE XXIV: SEPARABILITY

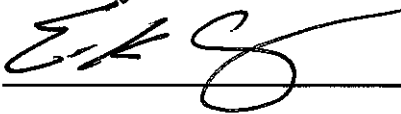
In the event any article or section of this Agreement or of any amendments thereto, is held invalid by operation of law or by any tribunal competent jurisdiction, or if compliance with or enforcement of any article or section shall be enjoined by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any amendments thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witnesses.


WASTE PRO OF FLORIDA, INC.

By:  _____

Attest:  _____

Witnesses:

CITY OF ORMOND BEACH

By: _____

Attest: _____

EXHIBIT A

Listing of refuse pickup locations at parks, picnic areas, bus stops, street containers, property owned, leased, rented and/or controlled by the City of Ormond Beach to be serviced at no charge.

Facility location	Size of container		Frequency of collection	
	90 gal.	30 gal.(fixed)	2 / wk.	3 / wk.
1. City Hall/Library		5.00	X	
2. W. 40 Post Office		1.00		X
3. Chamber of Commerce (front)		1.00	X	
4. Oceanfront Park	3.00			X
5. E. Racquet Club Shell		1.00	X	
6. Riverfront Park & Pier (Cassen)		25.00		X
7. Ames Park	6.00			X
8. Riviera Park	1.00	3.00		X
9. Central Park Phase I	18.00			X
10. Central Park Phase II	1.00	6.00		X
11. Central Park Phase III	1.00			X
12. Fortunato Park	9.00			X
13. Hospital Park		1.00		X
14. Sanchez	3.00	9.00		X
15. Memorial Gardens		3.00		X
16. Nova Recreation Complex	37.00	10.00		X
17. S. Nova	1.00			X
18. W. 40 Bus Stop (Winn Dixie)		1.00	X	
19. W. 40 Bus Stop (Granada Gourmet)		1.00	X	
20. W. 40 (Texaco Lube)		1.00	X	
21. W. 40 (KFC)		1.00	X	
22. S. USI & Granada		1.00		X
23. S. US I & Madison		1.00		X
24. S. U.S. 1 & Oleander Pl.		1.00		X
25. S. U.S. 1 & Division		1.00		X
26. Division Recreation Complex	4.00			X
27. Police Station (front & back)	1.00	1.00	X	
28. Community Fund Office	1.00			X
29. Shuffleboard Courts	1.00			X
30. N. U.S. 1 & New Britain (bus stop)		1.00		X
31. W. Granada & Ormond Elementary		2.00	X	
30. Riverbridge Gardens & Pier		3.00		X
31. Melrose Park	1.00			X
32. Ormond Middle School - tennis courts	1.00			X
33. Airport Sports Complex	161.00			X
34. Fleet Maintenance (gas pumps)	1.00			X
35. N. Halifax Bus Stop		1.00		X

36. E. Granada Post Office		1.00	X
37. E. Granada (bus stop)		1.00	X
38. E. Ormond Heritage Side		1.00	X
39. Osceola Recreation	2.00		X
40. N.E. Corner Granada & Halifax		1.00	X
41. E. Fl. Marketing		1.00	X
42. E. Memorial Bus Stop		1.00	X
43. E. Side Granada Plaza		1.00	X
44. N.E. Bridge Approach	2.00		X
45. A1A at I-Hop		1.00	X
46. Ormond Pkwy. Lift Station	1.00		X
47. S. Halifax/Ormond Pkwy		1.00	X
48. A1A & Ormond Pkwy		1.00	X
49. A1A-Exaco Station		1.00	X
50. N. Halifax & Publix		1.00	X
51. N. Ormond Travel		1.00	X
52. S. Fountain Square Center		1.00	X
53. S. Sand Box Gift Shop		1.00	X
TOTAL	256.00	93.00	

The following are the locations of City owned or controlled dumpsters and/or roll-off containers to be serviced at no charge. Additions and deletions may occur upon written notification to the contractor.

Location of dumpsters:	Container Size	Comments
Public Works Complex 501 N. Orchard St.	2-8 yd.	collection 3/week
Public Safety Complex 170 W. Granada Blvd.	2-8 yd.	collection 3/week
City Hall/Library Complex 22 S. Beach St.	2-8 yd.	collection 3/week
Division Street Recreation 176 Division St.	8 yd.	collection 3/week
Ormond Beach Performing Arts Center 399 N. U.S. 1	8 yd.	collection 3/week
Fleet Maintenance 500 N. Orchard St.	8 yd.	collection 3/week
Water Plant 450 Jefferson St.	8 yd. & 2 yd.	collection 3/week
Waste Water Plant 550 N. Orchard St.	3-8 yd.	collection 5/week
Nova Recreation 400 N. Nova Rd.	8 yd.	collection 3/week
Andy Romano Beachfront Park 839 S. A1A	2-8 yd.	Collection 3/week
Airport Sports Complex 700 Hull Road	8 yd.	collection 3/week
Total containers / yardage	18/138 yds.	

EXHIBIT B

SCHEDULE OF MONTHLY RATES (Effective for services beginning 1/1/25)

Item I Residential Curbside Solid and Yard Waste Collection

- a. **Basic Service:** manual collection of solid waste collected curbside twice per week and; unlimited yard waste once per week.

\$24.91 per unit

1. Extraordinary Service \$ 35.00 (up to 3 yds)
(See Article IV of the Agreement -Contractor will not impose upon any residential customer the extraordinary service charge unless the resident is a frequent violator and has been provided prior notice as provided in that Section)

(trip charge) \$ 54.86 each trip

(ea. add. yard) \$ 15.68 per additional

yard

Item II Commercial Front End Loader Collection and Disposal

- a. **Basic Service:** mechanical front-end loader container service: total estimated annual volume of two, four, six and eight cubic yard containers to be collected a minimum of thirteen (13) times per month.

\$12.20 per cubic yard

Front End Load Compactor
\$21.57 per cubic yard

- b. **Basic Service:** commercial can service: hand collection of up to 6-36 gallon container from businesses not utilizing cubic yard containers

\$33.36 per unit

Item III Residential Curbside Recycling Collection and Marketing

- a. **Basic Service:** manual collection of residential recyclables collected curbside once (1) per week. Recyclable Material Revenue Split 50% - /50%

\$6.84 per unit

Item IV Special Pickup

Amount paid by the City to the Contractor for extra pickup services requested by the City that are not included in basic services

\$54.86 per pickup

Item V Roll-off Services

The Contractor shall pay the City in accordance with *City of Ormond Beach Code of Ordinances*, Chapter 10, Article IV, Section 10-76, and any amendments thereto, for each roll-off pull by the Contractor (including open top and compactor roll-off containers). Contractor shall not be required to pay a separate roll-off franchise fee to the City. The contractor will be responsible for billing the roll-off customers for associated fees incurred

Item VI Lease, Maintain and Operate the City's Transfer Station (under separate agreement)

- a. **Basic Service:** Paid by the Contractor to the City to lease, maintain and operate the City of Ormond Beach Transfer Station.

Total Monthly I \$12,109.18

Item VII Annual Franchise Fee

- a. **Basic Service:** Franchise Fee paid by the Contractor to the City for the exclusive right to provide residential/commercial solid waste and yard waste collection and disposal, and residential curbside recycling.

Franchise Fee Calculation: The Franchise Fee is equal to 20% of the gross monthly amount due to the contractor. Gross monthly amount is calculated by multiplying the applicable rate outlined in Items I-IV above by the number of units (accounts served or cubic yardage) picked up as determined by the City's monthly billing to its customers. The franchise fee shall be deducted accordingly by the City from each monthly payment due to the Contractor.

When the rates to be paid the Contractor are increased by CPI adjustment, the 20% franchise fee collected by the City shall have a corresponding increase in that the 20% fee shall be multiplied by the new adjusted/higher gross amount due to the Contractor.

EXHIBIT C

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

Risk Management and Insurance Requirements

A. Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Performance Bond in an amount equal to the full amount of the Contract.
2. **(Intentionally omitted)**
3. The Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Performance Bond shall be executed in a form acceptable to the City.
5. The Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or it's right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The Performance Bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts (N/A)

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond (N/A)

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all

of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

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

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

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

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability

- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate * \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an

endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the

satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

SETTLEMENT AND RELEASE OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

The parties to this Settlement and Release of Claims are Waste Pro of Florida, Inc. (hereinafter "Waste Pro") and the City of Ormond Beach (hereinafter "the City", and collectively "the parties"). For the consideration of TWO HUNDRED AND FIFTY THOUSAND, 00/100 DOLLARS (\$250,000.00) paid by the City to Waste Pro¹, the receipt and sufficiency whereof is hereby acknowledged, the undersigned, Waste Pro hereby releases, acquits and forever discharges the City and its officers, agents, and employees of and from any and all claims, actions, demands, rights, damages, costs, expenses and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of, or in any way growing out of or arising out of, or any way related to that certain agreement between the parties for solid waste, yard waste, recycling and roll off collection and disposal services dated October 1, 2014, and all amendments thereto, including but not limited to the Second Amendment and Extension of Contract approved by the City Commission on February 21, 2023 and signed by Waste Pro on March 10, 2023 (hereinafter referred to as "the Agreement").

It is understood and agreed that this Settlement and Release is the compromise of a doubtful and disputed claim concerning the Agreement, and that the payment made by the City is merely to avoid further legal dispute.

The parties declare and represent that no promise, inducement or agreement not herein expressed has been made to the other, and that this Settlement and Release contains the entire agreement between the parties hereto, and that the terms of this Settlement and Release are contractual and not a mere recital.

THE PARTIES DECLARE that the terms of the Settlement and Release of Claims have been completely read and are FULLY UNDERSTOOD and VOLUNTARILY accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, DISPUTED OR OTHERWISE, against all persons and entities described above on account of damages above-mentioned and for the express purpose of precluding FOREVER any further or additional claims arising out of the aforesaid Agreement.

¹ The payment shall be made within thirty (30) days after both parties have fully executed this Settlement and Release of Claims and the attached Amendment and Restatement for Solid Waste, Yard Waste, Recycling and Roll-Off Collection and Disposal Services.

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

DATED this _____ day of _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

By: _____

Print Name: _____

JASON LESLIE
Mayor

By: _____

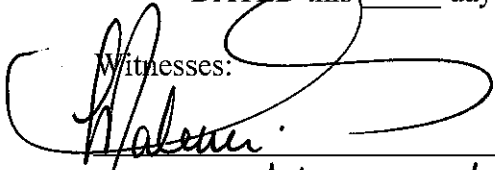
Print Name: _____

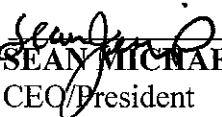
JOYCE SHANAHAN
City Manager

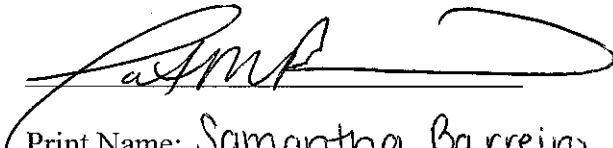
DATED this ^{1st} day of APRIL, 2025.

Witnesses:

WASTE PRO OF FLORIDA, INC.


Print Name: Malenie Kelez

By: 
SEAN MICHAEL JENNINGS
CEO/President


Print Name: Samantha Barreiro

By: 
CORT SABINA
CFO/Exec. Vice President



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 8.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-94
Strategic Goal:	Governance - Other		
Department:	Public Works - Fleet Management		
Subject:	Request to Purchase - 2025 Ford F550 4x2 Crew Chassis Dump Truck		
Summary:	This is a request to purchase one (1) Ford F550 3-yard dump truck under a competitive bid by the Florida Sheriffs Association Contract FSA23-VEH21.1, Item 23, from Duval Ford, 405 Lane Avenue North, Jacksonville, Florida. This vehicle will replace vehicle #252, a 2012 Ford F450 Dump Truck utilized for asphalt and concrete repair, which is integral to the successful operations of the Public Works Street Maintenance Section. Vehicle replacement parameters have been developed and implemented for the purchasing process to commence. Condition evaluations are conducted when a vehicle meets one or more of the following: • Age - 7 years of service • Mileage - Unit has exceeded 85,000 miles and all warranties have expired. • Maintenance Cost - Life cycle total maintenance cost exceeds 75% of acquisition cost. • Final Evaluation - Unit shows excessive wear on engine, drive train, air conditioner, and emergency equipment, including general overall appearance and body condition relating to excessive fatigue. The replacement of this vehicle has been delayed multiple years due to lack of inventory by suppliers. At 12 years of service, this vehicle has reached the end of its expected life, a copy of its Vehicle Replacement Evaluation is attached. Fleet Operations continues a cost-efficient approach to replacing vehicles again this year through the Florida Sheriffs Contract. The vehicles will be ordered with the majority of the options installed at the		

	dealer. Fleet Operations will be responsible for supplying the tag and title. The vehicle being replaced will be offered for auction. It is anticipated \$1,500-\$5,000 will be collected and returned to the Vehicle and Equipment Replacement Fund.						
Financial Impact:	Funding in the amount of \$94,505 was included in the Fiscal Year 2024-25 budget within Fund 302 - Vehicle and Equipment Replacement.						
Citizen Impact:	It is beneficial to the citizens that City staff have updated vehicles and equipment in order to complete street-related routine maintenance throughout the City.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for the purchase of one Ford F550 4x2 Crew Chassis Dump Truck.						
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325						
Attachments:	1. 25-94 Dump Truck for Streets (P25-0057G) 2. CC 541-25 2025 Ford F550 4x2 Crew Chassis Dump truck 3. FSA23-VEH21.1 252 2025 4. 252 Eval						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>5/13/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>5/14/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>5/14/2025</td> </tr> </table>	Kelly McGuire, Finance Director	5/13/2025	Claire Whitley/Shawn Finley, Assistant City Manager	5/14/2025	Joyce Shanahan, City Manager	5/14/2025
Kelly McGuire, Finance Director	5/13/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	5/14/2025						
Joyce Shanahan, City Manager	5/14/2025						

RESOLUTION NO. 2025-94

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE FORD F550 DUMP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 23-VEH21.1; DECLARING VEHICLE #252 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicle #252, a 2012 Ford F450 Dump Truck utilized by the City's Street Maintenance Section, which has been determined to have exceeded all criteria for replacement, and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids, and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one (1) 2025 Ford F550 4x2 Crew Chassis Dump Truck in the amount of \$94,505.00, from Duval Ford, LLC, under the Florida Sheriffs Association Bid FSA23-VEH21.1, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of one (1) 2025 Ford F550 4x2 Crew Chassis Dump Truck from Duval Ford, LLC, in the amount of \$94,505.00, and

WHEREAS, the City Manager has certified that funds for the purchase of the vehicle will be derived from the Vehicle and Equipment Replacement Fund (302) in the amount of \$94,505.00, and that said funds have not been appropriated for any other purpose; now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of one (1) 2025 Ford F550 4x2 Crew Chassis Dump Truck from Duval Ford, LLC, in the amount of \$94,505.00, under the Florida Sheriffs Association Bid FSA23-VEH21.1, and to pay the costs therefore from the Vehicle and Equipment Replacement Fund (302).

SECTION TWO. The City Commission hereby declares vehicle #252 to be surplus property, and the appropriate City staff members are hereby further authorized to dispose of said vehicle through competitive sealed process or public auction to be held in accordance with applicable law.

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

APPROVED AND AUTHENTICATED this 20th day of May, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2500664
Vendor: Duval Ford LLC
Resolution No. 2025-94

Requisition By: Gray Reason: Purchase of One (1) 2025 Ford F550 4x2 Crew Chassis Dump truck
Date: 5/20/2025

Purchase of Purchase of One (1) 2025 Ford F550 4x2 Crew Chassis Dump truck to replace
vehicle 252

Florida Sheriffs Contract FSA23-VEH21.1 Spec. #23

Funding through Fund 302 - Vehicle and Equipment Replacement Fund

The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are
made a part hereof.

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	2025 Ford F550 4x2 Crew Chassis	EA	1	\$63,635.00	\$63,635.00
2	Wheel Base Option 84 " Cab to Axel	EA	1	\$1,940.00	\$1,940.00
3	Rear View Camera	EA	1	\$413.00	\$413.00
4	Platform Running Boards	EA	1	\$443.00	\$443.00
5	4.30 Ratio Limited Slip Rear Axel	EA	1	\$383.00	\$383.00
6	Payload Plus Upgrade Package	EA	1	\$1,149.00	\$1,149.00
7	110V/400W Outlet	Ea	1	\$174.00	\$174.00
8	Spare Tire	EA	1	\$348.00	\$348.00
9	Complete Trailer Tow Package	EA	1	\$1,985.00	\$1,985.00
10	Camera Kit	EA	1	\$238.00	\$238.00
11	Standard Dump Bodies	EA	1	\$21,802.00	\$21,802.00
12	Ship Thru Qualified Body Modifier	EA	1	\$625.00	\$625.00
13	Temp Tag	EA	1	\$7.00	\$7.00
14	Tag and Title	EA	1	\$68.00	\$68.00
15	Stock Sourcing	EA	1	\$1,295.00	\$1,295.00
				Total	\$94,505.00

SIGNED BY (CITY):

SIGNED BY(VENDOR):

MAYOR

PRINCIPAL OF COMPANY

CITY MANAGER

WITNESS

DATED: _____

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

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

PACKING & DELIVERY:

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

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

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

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

FSA Cooperative Purchasing Program



FSA23-VEH21.1: Heavy Trucks & Buses Terms & Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

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3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

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3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

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be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

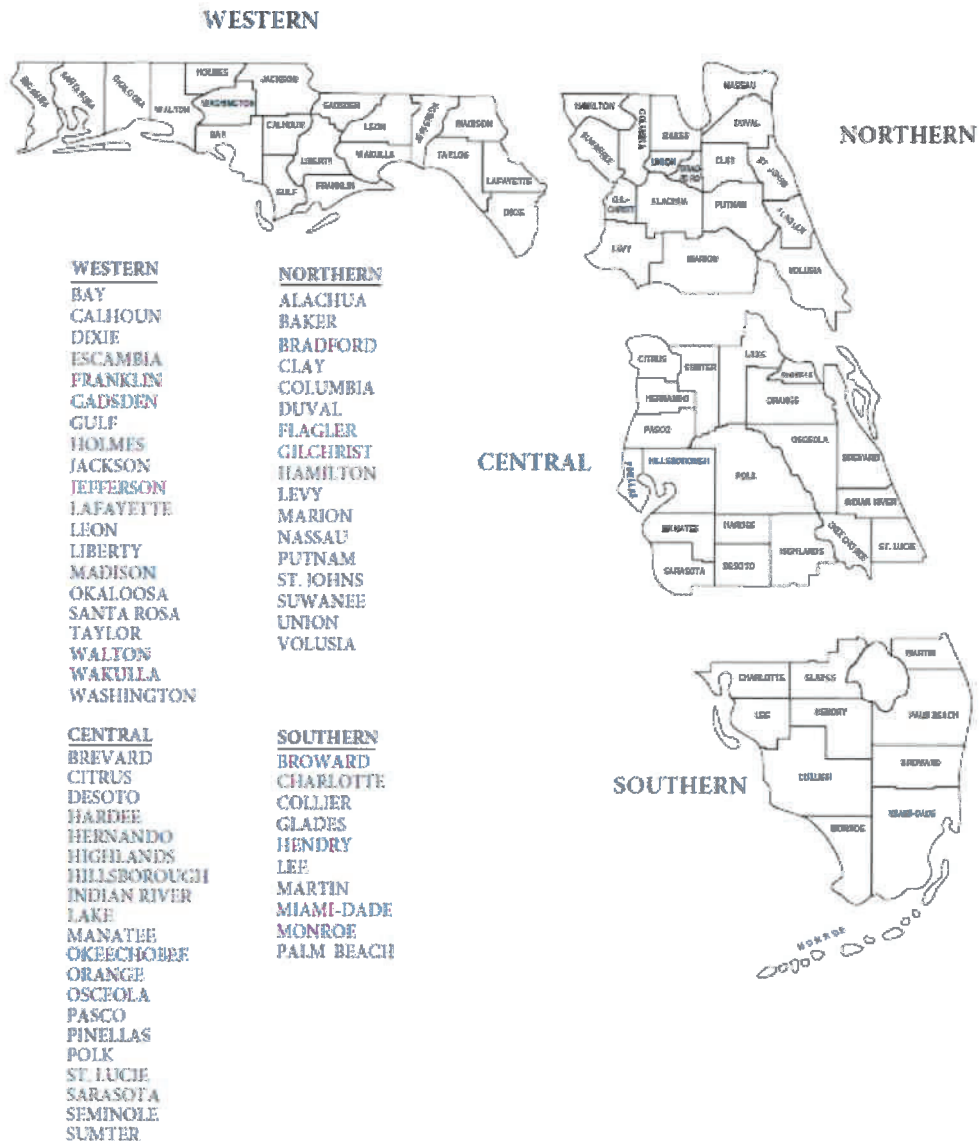
FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



v.10_2015

FSA Cooperative Purchasing Program



FSA23-VEH21.1 Heavy Trucks & Buses Extension Packet



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

Contract Extension Amendment

Contract FSA23-VEH21.0: Heavy Trucks and Busses

Extension Term: October 1, 2024, through September 30, 2025

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2024, through September 30, 2025. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-VEH21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2024, and end September 30, 2025.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.



Hugh Oliver
Florida Sheriffs Association
Director- Cooperative Purchasing Program



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award FSA23-VEH21.0: Heavy Trucks & Buses

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-VEH21.0: Heavy Trucks & Buses

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks and buses contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 81 pre-bid attendees or waivers. Of these respondents, 30 submitted bids and 29 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

Vehicle and Equipment Repair/Replacement Evaluation

Evaluated by: Christine Jarrell, Fleet Ops Supervisor		
Dept.: Streets 3003 #252	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	12	2012 Ford F-450 Dump
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	10	105,657
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	4	Vehicle is worn with scratches, dents, beginning surface rust on frame.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	4	Frequently used by Streets Department
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	Five shop visits in last year with parts becoming difficult to obtain. Vehicle was down for 2 months with parts on national back order.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$44,982.00 total \$49,656.00 LTD M&R 110% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	39	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2**Item:** 23, Ford, F-550 Crew Cab, W5G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,456.00	Build	Options
	Alternate	Duval Ford LLC	\$64,067.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,156.00	Build	Options
	Alternate	Duval Ford LLC	\$63,635.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$62,956.00	Build	Options
	Alternate	Duval Ford LLC	\$63,941.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$62,956.00	Build	Options
	Alternate	Duval Ford LLC	\$64,119.00	Build	Options



BASE SPEC

BID

23VEH21

CNGP530

VEHICLE ORDER CONFIRMATION

08/12/23 16:10:29

==>

Dealer: F24081

2024 F-SERIES SD

Page: 1 of 1

Order No: 0505 Priority: L1 Ord FIN: QE065 Order Type: 5B Price Level: 420

Ord PEP: 660A Cust/Flt Name: FSA

PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
W5G	F550 4X2 CRW CC	\$56190	\$53381.00	425	50 STATE EMISS	NC	NC
	179" WHEELBASE			65Z	AFT AXLE TANK	NC	NC
Z1	OXFORD WHITE			86M	DUAL BATTERY	NC	NC
A	VNYL 40/20/40				SP DLR ACCT ADJ		(1324.00)
S	MED DARK SLATE				SP FLT ACCT CR		(1820.00)
60A	PREF EQUIP PKG				FUEL CHARGE		39.70
	.XL TRIM			B4A	NET INV FLT OPT	NC	7.00
572	.AIR CONDITIONER	NC	NC		DEST AND DELIV	1995	1995.00
	.AMFM/MP3/CLK				TOTAL BASE AND OPTIONS	68180	60654.70
99T	6.7L V8 DIESEL	9995	9096.00		TOTAL	68180	60654.70
44G	10-SPD AUTOMATC	NC	NC		*THIS IS NOT AN INVOICE*		
TGJ	225 BSW AP 19.5						
X41	4.10 REG AXLE	NC	NC				
	FLEET SPCL ADJ	NC	(720.00)				
	18000# GVWR PKG						

ORMOND BEACH

Prepared for:

ORMOND BEACH
CHRISTINE JARRELL
386-676-6265
Christine.Jarrell@ormondbeach.org

Contract Holder

DUVAL FORD
Bambi Darr
(Work) 904-388-2144
(Fax) 904-387-6816
bambi.darr@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32254

4/22/25

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION HEAVY TRUCKS AND BUSES CONTRACT FSA 23-VEH-21-RO. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor:
Rate/Hr
\$100
Parts QTY

	Code	Equipment	UNIT PRICE	EXTENDED
1	W5G NORTH	Item 23: Ford F550 4x2 Crew Chassis Cab 60" CA DRW W5G NORTH	\$ 63,635.00	\$63,635.00
1	DSL	6.7L 4 Valve OHV Power Stroke® V8 Turbo	Standard	\$ -
1	660A	Equipment Group: XL (Power Windows & Door Locks)	\$ -	\$ -
1	W5G.84CA	Wheel Base Option 84" Cab to Axle, 203" wheelbase	\$ 1,940.00	\$ 1,940.00
1	872	Rear View Camera and Prep Kit (includes	\$ 413.00	\$ 413.00
1	18B CREW	Platform Running Boards	\$ 443.00	\$ 443.00
1	X4L	4.30 Ratio Limited Slip Rear Axle	\$ 383.00	\$ 383.00
1	59H	Center High-Mounted Stop Lamp (CHMSL)	No Charge	\$ -
1	68M	PAYLOAD PLUS UPGRADE PACKAGE (68M) Availability: ● Optional on F-550 Not available with: ● 145" wheelbase on gas engine Requires: ● Trailer Tow Pkg – High Capacity (535) on 6.7L Diesel (99T) Includes: ● Increases GVWR from 18,000 lbs. to 19,500 lbs. ● Increases max RGAWR to 14,706 ● Low Deflection/High Capacity Rear Springs ● Upgraded frame ● Upgraded rear-axle Options Available: ● Low Deflection Spacer (86S) NOTE: See Order Guide Supplemental Reference for further details on GVWR.	\$ 1,149.00	\$ 1,149.00
1	43C	110V/400W Outlet (with 40/20/40 seats, there	\$ 174.00	\$ 174.00
1	512	Spare Tire, Wheel and Jack (Excludes carrier;	\$ 348.00	\$ 348.00
1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier ● Optional on XL, XLT, Includes trailer plug 6 or 7 way ● Includes hardware pack: Class IV Ball Mount, 2" Ball, Sleeve reducer, pin and clip ● Recommend Locking Differential, Includes (52B) electric Brake controller	\$ 1,985.00	\$ 1,985.00
1	SBO 1	Factory Camera Install (Requires (872) Camera Kit	\$ 238.00	\$ 238.00
1	DB 4	Standard Dump Bodies. Godwin 11'3 Yd- 18" Sidesincludes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 21,802.00	\$21,802.00

1	31*	Ship Thru Qualified body modifier, Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage mso, body certification label and pre-delivery inspection. Second Stage MSO required for Tag.	\$ 625.00	\$ 625.00	
1	TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$ 7.00	\$ 7.00	
1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and	\$ 68.00	\$ 68.00	
1	TX	Stock Sourcing: This amount represents costs associated with reassignment, dealer transfer and re-invoicing a serialized vehicle from retail inventory, eliminating the requirement for order. Due to dealer allocation, and commodity restraints, not all vehicles qualify. When vehicles are sourced from secondary locations, additional freight for logistics may be added at \$3 per mile.	\$ 1,295.00	\$ 1,295.00	
1	OOS	OUT OF DEALER INVENTORY: E493 / SED25612	\$ -	\$ -	
0	1	Z1	Oxford White	No Charge	\$ -
0	1	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage;	Standard	\$ -
0	1		Vinyl Floor	\$ -	\$ -
0	TOTAL LABOR HOURS				
	Additional Notes		2025 MODEL / CHASSIS EXPECTED TO ARRIVE IN MID TO LATE JUNE		
UNIT COST				\$94,505.00	
TOTAL QUANTITY		1	TOTAL PURCHASE		\$94,505.00



39	W5G.XLT.203	XLT PACKAGE IS All XL content, plus: ● Bumper—front, chrome ● Grille—bright chrome ● Wheels—F-350 SRW—18" Argent Painted Steel Wheel w/Painted Hub Cover/Center Ornaments ● 110V/400W Outlet dash mounted ● Auxiliary audio input jack ● Door-trim—soft armrest, grab handle, power window/lock switches and reflector; front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab ● Floor covering—color-coordinated full carpet ● Floor mats—color-coordinated carpet ● Seats, Front — Front, high-series cloth 40/20/40 split bench—20% center under-seat storage, w/center armrest, cupholder and storage — Two-way adjustable driver/passenger headrests ● Sun visors—Color-coordinated cloth, both driver and passenger w/covered mirrors ● Window—rear, fixed privacy glass ● Mirrors—manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals ● Audio—AM/FM stereo MP3 player & four (4) speakers w/Reg Cab, six (6) speakers w/Super/Crew Cabs	\$ 4,695.00	15.01%	\$ 5,524.00
77	W5G 84CA	Wheel Base Option 84" Cab to Axle, 203" wheelbase	\$ 1,940.00	35.00%	\$ 2,984.00
85	GAS	[Does Not Apply to F350/F450 Or F59 stripped chassis option] 7.3L 2V DEVCT NA PFI V8 Gas/TorqShift® Ten-Speed 10R140 with Neutral Idle Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4)	\$ (5,000.00)	0.00%	NA
86	DSL	6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift® Ten-Speed 10R140 with Neutral Idle Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision	Standard	0.00%	Standard
89	X4L	4.30 Ratio Limited Slip Rear Axle	\$ 383.00	0.50%	\$ 385.00
90	X4N	4.10 Ratio Limited Slip Rear Axle	\$ 393.00	0.50%	\$ 395.00
91	94Z	Daytime Running Lamps, configurable on headlight switch.	Standard	0.50%	Standard
92	X8L	4.88 Limited Slip Rear axle	\$ 393.00	0.50%	\$ 395.00
93	64K	17" Argent Painted Steel (Hub Covers/Center Ornaments not included)	Standard	0.00%	Standard
94	64J	17" Forged Polished Aluminum w/Bright Hub Covers/Center Ornaments (4 aluminum outer and 2 steel inner)	\$ 597.00	0.50%	\$ 600.00
95	64F	18" Argent Painted Steel w/Painted Hub Cover/Center Ornaments	Standard	0.00%	Standard
96	648	18" Sparkle Silver Painted Cast Aluminum w/Bright Hub Covers/Center Ornaments	Standard	0.00%	Standard
97	64Z	19.5" Argent Painted Steel (19.5"x 6")	Standard	0.00%	Standard
98	64B	19.5" Argent Painted Steel (19.5"x 6.75")	Standard	0.00%	Standard
99	64D	19.5" Forged Polished Aluminum w/Bright Hub Covers/Center Ornaments (19.5" x 6")	\$ 1,090.00	0.50%	\$ 1,095.00

Submit Quote Requests to: duvalfleetquotes@gmail.com



100	64M	19.5" Forged Polished Aluminum w/Bright Hub Covers/Center Ornaments (19.5" x 6.75")	\$ 1,090.00	0.50%	\$ 1,095.00
101	TD8	LT245/75Rx17E BSW A/S PLU	Standard	0.00%	Standard
102	TBM	LT245/75Rx17E BSW A/T	\$ 164.00	0.50%	\$ 165.00
103	TCH	LT275/65Rx18E BSW A/S	Standard	0.00%	Standard
104	TDX	LT275/70Rx18E BSW A/T Plus, 4X4	\$ 264.00	0.50%	\$ 265.00
105	TD5	245/70RX19.5G BSW A/P	Standard	0.00%	Standard
106	TGM	225/70Rx19.5G BSW Traction (includes 4 traction tires on the rear and 2 A/P tires on the front.)	\$ 189.00	0.50%	\$ 190.00
107	TGK	225/70Rx19.5G BSW Traction, 4X4 (includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.)	\$ 214.00	0.50%	\$ 215.00
108	TGT	245/70RX19.5 BSW Traction (includes 6 traction tires.)	\$ 214.00	0.50%	\$ 215.00
109	TGU	245/70Rx19.5 BSW Traction (includes 4 traction tires on the rear and 2 A/P tires on the front.)	\$ 189.00	0.50%	\$ 190.00
110	512	Spare Tire, Wheel and Jack (Excludes carrier; includes Hydraulic Jack (61J); required in RI)	\$ 348.00	0.50%	\$ 350.00
111	61J	Jack (Three-ton Mechanical – F-350 SRW / Four-ton Hydraulic – F-350 DRW / Six-ton Hydraulic – F-450, F-550 & F-600) (required in RI)	\$ 55.00	0.50%	\$ 55.00
112	51D	Spare Tire and Wheel Delete (only available to Pool Accounts for sales to RI)	\$ 85.00	0.50%	\$ 85.00
113	96V	XL CHROME PACKAGE Availability: • Optional on XL Includes: • Bright chrome hub covers and center ornaments (F-350 SRW only) • Chrome front bumper • Bright Grille • Power Sliding Rear Glass w/ Rear Window Defrost (SuperCab and Crew Cab only) • Remote Start • Halogen Fog Lamps	\$ 224.00	0.50%	\$ 225.00
115	17v Crew	XLT VALUE PACKAGE (17V) Availability: • Optional on XLT Includes: • AutoLock/Auto unlock • Electrochromic Rear View Mirror • Power Driver's Seat (eight-way) • Rear Under Seat Storage (NA w/ Regular Cab; fixed/non-locking on SuperCab; foldable/locking on Crew Cab) • SecuriCode™ keyless entry keypad (driver's side) • Heated Driver Seat (NA w/ Regular Cab) • Rear Window Defrost • Remote Start • Power Adjustable Pedals • Halogen Fog Lamps	\$ 2,144.00	0.50%	\$ 2,155.00

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123	68M	PAYLOAD PLUS UPGRADE PACKAGE (68M) Availability: • Optional on F-550 Not available with: • 145" wheelbase on gas engine Requires: • Trailer Tow Pkg – High Capacity (535) on 6.7L Diesel (99T) Includes: • Increases GVWR from 18,000 lbs. to 19,500 lbs. • Increases max RGAWR to 14,706 • Low Deflection/High Capacity Rear Springs • Upgraded frame • Upgraded rear-axle Options Available: • Low Deflection Spacer (86S) NOTE: See Order Guide Supplemental Reference for further details on GVWR.	\$ 1,149.00	0.50%	\$ 1,155.00
124	473	SNOW PLOW PREP PACKAGE (473) Availability: • Optional on all Chassis Cabs Not available with: Heavy-Service Front Suspension Package (67H), Extra Heavy-Service Suspension Package (67X), Ambulance Prep Packages (47A/47L) or Fire/Rescue Prep Package w/EPA Special Emissions – For Diesel Engine (47J) or Extra Heavy Duty Front End Suspension (67P) Requires: • 4x4 (F-350 only) Includes: • Alternator: 6.7L – 350 Amp Alternators (67A) • Pre-selected springs (See Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations) Options Available: (Highly recommended for max power output) • 410 Amp Alternators (67B) (diesel only) NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: allows winch attachment NOTE 3: Highly recommended to add (86M) dual battery on 7.3L gas engine	\$ 249.00	0.50%	\$ 250.00
125	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier • Optional on XL, XLT, Includes trailer plug 6 or 7 way • Includes hardware pack: Class IV Ball Mount, 2" Ball, Sleeve reducer, pin and clip • Recommend Locking Differential, Includes (52B) electric Brake controller	\$ 1,985.00	0.50%	\$ 1,995.00



138	67B	408 Amp Dual Alternators (250 + 160 Amp; see alternator charts for ordering requirements and restrictions; req. 6.7L Power Stroke® Diesel engine; required with Rapid-Heat Supplemental Cab Heater (41A), unless ordered with ★Pro Power Onboard – 2KW (43K), Ambulance (47A/47L) or Fire Truck (47J); req. 7.3L Gas reqs. Dual Battery (86M) – std on XLT & Lariat, required with 120V/400W Outlet (43C) on XL)	\$ 114.00	0.50%	\$ 115.00
139	65M	26.5 Gallon Mid Ship (NA w/193" WB Regular Cabs & 203.4" WB Crew Cabs equipped w/gas engines; removes 40 gallon fuel tank)	\$ 124.00	0.50%	\$ 125.00
140	65C	Dual Diesel – combines 40 gallon aft-of-axle & 26.5 gallon mid ship tank (req. DRW)	\$ 622.00	0.50%	\$ 625.00
141	54F	Power-folding with Autofold, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights)	\$ 279.00	0.50%	\$ 280.00
142	18B	Platform Running Boards	\$ 318.00	0.50%	\$ 320.00
144	18B Crew	Platform Running Boards	\$ 443.00	0.50%	\$ 445.00
145	59H	Center High-Mounted Stop Lamp (CHMSL)	No Charge	0.00%	No Charge
146	153	Front License Plate Bracket	No Charge	0.00%	No Charge
147	872	Rear View Camera and Prep Kit (includes loose camera, wiring bundle)	\$ 413.00	0.50%	\$ 415.00
148	166	Carpet Delete (XLT & Lariat replaced w/black flooring)	\$ 50.00	0.50%	\$ 50.00
149	52S	Interior Work Surface (req. 40/20/40)	\$ 139.00	0.50%	\$ 140.00
150	41A	Rapid-Heat Supplemental Cab Heater (Optional in all states with 6.7L Power Stroke® Diesel engine)	\$ 249.00	0.50%	\$ 250.00
151	43C	110V/400W Outlet (with 40/20/40 seats, there is one in-dash mounted outlet; 2nd outlet in the console req. 40/Console/40 seats; req. 332 Amp Alternator (67A) when 6.7L Power Stroke® Diesel engine is ordered and the 397 Amp Alternators (67B) when 7.3L Gas is ordered; std on 7.3L Gas w/ Dual Battery (86M)	\$ 174.00	0.50%	\$ 175.00
154	1S CREW	Cloth 40/20/40 Split Bench - Crew Cab (XL Only)	\$ 313.00	0.50%	\$ 315.00
155	LS	Vinyl, 40/Mini Console/40	\$ 353.00	0.50%	\$ 355.00
157	4S CREW	Cloth High Back Bucket - Crew	\$ 612.00	0.50%	\$ 615.00
159	2	Cloth, 40/Console/40 [super and crew cab only]	\$ 299.00	0.50%	\$ 300.00

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163	945	Stainless Steel Wheel Covers – Front & Rear (NA F-350 SRW; req. 64K 17" Argent Painted Steel Wheel or 64Z 19.5" Argent Painted Steel Wheel)	\$ 478.00	0.50%	\$ 480.00
160	61L	Wheel Well, Front	\$ 179.00	0.50%	\$ 180.00
170	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only)	Standard	0.00%	Standard
171	UM	Agate Black Metallic	No Charge	0.00%	No Charge
172	HX	Antimatter Blue Metallic Requires XLT	No Charge	0.00%	No Charge
173	M7	Carbonized Gray Metallic	No Charge	0.00%	No Charge
174	DR	Avalanche Gray	No Charge	0.00%	Discontinued
175	Z1	Oxford White	No Charge	0.00%	No Charge
176	PQ	Race Red	No Charge	0.00%	No Charge
177	LJ	Darkened Bronze Metallic - Requires XLT	\$ 657.00	0.50%	\$ 660.00
178	GR	Green	\$ 657.00	0.50%	\$ 660.00
179	MB	Orange	\$ 657.00	0.50%	\$ 660.00
180	BY	School Bus Yellow	\$ 657.00	0.50%	\$ 660.00
181	E4	Vermillion Red	\$ 657.00	0.50%	\$ 660.00
182	AT	Yellow	\$ 657.00	0.50%	\$ 660.00
183	W6	Green Gem	\$ 657.00	0.50%	\$ 660.00
184	2 TONE	Two tone paint scheme available as a sublet service based on quote from local body shop at \$200 per labor hours. Quote requires agency pictures, ten hours minimum shown in price display.	\$ 2,000.00	0.00%	Quoted
185	31*	Ship Thru Qualified body modifier, Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage mso, body certification label and pre-delivery inspection. Second Stage MSO required for Tag.	\$ 625.00	0.00%	\$ 625.00
186	WARRANTY	DESCRIPTION	Contract Price	%	MSRP
187	IGB575	Base Care National Chassis Fleet Plan, [w/Gas Engine] five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,480.00	0.00%	\$ 1,480.00
188	IGB5100	Base Care National Chassis Fleet Plan, [w/Gas Engine] five Year Term at 100000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,825.00	0.00%	\$ 1,825.00
189	IGES75	Extra Care National Chassis Fleet Plan, [w/Gas Engine] five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,685.00	0.00%	\$ 1,685.00
190	IGES100	Extra Care National Chassis Fleet Plan, [w/Gas Engine] five Year Term at 100000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,175.00	0.00%	\$ 2,175.00
191	IGP575	Premium Care National Chassis Fleet Plan, [w/Gas Engine] five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,090.00	0.00%	\$ 2,090.00
192	IGP5100	Premium Care National Chassis Fleet Plan, [w/Gas Engine] five Year Term at 100000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,645.00	0.00%	\$ 2,645.00
193	IDB575	Base Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,765.00	0.00%	\$ 1,765.00
194	IDB5100	Base Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,115.00	0.00%	\$ 2,115.00

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195	IDES75	Extra Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,990.00	0.00%	\$ 1,990.00
196	IDES100	Extra Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,490.00	0.00%	\$ 2,490.00
197	IDP575	Premium Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,415.00	0.00%	\$ 2,415.00
198	IDP5100	Premium Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at \$0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 2,985.00	0.00%	\$ 2,985.00
199	FINAL DELIVERY	DESCRIPTION	Contract Price	%	MSRP
200	OZN	Option for State agency sourcing off FSA award. This fee is updated in Florida statute for myfloridamarketplace purchases when utilizing contracts outside of the Department of Management Services. This fee is collected, reported, and paid to the State; calculated at approximately 1% of the total purchase order amount. Option price listed is based on a 0.7% calculation on an average Sale amount of \$45000. Final determination TBD relative to specific quote.	\$ 315.00	0.00%	Quoted
201	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$ 68.00	0.00%	NA
202	TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$ 7.00	0.00%	NA
203	TX	Stock Sourcing: This amount represents costs associated with reassignment, dealer transfer and re-invoicing a serialized vehicle from retail inventory, eliminating the requirement for order. Due to dealer allocation, and commodity restraints, not all vehicles qualify. When vehicles are sourced from secondary locations, additional freight for logistics may be added at \$3 per mile.	\$ 1,295.00	0.00%	NA
204	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$ 125.00	0.00%	NA
283	KNAP SB	DESCRIPTION	Contract Price	%	MSRP
291	KSB 10	9' Knapheide 6108D54 DRW 60" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 16,152.00	25.00%	DIO
292	KSB 11	9' Knapheide 6108D54F DRW Flip Top 60" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 17,465.00	25.00%	DIO
293	KSB 12	9' Knapheide 6108D54F40 DRW Flip Top 60" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 17,708.00	25.00%	DIO
294	KSB 13	9' Knapheide 6108D54H46 DRW 60" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 17,552.00	25.00%	DIO
295	KSB 14	9' Knapheide 6108D54H60 DRW 60" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 18,521.00	25.00%	DIO
296	KSB 15	11' Knapheide 6132D54 DRW 84" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	\$ 18,977.00	25.00%	DIO

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312	ESBS 12	HD Spray in Bedliner for 11' Enclosed Service Body, Includes Floor and 16" up side walls	\$ 1,365.00	40.00%	DIO
313	SBO	Service Body Options	Contract Price	%	MSRP
314	SBO 1	Factory Camera Install (Requires (872) Camera Kit	\$ 238.00	36.00%	DIO
315	SBO 2	Replace Camera	\$ 326.00	35.83%	DIO
316	SBO 3	Masterlock 8-9' Body	\$ 714.00	36.00%	DIO
317	SBO 4	Masterlock 11' Body	\$ 802.00	35.93%	DIO
318	SBO 5	Codeable Padlocks (Each)	\$ 75.00	36.36%	DIO
319	SBO 6	Compartment Lights	\$ 626.00	36.09%	DIO
320	SBO 7	Compartment Lights 11' body	\$ 748.00	36.00%	DIO
321	SBO 8	Led Taillights	\$ 612.00	36.00%	DIO
322	SBO 9	Electric Locks 8-9'	\$ 2,176.00	36.00%	DIO
323	SBO 10	Electric Locks 11'	\$ 2,278.00	36.00%	DIO
324	SBO 11	Single Point T Handles 8-9'	\$ 490.00	36.11%	DIO
325	SBO 12	Single Point T Handles 11'	\$ 680.00	36.00%	DIO
326	SBO 13	3 Point T Handles 8-9'	\$ 680.00	36.00%	DIO
327	SBO 14	3 Point T Handles 11'	\$ 952.00	36.00%	DIO
328	SBO 15	D Rings In Cargo Area	\$ 530.00	35.90%	DIO
329	SBO 16	Paint Compartment Interior	\$ 2,448.00	36.00%	DIO
330	SBO 17	Replace Camera (Liftgate & Utility Installs)	\$ 326.00	35.83%	DIO
331	SBO 18	6 Drawer Mechanics Toolbox	\$ 3,876.00	36.00%	DIO
332	SBO 19	Cone Holder Light	\$ 238.00	36.00%	DIO
333	SBO 20	Heavy Duty Fold Down Cone Holder	\$ 462.00	35.88%	DIO
334	SBO 21	Pull Out Shelves Each	\$ 639.00	35.96%	DIO
335	SBO 22	Pull Out Tray	\$ 1,394.00	36.00%	DIO
336	SBO 23	Stationary Shelves- Vertical	\$ 116.00	36.47%	DIO
337	SBO 24	Stationary Shelves- Horizontal	\$ 238.00	36.00%	DIO
338	SBO 25	Spare Tire Retainer	\$ 204.00	36.00%	DIO
339	SBO 26	Backup Alarm	\$ 184.00	36.30%	DIO
340	SBO 27	3Rd Clear Lens	\$ 136.00	36.00%	DIO
341	SBO 28	Base Coat/Clear Coat Colors	\$ 2,516.00	36.00%	DIO
342	SBO 29	Treadplate Overlay Compartment Tops	\$ 2,176.00	36.00%	DIO
343	SBO 30	Treadplate Overlay Cargo Area	\$ 2,176.00	36.00%	DIO
344	SBO 31	Grabhandles (2)	\$ 306.00	36.00%	DIO
345	SBO 32	Cable Step	\$ 333.00	35.92%	DIO
346	SBO 33	Single Ladderrack	\$ 918.00	36.00%	DIO
347	SBO 34	Over Cab Material Rack Steel 8-9' Utilities	\$ 2,686.00	36.00%	DIO
348	SBO 35	Over Cab Material Rack Steel 11' Utilities	\$ 2,992.00	36.00%	DIO
349	SBO 36	Over Cab Material Rack Steel With Basket- 8-9' Utilities	\$ 3,536.00	36.00%	DIO
350	SBO 37	Over Cab Material Rack Steel With Basket- 11' Utilities	\$ 3,876.00	36.00%	DIO
351	SBO 38	Over Cab Material Rack Aluminum- 8-9' Utilities	\$ 3,400.00	36.00%	DIO
352	SBO 39	Over Cab Material Rack Aluminum- 11' Utilities	\$ 3,808.00	36.00%	DIO
353	SBO 40	Over Cab Material Rack 8' With Basket Aluminum	\$ 4,148.00	36.00%	DIO
354	SBO 41	Over Cab Material Rack 11' With Basket Aluminum	\$ 4,556.00	36.00%	DIO
355	SBO 42	Cab Guard/Window Guard Backrack	\$ 986.00	36.00%	DIO
356	SBO 43	Cab Guard Sterling For Service body	\$ 1,251.00	35.98%	DIO
357	SBO 44	Aluminum Sterling Cab Guard for Service body	\$ 1,564.00	36.00%	DIO
358	SBO 45	Light Bar Mount	\$ 163.00	35.83%	DIO
359	SBO 46	Igloo Cooler Mount	\$ 245.00	36.11%	DIO
360	SBO 47	Igloo Cooler	\$ 129.00	35.79%	DIO
361	SBO 48	6" Wilton Vise	\$ 911.00	35.97%	DIO
362	SBO 49	Vise Bracket	\$ 238.00	36.00%	DIO
363	SBO 50	Mud & Stone Guard	\$ 340.00	36.00%	DIO
364	SBO 51	E Track In Cargo Area	\$ 578.00	36.00%	DIO

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457	LSCO 8	Landscape Body Option: 60" Underbody Box	\$ 969.00	25.03%	DIO
458	DUMP	Dump Bodies	Contract Price	%	MSRP
459	DB 1	Standard Dump Bodies. Godwin 9' 2 Yd- 13" Sidesincludes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, lcc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 20,802.00	25.00%	DIO
460	DB 2	Standard Dump Bodies. Godwin 9' 3 Yd- 18" Sidesincludes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, lcc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 21,177.00	25.00%	DIO
461	DB 3	Standard Dump Bodies. Godwin 11' 2 Yd- 13" Sidesincludes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, lcc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 21,427.00	25.00%	DIO
462	DB 4	Standard Dump Bodies. Godwin 11' 3 Yd- 18" Sidesincludes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, lcc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 21,802.00	25.00%	DIO
463	DB 5	Standard Dump Bodies. Knapheide 9' 2 Yd- 13" Sidesincludes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, lcc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 24,302.00	25.00%	DIO
464	DB 6	Standard Dump Bodies. Knapheide 9' 3 Yd- 16" Sidesincludes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, lcc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 24,802.00	25.00%	DIO
465	DB 7	Standard Dump Bodies. Knapheide 11' 2 Yd- 13" Sidesincludes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, lcc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 25,052.00	25.00%	DIO
466	DB 8	Standard Dump Bodies. Knapheide 11' 3 Yd- 16" Sidesincludes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, lcc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 25,552.00	25.00%	DIO
467	CD 1	Contractor Bodies: Knapheide 9' 14" Sides- Light Duty Includes Body, Electric Hoist, Bulkhead, Ground Control Manual Tarp With Arms, lcc Underride, No Advertising Mud Flaps Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 20,052.00	25.00%	DIO
468	CD 2	Contractor Bodies: Knapheide 12' 14" Sides- Light Duty Includes Body, Electric Hoist, Bulkhead, Ground Control Manual Tarp With Arms, lcc Underride, No Advertising Mud Flaps Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 22,052.00	25.00%	DIO
469	CD 3	Contractor Bodies: Godwin 12' Up To 24" Sides- Heavy Duty Includes Body, Electric Hoist, Bulkhead, Ground Control Manual Tarp With Arms, lcc Underride, No Advertising Mud Flaps Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 22,302.00	25.00%	DIO
470	CD 4	Contractor Bodies: Godwin 14' Up To 24" Sides- Heavy Duty Includes Body, Electric Hoist, Bulkhead, Ground Control Manual Tarp With Arms, lcc Underride, No Advertising Mud Flaps Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 24,052.00	25.00%	DIO

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Vehicle and Equipment Repair/Replacement Evaluation		
	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: Streets 3003 #252	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	12	2012 Ford F-450 Dump
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	10	105,657
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	4	Vehicle is worn with scratches, dents, beginning surface rust on frame.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	4	Frequently used by Streets Department
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	Five shop visits in last year with parts becoming difficult to obtain. Vehicle was down for 2 months with parts on national back order.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$44,982.00 total \$49,656.00 LTD M&R 110% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	39	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 8.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-95
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	RFP Award - Temporary Staffing for Utility Division		
Summary:	This item is a request to award a contract to Operational Technical Services, LLC, for services pertaining to the Temporary Staffing for Utility Division project, RFP number 2025-30. The Temporary Staffing for Utility Division work, RFP No. 2025-30, was advertised for competitive proposals on February 9th, 2025. The City received 3 proposals, which were rated based on: 1) The background of the firm, 2) The experience of the firm, 3) The firm's investment strategy, 4) Cost, and 5) The distance of the firm's headquarters location in relation to the City. The highest overall rated proposal was from Operational Technical Services, LLC (242 out of a total 300 points). <u>Background:</u> The Florida Department of Environmental Protection (FDEP) requires the Water Reclamation Facility (WRF) be staffed by a State certified treatment plant operator during all operational hours. The WRF is required to operate 24 hours a day, 7 days a week. Due to retirements and a limited pool of qualified applicants, staffing levels of certified operators have dropped below sustainable levels, resulting in additional overtime and scheduling difficulties. While the City currently has a full team of operator trainees, the state requires a minimum of one (1) year of working hours before a trainee can acquire the experience needed to take the licensure exam. WRF staff have been successful in helping operator trainees prepare for and pass the licensure exam and currently meet coverage levels; this contract provides assurance that staffing requirements can be met should circumstances change.		
Financial Impact:	This contract will be utilized in the event of unfilled staff positions. Funds for temporary staffing are available within the utility department's operating budget - Fund 401.		

Citizen Impact:	Hiring temporary employees is necessary to meet permit obligations and to continue providing the level of service the City's utility customers expect.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of a contract with Operational Technical Services, LLC, for services pertaining to Temporary Staffing for Utility Division.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 25-95 Utility Staffing-Operational Technical Svc (P25-0045G) 2. Full Ormond Beach Proposal Documents (Signed) 3. City of Ormond Beach Utility Staffing Proposal - OTS 4. RFP 2025-30 Addendum 4 5. RFP 2025-30 TEMPORARY STAFFING FOR UTILITY DIVISION (6) 6. RFP 2025-30 Addendum 1 7. RFP 2025-30 Addendum 2 8. RFP 2025-30 Addendum 3 9. Operational Tech Svcs agRL 10. RFP 2025-30 signed score summary	
Approval:	Kelly McGuire, Finance Director	5/13/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	5/13/2025
	Joyce Shanahan, City Manager	5/14/2025

RESOLUTION NO. 2025-95

A RESOLUTION ACCEPTING THE PROPOSAL OF OPERATIONAL TECHNICAL SERVICES, LLC REGARDING TEMPORARY STAFFING SERVICES FOR THE CITY'S UTILITY DIVISION; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for temporary staffing services for the City's utility division (the Project) (City RFP No. 2025-30), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the three proposals received and determined that the most advantageous proposal for the City, taking into consideration each firm's background, experience, investment strategy, cost and location, is the proposal submitted by Operational Technical Services, LLC to provide temporary staffing services for the City's utility division (a copy of said proposal being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the Project, estimated to be \$100,000.00 per year (\$200,000.00 for the two-year term), has been deposited to the credit of the Water/Wastewater Operating Fund (401) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal of Operational Technical Services, LLC to provide temporary staffing services for the City's utility division is hereby accepted.

SECTION TWO. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of an agreement with Operational Technical Services, LLC.

SECTION THREE The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Operational Technical Services, LLC for the Project, having an estimated annual expenditure of \$100,000.00 (\$200,000.00 for the two-year term), and to pay the cost thereof from the Water/Wastewater Operating Fund. A copy of said Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 20th day of May, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **TEMPORARY STAFFING FOR UTILITY DIVISION**

RFP NUMBER: **2025-30**

RFP OPENING DATE & TIME: March 12, 2025, 3:00 PM

RFP OPENING LOCATION: Training Room, Breezeway, City Hall

PRE-PROPOSAL MEETING DATE & TIME: NA

PRE-SUBMITTAL MEETING:

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: Operational Technical Services LLC. (OTS)

PROPOSER'S MAILING ADDRESS: 10250 Constellation Blvd., Unit 03-115,

CITY-STATE-ZIP: Los Angeles, CA 90067

F.E.I.N.: 8 5 0 5 1 5 2 0 6

PHONE NUMBER: (424) 285-0051

EMAIL: rhonda@getots.com

If returning as a "No Submittal", please state reason (s) _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X

Rhonda Harris

AUTHORIZED SIGNATURE (MANUAL)

Rhonda Harris

NAME (TYPED)

CTO

TITLE

March 18, 2025

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed

description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The objective is to obtain temporary staffing personnel qualified to accommodate gaps in the Utility Divisions. The City of Ormond Beach is currently seeking Water Reclamation Treatment Plant Operators C, B, and A positions at the Water Reclamation Facility. The City of Ormond Beach is seeking to temporary fill these positions and a multitude of various positions throughout the Utility departments.

II. SCOPE OF SERVICES

Provide the necessary qualified temporary staff as requested by the City of Ormond Beach, within 7 calendar days, to minimize any downtime to crucial services, daily operations, and skilled labor positions. Ability to provide temporary staffing to accommodate all positions within a 24hour shift, including weekends and holidays. Any interested firms must hold the necessary insurance policies, perform a level 1 background check, perform drug testing, hold worker's compensation, and administration of all phases of payroll services for all its qualified candidates.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

All interested Firms must submit a statement of qualifications that meet the following requirements:

- I. QUALIFIED CANDIDATES – Temporary staff to accommodate Utility positions, including Plant Operators, within a 24-hour shift, weekends, and holidays.
- II. PROJECT MANAGERS - Project Managers will be required to provide qualified staffing in a timely manner to avoid down time. Provide support services and management throughout the entire staffing process.
- III. LICENSE'S & INSURANCES - Firm must possess the required licenses and insurance policy's related to providing temporary staffing services.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:

- The firm should provide general information regarding their history, headquarter location, qualifications, and licenses that are relevant to this contract.
- Service provider shall have certified project managers and an extensive resume database of qualified candidates.

B. Experience:

- Firm must submit references for five (5) similar contracts. Firm should submit contact name, address, phone, details on scope of project and deliverables.
- Firm shall provide documented experience of providing qualified skilled labor and support services.
- Firm is required to submit a sample set of deliverables with their Proposal. Sample deliverables should include a full deliverables package for a similar contract in size and

- scope. City of Ormond Beach will review these for quality and overall usefulness of deliverable reports and databases.
- C. Investment Strategy:
- Firm shall demonstrate their recruiting capabilities.
 - Firm shall demonstrate their QA & QC management standards.
- D. Cost:
- Firms shall provide a price breakdown on all positions related to the Utility Divisions, which include all plant operations and distribution/collection operations.
 - Price breakdown must represent an hourly rate, starting time when on-site, for each staff member.
 - Firms project manager will manage the monthly invoicing for services rendered
- E. Firm Location:
- Firm shall identify their headquarter location and any satellite branches in relation to City of Ormond Beach.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than DATE AND TIME.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of at least three Utility Supervisors. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Background of Firm (20 points)
 Experiences (20 points)
 Investment Strategy (20 points)
 Cost (20 points)
 Firm Location (20 points)

Responsive proposals will be ranked in each of the criteria

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

TEMPORARY STAFFING FOR UTILITY DIVISION
RFP 2025-30

Name of Firm: _____

Reviewer: _____

Date: _____

	<u>Score</u>
Background of Firm (20 pts Max)	_____
Experiences (20 pts Max)	_____
Investment Strategy (20 pts Max)	_____
Cost (20 pts Max)	_____
Firm Location (20 pts Max): Within 30 miles of Ormond Beach City Hall – 20 Pts. Within 70 miles of Ormond Beach City Hall – 14Pts. Greater than 70 miles from Ormond Beach City Hall – 6 Pts.	_____
Total	_____

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
- i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period

of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under

the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased

on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

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

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be

canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals
TEMPORARY STAFFING FOR UTILITY DIVISION
RFP No. 2025-30**

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.

Operational Technical Services, LLC

COMPANY NAME

AUTHORIZED SIGNATURE
Rhonda Harris

NAME
CTO

TITLE
March 18, 2025

DATE

**City of Ormond Beach
Request for Proposals
TEMPORARY STAFFING FOR UTILITY DIVISION
RFP No. 2025-30**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

1 - 2

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Operational Technical Services, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 10250 Constellation Blvd., Unit 03-115, Los Angeles, CA 90067

PHONE NO.: 424 288 0051 FAX NO.: _____

SUBMITTER'S NAME: Rhonda Harris

(Typed or Printed in Ink)

TITLE: CTO

AUTHORIZED SIGNATURE:

I, Rhonda Harris Rhonda Harris
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- ☒] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Operational Technical Services LLC. (OTS)
COMPANY NAME

AUTHORIZED SIGNATURE

Rhonda Harris
SIGNER'S NAME (PRINT OR TYPE)

CTO

TITLE

March 17th 2025
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
TEMPORARY STAFFING FOR UTILITY DIVISION
RFP No. 2025-30
DRUG-FREE WORKPLACE CERTIFICATION

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

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

Operational Technical Services LLC. (OTS)

Company Name

Rhonda Elaine Harris

Authorized Signature

Rhonda Harris

Print Name

CTO

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH
FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the CTO of Operational Technical Services LLC. (OTS)
(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: March 18th ~~17th~~ 2025

Signed: Rhonda Elaine Harris

Entity: Operational Technical Services LLC. (OTS) Name: Rhonda Harris

Title: CTO

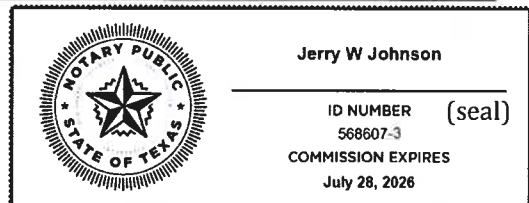
STATE OF: Texas ~~California~~

COUNTY OF: Tarrant ~~Knox~~ Angelas

The foregoing instrument was acknowledged before me by means of ~~N/A~~ physical presence or ☒ online notarization, this 18th day of March, 2025, by Rhonda Elaine Harris and who: ~~N/A~~ is personally known to me; or ☒ has produced DRIVER LICENSE as identification.

Jerry W Johnson
Notary Public, State of Texas

Notary Public, State of Texas ~~Florida~~ at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:



My commission expires: 07/28/2026

Electronically signed and notarized online using the Proof platform.

This document must be completed and returned with your Submittal



Operational Technical Services, LLC

10250 Constellation Blvd., Unit 03-115

Los Angeles, CA 90067

Phone: David Sibelman, CEO (424) 285-0051 email: david@getots.com

Proposal for: Proposal for Temporary Staffing for Utility Division –

RFP No. 2025-30

March 17th, 2025

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Section 1: Cover Letter

March 17th, 2025

Operational Technical Services, LLC
10250 Constellation Blvd., Suite 100
Los Angeles, CA 90067
Phone: David S Sibelman, CEO (424) 285-0051
Email: david@getots.com

City of Ormond Beach
Office of the Purchasing Coordinator
22 South Beach Street
Ormond Beach, FL 32174

Subject: Proposal for Temporary Staffing for Utility Division – RFP No. 2025-30

Dear Mr. Hart,

Operational Technical Services, LLC (OTS) is pleased to submit our proposal to provide temporary staffing for the Utility Division for the City of Ormond Beach. OTS has a strong track record of delivering certified staffing solutions to water and wastewater utilities nationwide, ensuring compliance, operational efficiency, and workforce continuity. Our tailored approach and deep industry expertise make us an ideal partner for the City's staffing needs.

We understand the critical role that skilled utility staff play in maintaining the integrity and efficiency of municipal water and wastewater operations. Our proven recruitment strategy, rigorous vetting process, and commitment to regulatory compliance ensure that the City of Ormond Beach receives only the most qualified professionals. Whether the City requires experienced plant operators, maintenance technicians, SCADA specialists, or field service representatives, OTS is prepared to meet your staffing demands with highly skilled personnel.

With a 5 year track record and staff with operators who possess decades of experience in municipal operations, staffing, and utility workforce augmentation, OTS has successfully partnered with cities and utility agencies across the country and particularly in Florida. Our team of Certified Staffing Professionals (CSPs) and dedicated project managers are committed to providing seamless service delivery, workforce flexibility, and cost-effective staffing solutions tailored to the City's unique operational needs.

We appreciate the opportunity to submit this proposal and look forward to the potential of working with the City of Ormond Beach. Please do not hesitate to contact us with any questions or to discuss how OTS can best support your temporary staffing requirements.

Sincerely,

David S. Sibelman

Chief Executive Officer

Section 2: Background of Firm

Background:

Operational Technical Services, LLC (OTS) specializes in staffing solutions for municipalities, utilities, and public agencies. Our team has successfully placed over 500 professionals nationwide, ensuring compliance with local, state, and federal regulations. OTS has been a trusted partner for public sector organizations, offering tailored staffing solutions that align with each client's unique operational requirements.

- Certified Operator Staffing for Water, Wastewater, Collections, and Stormwater Systems
- Emergency on-call Staffing
- Emergency Equipment/Vehicles
- Administrative and Finance Services
- Project and Construction Managers Services
- Plant Startup Services
- Water Quality Staffing and Services
- Regulatory Compliance
- Temporary Housing
- Training (SOP for Internal Staff and Certification/CUE) and Apprenticeship Program

Currently, OTS has over 80 active PSAs (Professional Service Agreements) throughout the United States, that facilitate staffing and operations for certified operators, administrative, or construction management support. The dedicated recruiters at OTS speak to hundreds of certified professionals per week that are actively looking for new opportunities. We offer specialized talent recruitment and will provide the best candidates whose skills, background and personalities fit your organization. In addition, we provide great customer service with 24/7 emergency on-call staffing support.

We use specialized recruiting techniques that we customize based on our clients' needs. All of our candidates are provided with an extensive technical assessment form which contains 168 questions focused on water treatment, distribution, collections, wastewater, maintenance, SCADA and leadership. In addition, all candidates are put through an extensive criminal and misdemeanor background check covering every County, State, and federal location they have lived in for the past 7 years as well as a ten panel drug test prior to them starting an assignment. OTS also requires all candidates to have three professional (one management) references completed prior to the interview process to confirm their eligibility.

OTS is aware of all the regulations and requirements that pertain to the staffing industry. We believe that such business characterization is highlighted by the multiple licenses that we continuously hold. Here are some of the licenses and certificates OTS holds:

- Certified Small Business Enterprise
- Certified Payroll Company
- Certified Small Business Public Works Contractor (SB-PW)

Our core strength is our multi-disciplined team of experts. We have staff covering Florida to facilitate all support services in a timely manner. We currently work with multiple local and national clients across Florida. OTS strives to constantly meet the growing needs of the Water and Wastewater Utility industry.

Our company will be able to furnish insurance coverage as follows:

- Workers Compensation Liability of \$1,000,000 per occurrence
- Commercial General Liability Limits of \$1,000,000 per occurrence / \$2,000,000 aggregate
- Contractors Pollution Liability \$5,000,000 per occurrence
- Professional Liability Coverage \$5,000,000 per occurrence
- Professional Commercial Auto and Equipment Coverage \$1,000,000 per occurrence
- Employer Practice Liability Insurance Coverage \$5,000,000 per occurrence
- Excess Liability Coverage of \$4,000,000 Per Occurrence on top of each of the insurance coverage.

Florida is the 3rd state that OTS entered and we are now up to 18. That means we are investigating bringing in a team and creating an office in the state. This was done in Texas when it reached the level of clients we have in Florida currently. We are in the process of broadening our commitment to the local and state economy.

Headquarters & Licensing

- Headquarters: Los Angeles, CA, with service capabilities across multiple states.
- Certifications & Licenses: Fully compliant with FDEP, OSHA, and EPA regulations. Our experienced team holds the highest water and wastewater qualifications.
- Certified Staffing Professionals: OTS employs seasoned professionals with deep expertise in water and wastewater systems with appropriate certifications.
- Resume Database: Extensive network of pre-screened, highly qualified candidates. These candidates range from Utility Techs up to Chief Plant Operators and Municipal Engineers.

OTS has a large bench of qualified operators and utility professionals available for permanent, long-term, short-term, and emergency support.

OTS will adhere to all insurance requirements of the City of Ormond Beach as stated in the RFP and any addendums.

Section 3: Experience

Approach to the Project:

OPERATION FLOW CHART

Job Order

Collecting the required skills, experience and temperament that is needed for specific positions

On Boarding of Candidate

Skill Assessment, Background Check, Drug Screen, Medical Assessment and Reference Checks



Talent Recruiting

The sourcing, qualifying and interviewing of candidates to collect the proper team members that make OTS preferred to other companies

Candidate Submission

OTS will present the top candidates per position to client for review

Recruiting Process

The following diagram shows the approach that OTS will follow to staff the personnel that will provide operation and maintenance services to the City of Antioch.

All candidates are put through an extensive criminal and misdemeanor background check covering every county, state, and federal location they have lived in for the past 7 years. We also conduct a driver's license background check (3 years), OFAC (Office of Foreign Asset Controls) and an international data-base check.

Qualifications

OTS was founded to create a full service recruiting and consulting model for the public and

private utility industry. It is the mission of OTS to bring consistency to the underserved industry of Water and Wastewater facilities by staffing utility professionals in the most critical infrastructure roles to accommodate operations and regulatory compliance.

Operational Technical Services, LLC - is championed by staffing and industry leaders, with over 75 years of combined experience. OTS focuses our attention on the water & wastewater industry due to the critical staffing challenges it has suffered over the past 10 years. We specialize in sourcing and recruiting in many local industries, especially water, wastewater, and administration. OTS supports municipal, private water companies, wastewater treatment, distribution, collection systems, commercial industrial facilities, engineering/design firms, general contractors, state, federal and military agencies. We have a broad area of expertise from conventional surface water treatment to regulatory compliance including systems troubleshooting and providing innovative solutions.

References:

Client Company:	City of St. Helena, CA
Client Contact:	Joe Leach
Client Contact Information:	Public Works Director joejleach@cityofsthelena.org 707-968-2629
Total Value:	\$1,500,000.00
Description:	Staffing for chief plant operators and shift operators for 3MGD Conventional Water Treatment and Wastewater plants, support capital projects with startup and implementation, suggest and complete upgrades to the facilities, manage staff at the facilities, meet federal, state, and local regulations. Monitor and control the operation of water treatment, wastewater treatment, collection and distribution systems, including monitoring nitrification and coliform levels; performing chemical pump drawdowns; adjusting flows; and calculating, adjusting, and setting optimal chemical dosage levels by adjusting chemical feeders. Ensures compliance with various water quality and regulatory requirements, such as Environmental Protection Act, National Pollutant Discharge Elimination System (NPDES), SWRCB, and American Water Works Association standards. Filling out and signing regulatory reports, for monthly and yearly reporting requirements.

Client Company:	City of Monterey Park, CA
Client Contact:	Shawn Igoe
Client Contact Information:	Public Works Director sigoe@montereypark.ca.gov 626-831-4938
Total Value:	\$350,000.00
Description:	In charge of day-to-day operations of the water treatment plant and distribution facilities. Filled out and approved monthly reports for the California State Water Resources Control Board, monitoring nitrification and coliform levels; making sure that personnel performed their daily duties appropriately. Ensured compliance with various water quality and regulatory requirements, such as Environmental Protection Act, National Pollutant Discharge Elimination System (NPDES) and American Water Works Association standards

Client Company:	City of Bradenton FL
Client Contact:	Nilsa Taylor
Client Contact Information:	Director of Administrative Services Nilsa.Taylor@bradentonfl.gov 941-932-9457
Total Value:	\$250,000.00
Description:	Develop, maintain and operate an efficient infrastructure system serving the City of Bradenton, and to effectively provide water, sewer and sanitation services to residents. Maintenance of City parks and various City buildings is also included in the Public Works Department mission. Specific goals and objectives, identified by the Mayor and Council, as they relate to Public Works, are developed and implemented by the Department.

Client Company:	City of Poway
Client Contact:	Troy DePriest
Client Contact Information:	Assistant Director of Public Works for Utilities tdepriest@poway.org (858) 668-4750
Total Value:	\$80,000.00
Description:	In charge of day-to-day operations of the water treatment plant and distribution facilities. Filled out and approved monthly reports for the California State Water Resources Control Board, monitoring nitrification and coliform levels; making sure that personnel performed their daily duties appropriately. Ensured compliance with various water quality and regulatory requirements, such as Environmental Protection Act, National Pollutant Discharge Elimination System (NPDES) and American Water Works Association standards

Client Company:	City of Colton
Client Contact:	Bassam Alzammar
Client Contact Information:	Water/Wastewater Utilities Superintendent balzammar@coltonca.gov 909-370-6101
Total Value:	\$150,000.00
Description:	Provide water operator on a temp-to-hire basis to ensure operational continuity. Support on types of operators needed and pay rates.

Experience Brief:

OTS has a proven track record of providing skilled utility personnel across multiple municipalities. Below are five relevant project references:

1. Houston Public Works – Meter Reading Staffing
 - a. Scope: Provided skilled personnel for utility meter reading operations, improving billing accuracy and reducing read errors.
 - b. Outcome: Reduced meter read discrepancies by 35%, improving customer satisfaction.
2. City of Amarillo – On-Call Staffing Agreement
 - a. Scope: Supplied certified water/wastewater operators on an as-needed basis to maintain operational consistency.
 - b. Outcome: Successfully maintained service continuity while optimizing staffing costs and efficiency.
3. Corpus Christi Desalination Plant – Operational Support
 - a. Scope: Assisted in startup, commissioning, and extended operations of a large-scale water treatment facility.
 - b. Outcome: Ensured regulatory compliance, system optimization, and smooth transition into full-scale operations.
4. Lynwood Public Works – Water System Maintenance
 - a. Scope: Provided field service representatives and technicians for water system maintenance.
 - b. Outcome: Enhanced efficiency and regulatory compliance within Lynwood’s water operations.
5. Baltimore Water & Sewer – Utility Workforce Augmentation
 - a. Scope: Supplied SCADA technicians and treatment plant operators for citywide utility operations.
 - b. Outcome: Maintained system efficiency, reducing operational downtime by 25%.

Section 4: Investment Strategy

Recruiting Capabilities

- Industry-Specific Sourcing: OTS utilizes specialized databases, industry job boards, and professional networks to recruit top talent.
- Comprehensive Vetting: Every candidate undergoes background checks, technical assessments, and reference verification.
- Emergency Staffing: 24/7 availability for urgent staffing needs to minimize service disruptions.
- Quality Assurance (QA) & Quality Control (QC) Standards
- Seven-Stage Interview Process: Each candidate undergoes seven interviews, including technical interviews to assess industry-specific skills and medical risk assessments to ensure physical fitness for the role.
- Ongoing Performance Monitoring: Regular evaluations, field audits, and client feedback integration.
- Regulatory Compliance: All staff meet FDEP, OSHA, and EPA requirements.
- Training & Development: Continuous learning programs to ensure staff remain up to date with best practices.

Section 5: Cost

Position Descriptions & Hourly Rate Breakdown

Sample Pricing based on Position Descriptions				
Position	Hourly Rate Range	OTS Bill Rate Local Hire	OTS Bill Rate Travel Hire*	Description
Chief Plant Operator	\$35 - \$60	\$145.44	\$169.42	Oversees water and wastewater treatment plant operations, ensures compliance with state and federal regulations, supervises plant personnel, and manages reporting and safety programs. Based on similar roles with salaries ranging from \$79,572 to \$96,000 annually.
Water Reclamation Operator (C, B, A)	\$22 - \$40	C \$81.93 B \$92.11 A \$97.64	C \$105.91 B \$116.09 A \$121.62	Operates water and wastewater treatment systems, ensures compliance, conducts sampling, and maintains system efficiency. Based on comparable roles offering \$20.90 to \$40.28 per hour in nearby cities.
Utility Maintenance Technician	\$20 - \$39	\$94.54	\$118.52	Conducts repairs, maintenance, and inspections for water and sewer infrastructure. Uses specialized tools and equipment. Based on comparable roles offering \$17 to \$39 per hour in nearby cities.
SCADA Technician	\$27 - \$40	\$96.96	\$120.94	Maintains and troubleshoots SCADA control systems, conducts system upgrades, and ensures network security. Comparable postings indicate hourly wages between \$20 and \$30.
Field Service Representative	\$18 - \$30	\$72.72	\$96.70	Reads and installs meters, handles customer inquiries, performs leak detection, and ensures accurate water billing. Salaries for similar positions in Florida range between \$18 and \$30 per hour.
*Note: for travel positions a minimum of 4 hours per week is required to cover the housing and travel costs.				

Billing Structure: Monthly invoicing, managed by the assigned project manager.

Rate Includes: Salaries, benefits, insurance, regulatory compliance, and training costs.

Sample Resume:

Water Reclamation Operator

- Experience: 10+ years in municipal water and wastewater treatment operations.
- Certifications: Florida DEP Class A, B, or C Water Operator License.
- Education: Associate's Degree in Environmental Science, Water Technology, or related field.
- Skills:
 - Advanced water and wastewater treatment process optimization.
 - SCADA system monitoring and control.
 - Regulatory compliance with EPA and Florida DEP standards.
 - Chemical dosing, filtration, and laboratory testing.
 - Troubleshooting and preventive maintenance of treatment equipment.
- Work History:
 - Senior Water Treatment Operator – Hillsborough County Water Treatment (4 years)
 - Supervised daily plant operations and ensured compliance with state and federal regulations.
 - Managed water quality testing and adjusted treatment processes accordingly.
 - Trained and mentored junior operators.
 - Water Plant Operator – Duval County Water Utilities (5 years)
 - Operated and monitored treatment equipment, including pumps, filters, and clarifiers.
 - Performed routine inspections and maintenance tasks to ensure efficiency.
 - Collaborated with maintenance teams to troubleshoot operational issues.
- Key Achievements:
 - Successfully led a team of operators to improve plant efficiency by 15%.
 - Reduced chemical usage by 10% through optimized dosing strategies.
 - Played a key role in achieving an EPA compliance award for outstanding water quality.

Abbreviated Sample Resumes for Other Potential Positions:

Chief Plant Operator

- Experience: 12+ years in water/wastewater plant operations and management.
- Certifications: Florida DEP Class A Water/Wastewater Operator License.

Skills: Staff supervision, regulatory compliance, advanced treatment processes.

Previous Roles:

- Chief Operator, Florida Water Treatment (5 years)
- Senior Operator, Florida Utility (7 years)

Water Reclamation Operator (Class B)

- Experience: 8+ years in municipal water treatment.
- Certifications: Florida DEP Class B Water Operator License.

Skills: Process optimization, regulatory compliance, SCADA operations.

Previous Roles:

- Senior Operator, Florida Water Treatment (5 years)
- Operator, Florida Wastewater Utility (4 years)

Utility Maintenance Technician

- Experience: 6 years in water distribution and sewer maintenance.
- Certifications: OSHA 30-Hour Safety, CDL Class B.

Skills: Pipe installation, leak detection, heavy equipment operation.

Previous Roles:

- Maintenance Technician, Florida Public Works (3 years)
- Utility Worker, Florida Water (3 years)

SCADA Technician

- Experience: 10+ years in SCADA system management.
- Certifications: Certified SCADA Specialist, ISA Certified Control Systems Technician.

Skills: PLC programming, telemetry, network security.

Previous Roles:

- SCADA Engineer, Florida Water (5 years)
- Control Systems Tech, Georgia Utilities (5 years)

Field Service Representative

- Experience: 5 years in utility field service.
- Certifications: Meter Technician Level II, Customer Service Certification.

Skills: Meter reading, installations, service requests.

Previous Roles:

- Field Representative, Florida Water Authority (3 years)
- Meter Technician, City in Florida (2 years)

The figures in this proposal are based off one-year estimates. Due to the fact that inflation has risen so fast over the past 2.5 years, we will take into account that costs may rise up to 5% per year. OTS does not include margin on any third-party expenses.

Personnel Rates:

OTS has experience working with municipal teams. What separates us from other companies that are in the same market is our dedicated recruiters and sales professionals that have a pipeline of Utility and Municipal Professionals that are looking forward to participating in this type of work. To secure the talent that is required to operate this facility, OTS will secure operators and maintenance staff that are local to the area.

Overtime:

Overtime is charged to the customer, as Florida State Law prescribes to make sure that compensation is compensatory to the law. We will make an effort to ensure that overtime and double time are minimized, therefore minimizing the project costs.

Section 6: Firm Location

OTS has its headquarters in Los Angeles, California with a satellite office in Dallas, Texas. The company is growing rapidly in the state of Florida and has the intention to put the next satellite office in the state. This will likely mean a team of 3 or 4 people based in the state by the end of 2025.

Section 7: Conclusion

Operational Technical Services looks forward to partnering with Ormond Beach and providing qualified industry professionals coupled with services that meet your needs. With OTS' extensive experience in operations and maintenance, our staff will be able to provide the Ormond Beach with much-needed water operations and utility staffing that will help Ormond Beach meet the needs of its public. In turn, the city will meet its Federal and State obligations while managing the water resource.

ADDENDUM NO. 4

March 14, 2025

TO: All interested parties.

SUBJECT: Addendum No. 4 TEMPORARY STAFFING FOR UTILITY DIVISION, RFP No. 2025-30

TO ALL CONCERNED: You are requested to make all changes and/or additions contained in this Addendum to the Project Documents. Failure to acknowledge this Addendum may result in rejection of your proposal.

QUESTIONS and ANSWERS

Q1: Could you please confirm whether this will be a single award or multiple award contract?

A1: **Award is dependent on the quality of proposals received.**

Q2: Can you please provide job descriptions and job titles for the positions you need to fill?

A2: **Yes, we have job descriptions.**

Q3: What certifications are required for these positions?

A3: **See Addendum #2, Question/Answer 4**

Q4: Will a comprehensive recruiting strategy be required for submission, including website integration, external and internal recruiting strategies, etc or are you looking for a partner who can simply submit qualified candidates to your project contact for this RFP?

A4: **We are looking for a partner to submit to us qualified candidates.**

Q5: Who is the incumbent for these services?

A5: **See Addendum #2, Question/Answer 1**

Q6: How long have they had the contract?

A6: **See Addendum #2, Question/Answer 1**

Q7: What is the anticipated annual and total spend for this contract?

A7: **See Addendum #2, Question/Answer 2**

Q8: If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates? i.e. Minimum wage

A8: **If it is required by law then we will need to adjust. If a rate adjustment is needed to meet a requirement by law then a rate change can be made. Notification will need to be made in advance.**

Q9: How many awards does the customer anticipate making?

A9: **See Question/Answer #1, above.**

Q10: Is RFP tied to Davis Bacon Act?

A11: **No.**

Q12: Can conversion fees &/or Direct Hire fees be added to our pricing?

A12: **Proposals will be evaluated as specified on page 10 of the RFP.**

Q13: How will orders be released for this award? Who places orders?

A13: **HR makes the order.**

Q14: Is ordering done from HR only via email released or in a portal?

A14: **HR via email.**

Q15: How are respondents graded in decision making process?

A15: **Proposals will be evaluated as specified on page 10 of the RFP.**

Change in opening location:

The City of Ormond Beach, Florida is seeking proposals from qualified firms to provide all labor, materials and equipment necessary for the TEMPORARY STAFFING FOR UTILITY DIVISION, RFP No. 2025-30. Proposals will be received at the Office of the Purchasing Coordinator, City Hall, Room 102, Ormond Beach, Florida, until March 19, 2025, at 3:00 p.m., at which time proposals will be opened and publicly read aloud in **Conference Room 103** at City Hall. Proposals received after the above time and date will be returned unopened.

The foregoing changes are hereby incorporated into the Proposal Requirements and Contract Documents for TEMPORARY STAFFING FOR UTILITY DIVISION, RFP No. 2025-30, for the City of Ormond Beach.

END OF ADDENDUM No. 4



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **TEMPORARY STAFFING FOR UTILITY DIVISION**

RFP NUMBER: **2025-30**

RFP OPENING DATE & TIME: March 12, 2025, 3:00 PM

RFP OPENING LOCATION: Training Room, Breezeway, City Hall

PRE-PROPOSAL MEETING DATE & TIME: NA

PRE-SUBMITTAL MEETING:

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Submittal", please state reason (s) _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed

description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The objective is to obtain temporary staffing personnel qualified to accommodate gaps in the Utility Divisions. The City of Ormond Beach is currently seeking Water Reclamation Treatment Plant Operators C, B, and A positions at the Water Reclamation Facility. The City of Ormond Beach is seeking to temporary fill these positions and a multitude of various positions throughout the Utility departments.

II. SCOPE OF SERVICES

Provide the necessary qualified temporary staff as requested by the City of Ormond Beach, within 7 calendar days, to minimize any downtime to crucial services, daily operations, and skilled labor positions. Ability to provide temporary staffing to accommodate all positions within a 24hour shift, including weekends and holidays. Any interested firms must hold the necessary insurance policies, perform a level 1 background check, perform drug testing, hold worker's compensation, and administration of all phases of payroll services for all its qualified candidates.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

All interested Firms must submit a statement of qualifications that meet the following requirements:

- I. QUALIFIED CANDIDATES – Temporary staff to accommodate Utility positions, including Plant Operators, within a 24-hour shift, weekends, and holidays.
- II. PROJECT MANAGERS - Project Managers will be required to provide qualified staffing in a timely manner to avoid down time. Provide support services and management throughout the entire staffing process.
- III. LICENSE'S & INSURANCES - Firm must possess the required licenses and insurance policy's related to providing temporary staffing services.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:

- The firm should provide general information regarding their history, headquarter location, qualifications, and licenses that are relevant to this contract.
- Service provider shall have certified project managers and an extensive resume database of qualified candidates.

B. Experience:

- Firm must submit references for five (5) similar contracts. Firm should submit contact name, address, phone, details on scope of project and deliverables.
- Firm shall provide documented experience of providing qualified skilled labor and support services.
- Firm is required to submit a sample set of deliverables with their Proposal. Sample deliverables should include a full deliverables package for a similar contract in size and

scope. City of Ormond Beach will review these for quality and overall usefulness of deliverable reports and databases.

C. Investment Strategy:

- Firm shall demonstrate their recruiting capabilities.
- Firm shall demonstrate their QA & QC management standards.

D. Cost:

- Firms shall provide a price breakdown on all positions related to the Utility Divisions, which include all plant operations and distribution/collection operations.
- Price breakdown must represent an hourly rate, starting time when on-site, for each staff member.
- Firms project manager will manage the monthly invoicing for services rendered

E. Firm Location:

- Firm shall identify their headquarter location and any satellite branches in relation to City of Ormond Beach.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than DATE AND TIME.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of at least three Utility Supervisors. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Background of Firm (20 points)
 Experiences (20 points)
 Investment Strategy (20 points)
 Cost (20 points)
 Firm Location (20 points)

Responsive proposals will be ranked in each of the criteria

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

TEMPORARY STAFFING FOR UTILITY DIVISION
RFP 2025-30

Name of Firm: _____

Reviewer: _____

Date: _____

	<u>Score</u>
Background of Firm (20 pts Max)	_____
Experiences (20 pts Max)	_____
Investment Strategy (20 pts Max)	_____
Cost (20 pts Max)	_____
Firm Location (20 pts Max): Within 30 miles of Ormond Beach City Hall – 20 Pts. Within 70 miles of Ormond Beach City Hall – 14Pts. Greater than 70 miles from Ormond Beach City Hall – 6 Pts.	_____
Total	_____

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds

- 1.** Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
- 2. (a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
- i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

- 10.** The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

- 1. Hold Harmless and Indemnity**

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

- 2. Payment on Behalf of City**

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

- 3. Loss Control/Safety**

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

- 4. Service Bond**

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period

of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under

the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased

on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

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

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be

canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals
TEMPORARY STAFFING FOR UTILITY DIVISION
RFP No. 2025-30**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

**City of Ormond Beach
Request for Proposals
TEMPORARY STAFFING FOR UTILITY DIVISION
RFP No. 2025-30**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[] The undersigned firm has had no litigation on any project in the last five (5) years.

[] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
TEMPORARY STAFFING FOR UTILITY DIVISION
RFP No. 2025-30
DRUG-FREE WORKPLACE CERTIFICATION

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

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

Company Name

Authorized Signature

Print Name

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH
FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:

(seal)

My commission expires: _____

This document must be completed and returned with your Submittal

ADDENDUM NO. 1

February 13, 2025

TO: All interested parties.

SUBJECT: Addendum No. 1 TEMPORARY STAFFING FOR UTILITY DIVISION, RFP No. 2025-30

TO ALL CONCERNED: You are requested to make all changes and/or additions contained in this Addendum to the Project Documents. Failure to acknowledge this Addendum may result in rejection of your proposal.

QUESTIONS and ANSWERS

Question 1: On page 7 of the RFP, Section IX, reference is made to a requirement that the staffing vendor “have certified project managers” which will presumably do the work of recruiting and filling positions for the City of Ormond Beach’s Water Reclamation Department. Most staffing firms don’t have certified project managers, but instead we have staffing coordinators and managers. Our firm’s staffing coordinators/managers are certified, CSP, Certified Staffing Professional. Is a certified project manager required for this work?

Answer 1: A Certified Project Manager is not a requirement. A Certified Staffing Professional employed as a staffing coordinator/manager is an appropriate option.

Question 2: Is the staffing firm responsible for providing the pay rate as well as the bill rate or will the City of Ormond Beach indicate the pay rate or pay range expected to be paid to employees provided by the temporary staffing firms?

Answer 2: The City of Ormond will provide a rate in which we would like to pay, however, we look to the temporary staffing firm to weigh on what the current market compensation for the position in which we are looking to recruit.

The foregoing changes are hereby incorporated into the Proposal Requirements and Contract Documents for TEMPORARY STAFFING FOR UTILITY DIVISION, RFP No. 2025-30, for the City of Ormond Beach.

END OF ADDENDUM No. 1

ADDENDUM NO. 2

February 21, 2025

TO: All interested parties.

SUBJECT: Addendum No. 2 TEMPORARY STAFFING FOR UTILITY DIVISION, RFP No. 2025-30

TO ALL CONCERNED: You are requested to make all changes and/or additions contained in this Addendum to the Project Documents. Failure to acknowledge this Addendum may result in rejection of your proposal.

QUESTIONS and ANSWERS

Question 1: Is this a new initiative? If so, could you kindly confirm the names of the current incumbents and contract budget?

Answer 1: An RFP for these services has not been advertised in the recent past.

Question 2: What is the allocated budget for this RFP?

Answer 2: This item is not currently budgeted. It is anticipated that funds will be available from the Water/Wastewater Operating Fund as needed.

Question 3: Do we have to provide any resumes for candidates?

Answer 3: Yes.

Question 4: Are there any mandatory compliance or regulatory obligations associated with this RFP?

Answer 4: Candidates are required to have a level C, B, or A Water or Wastewater Operators license issued by the Florida Department of Environmental Protection (FDEP).

The foregoing changes are hereby incorporated into the Proposal Requirements and Contract Documents for TEMPORARY STAFFING FOR UTILITY DIVISION, RFP No. 2025-30, for the City of Ormond Beach.

END OF ADDENDUM No. 2

ADDENDUM NO. 3

March 12, 2025

TO: All interested parties.

SUBJECT: Addendum No. 3 TEMPORARY STAFFING FOR UTILITY DIVISION, RFP No. 2025-30

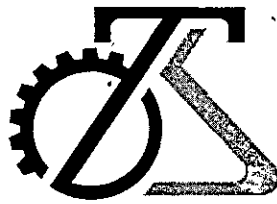
TO ALL CONCERNED: You are requested to make all changes and/or additions contained in this Addendum to the Project Documents. Failure to acknowledge this Addendum may result in rejection of your proposal.

Revised Due Date

The City of Ormond Beach, Florida is seeking proposals from qualified firms to provide all labor, materials and equipment necessary for the **TEMPORARY STAFFING FOR UTILITY DIVISION, RFP No. 2025-30**. Proposals will be received at the Office of the Purchasing Coordinator, City Hall, Room 102, Ormond Beach, Florida, until **March 19, 2025 at 3:00 p.m.**, at which time proposals will be opened and publicly read aloud in the Training Room (breezeway) at City Hall. Proposals received after the above time and date will be returned unopened.

The foregoing changes are hereby incorporated into the Proposal Requirements and Contract Documents for TEMPORARY STAFFING FOR UTILITY DIVISION, RFP No. 2025-30, for the City of Ormond Beach.

END OF ADDENDUM No. 3



OPERATIONAL

— TECHNICAL SERVICES —
INTEGRATED UTILITY SYSTEMS RESOURCE

Operational Technical Services, LLC Professional Services Agreement

This Professional Services Agreement (“Agreement”) is entered into on 8th day of May, 2025, (the “Effective Date”), by and between Operational Technical Services, LLC also known as OTS, a California limited liability company OTS with offices at 10250 Constellation Blvd, Ste 2300 Los Angeles, CA 90067, and City of Ormond Beach (“Client”), with offices located at 22 S. Beach St. P.O. Box 277, Ormond Beach, FL 32175.

RECITALS

WHEREAS OTS is in the business of providing specialty technical staffing services to accommodate public and private utilities with Temporary, Temporary-to-Hire, and Emergency on-Call Water and Wastewater Professionals who are experienced in wastewater treatment, water treatment, collections, water distribution, maintenance, regulatory compliance, and laboratory compliance.

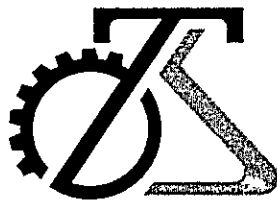
WHEREAS Client desires to retain OTS to utilize the specialty technical staffing services provided by OTS and Temporary Employees, as defined below.

NOW, THEREFORE, in consideration of the parties’ mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES

- 1.1. OTS agrees to provide Client with specialty technical staffing services as may be assigned from time to time, in writing by the Client. Personnel provided by OTS shall be referenced in this Agreement in the singular as “Temporary Employee” or in the plural as “Temporary Employees.” Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but not be limited to, a description of the nature and scope of services to be performed by OTS Temporary Employee, the services fee schedule, the location of Premises where services will be performed, the name and title of direct supervisor provided by Client responsible for supervising the OTS Temporary Employee, and the expected duration of the services.
- 1.2. Unless otherwise agreed, all services performed by a Temporary Employee shall be performed at Client’s business Premises, as set forth in a future Task Order. Client will not change the scope of services in the Task Order without prior written approval of OTS. Client will not reassign or relocate a Temporary Employee without prior approval of OTS. Client agrees to assume all liability for any third-party claim arising after any reassignment, change in Task Order or relocation of any Temporary Employee without OTS’s prior written approval.
- 1.3. OTS agrees to provide Client with any other services provided by OTS and OTS affiliates through Task Orders to facilitate all duties needed to aid operations for Client’s facilities and equipment (including all maintenance, engineering, construction, housing, and training).

CONFIDENTIAL



OPERATIONAL

— TECHNICAL SERVICES —
INTEGRATED UTILITY SYSTEMS RESOURCE

2. COMPENSATION

- 2.1. In consideration for the services to be performed by OTS, Client agrees to pay OTS as provided for in each Task Order. Each Task Order shall specify a Fee Schedule for the hourly rate of OTS services performed by Temporary Employee, which is set forth on an exhibit to be attached to each Task Order issued to Client. The hourly rate shall be based upon, but be not limited to, the nature of work to be performed, the risk level of such work, the technical skill level required of Temporary Employee, the level of responsibility of such work, and the duration of the Task Order.
- 2.2. OTS shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by Client in writing.

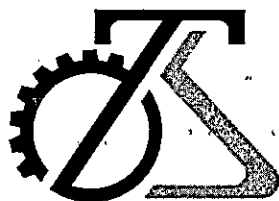
3. TERM AND TERMINATION

- 3.1. This Agreement shall commence as of the date set forth above and shall continue in full force and effect for two (2) years following the Effective Date (the "Initial Term") unless earlier terminated as provided herein.
- 3.2. Either party may terminate this Agreement at any time for any reason or no reason, by giving thirty (30) days' notice in writing to the other party.
- 3.3. In the event that this Agreement is terminated prior to conclusion of the Initial Term, all fees, costs and reimbursements owed, due, accrued, or earned as provided in this Agreement remain owed, due, accrued, or earned and shall be paid within ten days after termination. Further, all provisions in the Agreement regarding Proprietary Software, Non-Solicitation, Confidentiality, Work Product and Indemnification shall continue in full force and effect through the period of the Initial Term.
- 3.4. In the event of a declared Federal or State emergency, where the OTS Temporary Employee on assignment with Client is determined to possess skills critical to the response to said disaster response, either natural or manmade, OTS reserves the right to remove Temporary Employee from Client site to redeploy to the emergency scenario.

4. PREQUALIFICATION OF TEMPORARY EMPLOYEES

- 4.1. OTS shall complete the following verifications for all Temporary Employees: I-9 verification; Confirmation of specified professional certifications; Confirmation of professional references
- 4.2. OTS may also complete any other screening as it deems necessary to determine the qualifications and suitability of the Temporary Employees. Professional reference checks for Temporary Employees shall be based solely upon application information provided by the Temporary Employees. OTS shall be entitled to rely upon any and all information received from Temporary Employees and their references with respect to such Temporary Employees.

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4.3. OTS shall arrange for third party verifications which will include a criminal background check from all counties, states, and federal territories where the applicant has lived in the past 7 years. These third-party verifications also search all names the applicant has identified to OTS as having been used in the past. OTS will also request and review a driving record in the states where the applicant has indicated a license has been issued for the 7 years prior to application. Each potential Temporary Employee must submit to a full 10 panel drug test which includes Amphetamines, Cocaine, Marijuana, Opiate, Phencyclidine PCP, Barbiturates, Benzodiazepine, Methadone, Propoxyphene, and Methaqualone. OTS may revise its verification and testing procedures as it determines appropriate.

4.4. Except as specifically provided herein or mutually agreed upon between Client and OTS, OTS shall not provide or conduct any other background, reference or qualification checks or testing.

5. COMPENSATION OF TEMPORARY EMPLOYEES

5.1. OTS shall be responsible for the compensation of its Temporary Employees, including payment of wages, applicable federal, state, and local taxes, and the payment of any required insurance (FUTA, SDI, Unemployment Insurance). OTS shall be solely responsible for any insurance premium payments for Workers' Compensation, disability, or other insurance, which is imposed upon OTS and required as a consequence of OTS's employment of Temporary Employees under this Agreement. OTS agrees to hold Client harmless from all applicable federal, state, and local taxes relating to income tax withholding, unemployment taxes, FUTA, SDI, and state unemployment insurance imposed upon OTS for wages paid by OTS to Temporary Employees.

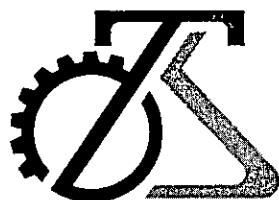
6. SUPERVISION OF TEMPORARY EMPLOYEES

6.1. Client agrees to provide direct supervision and training to Temporary Employees at all such times that the Temporary Employees are at Client's business Premises. Client further agrees that Temporary Employees shall not be permitted, without express advance written approval by an officer of OTS, while on Client's business Premises or providing services to Client, to (a) engage in travel or otherwise operate a motor vehicle or any motorized equipment on behalf of Client, (b) handle cash or negotiable instruments, (c) be permitted unsupervised or uncontrolled access to confidential or proprietary information, (d) be permitted unsupervised access to or control of the Client's Premises, (e) remove any property of Client from Client's business Premises, (f) consume any alcohol, or (g) consume drugs, unless advance written authorization is provided by a physician, while the Temporary Employees are on assignment to Client.

6.2. In the event written approval is granted by OTS for item (a) the operation of a Client motor vehicle or motorized equipment in support of the execution of the scope of services, Client shall provide copies of current motor vehicle or motorized equipment maintenance logs and registration for any motor vehicle or motorized equipment that Temporary Employee is charged with operating in the execution of the scope of the services. Client shall provide written authority to Temporary Employee certifying that Temporary Employee is authorized by Client to operate any motor vehicle or motorized equipment for the duration of the assignment.

6.3. Client shall not pay Temporary Employees other than through its payments to OTS under this

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Agreement or advance any funds to them.

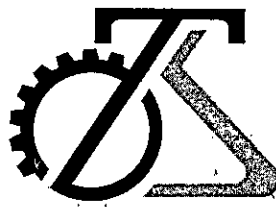
7. WORK ENVIRONMENT FOR TEMPORARY EMPLOYEES; EQUAL OPPORTUNITY

- 7.1. Client agrees to comply with all applicable laws and ordinances relating to work site health and safety, and agrees to provide Temporary Employees a safe and healthful workplace, notices and training required by the Hazardous Communications Standard established by the Occupational Safety and Health Administration ("OSHA"), Title VII of the Civil Rights Act of 1964, and any other law applicable to employees. Client agrees that it shall always have in place during the term of this Agreement an ongoing safety program in compliance with all applicable state and federal laws. If Client has operations in states with Heat Illness Prevention Standards, Client must comply with such laws and regulations.
- 7.2. City follows all state and federal laws protecting employees from discrimination or any form of harassment in the workplace. The City of Ormond Beach is committed to maintaining a working environment free from all forms of unlawful harassment. The City will not tolerate any form of harassment based on an individual's race, color, religion, gender, pregnancy (including childbirth or related medical condition), national origin, age, or disability, marital status, genetic information or testing, HIV or AIDS (actual or perceived), sickle cell trait, veteran status or other protected status. This commitment extends to all management, supervisors, coworkers, and non-employees present in the workplace, as well as interactions with vendors and business partners.
- 7.3. In the event of an accident, medical treatment, serious illness or injury, or death involving a OTS employee assigned to Client, Client shall notify OTS immediately. For any serious injury, illness or death, of a OTS employee occurring in a place of employment or in connection with a Temporary Employee, Client shall report immediately, by telephone or fax, to the nearest OSHA office and shall make the report on behalf of both OTS and Client. Client shall provide to OSHA all information required by applicable law, as well as OTS's name, address, phone number and contact person, and the OTS employee's name. Client shall notify OTS concurrently with or, if that is not possible, immediately after the report has been made.
- 7.4. OTS is an equal opportunity employer and actively supports federal, state and local laws prohibiting discrimination in employment practices because of race, color, religion, sex, age, handicap, marital status, Vietnam Era and/or special disabled veteran status, national origin, sexual orientation, or any other classification protected by law, and OTS further complies with any and all other federal, state and local employment laws and regulations (including those pertaining to family and medical leave and other fair employment practices), including but not limited to the Equal Opportunity Clause in 41 C.F.R. Section 60-1.4 (all of the foregoing being collectively referred to as the "Employment Obligations"). Client hereby agrees to comply with all of the Employment Obligations.

8. TERMINATION OF TEMPORARY EMPLOYEE JOB ASSIGNMENT OR REASSIGNMENT OF TEMPORARY EMPLOYEE BY OTS

- 8.1. Client acknowledges that OTS has the sole and exclusive right to terminate the assignment of any Temporary Employee, or to reassign any Temporary Employee to other positions including positions with other clients of OTS. Client may notify OTS at any time of Client's request that

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any Temporary Employee with whom Client is not satisfied be removed from a particular assignment or from performing services at Client altogether.

9. OTS AS INDEPENDENT CONTRACTOR

- 9.1. OTS shall be considered for all purposes to be an independent contractor of Client and nothing in this Agreement shall be construed to create a partnership, employment relationship, joint venture, or enterprise between OTS, and Temporary Employees, and Client.

10. COMPLIANCE WITH LAW

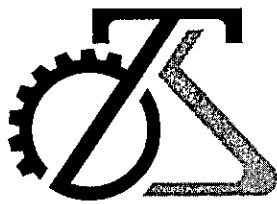
- 10.1. Client agrees to comply with all applicable local, state, and federal laws, rules, regulations, and orders. Without limiting the foregoing, Client will comply with all applicable laws, federal and state, pertaining to labor and employment, including but not limited to Title VII of the 1964 Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Immigration Reform and Control Act, all applicable Civil Rights laws, Wage and Hour laws, and any other labor law or regulation where the Client does business, including, but not limited to all laws governing acts of sexual harassment, retaliation, or discrimination in the workplace. OTS shall incur no liability with regard to any alleged violation of laws by Client.

11. UNAUTHORIZED CONVERSION OF TEMPORARY EMPLOYEE BY CLIENT; NON-SOLICITATION

- 11.1. Client understands that Temporary Employees are assigned to Client to render temporary services, and absent agreement to the contrary, are not assigned to become employees of Client. Client acknowledges that considerable expense is incurred by OTS to advertise, recruit, evaluate, train, screen, and provide appropriate quality controls relative to Temporary Employees.
- 11.2. Accordingly, Client will not, without the prior written consent of OTS, which may be granted or withheld in OTS's sole discretion, solicit a Temporary Employee for employment other than through OTS, interfere with the employment relationship between OTS and Temporary Employees, or directly or indirectly cause a Temporary Employee to transfer to another temporary staffing service.
- 11.3. If Client, either directly or indirectly, including through any company or entity within Client's control or a company affiliated with Client, hires a Temporary Employee of OTS as an employee, consultant, independent contractor of Client, or utilizes the Temporary Employee's services through another temporary or outsourcing service during such Temporary Employee's employment by OTS or an affiliate of OTS, or within twelve (12) months after termination of this person's temporary assignment by OTS at Client, Client agrees to pay OTS a direct hire fee stipulated by the parties to be set forth in an Exhibit A Fee Schedule which is attached to the end of this agreement or, in the case of a direct placement of a full-time hire, a fee equal to twenty-five percent (25%) of the employee's annualized wage or salary.

12. PRICING, INVOICING AND PAYMENT

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- 12.1. OTS shall invoice Client weekly following the Client approval of Temporary Employee's approved hours and charges of work completed and agreed upon other direct charges. Client agrees to pay such invoices net thirty (30) days of receipt of invoice. Any invoice that is not paid in full within thirty (30) days after the invoice due date will bear default interest of the lesser of one and one-half percent (1.5%) per month or the highest amount allowed by law. Client shall pay any such default charges and any costs incurred by OTS in collecting its fees and costs.
- 12.2. Rates and fees under this Agreement may be increased upon written notice to include any increase or addition of any government-imposed taxes, fees or costs, including costs incurred in complying with applicable laws, rules and regulations, imposed after the Effective Date.
- 12.3. If set forth in the applicable Task Order, OTS shall be entitled to reimbursement from Client for Other Direct Costs (ODCs) which may include meal per diem's, hotel, automobile rental, gas, and airfare by Temporary Employees whose residence is more than forty (40) miles from Client Business Premises.

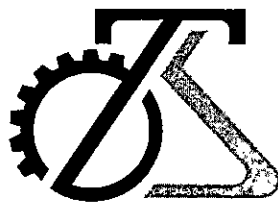
13. PROPRIETARY SOFTWARE

- 13.1. To satisfy Client's Temporary Employee requirements, data and invoices may be generated using OTS's proprietary or licensed software to which Client and Temporary Employees may have access. Client agrees that OTS software, including its data formats and any other related information pertaining to the software and its functions, shall remain the exclusive property of OTS or licensor, and shall not be duplicated, copied or disclosed, or utilized for any other purpose.

14. INSURANCE

- 14.1. OTS shall provide all pertinent and necessary insurance at its own cost and expense, which shall include:
- 14.1.1. Workers' Compensation insurance as prescribed by the law of the state(s) in which the work is performed.
- 14.1.2. Employer's Liability insurance with limits of at least \$1,000,000 for each occurrence, \$1,000,000 Disease – Policy limit, and \$1,000,000 Disease - Each employee; and
- 14.1.3. Commercial General Liability insurance with total limits of at least \$1,000,000 Per Occurrence / \$2,000,000 Aggregate.
- 14.1.4. Contractors Pollution Liability with at least \$5,000,000 Per Occurrence
- 14.1.5. Excess Liability insurance with at least \$4,000,000 Per Occurrence / \$4,000,000 Aggregate. This policy is written as follow form basis.
- 14.1.6. Commercial Auto Policy - Hired Auto Only and Non-Owned Autos with combined single limit each accident \$1,000,000.00

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14.1.7. Employment Practice Liability Insurance with limits of \$5,000,000 per occurrence.

15. CONFIDENTIALITY

15.1. During the performance of this Agreement, it may be necessary for the parties to provide confidential or proprietary information to one another. The parties agree that such information will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement. No information shall be subject to protection of this section if such information is:

15.1.1. or becomes publicly available other than through a breach of this Agreement by the party seeking to disclose the information.

15.1.2. proven to be already known to or rightfully in the possession of a party or its personnel at the time of disclosure.

15.1.3. or becomes known or developed by the receiving party independently of the confidential and/or proprietary information of the other party; or

15.1.4. released in response to a subpoena, court order, Florida Public Records Law, or other legal process, provided that the party receiving the subpoena or subject to court order or other legal process shall notify the other party and provide such party with an opportunity to seek a protective order preventing disclosure of such information, and in any event, the party subject to such subpoena, court order or other legal process shall disclose only such information as is necessary to comply therewith.

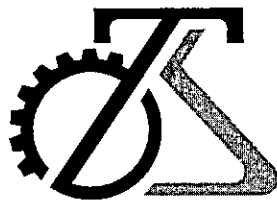
15.2. Neither party shall be liable, however, for inadvertent or accidental disclosure of such information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary information. The receiving party upon the request of the disclosing party will return all writings or documents that contain information subject to the protections of this subsection.

16. WORK PRODUCT

16.1. OTS agrees that all inventions, innovations or improvements, including copyright in any product, software, reports, surveys, marketing, promotional and collateral material prepared by the Temporary Employee assigned to the Client pursuant to the terms of this Agreement shall be the exclusive property of the Client. OTS acknowledges and agrees that the work product shall be considered a work made for hire within the meaning of the patent and copyright laws of the United States and that Client is entitled, as author thereof, to the copyright and all rights therein, including, but not limited to the right to make such changes therein and such uses thereof, as it may determine in its sole and absolute discretion; provided, that under no circumstances shall a Temporary Employee be considered an employee of Client.

17. PERSONAL INFORMATION

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17.1. This Agreement is made on the basis that each party is entitled to assume that the other has complied and will continue to comply with its obligations arising from data protection and privacy laws in force from time to time to the extent applicable to this Agreement and the scope of services detailed in the Task Order. The parties acknowledge that any use or processing by OTS of Personal Information, which is defined as "any information relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996" shall be done solely on behalf of Client and for Client's purposes and OTS shall deal with such Personal Information only in accordance with such reasonable instructions as Client may from time to time provide or as reasonably necessary for the purpose of providing the services contemplated hereby. OTS shall take such technical and organizational measures as it has determined appropriate to guard against unauthorized or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information in accordance with applicable law.

18. INDEMNIFICATION

18.1. OTS shall defend, indemnify and hold harmless Client and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "Client Parties") from and against any and all liabilities, losses, claims, injuries, suits, judgments, expenses, fines, interest or penalties (collectively, "Losses") to the extent caused by OTS's failure to comply with the terms of this Agreement or negligence or willful misconduct of OTS, for Losses arising from the usual and customary business of OTS to an amount no greater than \$5 million.

18.2. To the maximum extent permitted by applicable law, no member of Client Parties or OTS Parties shall have any liability for any indirect, consequential, special or incidental damages, damages for loss of profits or revenues, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages, unless such party has engaged in willful misconduct or the damages arise from a third party claim for which a party is entitled to indemnification in this Agreement.

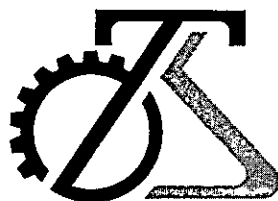
19. AUDIT RIGHTS

19.1. Client shall have the right to audit timekeeping and billing records maintained by OTS for services provided to Client, upon reasonable notice to OTS. Such audit shall be performed at the corporate headquarters of OTS located in Los Angeles, California.

20. MEDIATION/DISPUTE RESOLUTION

Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the

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Project, the parties shall attempt to resolve the dispute through mediation before an agreed upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

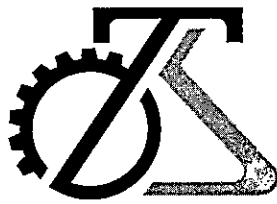
21. WAIVER OF RIGHT TO JURY TRIAL

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

22. OTHER TERMS

- 22.1 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.
- 22.2 OTS reserves the right to enter into one or more contracts with one or more third party providers to provide Temporary Employees at any time.
- 22.3 This Agreement may not be assigned by either party without the express written consent of the other party.
- 22.4 Neither party will be responsible for any failure or delay in performing any of its obligations under this Agreement or any Task Order due to causes beyond its reasonable control, and such obligations will be suspended for the period during which a fire, flood, war, natural disaster, earthquake, other acts of God, riots, new laws which prevent the carrying out of the Services, or the results of terrorist activity prevent the affected party from performing its obligations under this Agreement or any Task Order. A party affected by a force majeure event shall promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.
- 24.5 Neither this Agreement nor any Task Order is intended to confer any rights or benefit on any third party.

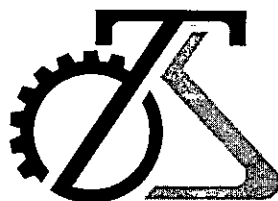
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- 24.6 Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to so execute this Agreement, and this Agreement, when executed and delivered by such party, shall constitute the valid and binding agreement of such party, enforceable in accordance with its terms. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.
- 24.7 This Agreement is subject to amendment only by the written agreement of all the parties hereto. Any amendment or modification of this Agreement shall be dated, and where any conflict arises between the provisions incorporated in earlier documents, the most recent provisions shall be controlling.
- 24.8 Multiple copies of this Agreement may be executed, each of which shall be deemed to be an original. An electronic copy of this entire Agreement, including the signature page(s), shall be deemed an original.
- 24.9 This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. It contains all the covenants, conditions and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained herein shall be valid or binding. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the parties to the Agreement.
- 24.10 The captions of paragraphs of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 24.11 A waiver of the breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given, unless given in writing and in compliance with the "Notices" paragraph herein below recited.
- 24.12 In the event that any party herein commences any legal or equitable action or other proceeding, including without limitation, arbitration, an action for declaratory relief or any other form of relief, or to enforce, interpret, reform, rescind, or in any other manner affect the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees which may be set by the arbitrator or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.
- 24.13 All representations and warranties made herein shall survive the execution of this Agreement.
- 24.14 All notices under this Agreement shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other recognized overnight courier service, and addressed to the party to be

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notified at their address set forth below. All notices and other communications required or permitted under this Agreement shall be deemed given when delivered personally, or one (1) day after being deposited with Federal Express or other recognized overnight courier service, or five (5) days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address as each party may designate in writing:

<u>For Operational Technical Services, LLC</u>	<u>For Client:</u>
Name: David S Sibelman	Name: Joyce Shanahan
Title: Chief Executive Officer	Title: City Manager
Address: 10250 Constellation Blvd, Ste 2300 Los Angeles, CA 90067	Address: 22 S. Beach Street Ormond Beach, FL 32174
Email: David@getots.com	Email:
Phone: (424) 285-0051	Phone:
Fax: (424) 285-0122	Fax:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Operational Technical Services, LLC
For Operational Technical Services, LLC:

David S Sibelman

Printed Name

Chief Executive Officer

Title

Signature

Date

5/8/2025

City of Ormond Beach
For: City of Ormond Beach

Jason Leslie

Printed Name

Mayor

Title

Signature

Date

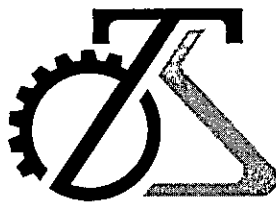
Joyce Shanahan

City Manager

Signature

Date

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EXHIBIT A

TEMP TO HIRE CONVERSION FEE SCHEDULE EARLY CONVERSION OPTION

Client has the right, upon notification to OTS, to hire any Temporary Employee to be a permanent Employee after 25 weeks of service or 1,000 hours worked. Client must provide OTS a copy of the Offer Letter within 10 days of the candidate accepting the offer. In the event Client chooses to convert the Temporary Employee prior to Temporary Employee completing 1,000 straight time hours, or approximately 25 weeks, on assignment, Client will pay OTS a conversion fee for a direct-hire placement fee according to the below schedule:

Number of Hours on Operational Technical Services Payroll	Percent (%) of Employee's Annual Salary
1,000 Hours	25%
1001 – 1250 Hours	20%
1251 – 1400 Hours	15%
1401+ 1600 Hours	10%
1601+ Hours	No Fee

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RFP Evaluation Summary

Project: TEMPORARY STAFFING FOR UTILITY DIVISION

Recommendation(s) of Award highlighted

RFP Number: 2025-30

Date & Time: April 2, 2025 10:30 AM

The RFP's were scored on the following criteria:

Background of Firm 20 Points Max

Experience 20 Points Max

Investment 20 Points Max

Cost 20 Points Max

Firm Location 20 Points Max

Summary																									
	Background of Firm 20 Points Max				Experience 20 Points Max				Investment 20 Points Max				Cost 20 Points Max				Firm Location 20 Points Max Within 30 miles – 20 Pts. Within 70 miles – 14Pts. Greater than 70 miles – 6 Pts				Totals				Rank
Firm	B.P.	T.N.	Q.W.	Total	B.P.	T.N.	Q.W.	Total	B.P.	T.N.	Q.W.	Total	B.P.	T.N.	Q.W.	Total	B.P.	T.N.	Q.W.	Total	B.P. Totals	T.N. Totals	Q. W. Totals	Total Score	Rank
VEN LLC DBA Daytona Employment	16	18	10	44	19	14	5	38	15	12	20	47	17	12	10	39	20	20	20	60	87	76	65	228	3
Operational Technical Services LLC (OTS)	19	18	20	57	18	18	20	56	15	18	20	53	18	16	20	54	6	6	10	22	76	76	90	242	1
Let's Work USA Inc	15	18	10	43	15	16	10	41	15	17	20	52	15	18	20	53	20	20	10	50	80	89	70	239	2

Rob Hart

Purchasing Coordinator

Bob Preis

Utilities Manager

Trevor Neal

Utilites Project Manager

Quinn Wichlei

HR Generalist



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 8.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Riverside Drive Closures Fiscal Year 2024-2025 Revised		
Summary:	This item requests approval to close Riverside Drive on June 14, 2025, from 8:00 am to 11:00 p.m. for the International Festival. The City Commission authorizes scheduled closures of Riverside Drive each fiscal year to provide for enhanced pedestrian safety during various community events at the Casements and surrounding area. In September 2024, the Commission approved the FY 2024-25 closure dates. However, the International Festival was recently added.		
Financial Impact:	None		
Citizen Impact:	The residents will continue to enjoy special events safely.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval to close Riverside Drive from Granada Boulevard to Casements Drive on June 14, 2025 from 8:00 am to 11:00 p.m.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		
Attachments:	1. Revised Riverside Drive Closures FY 2024-25		
Approval:	Kelly McGuire, Finance Director	4/29/2025	
	Claire Whitley/Shawn Finley, Assistant City Manager	4/30/2025	
	Joyce Shanahan, City Manager	5/13/2025	

Riverside Drive Closures FY 2024-2025 (Revised 4/17/2025)

2024		
Ormond Beach's National Night Out	Oct 1	8:00 a.m. - 11:00 p.m.
Movies on the Halifax – Realty Pros Truck or Treat	Oct 4	3:00 p.m. - 12:00 a.m.
MS Society Bike Event	Oct 5 & 6	12:00 a.m. - 8:00 p.m.
Halloween	Oct 31	5:00 p.m. - 11:00 p.m.
Riverfest – Ormond Mainstreet	Nov 15-17	8:00 a.m.- 11:00 p.m.
Gaslight Parade	Nov 29	5:00 p.m. - 8:00 p.m.
Christmas Gala – The Casements Guild	Dec 6-8	11:00 a.m. - 5:00 p.m.
Holiday's at The Casements	Dec 19	4:00 p.m. - 10:00 p.m.
2025		
Future City Music Festival	February 22	8:00 a.m. – 10:00 p.m.
Taste of Ormond – Ormond MainStreet	March 2	8:00 a.m. - 10:00 p.m.
Tomoka Marathon	March 22	4:00 a.m. - 4:00 p.m.
Celtic Festival - Ormond MainStreet	April 11-13	8:00 a.m. - 11:00 p.m.
Art in the Park	May 2-4	9:00 a.m. - 9:00 p.m.
Craft Beer Festival - Ormond Rotary	May 17	7:00 a.m. - 10:00 p.m.
Memorial Day Rehearsal	May 24	6:00 a.m. - 2:00 p.m.
Memorial Day Remembrance	May 26	6:00 a.m. - 2:00 p.m.
International Festival	June 14	8:00 a.m – 11:00 p.m.
Independence Day Celebration	July 4	8:00 a.m. - 12:00 a.m. (midnight)
Ormond LIVE!	Sept 27 & 28	6:00 a.m. - 5:00 p.m.

The City Commission is not required to approve the closing of other streets; however, Beach Street will be closed as follows:

Independence Day Between Granada Blvd & Tomoka Ave
July 4, 2025, Noon-10:00 p.m.

Between Granada Blvd & New Britain Ave
July 4, 2025, Noon-10:00 p.m.

Home for the Holidays Parade Between Granada Blvd & Tomoka Ave
Saturday, December 14, 2024 from Noon-10:00 p.m.



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 8.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Public Safety - Other		
Department:	Public Works		
Subject:	Construction & Demolition Franchise Renewal, Hubbard Construction Company		
Summary:	On April 11, 2025, Hubbard Construction Company dba Mid Florida Materials (Hubbard), submitted a construction and demolition roll-off services franchise agreement renewal application, affidavit of acknowledgment of business type, and a nonrefundable renewal fee of \$1,500. Hubbard's existing franchise will expire on April 18, 2025. Hubbard acknowledges the per-pull charge of \$48.95 to be remitted by the tenth day of the month accompanied by appropriate documentation. Hubbard offers 10-, 20-, 30-, and 40-yard roll containers. The principal owners have extensive background in the recycling and solid waste industry and staff expects a high level of customer satisfaction.		
Financial Impact:	Revenues from this nonexclusive franchise agreement will be \$5,000 from the receipt of the annual franchise fee, \$1,500 from the renewal fee, and approximately \$2,500 from pull charges, which will be applied to fund 460 - Solid Waste Fund.		
Citizen Impact:	The franchising of waste haulers ensures that these businesses operate within the requirements of the City. Having multiple authorized haulers provides a varied selection from which to choose.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to renew the non-exclusive franchise agreement for collection and disposal of construction and demolition debris to Hubbard Construction Company dba Mid Florida Materials from April 18, 2025 to April 18, 2026.		

Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325	
Attachments:	1. Hubbard Construction & Demolition Renewal Contract	
Approval:	Kelly McGuire, Finance Director	4/29/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	5/6/2025
	Joyce Shanahan, City Manager	5/13/2025



April 11, 2025

Shawn Horsley, Solid Waste Contract Manager
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174

RE: Request to renew our Non-Exclusive Construction & Demolition Roll-Off Services Franchise Agreement

Mr. Horsley,

Hubbard Construction Company DBA Mid-Florida Materials, FEIN# 59-0594298, respectfully requests the renewal of our non-exclusive Construction & Demolition Roll-Off Services franchise agreement to continue placing roll off dumpsters within the City of Ormond Beach. There are no material modifications to our prior application and following this letter is our signed application checklist and updated certificate of insurance for the current year.

Mid Florida Materials currently provides roll off services for most of Central Florida Counties area contractors including the The Central Florida Tourism Oversight District, formerly the Reedy Creek Improvement District. We work with most major home builders throughout Central Florida, providing services to roadway projects, demo projects, commercial projects and home owners. We have over 75 vehicles in our Roll-off Services fleet and more than 5,400 dumpsters of various size.

We are a solid reputable company that can provide service at a competitive rate so the public has access to another vendor for pricing options. We are committed to delivering high-quality services on-time to maximize value to our clients. That commitment has remained unchanged for 100+ years since our company was founded in the 1920s.

Thank you for your consideration in approving the renewal of our franchise agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Stacey'.

Mike Stacey, Area Manager

Mid Florida Materials
A division of Hubbard Construction Company
1936 Lee Road, Suite 300 – Winter Park, FL 32789
P.O. Box 547217 – Orlando, FL 32854
T/ 407-578-9779 – F/ 407-578-5251
www.midfloridamaterials.com

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

Check One

☐ New ☒ Renewal ☐ Transfer ☐ Modification

Application Information:

Name: Hubbard Construction Company dba Mid Florida Materials

Address: P.O. Box 547217

City/State/Zip Code: Orlando, FL 32854

Phone Number: 321-303-2852

Contact Name: Mike Stacey

Contact Email: mike.stacey@hubbard.com

To the applicant: The following information checklist is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for construction and demolition debris collection and disposal services to properties located in the City of Ormond Beach. Please provide the required information identified in this checklist as an attachment to the franchise application.

**Franchise Application Requirements
And Requirement Checklist**

- PKU ☒ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;
- PKU ☒ 2. Names(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- PKU ☒ 3. Proof that corporation is in good standing in the State, and if not a Florida corporation, proof that applicant is qualified to do business in the State of Florida;
- ☐ 4. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;
- PKU ☒ 5. List of type, number, and complete description of all equipment to be used by applicant for providing safe and efficient services;
- PKU ☒ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;
- PKU ☒ 7. List of all franchises awarded to the applicant and the status of those franchises;

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

- NA ☐ 8. List of all franchises applied for which were not granted during the previous five-year period;
- pfv ☒ 9. Written response to selection criteria as follows:
1. The public need for the proposed franchise or franchise transfer
 2. The financial ability of the applicant to perform
 3. Such other matters or information regarding the applicant or proposed franchise that the City Commission may determine relevant in its legislative discretion;
- pfv ☒ 10. Applicant shall maintain in full force and effect the insurance coverages required by Exhibit "A" of City of Ormond Beach Resolution No. 2021-144 and any subsequent amendments thereto. Commercial General Liability coverage shall be \$1 million each occurrence, \$1 million aggregate products and completed operations and \$50,000 fire damage (any one fire).
- NA ☐ 11. An applicant for an initial franchise, or a material modification of an existing franchise, or a transfer of a franchise shall file the original and ten (10) copied of the application with the City Clerk, or his or her designee. Any transfer of more then twenty-five (25) percent of the ownership of the franchisee shall be deemed to be a "transfer of a franchise."
- pfv ☒ 12. Contemporaneously with the filing of an application for an initial franchise, the applicant shall remit to the City a nonrefundable application fee in the amount of two thousand five hundred dollars (\$2,500.00); and contemporaneously with the filing of an application for a material modification of an existing franchise, or a transfer of a franchise, the applicant shall remit to the City, unless otherwise prohibited by law or waived by the City, a nonrefundable application fee in the amount of one thousand five hundred dollars (\$1,500.00). "Material modification" shall mean a change in any term or condition that substantially or materially affects any right or obligation of the franchisee or City under a franchise.
- pfv ☒ 13. Within ten (10) business days after the filing of an application, the applicant shall furnish a complete copy of the application to all other collectors of construction and demolition debris that have franchises in the City. The copy shall be furnished by personal delivery or sent by certified mail, return receipt requested, to the principal business office of such other collectors of construction and demolition debris.

Definitions:

1. Applicant: a person or corporation applying to the City of Ormond Beach for a non-exclusive franchise to provide construction and demolition roll-off containers and/or collect construction and demolition debris within the City for hire, remuneration or other consideration.
2. Franchisee: person or corporation to whom the City has issued a non-exclusive franchise to provide roll-off containers for construction and demolition services and/or to provide construction and demolition debris collection and disposal services to properties in the City.

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

Applicant agrees to comply with all applicable provision of the City of Ormond Beach, Florida, Code of Ordinances Chapter 10, Article IV, as may be amended.

Hubbard Construction Company dba Mid Florida Materials

Applicant name (print or Type)



Applicant signature

4/11/2025

Application submission date

Application received by

date

Application fee received by

check number

check date

Approved City Manager/designee signature

date

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

**Affidavit
ACKNOWLEDGMENT OF BUSINESS TYPE**

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to the application and becomes a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Ormond Beach Code of Ordinances, the laws, rules, ordinances and regulations of Volusia County, the State of Florida, and the United States of America.

BUSINESS ADDRESS OF APPLICANT:

Address: 1936 Lee Road #300

City: Winter Park State: FL Zip: 32789

Telephone No.: 407-645-5500 Fax No.: N/A

Federal ID No.: 59-0594298

SIGNATURE OF APPLICANT:

If an Individual: _____, doing business
Signature

as _____

If a Partnership: _____ by: _____
General Partner Signature

If a Corporation: Hubbard Construction Company dba Mid Florida Materials
Corporate Name

(a Florida Corporation)

by: P. Frederick O'Dea Jr
Signature

Title: Senior Vice President, CFO and Secretary

Attest: Dirk D. Story (SEAL)
Dirk D. Story, Assistant Corporate Secretary

NOTARY PUBLIC: _____

STATE OF: Florida COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me this _____ day of the year _____, by P. Frederick O'Dea Jr who is (are) personally known to me or who has produced as identification and who did (did not) take an oath

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED, OR STAMPED: Amanda Stacy

Commission Number: HH377438 My Commission Expires: 05/22/2027

Construction & Demolition Roll-off Services Non-Exclusive Franchise Application Page 4 of 4



**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

**Affidavit
ACKNOWLEDGMENT OF BUSINESS TYPE**

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to the application and becomes a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Ormond Beach Code of Ordinances, the laws, rules, ordinances and regulations of Volusia County, the State of Florida, and the United States of America.

BUSINESS ADDRESS OF APPLICANT:

Address: 1936 Lee Road #300

City: Winter Park State: FL Zip: 32789

Telephone No.: 407-645-5500 Fax No.: N/A

Federal ID No.: 59-0594298

SIGNATURE OF APPLICANT:

If an Individual: _____, doing business
Signature

as _____

If a Partnership: _____ by: _____
General Partner Signature

If a Corporation: Hubbard Construction Company dba Mid Florida Materials
Corporate Name

(a Florida _____ Corporation)

by: P. Frederick O'Dea Jr
Signature

Title: Senior Vice President, CFO and Secretary

Attest: Dirk D. Story (SEAL)
Dirk D. Story, Assistant Corporate Secretary

NOTARY PUBLIC: _____

STATE OF: Florida COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me this _____ day of the year _____, by P. Frederick O'Dea Jr who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED, OR STAMPED: Amanda Stacy

Commission Number: HH377438 My Commission Expires: 05/22/2027

Construction & Demolition Roll-off Services Non-Exclusive Franchise Application Page 4 of 4





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
10/01/2024

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE: 1-877-945-7378 FAX: 1-888-467-2378 E-MAIL: certificates@wtwco.com ADDRESS: certificates@wtwco.com														
INSURED Bubbar Construction Company, Inc. DBA Mid-Florida Materials 1936 Lee Rd Winter Park, FL 32789	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A: American Guarantee and Liability Insurance</td><td>26247</td></tr><tr><td>INSURER B: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER C: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER D: American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER E: Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: American Guarantee and Liability Insurance	26247	INSURER B: Zurich American Insurance Company	16535	INSURER C: XL Specialty Insurance Company	37885	INSURER D: American Zurich Insurance Company	40142	INSURER E: Indian Harbor Insurance Company	36940	INSURER F:	
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INSURER D: American Zurich Insurance Company	40142														
INSURER E: Indian Harbor Insurance Company	36940														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W35466407

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	GLO0184998-09	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	BAP0184997-09	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	US00064220LI24A	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No ☐ N/A	WCD184999-09	10/01/2024	10/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Builders Risk/Installation Water Damage Transit		MBR 7916193-04	10/01/2024	10/01/2025	Special incl theft \$100,000,000 Limit \$100,000,000 Limit \$5,000,000

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

Re: C&D Roll-Off Services Franchise Agreement

Umbrella extends over the General Liability, Auto Liability and Employer's Liability.
SEE ATTACHED**CERTIFICATE HOLDER****CANCELLATION**

City of Ormond Beach Attn: Public Works Department 22 S Beach St 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 <i>Charles T. Draper</i>
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 26523570

BATCH: 3642337

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Hubbard Construction Company, Inc. DBA Mid-Florida Materials 1936 Lee Rd Winter Park, FL 32789	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

City of Ormond Beach is included as an Additional Insured as respects to General Liability and Auto Liability where required by contract.

Umbrella is follow-form Primary policies, including Additional Insured.

City of Ormond Beach is included as Loss Payee as respects to Property coverage.

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company

NAIC#: 36940

POLICY NUMBER: CEO7421672 **EFF DATE:** 10/01/2024 **EXP DATE:** 10/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$1,000,000
	Aggregate	\$1,000,000

INSURER AFFORDING COVERAGE: Zurich American Insurance Company

NAIC#: 16535

POLICY NUMBER: CPP8693791-04 **EFF DATE:** 10/01/2024 **EXP DATE:** 10/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Blanket Building and	Policy Limit- Special	\$100,000,000
Personal Property	incl theft, Repl Cost	\$60,000,000
Blkt Business Income	Extra Expense	



Additional Insured – Owners, Lessees Or Contractors – **ZURICH** Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0184998-09

Effective Date: 10/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Owners, Lessees Or Contractors – **ZURICH®** Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0184998-09

Effective Date: 10/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Vinci Construction USA

Endorsement Effective Date: 10/1/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 8.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Public Safety		
Department:	Fire Department		
Subject:	RFP- Fire Hydrant Maintenance and Repair		
Summary:	This item is to notify the City Commission of staff's intent to request competitive proposals for fire hydrant maintenance and repair services. This project will support existing public safety infrastructure by ensuring the proper functioning of the City's fire hydrants and valves, and maintaining compliance with industry standards, practices, and schedules. The scope of services will include maintenance, testing, repair, painting, color-coding, and replacement of fire hydrants and valves within the City's service area.		
Financial Impact:	Funding in the amount of \$166,000 for fire hydrant maintenance and repair was included in the previous Fiscal Year's budget and will be reallocated to FY 2024-2025.		
Citizen Impact:	The activities associated with this project have minimal potential for minor traffic delays when work is in progress and will ultimately benefit the citizens through the protection of property in the future.		
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise this project for request for proposals, unless otherwise directed.		
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270		
Attachments:	1. RFP 2025-27 Fire Hydrant Maintenance and Repair NQ 040825		
Approval:	Kelly McGuire, Finance Director		5/1/2025

	Claire Whitley/Shawn Finley, Assistant City Manager	5/8/2025
	Joyce Shanahan, City Manager	5/13/2025



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Fire Hydrant Maintenance and Repair (As Needed)**

RFP NUMBER: **2025-27**

RFP OPENING DATE & TIME: **June 25, 2025 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Submittal", please state reason (s) _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other

forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality,

or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than the date indicated.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of members of the Fire Department and/or Public Works Department. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (40 points)

References (40 points)

Proximity to City Hall (1-50 miles 10 pts, 51-150 miles 7 pts, 151+ miles 3 pts)

Price (10 points)

Responsive proposals will be ranked in each of the criteria

TERM OF AGREEMENT:

The initial term of this agreement shall be for a period of three (3) years, with two (2) additional one-year periods at the mutual agreement of the parties.

SCOPE OF WORK:

GENERAL

The Vendor will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Technical Specifications section. The Vendor will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Technical Specifications.

Vendor shall not subcontract the services or any part of the services without prior written approval from the City of Ormond Beach. The City of Ormond Beach reserves the right to reject any/all subcontractor(s) at the sole discretion of the city.

The Vendor shall follow the minimum requirements set forth in these specifications. All work shall comply with all applicable provisions and standards of the following recognized entities:

1. City of Ormond Beach Minimum Design Standards.
2. Florida Department of Transportation (FDOT) Utility Accommodation Manual (latest edition).
3. FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (latest edition).
4. American Water Works Association (AWWA) Standards for Maintenance, Repair and Replacement of Fire Hydrants (M-17) and Distribution System Valves (M-44) (most applicable and latest edition).
5. Occupational Safety and Health Association (OSHA) as applicable to associated work.
6. US Environmental Protection Agency (EPA) as applicable to associated work.
7. US Food and Drug Administration (FDA) as applicable to associated work.
8. Florida Department of Environmental Protection Agency (FDEP) as applicable to associated work.
9. Applicable NFPA Codes 25 & 24.

CITY OF ORMOND BEACH RESPONSIBILITY

1. Order services on an as needed basis.
2. Provide shapefiles or a file geodatabase of the utilities, as needed.
3. Designate a City of Ormond Beach contact, which shall have responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The City of Ormond Beach representative shall serve as liaison between the City of Ormond Beach Purchasing Department and the Vendor.
4. Have the authority to suspend the work for the following reasons:
 - (a) default of the Vendor;
 - (b) unfavorable weather conditions;
 - (c) mechanical failure of equipment being used in the execution, both of the work under the contract and the work being done by City of Ormond Beach staff forces adjunctive thereto;
 - (d) or any other conditions which, in the judgement of the City of Ormond Beach representative, makes it impractical to perform work as defined in this document.

VENDOR'S RESPONSIBILITY

Vendor shall:

1. Employ and assign a project manager who will oversee the described work and who has a minimum of five (5) years of continuous field and supervisory experience in all aspects of the described work. The project manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while Vendor's crew work within City of Ormond Beach distribution system.
2. Notify the assigned City of Ormond Beach contact each day, prior to beginning work within the City of Ormond Beach system. Vendor's personnel shall be qualified to complete requested work and display on their person a company identification badge that is clearly visible at the chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo.
3. Utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Vendor to maintain all equipment so as to avoid any leaking fuel, oil and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Vendor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All service vehicles shall be maintained in a presentable manner and have Vendor's name and logo adequately displayed.
4. Prior to the start of any work, Create a service or job order ticket that shall have, at minimum, the following information:
 - (a) Company name and contact information
 - (b) Company job or work order number
 - (c) City of Ormond Beach contact name and phone number
 - (d) Date/time of beginning and ending of work
 - (e) Document Hydrant number and location
 - (f) Work location and description of work to be performed
 - (g) Detailed description of solution and/or work completed.
5. Be adequately staffed and equipped to respond to all aspects of the requested work within twenty-four (24) hours after notification.
6. Perform work during normal working hours, Monday through Friday, 7:00 a.m. to 3:00 p.m. If additional time is needed, a request shall be made and approved by City of Ormond Beach contact before the occurrence.
7. Visually search for the fire hydrant, utilizing the maps provided and with the aid of metal detectors. Any asset that cannot be found after fifteen (15) minutes shall be recorded as "cannot locate." Any obstructions such as trees, vegetation, physical obstruction or large objects preventing access to the assets, shall be recorded as "obstructed" and reported to City of Ormond Beach to be located.
8. Return all replaced items (hydrants/valves) to City of Ormond Beach after completion of replacement projects, to be disposed of or recycled, as City of Ormond Beach deems necessary.

TECHNICAL SPECIFICATIONS

A. Hydrant Maintenance/Testing

Fire hydrant testing and maintenance shall be in accordance with the AWWA M17 Manual for Installation, Field Testing, and Maintenance of Fire Hydrants, to include the following procedures:

1. Locate and access each fire hydrant.
2. Locate, access and exercise fire hydrant isolation valve.
3. Check fire hydrant nozzle height for correct ground clearance.
4. Identify make, model, nozzle size and year of hydrant manufacture.
5. Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive, FDA approved lubricant.
6. Open hydrant with nozzle caps in place to check for seal leakage.
7. Verify hydrant main (bottom) valve completely closes.
8. Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, report this on spreadsheet or database and continue to flow hydrant. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
9. Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
10. Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required and lubricate the threads. Check the ease of operation of each cap.
11. Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
12. Record static pressure.
13. Re-attach hydrant nozzle caps.
14. Scrape, wire brush or sand blast and paint hydrant appropriate NFPA color (See Appendix-A). Paint the barrel Safety Yellow (Rustoleum) or approved ANSI equal. Coating shall be spray applied to a minimum of 4 ml dry coat thickness. Note-over spray precautions shall be taken.
15. Hydrant ID tag, they will be replaced by the City of Ormond Beach. If tag is missing contact GIS at 386-676-3312.
16. Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective markers shall be Stimsonite model-911-A. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the centerline of the roadway lane closest to the hydrant.
17. Obtain and record GPS site coordinates of hydrant.
18. Document any operational deficiencies and/or miscellaneous findings.
19. Notification of all malfunctioning and/or out of service (OOS) hydrants or valves shall be immediately reported to City of Ormond Beach contact and the on-duty Battalion Chief. The Battalion to be contacted at 386-676-3270. OOS hydrants to be marked with a black bag covering the units.
20. Document all pertinent data into an electronic spreadsheet or database to include, but not limited to, the following:

- a. Hydrant address location
 - b. Hydrant ID tag number
 - c. Hydrant GPS site coordinates
 - d. Date of flush service
 - e. Hydrant brand
 - f. Hydrant model number
 - g. Hydrant year
 - h. Hydrant size
 - i. Hydrant flow rate obtained using 20 PSI and Standard Flow Rate.
 - j. Hydrant pressure after 15 minutes of flushing
 - k. Total gallons flushed during service
 - l. Degree of operating difficulty
 - m. Deficiencies and/or repairs (required to immediately report to City of Ormond Beach Utilities Department, 386-676-3305)
21. All data shall be formatted to match existing City of Ormond Beach data system and/or forms. Data shall be delivered to City of Ormond Beach in an electronic format compatible with City of Ormond Beach data system.
22. Nozzle caps to be painted in the same manner as the barrel. See Appendix-A for fire flow color code by NFPA.

B. Hydrant Repair

1. Upper Barrel Replacement (upper barrel and bonnet assemblies shall be considered in this contract as upper barrel assembly):
 - a. Vendor shall replace entire hydrant upper barrel component. When upper barrel repair is completed, warranty shall cover complete upper barrel assemble.
 - b. Vendor shall replace damaged nozzles (hose or pumper).
 - c. Vendor shall re-caulk nozzles as necessary.
 - d. Vendor shall replace flange, hose nozzle and/or pumper nozzle and gaskets where necessary.
 - e. Vendor shall replace any missing or deteriorated nuts/bolts with stainless.
 - f. Vendor shall rotate position of nozzle as required or per the City of Ormond Beach's request.
 - g. Vendor shall replace broken traffic flanges and couplings where necessary.
2. Lower Barrel Replacement:
 - a. Includes all upper barrel repair items.
 - b. Vendor shall replace any/all necessary internal components.
 - c. Vendor shall replace broken traffic flanges, flange gaskets and couplings where necessary.
 - d. Vendor shall straighten hydrant if necessary.
 - e. When lower barrel repair/replacement is completed, warranty shall be on the lower barrel and upper barrel assemblies.

- f. Middle nozzle to be no lower than 18" above grade and no higher than 36".
 - g. Middle nozzle to be facing roadway. Reposition as required.
- 3. Bonnet Repair:
 - a. Vendor shall replace hold down nuts.
 - b. Vendor shall replace operating nuts.
 - c. Vendor shall replace oil reservoir.
 - d. Vendor shall replace "O" ring pressure seals.
 - e. Vendor shall replace anti-friction washers.
 - f. Vendor shall replace damaged bonnet nuts and bolts as required.
 - g. Vendor shall lubricate all disassembled bonnet components.

C. Valve Maintenance/Testing

Valve maintenance shall include the following procedures:

- 1. Locate and access each valve.
- 2. Operate valve from open to close and back to open position for tow *2 (complete cycles).
- 3. Paint valve box blue.
- 4. Mark curb with a "X" marking.
- 5. Obtain and record GPS coordinates of valve (if applicable).
- 6. Raise valve box to grade (if applicable).
- 7. Align valve box to vertical position (if applicable).
- 8. Clean debris and standing water from valve box (if applicable).
- 9. Testing in accordance with AWWA M17 Manual.

Document all pertinent data including:

- 1. Location (If one is not found, document).
- 2. Type
- 3. Size of valve
- 4. Direction of rotation to open position
- 5. Number of turns to full open position
- 6. Degree of operation difficulty
- 7. Deficiencies (immediately reported to City of Ormond Beach contact)
- 8. Valve position (e.g. open, closed, unknown)(immediately report closed valves to City of Ormond Beach contact)

All data shall be formatted to match existing City of Ormond Beach data system and/or forms. Data shall be delivered to the City of Ormond Beach in an electronic format compatible with City of Ormond Beach system.

D. Hydrant and/or Valve Replacement and Installation

Hydrant and valve replacement and/or new installation work described in the price schedule shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- 1. Pre-work job site evaluation.
- 2. Obtaining all utility and/or Right of Way (ROW) locates.

3. Notification of affected customers (with the exception of partial water systems shut down)
4. Job site safety and MOT.
5. Site excavation (typical <48" bury to bottom of pipe).
6. Furnish and install all necessary materials to successfully complete the job
7. Furnish and competently operate all necessary equipment to successfully complete the job.
8. Furnish and manage all necessary competent labor to successfully complete the job.
9. Excavation, backfill and compaction.
10. Removal of all remaining spoil, materials and waste.

Any work that would require the shutdown of a water main must be coordinated with the city.

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements

The Vendor shall be responsible for obtaining all Utility Locates through and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Vendor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Vendor shall promptly notify the City of Ormond Beach of any conflicts with existing utilities that occurs as a result of said work. The Vendor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Volusia County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management

The Vendor shall set up, manage and restore each job site in a responsible manner that includes, but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Vendor leave the job site unattended. The Vendor must request and gain approval from City of Ormond Beach for any specific job site-work that may extend past one workday. If approval is granted, all excavated areas must be backfilled and enclosed with safely mesh and proper MOT activated at end of each workday. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by City of Ormond Beach in advance of the work. The Vendor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the Vendor shall backfill and

compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from the job site. It shall be the ultimate responsibility of the Vendor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the Vendor (reference Restoration and Contractor Pass Through section of this document).

Warranty

In order to insure fire hydrant and isolation valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the Vendor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

Payment

1. After each service activity period, the Vendor shall notify the City of Ormond Beach Fire Department at 364 S. Atlantic Ave., 32176 within (24) hours that the service cycle is complete for the Fire Department to inspect the work to ensure full compliance with all specifications.
2. If defects, errors or omissions in the Vendor's work is found by the City of Ormond Beach, the Vendor may be required to return and make corrections at no additional cost to the City of Ormond Beach.
3. Vendor shall complete a service invoice, providing a detailed description of the service. The invoice shall be for the unit cost, regardless of the service provided.
4. The City of Ormond Beach shall pay the vendor per unit price from attached schedule. The City shall make payment only after the vendor has submitted a correct invoice to the City of Ormond Beach Fire Department and the Department has inspected and accepted the work. The City may also withhold payment until the Vendor has repaired any damages caused by the Vendor.

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

- 1.** Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
- 2. (a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
- i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

- 10.** The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

- 1. Hold Harmless and Indemnity**

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

- 2. Payment on Behalf of City**

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

- 3. Loss Control/Safety**

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

- 4. Service Bond**

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period

of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under

the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased

on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be

canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Fire Hydrant Maintenance and Repair (As Needed)
(RFP No. 2025-27)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Fire Hydrant Maintenance and Repair (As Needed)
(RFP No. 2025-27)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[] The undersigned firm has had no litigation on any project in the last five (5) years.

[] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**City of Ormond Beach
Request for Proposals (RFP)
Fire Hydrant Maintenance and Repair (As Needed)
(RFP No. 2025-27)**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Company Name

Authorized Signature

Print Name

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20____, by _____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of _____: (seal)
Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

Pricing will be evaluated price per unit on an as-needed basis. The City of Ormond Beach is not bound by estimated quantities.				
Item	Description	Unit	Unit Price per unit	Technical Specification
1	Hydrant Maintenance (Tasks 1-22)	EA (1st year estimate 2,500)		A
2	Hydrant Maintenance (Tasks 1-13, 15-22)	EA		A
3	Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop	EA		D
4	Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA		D
5	Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA		D
6	Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA		D
7	Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA		D
8	Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA		D

9	Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA		D
10	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 6" wet tap.	EA		D
11	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 8" wet tap.	EA		D
12	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 10" wet tap.	EA		D
13	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 12" wet tap.	EA		D
14	Hydrant upper barrel repair	EA		B
15	Hydrant lower barrel repair	EA		B
16	Bonnet repair	EA		B
17	Valve testing/maintenance	EA		C

Quantities:

The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to order any services under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs. All work must be approved by the City in writing prior to commencement. Contractor will not be compensated for any work performed that was not pre-approved in writing.



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 8.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	RFP - Agent of Record Property and Casualty Insurance		
Summary:	On September 18, 2024, insurance coverage for the City's property and casualty lines was awarded to various insurance carriers through Foundation Risk Partners, who is currently serving as the City's agent of record. As those lines of coverage are due to expire on September 30, 2025, the City is required to either rebid the insurance directly or secure an agent of record agreement to provide for the marketing, evaluating, and securing of selected lines of coverage for the immediate and future renewals. The City's long-standing practice is to request proposals for agent of record service agreements, which are periodically reviewed and rebid to ensure the procurement of high-quality services at fair and competitive rates. Developing an agent of record relationship offers a number of benefits to the City, such as providing consistent access to risk management resources and subject-matter experts, increased effectiveness of administrative support, stronger negotiation leverage with carriers, and less disruption to claims management processes. As such, the City has prepared the attached RFP for Agent of Record Property and Casualty Insurance. If approved by the City Commission, the RFP will be advertised and released on May 25, 2025. Proposals will be received until June 24, 2025, at 2 p.m. Evaluation and a recommendation to the City Commission will be made prior to the renewal date of October 1, 2025.		
Financial Impact:	Funding for the City's insurance program is derived from the General Fund, Stormwater Fund, Airport Fund, Water/Wastewater Fund and Solid Waste Fund.		

Citizen Impact:	Procuring and maintaining high-quality and cost-effective insurance coverage and broker services supports the financially sound and efficient management of the City of Ormond Beach.	
Recommended Action (Staff, Advisory Board and/or Other):	This agenda item serves as public notice of staff's intent to issue the Request for Proposals.	
Staff Contact:	Claire Whitley, Assistant City Manager, (386) 676-3202	
Attachments:	1. RFP 2025-46 Agent of Record Property Casualty Insurance 2. 2024-2025 Policy Summary	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	5/13/2025 5/14/2025 5/15/2025



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Agent of Record Property & Casualty Insurance

RFP NUMBER: 2025- 46

RFP OPENING DATE & TIME: June 24, 2025 at 2:00 PM

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-PROPOSAL MEETING DATE & TIME: None

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Submittal", please state reason (s _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct

type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach, located in Volusia County, Florida, is comprised of approximately 33 square miles, with a population of 43,000 and 349 full-time employees. The city is seeking the professional services of an Agent of Record for Property & Casualty Insurance. The Agent of Record will assist in the negotiation of rates and resolution of all related issues on behalf of the City.

II. SCOPE OF SERVICES

The City is seeking proposals from established, qualified Property & Casualty insurance brokers who are properly licensed and have been in the business for not less than five (5) years. The broker selected will serve as the City's Agent of Record and will be responsible for conducting all services relative to the marketing, acquisition and maintenance of Property & Casualty insurance on behalf of the City of Ormond Beach. The Agent of Record may receive a reasonable commission from the Property & Casualty insurance carrier(s) and/or charge an administrative fee directly to the City. The Agent should be able to acquire liability coverage which provides for the City's choice of counsel. Examples of the work expected to be performed by the selected agent includes but are not limited to:

1. Contact Property & Casualty insurance providers on behalf of the City to resolve issues that may arise throughout the year as needed. The City of Ormond Beach currently purchases Excess Workers' Compensation, Property, Public Officials Liability, Employment Practices Liability, Commercial General Liability, Licensees & Permittees, Drone, Cyber, Volunteer Accident, Petroleum, Flood, Professional Liability for Specified Medical Professions (Emergency Medical Technicians – EMT), Commercial Crime, and Accidental Death and Disability for Public Safety coverage. The City may consider Auto Liability coverage, or other applicable coverage.
2. Negotiate renewal rates on an annual basis for the most comprehensive coverage at the most cost-effective premium with input from City staff and provide such rates no later than July of each year – unless other arrangements are agreed-to between the broker or brokers and the City.
3. Assist the Risk Manager and/or City staff in conducting annual physical inventories for real and personal property, establishing current replacement values.
4. Prepare and maintain list of current properties owned by the City. Update list to reflect new construction, acquisition or deletion of property and provide same to the City, at a minimum on an annual basis.
5. Assist the Risk Manager in preparing documents and exhibits for presentation to the City's Insurance Program Committee and/or City Commission for approval/annual renewal of Property & Casualty insurance. All documents/proposals to be considered by the City Commission for approval must be received in final form to meet deadlines established by the Risk Manager for inclusion in the City Commission agenda packet.
6. Attend City Commission meetings and other meetings as requested by City staff at no cost to the City.
7. Assist City staff with review and suggested improvement to the City's minimum insurance requirements.
8. Be available to meet with City staff concerning issues regarding the City's minimum insurance requirements and certificates of insurance.

9. Be willing to assist vendors or bidders on City contracts with insurance coverage that meets or exceeds the City's minimum insurance requirements.
10. Assist in the preparation of Requests for Proposals (in compliance Section 2-300 of the Ormond Beach Code of Ordinances) and analysis of same as needed at no charge to the City.
11. Respond to telephone calls from City staff on the same day or within twenty-four (24) hours and be available at night and on weekends as needed.
12. Be available to meet on-site as required by the City within 48 hours of request, unless other arrangements are agreed-to between the broker and the City.
13. Actively pursue improved coverage and/or rates on behalf of the City of Ormond Beach. Outline marketing techniques including timing, client meetings, meetings with underwriters and major carriers.
14. Perform risk management advisory services. Advice must be provided on emerging risk management trends, the state of the market and any new, innovative products.
15. Review and refine existing insurance model and prepare ongoing reports as requested.
16. Provide other related services as determined by the City at no cost to the City.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two (2) additional one-year periods thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

1. Have at least five years of experience under the same name providing similar property and casualty broker services to municipalities of similar size in the state of Florida.
2. Be licensed to transact insurance brokerage business in the state of Florida.
3. Demonstrate they have successfully provided similar broker services to at least three other municipalities of similar size in the state of Florida.

4. Services must have been provided in the past five years prior to the issuance of this RFP.
5. Demonstrated ability and success implementing various risk management strategies to reduce premium costs while providing adequate insurance levels.
6. The client executive assigned to the account must have a minimum of ten years of experience providing similar broker of record services to municipalities of similar size in the state of Florida and must be capable of speaking and making decisions on behalf of the firm. Additional support staff assigned to the city must have a minimum of five years of experience supporting municipalities in the administration of property and casualty insurance programs.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background and experience of firm:

1. Describe the firm's experience working with municipalities of similar size in the state of Florida. Provide a list of all public employee/government clients for the past three years. Provide contact information for at least three municipal clients.
2. Provide resumes for the firm owners, key management personnel, and dedicated account team including account executive, client representatives, and any other administrative support personnel interacting with the city.
3. Provide an organizational chart showing reporting structures for all key staff and dedicated team members.
4. Include three professional references for the individual designated to serve as the city's primary point of contact.

B. Fees:

Provide the firm's fee structure.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., June 24, 2025.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this

RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The evaluation committee will review proposals and select the Proposer that meets the best interests of the City and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications of Firm (30 points)
 Experience of Dedicated Team Members (40 points)
 References (20 points)
 Price (10 points)

Responsive proposals will be ranked in each of the criteria

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

- 2024-2025 Policy Summary

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:
 Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official at 386-676-3233 or btonline@ormondbeach.org You can apply online here: <https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home>

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 contractorlicensing@volusia.org
<https://connectlivepermits.org/citizenportal/app/landing>

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3233 or btonline@ormondbeach.org

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds

- 1.** Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
- 2. (a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
- i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

- 10.** The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period

of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under

the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased

on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

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

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be

canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Agent of Record Property & Casualty Insurance
(RFP No. RFP 2025-46)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Agent of Record Property & Casualty Insurance
(RFP No. RFP 2025-46)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[] The undersigned firm has had no litigation on any project in the last five (5) years.

[] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**City of Ormond Beach
Request for Proposals (RFP)
Agent of Record Property & Casualty Insurance
(RFP No. RFP 2025-46)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

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

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

Company Name

Authorized Signature

Print Name

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20____, by _____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:

(seal)

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

My commission expires: _____

This document must be completed and returned with your Submittal

Coverage	Description	Company	Policy #	Policy Period	Limits	Deductibles	Premium	Fees/ Surcharges
Property & Inland Marine	Blanket Building & Contents	Florida Municipal Insurance Trust	0773	10/01/24-25	Property TIV 160,282,415 Loss Limit \$35,000,000 Inland Marine TIV \$2,245,830	\$25,000 Per Occurrence for Property Loss 5% Per Building for Wind/Hail \$5,000 for Scheduled Inland Marine with Value \$25,001 or More \$500 for Blanket Unscheduled Inland Marine with Value \$25,000 or Less	\$ 1,092,137.00	
Equipment Breakdown	Boiler & Machinery	Florida Municipal Insurance Trust	0773	10/01/24-25	100,000,000	\$25,000	Included in Property	
Excess Flood	Excess Flood Over NFIP	Florida Municipal Insurance Trust	0773	10/01/24-25	\$5,000,000	Flood Zones A & V is excess of NFIP \$500,000 per Bldg All Other Flood Zones is \$25,000 or excess of existing NFIP	Included in Property	
Property Mitigation	Emergency Stabilization Services	Florida Municipal Insurance Trust	0773	10/01/24-25	\$500,000	\$0	Included in Property	
Buisness Income	Loss of income due to property damage	Florida Municipal Insurance Trust	0773	10/01/24-25	\$500,000	72 Hours	Included in Property	
Crime & Bond	Employee Dishonesty, Theft, Faithful Performance, Computer & Funds Transfer Fraud, Forgery & Alteration, Finance Director	Florida Municipal Insurance Trust	0773	10/01/24-25	\$500,000 each except \$1,000,000 Finance Director Bond	\$1,000 Employee Theft & Faithful Performance \$10,000 All Others \$0 Finance Director Bond	Included in Property	
General Liability		Florida Municipal Insurance Trust	0773	10/01/24-25	\$2,000,000 Occurrence/ Unlimited Aggregate	\$200,000 SIR	\$ 39,474.00	
Public Officials/EPLI Liability	Errors & Omissions, Employment Practices	Florida Municipal Insurance Trust	0773	10/01/24-25	\$2,000,000 Occurrence/ Unlimited Aggregate Retroactive Date: 10/01/2013	\$200,000 SIR	\$ 75,267.00	
Employee Benefits Liability		Florida Municipal Insurance Trust	0773	10/01/24-25	\$2,000,000	\$200,000 SIR	Included in Public Officials	
Law Enforcement Liability		Florida Municipal Insurance Trust	0773	10/01/24-25	\$2,000,000	\$200,000 SIR	\$ 31,207.00	
Auto Physical Damage		Florida Municipal Insurance Trust	0773	10/01/24-25	As Per Scheduled Value for Each Vehicle	\$25,000	\$ 16,764.00	
Hired Car Physical Damage		Florida Municipal Insurance Trust	0773	10/01/24-25	\$50,000 Per Private Passenger Rental / \$100,000 Aggregate	\$25,000	Included in Auto Phys Dmg	
Cyber Liability		Florida Municipal Insurance Trust	0773	10/01/24-25	\$2,000,000	\$35,000	\$ 10,000.00	
Excess Workers' Compensation		Florida Municipal Insurance Trust	0773	10/01/24-25	\$1,000,000/1,000,000/1,000,000	\$350,000 SIR	\$ 111,071.00	
Aviation	Drone Liability & Physical Damage	Global Aerospace, Inc. American Alternative, American Commerce, National Indemnity, Tokio Marine America Ins Company	9029990	10/01/24-25	\$1,000,000 Liability \$22,000 Physical Damage	\$2,200 Physical Damage	\$ 2,811.00	\$ 28.00
Active Shooter		Hiscox/Lloyd's of London	UTS256402424	10/01/24-25	\$1,000,000 Per Occurrence / \$1,000,000 Aggregate	\$10,000 No Waiting Period	\$ 11,159.00	\$ 35.00
EMT Errors & Omissions	Healthcare Professional Liability	Evanston Ins Co	MKL2PSM002226	10/01/24-25	\$1,000,000 Each Claim / \$3,000,000 Aggregate Retroactive Date: 05/01/1998	\$5,000	\$ 25,948.00	
EMT Errors & Omissions	Sexual Acts Liability	Evanston Ins Co	MKL2PSM002226	10/01/24-25	\$100,000 Each Claim / \$100,000 Aggregate Retroactive Date: 05/01/1998	\$5,000	Included in Above	
Accidental Death & Dismemberment	Police & Fire AD&D	Ace American Ins Co	ADDN16745169	10/01/24-26	\$75,000 Line of Duty \$75,000 Fresh Pursuit \$225,000 Unlawful & Intentional Death & Dismemberment	None	\$ 4,703.00	
Tenant Users Liability Insurance Program (TULIP)	Coverage for tenants of City venues for special events	Scottsdale Insurance Company	CPS8079654	10/01/24-25	\$1,000,000 Per Occurrence / \$2,000,000 Aggregate Medical Payments \$5,000	\$250 and is the responsibility of the licensee/renter	\$ 10,500.00	\$ 100.00
Accidental Death & Dismemberment	AD&D Volunteers	QBE Insurance Company	FLORMO	07/01/24-25	\$2,500 AD&D, Medical Expense Max Benefit any on Covered Accident \$50,000	\$100	\$ 368.00	
NFIP Flood	500 N Orchard St. #400	Wright Flood	091150104431	10/01/24-25	\$500,000 Building \$457,000 Contents	\$1,250 Building \$1,250 Contents	\$ 2,811.00	\$803.00
NFIP Flood	364 S Atlantic Ave	Wright Flood	091150752921	10/01/24-25	\$500,000 Building \$105,000 Contents	\$1,250 Building \$1,250 Contents	\$ 3,593.00	\$944.00
NFIP Flood	22 S Beach Street	Wright Flood	091151636629	10/01/24-25	\$500,000 Building \$473,000 Contents	\$1,250 Building \$1,250 Contents	\$ 5,354.00	\$1,261.00
NFIP Flood	25 Riverside Dr.	Wright Flood	091151637554	10/01/24-25	\$500,000 Building \$315,000 Contents	\$1,250 Building \$1,250 Contents	\$ 4,671.00	\$1,138.00
Pollution Liability	Fuel Storage Tank Policy	Crum & Forster Specialty Ins Co	STP-430819	04/29/25 - 10/01/25	\$1,000,00 Each Pollutant Release / \$2,000,000 Aggregate \$1,000,000 Defense Expense Aggregate	\$100,000 (Public Works, 500 N Orchard St) \$5,000 (All Other Loc)	\$ 3,699.00	\$500.00



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 8.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Economic Development - Reuse or Repurpose Riverbend property		
Department:	Economic Development		
Subject:	Letter to the FAA Regarding Airport Land Use Proposals		
Summary:	GAI Community Solutions Group provided conceptual designs for alternative uses of the former Riverbend Golf Course located on airport property. The concepts were summarized and presented to the City Commission during a workshop on May 14, 2024. There was general agreement that the concepts were appropriate and included a diverse mix of land uses to support the airport and provide recreational space for residents. On May, 2025, the current City Commission discussed the Riverbend property during its strategic goal setting workshop and confirmed its desire to utilize the land for purposes other than a golf course, consistent with the conceptual designs presented by GAI. The next step in the process is to obtain written approval to change the land use from aeronautical to non-aeronautical for the areas designed for non-aeronautical purposes. When Riverbend Management Company ceased operations and returned the land to the City, the non-aeronautical land-use it enjoyed reverted to aeronautical use. The Federal Aviation Administration (FAA) "Policy Regarding Processing Land Use Changes on Federally Acquired or Federally Conveyed Airport Land," provides the framework for the City to seek approval or consent from the FAA to adopt land use changes to the property. The City has prepared a letter to that effect and, per the guidelines, is submitting (1) Identification of the property and the documentation on how the land was acquired; (2) Current use of the property; (3) Current and future aeronautical demand for the airport property; and (4) Proposed use of the property per the GAI Final Report.		

	Should the FAA approve the City's request, it merely provides the City with the ability to explore the options identified by the City Commission. Any specific future land use proposals will be brought to the City Commission for discussion and approval.	
Financial Impact:	None	
Citizen Impact:	The conveyance of the letter to the FAA has no impact on the citizens of Ormond Beach. Eventually, the repurpose and reuse of the property will positively impact revenue generation for the airport and possibly provide public access to additional park space.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommend sending the letter to the FAA unless otherwise directed by the Commission.	
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266	
Attachments:	1. FAA-2022-0432 Policy Regarding Processing Land Use Changes on Federally Acquired or Federally Conveyed Airport Land 2. FAA Memo_Proposed Use of Riverbend_final draft	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	5/1/2025 5/14/2025 5/14/2025

FAA Order JO 7400.11H lists Class A, B, C, D, and E airspace areas, air traffic service routes, and reporting points.

The Rule

This amendment to 14 CFR part 71 modifies the Class E airspace extending upward from 700 feet above the surface to within a 6.6-mile (decreased from a 7-mile) radius of Mount Pleasant Municipal Airport, Mount Pleasant, MI; and updates the geographic coordinates of airport to coincide with the FAA's aeronautical database.

Regulatory Notices and Analyses

The FAA has determined that this regulation only involves an established body of technical regulations for which frequent and routine amendments are necessary to keep them operationally current. It, therefore: (1) is not a "significant regulatory action" under Executive Order 12866; (2) is not a "significant rule" under DOT Regulatory Policies and Procedures (44 FR 11034; February 26, 1979); and (3) does not warrant preparation of a regulatory evaluation as the anticipated impact is so minimal. Since this is a routine matter that only affects air traffic procedures and air navigation, it is certified that this rule, when promulgated, does not have a significant economic impact on a substantial number of small entities under the criteria of the Regulatory Flexibility Act.

Environmental Review

The FAA has determined that this action qualifies for categorical exclusion under the National Environmental Policy Act in accordance with FAA Order 1050.1F, "Environmental Impacts: Policies and Procedures," paragraph 5–6.5.a. This airspace action is not expected to cause any potentially significant environmental impacts, and no extraordinary circumstances exist that warrant preparation of an environmental assessment.

Lists of Subjects in 14 CFR Part 71

Airspace, Incorporation by reference, Navigation (air).

The Amendment

In consideration of the foregoing, the Federal Aviation Administration amends 14 CFR part 71 as follows:

PART 71—DESIGNATION OF CLASS A, B, C, D, AND E AIRSPACE AREAS; AIR TRAFFIC SERVICE ROUTES; AND REPORTING POINTS

■ 1. The authority citation for 14 CFR part 71 continues to read as follows:

Authority: 49 U.S.C. 106(f), 106(g); 40103, 40113, 40120; E.O. 10854, 24 FR 9565, 3 CFR, 1959–1963 Comp., p. 389.

§ 71.1 [Amended]

■ 2. The incorporation by reference in 14 CFR 71.1 of FAA Order JO 7400.11H, Airspace Designations and Reporting Points, dated August 11, 2023, and effective September 15, 2023, is amended as follows:

Paragraph 6005 Class E Airspace Areas Extending Upward From 700 Feet or More Above the Surface of the Earth.

* * * * *

AGL MI E5 Mount Pleasant, MI [Amended]

Mount Pleasant Municipal Airport, MI
(Lat 43°37'18" N, long 84°44'14" W)

That airspace extending upward from 700 feet above the surface within a 6.6-mile radius of Mount Pleasant Municipal Airport.

* * * * *

Issued in Fort Worth, Texas, on December 2, 2023.

Martin A. Skinner,

*Acting Manager, Operations Support Group,
ATO Central Service Center.*

[FR Doc. 2023–26862 Filed 12–7–23; 8:45 am]

BILLING CODE 4910–13–P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[Docket No. FAA–2022–0432]

14 CFR Chapter I

Policy Regarding Processing Land Use Changes on Federally Acquired or Federally Conveyed Airport Land

AGENCY: Federal Aviation Administration (FAA), DOT.

ACTION: Notice of final policy.

SUMMARY: This action finalizes the FAA's policy on the FAA's procedures for processing land use changes on federally acquired or federally conveyed airport land or in situations where a land use change impacts the safe and efficient operation of aircraft or safety of people and property on the ground related to aircraft operations. These changes were needed because of legislative changes made in the FAA Reauthorization Act of 2018. The policy is intended to simplify the procedures required to make a land use change and to protect airport land by limiting the use of releases to the actual sale or disposal of airport property.

DATES: This policy is effective January 8, 2024.

FOR FURTHER INFORMATION CONTACT:

Kevin C. Willis, Director, Airport Compliance and Management Analysis,

ACO–1, Federal Aviation Administration, 800 Independence Avenue SW, Washington, DC 20591, telephone (202) 267–3085; facsimile: (202) 267–4629.

ADDRESSES: You can get an electronic copy of this Policy and all other documents in this docket using the internet by:

(1) Searching the Federal eRulemaking portal (<https://www.regulations.gov>)

(2) Visiting FAA's Regulations and Policies web page at (<http://www.faa.gov/regulations/policies>); or

(3) Accessing the Government Publishing Office's web page at (<http://www.gpoaccess.gov/index.html>).

You can also get a copy by sending a request to the Federal Aviation Administration, Office of Airport Compliance and Management Analysis, 800 Independence Avenue SW, Washington, DC 20591, or by calling (202) 267–3085. Make sure to identify the docket number, notice number or amendment number of this proceeding.

SUPPLEMENTARY INFORMATION:

Authority for the Policy: This document is published under the authority described in Title 49 of the United States Code, Subtitle VII, part B, chapter 471, section 47122(a).

This policy should be used in conjunction with FAA Order 5190.6, *Airport Compliance Manual*, Chapter 22, Releases from Federal Obligations; and FAA Order 5100.38, *Airport Improvement Handbook*; and any related policy implemented in conjunction and complementary with Airports Planning and Programming (APP) guidance. Additionally, compliance specialists will consult with FAA environmental protection specialists to determine what, if any, environmental obligations under relevant statutes or regulations may apply to specific land use changes at specific airports.

Background

Congress authorized financial assistance for an airport development project to acquire land, including land for future airport development (See 49 U.S.C. 47104, 47107(c)(2)). Under the Airport Improvement Act, land is needed for an airport purpose "if the land may be needed for an aeronautical purpose (including runway protection zone) or serves as noise buffer land, and revenue from interim uses of the land contributes to the financial self-sufficiency of the airport." (See 49 U.S.C. 47107(c)(1)). Congress also authorized the conveyance of Federal non-surplus and surplus property for

developing, improving, operating or maintaining a public airport. (See 49 U.S.C. 47125, 47151).

Federally conveyed or federally acquired land must be used for airport purposes until the FAA approves or consents to a change in land use. (See 49 U.S.C. 47153(a), 47125(a), and 47107(c)(2)(B)). In addition, Congress requires the FAA to submit an annual report listing airports not in compliance with airport land use restrictions and identifying necessary corrective action. (49 U.S.C. 47131(a)(5)).¹

The FAA's decision to approve or consent to a non-aeronautical or mixed land use or to release Federal obligations depends on the obligating documents, the current and future aeronautical need for the property, and the requested land use. For example, residential use of airport property is incompatible with the needs of civil aviation. Incompatible land uses on the airport are prohibited by FAA policy and are contrary to Federal obligations. Limiting the use of aeronautical facilities to aeronautical purposes ensures that airport facilities are available to meet aviation demand at the airport. Aviation tenants and aircraft owners should not be displaced by non-aviation commercial uses that could be conducted off airport property.² The FAA must consider both the existing and future aviation demand.

Implications of FAA Reauthorization Act of 2018

Through the "FAA Reauthorization Act of 2018" (Pub. L. 115–254), Section 163, Congress changed the FAA's authority to regulate non-federally acquired or conveyed airport land. The FAA's authority over a proposed land use change may be limited when (1) it does not impact the safe and efficient operation of aircraft or the safety of people and property on the ground related to aircraft operations or (2) does not adversely affect the value of prior Federal investments to a significant extent. (See Pub. L. 115–254, section 163(b)(1)(A) and (d)(1)(B)). Section 163(a) limits the FAA's authority to directly or indirectly regulate an airport owner or operator's acquisition, use, lease, encumbrance, transfer, or disposal of land, any facility upon such land, or

any portion of such land or facility. However, Section 163(b) contains three exceptions and provides that the limitations of Section 163(a) do not apply to the following:

1. Any regulation ensuring the safe and efficient operation of aircraft or the safety of people and property on the ground related to aircraft operations;³
2. Any regulation imposed with respect to land or a facility acquired or modified using Federal funding;⁴
3. Any authority contained in a Surplus Property Act instrument of transfer,⁵ or section 40117 of title 49 United States Code (Passenger Facility Charge statute).⁶

When the FAA retains approval authority over a proposed land use change or sale, the FAA will follow this policy guidance and FAA Order 5190.6, *Airport Compliance Manual*. When the FAA does not have approval authority over a proposed land use change or sale, all of the airport sponsor's Federal statutory and grant assurance obligations remain in full force and effect, including over its remaining airport property. In addition, airport sponsors remain obligated under FAA's *Policies and Procedures Concerning the Use of Airport Revenue* (64 FR 7696, February 16, 1999) (Revenue Use Policy), and FAA's *Policy Regarding Rates and Charges* (78 FR 55330, September 10, 2013). Any land that is to be sold or leased must be at fair market value and the funds must be used in accordance with the FAA's *Revenue Use Policy*. (See 49 U.S.C. 47107(c)(2)(B)). The airport sponsor should retain sufficient authority over the disposed land to prevent uses that conflict with its Federal obligations and related requirements or create conditions resulting in violations of the Grant Assurances. To retain this authority, airport sponsors should consider using subordination clauses, reservations, covenants, or other restrictions in a deed, or other instrument, to protect the public's right to fly over the land, prohibit obstructions to air navigation or interference with the flight of aircraft, or

assure compatible land use. The deed or other instrument containing the restrictions should be recorded in local land records.

The FAA may verify compliance with these requirements through a financial compliance review, request and review of supporting documentation, enforcement of grant assurances, or other enforcement mechanisms. The airport sponsor also has the responsibility to comply with all Federal, state, and local environmental laws and regulations.

In September 2022, the FAA issued a Draft FAA Policy Regarding Processing Land Use Changes on Federally Acquired or Federally Conveyed Airport Land and requested comments. (87 FR 56601, September 15, 2022). The FAA received comments from 29 commenters representing airport sponsors, industry groups, and airport consultants.

Discussion of Public Comments

The following summary of comments reflects the major issues raised and does not restate each comment received. The FAA considered all comments received even if not specifically identified and responded to in this notice.

1. Comment: Commenters asked for clarification on the purpose and reason for the policy clarification.

Response: As the steward of federally acquired and federally conveyed land, FAA's role is to ensure that such land is available to serve aviation needs. New aviation entrants (air mobility, UAS, etc.) are changing the nature of aviation and their ability to use land previously deemed inaccessible due to its distance from the runway and taxiway environment is changing. To ensure land is available to serve these growing aviation needs, the FAA, as a general policy, will only release Federal obligations when land is to be sold or conveyed. This policy allows airport sponsors to seek approval for non-aeronautical land use in excess of 3–5 years without a release of obligations.

2. Comment: Commenters asked whether the policy applies to land acquired for noise compatibility.

Response: This policy does not apply to land acquired for noise compatibility purposes. FAA's *Noise Land Management and Requirements for Disposal of Noise Land or Development Land Funded with AIP* issued June 2014 (www.faa.gov/sites/faa.gov/files/airports/environmental/policy_guidance/Noise-Land-Management-Disposal-AIP-Funded-Noise-Development-Land.pdf) provides guidance on disposal and retention of noise land through the Noise Land Reuse Plan.

¹ Airport sponsors that have accepted federally conveyed or federally acquired airport land have agreed to comply with certain obligations and policies included in the Federal grant agreement or the Federal conveyance documents regarding the use of the land. Those obligations derive from multiple statutes, deed covenants and the grant assurances.

² See *Policy on the Non-Aeronautical Use of Airport Hangars*, 81 FR 38906–38907, (June 15, 2016).

³ See section 163(b)(1)(A).

⁴ See section 163(b)(2).

⁵ The FAA may retain approval authority over proposed changes in the use of lands granted to an airport sponsor from the United States, including under the *Surplus Property Act*, 49 U.S.C. 47125, section 16 of the *Federal Airport Act of 1946* Public Law 79–377, section 23 of the *Airport and Airway Development Act of 1970*, Public Law 91–258, section 516 of the *Airport and Airway Development Act of 1982*, and former military airports conveyed to local public entities under the congressionally authorized Base Realignment and Closure program because lands granted under these statutes constitute Federal investments in the airport.

⁶ See section 163(b)(3).

3. *Comment: Commenters are concerned that the duration of FAA's approval or consent to a land use change will be limited to the length of a lease and create additional workload.*

Response: The final policy clarifies that the duration of the FAA's approval or consent will be dependent on the circumstances at the airport. It may be permitted for the duration of the approved use so long as the land is not needed for aeronautical use. The duration is not limited to an individual lease term.

4. *Comment: Commenters asked whether FAA will now review and approve leases.*

Response: The policy does not change the FAA's approach to the review of an airport sponsor's leases. The FAA does not approve leases but will continue to review some leases, as needed, to ascertain compliance with an airport sponsor's Federal obligations.

5. *Comment: Commenters asked whether aeronautical or airport purpose land uses need FAA consent or approval?*

Response: Aeronautical and airport purpose land uses do not need FAA approval or consent for the use. However, airport sponsors are reminded that other approvals, such as airspace, may still be required.

6. *Comment: Commenters asked FAA to provide a timeframe for completing a land use change review.*

Response: FAA recommends that airport sponsors work closely with their Region/ADO to determine the timeframes for completing a land use change review. Each situation is unique and the timeframe is dependent upon the level of documentation submitted and airport-specific information.

7. *Comment: Commenters asked if there is an appeal process if a sponsor's request is denied.*

Response: Similar to an airport sponsor's request for a release, if the request is denied, the airport sponsor is encouraged to work with Region/ADO to find possible alternatives that will meet their needs, while protecting the aeronautical use of the airport. A Region/ADO's determination is not a final agency decision. The Region/ADO can coordinate with ACO-100 as needed.

8. *Comment: Commenters asked if the policy is retroactive and if existing uses will be grandfathered.*

Response: This policy is not retroactive. It will not apply to land that FAA has previously released for non-aeronautical use under a Letter of Release or a Deed of Release. However, existing interim/concurrent use approvals will be reviewed in

accordance with this policy when the existing approval expires.

9. *Comment: Commenters asked when under this policy must airport sponsors update their Exhibit A.*

Response: Under this policy, an airport sponsor's Exhibit A must be updated when the FAA issues a letter of consent or approval or when the property is released for sale or conveyance off the airport.

10. *Comment: Commenters asked if the designation of a non-aeronautical area on the Airport Layout Plan (ALP) mean the land use has been approved.*

Response: The designation of non-aeronautical areas on the ALP does not mean a particular land use has been approved. These areas can still be shown as proposed on the ALP but must be updated on the Exhibit A once the FAA has approved or consented to the use.

11. *Comment: Commenters asked whether NEPA applies to FAA's issuance of letters of consent or approval.*

Response: These comments are not within the scope of the policy and have been shared with the appropriate office for consideration. Airport sponsors should coordinate with their local FAA Region/ADO to determine their National Environmental Policy Act (NEPA) obligations.

12. *Comment: Commenters asked how this policy relates to the FAA's existing Section 163 guidance?*

Response: This policy does not change FAA's review and approval authority for ALPs or land use under Section 163. The policy only addresses how land use approvals are processed after FAA has determined we retain approval authority.

13. *Comment: Commenters noted that 49 U.S.C. 47107(c)(1)(A) includes "(ii) revenue from interim uses of the land [that] contributes to the financial self-sufficiency of the airport . . ." and should not be omitted from the definition of Airport Purpose.*

Response: In the final policy, the FAA has included 49 U.S.C. 47107(c)(1)(A)(i) and (ii) in the definition of airport purpose.

14. *Comment: Commenters asked for additional detail on how the FAA will assess the primary purpose of a requested land use change. Some commenters suggested square footage, customer base, nature of the structure, etc.*

Response: The FAA recognizes that there are numerous ways a requested land use change can be evaluated to determine its primary purpose. Airport sponsors should work closely with their

Region/ADO to complete the land use change review.

15. *Comment: Some Commenters requested a response to specific individual examples at their airport.*

Response: The FAA recognizes that land use decisions must be based on the specific use identified and the situation at the airport. The FAA has provided general guiding examples, but the determination is dependent on the specific facts of a situation and should be discussed with the local Region/ADO.

III. Final Policy

The FAA is adopting the following FAA policy and practice regarding processing land use changes on federally acquired or federally conveyed airport land:⁷ (1) in reviewing an airport sponsor's request for a land use change on federally acquired or federally conveyed airport land, the FAA will review the primary purpose of the requested land use, rather than examining each individual component of the request as aeronautical or nonaeronautical; (2) FAA written approval or consent is only required for a change in land use to non-aeronautical use, mixed use, or for interim uses of the land that contribute to the financial self-sufficiency of the airport; (3) the duration of the FAA's approval or consent will be dependent on the circumstances at the airport and may be permitted for the duration of the approved use;⁸ (4) The FAA will only release Federal obligations when the airport sponsor requests a release for the sale or conveyance of airport land that meets FAA release requirements, such a release must have ACO-100 concurrence;⁹ and (5) FAA letters of approval or consent will be documented on the Exhibit A.

Applicability

This policy applies to all requests for land use changes on federally acquired or federally conveyed land as well as when a land use change impacts the safe and efficient operation of aircraft or the safety of people and property on the ground related to aircraft operations.

⁷ This also applies in situations where a land use impacts the safe and efficient operation of aircraft or safety of people and property on the ground related to aircraft operations.

⁸ This process supersedes the existing interim and concurrent use process discussed in FAA Order 5190.6B, *Airport Compliance Manual*, 2009, that was limited to 3–5 years.

⁹ Airport sponsors should follow the existing release process in 14 CFR part 155, *Release of Airport Property from Surplus Property Disposal Restrictions* and FAA Order 5190.6, Chapter 22.

1. General

This policy and practice is intended to ensure that the Federal investment in federally obligated airports is protected by making the use of aeronautical land and facilities available for aeronautical purposes and to ensure that airport land and facilities are available to meet the current and future aeronautical demand of the airport. Aeronautical users should not be displaced by non-aviation commercial uses, especially those that could be conducted off airport property.

2. Explanation of Terms

Aeronautical Use—The FAA considers the aeronautical use of an airport to be any activity that involves, makes possible, is required for the safety of, or is otherwise directly related to, the operation of aircraft. Aeronautical use includes services provided by air carriers related directly and substantially to the movement of passengers, baggage, mail, and cargo at the airport. (*FAA's Policy Regarding Rates and Charges*, 78 FR 55331, September 10, 2013).

Over time, the definition of aeronautical use has remained relatively unchanged, except when changes were needed to reflect necessary access for sky diving and new entrants. Land on which an aeronautical activity takes place is by its nature aeronautical use (e.g., drop zone, apron, hangar).

The FAA confirms the use of a narrow definition of what constitutes an "aeronautical use" for land use purposes. Congress authorized financial assistance for an airport development project to acquire land, including land for future airport development (See 49 U.S.C. 47104, 47107(c)(2)(B)). Congress also authorized the conveyance of Federal non-surplus and surplus property for developing, improving, operating or maintaining a public airport. (See 49 U.S.C. 47125, 47151). The Congressional intent is furthered by a policy that requires aeronautical land to be used for aeronautical purposes unless the FAA discharges the airport sponsor of that obligation. Limiting the use of aeronautical land and facilities for aeronautical purposes ensures that airport land and facilities are available to meet the aeronautical demand of the airport, including future demand. Also, aeronautical users should not be displaced by non-aviation commercial uses, especially those that could be conducted off airport property.

Aeronautical use lands receive additional protection and benefits. They are afforded the protection of the grant assurances and aeronautical users may be charged favorable below market

aeronautical rates. Overall, a narrower definition of aeronautical use helps protect the Federal investment in aviation by ensuring that nonaeronautical uses cannot easily displace aeronautical uses and thereby diminish the safety, efficiency, and utility of the entire airport.

Examples of aeronautical use include:

1. Operational uses such as aerial approaches, nav aids, runways, taxiways, aprons, hangars, or other aircraft movement areas;
2. Future developmental uses to reserve property interests for foreseeable aeronautical development (e.g., a planned runway extension or a planned terminal building development); and
3. Essential services that directly support flight operations (e.g., aircraft maintenance, fueling, and servicing; mail, passenger, and cargo processing facilities; communications and air traffic control; crash rescue, firefighting, and airport maintenance).

Airport Purpose: Uses of land that are (1) directly related to the actual operation or the foreseeable aeronautical development of a public airport and (2) whose nonaeronautical components do not conflict with existing or foreseeable aeronautical needs/demands. These uses do not require FAA consent or approval of land use. These are situations where a primary aeronautical facility has some nonaeronautical components, including parking, that support that facility's core aeronautical function within its operation. These nonaeronautical components should be paying a fair market value lease rate. Examples of this include:

1. A terminal complex: All components of a terminal complex (including the building, terminal concessions, airline ticket and car rental counters, parking, and roads);
2. A fixed base operator (FBO) facility, including parking and classrooms;
3. Parking associated with the airport purpose (e.g., passenger and employee parking);
4. Airport service roads; and
5. Truck parking for air cargo processing facilities when it is directly related to moving inbound and outbound air cargo on and off the airport.

This does not include certain uses, such as aircraft manufacturing plants and warehouse distribution facilities, which are considered as mixed-use as defined below.

In addition, airport purpose includes land that may be needed in the future for an aeronautical purpose and revenue from an interim use of the land contributes to the financial self-sufficiency of the airport. Such interim

uses require FAA approval or consent as described below.

Non-Aeronautical Use: All other uses that are not considered aeronautical or airport purpose. These uses will require FAA consent or approval of the land use. Examples of non-aeronautical use include:

1. Car rental facility (stand-alone);
2. Hotel;
3. Warehouse and distribution center; and
4. Parking associated with non-aeronautical uses (e.g., customer and employee parking for hotel, warehouse and distribution center, car rental).

Non-aeronautical uses commonly occur at airports, but these uses do not have the priority or protection of the grant assurances. There is no Federal requirement that obligated airport sponsors accommodate non-aeronautical uses. This differentiation between aeronautical and non-aeronautical is intended to protect the Federal investment in aviation and ensure that non-aeronautical uses cannot easily displace aeronautical uses and thereby diminish the safety, efficiency, and utility of the airport.¹⁰

Mixed Uses—A mixed-use facility contains both aeronautical and non-aeronautical uses, but the non-aeronautical use could be located off airport property. These uses will need FAA consent or approval for the land use. The FAA will take into account whether the non-aeronautical component will impact existing uses or conflict with existing or foreseeable aeronautical needs/demand. Examples of mixed uses include:

1. Mail distribution centers that are connected to an air cargo operation;
2. Cargo operations where the primary purpose of the operation goes beyond air cargo processing facilities and expands into non-aeronautical elements, such as office building complexes, sorting facilities, long-term storage (warehousing), freight forwarders, and third-party logistics providers, certain access infrastructure, or certain truck parking/trailer facilities (stalls). Most of these are related to other transportation modes or aspects of the cargo business, not directly and substantially to its "aeronautical activity";
3. Aircraft manufacturing facility that includes final assembly, but also significant non-aeronautical uses such as engineering facilities, research and development facilities, parts

¹⁰FAA has provided guidance on the temporary non-aeronautical use of a hangar in FAA's Hangar Use Policy (*Policy on the Non-Aeronautical Use of Airport Hangars* (81 FR 38906), June 15, 2016). www.govinfo.gov/content/pkg/FR-2016-06-15/pdf/2016-14133.pdf).

manufacturing and storage, or office buildings; and

4. Parking associated with the mixed use (e.g., customer and employee parking for mail distribution, cargo operations, aircraft manufacturing).

Federally acquired land—This is land that was acquired with Federal funds including the Airport Improvement Program (AIP), Federal Aid to Airports Program (FAAP), Airport Development Aid Program (ADAP), and as part of an AP-4 agreement.¹¹ It also includes airport sponsor-acquired land that was used for the airport sponsor match for an AIP project or was swapped for AIP purchased land.

Federally conveyed land—This is land conveyed to the airport sponsor by the Federal government through a written deed of conveyance (sometimes called a patent or included in a lease termination, etc.) that contained specific restrictions or allowances for the use of the land. The FAA recognizes that some Federal conveyance documents specifically permit non-aeronautical use for revenue production or a specific identified use—in these instances, there is not a change in land use. Federally conveyed land includes land transferred under:

1. Surplus Property Act, codified in 49 U.S.C. 47151–47153, including former military airports conveyed to local public entities under 10 U.S.C. 2687 of the Defense Base Closure and Realignment Act (BRAC) program or any other Federal laws; and,

2. Section 16 of the Federal Airport Act of 1946, 119 Public Law 79–377, Section 23 of the Airport and Airway Development Act of 1970, Public Law 91–258, and Section 516 of the Airport and Airway Development Act of 1982, codified in 49 U.S.C. 47125. These are sometimes referred to as non-surplus property transfers.

Release of Federal obligations—The formal, written authorization discharging and relinquishing all or part of the FAA's right to enforce an airport's contractual or deeded obligations. The FAA's authority to release, waive, or amend an obligation is contained in 49 U.S.C. 47153(a) and 47107(h)(2).

Letter of consent or approval—The FAA's action on a proposed land use change will be documented in the form of a letter of consent or a letter of approval, depending upon the obligating deeds or documents and the land at issue. Surplus Property Act deeds require the FAA's written consent

for a non-aeronautical use, so a letter of consent is appropriate.

Alternatively, Grant Assurance 5, *Preserving Rights and Powers*, requires prior written approval of the Secretary for the sale or transfer of any property upon which Federal funds have been expended, which would require a letter of approval. In both cases, the letters serve the equivalent purpose of documenting the FAA's action on the airport sponsor's request. These letters also serve to approve interim uses for revenue production on property acquired for an airport purpose.

3. Process for Evaluating Land Use Changes

Uses of airport land will fall into one of four categories: (1) aeronautical use, (2) airport purpose, (3) non-aeronautical use, or (4) mixed-use.

The airport sponsor must obtain FAA approval or consent for all non-aeronautical and mixed uses of federally acquired or federally conveyed land.¹² FAA approval or consent is not needed for a proposed land use that meets the definition of aeronautical use or airport purpose. The following explains the process when an airport sponsor requests a change in land use on federally conveyed or federally acquired land:

A. What Airport Sponsors Must Submit

The airport sponsor's request needs to include the following:¹³

1. identification of the property and documentation on how the land was acquired (i.e., Federal conveyance documents, Federal grant agreements, Exhibit A);
2. current use of the property;
3. current and future aeronautical demand of the airport and the property (e.g., current Master Plan, forecasts, hangar waitlists); and,
4. proposed use of the property, including the anticipated length of the use.

B. FAA's Evaluation of the Request

Upon receipt of all documents, the FAA will promptly review the airport sponsor's request. The review involves a certain level of discretion by the FAA and the airport sponsor. The FAA may request additional information regarding the proposal. Major considerations in granting approval or consent include the:

1. Reasonableness and practicality of the airport sponsor's request,
 2. The effect of the request on needed aeronautical facilities,
 3. The net benefit to civil aviation, and
 4. Compatibility of the proposal with the needs of civil aviation.
- (Incompatible land uses on the airport, including residential use, are prohibited by FAA policy and are contrary to federal obligations.)

The distinctions may vary slightly depending on the circumstances of the situation, such as intermodal functionality, business model, project integrity, available airport land, project size and location, airport planning priorities, and funding requirements and restrictions. The land use must benefit the airport and its functions in support of aeronautical uses and must not adversely affect the value of the federal investment in the airport and its facilities. 49 U.S.C. 47107(a)(16)(B), 47125(a), and 47152(1).

The land use should be compatible with the airport's current or future aeronautical use or demand. FAA approval will not be granted if the FAA determines that an aeronautical demand for the land is likely to exist within the period of the requested land use. The duration of FAA's approval or consent will depend on the circumstances at the airport and may be permitted for the duration of the approved use. The approval or consent must state that the land will be returned to aeronautical use at the end of the approved period.

C. Documentation of FAA Decision

Upon completion of the review, the FAA will either issue a letter of approval or consent for the use or deny the request. Where possible, the FAA may issue the letter of approval or consent concurrently with a Section 163 determination letter.

The letter of approval or consent will document the FAA's determination of the land use on federally acquired or federally conveyed airport land. This letter will outline the conditions of the approval or consent and include a requirement that the land must be available for aeronautical use at the end of the approval or consent period. Generally, the approval or consent will remain in effect for the duration of the approved use. The letter of approval or letter of consent does not affect or negate the airport sponsor's Federal obligations.

The requirement for NEPA should be coordinated with the Regions/ADO Environmental Protection Specialist (EPS).

¹¹ In some instances, an AP-4 Agreement included a federal land purchase. The original agreement and funding should be reviewed to confirm the source of the funds.

¹² The airport sponsor must obtain FAA approval of interim land uses for revenue production on property acquired for an airport purpose (See 49 U.S.C. 47107(c)(1)).

¹³ An airport sponsor may reference documents already submitted as part of a review under Section 163 and will not need to resubmit unless there have been changes or information is missing.

After an airport sponsor receives an FAA letter of consent or approval, it will update the Exhibit A.

Issued in Washington, DC, on December 5, 2023.

Kevin C. Willis,

Director, Office of Airport Compliance and Management Analysis.

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BILLING CODE 4910-13-P

DEPARTMENT OF COMMERCE

Bureau of Industry and Security

15 CFR Parts 738, 740, 742, and 774

[Docket No. 230920-0229]

RIN 0694-AJ29

Allied Governments Favorable Treatment: Revisions to Certain Australia Group Controls; Revisions to Certain Crime Control and Detection Controls

AGENCY: Bureau of Industry and Security, Department of Commerce.

ACTION: Final rule.

SUMMARY: The Bureau of Industry and Security (BIS) is amending the Export Administration Regulations (EAR) by removing Proliferation of Chemical and Biological Weapons (CB) controls on specified pathogens and toxins that are destined for Australia Group (AG) member countries and by revising the Commerce Country Chart to remove Crime Control and Detection (CC) controls on certain items that are destined for Austria, Finland, Ireland, Liechtenstein, South Korea, Sweden, and Switzerland. These changes are being made as part of a broader effort announced today that will liberalize several categories of export licensing requirements and the availability of export license exceptions for key allied and partner countries, as well as for members of certain multilateral export control regimes.

DATES: This rule is effective December 8, 2023.

FOR FURTHER INFORMATION CONTACT: For questions on pathogens and toxins discussed in this rule, contact Dr. Tara Gonzalez, Chemical and Biological Controls Division, Office of Nonproliferation and Treaty Compliance, Bureau of Industry and Security, Telephone: (202) 482-3343, Email: Tara.Gonzalez@bis.doc.gov. For all other questions pertaining to this rule, contact Logan Norton, Regulatory Policy Division, Office of Exporter Services, Bureau of Industry and

Security, U.S. Department of Commerce, (202) 482-1762, Email: RPD2@bis.doc.gov.

SUPPLEMENTARY INFORMATION:

Background

Liberalizing Controls for Allies and Partners

Historically, the United States has relied on deep connections with its allies and partners to protect its vital national security and foreign policy interests. In particular, the United States acts in close cooperation with its allies and partners to bring together the international community to address military aggression, threats to sovereignty, and human rights abuses around the world. This is especially true in the context of export controls, in which multilateral and plurilateral controls are typically the most effective path toward accomplishing our national security and foreign policy objectives.

In remarks made at the U.S. State Department on February 4, 2021, regarding America's place in the world, President Biden noted that America's alliances are some of our greatest assets and that leading with diplomacy means standing shoulder to shoulder and working closely with our allies and key partners, thereby protecting the world against nefarious actors. At that time, President Biden highlighted the fact that the United States would be "more effective in dealing with Russia when we work in coalition and coordination with other like-minded partners." (<https://www.whitehouse.gov/briefing-room/speeches-remarks/2021/02/04/remarks-by-president-biden-on-americas-place-in-the-world/>). Consistent with this direction, a year later, following Russia's unjustifiable further invasion of Ukraine and Belarus's complicity in that invasion, the United States led the formation of and continues to lead alignment within the Global Export Controls Coalition (GECC), now comprising the United States and 38 other global economies. BIS's export controls on Russia and Belarus have been successful because they have been imposed and maintained in coordination with U.S. allies and partners. At the same time, in addition to the GECC, BIS has forged deeper ally and partner country relationships through a series of bilateral and multilateral export controls dialogues, including under the auspices of the U.S.-European Union Trade and Technology Council (TTC) and the U.S.-Japan Commercial and Industrial Partnership (JUCIP).

The changes made with this rule and two other ally and partner rules

published today are part of a broad effort to liberalize controls for allies and partner countries under the EAR (15 CFR parts 730-774). Together, these rules will ease several categories of export licensing requirements and increase the availability of export license exceptions for key allied and partner countries, as well as members of certain multilateral export control regimes.

Overview of Regulatory Changes

As described below, in recognition of key allies' and partners' support of our efforts against Russia, along with their leadership in the areas of chemical and biological weapons nonproliferation and the promotion of human rights, BIS is making two sets of amendments to the EAR. First, it is revising the Chemical and Biological Nonproliferation (CB) controls that apply to certain pathogens and toxins that are destined for members of the Australia Group (AG). Second, it is removing Crime Controls (CC) on seven key allied and partner countries, Austria, Finland, Ireland, Liechtenstein, South Korea, Sweden, and Switzerland. These amendments to the EAR eliminate certain controls on allied and partner countries, as well as on AG member countries, thereby facilitating exports and reexports involving these countries and allowing BIS to apply its resources toward reviewing and monitoring more sensitive exports and higher-risk transactions. These amendments are part of a larger effort announced by BIS today that includes several EAR amendments eliminating certain license requirements and broadening the availability of license exceptions for allied and partner countries, including member countries of international regimes.

Pathogens and Toxins

The AG is the multilateral export control regime responsible for controlling chemical and biological items to ensure that such items do not contribute to chemical and biological weapons proliferation. The AG currently has 43 members, including the United States. All items controlled under ECCNs 1C351, 1C353, 1C354, 1E001, and 1E351 on the Commerce Control List (CCL) (supp. no. 1 to part 774 of the EAR) are controlled multilaterally by the AG, except those items controlled under ECCN 1C351.b.

Prior to this rule, entries for pathogens and toxins controlled under ECCNs 1C351, 1C353, 1C354, and their related technologies controlled under ECCNs 1E001, and 1E351, listed CB Column 1 (CB:1) (see Commerce



Ormond Beach Municipal Airport

P.O. Box 277 Ormond Beach, FL 32175 Office: (386) 615-7019 Fax: (386) 676-3330

May 01, 2025

Ms. Chastity Clark, Program Manager
Federal Aviation Administration
Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

Re: Airport Land Use Proposals

Dear Ms. Clark:

This is a request for guidance from the FAA concerning potential uses of federally obligated airport property. The airport has approximately 171.8 acres of land that was formerly leased for non-aeronautical use of airport property as a golf course. The golf course lease was terminated in December of 2020 because the lessee filed for bankruptcy and was forced to close the golf course. Maps and legal descriptions of the former golf course leasehold areas at OMN are provided herein as **Appendix A**.

The City retained the services of GAI Consultants Inc. (GAI) to conduct a land use analysis to determine potential future uses of the former golf course leasehold area. The scope of services included creating a map identifying environmental and aeronautical constraints within each area of the property, devising concepts for potential uses for each area of the airport property while considering environmental and aeronautical constraints, conducting a limited land-use analysis comparing the concepts to the City's future land use and zoning district options, and conducting an economic analysis that addresses financial and budgetary considerations associated with the proposed land use concepts.

Pursuant to Docket No. FAA 2022 0432 'Policy Regarding Processing Land Use Changes on Federally Acquired or Federally Conveyed Airport Land', the City is seeking approval or consent to adopt land use changes to the property. We are submitting: (1) Identification of the property and documentation on how the land was acquired. (2) Current use of the property. (3) Current and future aeronautical demand for the airport and the property. (4) Proposed use of the property, including the anticipated length of the use.

The City hereby requests FAA review of the proposed land use concepts for the former golf course leasehold areas at the Ormond Beach Municipal Airport, as described herein. FAA approval or consent is requested for the proposals described below to help guarantee that future use of these areas follows all federal regulations and obligations that apply to this airport land.

Thank you for your efforts on behalf of OMN. Please contact me directly with any questions.

Sincerely,

Steven R. Lichliter
Airport Manager

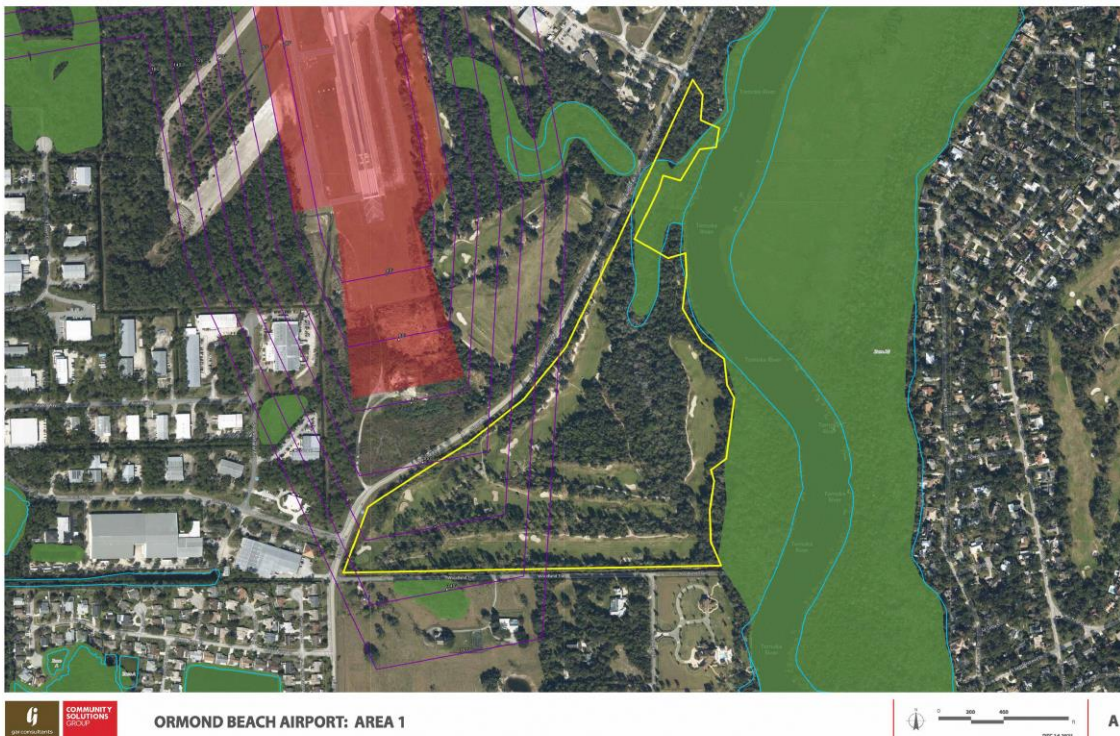
(1) Identification on how the land was acquired.

The City of Ormond Beach acquired what is now the Ormond Beach Municipal Airport (OMN) and surrounding property from the United States Government via a quit-claim deed dated June 2, 1959, and recorded on July 5, 1959, in Official Records Book 212, Page 604 in the Public Records of Volusia County, Florida. The deed and title records are provided herein as **Appendix B**. The City of Ormond Beach, as the airport sponsor, acknowledges that its primary obligation is to maintain and operate the airport as a public facility, for the benefit of the flying public and as a part of the National Airspace System. As a recipient of federal grant funds used to maintain the airport, the City also acknowledges that it is bound by certain grant assurances that limit the uses of airport land to those that will benefit and not interfere with the airport. The deed to the airport requires that all airport structures, improvements, facilities and equipment shall be maintained for the use and benefit of the public at all times in good and serviceable condition and to assure the efficient operation of the airport. The deed further requires that no airport property shall be used, leased, sold, salvaged, or disposed of by the City for other than airport purposes without the written consent of the FAA Administrator, which shall be granted only if the Administrator determines that no material or adverse effect on the development, improvement, operation or maintenance of the airport will result.

(2) Current use of the property

The former golf course leasehold is comprised of three land areas, each with individual geographic characteristics. The location and current use of each area is described here:

Land Area 1 is located south of Airport Road and north of the Tomoka River, east of Woodland Trail. This area is permanently segregated from the Airport Operations Area (AOA) by Airport Road. This area is not currently in use by the airport or the City.



Land Area 2 is located north of Airport Road and is adjacent to the AOA. This area is not currently in use by the airport or the City, although the former golf cart storage area has periodically been used by the City for incidental storage.



Land Area 3 is located between the Bear Creek mobile home development and the airport, north of Airport Road. This area is not currently in use by the airport or the city.



(3) Current and future aeronautical demand of the airport and the property

Land Area 1 has no direct access to the Airport Operations Area (AOA). The City is not currently in receipt of any interest in aeronautical development of this area. The greatest potential for aeronautical development may be within the realm of Advanced Air Mobility (AAM) and could involve development of a vertiport and supporting facilities, such as a passenger terminal and passenger parking areas. A portion of Land Area 1 rests beneath the approach and departure zones of Runway 17/35, which may limit future prospects for this area as an AAM site. Potential environmental constraints on development include a wetland area on a small portion of the land, which also has the potential to be a flood hazard.

Land Area 2 has direct access to the AOA and is immediately adjacent to Taxiway Foxtrot. The City has experienced a significant demand for land leases to provide additional aviation facilities and hangar space at the airport, which could be readily realized in this area. Potential uses include hangars of multiple sizes, fixed-base operator (FBO) facilities, aircraft apron and ramp areas, gated entry facilities and tenant parking lots. The City is in receipt of interest in aeronautical and non-aeronautical development of this area.

Land Area 3 has direct access to the AOA and is immediately adjacent to Taxiway Echo. Aeronautical development in this area is limited by the clear zone surrounding the VOR facility, which prevents the development of facilities in the vicinity of the taxiway. The City is not currently in receipt of any interest in aeronautical development of this area. Future aeronautical use could be AAM facilities within the portion of this area that is outside of the VOR clear zone and closest to Airport Road, and could involve development of a vertiport and supporting facilities. Environmental constraints include a wetland system and flood hazard area running east-west through the middle of the northern portion of Land Area 3.

(4) Proposed use of the property.

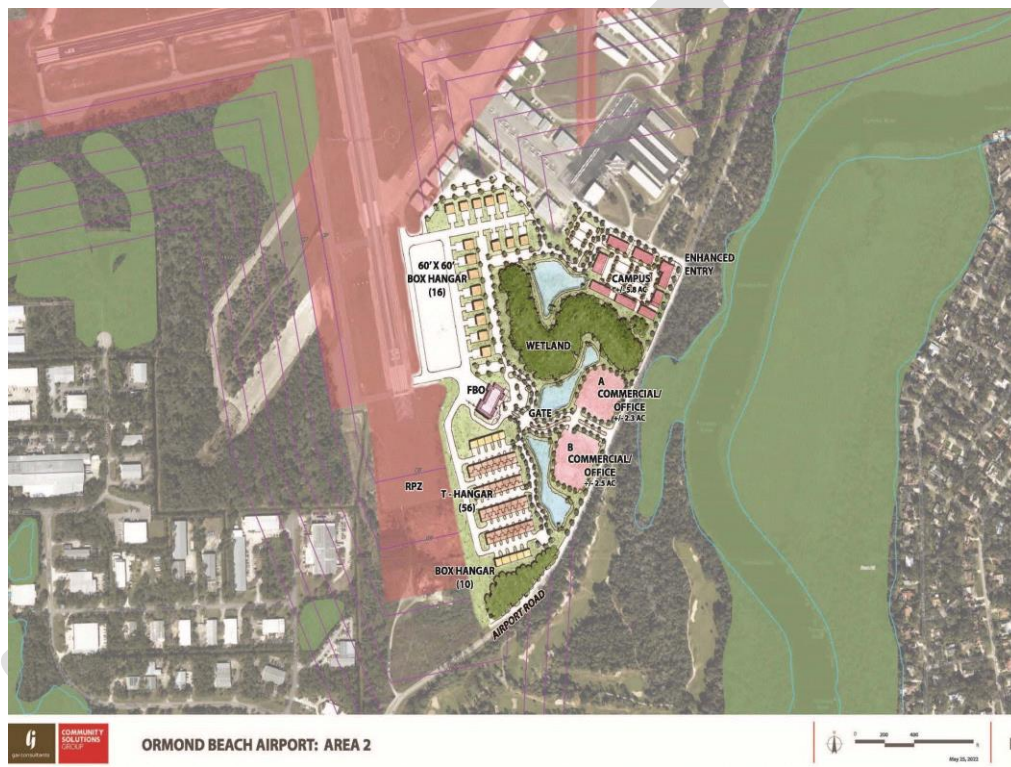
The former golf course leasehold is comprised of three land areas, each with individual geographic characteristics. The complete GAI study is provided in **Appendix C**. Described below is the proposed use of the property and the anticipated length of the use.:

Land Area 1 is approximately 67 acres: This land area is located south of Airport Road and north of the Tomoka River, east of Woodland Trail. The conceptual design for this area proposes a variety of passive recreational uses including running and biking trails, open spaces, nature restoration areas, and fishing/viewing dock. As a passive park there would be some vehicle parking, no buildings except for pavilions, walking paths and nature-based and educational programming. This area is permanently segregated from the airport operations area by Airport Road, which effectively eliminates any potential demand for aeronautical use of the property in this area.



Anticipated length of the use: Land Area 1 is proposed for ongoing stewardship by the City's Leisure Services Department. The City's Leisure Services Department currently uses certain airport property designated for non-aeronautical use in the form of the Ormond Beach Sports Complex. As established by Resolution of the City Commission, the rent paid to the airport for the City's use of airport property as the Ormond Beach Sports Complex and the proposed use of Land Area 1 shall be based upon a fair market value appraisal of the land. Annual adjustments to the rent are based upon the CPI and shall be re-examined for appraisal at the end of each five (5) year period. In no event shall the annual payment amount be less than that amount payable for the previous year. The Resolution includes language stipulating that all non-aeronautical uses of airport land are subject to recall if the land is needed for aeronautical or other airport purposes.

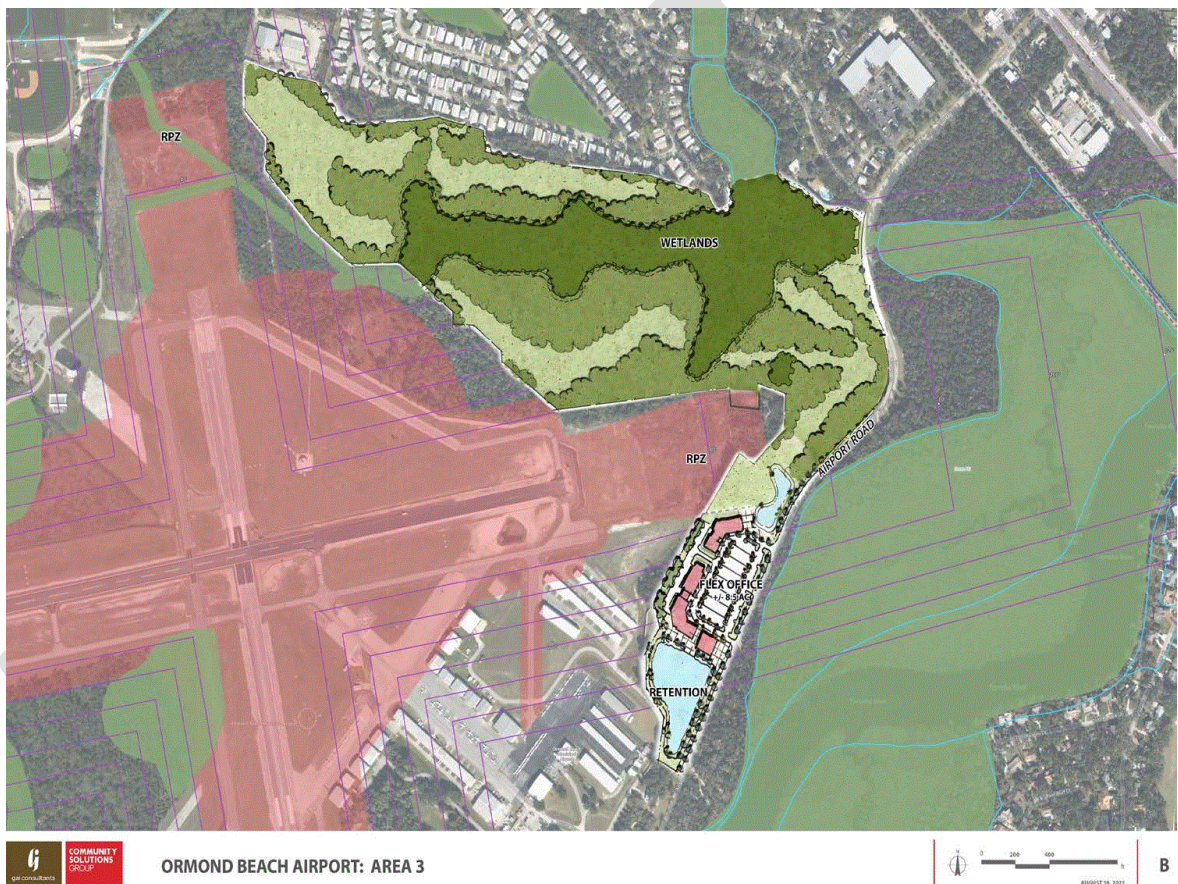
Land Area 2 is approximately 58 acres: This land area is located where the former golf course clubhouse facility and driving range was located, north of Airport Road. The conceptual design for this area features predominately airside activity. These uses include hangars of multiple sizes, fixed-base operator (FBO) facilities, gated entry and parking. It also features up to five acres of retail or office outparcels adjacent to Airport Road as well as a campus or flex-office user facilities on the former clubhouse site. Airside access from this site is available and there is significant demand for land leases to provide additional aviation facilities and hangar space at the airport. The conceptual design includes sites along Airport Road and in the location of the former club house, cart barn and maintenance facility to be utilized for non-aviation purposes, primarily commercial/office uses to accommodate small to medium sized businesses seeking office, flex or light industrial space in proximity to the airport but outside of the AOA.



Anticipated length of use: Lease terms in Land Area 2 will be guided by the proposed use, i.e., aeronautical versus non-aeronautical use. Terms for parcels leased for aeronautical or non-aeronautical uses will not exceed a period of years that is reasonably necessary to amortize a proposed tenant's investment. The City acknowledges that initial ground lease terms of thirty (30) to thirty-five (35) years are generally sufficient to retire a tenant's initial financing and provide a reasonable return for the tenant's development of major facilities. The City will not entertain airport ground lease agreements with initial and renewal terms that exceed fifty (50) years. If a tenant makes additional or new investments or improvements during the original lease term, a renewed lease or lease extension to allow the tenant to realize a reasonable return on that additional investment may be considered by the City. In accordance with Grant Assurance 22, lease rates and terms for aeronautical parcels in Land Area 2 will be structured subject to the same rates, charges and terms applicable to existing tenants that are making similar use of land and facilities at the airport. Lease rates for non-aeronautical uses will be based upon an appraisal of the fair market

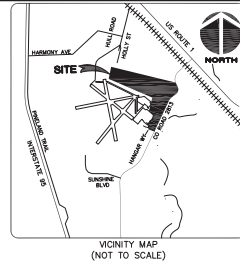
value of the land. Annual adjustments to the rent will be based upon the CPI and shall be re-examined for appraisal at the end of each five (5) year period. In no event shall the annual payment amount be less than that amount payable for the previous year.

Land Area 3 is approximately 94 acres: This land area is located between the Bear Creek mobile home development and the airport, north of Airport Road. The conceptual design for this area includes limited non-airside and non-aeronautical development, potentially including commercial or flex-office space along Airport Road, south of the RPZ. The northern portion of Area 3 has the potential for additional aviation uses in the long-term, but the site is mostly isolated from such access and use due to aeronautical and environmental constraints. In the short to mid-term, no development is proposed on the northern portion of Land Area 3.



Anticipated length of use: Proposed non-aeronautical development in the region of Land Area 3 that is adjacent to Airport Road and south of the RPZ will be addressed in the same manner as that proposed in Land Area 2. Initial ground lease terms of thirty (30) to thirty-five (35) years will be provided. Initial and renewal terms will not exceed a total of fifty (50) years. Lease rates for all non-aeronautical uses will be based upon an appraisal of the fair market value of the land. Annual adjustments to the rent will be based upon the CPI and shall be re-examined for appraisal at the end of each five (5) year period. In no event shall the annual payment amount be less than that amount payable for the previous year.

Appendix A

[illegible][illegible]

DATE	REVISION	BY

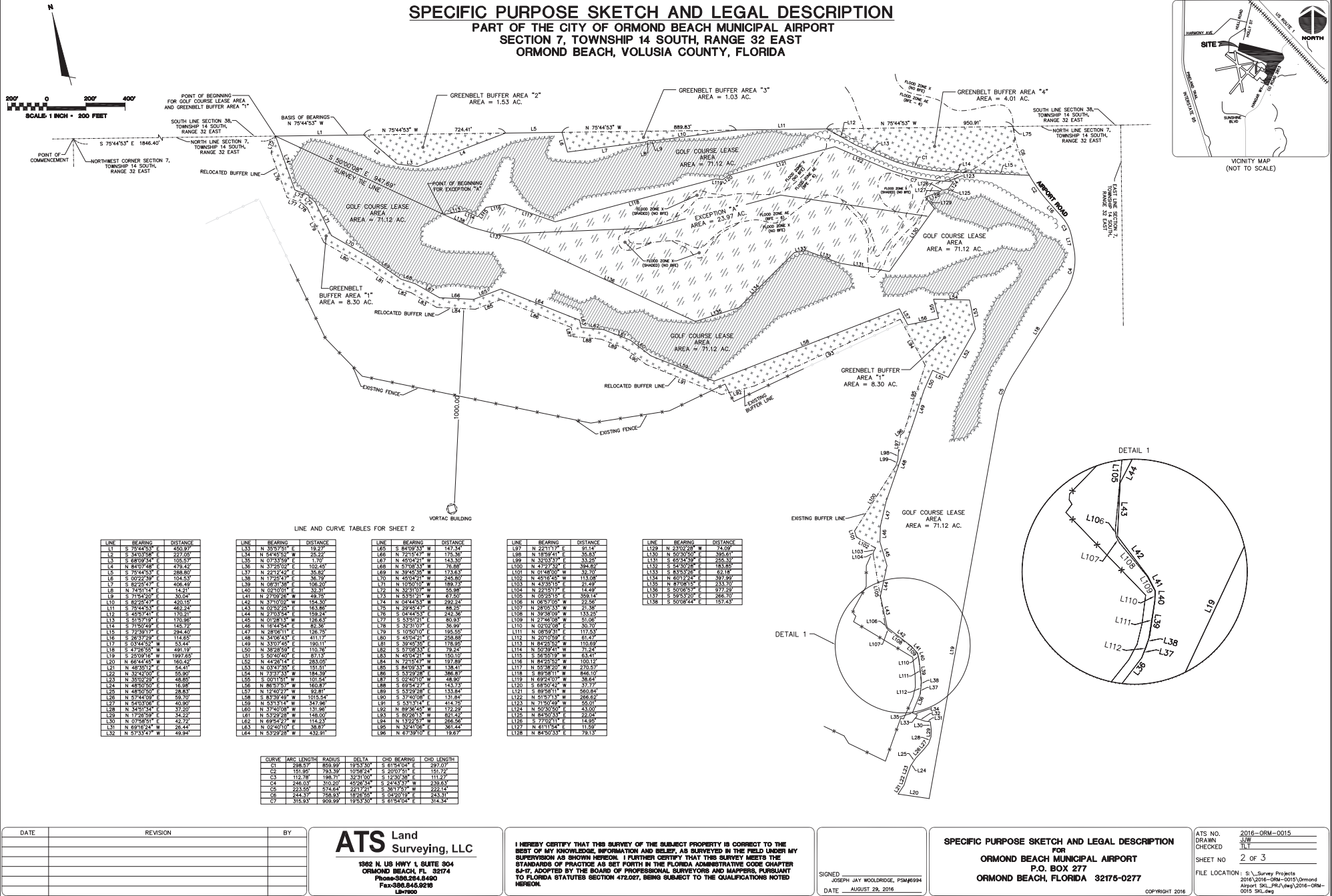
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FL 32174
Phone-386.284.8490
Fax-386.845.9216
LH7900

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION AS SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN THE FLORIDA ADMINISTRATIVE CODE CHAPTER 54-17, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, BEING SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

SPECIFIC PURPOSE SKETCH AND LEGAL DESCRIPTION
FOR
ORMOND BEACH MUNICIPAL AIRPORT
P.O. BOX 277
ORMOND BEACH, FLORIDA 32176-0277

ATS NO.	2016-ORM-0015
DRAWN	JJW
CHECKED	TLT
SHEET NO	1 of 3
FILE LOCATION :	S:_Survey Projects 2016\2016-ORM-0015\Ormond Airport SKL_PRJ\dwg\2016-ORM 0015 SKL.dwg

SPECIFIC PURPOSE SKETCH AND LEGAL DESCRIPTION **PART OF THE CITY OF ORMOND BEACH MUNICIPAL AIRPORT** **SECTION 7, TOWNSHIP 14 SOUTH, RANGE 32 EAST** **ORMOND BEACH, VOLUSIA COUNTY, FLORIDA**



ATS NO. 2016-ORM-0015
 DRAWN JWW
 CHECKED TLT
 SHEET NO 2 OF 3
 FILE LOCATION: S:\Survey Projects\2016\2016-ORM-0015\Ormond Airport SKL_PRL.dwg 2016-ORM-0015 SKL.dwg
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**PART OF THE CITY OF ORMOND BEACH MUNICIPAL AIRPORT
SECTION 7, TOWNSHIP 14 SOUTH, RANGE 32 EAST
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA**

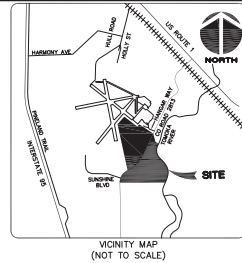
TOTAL GOLF COURSE LEASE AREA BEING 71.12 ACRES OF LAND, MORE OR LESS.

SAID GREENBELT BUFFER AREA "1" CONTAINS 8.30 ACRES OF LAND, MORE OR LESS.

SAID GREENBELT BUFFER AREA *4* CONTAINS 4.01 ACRES OF LAND, MORE OR LESS

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SPECIFIC PURPOSE SKETCH AND LEGAL DESCRIPTION PART OF THE CITY OF ORMOND BEACH MUNICIPAL AIRPORT SECTIONS 07, 18, 44, TOWNSHIP 14 SOUTH, RANGE 32 EAST ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



LINE TABLE FOR SHEET 2

LINE	BEARING	DISTANCE
11	N 20°03'02" E	335.61
12	N 20°03'02" E	335.61
13	N 20°03'02" E	335.61
14	N 20°03'02" E	335.61
15	N 20°03'02" E	335.61
16	S 25°26'24" E	138.63
17	S 02°22'15" E	133.57
18	S 02°11'20" E	99.30
19	S 02°15'25" E	84.09
20	S 26°42'42" W	28.89
21	S 76°24'44" W	80.13
22	S 37°09'39" W	229.38
23	N 80°09'39" W	109.25
24	S 17°32'15" W	148.91
25	S 26°22'41" W	263.80
26	S 3°25'41" E	76.78
27	N 68°13'32" E	124.83
28	N 09°07'41" E	118.48
29	S 04°44'58" W	178.08
30	S 12°07'14" W	127.75
31	S 28°51'44" W	214.82
32	S 17°02'49" W	86.29
33	S 05°18'39" W	48.89
34	S 33°01'10" E	83.68
35	S 17°11'13" E	62.29
36	S 01°54'43" E	99.30
37	S 2°43'08" E	83.88
38	S 11°22'58" W	229.62
39	S 02°09'39" W	158.85
40	S 35°52'44" W	118.88
41	S 02°22'04" E	147.56
42	S 02°47'02" E	176.38
43	S 28°48'46" E	170.01
44	S 89°00'28" W	234.29
45	N 2°35'23" E	222.41
46	N 11°27'59" W	1083.60
47	N 80°09'39" W	79.78
48	N 09°11'25" W	1150.35
49	N 48°13'32" E	40.02
50	N 17°17'39" E	40.03
51	N 63°50'33" E	406.96
52	S 50°08'42" E	75.84
53	S 77°20'34" E	75.84
54	N 64°27'24" E	103.03
55	N 38°44'50" E	131.73
56	S 02°26'00" W	103.13
57	S 59°12'53" E	23.16
58	S 43°11'31" E	28.95
59	S 17°18'13" E	47.83
60	S 83°47'59" E	24.51
61	N 66°24'47" E	38.76
62	S 66°28'01" W	188.43
63	S 22°15'29" W	440.91
64	S 65°52'59" W	188.43
65	S 37°19'59" W	245.52
66	S 63°50'33" E	138.77
67	S 25°15'25" E	85.13
68	S 52°11'20" E	85.77
69	S 89°00'28" W	244.81
70	S 25°15'25" E	247.87
71	S 23°05'13" W	101.92
72	N 11°01'55" W	1015.00
73	S 77°02'49" W	99.30
74	N 09°43'59" E	1109.42
75	N 76°21'10" E	318.48
76	S 50°08'42" E	75.84
77	N 63°50'33" E	25.23
78	N 69°17'24" E	24.88
79	S 50°17'49" E	69.77
80	S 43°10'27" E	31.01
81	S 33°56'11" E	50.99
82	S 02°23'18" E	36.46
83	N 49°17'47" E	24.44
84	S 01°23'18" E	118.65
85	N 38°54'29" E	92.65
86	S 74°21'49" E	26.03
87	S 68°51'40" E	50.32
88	S 02°08'33" E	50.93
89	S 49°23'08" E	49.69
90	S 43°10'27" E	31.01
91	S 65°26'45" E	37.80
92	S 66°18'04" E	183.95
93	S 25°15'25" E	85.13
94	S 17°22'15" W	70.98
95	S 17°22'15" W	140.81
96	S 04°18'47" E	322.15
97	S 2°30'32" E	322.15
98	S 07°10'30" E	361.81
99	S 8°10'42" E	361.81
100	N 09°09'41" W	254.47
101	N 47°56'28" W	249.02
102	S 09°27'59" E	31.84
103	N 17°33'47" E	314.80
104	N 07°45'08" E	314.80
105	S 50°06'38" E	177.22
106	S 30°10'44" E	177.22
107	N 73°47'45" W	122.81
108	S 02°08'33" E	60.93
109	S 25°15'25" E	146.96
110	N 56°21'46" W	90.85
111	N 03°41'54" E	94.94
112	N 11°41'25" E	864.62
113	S 72°24'24" W	31.06
114	S 22°30'24" E	583.78
115	S 18°05'11" E	118.48
116	N 58°34'03" E	164.73
117	N 38°54'29" E	306.63
118	S 48°41'11" E	306.63
119	S 31°50'21" E	169.19

CURVE TABLE FOR SHEET 2

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	202.41	518.78	92°22'50"	N 49°32'50" E	199.03
C2	1023.39	1748.73	33°54'08"	N 43°32'24" E	1008.81
C3	79.57	68.07	66°30'25"	N 77°48'13" E	76.23
C4	868.70	1448.70	30°14'29"	N 40°27'18" W	868.68
C5	213.76	1248.73	24°48'28"	S 72°08'07" W	213.50
C6	184.53	1544.49	17°59'49"	S 73°09'59" W	184.44
C7	150.61	832.59	13°38'51"	S 15°09'43" W	150.55
C8	226.37	1166.60	8°50'08"	S 63°01'08" W	226.03
C9	1429.17	1429.17	90°00'00"	S 208°07'07" E	1429.17
C10	51.91	546.83	27°00'32"	S 181°37'57" E	51.43
C11	229.46	5816.69	12°51'31"	S 30°52'59" E	229.41
C12	267.60	2158.34	33°04'07"	S 30°46'53" E	267.42
C13	1172.33	1172.33	90°00'00"	S 176°52'14" E	1172.33
C14	207.60	531.51	231°24'46"	S 346°00'57" E	205.76
C15	1172.33	1172.33	90°00'00"	S 176°52'14" E	1172.33
C16	232.73	3116.67	30°01'32"	S 235°20'28" W	232.62
C17	225.25	2422	79°15'36"	N 78°55'50" E	225.04
C18	58.60	58.60	90°00'00"	S 80°00'00" E	58.60
C19	50.61	464.29	32°04'29"	S 73°43'18" E	47.87
C20	58.60	58.60	90°00'00"	S 80°00'00" E	58.60
C21	13.89	12.38	64°04'49"	N 72°14'55" E	13.19
C22	20.32	20.32	90°00'00"	N 80°10'21" E	27.26
C23	43.77	43.77	90°00'00"	N 62°00'00" E	62.87
C24	48.17	86.89	33°04'51"	S 139°05'25" E	47.55
C25	13.89	12.38	64°04'49"	N 72°14'55" E	13.19

**PART OF THE CITY OF ORMOND BEACH MUNICIPAL AIRPORT
SECTIONS 07, 18, 44, TOWNSHIP 14 SOUTH, RANGE 32 EAST
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA**

LEGAL DESCRIPTION FOR GOLF COURSE LEASE AREA "2":

COMMENCING AT A 4"x4" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF PINE TRAILS PHASE 1, CROWNOAK BEACH, FLORIDA; THENCE RUNNING ALONG A SURVEY LINE NORTH 62°41'27" EAST FOR A DISTANCE OF 100.31 FEET; THENCE NORTH 20°00'39" EAST FOR A DISTANCE OF 16.07 FEET; THENCE NORTH 203°05'05" EAST FOR A DISTANCE OF 375.61 FEET TO A NON-TANGENTIAL CURVE; THENCE WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 318.78 FEET, AN ARC LENGTH OF 202.41 FEET, A CENTRAL ANGLE OF 36°22'50" AND A CHORD BEARING NORTH 40°35'30" EAST FOR A DISTANCE OF 199.03 FEET; THENCE NORTH 58°30'59" EAST FOR A DISTANCE OF 575.72 FEET; THENCE ALONG A SURVEY LINE NORTH 11°52'48" EAST FOR A DISTANCE OF 140.69 FEET TO THE POINT OF BEGINNING.

[illegible]

SAVING AND ACCEPTING THE FOLLOWING DESCRIBED PARCEL AS SHOWN HEREON AND LABELED AS
EXCEPTION "B":

COMMENCING AT A 4'x4" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF PINE TRAILS PHASE 1, ORMOND BEACH, FLORIDA; THENCE RUNNING ALONG A SURVEY THE LINE NORTH 62°41'27" EAST FOR A DISTANCE OF 100.31 FEET, THENCE NORTH 20°03'39" EAST FOR A DISTANCE OF 16.07 FEET, THENCE NORTH 20°05'05" EAST FOR A DISTANCE OF 376.61 FEET TO A NON-TANGENTIAL CURVE; THENCE WITH A CURVE BEARING NORTH 11°05'00" EAST, A RADIUS OF 100.00 FEET, AN ARC OF 100.00 FEET, A CENTRAL ANGLE OF 36°22'50" AND A CHORD BEARING NORTH 40°33'50" EAST FOR A DISTANCE OF 199.03 FEET; THENCE NORTH 58°25'09" EAST FOR A DISTANCE OF 575.72 FEET, THENCE ALONG A SURVEY THE LINE NORTH 11°52'48" EAST FOR A DISTANCE OF 140.69 FEET, THENCE ALONG A SECOND SURVEY THE LINE NORTH 01°46'01" EAST FOR A DISTANCE OF 1269.39 FEET TO THE POINT OF BEGINNING.

THE LINE LEAVING SAID POINT OF BEGINNING AND RUNNING THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES, NORTH 56°21'46" WEST FOR A DISTANCE OF 90.85 FEET, THENCE NORTH 03°41'54" WEST FOR A DISTANCE OF 10.00 FEET, THENCE NORTH 88°00'00" WEST FOR A DISTANCE OF 10.00 FEET, THENCE NORTH 72°02'23" EAST FOR A DISTANCE OF 211.06 FEET, THENCE SOUTH 29°30'24" EAST FOR A DISTANCE OF 583.78 FEET, THENCE SOUTH 81°35'21" EAST FOR A DISTANCE OF 195.61 FEET, THENCE NORTH 58°04'03" EAST FOR A DISTANCE OF 164.75 FEET, THENCE NORTH 38°54'43" EAST FOR A DISTANCE OF 10.00 FEET, THENCE NORTH 00°00'00" EAST FOR A DISTANCE OF 10.00 FEET, THENCE NORTH 72°02'23" EAST FOR A DISTANCE OF 169.19 FEET, THENCE SOUTH 32°10'42" WEST FOR A DISTANCE OF 253.17 FEET, THENCE NORTH 73°44'42" WEST FOR A DISTANCE OF 122.61 FEET, THENCE SOUTH 58°35'31" WEST FOR A DISTANCE OF 10.00 FEET, THENCE SOUTH 00°00'00" WEST FOR A DISTANCE OF 148.96 FEET TO THE POINT OF BEGINNING.

TOTAL GOLF COURSE LEASE AREA "2" BEING 41.14 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION FOR GOLF COURSE LEASE AREA "3":

COMMENCING AT A 4"x4" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF PINE TRAILS PHASE 1, ORMOND BEACH, FLORIDA; THENCE RUNNING ALONG A SURVEY TIE LINE NORTH 62°41'27" EAST FOR A DISTANCE OF 100.31 FEET, THENCE NORTH 20°00'39" EAST FOR A DISTANCE OF 16.07 FEET TO THE POINT OF BEGINNING.

[illegible]

SAVING AND ACCEPTING THE FOLLOWING DESCRIBED PARCEL AS SHOWN HEREON AND LABELED AS EXCEPTION "C":

COMMENCING AT A 4"x4" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF PINE TRAILS PHASE 1, ORMOND BEACH, FLORIDA; THENCE RUNNING ALONG A SURVEY LINE NORTH 62°41'27" EAST FOR A DISTANCE OF 100.31 FEET, THENCE NORTH 20°00'39" EAST FOR A DISTANCE OF 16.07 FEET, THENCE NORTH 89°00'26" EAST FOR A DISTANCE OF 2090.24, THENCE ALONG A SURVEY LINE NORTH 00°59'34" WEST FOR A DISTANCE OF 654.08 FEET TO THE POINT OF BEGINNING;

THESE LEAVING SAID POINT OF BEGINNING AND RISING THE FOLLOWING TWELVE (12) COURSES AND DISTANCES, NORTH 87°16'25" WEST FOR A DISTANCE OF 251.03 FEET, THENCE NORTH 05°09'41" WEST FOR A DISTANCE OF 294.67 FEET, THENCE NORTH 47°56'06" WEST FOR A DISTANCE OF 249.05 FEET, THENCE NORTH 02°27'49" WEST FOR A DISTANCE OF 33.84 FEET, THENCE NORTH 17°53'47" EAST FOR A DISTANCE OF 314.40 FEET, THENCE NORTH 07°45'28" EAST FOR A DISTANCE OF 344.98 FEET, THENCE SOUTH 01°02'20" EAST FOR A DISTANCE OF 361.81 FEET, THENCE SOUTH 01°02'20" EAST FOR A DISTANCE OF 70.98 FEET, THENCE SOUTH 12°58'23" EAST FOR A DISTANCE OF 140.81 FEET, THENCE SOUTH 04°18'47" EAST FOR A DISTANCE OF 322.15 FEET, THENCE SOUTH 23°57'29" EAST FOR A DISTANCE OF 303.15 FEET, THENCE SOUTH 01°02'20" EAST FOR A DISTANCE OF 361.81 FEET TO THE POINT OF BEGINNING.

TOTAL GOLF COURSE LEASE AREA "3" BEING 59.48 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION FOR GREENBELT BUFFER AREA "6":

COMMENCING AT A 4'x4" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF PINE TRAILS PHASE 1, ORMOND BEACH, FLORIDA; THENCE RUNNING ALONG A SURVEY THE LINE NORTH 62°41'27" EAST FOR A DISTANCE OF 100.31 FEET, THENCE NORTH 20°02'50" EAST FOR A DISTANCE OF 16.07 FEET, THENCE NORTH 70°00'00" EAST FOR A DISTANCE OF 100.00 FEET TO A NON-EXISTING CURVE, THENCE WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 318.78 FEET, AN ARC LENGTH OF 162.41 FEET, A CENTRAL ANGLE OF 36°22'50" AND A CHORD BEARING NORTH 43°05'30" EAST FOR A DISTANCE OF 199.03 FEET, THENCE NORTH 58°03'58" EAST FOR A DISTANCE OF 575.72 FEET, THENCE ALONG A SURVEY THE LINE NORTH 11°52'48" EAST FOR A DISTANCE OF 140.68 FEET, THENCE NORTH 23°52'23" WEST FOR A DISTANCE OF 222.41 FEET TO THE POINT OF BEGINNING.

[illegible]

SAID GREENBELT BUFFER AREA "6" CONTAINS 3.01 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION FOR GREENBELT BUFFER AREA "7":

COMMENCING AT A 4'x4' CONCRETE MONUMENT AT THE NORTHEAST CORNER OF PINE TRAILS PHASE 1, OCEAN BEACH, FLORIDA; THENCE RUNNING ALONG A SURVEY THE LINE NORTH 62°12'27" EAST FOR A DISTANCE OF 100.31 FEET, THENCE NORTH 20°05'20" EAST FOR A DISTANCE OF 16.07 FEET, THENCE NORTH 57°03'27" EAST FOR A DISTANCE OF 376.61 FEET TO A NON-TANGENTIAL CURVE, THENCE WITH CURVE TO THE RIGHT, HAVING A RADIUS OF 318.78 FEET, AN ARC LENGTH OF 20.21 FEET, A CENTRAL ANGLE OF 36°22'50" AND A CHORD BEARING NORTH 45°03'30" EAST FOR A DISTANCE OF 199.03 FEET; THENCE NORTH 58°03'59" EAST FOR A DISTANCE OF 575.30 FEET TO A NON-TANGENTIAL CURVE, THENCE WITH THE CURVE TO THE LEFT, HAVING A RADIUS OF 1748.73 FEET, AN ARC LENGTH OF 1023.39 FEET, A CENTRAL ANGLE OF 171°07'47" AND A CHORD BEARING NORTH 12°03'07" EAST FOR A DISTANCE OF 1008.81 FEET, THENCE NORTH 25°15'30" EAST FOR A DISTANCE OF 906.91 FEET, THENCE RUNNING ALONG A SURVEY THE LINE NORTH 35°17'17" EAST FOR A DISTANCE OF 114.84 FEET TO THE POINT OF BEGINNING.

THENCE LEAVING SAID POINT OF BEGINNING AND RUNNING THE FOLLOWING FOUR (4) COURSES AND DISTANCES; NORTH 63°59'32" WEST FOR A DISTANCE OF 139.27 FEET, THENCE NORTH 32°19'05" EAST FOR A DISTANCE OF 245.52 FEET, THENCE SOUTH 65°56'56" EAST FOR A DISTANCE OF 109.11 FEET, THENCE SOUTH 25°15'31" WEST FOR A DISTANCE OF 247.87 FEET TO THE POINT OF BEGINNING.

SAID GREENBELT BUFFER AREA *7* CONTAINS 0.70 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION FOR GREENBELT BUFFER AREA "8":

COMMENCING AT A 4"x4" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF PINE TRAILS PHASE 1, ORMOND BEACH, FLORIDA; THENCE RUNNING ALONG A SURVEY TIE LINE NORTH 62°41'27" EAST FOR A DISTANCE OF 100.31 FEET TO THE POINT OF BEGINNING;

[illegible]

TOTAL GREENBELT BUFFER AREA "B" BEING 18.01 ACRES OF LAND, MORE OR LESS.

[illegible]

ATS Land
Surveying, LLC
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FL 32174
Phone-386.284.8490
Fax-386.645.9216
LH7900

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION AS SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN THE FLORIDA ADMINISTRATIVE CODE CHAPTER 6J-17, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, BEING SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

SIGNED _____
JOSEPH JAY WOOLDRIDGE, PSM#699
DATE SEPTEMBER 29, 2016

**SPECIFIC PURPOSE SKETCH AND LEGAL DESCRIPTION
FOR
ORMOND BEACH MUNICIPAL AIRPORT
P.O. BOX 277
ORMOND BEACH, FLORIDA 32175-0277**

ATS NO. 2016-ORM-0015
DRAWN AL
CHECKED JJW
SHEET NO 3 OF 3
FILE LOCATION: S:_Survey Projects
2016\2016-ORM-0015\Ormond
Airport SKL_PRA\dwg\2016-OR
0015 SKL 2.dwg

Appendix B

refer to:
OLF, N-Fla-74

WAR ASSETS ADMINISTRATION
OFFICE OF REAL PROPERTY DISPOSAL
P. O. BOX 4129
JACKSONVILLE 1, FLORIDA

April 29, 1947

Honorable F. J. Lewis
Mayor of the City of Ormond
Ormond, Florida

Dear Sir:

Enclosed please find an executed copy of our Notification of Acceptance of your application for the Tomoka Outlying Field, N-Fla-74, near Ormond Beach, Florida.

In accordance with the provisions of your application, Section 9, May 8, 1947, is the date your City will assume all problems relative to custody, fire protection and security of this installation.

Our legal papers concerning the instrument of conveyance will be drawn and forwarded to Washington for approval. When these instruments are executed, they will be transmitted for your signature and recording.

If additional information is desired, please advise.

Yours truly,

LYLE T. PRITCHARD
Deputy Regional Director

By: Carl G. Swanson
CARL G. SWANSON
Chief, Airport Property

CGS:gh
Enclosure:
Notification of Acceptance

X

JACKSON FILE 4
NOTIFICATION OF ACCEPTANCE OF APPLICATION

April 28, 1947

✓ TO: Honorable F. J. Lewis
Mayor of City of Ormond
Ormond, Florida

This is to inform you that your application dated April 28, 1947,
for the airport property known as Tomoka Outlying Field
, WAA Disposal No. RJK-PD-11-32, has been
accepted today by the War Assets Administration.

In accordance with the provisions of Section Nine (9) of your
application, you may, after having notified this office in writing of
the date upon which you wish to enter into possession of the airport
property, make such entry, and use, operate and maintain the same in ac-
cordance with the provisions and conditions set forth in the application.

In the near future we shall inform you of the action, if any, re-
quired on your part in order to enable us to make delivery to you of ap-
propriate instruments of transfer.

Very truly yours,

WAR ASSETS ADMINISTRATION

By: Lyle T. Pritchard
LYLE T. PRITCHARD
Deputy Regional Director
Real Property Disposal

Jacksonville Regional Office
Office of Real Property Disposal
Corner of Florida Avenue and
Adams Street
P. O. Box 4129
Jacksonville, Florida

WAR ASSETS ADMINISTRATION

Application by State, Political Subdivision thereof,
or Municipality for Airport Property under Surplus
Property Act of 1944.

1. Application is hereby made to War Assets Administration by
(hereinafter referred to as Applicant) for the transfer to it, for the
consideration and upon the terms and conditions hereinafter set forth, of
the surplus airport property generally known as **Tomoka Outlying Field**
, located near **Daytona Beach, Volusia County,**
State of Florida, together with necessary operating equipment, all as more
particularly described on Schedule "A" attached hereto and made a part
thereof. Said property and equipment are hereinafter referred to as the
"airport".

Terms and Conditions

1. This Application and its acceptance by War Assets Administration,
hereinafter referred to as the Administration, shall constitute the entire
contract between the Applicant and the Administration, unless modified in
writing signed by both parties.

2. The failure of Applicant to inspect fully the airport property or
to be fully informed as to the condition thereof will not constitute grounds
for any non-compliance with the terms of this Application if accepted by
the Administration.

3. The airport property offered for disposal will be transferred "as
is" and "where is" without warranty or guaranty, express or implied, of
any kind or nature.

4. Transfer of property shall be accomplished by an instrument of
transfer in form satisfactory to the Administration (and approved by the
Attorney General) and without warranty, express or implied, and shall con-
tain covenants running with the land for the observance by the transferee
of the following reservations, restrictions and conditions; except that
the provisions of (A) (1) and (2) shall be included in the instrument of
transfer as conditions subsequent rather than covenants:

(A) Use by the Transferee. (1) That the above-described property,
hereinafter called the "airport", shall be used for public airport purposes,
and only for such purposes on reasonable terms and without unjust discrim-
ination and without grant or exercise of any exclusive right for use of
the airport within the meaning of Section 303 of the Civil Aeronautics Act
of 1938. As used herein, "public airport purposes" shall be deemed to ex-
clude use of the buildings and structures conveyed hereby, or any portion
thereof, for manufacturing or industrial purposes. However, until, in
the opinion of Civil Aeronautics Administration or its successor Government
Agency, it is needed for public airport purposes, any particular building
or structure may be utilized for non-manufacturing or non-industrial pur-
poses in such manner as the applicant deems advisable, provided that such
use does not interfere with operation of the remainder of the airport as a
public airport.

(2) That the entire landing area, and all improvements, facilities
and equipment of the airport shall be maintained at all times in good and
serviceable condition to assure its efficient operation, provided, however,
that such maintenance shall be required as to improvements, facilities and
equipment only during the remainder of their estimated life. In the event
materials are required to rehabilitate or repair certain of the aforemen-
tioned improvements, facilities, or equipment, they may be procured by
demolition of other improvements, facilities or equipment conveyed as a
result of this application and located on the above described premises,
which have outlived their use as airport property.

(3) That insofar as is within its power and reasonably possible, the transferee shall prevent any use of land either within or outside the boundaries of the airport, including the construction, erection, alteration, or growth, of any structure or other object thereon, which use would be a hazard to the landing, taking off, or maneuvering of aircraft at the airport, or otherwise limit its usefulness as an airport.

(4) That the building areas and non-aviation facilities shall be used, altered, modified, or improved only in a manner which does not interfere with the efficient operation of the landing area and of the airport facilities.

(B) Use by the Government. That itinerant aircraft of the United States of America, hereinafter referred to as the "Government", shall at all times have the right to use the airport in common with others; provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administration or its successor Government agency to be necessary to prevent interference with use by other authorized aircraft, so long as such limitation does not restrict Government use to less than twenty-five (25) per centum of capacity of the airport. Government use of the airport to this extent shall be without charge of any nature other than payment for damage caused by Government aircraft.

(2) That during the existence of any emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right without charge, except as indicated below, to the full, unrestricted possession, control and use of the landing area, building areas, and airport facilities, or any part thereof, including any additions or improvements thereto made subsequent to the declaration of the airport property as surplus; provided, however, that the Government shall be responsible during the period of such use for the entire cost of maintaining all such areas, facilities and improvements, or the portions used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid.

(C) That no exclusive right for the use of any landing area or air navigation facilities included in the above-described real estate shall be granted or exercised.

✓ (D) (1) That upon breach of any of the reservations or restrictions by the transferee or successive transferees, whether caused by the legal inability of said transferee or subsequent transferees to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred to the transferee, or any portion thereof, shall at the option of the Government revert to the Government upon demand made in writing by the Administration or its successor Government agency at least sixty (60) days prior to the date fixed for the reversion of such title, right of possession and other rights transferred; provided that, as to installations or structures which have been added to the premises without Federal aid, the Government shall have the option to acquire title to or use of the same at the then fair market value of the rights therein to be acquired by the Government.

✓ (2) That the above described airport may be successively transferred only with the approval of the Civil Aeronautics Administration or the successor Government agency and with the proviso that any such transferee assumes all the obligations imposed herein.

(3) If the construction of any of the foregoing reservations and restrictions as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, interest, right of possession and other rights transferred, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

(E) The transferee shall take title subject to such rights, if any, as third persons may have in the above-described premises at the date of

disposal of said premises by virtue of any grant from the Federal Government or others and shall assume all duties, obligations and liabilities of the Government or any agency thereof thereunder and hold the same harmless from all claims arising therefrom.

(F) Reservation in the United States of America of all fissionable materials, together with the right of ingress and egress to work, mine and remove such materials; provided, however, that no reservation of fissionable materials will be required if the Secretary of the Interior determines that the airport does not contain substantial deposits of fissionable materials, or that, in view of all the circumstances, there is no reasonable probability that such materials are present in quantities sufficient to justify their extraction.

(G) The reservation in the Government of the right, title, and interest in and to all property of whatsoever nature not specifically offered for disposal herein, together with right of removal thereof from the premises within a reasonable time.

(H) The condition that if permitted by law the provisions of subparagraphs (A), (B) and (C) above shall apply with equal force and effect to the airport in its present location, in instances where the airport itself is not included in the disposal.

(I) The condition that if the landing area, if any, adjacent to the property conveyed ever ceases to be used as a public airport, all title, right of possession, and other right to be transferred shall at the option of the Government revert to the Government upon demand made in the manner and time specified in paragraph (D) (1) hereof.

(J) The transferee shall make payment in cash to War Assets Administration of an amount of money equivalent to the pro rata amount as of the date of acceptance of the bid of the transferee, of all taxes, assessments and similar charges made against the property conveyed, in instances where the particular Government agency declaring the property is liable for the payment of such taxes, assessments or charges.

(K) The transferee must obtain for the benefits of the Government in form satisfactory to it, a waiver of any existing option granted to purchase the airport or any portion thereof.

(L) (Additional reservations, restrictions or conditions may be imposed in particular cases where recommended by the Armed Services or the Civil Aeronautics Administration. In such cases, such additional reservations, restrictions or conditions will be set forth in this application form so that applicant will have full information regarding them.)

5. The Government shall have a reasonable period of time (in any event not less than one year from the date of acceptance of the application) in which to remove from the premises to be transferred any Government-owned property located thereon not transferred to Applicant. During such period the Government, its agents, customers, transferees and successors in interest shall have a right of access to said premises for the purpose of disposing of, by sale or otherwise, and removing such property.

6. Notice by the Administration of acceptance or rejection of the application, if not personally made to a duly authorized representative of Applicant, shall be deemed to have been sufficiently given when mailed in a postpaid or franked envelope to the Applicant at the address indicated herein.

7. From the time the Administration gives notice of acceptance of the application the Applicant shall bear all risks and shall bear any and all losses sustained by reason of damage or injuries that may be suffered by the airport property, and notwithstanding such losses, damage or injuries, each and all of the provisions of the contract incorporating the provisions hereof shall remain unimpaired and in full force and effect.

8. Upon receipt of Notice of Acceptance of the application by the Administration, the successful applicant may, at its option, and upon notification to the Administration, immediately enter into possession of the airport property, and use, operate and maintain the same subject to, and in accordance with all of the terms and conditions hereinbefore set out and in addition, for the period prior to delivery of instrument or instruments of transfer conveying legal title, subject to and in accordance with the following provisions and conditions:

(a) The operation of the airport property shall be subject to such regulations as may be prescribed by the Civil Aeronautics Administration from time to time and the transferee shall comply with all pertinent laws, ordinances, rules, orders or other applicable regulations and shall hold the Government harmless from any liability or penalty which may be imposed by reason of any asserted violation thereof by the transferee.

(b) The transferee shall not make, permit or suffer any additions, improvements or alterations to the airport property which constitute any major structural change or changes without prior written consent of the Administration; and any such addition, improvements or alteration made with the consent of the Administration shall be solely at the expense of the transferee. Unless such consent provides specifically that title to the addition or improvement so made shall vest in the transferee, title thereto shall at all times remain in the Government and such additions or improvements shall be subject to all terms and conditions of this instrument. The transferee agrees to hold the Government harmless from mechanics' and material men's liens arising from any additions, improvements or alterations effected by the transferee.

(c) The Administration or its designated representatives shall have the right to inspect the airport at all reasonable times.

(d) Except as hereinbefore provided, any property in which the Government or its agencies has any rights of possession or ownership, which is lost, damaged or destroyed incident to the exercise of the rights herein granted shall be promptly repaired or replaced by the transferee to the satisfaction of the Administration, or in lieu of such repair or replacement the transferee shall, if so required by the Administration, pay to the Government money in an amount deemed sufficient by the Administration to compensate for the loss sustained by the Government by reason of the loss of, damage to, or destruction of such property.

(e) The transferee agrees to maintain, indemnify and save harmless the Government against and from any and all claims for damages which may arise from or in connection with the privileges herein granted, excepting claims for injuries or death to persons resulting from willful or negligent acts or omissions of the Government or any of its officers, employees, agents or agencies.

(f) The transferee shall assume responsibility for the payment of all taxes and assessments and public utility charges becoming due on the property from the date of its entering into possession of the airport property.

(g) That if the transferee violates or neglects to perform any of the terms or conditions of its contract of sale formed by the acceptance of its application, it will, if required by the Administration, vacate said premises, remove all property of the transferee therefrom and restore the land, improvements, facilities and equipment included herein to as good condition on such date of expiration or relinquishment as when received, ordinary wear and tear excepted. If the transferee shall fail or neglect to remove said property and so restore the land, improvements, facilities and equipment included herein, then, at the option of the Administration, said property shall either become the property of the Government without compensation therefor, or the Administration may cause the property to be removed and the land, improvements, facilities and equipment included herein to be so restored at the expense of the transferee and no claim for damages against the Government or its officers or agents shall be created by or made on account of such removal and restoration.

(h) If, upon removal of the transferee from the premises prior to its acceptance of delivery of the instrument or instruments of transfer conveying title to the airport, any property (other than usable supplies and maintenance materials) of the Government is unaccounted for, the transferee shall make replacement to the satisfaction of the Administration, or in lieu of such replacement, the transferee shall, if so required by the Administration, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government or any of its agencies.

9. The successful applicant agrees to perform all acts necessary or desirable to enable it to enter into possession of the property within ten (10) days after acceptance of its application by the Administration and agrees to enter into possession not later than that date, under the same provisions and conditions of possession as set out in Paragraph 8 above. Time shall be of the essence of the contract formed by such acceptance.

10. The successful applicant, upon request of the Administration, shall execute and deliver to the Administration such instruments, satisfactory to the Administration, as and when required by the Administration, to give evidence of or effect to the provisions of the contract formed by the acceptance of the bid.

11. The Administration may assign or transfer its right, title and interest in the contract formed by its acceptance of the bid to any other branch or agency of the Government, and upon such assignment or transfer, such branch or agency shall succeed to all the rights, powers, privileges, immunities, duties and obligations of the Administration hereunder, and the Administration shall cease to have any duties or obligations hereunder.

12. Neither this contract nor any interest therein shall be assigned or transferred by the applicant to any other party.

13. The failure of the Administration to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of the contract shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions, or its right to insist upon such future performance; and the applicant's duties and obligations with respect to such future performance shall continue in full force and effect.

14. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of the contract formed by the acceptance of this application or to any benefit that may arise therefrom, but this provision shall not be construed to extend to such contract, if made with a corporation for its general benefit.

J. R. DeLoatch, Jr.
(Name)

H. J. Lewis
(Name)

City Auditor and Clerk

Mayor
(Title)

Ormond Beach, Fla.
(Address of Applicant)

City of Ormond Beach, Fla.
(Address of Applicant)

ACCEPTANCE BY THE
WAR ASSETS ADMINISTRATION

Accepted by and on behalf of the United States of America this 28th
day of April, 1947.

WAR ASSETS ADMINISTRATION

By *Lyle T. Pritchard*
LYLE T. PRITCHARD
Deputy Regional Director
Real Property Disposal

SCHEDULE "A"

As the result of a field survey and recommendations made by the Civil Aeronautics Administration, the property hereinafter described has been classified as available for disposal as airport property under the Surplus Property Act of 1944, as amended. (The descriptions are believed to be correct, but any error or omission shall not constitute any ground or reason for any claim by Applicant against War Assets Administration or the Federal Government.)

A. Land. All that certain parcel of land located near the City of Ormond, County of Volusia, State of Florida, more particularly described as:

Starting at the SW corner of Section 38, T14S, R31E, thence in an Easterly direction along the south side of Section 38 for a distance of 409.75 feet to a point, being the Point of Beginning, thence N 1°-36'-10" W for a distance of 6222.01 feet, thence N 38° 21'-20" E for a distance of 1140.25 feet, thence S 14°-28'-20" E for a distance of 193.10 feet, thence S 75°-43'-30" E for a distance of 1500 feet, thence N 14°-28'-20" E for a distance of 990 feet, thence S 75°-43'-30" E for a distance of 100 feet, thence S 14°-28'-20" W for a distance of 990 feet, thence S 75°-43'-30" E for a distance of 4034.52 feet, thence S 1°-36'-10" W for a distance of approximately 2240 feet to the northerly shoreline of Tomoka River, thence meandering along the northerly shore of the Tomoka River to the point of intersection of the Northerly shore of the Tomoka River and the South side of Section 44, T14S, R32E, thence in a westerly direction along the south side of Section 44 and Section 38 to the point of beginning, being a point 409.75 feet along the south side of Section 38, from the SW corner of Section 38, T14S, R31E; containing 731.1 acres, more or less.

Together with access road easement covering 7.4 acres, more or less, situate, lying and being in Section 38, T 14 S, R 32 E., Volusia County, Florida.

B. Buildings and Improvements. Runways, taxiways, aprons, field marking and drainage system, telephone system, fencing and utility building.

C. Necessary Operating and Maintenance Equipment.

None

19399

QUITCLAIM DEED

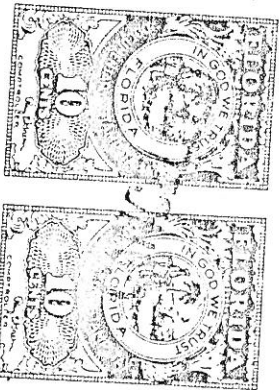
STATE OF GEORGIA)
COUNTY OF FULTON)

THIS INDENTURE, made this the 2nd day of June, 1959, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377), as amended, and the Surplus Property Act of 1944 (58 Stat. 765), as amended, and regulations and orders promulgated thereunder, party of the first part, and the CITY OF ORMOND BEACH, a municipal corporation created, organized and operating under and by virtue of the laws of the State of Florida, in the County of Volusia, in the State of Florida, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, has remised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim to the party of the second part, its successors and assigns, under and subject to the reservations, restrictions and conditions, and exceptions, all as hereinafter expressed and set out, all right, title, interest, claim and demand which the party of the first part has in and to that certain tract of land in Sections 12, 13, in the Grant to George Anderson (Section 37) and in the Grant to Ann Papy (Section 38), Township 14 South, Range 31 East, and in Sections 7, 8, 18 in the Grant to Ann Papy (Section 44) and in the Grant to George Anderson (Section 38), Township 14 South, Range 32 East, situate, lying and being in the County of Volusia, in the State of Florida, and more particularly described as follows, to-wit:

BEGINNING at a point where the southwesterly side of the right-of-way of the Florida East Coast Railway is intersected by the waters of Tomoka River, and run thence N 43° 02' 50" W along the southwesterly side of said railway right-of-way, a distance of 310 feet, more or less, to a point where the southwesterly side of said railway right-of-way is intersected by the southerly boundary of the Grant to George Anderson, Section 38, Township 14 South, Range 32 East; thence N 75° 43' 30" W along the southerly boundary of said Anderson Grant, 5574.52 feet more or less to a point 1600 feet southeasterly from the southwest corner of said Grant, (the southwest corner of Section 37, Township 14 South, Range 31 East); thence N 14° 28' 20" E along a line parallel to the west boundary of said Anderson Grant and distant 1600 feet easterly therefrom, 990 feet; thence N 75° 43' 30" W parallel to the southerly boundary of said Grant, 1500 feet to the west boundary of said Grant; thence S 14° 28' 20" W along the westerly boundary of said Anderson Grant, 796.90 feet more or less to a point where the west boundary of said Grant (Section 37, Township 14 South, Range 31 East) is intersected by the line dividing Sections 1 and 12 in said last mentioned Township; thence S 88° 21' 20" W along the line dividing said Section 1 and 12, 1140.25 feet more or less to the northwest corner of Government Lot 1 in said Section 12; thence S 1° 36' 10" E along the westerly boundary of said Government Lot 1, 2676.04 feet more or less to the southwest corner of said Government Lot 1; thence S 88° 39' 10" W along the northerly boundary of Government Lot 3 in said Section 12, 1318.61



feet, more or less to the northwest corner of said Government Lot 3; thence S 1° 38' E along the westerly boundary of said Government Lot 3, 2669.29 feet, more or less to a point in the southerly boundary of said Section 12; thence N 88° 04' 20" E along the southerly boundary of said Section 12, 902.43 feet more or less to a point in the west boundary of the Grant to Ann Papy (Section 38, Township 14 South, Range 31 East); thence S 1° 05' 40" E along the west boundary of said Ann Papy Grant, 876.68 feet more or less to the southwest corner of said Grant; thence N 89° 00' 20" E along the southerly boundary of said Papy Grant, 409.75 feet more or less, to a point where the southerly boundary of said Grant is intersected by the westerly boundary of Government Lot 1 in Section 13, Township 14 South, Range 31 East; thence S 1° 37' 40" E along the westerly boundary of said Government Lot 1, 1735.42 feet more or less to the southwest corner of said Government Lot; thence N 89° 00' 20" E along the southerly boundary of Government Lot 1 in said Section 13, Township 14 South, Range 31 East, 1320 feet; thence N 88° 52' 50" E along the southerly boundary of Government Lots 3, 2, and 1 in Section 18, Township 14 South, Range 32 East, 4032.28 feet more or less to the waters of Tomoka River; thence northerly and in a northeasterly direction down the waters of said river, 7800 feet, more or less, to the point of beginning; LESS AND EXCEPT THEREFROM, and reserving unto the party of the first part, the following three parcels of land which parcels are described as follows, to-wit:

Section 38 of the Ann Papy Grant, Township 14 South, Range 31 East, containing 67.2 acres, more or less, and

Lot 1, Section 13, Township 14 South, Range 31 East, containing 53.6 acres, more or less, and

Lot 3, Section 18, Township 14 South, Range 32 East, containing 54.0 acres, more or less.

ALSO, that certain permanent easement, for road purposes, in and over the following described land, to-wit:

A strip of land in the Grant to George Anderson, Section 38 Township 14 South, Range 32 East, Volusia County, Florida, said strip of land being described more particularly as follows: For point of reference commence at the Southwest corner of said Anderson Grant (Southwest Corner of Section 37, Township 14 South, Range 31 East) and run thence South 75° 43' 30" East along the Southerly boundary of said Anderson Grant, a distance of 1600 feet; run thence North 14° 28' 20" East and parallel to the Westerly boundary of said Anderson Grant, a distance of 990 feet for point of beginning. From the point of beginning thus described run North 75° 43' 30" West and parallel to the Southerly boundary of said Anderson Grant, a distance of 100 feet; run thence North 14° 28' 20" East, and parallel to the Westerly boundary of said Anderson Grant, a distance of 2635.59 feet to a point in the right-of-way of the Florida East Coast Railway near the Northeasterly side of said Right of Way; run thence North 49° 01' 20" East a distance of 573.35 feet to the southwesterly side of the right-of-way of Florida State Road #4 (U. S. Highway #1); run thence South 43° 01' 40" East along said right-of-way, a distance of 100.06 feet to a point; run thence South 49° 01' 20" West a distance of 545.83 feet to a point in the Northeasterly side of the right-of-way of the Florida East Coast Railway which lies North 14° 28' 20" East from the point of beginning; run thence

South 14° 28' 20" West a distance of 3594.15 feet to the point of beginning, containing 7.35 acres, more or less; subject, however, to the following:

- (1) All existing public utility easements;
- (2) The primary right of the Florida East Coast Railway Company, the trustees of its property, their successors and assigns, to use, for all usual, customary and incidental common carrier purposes, that portion of the hereinbefore described strip of land which lies within the right-of-way of the Florida East Coast Railway, the said Florida East Coast Railway right-of-way being a strip of land 145 feet wide, extending 60 feet northwesterly and 85 feet southwesterly from the center line of the main northbound track of said Railway when measured at right angles to the center line of said track.

SUBJECT, HOWEVER, to the following:

- (1) All existing easements and rights-of-way for roads, highways, railroads, pipelines and public utilities; and
- (2) A prohibition against the placing of any obstruction on any of the above described land which lies within 2000 feet in any direction from the Federal Aviation Agency V. O. R. Facility presently situate on the above described property. For the purpose of this prohibition, an obstruction is defined to be any structure over six feet in height or any metal fence or other metal object or structure which would adversely affect the operations of the said Federal Aviation Agency V. O. R. Facility; and
- (3) The reservation by the party of the first part, for so long as is required, of an easement for the maintenance and operation of the presently existing Federal Aviation Agency V. O. R. Facility, and ingress thereto and egress therefrom, in, on, over and across the following described property, to-wit:

A tract of land in Lots 3, 4 and 6 in the southwest quarter of Section 7, Township 14 South, Range 32 East, Volusia County, Florida; BEGINNING at the SW corner of Lot 3, in said Section 7, proceed North 680 feet more or less along the west line of said Lot 3 to the north side of a paved taxiway; thence along the north edge of said taxiway Southeasterly 460 feet more or less; thence South 720 feet more or less; thence West 400 feet more or less; thence North 280 feet more or less along the west side of lot 6 to the point of beginning; together with one hundred foot wide strip of land embracing an existing paved taxiway and extending along its centerline from near the NW corner of the above plot of land Northwestwardly 1100 feet more or less.

IT IS AGREED AND UNDERSTOOD by and between the parties hereto that the party of the second part will not be required to maintain the NE/SW and NW/SE runways situate on the above described property.

ALSO, EXCEPTING from this conveyance all right, title and interest in and to all its property in the nature of equipment, furnishings and other personal property located on the above described premises which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on the premises conveyed hereby which is reasonably necessary for the operation or maintenance of the airport or for the operation or maintenance of the structures and improvements specifically listed hereinabove as being transferred hereby, for any reasonable use for which such structures or improvements are readily adaptable; and further excepting from this conveyance all its structures on said premises other than structures specifically described or enumerated above as being conveyed hereunder; and reserving to the party of the first part for itself and its lessees, licensees, permittees, agents, and assigns the right to use the property and structures excepted hereby in such a manner as will not materially and adversely affect the development, improvements, operation or maintenance of the airport and the right of removal from said premises of such property and structures,

all within a reasonable period of time after the date hereof, which shall not be construed to mean any period more than one (1) year after the date of this instrument, together with a right of ingress to and egress from said premises for such purposes.

The property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or in equity, except the property excepted hereinabove and the rights reserved hereinabove, and under and subject to the reservations, restrictions and conditions set forth in this instrument, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agrees that the transfer of the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the UNITED STATES OF AMERICA, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders:

(1) That, except as provided in subparagraph (6) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the terms "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements and equipment.

(2) That, except as provided in subparagraph (6) of the next succeeding paragraph, the entire landing area, as defined in GSA Regulation 2-I-102.01 a. 11, dated December 1953, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, to assure its efficient operation, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Administrator of the Federal Aviation Agency or his successor. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above land which have outlived their use as airport property in the opinion of the Administrator of the Federal Aviation Agency or his successor.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenant to abide by and agree to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraph (1) to (7), inclusive, of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the UNITED STATES OF AMERICA, the Surplus Property Act of 1944, as amended, Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders:

(1) That insofar as it is within its powers, the party of the second part shall adequately clear and protect the aerial approaches to the

airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the UNITED STATES OF AMERICA (hereinafter sometimes referred to as the "Government") through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge: Provided, however, that such use may be limited as may be determined at any time by the Administrator of the Federal Aviation Agency or his successor to be necessary to prevent undue interference with use by other authorized aircraft: Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made of it.

(3) That during any national emergency declared by the President of the UNITED STATES OF AMERICA or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession: Provided, further, that the Government shall pay a fair rental for its use, control or possession, exclusively or nonexclusively, of any improvements to the airport made without United States aid; and never owned by the United States.

(4) That no exclusive right, as defined in subsection (g) (2) (C) of Section 13 of the Surplus Property Act of 1944, as amended, for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean

(1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;

(2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

(5) That, except as provided in subparagraph (6) of this paragraph, the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the proviso of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the party of the second part for other than airport purposes without the written consent of the Administrator of the Federal Aviation Agency, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport at which such property is located: Provided, that no structures disposed of hereunder shall be used as an industrial plant, factory, or similar facility within the meaning of Section 23 of the Surplus Property Act of 1944, as amended, unless the party of the second part shall pay to the United States such sums as the Administrator of the Federal Aviation Agency or his successor in function shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.

(7) The party of the second part does hereby release the Government, and will take whatever action may be required by the Administrator of the Federal Aviation Agency to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the party of the second part, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used: Provided, that no such release shall be construed as depriving the party of the second part of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

By acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions are not met, observed, or complied with by the party of the second part or any subsequent transferee, whether caused by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator of the Federal Aviation Agency or his successor in function, unless within sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the party of the second part, its transferees, successors and assigns.

(2) That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, interest, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through
Administrator of General Services

By Frank J. O'Gara
FRANK J. O'GARA
Regional Commissioner
General Services Administration
Region IV, Atlanta, Georgia

WITNESSES:

Montene H. Hudson
August L. Johnson Jr.

WITNESSES:

James Bookham
Blanche A. Sheehan

CITY OF ORMOND BEACH
A municipal corporation

By Leonard Riggs
Mayor

ATTEST: Donald F. Cuthbert
City Clerk

(SEAL)

STATE OF GEORGIA)
COUNTY OF FULTON)

This day, before the undersigned, personally appeared FRANK J. O'GARA, to me well known and known to be the person described in and who executed the foregoing instrument on behalf of the UNITED STATES OF AMERICA, and acknowledged that he, FRANK J. O'GARA, being thereunto duly authorized as Regional Commissioner, General Services Administration, Region IV, Atlanta, Georgia, executed the same for the uses and purposes therein expressed as the free act and deed of the UNITED STATES OF AMERICA, the General Services Administration, the Administrator of General Services and himself.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of office at Atlanta, Georgia, this the 2nd day of June, 1959.

Montene W. Hudson
MONTENE W. HUDSON, Notary Public
Georgia, State at Large
My Commission expires July 6, 1961

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

I, the undersigned Notary Public in and for the above County and State, hereby certify that on this day personally appeared before me, LEONARD RIZZO and GERALD F. ALTHOUSE, Mayor and Clerk, respectively, of the City of Ormond Beach, State of Florida, to me well known and known to be the persons described in and who executed the foregoing instrument, and acknowledged that they, in their respective capacities, executed the same for the purposes therein expressed as the free act and deed of the City of Ormond Beach, State of Florida, and that they caused to be affixed thereto the official seal of the City of Ormond Beach, State of Florida, and that the said instrument is the act and deed of the City of Ormond Beach, State of Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office in Ormond Beach, Florida, this the 25th day of June, 1959.

Irma Beckham
NOTARY PUBLIC
Notary Public, State of Florida at Large
My Commission expires May 11, 1962
My Commission expires

OFFICIAL FILED FOR RECORD
RECORDS RECORD VERIFIED
BOOK 212 PAGE 604

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George Bowen

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WHEREAS, under date of June 2, 1959, the United States of America, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377), as amended, and the Surplus Property Act of 1944 (58 Stat. 765), as amended, and regulations and orders promulgated thereunder, did convey by an instrument of transfer entitled "Quitclaim Deed", to the City of Ormond Beach, Florida, reference being made herein to said Quitclaim Deed the same as if fully set out herein, all of its right, title and interest in certain lands located and situated in Volusia County, Florida, constituting the airport formerly known as the Tomoka Outlying Field and now known as the Ormond Beach Municipal Airport, together with improvements thereon, subject to certain conditions, reservations and restrictions, said lands being described in the said Quitclaim Deed, and

WHEREAS, the said Quitclaim Deed contains a provision commonly known as the "national emergency use provision", under which the United States has the right to take exclusive or non-exclusive control and possession of all or any part of the said airport during a time of national emergency, on certain terms and conditions, and

WHEREAS, the City of Ormond Beach desires to use certain areas of the said airport, excess to the aeronautical needs, for industrial purposes under long term leasing arrangements which require that uninterrupted occupancy of the areas be assured, and

WHEREAS, the City of Ormond Beach is unable to furnish such assurance so long as the said "national emergency use provision" remains in effect with respect to the airport, and

WHEREAS, the City of Ormond Beach has, therefore, made application to the Administrator of the Federal Aviation Agency for the release of the said airport from the reservations and restrictions of the said "national emergency use provision", and

WHEREAS, the Administrator of the Federal Aviation Agency, under and pursuant to the powers and authority contained in Public Law 311, 81st Congress (63 Stat. 700) is authorized to grant a release from any of the terms, conditions, reservations and restrictions contained in, and to convey, quitclaim, or release any right or interest reserved to the United States of America by any instrument of disposal under which surplus airport property was conveyed to a non-Federal public agency pursuant to Section 13 of the Surplus Property Act of 1944 (58 Stat. 765) and

WHEREAS, the Administrator has made an administrative determination that the release of the said airport from the said "national emergency use provision" will not prevent accomplishment of the purpose for which the Government's interest therein was conveyed to the City of Ormond Beach and is necessary to advance the interest of the United States in civil aviation, and

NOW, THEREFORE, for the considerations above expressed, the United States of America does hereby quitclaim, convey and release unto the City of Ormond Beach, Florida, its successors and assigns, all rights, title and interest reserved or granted to the United States of America by or under the following provision of the said Quitclaim Deed dated June 2, 1959, commonly known as the "national emergency use provision":

"That during any national emergency declared by the President of the United States of America or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or non-exclusive use and have exclusive or non-exclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use non-exclusively or over which it may have non-exclusive control and possession:

CANCEL

Provided, further, that the Government shall pay a fair rental for its use, control or possession, exclusively or non-exclusively of any improvements to the airport made without United States aid, and never owned by the United States."

The release granted herein is expressly limited to the aforementioned "national emergency use provision" as it applies and to the extent it applies to the land described in the Quitclaim Deed dated June 2, 1959 and shall not apply to any other provision of the said Quitclaim Deed.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Chief, Airports Division, Southern Region, Federal Aviation Agency, all as of the 14th day of November, 1962.

UNITED STATES OF AMERICA

The Administrator of the Federal Aviation Agency

By Harwood Shoemaker
Acting Chief, Airports Division, Southern Region
#5

STATE OF GEORGIA)
COUNTY OF FULTON) ss

On this 14th day of November, 1962, before me, Mary W. Houston a Notary Public in and for the County of Fulton, State of Georgia, personally appeared Harwood Shoemaker, known to me to be the ^{acting} Chief, Airports Division, Southern Region, Federal Aviation Agency, and known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of the Administrator of the Federal Aviation Agency and the United States of America.

WITNESS my hand and official seal.

Mary W. Houston
Notary Public in and for said County and State

(SEAL)

My commission expires Sept. 4, 1966.

FILED FOR RECORD
OFFICIAL RECORD VERIFIED
RECORDED BOOK 495 PAGE 694

1962 DEC 13 AM 10 11

BY Walter Grove
DEPUTY CLERK

Appendix C



Memorandum

To	Joyce Shanahan, City Manager
CC	Steven Lichliter; Brian Rademacher
Subject	Summary Findings from GAI Consultants regarding Airport Property
Project	River Bend Golf Course
From:	Andrew McCown
Date	29 May 2024

The City retained the services of GAI Consultants Inc. (GAI) to conduct a land use analysis to determine potential future uses of the airport property formerly used as the Riverbend Golf Course. The scope of services comprises of 8 tasks outlined below. Task 1: Create a map identifying environmental and aeronautical constraints within each area of the property. Task 2 to 4: Create concepts for potential uses for each area of the airport property based on Commission direction and considering the environmental and aeronautical constraints. Task 5: Conduct a limited land-use analysis comparing the concepts to the City's Future Land Use and zoning district options. Task 6: Conduct an economic analysis that addresses financial and budgetary considerations associated with the concepts provided. Task 7: Present the findings of the analysis to the City Commissioners. Task 8: Is an additional task if additional project related meetings are requested, they will conduct them.

GAI Consultants have completed Tasks 1 through 6 and conducted interviews with each Commissioner.

Project Summary

The golf course property has three (3) individual land areas that have separate geographic characteristics and development potentials. These are the areas GAI used for their analysis and tasks.

Land Area 1 Design

South of Airport Road and north of the Tomoka River, east of Woodland Trail. This area is approximately 67 acres. The aeronautical constraints are in the southern portion of this area. The runway approach area will need to stay clear and no development for the area directly adjacent to the runway centerline. For environmental constraints, there exists a wetland area on a small portion in the north, which also has the potential for a flood hazard. These constraints have been considered and the concept ensures there is no need for wetland impacts unless nature trails/boardwalks into the wetland areas are desired. The concept design for this area proposes a variety of passive recreational uses including running and biking trails, open spaces, nature restoration areas, and fishing/viewing dock. As a passive park there would be some parking, no buildings except for pavilions, walking paths, and nature-based and educational programming. Additional consideration has been given for this

area to support water quality and conservation goals by including options for stormwater retention and/or reclaimed water storage.

Land Area 2 Design

South of the airport and north of Airport Road, this redevelopment area is located where the former golf clubhouse is located. This area is approximately 58 acres. Aeronautical constraints exist across the majority of this area due to the adjacency of the airfield. This is not a major constraint if development is aeronautical in nature, which would not conflict with operations on the airport. For environmental constraints, there is an "S"-shaped wetland and overlapping flood hazard area in the central portion of the site. These constraints have been considered and the concept ensures there are no impacts to these areas. The concept design for this area features predominately airside activity due to the proximity to the existing runways. These uses include hangars of multiple sizes, fixed-base operator (FBO) opportunities, gated entry, and parking. It also features up to five acres of retail or office outparcels adjacent to Airport Road as well as a campus or flex office user on the former clubhouse site.

Land Area 3 Design

South of the Bear Creek Community and North of the airport, west of Airport Road and east of the Sport Complex. This area is approximately 94 acres. The aeronautical constraints are associated with the RPZ that bisects the area into a northern portion and southern portion. This RPZ area will need to stay clear with no development. For environmental constraints, there is a wetland system and flood hazard area running east-west through the middle of the northern portion of the Area. The concept design for this area proposes non-airside development, potentially including commercial or flex office along airport road, south of the RPZ. The northern portion of Area 3 has the potential for additional aviation uses in the long-term but the site is mostly isolated from potential access due to the aeronautical and environmental constraints. There are other portions of the airport that are likely to be developed before this area is considered. In the short- to mid-term we are proposing no development on the northern portion. Additional consideration has been given for this area to support water quality and conservation goals by including options for stormwater retention and/or reclaimed water storage.

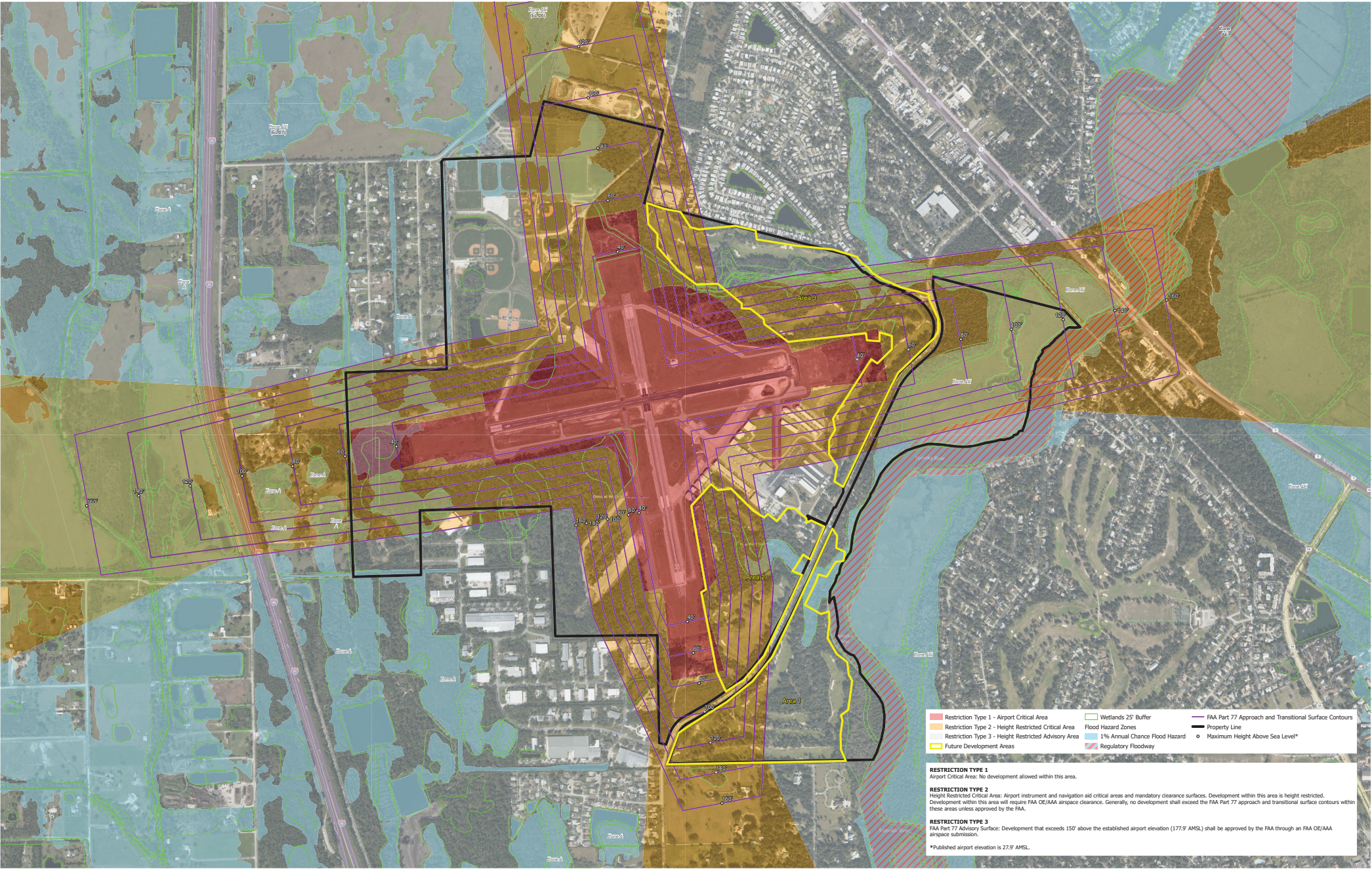
Land Use Analysis

The former golf course area has a land use of 'Recreation/Open Space (R/OS) and 'Open Space/Conservation'. The zoning is Special Environmental (SE). This was put in place to accommodate the former use (golf). The Land Use Analysis conducted by GAI concluded that there would not be any changes to land use or zoning for Area 1 or the northern half of Land Area 3 in the short-to-medium term. Area 2 and the southern half of Area 3 are recommended to be amended to Public Institutional (PI) future land use and Industrial (I-1) zoning to allow for the aviation, office, and commercial uses proposed in the concepts.

Economic Analysis

This preliminary economic analysis considered the potential fiscal impacts on the city due to the potential lease or acquisition of those land areas identified for passive and recreational purposes. It also considered the ongoing maintenance and operations obligations to the City on those areas. Overall, the analysis offers context regarding the potential costs and obligations to be addressed in a more formal action.

End Notes.



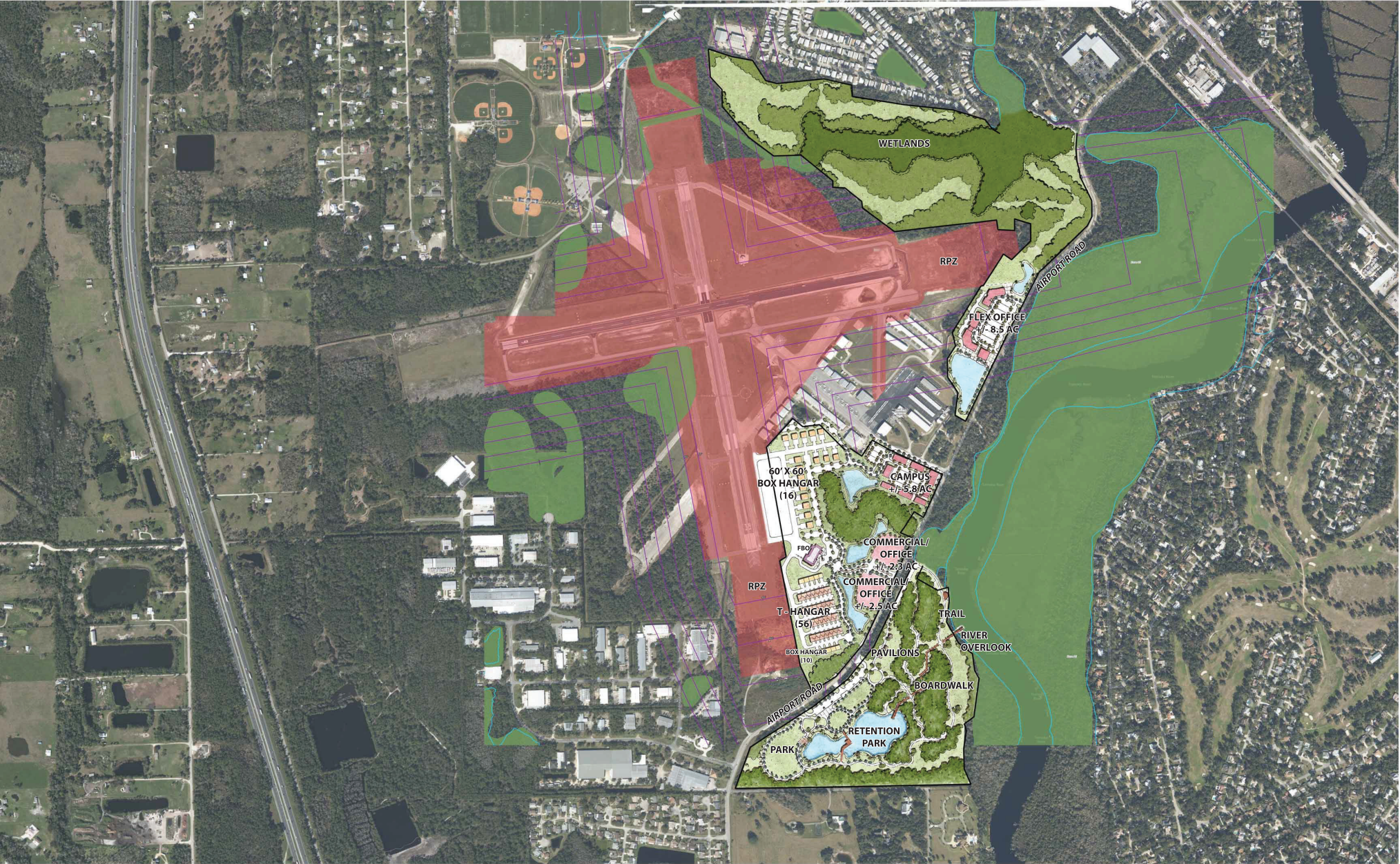
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|--|-------------------------------|--|
| Restriction Type 1 - Airport Critical Area | Wetlands 25' Buffer | FAA Part 77 Approach and Transitional Surface Contours |
| Restriction Type 2 - Height Restricted Critical Area | Flood Hazard Zones | Property Line |
| Restriction Type 3 - Height Restricted Advisory Area | 1% Annual Chance Flood Hazard | Maximum Height Above Sea Level* |
| Future Development Areas | Regulatory Floodway | |

RESTRICTION TYPE 1
Airport Critical Area: No development allowed within this area.

RESTRICTION TYPE 2
Height Restricted Critical Area: Airport instrument and navigation aid critical areas and mandatory clearance surfaces. Development within this area is height restricted. Development within this area will require FAA CE/AAA airspace clearance. Generally, no development shall exceed the FAA Part 77 approach and transitional surface contours within these areas unless approved by the FAA.

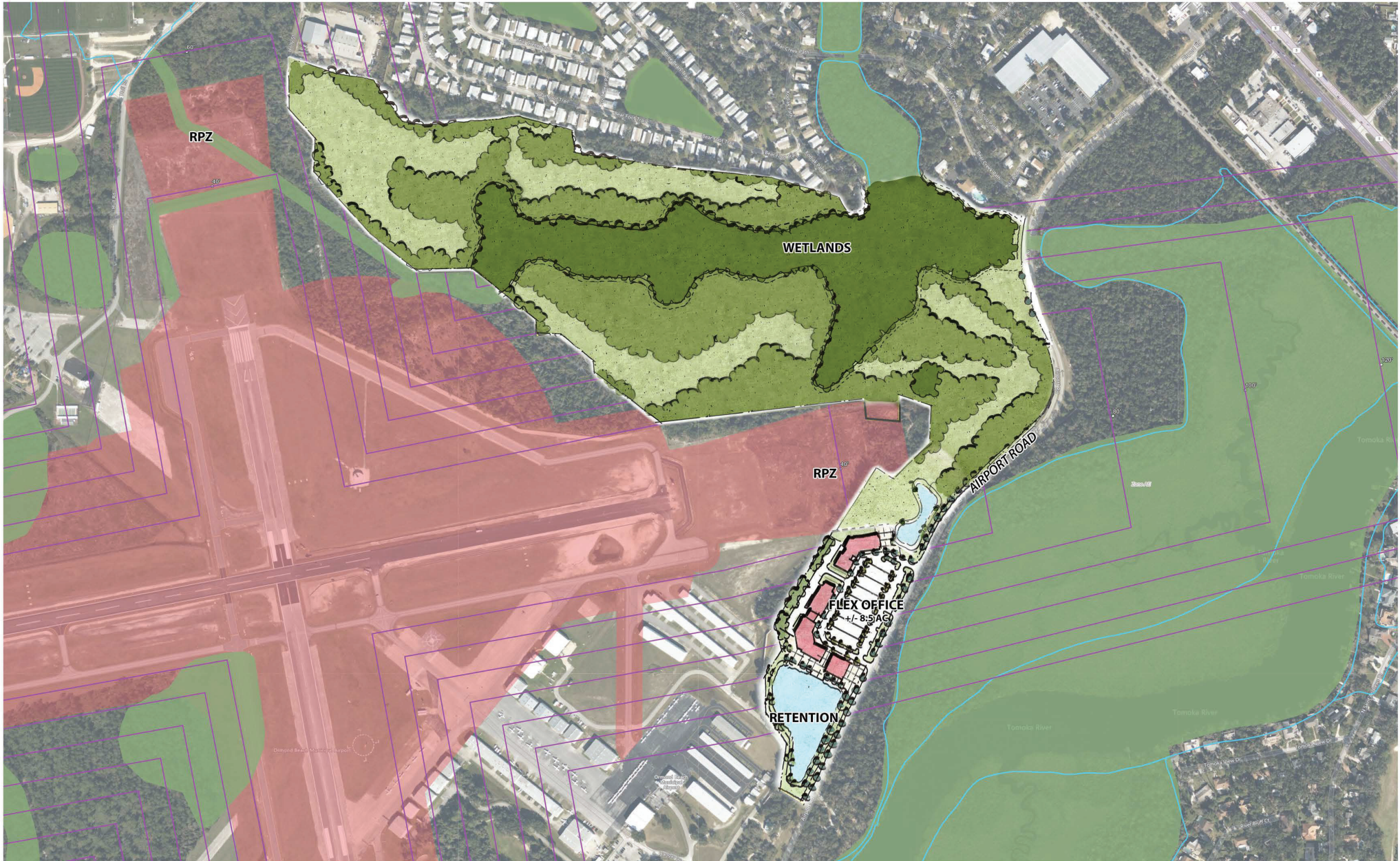
RESTRICTION TYPE 3
FAA Part 77 Advisory Surface: Development that exceeds 150' above the established airport elevation (177.9' AMSL) shall be approved by the FAA through an FAA CE/AAA airspace submission.

*Published airport elevation is 27.9' AMSL.











Planning | Urban Design
Landscape Architecture
Economics | Real Estate

Memorandum

To	Brian Rademacher; Steven Lichliter	Pages 3
CC	Jack Thompson; Andrew Sheppard; Owen Beitsch	
Subject	River Bend Golf Land Use Analysis	
From	Andrew McCown	
Date	29 May 2024	

Introduction

Over the past six months the GAI team has worked with City of Ormond Beach and Airport staff to envision potential uses for the now defunct Riverbend Golf Course, which is co-located with the Ormond Beach Municipal Airport. With the preferred concepts now selected by the City, GAI has been tasked with assessing the current land use and zoning of the properties to accommodate the proposed concepts. Each of the three areas is analyzed separately below. This analysis does not include any discussion of FAA approvals or procedures and only deals with the City of Ormond Beach policies.

Ownership Status

For this analysis, it is assumed that all parcels will remain under City ownership and Airport control. Were any of these sites to be sold off to a third-party developer our recommendations for entitlements would be different.

Current Future Land Uses

Though the airport itself has a Future Land Use designation of *Public Institutional (PI)*, the golf course property is designated *Recreation/Open Space (R/OS)* and *Open Space/Conservation (OS/C)*. The R/OS covers the physical golf portions of the site, and the OS/C roughly corresponds to wetlands and water bodies. Both categories are intended to preclude most types of development except for recreation and conservation related uses.

Current Zoning

The zoning of the entire golf course is Special Environmental (SE) which is mostly reserved for environmentally sensitive land, though golf courses and other recreational type uses can be allowed as Conditional Uses or Special Exceptions. It is not intended for any kind of development unrelated to recreation and open space.

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In addition to the SE zoning district, all of Areas 2 and 3 and portions of Area 1 are within an *Airport Overlay District*. As described in Section 2-72 of the Land Development Code (LDC), the function of this district is mainly to prohibit residential uses in the airport vicinity, but it also provides additional general standards for lighting and height. It specifically states that the Overlay does not impact non-residential uses.

Area 1

Concept Highlights

Area 1, which is separated from the other golf course parcels by Airport Road, is significantly constrained as a large portion of the site lies directly at the end of the airport Runway Protection Zone (RPZ). The Option converts the area into a passive park with trails, lawns, open areas, and natural areas.

Land Use/Zoning Analysis

Option for Area 1 would not require any change to the site's current Future Land Use or Zoning, although the approval of a new park would require a Conditional Use Permit.

Area 2

Concept Highlights

Option for Area 2 is the west half of the site is reserved for significant airport hangar expansion (airside) and would be behind a gate, while the east half, accessible from Airport Road, is available for commercial and office development (landside). A master stormwater system would serve both the airside and landside development. The isolated wetland in the center of the Area is not impacted.

While an intensity for the commercial/office development was not established in the concept plan exercise, since all uses are surface parked, the FAR is likely to be between 0.25 and 0.7 FAR at 1-2 stories.

Land Use/Zoning Analysis

The airport proper has a FLU of *PI* with a max FAR of 0.8. It is zoned *I-1*, which has a high max impervious surface (80%) and a reasonable max height (45') for two stories. Airport and light industrial uses are allowed by right, while office, restaurants, and retail require conditional use permits. Because the land in Area 2 will remain under Airport control and leased to end users, it is recommended that Area 2 adopt the same FLU and zoning combination (*PI/I-1*) as the rest of the airport. With the proper Conditional Use Permits, this combination of entitlements will likely accommodate any reasonable airport, industrial, retail, or office use that would be acceptable under FAA regulations (subject to their lease review) and appropriate for the context of the area.

Area 3

Concept Highlights

The Concept Plan for Area 3 is broken into two distinct areas due to the shape of the parcel, significant wetland systems, and its bisection by one of the airport's RPZs. The southern end of the parcel is below the RPZ and is envisioned as a stand-alone flex office development accessed directly from Airport Road. the northern portion is recommended to remain undeveloped to support water quality and conservations goals.

Land Use/Zoning Analysis

This parcel will need to be broken into two separate zones for entitlements. The northern portion can retain its current FLU/Zoning combination. Similar to the situation in Area 2, and the southern portion of the parcel should be re-entitled for *PI* FLU and *I-1* zoning. With the appropriate Conditional Use Permits this will allow the flex office as either light industrial or office space.

Summary

- **Area 1 Recommended Actions:** No change
- **Area 2 Recommended Actions:** Amend the FLU Map to *PI* and rezone to *I-1*.
- **Area 3 Recommended Actions:** No change for the northern portion; Amend the FLU Map to *PI* and rezone to *I-1* for the southern portion.
- **Airport Overlay District:** No change necessary.

END NOTES



Memorandum

To	Mr. Steven Lichliter, Airport Manager
CC	Mr. Brian Rademacher, Dir. Economic Development
Subject	Economic Analysis (Task 6)
Project	Riverbend Golf Course Redevelopment (#A161062.01)
From:	Owen Beitsch, PhD, FAICP, CRE, Senior Director Laura Smith, Project Manager Natalie Frazier, MBA, Senior Analyst
Date	30 June 2022 Revised 21 May 2024

INTRODUCTION

Based on the scope of work dated September 8th, 2021, and the subsequent conversations with the City of Ormond Beach ("City" or "Client"), this memorandum addresses financial and budgetary considerations associated with various plans and scenarios provided to the Client by GAI's Community Solutions Group ("GAI" or "CSG") for certain areas of the Ormond Beach Municipal Airport ("OMN") which was previously occupied by the River Bend Golf Club.

Recognizing the plans provided are conceptual, they do indicate what lands have relevance to the continued aviation operations of OMN and which lands might be used for other kinds of activities. In the plans provided, those other activities would be sited in Area 1 and Area 3 ("Project Sites") at the airport's periphery. The conceptual plans consider commercial or non-aviation functions, but center primarily on park activities. Such lands might be used or acquired by third parties for any, or all, of the functions illustrated in the previously provided rendered plans. To note, this memorandum has been revised as of May 2024 solely to reflect the updated acreage for the Project Sites.

As to what those varied other uses might ultimately be, this memorandum focuses primarily on the implications of utilizing the subject lands at OMN for park activities and the potential costs of maintaining and operating those for passive recreational purposes.

BACKGROUND

Despite OMN being closely associated with the City as a municipal government, it has certain operating and financial requirements that stem from monies or funds provided to the airport by the Federal Aviation Administration ("FAA") and Florida Department of Transportation ("FDOT"). While our role is not to advise about specific FAA or FDOT compliance procedures or where they relate to the use of OMN properties for non-aviation proposes, these compliance procedures do impose material restrictions.

In the most general of terms, FAA's and FDOT's regulations require lands used by third parties for non-aviation purposes to be utilized (sold or leased) at Fair Market Value ("FMV"). While (1) the particulars of the situations where FMV must be achieved and (2) the actual means of determining that value may have some flexibility, the concept largely implies that the lands in question must target returns indicative of like activities on lands *not controlled* by OMN.

Should these non-aviation uses include park or recreational activities, they are not unlikely subject to these guidelines. As to the City acquiring that land for such purposes, there would have to be at least some nominal effort to address FAA's and FDOT's requirements to satisfy FMV.

LAND VALUATION

Were the City to acquire parkland to expand its park system elsewhere in the community or at OMN, the City would be forced to compete with private actors for available lands in the market. While such lands might have an open space or conservation zoning or a related land use designation, they are more likely to have other zoning or land use options that establish a framework or expectation of some higher value. In effect, the City would have to acquire full ownership of all property rights and interest (full fee or something lesser) with an implicit value. This implicit value would be comparable whether the property is acquired from OMN or another third party.

To offer insight into what that value might be locally for a full fee, CSG identified several vacant parcels of various sizes, all located within a 5.0-mile radius of OMN which have sold in the last year, June 2021 to June 2022. All were sold and, based on their Department of Revenue ("DOR") classification, had a likelihood of being developed for non-residential purposes. Other parcels besides these certainly could be available for sale, including residential parcels. However, the specific parcels identified in Table 1 on the following page are designated by DOR as "commercial," as well as a few which have a proposed use of "industrial," based off zoning codes of either *industrial* or *planned development* with an industrial component, which might satisfy the possibilities shown in CSG's conceptual plans. These specific parcels with a proposed use of "industrial" are more clearly identified in Table 2 on the following page.

To be absolutely clear, this work should not be construed as an appraisal or a broker's opinion of value. There are too many varied considerations regarding uses, zoning, intensity, and other issues to be addressed in such a limited analysis. These considerations or similar matters would be contained within an appraisal. Because CSG's intent is to benchmark nearby land costs for planning purposes, this analysis by itself should not be the sole basis for reaching an accord with the airport. Having made that caveat, CSG does believe this analysis offers context regarding the range of potential costs or obligations to be addressed in a more formal action.

Table 1. Vacant Land Sales – All Transactions

Property Address	Land Area ¹		Sale Date	Sale Price		
	AC	SF		Total	Per AC	Per SF
Flagler Ave, Ormond Beach, FL	5.70	248,292	4/27/2022	\$ 425,000	\$ 74,561	\$ 1.71
490 Flomich St., Holly Hill, FL	9.00	392,040	2/24/2022	1,200,000	133,333	3.06
Yonge St, Ormond Beach, FL	0.17	7,425	1/27/2022	100,000	586,667	13.47
215 Williamson Blvd., Ormond Beach, FL	12.00	522,720	12/15/2021	3,950,000	329,167	7.56
Gateway N. Drive, Daytona Beach, FL	184.06	8,017,818	12/10/2021	18,215,000	98,960	2.27
Clyde Morris Blvd., Daytona Beach, FL	58.46	2,546,618	12/10/2021	16,150,000	276,246	6.34
North Williamson Blvd., Daytona Beach, FL	8.82	384,191	12/10/2021	1,990,000	225,628	5.18
2020-2026 Ocean Shore Blvd., Ormond Beach, FL	0.97	42,271	11/24/2021	710,000	731,651	16.80
890 N. US Hwy 1, Ormond Beach, FL	12.48	543,629	11/17/2021	1,425,000	114,183	2.62
SEC Clyde Morris Blvd. & Strickland Range Rd., Daytona Beach, FL	2.60	113,256	11/12/2021	1,125,000	432,692	9.93
440 Destination Daytona Ln., Ormond Beach, FL	14.01	610,276	11/5/2021	1,100,000	78,515	1.80
Interchange Blvd., Ormond Beach, FL	3.58	155,944	9/17/2021	940,000	262,571	6.03
1211 W Granada Blvd., Ormond Beach, FL	5.54	241,220	8/18/2021	1,345,000	242,883	5.58
861 Hull Rd., Ormond Beach, FL	6.35	276,606	8/17/2021	675,000	106,299	2.44
N. US Hwy 1, Ormond Beach, FL	2.30	100,188	8/6/2021	294,000	127,826	2.93
Average				\$ 254,746	\$ 5.85	

Sources: Volusia County Property Appraiser; CoStar; GAI Consultants. Notes: Represents 2021-2022 Vacant Land Transactions. (1) AC represents acres and SF represents square feet.

Table 2. Vacant Land Sales – Industrial Proposed Use

Property Address	Land Area ¹		Sale Date	Sale Price		
	AC	SF		Total	Per AC	Per SF
North Williamson Blvd., Daytona Beach, FL	8.82	384,191	12/10/2021	\$ 1,990,000	\$ 225,628	\$ 5.18
890 N. US Hwy 1, Ormond Beach, FL	12.48	543,629	11/17/2021	1,425,000	114,183	2.62
861 Hull Rd., Ormond Beach, FL	6.35	276,606	8/17/2021	675,000	106,299	2.44
Average				\$ 148,703	\$ 3.41	

Sources: Volusia County Property Appraiser; CoStar; GAI Consultants. Notes: Represents 2021-2022 Vacant Land Transactions. Industrial Proposed Use based off zoning codes of either industrial or planned development with an industrial component; (1) AC represents acres and SF represents square feet.

While we do not know exactly how the property will be valued, CSG has examined the range of sale prices that likely would be indicative of what those values *might* be since any transaction will have to be benchmarked to FMV. As previously detailed in CSG’s conceptual plans, Area 1 and Area 3 are approximately 67 and 94 total acres, respectively, of which only 82 acres in Area 3 would be used as parkland. Going forward, CSG has assumed that the park spaces will be 67 and 82 acres for purposes of valuation.

The sales CSG identified were of various sizes which will ultimately affect the values realized. In this case, applying the overall average sale price per acre (“AC”) for all vacant land sale transactions that CSG identified, as well as an average for just industrial properties, as listed in the prior tables, CSG was able to estimate the approximate range of sale price each Project Site could potentially attain (see Table 3). Realistically, while the range is broad it does establish some reasonable limits for what a negotiated price might be.

Table 3. Estimated Cost of Additional Parkland

Area	Acres	Sale Price	
		Low	High
Area 1	67	\$ 9,963,130	\$ 17,067,950
Area 3	82	12,193,680	20,889,140
Total	149	\$ 22,156,810	\$ 37,957,090

Sources: Volusia County Property Appraiser; CoStar; GAI Consultants. Note: Represents 2022 dollars.

Through conversations and other sources, CSG is also aware of other transactions for park purposes occurring in a few Florida settings during the last three years. Clearly the locations are diverse, and we have no documentation or details about those sales including their current use(s), zoning, officially platted size, and actual market value. Further, CSG cannot confirm any details about final closing matters if, in fact, the transaction closed. As a result, we cannot comment on their merit or relevance to future discussions with the airport although they may offer a point of reference.

Among those identified transactions were 36 acres along the Ormond Scenic Trail which was reportedly sold for less than market value in 2021 at approximately \$988,000 or about \$27,500 per acre that had originally been planned for a subdivision. Recent appraisals have priced this property between \$1.5 million to \$1.9 million dollars. Approximately 5.0 acres were purchased by the City of St. Cloud in 2021 at a comparable price per acre. Aside from these, prices were generally closer to \$250,00-\$300,000 per acre for park specific purchases reported in Parkland, Wilton Manors, and Venice. The City of Orlando has not had any purchases recently but generally assumes that its park buys will reach about \$500,000 per acre. The range of \$250,000-\$300,000 for these other parkland transactions is consistent with CSG estimates in this case.

Less than Full Fee Transactions

Obviosity, the City and OMN might agree to something less than a full fee transaction, saving the City a major capital obligation. In the event the City might desire a lease rather than a full fee for example, that or other transactions would reflect, or be based upon, the full fee value. Giving rapidly changing capitalization rates for various properties and the current market interest in “industrial” properties, that lease rate could be about 5% paid annually (5% times the value or price paid annually, e.g., 5% x

\$9,963,130 = \$498,157). In the past, the lease rates have been as high as 10% depending upon the terms of the lease and any associated valuation and financial commitments.

A final caution and reminder: whatever rents now being charged for various *aviation activities* at OMN, they may have little, if any, bearing on the FMV of rents for *non-aviation activities* and lands.

OPERATIONAL COSTS

The acquisition of these lands for passive recreational activities will materially increase the total park acreage owned or controlled by the City. Today there are about 492 maintained acres of parkland subject to the City's operational and maintenance ("O&M") budget. The acres shown in the accompanying plans could add as much as 149 maintained acres to this inventory.

While it is typical to expect that the costs for maintaining a conservation area or passive park would be significantly less than they are for smaller parks with more facilities, it seems reasonable to posit that the scale of additional acreage could change the City's current O&M budget materially even if the cost is focused on certain classes of personnel and maintenance which could be more carefully scrutinized in a separate analysis.

For purposes of this effort, CSG looked at 10 parks outside of the City with different combinations of facilities, including fairly large passive areas, as case studies. While capital costs were excluded from this analysis, it could be reasonable to assume that parks with higher capital costs are likely associated with more complex facilities and potentially higher maintenance costs. Having made that observation, this analysis identified a high-moderate-low ("H-M-L") range of O&M costs per maintained AC (2022 dollars) to draw conclusions on the potential O&M the Project Sites may require. As indicated in the case studies, there is a tight range of O&M costs per maintained AC, whether considered on the basis of staffing needs or actual dollars allocated to the activity. Of the 10 case studies, half of the parks had an O&M cost per AC between \$11,500-\$13,000, whereas only one of the parks fell below \$10,000 O&M costs per AC.

Although CSG has not fully evaluated the Client's current park budget, the City appears to be at the exceptionally low end of the O&M cost experienced elsewhere, as illustrated in Table 4 below. Table 4 also defines an H-M-L full-time equivalent ("FTE") employment per AC as further determined by the case studies.

Table 4. Operations and Maintenance Costs per AC

		Personnel Services per AC	Total O&M per AC	FTE per AC
City of Ormond Beach		\$ 700	\$ 4,730	0.012
Case Study Research	Low	4,770	8,810	0.036
	Moderate	7,240	13,375	0.077
	High	8,850	16,350	0.133

Sources: City of Ormond Beach FY 2021-2022 Adopted Budget; Secondary Research; GAI Consultants Note: In 2022 dollars.

Subsequently, CSG applied these values to the total acres of each Project Site to estimate the total O&M each Project Site may require in a H-M-L scenario, as detailed in Table 5 on the following page. These tables also identify potential staffing needs each Project Site may expect on an FTE basis.

Table 5. Estimated Operations and Maintenance Costs and FTE

		Acres Maintained	Operations and Maintenance Costs			Total FTE
			Personnel Services	All Other Costs	Total O&M	
City of Ormond Beach		492	\$ 344,850	\$ 1,982,150	\$ 2,327,000	6.000
Area 1 Estimates	City Rate ¹	67	46,900	270,010	316,910	0.800
	Low		319,330	270,560	589,890	2.410
	Moderate		484,980	410,920	895,900	5.186
	High		593,010	502,450	1,095,460	8.908
Area 3 Estimates	City Rate ¹	82	57,470	330,360	387,830	1.000
	Low		390,820	330,140	721,960	2.950
	Moderate		593,560	502,910	1,096,470	6.347
	High		725,770	614,940	1,340,710	10.900

Sources: City of Ormond Beach FY 2021-2022 Adopted Budget; Secondary Research; GAI Consultants. Note: (1) Represents rates achieved by the City in 2022, as detailed in Table 4, to the area estimated acreages.

The combined total Operations and Maintenance Costs and FTE for the entire Project Site with a combined area of 149 acres is illustrated in Table 6 below.

Table 6. Estimated Total Operations and Maintenance Costs and FTE

Total Project Site Estimates (149 Total Acres Maintained)	Operations and Maintenance Costs			Total FTE
	Personnel Services	All Other Costs	Total O&M	
City Rate ¹	\$ 104,440	\$ 600,280	\$ 704,720	1.817
Low	710,150	601,700	1,312,170	5.359
Moderate	1,078,540	913,830	1,992,870	11.532
High	1,318,780	1,117,380	2,436,780	19.811

Sources: City of Ormond Beach FY 2021-2022 Adopted Budget; Secondary Research; GAI Consultants. Note: (1) Represents rates achieved by the City in 2022, as detailed in Table 4, to the area estimated acreages.

Regardless of the basis or estimates used for the calculation on the prior page, the City should anticipate substantial additional O&M costs given the scale of the increased acreage. On an average basis, there will be a significant growth in these costs. While it may be fair to say that these costs found elsewhere may be higher than what the City has experienced historically, future O&M would need to be thoughtfully parsed in terms of fixed, variable, and marginal costs to assure funds are adequate. Again, while CSG does not know exactly what level of staffing or maintenance will be required, there are likely to be some incremental, possibly major, additions to staff.

POTENTIAL RECEIPTS AND CAPITAL CONTRIBUTIONS

All costs associated with parklands are among the highest costs in a small community's budget because the level of service standards is often quite high. While CSG did not quantify in dollar terms how an increase in the City's parkland or operating requirements might be addressed, CSG was asked to identify the several ways other communities have opted to improve or enhance both operational receipts and capital resources. Some options, including the general fund, are addressed below.

General Fund

This is the most common source of budgetary commitments for parks and appears to be the primary means of funding or supporting various park and recreational activities in the City today. The issue, of course, is that every citizen claims to want more parks, and there is typically a level of service ("LOS") standard for parks in each community's comprehensive plan. Those standards become increasingly prohibitive to absorb through the general fund.

Advantages:

- ▶ Commonly used for both capital and operations.
- ▶ Subject to annual and continuing reviews.
- ▶ Any receipts or dollars generated combine well with other resources.
- ▶ Probably the most reliable financial mechanism.
- ▶ Dollars can be allocated to almost any purpose.
- ▶ Already a functioning system in place to address needs.

Disadvantages:

- ▶ May be difficult to justify additional spending for facilities in certain locations.
- ▶ Whatever the City budget might be, it is limited by law to a certain millage ceiling.

Special Assessments

Special assessments are fees levied to achieve a specific level of benefit or service. They can take many forms under various provisions of Florida law. Depending upon their purpose or the means of implementation, such assessments may be imposed simply by the City as the controlling legislative body, or they could be authorized by referendum in some cases.

It is a financial resource with flexible application to absorb or offset both capital and operational costs. They can be applied to the capital or operational costs of parks as well as roads, lighting, and other facilities or infrastructure broadly defined. In effect, the Project Sites shown in CSG's plans are perfect examples of those often funded and financed using an assessment strategy.

Assessments must be shown to provide a demonstrable benefit to property and the charge cannot exceed the benefit which reflects considerations more than simply an increase in property value. They can extend citywide or to certain accessible or identifiable areas. Because the idea of a benefit is quite broad, there are then multiple ways of allocating the assessment itself. The manner ultimately applied should satisfy certain tests of reasonableness and logic, but Florida law allows extensive latitude.

Advantages:

- ▶ Commonly used for both capital and operations.
- ▶ Subject to annual and continuing reviews.
- ▶ Any receipts or dollars generated combine well with other resources.

- ▶ Probably among the most reliable financial mechanism.
- ▶ Dollars can be allocated to almost any purpose.
- ▶ Already a functioning system in place to address needs.

Disadvantages:

- ▶ An additional charge for services perceived as more properly absorbed by tax (General Fund) dollars.
- ▶ While there are ways to reduce assessments to specific properties, such as schools or churches, all benefitted properties generally must contribute.
- ▶ May be difficult to justify added charges or fees in disadvantaged neighborhoods.
- ▶ If subjected to referendum, may not be adopted.

Simple User Fees

While such fees are typically associated with a controlled gate and for selected facilities, It is not uncommon for them to apply to trails and conservation areas at an obvious access point, often through an honor system. Where there is not an attendant, appropriate in many situations, rates would be posted and there would be a secure box for collections. These proceeds are generated for a specific park or area deemed to benefit from their imposition and their collection.

Advantages:

- ▶ Tied to specific facilities.
- ▶ May combine existing workers if maintenance is an issue at a targeted location.
- ▶ Ease of administration.
- ▶ Any receipts or dollars generated combine well with other resources.
- ▶ Dollars can be allocated to site, area, or facility specific or activities.

Disadvantages:

- ▶ Best for modest collections.
- ▶ Unlikely to offset major costs.

Increment Based Approaches

To the degree there is private development that occurs on any adjacent OMN properties assigned to non-aviation activities, there may be a potential to generate ad valorem taxes that could be assigned to a specific account in a manner similar to the tax increment generated in a formally established community redevelopment area ("CRA") such as the City already has. In this context, an "increment" approach should not be confused as a CRA. Here, the general procedure is applied synthetically through agreement.

While these dollars could be an important source of revenue to support both current and prior plan initiatives, they are largely speculative. In any case, Florida's financial markets, while acknowledging the purpose and validity of tax increment, have tended to constrain its value as a long-term revenue stream by imposing fairly excessive costs on any debt transaction. Debt issues, supported exclusively by tax increment, are not as secure as general obligation instruments of any kind. Consequently, they have higher debt coverage ratios, higher interest rates, and higher reserves which in the aggregate reduce the leverage of these tax generated receipts. Long collection histories of a certain scale reduce these typical challenges but by no means eliminate them.

Effectively, tax increment tends to work best as a secondary funding or financing source used in creative ways. Here these receipts could certainly be applied to operational matters.

Advantages:

- ▶ Tax increment receipts do not constitute an additional tax for the program and costs contemplated.
- ▶ It is very rational to conclude that these incremental receipts being generated are the result of enhanced property valuations stemming from the nearby improvements.
- ▶ Many models in Florida applied in varied ways.
- ▶ Scale of collections has potential material impacts.
- ▶ Flexible in terms of its application of funds.
- ▶ Nominal, if any, impacts on existing budget.
- ▶ Can be bonded or used on a "cash" basis.
- ▶ Approach pairs well with other financial resources.

Disadvantages:

- ▶ Money will not be immediately available to support any activities or improvements.
- ▶ May be difficult to monetize revenue stream without other obligations.

OTHER COMPLEMENTARY PROGRAMS, DOLLARS, OR FUNDS

While assessments, benefit charges, and increment dollars could be extraordinarily effective in this case, there are other funds and financing techniques which should be considered as well. These additional approaches leverage the value of other dollars and have application to specific activities.

Impact Fees

As the Client is aware, impact fees are legislatively imposed charges levied against specific types of construction activity to offset or absorb capital costs created by threshold levels of new development. They are applied to the capital costs of parks as well as roads, schools, other facilities or infrastructure, and various public safety costs by formula and location.

Advantages:

- ▶ Dollars allocated to site specific activities identified in enabling ordinances.
- ▶ Criteria for fees are updated periodically.
- ▶ Updated or revised by ordinance and resolution.
- ▶ Can be location specific.

Disadvantages:

- ▶ Must be used for capital.
- ▶ Cannot be used for operations.
- ▶ Rarely can they be monetized given the rise and fall in collections.

Grant Programs

Grants are typically performance and/or criteria-based awards directed to a variety of initiatives and originating from many different local, state, and national resources. They are typically competitive although "need" may be a sufficient premise for an award. As well as coming from governmental sources, grants are sometimes provided by major area banks and institutions, foundations, and many smaller non-profits. Federal and state grant opportunities are highly limited. As such, their value and availability today are highly speculative. Because these dollars are highly speculative, they are not a sturdy foundation for an implementation plan, especially if there are near term objectives which must be satisfied. Grants are better viewed as enhancements to financial options which are imminent and controlled by the parties or groups looking to realize immediate change through a plan.

Advantages:

- ▶ They are often dollars extended without recurring obligations to the recipient.
- ▶ They can often be paired with, or inserted into, any financial scheme.
- ▶ They can be available for both capital and operational activities.
- ▶ May create a long-term partnership with granting entities or institutions.
- ▶ May be flexible in some cases as circumstances evolve.

Disadvantages:

- ▶ Not likely to be an immediate financial resource.
- ▶ Usually highly competitive and can be costly to pursue.
- ▶ Major reporting and accountability requirements.

Improved Leveraging and Coordination of Existing Efforts

In many controlled situations there are likely to be projects, programs, or work which could be coordinated and leveraged to support or implement the park activities or management responsibilities associated with potential recreation concepts. Here, we are thinking specifically about existing or potential maintenance activities or improvements already occurring at OMN itself. The most obvious examples would be mowing and groundskeeping, which may already be occurring within the City.

Both the areas controlled by OMN, and nearby areas will require coordination, planning and other efforts that might be funded or supported together such that the cooperative arrangements benefit the City and OMN in some measurable or reasonable way. Over many projects or programs, careful planning, coordination, and scheduling can save dollars that often may be sufficient in scale to support the equivalent of still other projects.

Effectively, the recommendation is a strong commitment to leverage and coordinate where opportunities to do so might otherwise be lost. Without suggesting such opportunities have not been explored or lost in the present case, they are known to have been overlooked in other settings and communities resulting in modifications or the addition of staff at points which may have been avoided.

Advantages:

- ▶ Recognizes and leverages investments in staff and other program resources which have already been committed.
- ▶ The costs often leverage dollars without recurring additional obligations.

- ▶ These efforts are wholly marginal costs, so they are extremely efficient from an economic standpoint.
- ▶ Can literally be paired with, or inserted into, any financial or program scheme.
- ▶ May be flexible in some cases as circumstances evolve.

Disadvantages:

- ▶ Requires very forward-looking thinking.
- ▶ Rarely aligns perfectly with existing budget priorities.
- ▶ May alter a preferred sequence of events.

End Notes



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 8.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager's Monthly Report, May 2025		
Summary:	The following reports provide information regarding the City's finances and capital improvement projects, building permits and development activity, and economic development activities and trends. (Reporting dates may vary since tracking and reporting periods may vary based on the subject.)		
Financial Impact:	None		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	This report is for informational purposes. Additional information provided upon request.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	1. Financial Status Report - March 2025 2. Capital Improvements Projects, Status Report - April 2025 3. Economic Development Report - April 2025 4. Development Activity Report - April 2025 5. Building Permit Activity -April 2025		
Approval:	Kelly McGuire, Finance Director	5/5/2025	
	Claire Whitley/Shawn Finley, Assistant City Manager	5/8/2025	
	Joyce Shanahan, City Manager	5/13/2025	



Monthly Financial Status Report

March 2025

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets.

The first table following this introduction provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Revenues at or above 50% benchmark is favorable, while expenses at or below the 50% benchmark is also favorable.

**The airport fund has revenue and expense impacts from FAA grants.
The Impact Fee funds experienced an increase in revenue due to new subdivision
(Ridge Haven).**

Financial Status Report:
March 2025

Budget Summary

Fund	Final Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	49,185,112	28,121,721	57%	23,399,166	48%
104 - Community Redevelopment	1,822,138	1,632,752	90%	912,461	50%
106 - Ormond Crossing	346,798	299,920	86%	-	0%
107 - Stormwater	3,434,247	1,236,375	36%	2,442,760	71%
108 - Airport	369,418	258,565	70%	372,290	101%
109 - Local Law Enforcement Trust Fund	-	10,235	0%	-	0%
110 - Economic Development Fund	-	1,009,803	0%	2,128,079	0%
113 - Pension Contribution Pass Through	1,300,000	-	0%	-	0%
115 - Recreation Facility Fee	57,225	20,371	36%	26,533	46%
205 - Financing Debt Service	660,000	679,998	103%	291,184	44%
220 - Debt Service GOB 2010	346,322	312,966	90%	32,973	10%
301 - General Capital Improvement	4,999,383	420,916	8%	809,370	16%
302 - General Equipment & Vehicle	407,000	275,141	68%	91,744	23%
305 - Public Safety Vehicle & Equip	888,000	793,087	89%	455,346	51%
308 - Transportation	2,159,976	928,768	43%	487,594	23%
310 - Recreation Impact Fee	100,000	350,400	350%	-	0%
316 - Local Roads Impact Fee	50,000	137,574	275%	-	0%
317 - Facilities Renewal & Replacement	879,126	839,901	96%	282,842	32%
318 - Stormwater Impact Fee	50,000	4,771	10%	-	0%
319- Police Impact Fees	-	34,204	0%	-	0%
320- Fire Impact Fees	-	41,976	0%	-	0%
322 - Leisure Services Capital Fund	954,116	938,800	98%	891,498	93%
401 - Water/Wastewater Operating Fund	26,307,887	10,716,770	41%	12,653,506	48%
408 - Water/Wastewater E&V Fund	850,000	136,180	16%	198,436	23%
409 - Water/Wastewater Capital	12,346,951	1,725,495	14%	3,201,494	26%
414 - Water/Wastewater Consolidated Debt	4,924,000	2,461,998	50%	877,022	18%
433 - Reuse Impact Fee Fund	-	6,012	0%	-	0%
434 - Water Impact Fee	700,000	584,318	83%	19,626	3%
435 - Wastewater Impact Fee	675,000	831,937	123%	61,819	9%
446 - 2024 W&S Bond Projects	-	106,585	0%	20,436	0%
460 - Solid Waste	13,407,304	6,339,849	47%	6,414,246	48%
502 - Workers Compensation	1,851,612	406,870	22%	884,635	48%
504 - General Liability	2,905,253	1,808,196	62%	1,816,366	63%
Total	\$ 131,976,868	\$ 63,472,631	48%	\$ 58,771,424	45%

General Fund Revenues

Ad valorem Taxes – Annual revenue is estimated at \$21,823,639 and is based on the taxable value (\$5.49 billion) and the operating millage (4.096). Year to date we have received \$16 million

Utility Taxes – The City levies a utility tax of 10% on electric and gas sales. To date \$2.2 million has been received.

Communication Taxes – Communication service taxes collected as of March amount to \$627,000.

Business Tax – Business tax collections amounted to \$72,441. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. franchise fee agreements require electric and natural gas providers to remit 6% of gross sales to the City. Payments often occur several months after they are collected by providers. Collections through March 2025 are \$1.7 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through March, the City received a total of \$1.9 million in this category.

Charges for Services – This category includes Leisure Services user charges and additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting. The City received \$479,540 in this category through March.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$20,449 as of March.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$1.7 million.

Transfers In – Transfers have been recorded in the amount of \$3.4 million through March.

Financial Status Report: March 2025

General Fund Revenues - March 2025

	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2024-25</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2023-24</u>	<u>FY Variance</u>	<u>FY Variance</u>
Property Tax	\$ 18,485,823	\$ 16,055,734	\$ 2,430,089	86.9%	\$ 14,597,229	\$ 1,458,504	9.99%
Utility Taxes	5,215,000	2,203,344	3,011,656	42.3%	2,281,332	(77,988)	-3.42%
Communication Tax	1,750,000	626,826	1,123,174	35.8%	612,986	13,840	2.26%
Business Tax	283,500	72,441	211,059	25.6%	45,875	26,566	57.91%
Licenses, Permits & Fees	5,376,350	1,668,647	3,707,703	31.0%	2,034,367	(365,720)	-17.98%
Intergovernmental	5,162,000	1,913,284	3,248,716	37.1%	2,069,272	(155,988)	-7.54%
Charges for Services	864,638	479,540	385,098	55.5%	568,274	(88,733)	-15.61%
Fines & Forfeitures	73,000	20,449	52,551	28.0%	23,994	(3,545)	-14.77%
Miscellaneous Revenues	3,856,857	1,654,982	2,201,875	42.9%	1,100,456	554,526	50.39%
Transfers In	6,852,944	3,426,474	3,426,470	50.0%	2,854,656	571,818	20.03%
Use of Fund Balance	1,265,000	-	1,265,000	0.0%	-	-	0.00%
	\$ 49,185,112	\$ 28,121,721	\$ 21,063,391	57.2%	\$ 26,188,441	\$ 1,933,280	7.4%

General Fund Reserve – This category includes commitments made in the current fiscal year by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting/ Approval Date	Comments
New Police Station & EOC	\$558,000.00	1/21/2025	Transfer to Fund 301 Reso 2025-29
Andy Romano Seawall & ADA Ramp	\$268,000.00	3/4/2025	Transfer to Fund 301 Reso 2025-63
Ormond Tennis Center Court Resurfacing (Milton)	\$75,000.00	1/21/2025	Transfer to Fund 317 Reso 2025-36
Nova Comm Center Activity Room	\$65,000.00	3/4/2025	Transfer to Fund 317 Reso 2025-66
Magic Forest Playground	\$65,000.00	3/4/2025	Transfer to Fund 317 Reso 2025-65

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$31.66 million of the General Fund gross budget. Expenditures through March were \$14.98 million.

Operating Expenditures - This category includes \$14.75 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through March, \$7.3 has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$188,528. \$69,058 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is \$2 million with \$1.04 made through March.

Financial Status Report: March 2025

General Fund Expenditures - March 2025

	Final <u>Budget</u>	YTD <u>FY 2024-25</u>	Remaining <u>Budget</u>	% of <u>Budget</u>	YTD <u>FY 2023-24</u>	\$ <u>FY Variance</u>	% <u>FY Variance</u>
City Commission	\$ 448,925	\$ 197,302	\$ 251,623	43.9%	\$ 192,688	\$ 4,614	2.39%
City Administration	903,986	564,808	339,178	62.5%	394,354	170,454	43.22%
Support Services	473,841	231,165	242,676	48.8%	225,117	6,047	2.69%
City Attorney	1,304,609	618,011	686,598	47.4%	760,799	(142,788)	-18.77%
Legislation & Policy	3,131,361	1,611,286	1,520,075	51.5%	1,572,959	38,328	2.44%
Finance	1,200,017	508,466	691,551	42.4%	573,470	(65,004)	-11.34%
Information Technology	2,364,333	1,477,937	886,396	62.5%	1,139,775	338,162	29.67%
Human Resources	730,163	292,542	437,621	40.1%	294,426	(1,884)	-0.64%
Planning	873,037	392,750	480,287	45.0%	379,142	13,609	3.59%
Building Inspections	1,567,364	687,374	879,990	43.9%	637,383	49,991	7.84%
Police Administration	1,434,844	636,616	798,228	44.4%	529,933	106,684	20.13%
Police Operations	8,313,572	4,076,184	4,237,388	49.0%	4,138,808	(62,624)	-1.51%
Community Outreach	666,040	260,105	405,935	39.1%	279,033	(18,928)	-6.78%
Criminal Investigations	1,571,364	823,682	747,682	52.4%	809,416	14,266	1.76%
Community Services	470,374	233,124	237,250	49.6%	226,581	6,543	2.89%
Records	197,910	95,942	101,968	48.5%	93,347	2,595	2.78%
Neighborhood Impr.	524,896	247,222	277,674	47.1%	175,704	71,519	40.70%
Police	13,179,000	6,372,876	6,806,124	48.4%	6,252,821	120,055	1.92%
Fire	8,202,046	3,851,464	4,350,582	47.0%	3,861,852	(10,388)	-0.27%
Streets	2,826,514	1,179,652	1,646,862	41.7%	1,106,430	73,222	6.62%
Engineering	1,329,783	621,726	708,057	46.8%	593,522	28,204	4.75%
Fleet	1,900,237	975,907	924,330	51.4%	833,535	142,373	17.08%
Public Works	6,056,534	2,777,285	3,279,249	45.9%	2,533,487	243,798	9.62%
Economic Development	437,322	209,213	228,109	47.8%	177,105	32,108	18.13%
Building Maintenance	1,046,146	528,351	517,795	50.5%	490,348	38,003	7.75%
Administration	879,360	425,811	453,549	48.4%	377,770	48,041	12.72%
Nova Recreation	442,484	243,698	198,786	55.1%	200,515	43,183	21.54%
S. Ormond Neigh. Center	422,968	143,204	279,764	33.9%	179,451	(36,247)	-20.20%
Athletic Fields Mnt.	1,807,636	772,581	1,035,055	42.7%	784,853	(12,272)	-1.56%
Parks	2,706,533	1,299,244	1,407,289	48.0%	1,247,353	51,891	4.16%
Environmental Learning	272,782	101,154	171,628	37.1%	95,697	5,457	5.70%
The Casements	389,473	208,473	181,000	53.5%	224,595	(16,121)	-7.18%
Performing Arts Center	385,975	202,276	183,699	52.4%	174,427	27,849	15.97%
Senior Center	119,839	60,972	58,867	50.9%	29,428	31,544	107.19%
Community Events	287,632	144,082	143,550	50.1%	80,411	63,671	79.18%
Leisure Services	8,760,828	4,129,847	4,630,981	47.1%	3,884,847	245,000	6.31%
Grants & Aid*	91,528	48,224	43,305	52.7%	21,832	26,392	120.89%
Transfers	2,079,813	1,039,902	1,039,911	50.0%	824,040	215,862	26.20%
Contingency	511,766	-	511,766	0.0%	-	-	0.00%
	\$ 49,185,112	\$ 23,399,166	\$ 25,785,946	47.6%	\$22,153,138	\$ 1,246,028	5.62%

Financial Status Report:
March 2025

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$1.82 million, including \$700,000 in transfers into this fund. \$1.6 million has been received as of March. The growth in miscellaneous income is due to the increase of interest.

Expenditures – A total of \$912,000 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - March 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	1,121,241	1,232,025	(110,784)	109.9%	906,892	325,133	35.9%
Miscellaneous	500	50,531	(50,031)	10106.1%	67,203	(16,672)	-24.8%
Transfers In	700,397	350,196	350,201	50.0%	326,370	23,826	7.3%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	\$ 1,822,138	\$ 1,632,752	\$ 189,386	89.6%	\$ 1,300,465	\$ 332,287	25.55%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Planning	\$ 71,050	\$ 375	\$ 70,675	0.5%	\$ 35,350	\$ (34,975)	-98.9%
Public Works	148,021	331,906	(183,885)	224.2%	36,533	295,373	808.5%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	290,035	580,180	(290,145)	200.0%	148,220	431,960	291.4%
Contingency	1,113,032	-	1,113,032	0.0%	-	-	0.0%
	\$ 1,822,138	\$ 912,461	\$ 909,677	50.1%	\$ 220,102	\$ 692,359	314.56%

Financial Status Report:
March 2025

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.58 million with \$1.2 million received through March 2025 along with \$69,241 in miscellaneous income.

Expenditures – The budget for stormwater expenses is \$3.4 million with \$2.4 million spent to date.

Stormwater Fund Revenues - March 2025

	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2024-25</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2023-24</u>	<u>FY Variance</u>	<u>FY Variance</u>
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,575,000	1,167,134	1,407,866	45.3%	1,299,981	(132,847)	-10.22%
Miscellaneous	100,000	69,241	30,759	69.2%	100,535	(31,293)	-31.13%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	759,247	-	759,247	0.0%	-	-	0.00%
	\$ 3,434,247	\$ 1,236,375	\$ 2,197,872	36.0%	\$ 1,400,515	\$ (164,140)	-11.72%

Stormwater Fund Expenditures

	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2024-25</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2024-24</u>	<u>FY Variance</u>	<u>FY Variance</u>
Maintenance	2,943,118	2,302,522	640,596	78.2%	1,150,996	1,151,526	100.05%
Engineering Support	\$ 210,664	-	\$ 210,664	0.0%	-	\$ -	0.00%
Transfers Out	280,465	140,238	140,227	50.0%	126,996	13,242	10.43%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 3,434,247	\$ 2,442,760	\$ 991,487	71.1%	\$ 1,277,992	\$ 1,164,768	91.14%

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$23.5 million with \$10.5 million collected year to date. The revenue also includes \$450,984 budgeted for transfers, of which \$225,498 has been received.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$26.3 million, with \$12.65 million expended to date. This total also includes \$5.8 million in transfers made through March.

Water/Wastewater Fund Revenues - March 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Water/Sewer Charges	\$ 23,471,000	\$ 10,474,425	\$ 12,996,575	44.6%	\$ 10,994,367	\$ (519,942)	-4.73%
Miscellaneous	60,000	16,847	43,153	28.1%	40,911	(24,064)	0.00%
Transfers In	450,984	225,498	225,486	50.0%	230,898	(5,400)	-2.34%
Intergovernmental	-	-	-	0.0%	22,982	(22,982)	-100.00%
Use of Fund Balance	2,325,903	-	2,325,903	0.0%	-	-	-
	\$ 26,307,887	\$ 10,716,770	\$ 15,591,117	40.7%	\$ 11,289,158	\$ (572,388)	-5.07%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Utility Billing	\$ 1,698,991	\$ 826,581	\$ 872,410	48.7%	\$ 1,008,371	\$ (181,790)	-18.03%
Water Production	5,175,140	2,349,254	2,825,886	45.4%	2,322,424	26,830	1.16%
Water Distribution	1,720,373	862,923	857,450	50.2%	748,587	114,336	15.27%
Wastewater Treatment	4,439,203	1,954,550	2,484,653	44.0%	1,921,041	33,510	1.74%
Wastewater Collection	1,639,761	819,408	820,353	50.0%	854,856	(35,448)	-4.15%
W&S Engineering	-	23,579	(23,579)		5,462,742	-	0.00%
Transfers Out	11,634,419	5,817,210	5,817,209	50.0%	-	(6,500,811)	0.00%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 26,307,887	\$ 12,653,506	\$ 13,654,381	48.1%	\$ 12,318,021	\$ (6,543,372)	-53.12%

Financial Status Report:
March 2025

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, \$5.4 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2025 are \$13.4 million. \$6.4 million has been expended as of March. Year to year variance due to Hurricane expenses.

Solid Waste Fund Revenues - March 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Franchise Fees	\$ 1,864,304	\$ 894,929	\$ 969,375	48.0%	\$ 928,490	\$ (33,561)	-3.61%
User Fees	11,542,000	5,428,754	\$ 6,113,246	47.0%	5,742,809	(314,055)	-5.47%
Miscellaneous	1,000	16,166	\$ (15,166)	1616.6%	10,460	5,707	54.56%
Intergovernmental	-	-	\$ -	0.0%	1,997,893	-	0.00%
Use of Fund Balance	-	-	\$ -	0.0%	-	-	0.00%
	<u>\$ 13,407,304</u>	<u>\$ 6,339,849</u>	<u>\$ 7,067,455</u>	<u>47.3%</u>	<u>\$ 8,679,651</u>	<u>\$ (341,909)</u>	<u>-3.94%</u>

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Collection & Disposal	\$ 8,796,648	\$ 4,866,990	\$ 3,929,658	55.3%	\$ 4,292,440	\$ 574,550	13.39%
Recycling	1,309,300	686,819	622,481	52.5%	634,459	52,361	8.25%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,720,868	860,436	860,432	50.0%	854,736	5,700	0.67%
Contingency	1,580,488	-	1,580,488	0.0%	-	-	0.00%
	<u>\$ 13,407,304</u>	<u>\$ 6,414,246</u>	<u>\$ 6,993,058</u>	<u>47.8%</u>	<u>\$ 5,781,635</u>	<u>\$ 632,610</u>	<u>10.94%</u>

FY 2024-25 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
General Fund				
Revenues				
	Fund Balance	763,000		
	Fund Balance	73,348		
		<u>836,348</u>		
Expenditures				
	Transfer to Fund 317-Magic Forest Playground		65,000	Reso 2025-65 3/4/25
	Transfer to Fund 317-Tennis Courts		75,000	Reso 2025-36 1/21/25
	Transfer to Fund 317-Nova Coummunity Center Activity Room Floor		65,000	Reso 2025-66 3/4/25
	Transfer to Fund 301-Police/EOC Design Phase I		558,000	Reso 2025-29 1/21/25
	Transfer to PARKS 00157206.503403 MILTO		73,348	
			<u>836,348</u>	
CRA				
Revenues				
	Use of Fund Balance	2,524,466		
		<u>2,524,466</u>		
Expenditures				
	Cassen Park Construction		2,524,466	Reso. 2024-207 12/3/24 & 2025-45 2/4/25 & Geotech Work Auth
			<u>2,524,466</u>	
Ormond Crossings				
Revenues				
	Use of Fund Balance	35,000		
		<u>35,000</u>		
Expenditures				
	Flyover Bridge Plan		35,000	Reso 2025-64 3/4/2025
			<u>35,000</u>	
Stormwater				
Revenues				
	Use of Fund Balance	802,500		
		<u>802,500</u>		
Expenditures				
	Rio Storm Drain Pipe		134,000	Reso 2025-43 1/21/25
	OBSC Drainage		484,500	Reappropriation from FY 23-24
	515 Hand Avenue Emergency Repair		8,000	4/1/2025
	Fleming Avenue Stormwater Improvements		176,000	Reso 2025-56 2/18/25
			<u>802,500</u>	
Airport				
Revenues				
	Use of Fund Balance	24,000		
		<u>24,000</u>		
Expenditures				
	Civil Air Patrol Building Utilities		24,000	
			<u>24,000</u>	
Economic Development Fund				
Revenues				
		-		
Expenditures				
			-	
Pension Pass Thru				
Revenues				
		-		
Expenditures				
			-	
Recreation Facility Fee Fund				
Revenues				
		-		
Expenditures				
			-	

FY 2024-25 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Debt Service Fund				
Revenues				
		-		
Expenditures				
			-	
General Capital Improvements				
Revenues				
	Use of Fund Balance	888,661		
	Transfer from General Fund-Police EOC	558,000		
	Bond Proceeds	(558,000)		
	Assistance to Firefighters Grant	34,070		
	CDBG Grant	29,919		
		952,650		
Expenditures				
	ARBFP Seawall Design		4,000	
	Ames House Renovation MILTON		522,323	
	Police Department HVAC Upgrades		5,000	Reappropriation from FY 2023-24
	Commission Chambers AV Retrofit		24,930	Work Authorization
	Commission Chambers AV Retrofit		15,000	Work Authorization
	Commission Chambers AV-Additional Work		19,000	Reso 2024-215 12/3/24
	Fortunato Repairs MILTON		5,000	Emergency Procurement
	Riviera Park Repairs MILTON		5,000	Emergency Procurement
	PAC Bench Replacement		3,000	
	Fire Station Alerting System		87,000	Reso 2025-51 2/4/25
	Fire Department Washers/Dryers		37,478	Reso 2024-31 3/4/24
	Hope Place Contribution		29,919	Reso 2025-49 2/4/25
	Engineering & Planning Department Renovation		195,000	Reso 2025-40 3/4/25
			952,650	
General Capital Vehicle/Equipment				
Revenues				
	Use of Fund Balance	79,000		
		79,000		
Expenditures				
	Streets Tractor #472		73,000	Damaged
	Inspector Vehicles (#154, 160)		6,000	Additional funding based on actual cost
			79,000	
Public Safety				
Revenues				
	Use of Fund	10,100		
	Transfer from Fund 504-General Liability Fund	61,000		
		71,100		
Expenditures				
	JAG 24 Project---30552102.505110 License Plate Reader		10,100	Reso#24-178
	Patrol Vehicle P41		61,000	Damaged
			71,100	
Transportation				
Revenues				
	Use of Fund Balance	41,750		
		41,750		
Expenditures				
	Transportation Consulting		30,000	Reappropriation from FY 2023-24
	Main Trail Bridge Assessment		3,750	Emergency procurement
	Street Lighting		8,000	Street Lighting
			41,750	

FY 2024-25 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
Facilities R&R				
Revenues				
	Use of Fund Balance	254,205		
	Transfer from General Fund	205,000		
	FEMA	603,750		Magic Forest Playground
		<u>1,062,955</u>		
Expenditures				
	PAC Roof Repair		34,144	Reso. 2024-197
	NOVA Floor Demolition 317695		65,000	Reso 2025-66 3/4/25
	Fire Station 91 Electric Panel Repair		18,000	Emergency Repair
	Magic Forest Playground		105,000	Emergency Repair 2/4/25
	Tennis Court Reconstruction		600,000	Reso 2025-36 1/21/25
	Fire Station 92 Bay Floors		22,463	Carryforward from FY 2023-24
	Central Park I Playground		19,000	Carryforward from FY 2023-24
	OBSC Limitless Playground		42,000	Carryforward from FY 2023-24
	Engineering Department Roof		48,000	Carryforward from FY 2023-24
	Nova Sports Complex Shade Structure		73,200	Carryforward from FY 2023-24
	Miscellaneous Park Repairs under \$25,000		15,148	Carryforward from FY 2023-24
	OBSC Pump Replacements		21,000	Emergency repair
			<u>1,062,955</u>	
Leisure Services Capital Revenue				
Revenues				
			-	
Expenditures				
			-	
WWW Operating				
Revenues				
	Use of Fund Balance	50,000		
		<u>50,000</u>		
Expenditures				
	PEP Tanks		50,000	
			<u>50,000</u>	
WWW Vehicles & Equipment				
Revenues				
	Transfer from Fund 504-General Liability	127,000		
		<u>127,000</u>		
Expenditures				
	Replace Truck damaged by fallen tree (Milton)		38,000	Reso 2025-43 1/21/25
	Utility Billing Vehicle		41,000	Emergency Procurement
	Vehicle for new Locate Position		48,000	Reappropriation from prior year
			<u>127,000</u>	
WWW Capital Impr.				
Revenues				
	Fund Balance	1,910,373		
		<u>1,910,373</u>		
Expenditures				
	Williamson Underground		497,095	RESO#2024-183
	409297 Clarifier		46,000	
	Riverside Drive Milton Forcemain 409299		124,775	RESO#2024-212
	WRF Sunscreen Replacement (MILTON)		16,000	
	Consumptive Use Permit Consulting		25,000	
	WRF Roof Repairs		79,600	
	PEP Tank Reconstruction MILTON		333,000	Reso 2025-41 1/21/25
	PW HVAC SYSTEM		23,903	NONE
	Clarifier Covers MILTON		55,000	Reso 2025-42 1/21/25
	A1A Utility Relocate		530,000	Reso 2024-162
	WRF Barscreen Rebuild		180,000	Resp 2024-198 11/6/24
			<u>1,910,373</u>	

FY 2024-25 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
Reclaimed Water Impact Fee Fund				
Revenues				
		-		
Expenditures				
			-	
Water Impact Fee Fund				
Revenues				
	Use of Fund Balance	4,554,000		
		<u>4,554,000</u>		
Expenditures				
	Hudson Welfield		4,554,000	Reso 2024- 1/7/2025 & Reso 2025-53 2/18/25
			<u>4,554,000</u>	
Wastewater Impact Fee Fund				
Revenues				
	Fund Balance	1,483,813		
		<u>1,483,813</u>		
Expenditures				
	Riverside Drive Emergency Repair		40,000	
	Riverside Drive Force Main Replacement		990,000	Reso 2025-54 2/18/25
	WRF UV Conversion Construction Design		13,813	Reappropriate from prior year
	Halifax River Forcemain Crossing		440,000	Reso 2024-164
			<u>1,483,813</u>	
2024 Water & Wastewater Bonds				
Revenues				
	Use of Fund Balance (Bond Proceeds)	11,749,830		
		<u>11,749,830</u>		
Expenditures				
	SR40 & Airport Road Forcemain Loop Construction		4,525,370	Reso. 2024-199
	SR40 & Airport Road Forcemain Loop Construction Admin.		83,625	Res. 2024-211
	WRF UV Conversion Construction Admin.		7,140,835	Reso. 2024-149, 2024-150
			<u>11,749,830</u>	
General Liability				
Revenues				
	Fund Balance	161,510		
	Reimbursement by Insurance	38,000		
		<u>199,510</u>		
Expenditures				
	Tranfer to Fund 408-Water & Wastewater Vehicle Fund		38,000	Vehicle damaged by fallen tree
	Lease Agreement for relocation of Legal Department		100,510	Reso 2025-43 1/21/25
	Transfer to Fund 305-Public Safety Vehicle Fund		61,000	
			<u>199,510</u>	
		<u>26,504,295</u>	<u>26,504,295</u>	
		<u>146,625,411</u>	<u>146,625,411</u>	

CIP Status Report as of April 25, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements- Coleman Goodemote Construction		Design/Bidding	100%		\$ 203,000	\$ 202,155	100%
		Construction	40%		\$ 865,000	\$ 2,449,071	29%
		Total			\$ 1,068,000	\$ 2,651,226	
Downtown Upgrades/Impvmnts - SR40 Median Landscaping Renovation US1-A1A		Design/Bidding	95%			In-House	
		Construction	0%		\$ 120,000		
		Total			\$ 120,000	\$ -	
Downtown East Granada Utility Undergrounding - Economy Electric		Design/Bidding	100%		\$ 20,000	\$ 27,500	100%
		Construction	41%		\$ 100,000	\$ 991,928	41%
		Total			\$ 120,000	\$ 1,019,428	
Fund 107 - Stormwater							
Fleming Avenue Stormwater Improvements - Built Rite Construction of Central FL	HMGP	Design/Bidding	100%			\$ 907,896	100%
		Construction	51%			\$ 2,249,060	48%
		Total			\$ -	\$ 3,156,956	
FY 24/25 Stornwater Construction - Ormond Shores Park SW Pond Repair-GPS Civil Construction		Design/Bidding	100%			In-House	
		Construction	0%			\$ 142,250	
		Total				\$ 142,250	
OBSC SW Pond Expansion		Design/Bidding	95%		\$ 64,500	\$ 62,880	94%
		Construction	0%		\$ 420,450		
		Total			\$ 484,950	\$ 62,880	
Fleming Avenue Pump Station & Force Main	HMGP Pending	Design/Bidding	100%				
		Construction	0%				
		Total			\$ -	\$ -	
Fund 108 - Airport							
Crosswind Business Park	FDOT	Design/Bidding	43%		\$ -	\$ 211,570	43%
		Construction	0%				
		Total			\$ -	\$ 211,570	
Fund 110 - Economic Development							
Runway Drive Ph II - JD Weber Construction	FL Commerce & FDOT	Design/Bidding	100%		\$ 195,000	\$ 104,695	100%
		Construction	100%		\$ 1,112,000	\$ 2,855,055	95%
		Total			\$ 1,307,000	\$ 2,959,750	
Fund 301 - General Fund							
Military Blvd Sidewalk	CDBG	Design/Bidding	95%			In-House	
		Construction	0%				
		Total			\$ -	\$ -	
Division Avenue Sidewalk-North Side	CDBG	Design/Bidding	95%			In-House	
		Construction	0%				
		Total			\$ -	\$ -	
Central Park Wood Boardwalk & Concrete Trail	CDBG	Design/Bidding	95%			In-House	
		Construction	0%				
		Total			\$ -	\$ -	
Fund 317 - Facility R & R Fund							
Central Park 1 Playground Equipment Replacement - KorKat		Design/Bidding	100%			In-House	
		Construction	80%		\$ 40,000	\$ 39,997	0%
		Total			\$ 40,000		

CIP Status Report as of April 25, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 409 - Water/Wastewater System Improvements							
Lift Station Backup Pumps - Thompson Pump & US Water Services Corp	HMGP	Design/Bidding	100%			In-House	
		Construction	56%		\$ 455,284	56%	
		Total		\$ -	\$ 455,284		
2-In Water Main Replacement Ph IV North Peninsula - Clearwater Solutions		Design/Bidding	100%	2/6/2024	\$ 200,000	\$ 199,872	100%
		Construction	75%		\$ 2,600,000	\$ 2,503,478	69%
		Total		\$ 2,800,000	\$ 2,703,350		
SR40 WM Loop with FM Addition - JD Weber Construction	FDEP	Design/Bidding	100%		\$ 75,000	\$ 104,275	100%
		Construction	25%		\$ 6,205,000	\$ 4,525,370	17%
		Total		\$ 6,280,000	\$ 4,629,645		
A1A Utility Relocation - All State Civil Construction		Design/Bidding	100%			In-House	
		Construction	55%		\$ -	\$ 530,000	53%
		Total		\$ -	\$ 530,000		
Fund 433 - Reuse Impact Fee Fund							
Airport Road Reclaimed Water Main PH 2	SJRWMD & FDEP	Design/Bidding	80%			In-House	
		Construction	0%				
		Total					
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion - Hazen Construction		Design/Bidding	100%		\$ 300,000	\$ 292,964	100%
		Construction	0%		\$ 1,300,000	\$ 4,317,575	0%
		Total		\$ 1,600,000	\$ 4,610,539		
Halifax River Utility Crossing		Design/Bidding	20%		\$ 480,000	\$ 438,614	13%
		Construction	0%		\$ 5,680,000		
		Total		\$ 6,160,000	\$ 438,614		
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	10%		\$ 160,000	\$ 148,079	10%
		Construction	0%		\$ 1,440,000		0%
		Total		\$ 1,600,000	\$ 148,079		
WRF Ultraviolet Disinfection Conversion - SGS Contracting Services	FDEP (const only)	Design/Bidding	100%		\$ 270,000	\$ 272,800	100%
		Construction	14%		\$ 2,430,000	\$ 6,904,700	14%
		Total		\$ 2,700,000	\$ 7,177,500		
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian-ARBP Seawall		Design/Bidding	100%			\$ 93,965	100%
		Construction	0%		\$ -	\$ 2,136,309	0%
		Total		\$ -	\$ 2,230,274		
Hurricanes MILTON - FEMA							
Hurricane Milton-Tennis Center Clay Court Resurfacing-J Courts		Design/Bidding	100%			In-House	
		Construction	95%		\$ -	\$ 600,000	0%
		Total		\$ -	\$ 600,000		
Hurricane Milton-Osceola Elementary Pavilion Replacement		Design/Bidding	95%			In-House	
		Construction	Project on Hold		\$ -		
		Total		\$ -	\$ -		

CIP Status Report as of April 25, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Annual Projects Fund 107 - Stormwater							
2024 Stormwater Pipe Lining - Hinterland Group		Design/Bidding	100%			In-House	
		Construction	80%		\$ 950,000	\$ 575,150	0%
		Total			\$ 950,000	\$ 575,150	
Annual Projects Fund 308 - Transportation							
2025 Road Resurfacing		Design/Bidding	95%			In-House	
		Construction	0%		\$ -		
		Total			\$ -	\$ -	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation - 4P		Design/Bidding	85%		\$ 165,000	\$ 164,612	82%
		Construction	0%				
		Total			\$ 165,000	\$ 164,612	



Economic Development Monthly Report

April 2025

Ormond Beach
March Employment

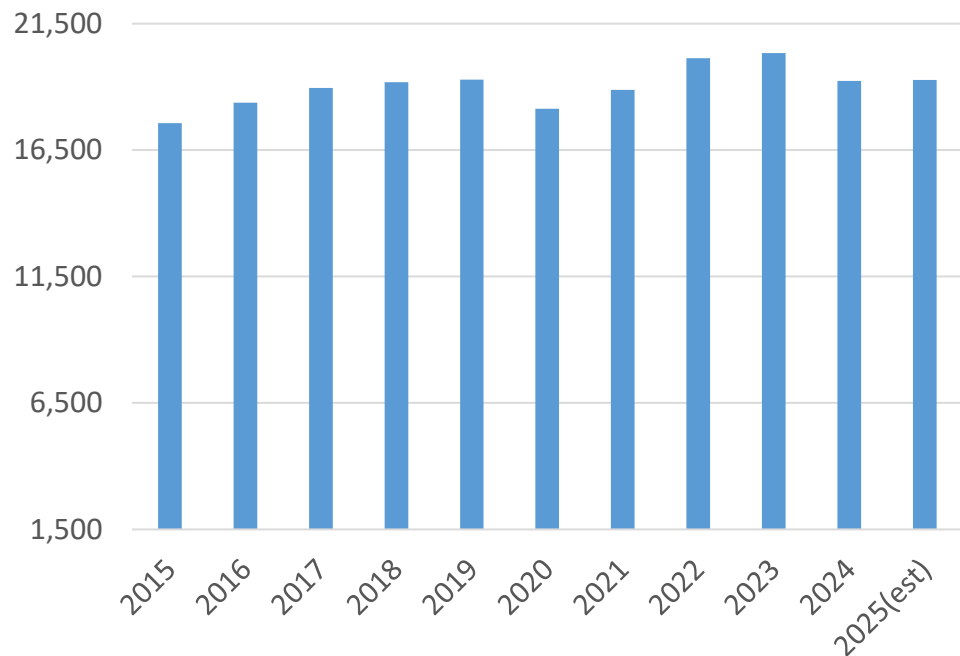
19,270

Down .3% year over year

Ormond Beach
Unemployment Rate

3.7%

Ormond Beach Employment Trend



Notes and Updates:

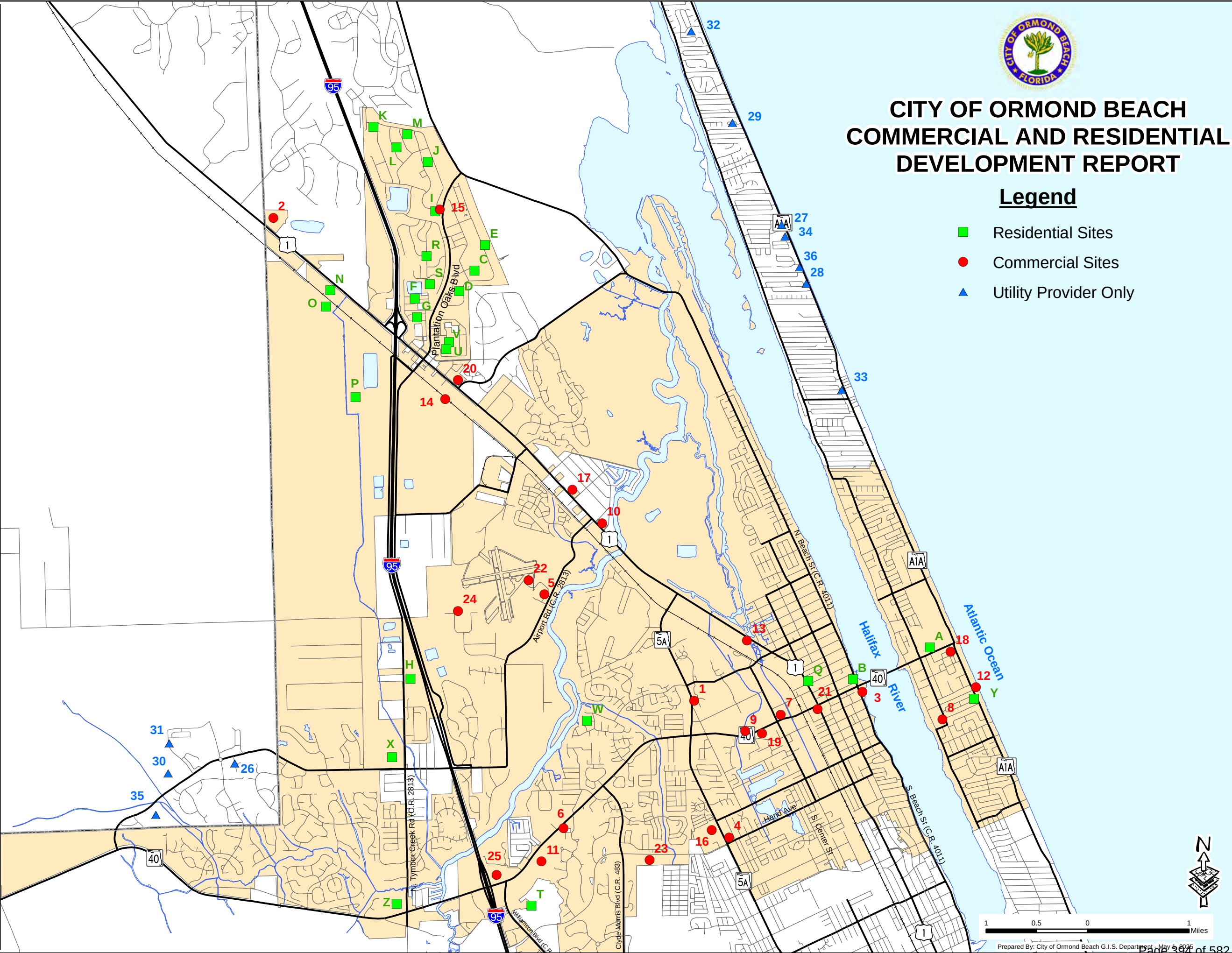
- **Employment for March** was 19,270 down 0.3% from the same month last year. Employment is up 194 jobs since January. There were 520 job postings in March – leading industries posting Health Care, Retail Trade, Admin Support Services, Leisure/Hospitality and Professional/Scientific Services.
- **In March, the City** issued 23 BTR, 16 for commercial businesses and 7 for home occupations.
- **The Economic Development Department celebrated** the graduation celebration of 13 entrepreneurs who completed the StartUp & Grow Ormond Beach FastTrac Program. We are very proud of their accomplishments and look forward to supporting their continued growth in the city.
- **Construction is complete** on Business Park Drive in the Airport Business Park. This road now provides a secondary collector road allowing for improved logistics for existing businesses in the park and provide for additional opportunities of expansion and relocation of target industry to the business park.
- **A recent report from BrokerChooser**, an online platform dedicated to brokerage analysis, ranked Florida as one of the top five states in the country for startups and businesses seeking funding. Florida came in at No. 4 with \$57 billion in the state from 41,893 investors. <https://tinyurl.com/594nzt7d>



CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only



RESIDENTIAL PROJECTS

- A 121 East
- B 40 North Beach Street
- C Archers Mill Phase 3
- D Archers Mill Phase 4
- E Archers Mill Phase 5
- F Bradford Lakes
- G Bradford Park
- H Enclave
- I Fountain View - Amenity Center
- J Fountain View Phase 1C
- K Fountain View Phase 1D
- L Fountain View Phase 1E
- M Fountain View Phase 1F
- N Ormond Crossings Phase 1
- O Ormond Crossing/Tymber Creek Flyover
- P Ormond Crossings Watermain Extension
- Q Ormond Enclave
- R Plantation Oaks - 2C
- S Plantation Oaks - 2D
- T Regal Multifamily
- U Ridgehaven
- V Ridgehaven Amenity Center
- W Rivell Subdivision
- X Tattersall at Tymber Creek
- Y Tides Edge
- Z Tymber Creek Apartments

COMMERCIAL PROJECTS

- 1 155 North Nova Rd
- 2 A&M Frozen
- 3 Cassen Park
- 4 Circle-K
- 5 Civil Air Patrol Building
- 6 Complete Cardiology Expansion
- 7 Ellianos OB Granada Blvd
- 8 First United Methodist
- 9 IHOP
- 10 Lentz Medical Spa
- 11 Lowes Outdoor Storage
- 12 Ormond Beach Holdings LLC
- 13 Ormond Beach Self Storage
- 14 Ormond Crossings - Pine Tree Flyover
- 15 PO OB - Neighborhood Commerical
- 16 Prince of Peace
- 17 Public House Restaurant
- 18 Salty Church Remodal
- 19 Shoppes at Granada Pointe
- 20 Stor - It
- 21 Sunbros
- 22 Tomlinson Aviation
- 23 Tomoka Christian Church
- 24 Valiant Diner Phase 4
- 25 Walmart Expansion

ORMOND BEACH - UTILITY PROVIDER ONLY

- 26 Amberwoods
- 27 Baileys by the Sea
- 28 Baileys by the Sea 2
- 29 Beachview Cove
- 30 Brookside at Ormond Station
- 31 Garden Side Phase 2
- 32 North Peninsula WWTP
- 33 Ocean Shore Plaza Sewer
- 34 Seascape
- 35 Woodside
- 36 Villas at Spanish Waters

City of Ormond Beach Commercial Development Report, as of May 1, 2025

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

Change in project status

Projects reviewed last month

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	155 N. NOVA ROAD 155 N. Nova Road PZ-2025-000161	Special Exception sign variance to allow for the replacement of a former pylon sign on the subject property.	04.16.25	In Review				Not applicable	06.12.25	07.22.25			None	Not applied	Not applied	Not applied	Not applied		A = Cobb Cole O = Dr. Long Jr. & Janet Long
2	A & M FROZEN 1899 North US Highway 1 SPRC-2024-000031	Site building expansion of 50,400 square feet of cold storage and associated site improvements.	04.18.24	05.17.24	01.28.25						02.25.25	02.25.27	None	Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = 1899 US HWAY 1, LLC
3	CASSEN PARK 1 S. Beach Street SPRC-2024-000034	Redesign of city owned Cassen Park.	05.17.24	06.09.24	08.01.24	08.27.24		Not applicable	09.12.24 (Approved)	10.15.24 (Approved)	12.12.24	Under Construction	None	Issued 03.14.25	\$796,662	Issued 01.19.25		60%	E = Zev Cohen & Associates O = City of Ormond Beach
4	CIRCLE K - NOVA & HAND 699 South Nova Road SPRC-2024-000051	Demolish existing bank building and construct 5,200 square foot building on 1.88 acres for convenience store with fueling canopy.	12.04.24	12.30.24	03.04.25			02.10.25	Not applicable	Not applicable			None	Not applied	Not applied	Not applied	Not applied		E = Kimley-Horn O = Sun State Petrol I, LLC
5	CIVIL AIR PATROL BUILDING 760 Airport Road SPRC-2024-000048	New classroom building of 864 square feet.	11/27.24	12.10.24				Not applicable	Not applicable	Not applicable	12.24.24	Under Construction	None	Issued 01.13.25	\$80,000	Included in building permit	Included in building permit	50%	APP - City of Ormond Beach
6	COMPLETE CARDIOLOGY EXPANSION 1240 West Granada Boulevard PZ# 2022-090	Enclosing former bank drive through with new building totaling 4,326 square feet and associated site improvements.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23 revision 07.25.23	Under Construction	None	Issued 04.01.23	\$1,726,850	Issued 03.15.23	\$58,000	85%	E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
7	ELLIANOS OB GRANADA BLVD 353 West Granada Boulevard SPRC-2024-000011	Construct an ±800 sf free standing dual drive through only coffee shop in Winn-Dixie shopping center.	01.04.24	01.31.24	05.16.24 2nd 10.27.24 3rd	11.22.24 4th		Not applicable	11.14.24 (Denied)	01.07.25 (Approved)	03.11.25	03.11.27	None	Not applied	Not applied	Not applied	Not applied		E = Gmuer Engineering O = Kjump, Inc.
8	FIRST UNITED METHODIST 336 S. Halifax Drive SPRC-2025-000055	Demolition of the existing gathering building and construction of a new building with associated site improvements.	01.17.25	02.06.25				04.09.25	Required	Required			None	Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = First United Methodist Church
9	IHOP 675 West Granada Boulevard PZ# 2023-023	IHOP restaurant consisting of 3,550 square feet on 1.52 acres.	02.05.23	02.17.23	03.30.23	05.09.23	06.21.23	Not applicable	Not applicable	Not applicable	01.02.24	Under Construction	None	Issued 08.16.24	\$1,600,000	Issued 07.26.24	\$706,743	100%	E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC
10	LENTZ MEDICAL SPA 1031 North US Hwy 1 SPRC-2025-000060	New construction of a 8,673 square feet building on 2.06 acres	03.06.25	03.26.25				Required	Not applicable	Not applicable			None	Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Bluewater Properties, LLC ARC = BPF Design Inc.

City of Ormond Beach Commercial Development Report, as of May 1, 2025

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Change in project status

Projects reviewed last month

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
11	LOWE'S OUTDOOR STORAGE 1340 West Granada Boulevard PZ-2024-000060	Special Exception for outdoor activity and outdoor storage	05.31.24	6.19.24	07.23.24	09.10.24		Not applicable	07.11.24 Approved	09.18.24 Approved			None	Not applied	Not applied	Not applied	Not applied		APP = Storch Law Firm O = Lowes
12	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms.	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 (Approved)	05.24.24	Under Construction	None	Issued 02.29.24	\$34,000,000	Issued 04.12.24	\$1,400,000	70%	E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
13	ORMOND BEACH SELF STORAGE 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable	10.28.23	10.28.25	None	04.04.25	All buildings \$21,365,794	Not applied	Not applied		E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
14	OC PINE TREE FLYOVER 100 Ormond Crossings Boulevard SPRC-2024-000047	Railroad flyover (at Pine Tree Dr Intersection) to the Ormond Crossings development.	11.20.24	12.22.24				Not applicable	Not applicable	Not applicable			None	Not applied	Not applied	Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West
15	PO OB - NEIGHBORHOOD COMMERCIAL 1730 Plantation Oaks Boulevard SPRC-2024-000023	Construction of a 2-story, 25,520 square foot building.	03.13.24	04.12.24	06.19.24			06.10.24	07.11.24 Approved	09.04.24 Approved	11.05.24	Under Construction	None	Not applied	Not applied	Issued 02.27.25	\$478,584	5%	E = Parker Mynchenberg & Associates, Inc.
16	PRINCE OF PEACE 600 South Nova Road SPRC-2025-000057	Construction of a stations of the cross prayer garden and statue of the virgin Mary.	02.06.25	03.02.25				Not applicable	Not applicable	Not applicable			None	Not applied	Not applied	Not applied	Not applied		E = Alann Engineering Group O = Prince of Peace Catholic Church
17	PUBLIC HOUSE RESTAURANT 1113 & 1117 North U.S. Highway 1 PZ-23-00000048	Proposed 6,316 square foot restaurant and site improvements.	04.26.23	05.11.23	08.04.23	11.22.23		10.30.23	Not applicable	Not applicable	01.12.24	01.12.26	None	Not applied	Not applied	Not applied	Not applied		E = Engineered Permits, Inc. O = Lee Munizzi
18	SALTY CHURCH REMODAL 26 Bovard Avenue SPRC-2024-000052	Interior remodel with change of building use.	12.05.24	12.30.24	01.24.25			Not applicable	Not applicable	Not applicable	02.17.25	02.17.27	None	In review	\$328,500	Not applied	Not applied		ARC - Hall and Ogle Architects O = Salty Church
19	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ-23-00000082	Construction of a 21,114 square foot building on 2.52 acres in the Granada Pointe development.	09.22.23	10.6.23	11.18.23	01.12.24		Not applicable	Not applicable	Not applicable	02.16.24	02.16.26	None	Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
20	STOR-IT 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet on 5.26 acres.	08.11.22	08.29.22	11.09.22	03.21.23		11.17.22	12.08.22 Approved	01.24.23 & 02.07.23	04.20.23	Under Construction	None	Issued 10.17.23	\$7,000,000	Issued 06.13.23	\$821,773	85%	E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.

City of Ormond Beach Commercial Development Report, as of May 1, 2025

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

Change in project status		Projects reviewed last month																	
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
21	SUNBROS 14 South Yonge Street SPRC-2024-000043	Redevelopment of site to construct a 250 coffee drive through building.	10.02.24	10.22.24	12.18.24	01.28.25		Not applicable	12.14.24 Approved	01.21.25 Approved	02.06.25	02.06.27	None	Not applied	Not applied	Not applied	Not applied	Pending	E = Zev Cohen & Associates O = D2S Properties, LLC
22	TOMLINSON AVIATION 92 Hanger Way SPRC-2024-000041	Construct two (2) building additions (13,200 SF) to existing buildings.	09.18.24					Not applicable	Not applicable	Not applicable	10.16.24	10.16.26	None	In review	2 Buildings - \$1,247,855	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Tomlinson Aviation
23	TOMOKA CHRISTIAN CHURCH 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square feet building.	12.07.23	12.21.23	02.29.24	04.08.24	05.22.24	02.22.24	03.14.24 (Approved)	04.16.24 (Approved)	08.18.24	Under Construction	None	Not applied	Not applied	Issued 10.15.24	\$150,000	15%	E = Zev Cohen & Associates O = Tomoka Christian Church
24	VALIANT DINER, PHASE 4 15 W Tower Circle PZ-22-027	Phase 4 building of 11,500 square feet.	Previously approved								11.14.22	Under Construction	None	Issued 12.21.23	\$1,279,800	Approved	\$150,000	98%	E = Zev Cohen & Associates, Inc. O = Valiant Equipment, LLC
25	WAL-MART EXPANSION 1521 West Granada Boulevard SPRC-2024-000053	Expansion of 4,752 square feet to support online pickup area.	12.10.24	01.08.25				02.20.25	Continued - To be determined				None	Not applied	Not applied	Not applied	Not applied		E = CPH O = Wal-Mart Stores, Inc.

City of Ormond Beach As Utility Provider Only Development Report, as of May 1, 2025

		Change in project status					Projects reviewed last month							
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
26	AMBERWOODS Flagler County PZ-23-00000078	Utility connection, Flagler County for 40 lots on 14.39 acres	07.31.23	08.15.23	11.06.23	12.18.23		01.12.24	Under Construction	None	Issued 08.26.24	\$1,526,866 (Utilities Only)	50%	E = Alann Engineering Group O = U.S. Capital Alliance, LLC
27	BAILEYS BY THE SEA 2360 Ocean Shore Boulevard SPRC-2024-000003	Utility connection, Ormond By the Sea, 5 multi-family buildings units with 32 total units	11.02.23					11.26.23	Under Construction	None	Issued 07.19.24	\$536,995 (Utilities only)	50%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
28	BAILEYS BY THE SEA 2 2020 Ocean Shore Boulevard SPRC-2024-000026	Utility connection, Ormond By the Sea, 2 multi-family buildings units with 8 total units	03.27.24	04.19.24				07.26.24	Under Construction	None	Issued 12.16.24	\$207,442 (Utilities Only)	50%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
29	BEACHVIEW COVE 2960 Ocean Shore Boulevard PZ #2021-094	Utility connection of 28 lots on 7.81 acres in Ormond by the Sea area.	08.19.21	09.06.21	10.01.21	10.31.21	09.24.23 revision	11.22.21	Under Construction	None	Issued 10.18.2023	\$711,679 (Utilities Only)	90%	E = Alliant engineering, Inc. O = Seagate Communities, LLC
30	BROOKSIDE AT ORMOND STATION Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres	11.21.23	12.11.23				05.17.24	05.17.26	None	Not applied	Not applied		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
31	GARDEN SIDE, PHASE II Flagler County SPRC-2024-000021	Flagler County utility connection, 89 lots on 40.145 acres	03.05.24	04.04.24	08.23.24			11.15.24	11.15.26	None	Not applied	Not applied		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
32	NORTH PENINSULA WWTP SPRC-2024-000027 16 Seabridge Drive	Converting the existing WWTP to City owned and maintained master lift station and associated 6-in FM from Seabridge development to connection on A1A.	04.02.24	04.24.24	07.15.24			09.10.24	09.10.26	None	Not applied	Not applied		E = Kimley-Horn and Associates APP = Central States Water Resources, Inc.
33	OCEAN SHORE PLAZA SEWER 1452 Ocean Shore Boulevard SPRC-2024-000025	Construction of new private lift station to connect to city sewer in Ormond by the Sea	03.21.24	04.17.24				05.13.24	05.13.26	None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ocean Shore Plaza
34	SEASCAPE SPRC-2025-000062 2290 Ocean Shore Boulevard	Proposed private lift station and approximately 500 LF of 2" force main to connect to public force main	03.17.25	04.03.25						None	Not applied	Not applied		E = Kimley-Horn and Associates, Inc. O = Seascape Condo
35	WOODSIDE PZ-23-00000090 Flagler County	Utility connection for 63 single-family homes. Flagler County (Hunter's Ridge).	10.19.23	11.06.23	03.04.24			05.06.24	Under Construction	None	Issued 08.26.24	\$1,526,866 (Utilities Only)	85%	E = Alann Engineering Group O = U.S. Capital Alliance, LLC
36	VILLAS AT SPANISH WATERS 2120 Ocean Shore Boulevard PZ# 2023-053	Volusia County project. Provide utilities for an 18 unit townhome project	05.04.23					05.24.23	05.24.25	None	Not applied	Not applied		E = The Performance Group O = Coquina Dunes, LLC

City of Ormond Beach Residential Development Report, as of May 1, 2025

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status					Projects reviewed last month										E or Arc = Project Engineer or Architect O = Owner A = Applicant
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	
A	121 EAST 121 East Granada Boulevard PZ-22-00000098	Development of 24 multi-family units	08.12.22	09.01.22	05.17.23	08.23.23		03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23 (Approved)			None	Early Review	\$15,000,000		E = Zev Cohen & Associates O = Dime Rock Properties, LLC ARC = William Chapin
B	40 NORTH BEACH STREET 40 North Beach Street SPRC-2025-000059	Addition of two residential units and converting existing building to residential unit.	02.27.25	03.19.25				Required	Required	Required			None	Not applied	Not applied		E = Newkirk Engineering, Inc O - EADS Commercial Properties, LLC ARC = The Trilegacy Group
C	ARCHER'S MILL, PHASE 3 3016 Bonspiel Drive PZ-23-00000052	Preliminary Plat. 59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.24.23	08.08.23	09.15.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	10.17.23	10.17.25	None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	ARCHER'S MILL, PHASE 4 3015 Arch Avenue PZ-23-00000059	Preliminary Plat. 111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.30.23	10.23.25	None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	ARCHER'S MILL, PHASE 5 3343 Bonspiel Drive PZ-23-00000060	Preliminary Plat. 114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23	Under Construction	None	Issued 11.27.23	\$1,225,490.57	95%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	BRADFORD LAKES 140 Bradford Lakes Way PZ-23-00000042	Preliminary Plat. 80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4). Plat recorded.	03.23.23	05.01.23 1st 07.19.23 2nd	09.15.23 3rd	11.22.23 4th 02.07.24 5th	02.29.24 6th	Not Required	08.10.23 (Approved)	09.20.23 (Approved)	03.08.24	Under Construction	None	Issued 05.08.24	\$3,586,560.00	90%	E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
G	BRADFORD PARK 1175 Bradford Park Way SPRC-2024-000012	Preliminary Plat. 180 townhomes and associated site improvements on 25.31 acres. Plat recorded.	07.06.23	07.31.23	09.15.23	10.19.23 3rd 12.21.23 4th		Not Required	01.11.24 (Approved)	2.20.23 (Approved)	03.04.24	Under Construction	None	Issued 05.08.24	\$2,855,823.00	85%	E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
H	ENCLAVE 475 Tymber Creek Road PZ-2023-000066	Preliminary Plat. 12 lots on 26.17 acres.	06.05.21	06.15.23	08.08.23	07.26.24		Not Required	09.14.23 (Approved)	10.17.23 (Approved)	10.30.24	Under Construction	None	Issued 02.01.25	\$634,871	50%	E = Zev Cohen & Associates, Inc. O = Paylin Tymber 1 and 2, LLC
H	ENCLAVE 475 Tymber Creek Road PZ-2025-000138	Final Plat.12 lots on 26.17 acres.	02.24.25	03.14.25				Not Required	04.10.25	05.20.25 06.03.25		See Above	None	See Above	See Above	See Above	E = Zev Cohen & Associates, Inc. O = Paylin Tymber 1 and 2, LLC
I	FOUNTAIN VIEW, AMENITY CENTER 1400 Fountain View Street SPRC-2024-000022	A 5,040 square foot amenity center with pool and associated improvements	03.07.24	03.30.24	06.21.24			Not Required	Not Required	Not Required	07.07.24	Under Construction	None	Pending	\$780,000 (building)	15%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

City of Ormond Beach Residential Development Report, as of May 1, 2025

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		Change in project status				Projects reviewed last month											
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
J	FOUNTAIN VIEW PHASE 1C 1160 Fountain View Street SPRC-2024-000007	Preliminary Plat. 141 lots on 90.33 acres, Plantation Oaks PRD (Phase 1)	12.11.23	01.10.24	03.01.24			Not Required	02.08.24	04.02.24	05.06.24	05.06.26	None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
J	FOUNTAIN VIEW PHASE 1C 1160 Fountain View Street PZ-2025-000137	Final Plat. 141 lots on 90.33 acres, Plantation Oaks PRD (Phase 1)	02.20.25	03.14.25				Not Required	04.10.25	05.20.25 06.03.25		See Above	None	See Above	See Above	See Above	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
K	FOUNTAIN VIEW PHASE 1D 1789 Houmas Street SPRC-2024-0000016	Preliminary Plat. 103 lots on 62.14 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.15.24				Not Required	04.11.24 (Approved)	05.21.24 (Approved)			None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
L	FOUNTAIN VIEW PHASE 1E 1587 Nottoway Circle SPRC-2024-0000017	Preliminary Plat. 110 lots on 36.20 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.18.24				Not Required	04.11.24 (Approved)	05.21.24 (Approved)			None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
M	FOUNTAIN VIEW PHASE 1F 1130 Evelyton Lane SPRC-2024-0000018	Preliminary Plat. 97 lots on 32.13 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.21.24				Not Required	04.11.24 (Approved)	06.04.24 (Approved)			None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
N	ORMOND CROSSINGS, PHASE 1 1700 N US 1 Highway SPRC-2024-0000050	Preliminary Plat. 444 lots on 252.16.	12.03.24	01.02.25	03.27.25			Not Required	Required	Required			None	Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
O	OC TYMBER CREEK FLYOVER 100 Ormond Crossings Boulevard SPRC-2024-000044	Railroad flyover (at new Tymber Creek Road) to the Ormond Crossings development.	11.21.24	12.22.24	04.07.25			Not applicable	Not applicable	Not applicable			None	Not applied	Not applied	Not applied	Not applied
P	OC WATERMAIN EXTENSION 1030 North Tymber Creek Road SPRC-2024-000049	Ormond Crossings. Construction of approximately 18,000 LF of 16" PVC water main along North Tymber Creek Road.	12.03.24	12.30.24	03.21.25	In Review		Not Required	Not Required	Not Required			None	Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
Q	ORMOND ENCLAVE 135 North Yonge Street PZ-21-00000079	Construct 64 unit multi family apartment complex.	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23 (Approved)			None	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design
R	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construction	None	Issued 09.17.21	\$3,044,572	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

City of Ormond Beach Residential Development Report, as of May 1, 2025

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		Change in project status					Projects reviewed last month										
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
S	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construction	None	Issued 09.17.21	\$1,784,746	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
T	REGAL MULTIFAMILY 215 Williamson Boulevard PZ# 2022-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.11.22	07.20.22	09.21.22	10.19.22 11.20.22 12.11.22 02.02.23	Not Required	06.09.22 (Approved)	07.19.22 & 08.03.22 (Approved)	02.01.23	02.01.25, Expired	None	Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
U	RIDGEHAVEN 1066 Cliffhaven Court PZ# 2022-061	Preliminary Plat. 84 duplex units and 202 single-family lots on 103.45 acres. Final plat recorded.	05.23.22	06.13.22	10.14.22	12.20.22	02.03.23 07.26.22 09.20.23	Completed	04.13.23 (Approved)	05.16.23 & 06.06.23 (Approved)	10.17.23 Revision 02.01.24	Under Construction	None	Issued 12.21.23	\$6,950,757	100%	E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
V	RIDGEHAVEN AMENITY CENTER 1066 Cliffhaven Court SPRC-2024-000032	The project consists of modifying the amenity area site plan	04.23.24	05.17.24	07.12.24			Not Required	Not Required	Not Required	09.04.24	09.04.26	None	Under Review	Under Review		E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
W	RIVELL SUBDIVISION 100 Rivell Trail SPRC-2024-0000014	Residential subdivision converting one 5.16 acre lot into 4 lots of record	02.05.24	03.07.24	11.27.24			Not Required	Required	Required			None	Not applied	Not applied		E = Newkirk Engineering, Inc O = Marie Lilienstern
X	TATTERSALL AT TYMBER CREEK TyMBER Creek Road and Airport Road PZ# 2023-041	Preliminary Plat. 129 lot subdivision and associated site improvements.	03.14.23	05.01.23	11.14.23	1.29.24 03.06.24	05.22.24	01.18.24	02.08.24 (Approved)	05.07.24 (Approved)	06.12.24	06.12.26	None	Issued 04.14.25	\$6,237,383.00	5%	E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
Y	TIDES EDGE 300 South Atlantic Avenue PZ# 2022-018	Preliminary Plat, 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12.05.22	01.10.23 & 01.24.23	03.27.23	Under Construction	None	Approved	\$718,460	90%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
Z	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard SPRC -2024-000015	270 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	3.4.24				06.08.22	12.08.22 Denial	05.16.23 & 06.06.23 (Approved)	03.20.24	03.30.26	None	Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

Planning public hearing items

City Commission items, City Commission Chambers of City Hall at 7:00 P.M.					
File Number	Item	Description	Planning Board	City Commission, 1st or only	City Commission, 2nd reading
NA	2025 Floodplain Management Annual Progress Report	This is the annual progress report on the status of the Integrated Floodplain Management Plan implementation, which is required to continue participation in the National Flood Insurance Program (NFIP). The City is a Community Rating System community and is currently rated as a 5, which provides a 25% flood insurance discount to policyholders. The City can receive additional Community Rating System points by participating in the development of the Volusia County Integrated Floodplain Management Plan to reduce flood damage, strengthen and support the National Flood Insurance Program insurance aspects, and encourage a comprehensive approach to flood management. This annual progress report also fulfills the Community Rating System (CRS) criteria, which qualifies Ormond Beach property owners in floodplains for reduced rates on flood insurance.	NA	05.06.2025 Disposition item	NA
PZ-2025-138	Enclave Subdivision, Final Plat	This is an application submitted by Paylin Tymber 1 and 2, LLC, for a final plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. The property is located at 475 North Tymber Creek Road.	Approved (6-0)	05.20.2025	06.03.2025
PZ-2025-137	Fountain View, Phase 1C Final Plat	This is an application submitted from Plantation Oaks of Ormond Beach, LLC, for a final plat for a 141-lot single-family subdivision on approximately 90.33 acres. The Fountain View, Phase 1C subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard.	Approved (6-0)	05.20.2025	06.03.2025
Note: City Commission items are based upon the best information available as of the publishing of this report and are subject to change. City Commission agendas are available at: https://ormondbeach.igm2.com/citizens/default.aspx? . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Board of Adjustment and Appeals - May 7, 2025, City Commission Chambers of City Hall at 6:00 P.M.		
PZ-2025-148	569 North Halifax Drive	Application of Robin and Jose Francisco, property owners of 569 N. Halifax Drive. Chapter 3, Article III of the Land Development Code (LDC), Section 3-25.C.1., requires that in all districts, no point of access shall be allowed at the intersections of two (2) streets, as classified in the comprehensive plan. N. Halifax Drive is classified as a major collector roadway and requires a 60' setback from the intersection. Golfview is classified as a local roadway and requires a 50' setback from the intersection. The applicant is requesting to replace the driveway access points in the same location as they have existed prior. Based on the existing location, the applicant is requesting two variances for both points of access to the property as follows: Variance A: Point of Access on N. Halifax Drive requires a 60' setback, applicant is requesting a setback of 40' requiring a variance of 20'. Variance B: Point of Access on Golfview Lane requires a 50' setback, applicant is requesting a setback of 20', requiring a variance of 30'.
PZ-2025-152	30 Kenilworth Avenue	Application of Rosemarie Gilbert, property owner of 30 Kenilworth Avenue. The property is located in the R-2 (Single-Family Low Density) zoning district. The applicant is proposing to construct a second-story addition to the existing non-conforming single-family residence. As part of the improvements, the applicant is requesting four variances as follows: Variance A: Front Porch. Section 2-13.B.9.a. of the Land Development Code (LDC) requires a 30' front yard setback. The applicant is requesting a front yard setback of 19.5' requiring a variance of 10.5' to construct a hard roof cover over the front entrance. Variance B: Front Wood Deck. Section 2-50(y)(2) of the Land Development Code (LDC) states that patios/decks are prohibited within the principal front yard. Section 2-13.B.9.a. of the Land Development Code (LDC) requires a 30' front yard setback. The applicant is requesting a front yard setback of 17.5' requiring a variance of 12.5' to construct a wood deck on the front of the house. Variance C: Second Story Windowsills. Section 2-41(3) of the Land Development Code (LDC) states that sills shall not project more than twelve inches (12") into any required yard. Section 2-13.B.9.c. of the Land Development Code (LDC) requires a combined side yard setback of 20'. The structure has an existing non-conforming side yard setback of 5.5' on the west side of the property. The applicant is requesting a side yard setback on the east side of the structure of 10.3', requiring a variance of 3.2' to the required 13.5' combined yard setback for two second story windowsills. Variance D: Second Story Covered Balcony. Section 2-13.B.9.c. of the Land Development Code (LDC) requires a combined side yard setback of 20'. The single-family residence has an existing non-conforming side yard setback of 5.5' on the west side of the property. The applicant is requesting a side yard setback on the east side of the structure of 13', requiring a variance of 1.5' to the required 14.5' combined yard setback for a second story hard roof covered balcony on the rear of the home.
PZ-2025-153	767 A Flamingo Drive	Application of David and Juliette Silva, property owners of 767-A Flamingo Drive. The property owners seek to construct a new addition to the existing carport. The property at 767-A Flamingo Drive is in the R-4 (Single-Family Cluster and Townhouse) zoning district. Section 2-17(B)(12)(b) of the Land Development Code requires a 20'-rear yard setback, and Section 2-17(B)(12)(c) of the Land Development Code requires a 20'-side yard setback. The applicant is requesting a rear yard setback of 15' and side yard setback of 1.8' to construct a 12' by 14'-addition to the existing carport, requiring a variance of 5' to the required 20'-rear yard setback, and a variance of 18.2' to the required 20'-side yard setback.
Note: Board and Adjustment and Appeals information is based upon the best information available as of the publishing of this report and are subject to change. Board and Adjustment and Appeals agendas are available at: https://www.ormondbeach.org/218/Board-of-Adjustments-Appeals For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Planning public hearing items

Board of Adjustment and Appeals - May 7, 2025, City Commission Chambers of City Hall at 6:00 P.M. (continued)		
PZ-2025-151	49 Woodhaven Circle	Application of Kevin Hines, property owner of 49 Woodhaven Circle, Ormond Beach, Florida 32176. The applicant seeks to construct an 8-foot high solid-style fence in the rear yard. Section 2-50(n)(3) of the Ormond Beach Land Development Code requires that solid-style fences be no more than 6 feet in height in the rear yard. The applicant is seeking a fence height variance of 2 feet to allow an 8-foot solid-style fence in the rear yard for the property located at 49 Woodhaven Circle
PZ-2025-156	310 Rio Pinar Drive	Application of Kevin and Jeffrey Zahnen, property owners of 310 Rio Pinar Drive. The property is in the platted subdivision Tomoka Oaks Unit 7A. The required rear setback for the subdivision is 20% of the depth of the lot. The depth of the lot is 115.0' requiring a setback of 23.0'. The existing solid roof screen room has a non-conforming rear setback of 12.9' from the property line. The applicants seek a variance of 10.1' to the required 23.0' setback to allow replacement of the solid roof screen room at the same 12.9' rear setback.
Note: Board and Adjustment and Appeals information is based upon the best information available as of the publishing of this report and are subject to change. Board and Adjustment and Appeals agendas are available at: https://www.ormondbeach.org/218/Board-of-Adjustments-Appeals For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Planning Board - May 8, 2025, City Commission Chambers of City Hall at 6:00 P.M.		
PZ-2024-157	Land Development Code (LDC) Amendments 1000 block of North US Highway 1 Abutting the Tomoka River, Greenbelt and Gateway Preservation District and Wetland Buffer	This is an application for administrative amendments to the following Sections of the Land Development Code: (1) Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-73, Greenbelt and Gateway Preservation Districts and (2) Chapter 3, Performance Standards, Article II, Environmental Protection Standards, Section 3-21, Wetlands protection, subsection h, Buffer requirements. The purpose of the Land Development Code amendments is to provide the properties within the 1000 block of North U.S. Highway 1, abutting the Tomoka River, the same landscape buffer and wetland buffer requirements as existing when the properties were located in unincorporated Volusia County.
PZ-2025-155	Discussion Item - Convenience Stores and residential distance requirements	This is a discussion item to review the convenience store use within the Land Development Code regarding potential distance requirements to residential uses based upon City Commission direction at the March 4, 2025 City Commission meeting.
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Site Plan Review Committee - May 14, 2025, City Commission Conference Room 103 at 9:00 A.M.		
SPRC-2024-000051	Circle K, 699 South Nova Road	A review for final action on the site plan application at 699 South Nova Road, the proposed Circle K. The project seeks to demolish the existing bank building and construct a 5,200 square foot building on 1.88 acres for a Convenience Store Type B with gasoline sales.
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		



PERMIT ISSUANCE SUMMARY (04/01/2025 TO 04/30/2025) FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	ADA Access Renovations	1	1,000	\$53,819.00	\$474.43
	Detached Accessory Structure	1	64	\$3,991.00	\$75.75
	Electrical	11	2,190	\$94,760.00	\$1,417.33
	Exterior	14	2,030	\$122,509.00	\$1,969.48
	Gas	2	75	\$2,896.00	\$259.63
	Interior Build Out	8	13,562	\$1,921,000.00	\$23,355.89
	Mechanical	22	1,083	\$452,142.76	\$3,004.50
	New Construction	8	166,423	\$19,952,082.00	\$89,545.53
	Plumbing	2	1,745	\$3,470.00	\$225.00
	Pool/Spa	1	825	\$333,430.00	\$2,174.04
	Reroof	12	103,038	\$835,549.00	\$4,304.35
	Signage	13	261	\$66,094.36	\$2,150.75
BUILDING NON-RESIDENTIAL TOTAL:		95	292,296	\$23,841,743.12	\$128,956.68
Building Residential	Demolition, Complete	2	6,084	\$331,969.00	\$1,181.85
	Demolition, Partial or Interior	1	1,860	\$10,000.00	\$117.75
	Detached Accessory Structure	8	6,521	\$103,434.72	\$1,425.07
	Dock/Seawall	6	0	\$607,230.00	\$4,511.83
	Electrical	27	2,636	\$1,250,356.00	\$3,354.50
	Exterior	81	9,081	\$1,176,037.38	\$12,414.02
	Gas	9	0	\$47,345.00	\$868.38
	Generator	10	10,755	\$102,542.00	\$1,906.42
	Interior Renovation	7	9,497	\$371,561.00	\$3,870.36
	Manufactured/Mobile Home	1	1,352	\$35,000.00	\$630.10
	Mechanical	78	8,589	\$735,635.86	\$5,987.97
	New Construction, Addition	6	2,144	\$138,199.00	\$1,532.62
	New, Single Family Residential	38	111,943	\$16,129,723.77	\$491,405.43
	Plumbing	20	12,219	\$79,019.38	\$1,565.00
	Pool/Spa	7	3,743	\$371,226.00	\$3,912.25
	Reroof	123	198,647	\$2,209,618.46	\$19,355.54
	Screen Enclosure	8	9,957	\$150,500.00	\$1,840.11
	Solar	10	1,209	\$331,950.80	\$3,510.38
BUILDING RESIDENTIAL TOTAL:		442	396,237	\$24,181,348.37	\$559,389.58
Engineering Non-Residential	Tree Removal	1	0	\$0.00	\$60.00
	ENGINEERING NON-RESIDENTIAL TOTAL:	1	0	\$0.00	\$60.00
Engineering Residential	Grade & Fill	1	0	\$900.00	\$66.00
	Tree Removal	37	0	\$0.00	\$610.00
ENGINEERING RESIDENTIAL TOTAL:		38	0	\$900.00	\$676.00
Fire Non-Residential	Fire Protection Systems	1	1	\$4,850.00	\$113.75
	FIRE NON-RESIDENTIAL TOTAL:	1	1	\$4,850.00	\$113.75
LDC Non-Residential	LDC	2	0	\$35,200.00	\$185.00
	Master Solicitor	1	0	\$1.00	\$50.00
	Non-Residential Paint Permit	1	0	\$1.00	\$20.00
	Special Event Permit	7	6,124	\$106.00	\$65.00
LDC NON-RESIDENTIAL TOTAL:		11	6,124	\$35,308.00	\$320.00

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (04/01/2025 TO 04/30/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
LDC Residential	Garage Sale	107	0	\$1,785.00	\$500.00
	LDC	64	0	\$376,646.73	\$4,575.00
	Residential Subdivision SPRC Site Im	1	0	\$6,237,383.00	\$155,934.58
	Sheds less than 150 square feet in siz	3	0	\$18,130.00	\$225.00
	LDC RESIDENTIAL TOTAL:	175	0	\$6,633,944.73	\$161,234.58
GRAND TOTAL:		763	694,658	\$54,698,094.22	\$850,750.59

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 9.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-19
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Enclave Subdivision, Final Plat		
Summary:	This is an application submitted by Paylin Tymber 1 and 2, LLC, for a final plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. The property is located at 475 North Tymber Creek Road. On May 2, 2023, the City Commission approved Ordinance 2023-22 authorizing a zoning map amendment from PRD, Planned Residential Development to SR, Suburban Residential. On October 17, 2023, the City Commission approved Resolution 2023-191 authorizing a Preliminary Plat for 12 residential lots. The subdivision improvements are under construction and the site engineering permit for the project was issued on February 1, 2025. The final plat is consistent with the approved preliminary plat and the SR, Suburban Residential zoning. The <u>Planning Board</u> reviewed the final plat at the April 10, 2025, meeting and recommended approval with a 6-0 vote.		
Financial Impact:	None		
Citizen Impact:	The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with the SR, Suburban Residential zoning district and preliminary plat. No citizen impact is anticipated as the result of the final plat.		
Recommended Action (Staff,	The <u>Planning Board</u> recommended APPROVAL of the final plat for the Enclave subdivision which consists of 12-lot single-family subdivision on approximately 26.17 acres.		

Advisory Board and/or Other):	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-19 Enclave Subdivision, Final Plat (P25-0052G) 2. Exhibit A, Enclave Final Plat 3. 04.10.2025, Enclave Final Plat, PB Staff Report (8.5X11) 4. Draft Planning Board minutes, Enclave Final Plat 5. Ordinance BIE, Enclave Final Plat
Approval:	Kelly McGuire, Finance Director 4/22/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/22/2025 Joyce Shanahan, City Manager 4/24/2025

ORDINANCE NO. 2025-19

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE
“ENCLAVE SUBDIVISION”; ESTABLISHING
CONDITIONS AND EXPIRATION DATE OF APPROVAL;
AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the land area for the final plat for the subdivision known as the
“Enclave Subdivision” is zoned as SR, Suburban Residential, and dwelling, single-family-
detached is a permitted use within the zoning district, and

WHEREAS, on October 17, 2023, the City Commission approved Resolution
2023-191 authorizing a preliminary plat for a 12-lot subdivision for the “Enclave Subdivision”,
and

WHEREAS, on October 30, 2024, the City’s Site Plan Review Committee
approved the subdivision construction plans. These plans detail the landscaping improvements,
stormwater retention areas, lot elevations, buffer walls and utilities, and

WHEREAS, on February 1, 2025, a site engineering permit was issued for the
subdivision improvements, and

WHEREAS, the final plat for the “Enclave Subdivision” has been reviewed by the
City staff, the City Surveyor, the Planning Board and the Site Plan Review Committee and
recommended for approval, and

WHEREAS, the City Commission concurs with the recommendation of the City staff, the City Surveyor, the Planning Board, and the Site Plan Review Committee, now therefore,

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

SECTION ONE. The City Commission hereby approves the final plat for the “Enclave Subdivision”, as depicted on Exhibit “A” attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

- (a) The project improvements shall either be completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and
- (b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code*; and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

- (a) The plat is recorded within eighteen (18) months of the date of City Commission approval, said date being December 3, 2026.

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

PASSED UPON at the first reading of the City Commission, this 20th day of May, 2025.

PASSED UPON at the second and final reading of the City Commission, this 3rd day of June, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

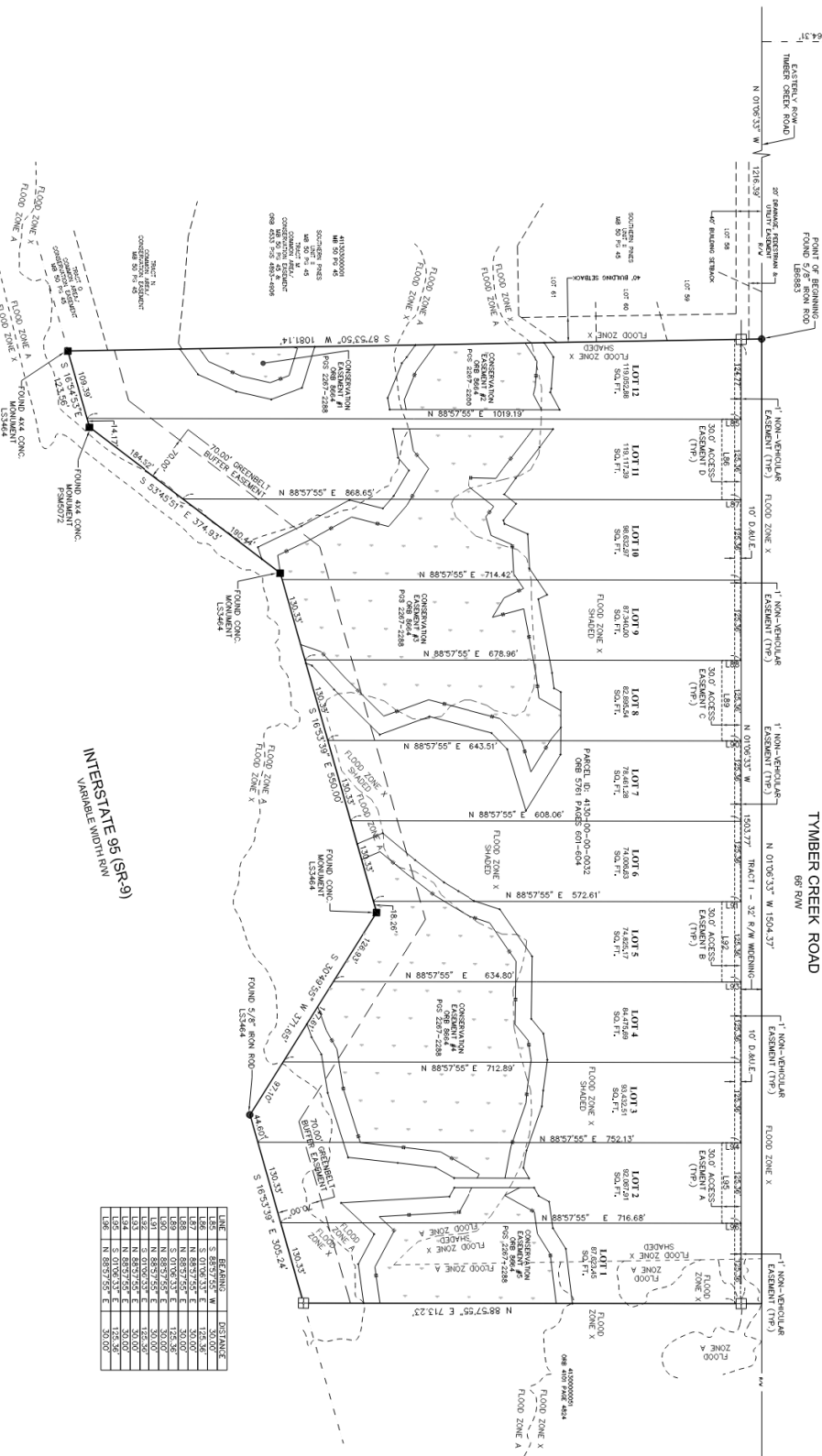
EXHIBIT A
Page 2 of 2



POINT OF COMMENCEMENT
FOUND CONCRETE MONUMENT

N 87°51'32" E 1364.31'
N 87°51'32" E 1364.31'

TIMBER CREEK ROAD
66' R/W



LINE	BEARING	DISTANCE
1	S 88°57'55" E	50.00'
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ATLANTIC DRAFTING &
SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 • LBH6179



SEE SHEET 1 FOR NOTES
SYMBOLS AND ABBREVIATIONS

SYMBOLS AND DESCRIPTIONS
P-ALL SET 18" X 12" IRON ROD
WITH DISK MARKED "PRM" L5894
DENOTES WETLAND AREAS

ENCLAVE SUBDIVISION
475 N. TIMBER CREEK ROAD
SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



PLANNING BOARD STAFF REPORT

Enclave of Tymber Creek Subdivision Final Plat
Project Number: PZ 2025-138

PLANNING BOARD DATE:	April 10, 2025
TENTATIVE CITY COMMISSION DATES:	May 20, 2025 (first reading), June 3, 2025 (second reading)
APPLICANT:	Paylin Tymber 1 and 2, LLC
LOCATION:	475 North Tymber Creek Road
REQUEST:	Final plat approval for 12 single-family lots on 26.17 acres within the SR, Suburban Residential zoning district.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application submitted by Paylin Tymber 1 and 2, LLC, for a final plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. The property is located at 475 North Tymber Creek Road.

SECTION 2, BACKGROUND:

The site is designated "Suburban Low Density Residential" (SLDR) on the City's Future Land Use Map and was previously approved for a Planned Residential Development zoning designation. On August 1, 2006, the City Commission approved Ordinance 2006-08 for a zoning map amendment from SR, Suburban Residential to PRD, Planned Residential Development, and authorized a development order for 35 single-family lots that were 80' by 110'. The project name was the Enclave at North Pointe. On September 19, 2006, the City Commission approved a Preliminary Plat for the 35-lot subdivision. The subdivision improvements were never constructed and the development order and Preliminary Plat expired. On May 2, 2023, the City Commission approved Ordinance 2023-22 that authorized a zoning map amendment from PRD, Planned Residential Development to SR, Suburban Residential. On October 17, 2023, the City Commission approved Resolution 2003-191 that authorized a Preliminary Plat for twelve residential lots. The site engineering permit for the project was issued on February 1, 2025.

The subdivision is proposed as long linear lots along North Tymber Creek Road and abutting Interstate 95. The lot setbacks would be the setbacks within the SR, Suburban Residential zoning district. North Tymber Creek Road is a Volusia County roadway, and the applicant has coordinated with Volusia County Traffic Engineering. The project is designed with four joint access points, each serving three lots. The access plan combines access points and limits curb cuts on North Tymber Creek Road. The project is proposing a 32'-right-of-way dedication to Volusia County. The right-of-way interface will include a five (5') sidewalk and a 12"-waterline across the property frontage. The lot size ranges from a minimum of 1.70 acres to 2.75 acres with a width of 125 linear feet along North Tymber Creek Road. The subdivision has a total of 5.64 acres of wetlands and 0.47 acres of wetland impacts for the waterline and sidewalk installation.

On the property boundary with Interstate 95, the project proposes a 70'-Greenbelt Preservation area where 60' is required. This area is to remain in its natural state. The infrastructure improvements will include the waterline, access points, and a sidewalk along North Tymber Creek Road. After the plat is recorded, individual lot owners would submit building plans that include a stormwater analysis, tree management plan, and a plot plan of the proposed lot improvements.

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as discussed below:

1. Preliminary Plat: After a Planned Residential Development has been approved, the following is required: (1) the applicant's engineer designs engineered drawings in terms of the stormwater design, utilities, lot grading, and road layout and (2) the

preparation of a preliminary plat document from a licensed surveyor. Preliminary plats are reviewed by the Planning Board and reviewed/approved by the City Commission to ensure compliance with the approved development order for the Planned Residential Development. There are two (2) options for development once a preliminary plat has been approved:

Option 1 - Proceed with the application for construction to complete the required subdivision improvements before recording the final plat (Land Development Code, Section 4-18(8)(a)). When the required subdivision improvements are complete, the applicant will submit the final plat and the subdivision documents to the Site Plan Review Committee. The final plat would be reviewed and acted upon by the City Commission and recorded. There are no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (Land Development Code, Section 4-18(8)(b)). With this option, the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement to construct the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after action by the City Commission. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board. After recordation, the applicant would then construct the improvements.

2. Final Plat: The final plat is a legal document reviewed by the Site Plan Review Committee, an independent City Surveyor, and the City's Legal Department to ensure compliance with State Statutes. Under the current Land Development Code regulations, the City Commission would act on the final plat. There are currently no requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

SECTION 4, CONCLUSION:

Section 4-18, Final plat approval procedures, of the Land Development Code establishes the final plat process. Per Section 4-18 of the Land Development Code, the following should be considered in the review of the final plat:

- (1) All final plats shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats.**

The final plat, ATTACHMENT 3, has been prepared by a Florida-licensed surveyor.

- (2) The final plat shall demonstrate consistency with the approved development order or zoning district for the property under application.**

The zoning designation for the subdivision is SR, Suburban Residential. The Land Development Code section for the SR, Suburban Residential zoning district is included in ATTACHMENT 4. The final plat is consistent with the SR, Suburban Residential zoning district.

(3) The final plat shall demonstrate consistency with the preliminary plat.

The preliminary plat was approved with Resolution 2003-191, and it is included in ATTACHMENT 2. The final plat is consistent with the preliminary plat.

(4) Final plats shall be consistent with all applicable Florida Statutes.

The final plat has been reviewed by a Florida-licensed surveyor employed by the city to review the final plat as the city surveyor. The city surveyor is employed to review and accept that the final plat is consistent with applicable Florida Statutes.

(5) Required documents, such as title opinion, proof of taxes paid, and Homeowners' Association documents, shall be submitted to the SPRC.

The required documents have been submitted to the Site Plan Review Committee, licensed surveyor acting as the City Surveyor, and provided to the City Attorney's office for review.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the final plat for the Enclave subdivision which consists of 12-lot single-family subdivision on approximately 26.17 acres. The final plat is consistent with the approved preliminary plat and the SR, Suburban Residential zoning.

Attachments:

Attachment 1: Project maps

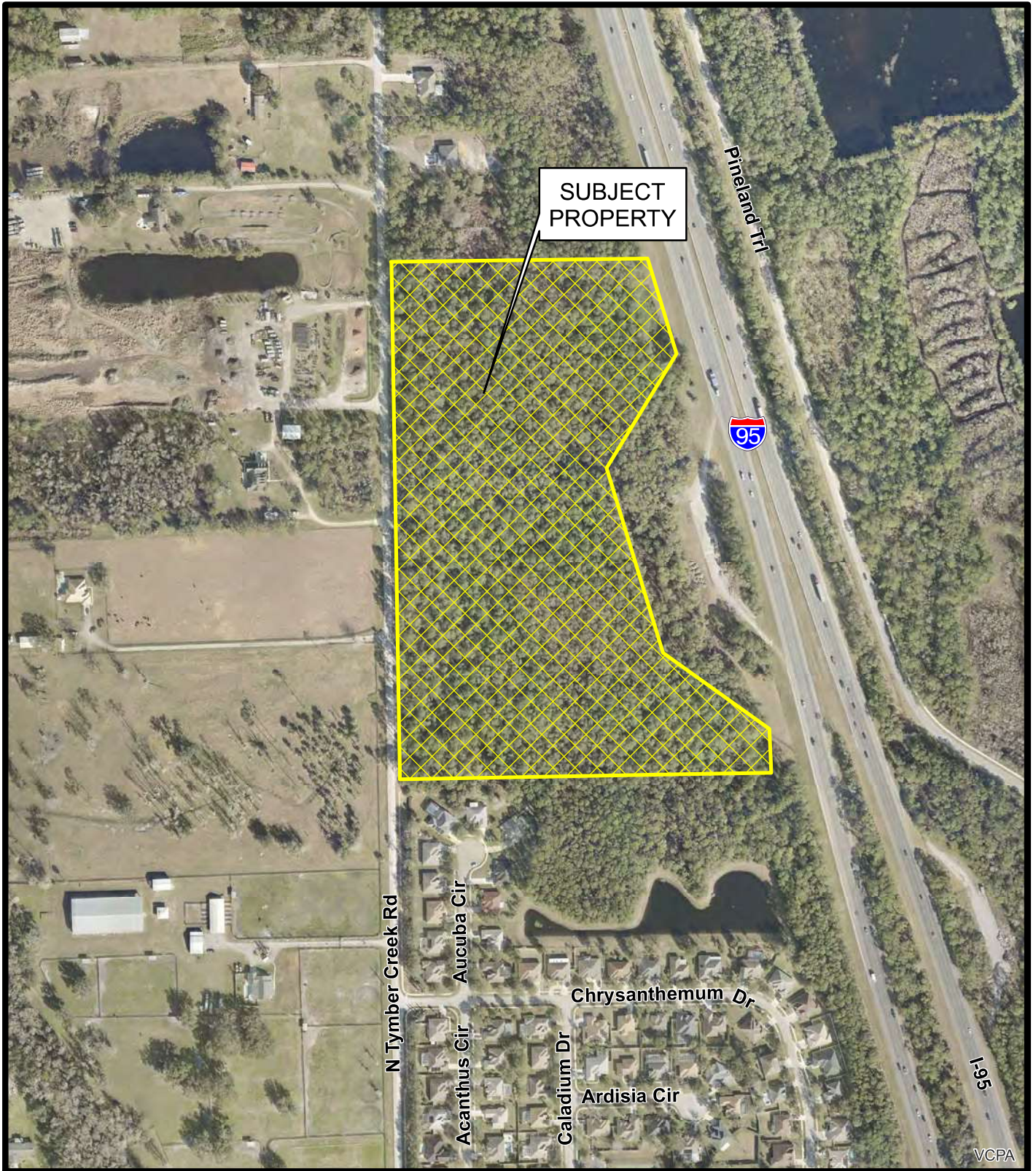
Attachment 2: Preliminary plat, Resolution 2003-191

Attachment 3: Final plat

Attachment 4: SR, Suburban Residential zoning district

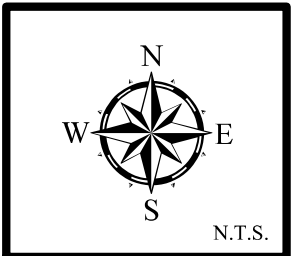
ATTACHMENT 1

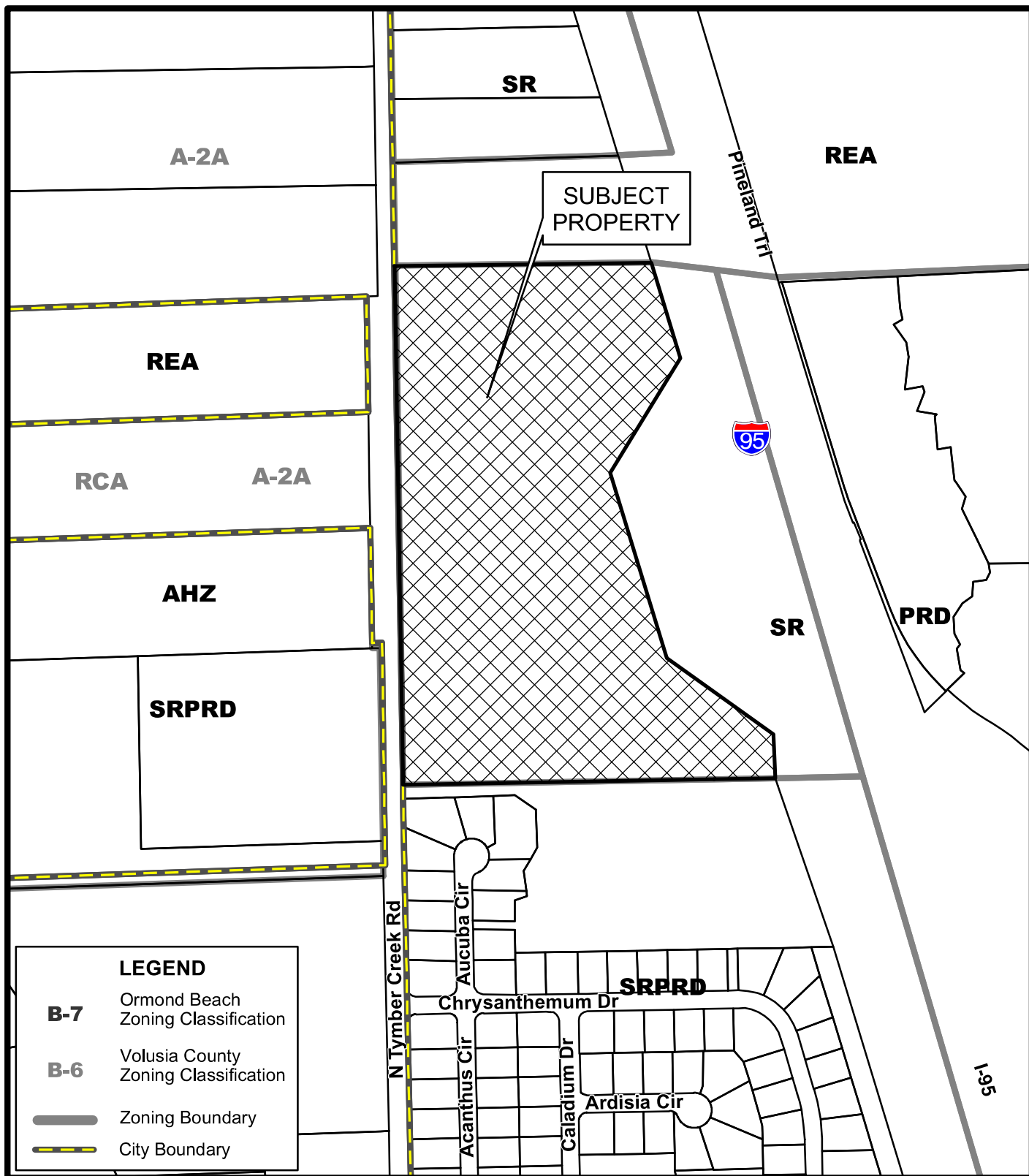
Project Maps



THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
AERIAL MAP

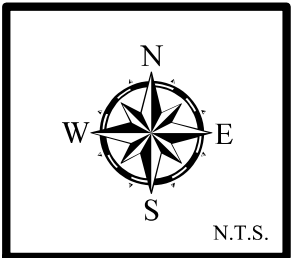
Prepared By: The City of Ormond Beach
 G.I.S. Department - August 24, 2023

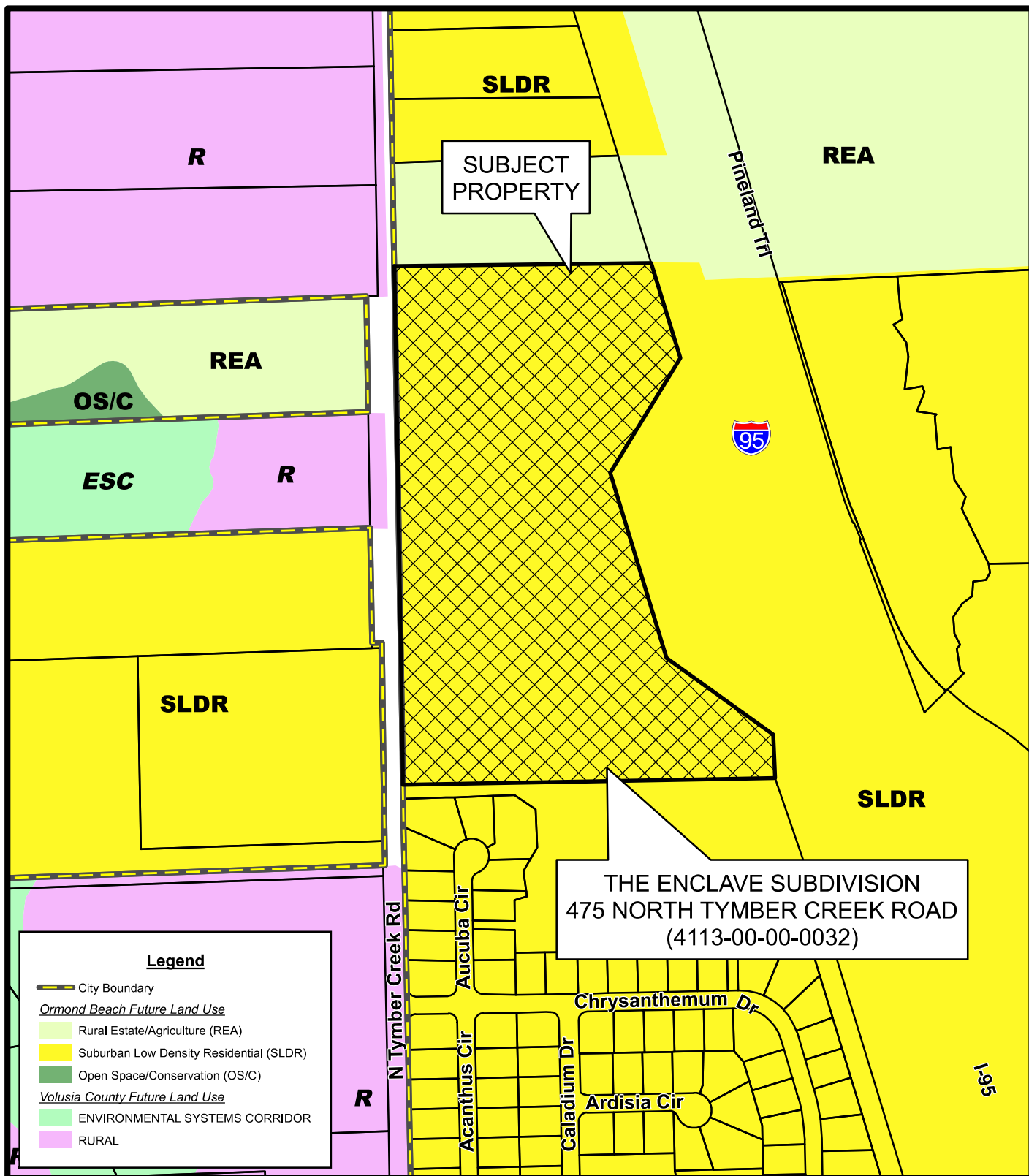




THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
CURRENT ZONING MAP

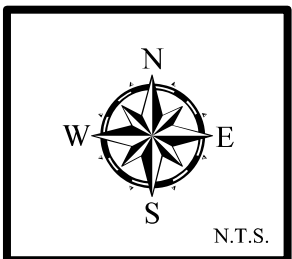
Prepared By: The City of Ormond Beach
 G.I.S. Department - August 24, 2023





THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
 G.I.S. Department - February 17, 2023



ATTACHMENT 2

Preliminary Plat
Resolution 2023-191

RESOLUTION NO. 2023-191

A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF ORMOND BEACH, FLORIDA
APPROVING THE PRELIMINARY PLAT FOR THE
“ENCLAVE SUBDIVISION”; ESTABLISHING
CONDITIONS AND EXPIRATION DATE OF APPROVAL;
AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company
(the “Applicant”), with authorization of Enclave of Timber Creek, LLC, a Florida Limited
Liability Company, (the “Property Owner”) has submitted the preliminary plat for the “Enclave
Subdivision”, and

WHEREAS, the subject property is located at 475 North Tymber Creek Road
(Volusia County parcel number: 4113-00-00-0032) and is zoned as Suburban Residential (SR),
and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed
the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the Site
Plan Review Committee and the Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 12-lot preliminary plat for the “Enclave Subdivision”, as shown in the preliminary plat attached hereto as Exhibit “A” and the construction plans attached hereto as Exhibit “B” and incorporated herein by reference, subject to full and continuous compliance to the Suburban Residential (SR) zoning district, and the resolution of outstanding Site Plan Review Committee comments, if any.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **October 17, 2025**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for the “Enclave Subdivision”.

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

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


BILL PARTINGTON
Mayor

ATTEST:


SUSAN CARROLL DAUDERIS
City Clerk



ENCLAVE SUBDIVISION
SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLusia COUNTY, FLORIDA

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 07°06'33" EAST ALONG THE EASTERLY RIGHT-OF-WAY OF TYMEE'S CREEK ROAD AS NOW SURVEYED AND ESTABLISHED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983(211), AND WAS ESTABLISHED USING GPS RTK OBSERVATIONS WITH FDOT-PNRA BASELINE CORRECTIONS.

2. THE DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND HAVE BEEN CHECKED BY FOOT TO METRIC CONVERSION FORMULAS.¹
3. WETLANDS SHOWN HEREON WERE TAKEN FROM AN ALABAMA LAND USE MAP OF 1984-1986 PREPARED BY GEOPONT SURVEYING INC., DATED 06/07/21.
4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SURROUNDING LANDS BEHIND ANY AND ALL CIRCUMSTANCES BE SET FORTH IN THIS INSTRUMENT BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THEREAFTER MAY BE ADDITIONAL RESTRICTIONS THAT DO NOT SHOW ON THIS PLAT THAT CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. LOT CORNERS WILL BE SET AT THE TIME AS REQUIRED BY CHAPTER 177 (89A) OF THE FLORIDA STATUTES.
6. THIS PROPERTY, LIES WITHIN FLOOD ZONE 1 FLOOD ZONE 1 CHANCED AND FLOOD ZONE 1 NON-CHANGED FLOOD ELEVATION DATE MAY 1984 FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAVERS NIP FIRM MAP NO. 12-27201-002 WITH A REVISED DATE OF FEBRUARY 13, 2014 AND FEMA FLOOD CASE NO. 10-044555A).

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 3, EAST, VOLUSA COUNTY, FLORIDA, AS DESCRIBED IN OFFICIAL RECORD BOOK 5761 PAGES 601 THROUGH 602.

PARCEL 5:
THE EAST ONE HALF 1/2 OF THE SOUTHWEST ONE QUARTER (1/4 OF SECTION 3, TOWNSHIP 14 SOUTH, RANGE 31 EAST, LYING WESTLY OF INTERSTATE 45, EXCEPT THEREON THE SOUTH - 12.70 FEET AND, ALSO EXCEPT THEREON THE WEST 33 FEET) IN LOTS 1 AND 2, BEING THE WEST 33 FEET IN LOT 1, BEING IN VAY OUS COUNTY, FLORIDA, CONTAINING 25.000 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

9. THE GREENBELT EASEMENT AREA IS TO REMAIN IN ITS NATURAL STATE, AND NO TREE REMOVAL IS ALLOWED IN THIS AREA. MAINTENANCE OF THE GREENBELT AREA IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND ANY DISTURBANCE OR CHANGES WILL REQUIRE THE APPROVAL OF THE CITY OF ORLANDO BEACH LANDSCAPE ARCHITECT

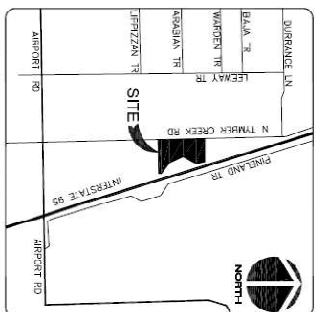
FRONT = 30'
SIDE = 10' WITH 30 COMBINED
REAR = 30'

	P.R.M. SET 18" X 1/2" IRON ROD WITH DISK MARKED "PRM" L56994
---	---

1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179



COPYRIGHT 2023



CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2029.

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2023,
THIS PLAN WAS APPROVED.

BY
RANDAL A. HAYES, CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2022,
THIS PLAN WAS APPROVED BY THE CITY OF GROUND BEACH.

BY: BILL PARTINGTON, MAYOR

ATTEST: _____ CITY CLERK

HENNEY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND SHOWN HEREON; AND THAT THE SURVEY WAS MADE UNDER AN APPROPRIATELY LICENSED PROFESSIONAL SURVEYOR, WHO HAS BEEN RESPONSIBLE DIRECTION AND SUPERVISION ON, AND THAT THE INFORMATION SHOWN HEREON COMPLETLY MEETS THE REQUIREMENTS OF CHAPTER 172.061, FLORIDA CERTIFICATE THAT COMPLIANT WITH THE REQUIREMENTS OF CHAPTER 172.061 CONCERNING THE PERMANENT ERECTION OF MONUMENTS, THAT THE LAND SHOWN HEREON LIES WITHIN THE CITY OF GROUND BEACH VOLUSIA COUNTY, FLORIDA; AND THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND WORKING IN THE STATE OF FLORIDA.

Digitally signed by Joseph Jay Wooldridge
Date: 2013.07.25 17:57:22 -0400



JOSEPH JAY WOODBRIDGE, PSM NUMBER 6899
ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
DRUMOND BEACH, FLORIDA 32174
PHONE: 386-204-8490

CERTIFICATE OF SURVEYOR AND MAPPER REVIEWING THIS PLAT FOR THE CITY OF ORMOND BEACH

I, HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EITHER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF ORMOND BEACH, FLORIDA, AND THAT I HAVE REVIEWED THIS SURVEY AND PLAT FOR CONFORMANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

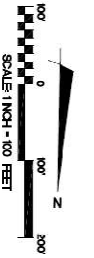
CITY REGISTERED SURVEYOR
SURVEYORS NAME LICENSE NUMBER
SURVEYORS COMPANY
COMPANY ADDRESS

EXHIBIT "A"

Page 2 of 2

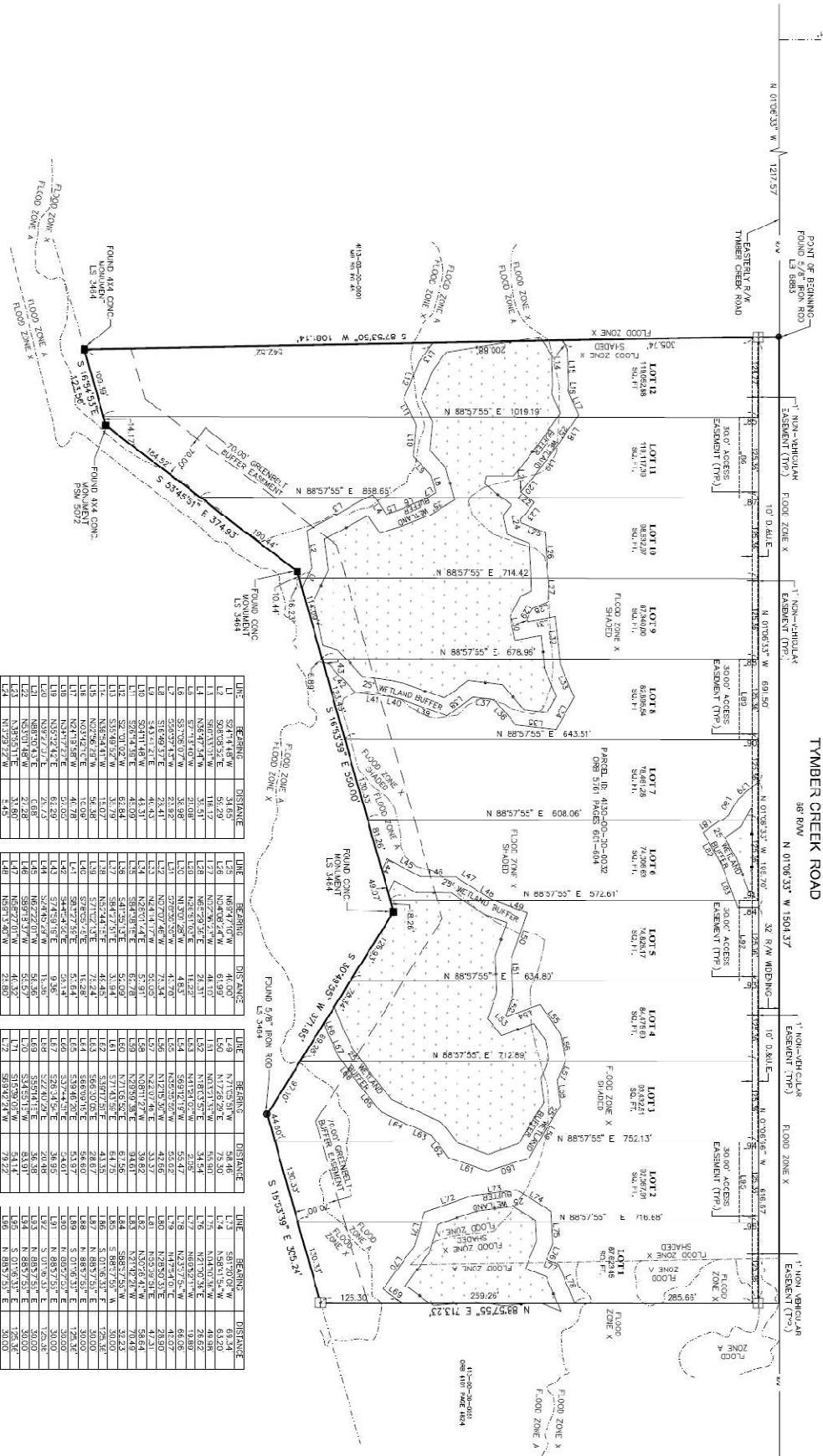
ENCLAVE SUBDIVISION
PART OF SECTIONS 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE



POINT OF COMMENCEMENT
ROUND CONCRETE MONUMENT

NORTHERLY LINE OF SECTION 24

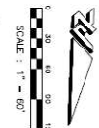


LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 87°51'48"W	34.05	L25	N 86°47'10"W	61.00	L49	N 87°15'30"W	56.46
L2	S 87°51'48"W	34.05	L26	N 86°47'10"W	61.00	L50	N 87°15'30"W	56.46
L3	N 87°51'48"W	31.17	L27	N 86°47'50"E	21.33	L51	N 87°15'30"E	54.54
L4	N 87°51'48"W	31.17	L28	N 86°49'50"E	21.33	L52	N 87°15'30"E	54.54
L5	S 85°52'07"W	38.98	L29	N 87°50'28"W	4.83	L53	N 87°15'30"E	55.47
L6	S 55°52'07"W	23.22	L30	S 79°50'28"W	41.70	L54	N 87°15'30"E	55.47
L7	S 55°52'07"W	23.22	L31	S 79°50'28"W	41.70	L55	N 87°15'30"E	55.47
L8	S 24°11'48"E	24.41	L32	S 79°50'46"W	55.34	L56	N 87°15'30"E	41.65
L9	S 24°11'48"E	24.41	L33	N 26°21'41"E	51.97	L57	N 87°15'30"E	41.65
L10	S 24°11'48"W	48.31	L34	N 26°21'41"E	51.97	L58	N 86°11'27"W	33.62
L11	S 57°11'58"E	48.09	L35	S 88°12'15"E	62.78	L59	N 29°59'50"E	31.61
L12	S 57°11'58"E	48.09	L36	S 88°12'15"E	62.78	L60	N 29°59'50"E	31.61
L13	S 53°14'52"E	35.94	L37	S 88°12'15"E	61.76	L61	N 29°59'50"E	31.61
L14	S 53°14'52"E	35.94	L38	S 57°12'15"E	71.24	L62	N 29°59'50"E	31.61
L15	N 85°29'41"W	15.07	L39	S 57°12'15"E	71.24	L63	N 29°59'50"E	31.61
L16	N 85°29'41"W	15.07	L40	S 57°12'15"E	71.24	L64	N 29°59'50"E	31.61
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L18	N 87°11'58"W	40.78	L42	S 57°12'15"E	71.24	L66	N 29°59'50"E	31.61
L19	N 87°11'58"W	40.78	L43	S 57°12'15"E	71.24	L67	N 29°59'50"E	31.61
L20	N 87°11'58"W	40.78	L44	S 57°12'15"E	71.24	L68	N 29°59'50"E	31.61
L21	N 87°11'58"W	40.78	L45	S 57°12'15"E	71.24	L69	N 29°59'50"E	31.61
L22	N 87°11'58"W	40.78	L46	S 57°12'15"E	71.24	L70	N 29°59'50"E	31.61
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L41	N 87°11'58"W	40.78	L65	S 57°12'15"E	71.24	L89	N 29°59'50"E	31.61
L42	N 87°11'58"W	40.78	L66	S 57°12'15"E	71.24	L90	N 29°59'50"E	31.61
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L44	N 87°11'58"W	40.78	L68	S 57°12'15"E	71.24	L92	N 29°59'50"E	31.61
L45	N 87°11'58"W	40.78	L69	S 57°12'15"E	71.24	L93	N 29°59'50"E	31.61
L46	N 87°11'58"W	40.78	L70	S 57°12'15"E	71.24	L94	N 29°59'50"E	31.61
L47	N 87°11'58"W	40.78	L71	S 57°12'15"E	71.24	L95	N 29°59'50"E	31.61
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L49	N 87°11'58"W	40.78	L73	S 57°12'15"E	71.24	L97	N 29°59'50"E	31.61
L50	N 87°11'58"W	40.78	L74	S 57°12'15"E	71.24	L98	N 29°59'50"E	31.61
L51	N 87°11'58"W	40.78	L75	S 57°12'15"E	71.24	L99	N 29°59'50"E	31.61
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L53	N 87°11'58"W	40.78	L77	S 57°12'15"E	71.24	L101	N 29°59'50"E	31.61
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L55	N 87°11'58"W	40.78	L79	S 57°12'15"E	71.24	L103	N 29°59'50"E	31.61
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L63	N 87°11'58"W	40.78	L87	S 57°12'15"E	71.24	L111	N 29°59'50"E	31.61
L64	N 87°11'58"W	40.78	L88	S 57°12'15"E	71.24	L112	N 29°59'50"E	31.61
L65	N 87°11'58"W	40.78	L89	S 57°12'15"E	71.24	L113	N 29°59'50"E	31.61
L66	N 87°11'58"W	40.78	L90	S 57°12'15"E	71.24	L114	N 29°59'50"E	31.61
L67	N 87°11'58"W	40.78	L91	S 57°12'15"E	71.24	L115	N 29°59'50"E	31.61
L68	N 87°11'58"W	40.78	L92	S 57°12'15"E	71.24	L116	N 29°59'50"E	31.61
L69	N 87°11'58"W	40.78	L93	S 57°12'15"E	71.24	L117	N 29°59'50"E	31.61
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L76	N 87°11'58"W	40.78	L100	S 57°12'15"E	71.24	L124	N 29°59'50"E	31.61
L77	N 87°11'58"W	40.78	L101	S 57°12'15"E	71.24	L125	N 29°59'50"E	31.61
L78	N 87°11'58"W	40.78	L102	S 57°12'15"E	71.24	L126	N 29°59'50"E	31.61
L79	N 87°11'58"W	40.78	L103	S 57°12'15"E	71.24	L127	N 29°59'50"E	31.61
L80	N 87°11'58"W	40.78	L104	S 57°12'15"E	71.24	L128	N 29°59'50"E	31.61
L81	N 87°11'58"W	40.78	L105	S 57°12'15"E	71.24	L129	N 29°59'50"E	31.61
L82	N 87°11'58"W	40.78	L106	S 57°12'15"E	71.24	L130	N 29°59'50"E	31.61
L83	N 87°11'58"W	40.78	L107	S 57°12'15"E	71.24	L131	N 29°59'50"E	31.61
L84	N 87°11'58"W	40.78	L108	S 57°12'15"E	71.24	L132	N 29°59'50"E	31.61
L85	N 87°11'58"W	40.78	L109	S 57°12'15"E	71.24	L133	N 29°59'50"E	31.61
L86	N 87°11'58"W	40.78	L110	S 57°12'15"E	71.24	L134	N 29°59'50"E	31.61
L87	N 87°11'58"W	40.78	L111	S 57°12'15"E	71.24	L135	N 29°59'50"E	31.61
L88	N 87°11'58"W	40.78	L112	S 57°12'15"E	71.24	L136	N 29°59'50"E	31.61
L89	N 87°11'58"W	40.78	L113	S 57°12'15"E	71.24	L137	N 29°59'50"E	31.61
L90	N 87°11'58"W	40.78	L114	S 57°12'15"E	71.24	L138	N 29°59'50"E	31.61
L91	N 87°11'58"W	40.78	L115	S 57°12'15"E	71.24	L139	N 29°59'50"E	31.61
L92	N 87°11'58"W	40.78	L116	S 57°12'15"E	71.24	L140	N 29°59'50"E	31.61
L93	N 87°11'58"W	40.78	L117	S 57°12'15"E	71.24	L141	N 29°59'50"E	31.61
L94	N 87°11'58"W	40.78	L118	S 57°12'15"E	71.24	L142	N 29°59'50"E	31.61
L95	N 87°11'58"W	40.78	L119	S 57°12'15"E	71.24	L143	N 29°59'50"E	31.61
L96	N 87°11'58"W	40.78	L120	S 57°12'15"E	71.24	L144	N 29°59'50"E	31.61
L97	N 87°11'58"W	40.78	L121	S 57°12'15"E	71.24	L145	N 29°59'50"E	31.61
L98	N 87°11'58"W	40.78	L122	S 57°12'15"E	71.24	L146	N 29°59'50"E	31.61
L99	N 87°11'58"W	40.78	L123	S 57°12'15"E	71.24	L147	N 29°59'50"E	31.61
L100	N 87°11'58"W	40.78	L124	S 57°12'15"E	71.24	L148	N 29°59'50"E	31.61
L101	N 87°11'58"W	40.78	L125	S 57°12'15"E	71.24	L149	N 29°59'50"E	31.61
L102	N 87°11'58"W	40.78	L126	S 57°12'15"E	71.24	L150	N 29°59'50"E	31.61
L103	N 87°11'58"W	40.78	L127	S 57°12'15"E	71.24	L151	N 29°59'50"E	31.61
L104	N 87°11'58"W	40.78	L128	S 57°12'15"E	71.24	L152	N 29°59'50"E	31.61
L105	N 87°11'58"W	40.78	L129	S 57°12'15"E	71.24	L153	N 29°59'50"E	31.61
L106	N 87°11'58"W	40.78	L130	S 57°12'15"E	71.24	L154	N 29°59'50"E	31.61
L107	N 87°11'58"W	40.78	L131	S 57°12'15"E	71.24	L155	N 29°59'50"E	31.61
L108	N 87°11'58"W	40.78	L132	S 57°12'15"E	71.24	L156	N 29°59'50"E	31.61
L109	N 87°11'58"W	40.78	L133	S 57°12'15"E	71.24	L157	N 29°59'50"E	31.61
L110	N 87°11'58"W	40.78	L134	S 57°12'15"E	71.24	L158	N 29°59'50"E	31.61
L111	N 87°11'58"W	40.78	L135	S 57°12'15"E	71.24	L159	N 29°59'50"E	31.61
L112	N 87°11'58"W	40.78	L136	S 57°12'15"E	71.24	L160	N 29°59'50"E	31.61
L113	N 87°11'58"W	40.78	L137	S 57°12'15"E	71.24	L161	N 29°59'50"E	31.61
L114	N 87°11'58"W	40.78	L138	S 57°12'15"E	71.24	L162	N 29°59'50"E	31.61
L115	N 87°11'58"W	40.78	L139	S 57°12'15"E	71.24	L163	N 29°59'50"E	31.61
L116	N 87°11'58"W	40.78	L140	S 57°12'15"E	71.24	L164	N 29°59'50"E	31.61
L117	N 87°11'58"W	40.78	L141	S 57°12'15"E	71.24	L165	N 29°59'50"E	31.61
L118	N 87°11'58"W	40.78	L142	S 57°12'15"E	71.24	L166	N 29°59'50"E	31.61
L119	N 87°11'58"W	40.78	L143	S 57°12'15"E	71.24	L167	N 29°59'50"E	31.61
L120	N 87°11'58"W	40.78	L144	S 57°12'15"E	71.24	L168	N 29°59'50"E	31.61
L121	N 87°11'58"W	40.78	L145	S 57°12'15"E	71.24	L169	N 29°59'50"E	31.61
L122	N 87°11'58"W	40.78	L146	S 57°12'15"E	71.24			

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., SUITE C
OSMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2462
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, R.A.
e-mail: jstehr@zevcohen.com

CURRENT ZONING FOR THIS SITE IS: PUD

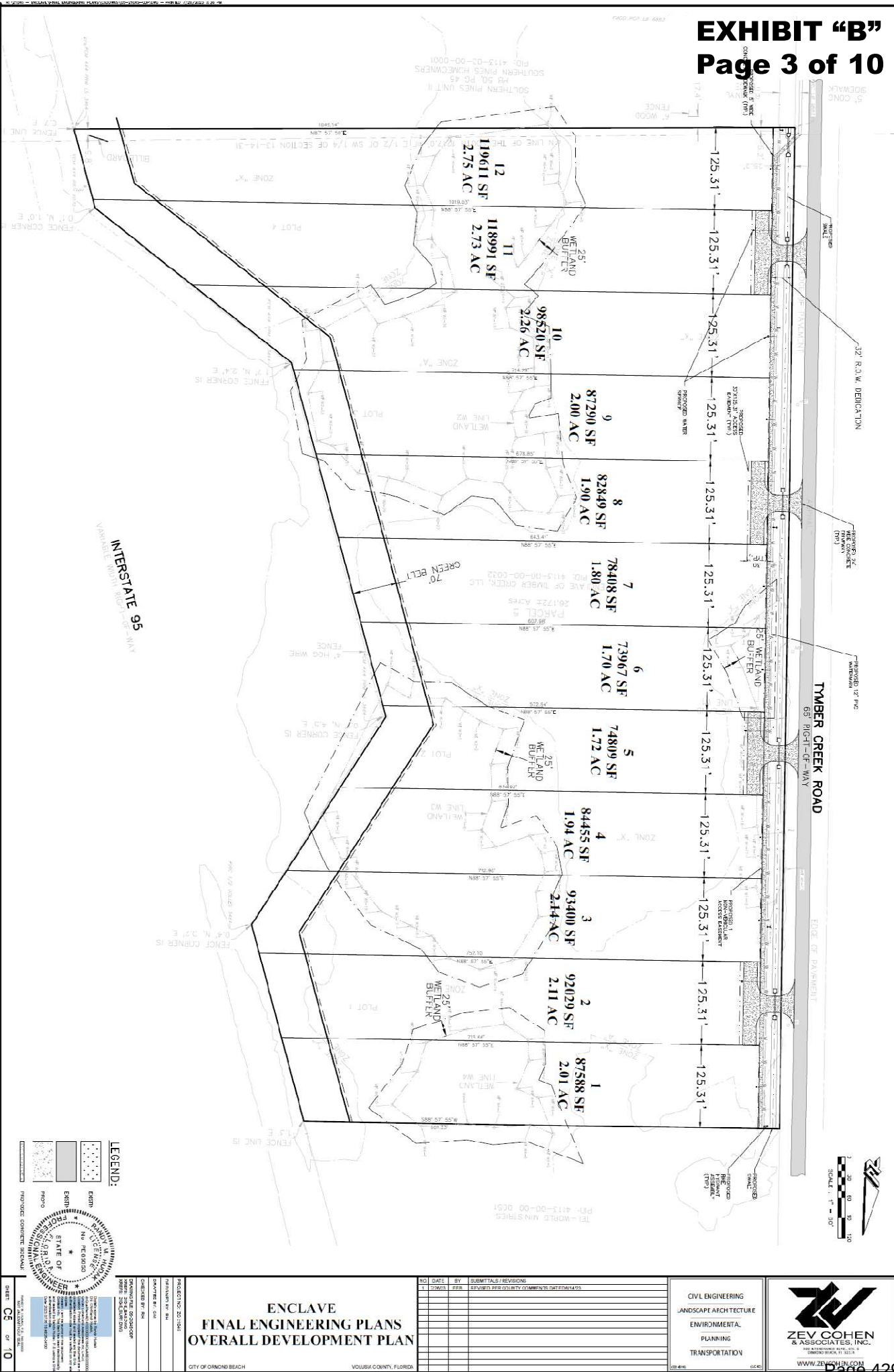
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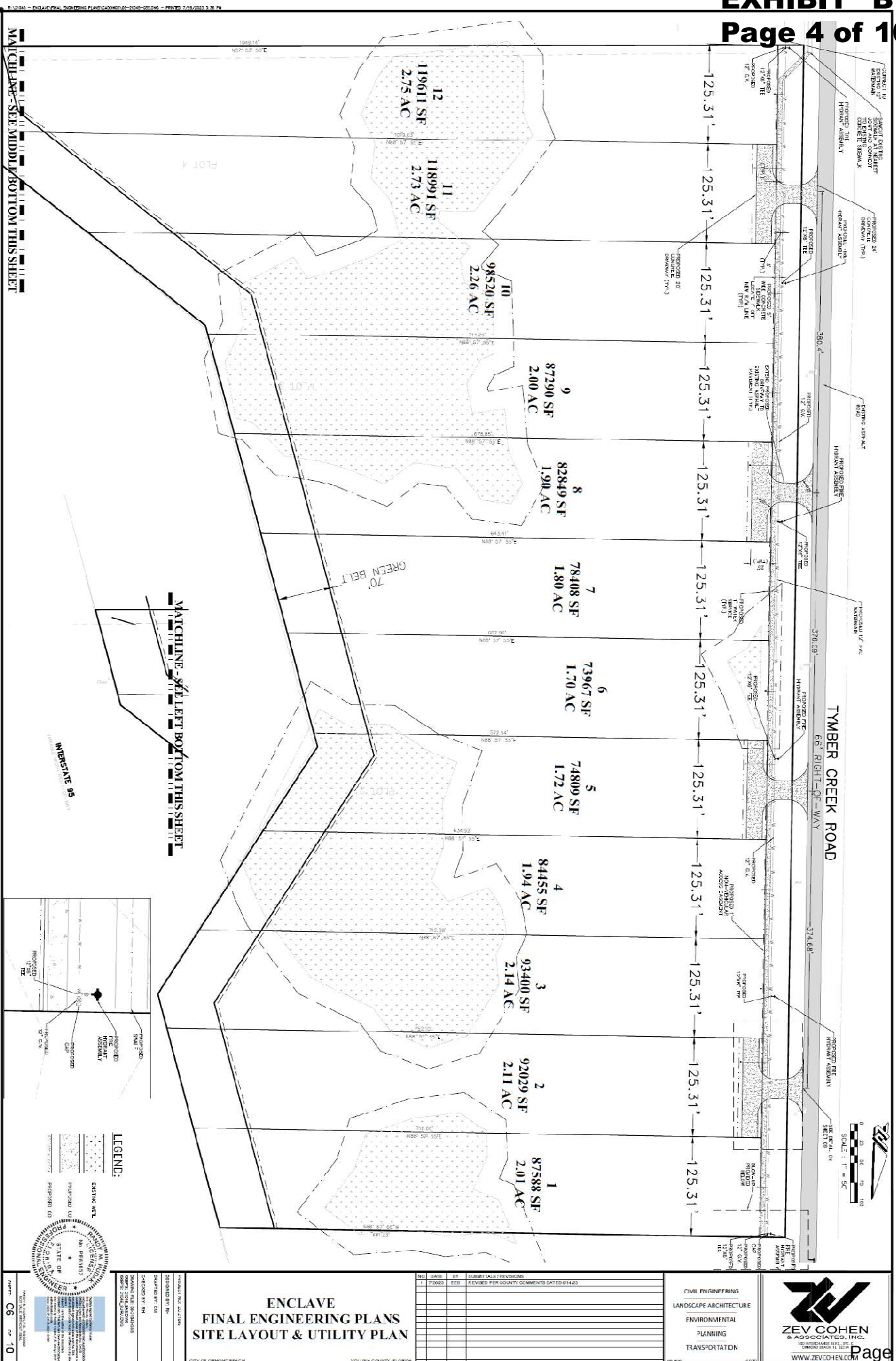


	CITY OF ORLANDO	ENCLAVE FINAL ENGINEERING PLANS DEMOLITION & EROSION CONTROL PLAN	NOC DATE BY SUBMITTALS / REVISIONS	CIVIL ENGINEERING LANDSCAPE ARCHITECTURE ENVIRONMENTAL PLANNING TRANSPORTATION	 ZEV COHEN & ASSOCIATES, INC. P.O. BOX 16010 ORLANDO, FLA 32716 www.zcva.com Page 42
	DRAWN BY: MCH CHECKED BY: RMH DATE: 01-01-2010	VOLUSIA COUNTY, FLORIDA	1 7/1/2013 ZEB REVISED PER COUNTY COMMENTS DATED 6/14/13		

EXHIBIT "B"

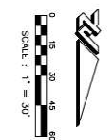
Page 3 of 10







ASPHALT



LEGEND:

FLOW DIRECTION

PROPOSED CONCRETE

PROPOSED
DRAIN FIELD

PROPOSED
DRAIN FIELD



ENCLOSURE - LOT 1

Retention Basin Calculation
Total Lot Area = 42849 S.F.
Impervious Area = 8449 S.F.
% Impervious = (8449/42849) x 100 = 19.72%

31.13%

Retention Basins:

1" over Project Area

(59783 SF x 1" = 458 CFT)

Retention Provided (Foot 1)

Retention Provided (Foot 2)

Retention Provided (Foot 3)

Retention Provided (Foot 4)

Retention Provided (Foot 5)

Retention Provided (Foot 6)

Retention Provided (Foot 7)

Retention Provided (Foot 8)

Retention Provided (Foot 9)

Retention Provided (Foot 10)

Retention Provided (Foot 11)

Retention Provided (Foot 12)

Retention Provided (Foot 13)

Retention Provided (Foot 14)

Retention Provided (Foot 15)

Retention Provided (Foot 16)

Retention Provided (Foot 17)

Retention Provided (Foot 18)

Retention Provided (Foot 19)

Retention Provided (Foot 20)

Retention Provided (Foot 21)

Retention Provided (Foot 22)

Retention Provided (Foot 23)

Retention Provided (Foot 24)

Retention Provided (Foot 25)

Retention Provided (Foot 26)

Retention Provided (Foot 27)

Retention Provided (Foot 28)

Retention Provided (Foot 29)



ENCLOSURE - LOT 1

Retention Basin Calculation
Total Lot Area = 78408 S.F.
Impervious Area = 37799 S.F.
% Impervious = (37799/78408) x 100 = 48.21%

12.04%

Retention Basins:

1" over Project Area

(45978 SF x 1" = 458 CFT)

Retention Provided (Foot 1)

Retention Provided (Foot 2)

Retention Provided (Foot 3)

Retention Provided (Foot 4)

Retention Provided (Foot 5)

Retention Provided (Foot 6)

Retention Provided (Foot 7)

Retention Provided (Foot 8)

Retention Provided (Foot 9)

Retention Provided (Foot 10)

Retention Provided (Foot 11)

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Retention Provided (Foot 13)

Retention Provided (Foot 14)

Retention Provided (Foot 15)

Retention Provided (Foot 16)

Retention Provided (Foot 17)

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Retention Provided (Foot 27)

Retention Provided (Foot 28)

Retention Provided (Foot 29)

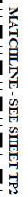
ENCLAVE
FINAL ENGINEERING PLANS
TYPICAL LOT LAYOUT EXHIBIT

CITY OF ORLANDO, FLORIDA

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION







to impervious construction.

- [illegible]

"In case of planting 151 trees, Mitigation shall occur within the Greenbelt Buffer and remaining lot area.



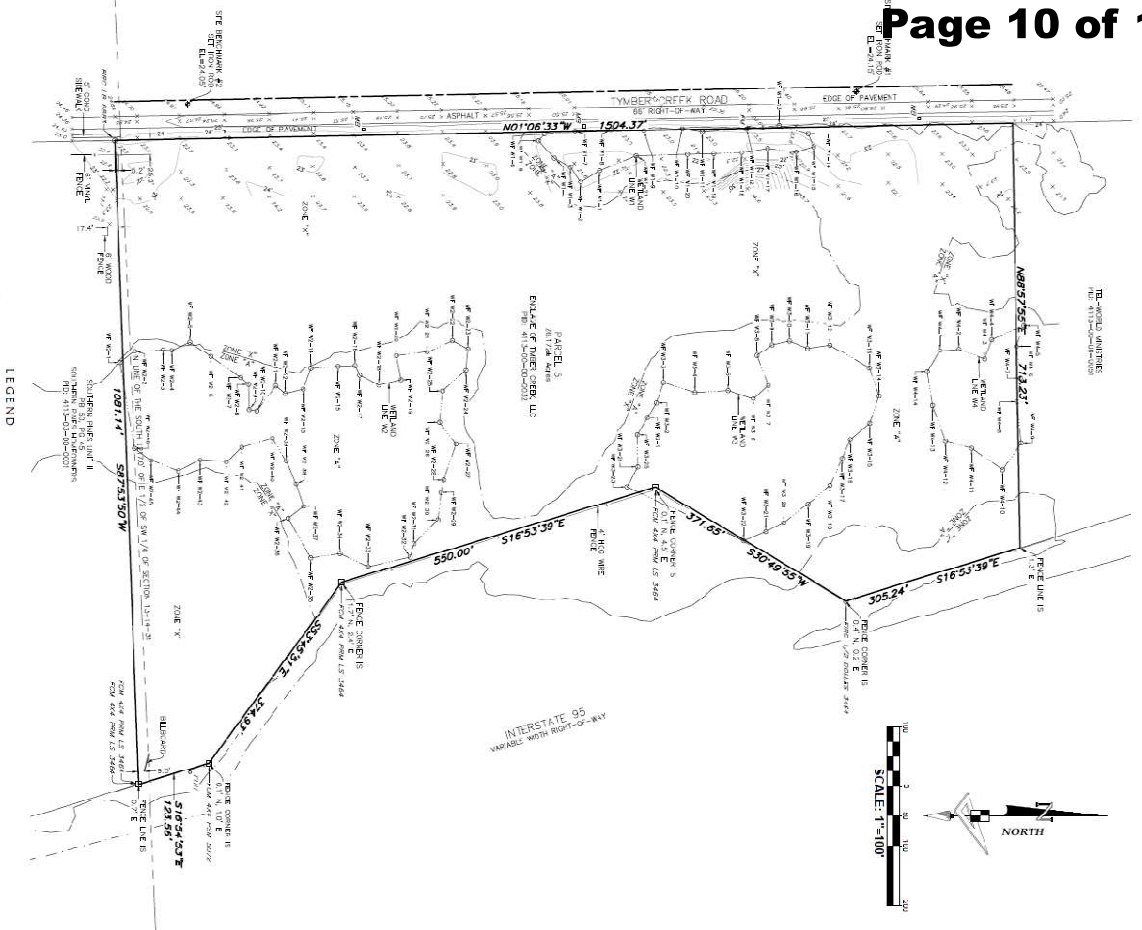
USER	VARIETY	QUANTITY	4 1/2" each	4 12" total	Trm
SPECIMENS BEING REMOVED					

Category		Quantity	Unit Price	Total Value	Net Value	Net Value
1-2	1-2	1	3897.00	3897.00	3897.00	3897.00
3-4	3-4	1	3897.00	3897.00	3897.00	3897.00
5-6	5-6	1	3897.00	3897.00	3897.00	3897.00
7-8	7-8	1	3897.00	3897.00	3897.00	3897.00
9-10	9-10	1	3897.00	3897.00	3897.00	3897.00
11-12	11-12	1	3897.00	3897.00	3897.00	3897.00
13-14	13-14	1	3897.00	3897.00	3897.00	3897.00
15-16	15-16	1	3897.00	3897.00	3897.00	3897.00
17-18	17-18	1	3897.00	3897.00	3897.00	3897.00
19-20	19-20	1	3897.00	3897.00	3897.00	3897.00
21-22	21-22	1	3897.00	3897.00	3897.00	3897.00
23-24	23-24	1	3897.00	3897.00	3897.00	3897.00
25-26	25-26	1	3897.00	3897.00	3897.00	3897.00
27-28	27-28	1	3897.00	3897.00	3897.00	3897.00
29-30	29-30	1	3897.00	3897.00	3897.00	3897.00
31-32	31-32	1	3897.00	3897.00	3897.00	3897.00
33-34	33-34	1	3897.00	3897.00	3897.00	3897.00
35-36	35-36	1	3897.00	3897.00	3897.00	3897.00
37-38	37-38	1	3897.00	3897.00	3897.00	3897.00
39-40	39-40	1	3897.00	3897.00	3897.00	3897.00
41-42	41-42	1	3897.00	3897.00	3897.00	3897.00
43-44	43-44	1	3897.00	3897.00	3897.00	3897.00
45-46	45-46	1	3897.00	3897.00	3897.00	3897.00
47-48	47-48	1	3897.00	3897.00	3897.00	3897.00
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57-58	57-58	1	3897.00	3897.00	3897.00	3897.00
59-60	59-60	1	3897.00	3897.00	3897.00	3897.00
61-62	61-62	1	3897.00	3897.00	3897.00	3897.00
63-64	63-64	1	3897.00	3897.00	3897.00	3897.00
65-66	65-66	1	3897.00	3897.00	3897.00	3897.00
67-68	67-68	1	3897.00	3897.00	3897.00	3897.00
69-70	69-70	1	3897.00	3897.00	3897.00	3897.00
71-72	71-72	1	3897.00	3897.00	3897.00	3897.00
73-74	73-74	1	3897.00	3897.00	3897.00	3897.00
75-76	75-76	1	3897.00	3897.00	3897.00	3897.00
77-78	77-78	1	3897.00	3897.00	3897.00	3897.00
79-80	79-80	1	3897.00	3897.00	3897.00	3897.00
81-82	81-82	1	3897.00	3897.00	3897.00	3897.00
83-84	83-84	1	3897.00	3897.00	3897.00	3897.00
85-86	85-86	1	3897.00	3897.00	3897.00	3897.00
87-88	87-88	1	3897.00	3897.00	3897.00	3897.00
89-90	89-90	1	3897.00	3897.00	3897.00	3897.00
91-92	91-92	1	3897.00	3897.00	3897.00	3897.00

- | | |
|---|--|
|  | PLANTING PROTECTED TREE (S) TO BE PLANTED |
|  | DONATING PROTECTED TREE (S) TO BE REMOVED (AS PER SEPARATE REQUIREMENTS) |
|  | PLANTING SPECIALLY TRIMMED TREE |
|  | DONATING SPECIALLY TRIMMED TREE TO BE PLANTED |
|  | DONATING NATURAL PRESERVATION AREA TO BE PLANTED (S) TO BE PLANTED |

- | | |
|---------|-------------|
| IV | CECARE TREE |
| PP | SWAMP BA |
| ICIV | HOLY TRIF |
| LIST | SWEET GUM |
| MAGNANV | MAGNOLIA |
| CL | CHERRY LA |
| PEEL | PINE TREE |
| SPURGE | SPURGE TR |
| WO | WATER OX |
| OV | LIV OAK T |
| LA | LARLE CA |
| CP | FLAM REE |
| TD | CYPRESS T |





LEGEND

3/4" = 100' Official Record Book
1/4" = 100' Official Record Book
1/8" = 100' Official Record Book
1/16" = 100' Official Record Book
1/32" = 100' Official Record Book
1/64" = 100' Official Record Book
1/128" = 100' Official Record Book
1/256" = 100' Official Record Book
1/512" = 100' Official Record Book
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ATTACHMENT 3

Final Plat

GENERAL NOTES: 1. THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 01°06'33" EAST ALONG THE EASTERLY RIGHT-OF-WAY OF TYMBER CREEK ROAD, AS NOW SURVEYED AND ESTABLISHED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983(2011), AND WAS ESTABLISHED USING GPS RTK OBSERVATIONS WITH FDOT+PRN BASELINE CORRECTIONS.

2. THE DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND DECIMALS THEREOF. FOOT TO METER CONVERSION FORMULA IS 1 US FT = 0.304800609601 M.

3. WETLANDS SHOWN HEREON WERE TAKEN FROM AN ALTANSPS LAND TITLE SURVEY PREPARED BY GEOPONT SURVEYING, INC. DATED 06/10/21.

4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR ORAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

5. LOT CORNERS WILL BE SET AT THE TIME AS REQUIRED BY CHAPTER 177.091(9) FLORIDA STATUTES.

6. THIS PROPERTY LIES WITHIN FLOOD ZONE X, FLOOD ZONE X SHADED AND FLOOD ZONE A. NO BASE FLOOD ELEVATION FOR THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAPS, NFP FIRM MAP NO. 12127C0162J WITH A REMISED DATE OF FEBRUARY 19, 2014 AND FEMA LOMA CASE NO. 05-04-4559A.

7. THE 10.00 FOOT FRONT LOT UTILITY EASEMENT SHALL PROVIDE THAT SUCH EASEMENT SHALL ALSO BE AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF INTERNET AND CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF INTERNET AND CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION DOES NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION, F.S. 177.091 (29).

8. ACCESS EASEMENT A IS DEDICATED TO THE OWNERS OF LOTS 1 AND 3. ACCESS EASEMENT B IS DEDICATED TO THE OWNERS OF LOTS 4 AND 6. ACCESS EASEMENT C IS DEDICATED TO THE OWNERS OF LOTS 7 AND 9 AND ACCESS EASEMENT D IS DEDICATED TO THE OWNERS OF LOTS 10 AND 12.

9. THE GREENBELT EASEMENT ON EACH LOT IS TO REMAIN IN ITS NATURAL STATE. NO TREE REMOVAL IS ALLOWED IN THIS AREA. MAINTENANCE OF THE GREENBELT AREA IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND ANY DISTURBANCE OR CHANGES WILL REQUIRE THE APPROVAL OF THE CITY OF ORMOND BEACH LANDSCAPE ARCHITECT.

10. A ONE (1) FOOT NON-VEHICULAR ACCESS EASEMENT IS HEREBY DEDICATED TO THE COUNTY OF VOLUSIA ALONG THE WESTERLY LINE OF LOTS 1, 3, 4, 6, 7, 9, 10 AND 12.

11. SITE INFORMATION:
ZONING: SR - SUBURBAN RESIDENTIAL DEVELOPMENT
TOTAL LOTS 12
MINIMUM SETBACKS: FRONT - 30'
SIDE - 10' WITH 30' COMBINED
REAR - 20'

CONSENT AND JOINDER OF MORTGAGEE TO PLAT OF ENCLAVE SUBDIVISION

THE UNDERSIGNED, INTRACOASTAL BANK, THE HOLDER OF THE MORTGAGE RECORDED IN OFFICIAL RECORD BOOK 8650, PAGES 3534 THROUGH 3556 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA (THE MORTGAGE DOCUMENT), DOES HEREBY JOIN IN, CONFIRM AND CONSENT TO THE PLAT OF ENCLAVE SUBDIVISION.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS UNDERSIGNED OFFICER, RICHARD S. WELLS, SENIOR VICE PRESIDENT ON THIS _____ DAY OF _____, 2025.

INTRACOASTAL BANK

BY: _____
RICHARD S. WELLS, SENIOR VICE PRESIDENT

SIGNED AND SEALED
IN THE PRESENCE OF:

PRINTED NAME

PRINTED NAME

STATE OF FLORIDA - COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2025 RICHARD S. WELLS, SENIOR VICE PRESIDENT OF INTRACOASTAL BANK PERSONALLY APPEARED AND EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THE CONSSENTED ACT OF SAID COMPANY FOR THE USES AND PURPOSES EXPRESSED HEREIN. HE IS PERSONALLY KNOWN TO ME, OR PRODUCED _____ AS IDENTIFICATION.

PRINTED NAME

SEAL:

NOTARY PUBLIC:
STATE OF FLORIDA
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

SHEET 1 OF 2

ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

COPYRIGHT 2025

SYMBOLS AND DESCRIPTIONS

P.R.M. SET 18" X 12" IRON ROD WITH DISK MARKED "PRM" L8894

ENCLAVE SUBDIVISION
475 N. TYMBER CREEK ROAD
SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PROPERTY DESCRIPTION:
A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, AS DESCRIBED IN OFFICIAL RECORD BOOK 5761 PAGES 601 THROUGH 604

PARCEL 5:

THE EAST ONE HALF (1/2) OF THE SOUTHWEST ONE QUARTER (1/4) OF SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, LYING WESTERLY OF INTERSTATE 95, EXCEPTING THEREFROM THE SOUTH 1217.0 FEET, AND ALSO EXCEPTING THEREFROM THE WEST 33 FEET IN HULL ROAD, A 66 FOOT STREET AS NOW Laid OUT, BEING IN VOLUSIA COUNTY, FLORIDA, CONTAINING 25.093 ACRES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 47X4' CONC. MONUMENT FOUND AT THE NORTHWEST CORNER OF SECTION 24 TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE RUNNING ALONG THE NORTHERLY LINE OF SAID SECTION 24 N 87°12'56" E 1383.11 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF TYMBER CREEK ROAD, THENCE RUNNING ALONG THE EASTERLY RIGHT-OF-WAY OF SAID TYMBER CREEK ROAD N 01°06'33" W 1554.46 FEET TO A POINT, THENCE RUNNING ALONG THE WESTERLY LINE OF SAID PROPERTY N 88°15'50" E 713.27 FEET TO A IRON ROD AND CAP MARKED L88189 SET ON THE WESTERLY RIGHT-OF-WAY OF INTERSTATE 95, VARIABLE WIDTH RIGHT-OF-WAY, THENCE RUNNING ALONG THE WESTERLY RIGHT-OF-WAY OF SAID INTERSTATE 95, THENCE RUNNING ALONG THE WESTERLY RIGHT-OF-WAY OF SAID INTERSTATE 95 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:
1) S 16°53'39" E 352.26 FEET TO AN IRON ROD AND CAP MARKED L3464, 2) S 30°49'55" W 371.87 FEET TO A CONCRETE MONUMENT MARKED L3464, 3) S 16°53'39" E 350.03 FEET TO A CONCRETE MONUMENT MARKED L3464, 4) S 53°49'51" E 374.95 FEET TO A 47X4' CONCRETE MONUMENT MARKED P845072, 5) S 16°53'39" E 123.56 FEET TO A 47X4' CONCRETE MONUMENT MARKED L3464 FOUND AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE RUNNING ALONG THE SOUTHERLY LINE OF SAID PROPERTY S 87°53'35" W 1081.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.172 ACRES OF LAND MORE OR LESS.

ABBREVIATIONS

CONC. - CONCRETE
D.U.E. - DRAINAGE & UTILITY EASEMENT
FOOT - FEET
PRM - FLORIDA PERMANENT REFERENCE NETWORK
GNSS - GLOBAL NAVIGATION SATELLITE SYSTEM
HOA - HOMEOWNERS ASSOCIATION
LB - LICENSED BUSINESS
LS - LICENSED SURVEYOR

PAGE - PAGES
P.M. - PERMANENT REFERENCE MONUMENT
PSM - PROFESSIONAL SURVEYOR AND MAPPER
RTK - REAL TIME KINEMATICS
R/W - RIGHT OF WAY
SQ. FT. - SQUARE FEET
TYP. - TYPICAL

CERTIFICATE OF CLERK
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2025.

CLERK OF THE COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ATTORNEY CERTIFICATE OF APPROVAL
THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2025 THIS PLAT WAS APPROVED.

BY: _____
RANDAL A. HAYES, CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH
THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2025 THIS PLAT WAS APPROVED BY THE CITY OF ORMOND BEACH.

BY: _____
JASON LESLIE, MAYOR

ATTEST: _____ CITY CLERK

CERTIFICATE OF SURVEYOR
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND SHOWN HEREON, AND THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE INFORMATION SHOWN HEREON COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177.091. IF FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) CONCERNING THE PERMANENT REFERENCE MONUMENTS; THAT THE LAND SHOWN HEREON LIES WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, AND THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA.

JOSEPH JAY WOOLDRIDGE, PSM NUMBER 6994
ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490

CERTIFICATE OF SURVEYOR AND MAPPER REVIEWING THIS PLAT FOR THE CITY OF ORMOND BEACH
I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EITHER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF ORMOND BEACH, FLORIDA, AND THAT I HAVE REVIEWED THIS SURVEY AND PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CITY REGISTERED SURVEYOR
LICENSE NUMBER:
COMPANY:
COMPANY ADDRESS:
COMPANY PHONE:

CITY ENGINEER CERTIFICATE OF APPROVAL
THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2025 THIS PLAT WAS APPROVED BY THE CITY ENGINEER, CITY OF ORMOND BEACH.

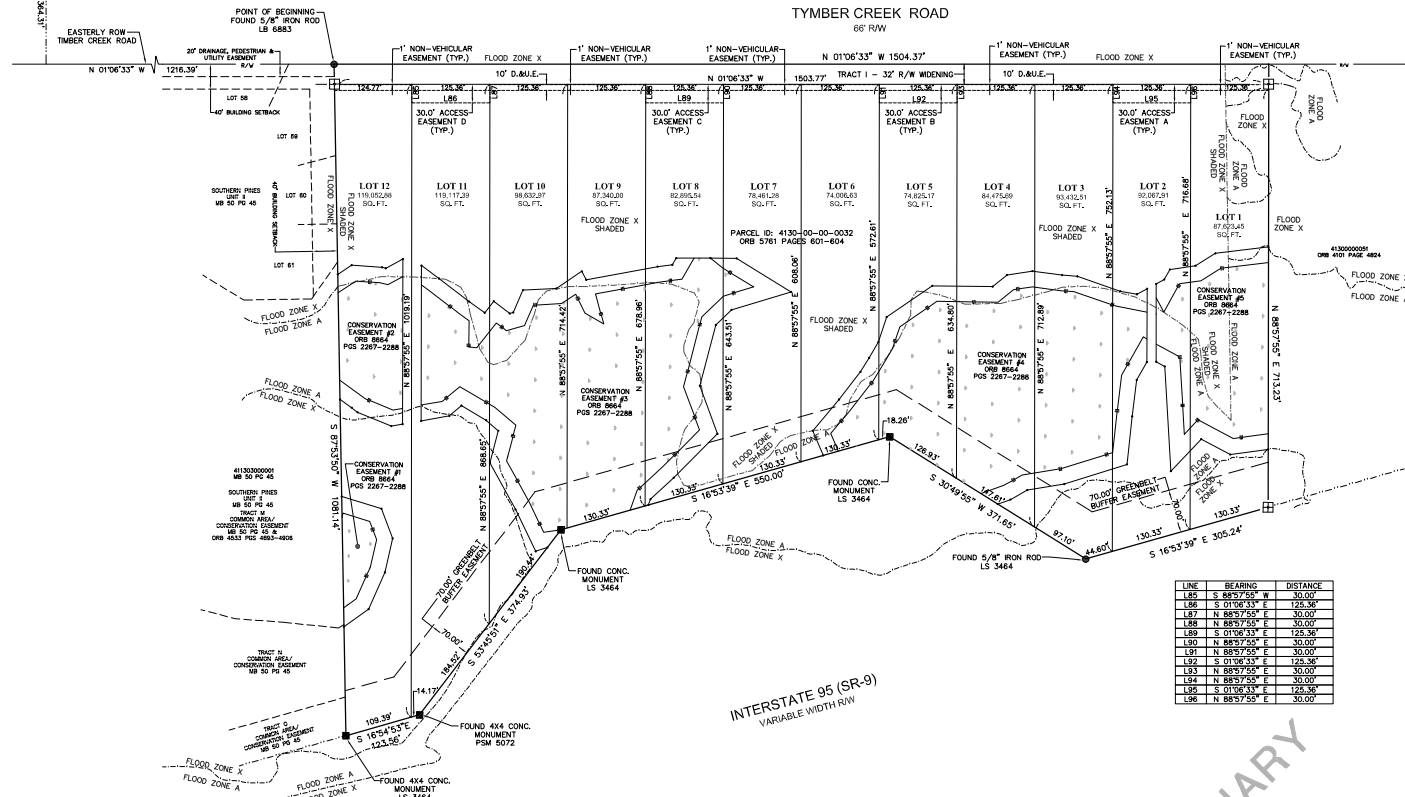
BY: _____
ALEX SCHUMANN, CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

ENCLAVE SUBDIVISION
 475 N. TYMBER CREEK ROAD
 SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST
 CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____



POINT OF COMMENCEMENT
 FOUND CONCRETE MONUMENT
 NORTHERLY LINE OF SECTION 24



LINE	BEARING	DISTANCE
L85	S 88° 7' 55" W	30.00'
L86	S 01° 06' 33" E	125.36'
L87	N 88° 7' 55" E	30.00'
L88	N 88° 7' 55" E	30.00'
L89	S 01° 06' 33" E	125.36'
L90	N 88° 7' 55" E	30.00'
L91	N 88° 7' 55" E	30.00'
L92	S 01° 06' 33" E	125.36'
L93	N 88° 7' 55" E	30.00'
L94	N 88° 7' 55" E	30.00'
L95	S 01° 06' 33" E	125.36'
L96	N 88° 7' 55" E	30.00'

ATLANTIC DRAFTING & SURVEYING, INC.
 1362 N. US HWY 1, SUITE 304
 ORMOND BEACH, FLORIDA 32174
 PHONE: 386-264-8490 - LB#8179



SYMBOLS AND DESCRIPTIONS

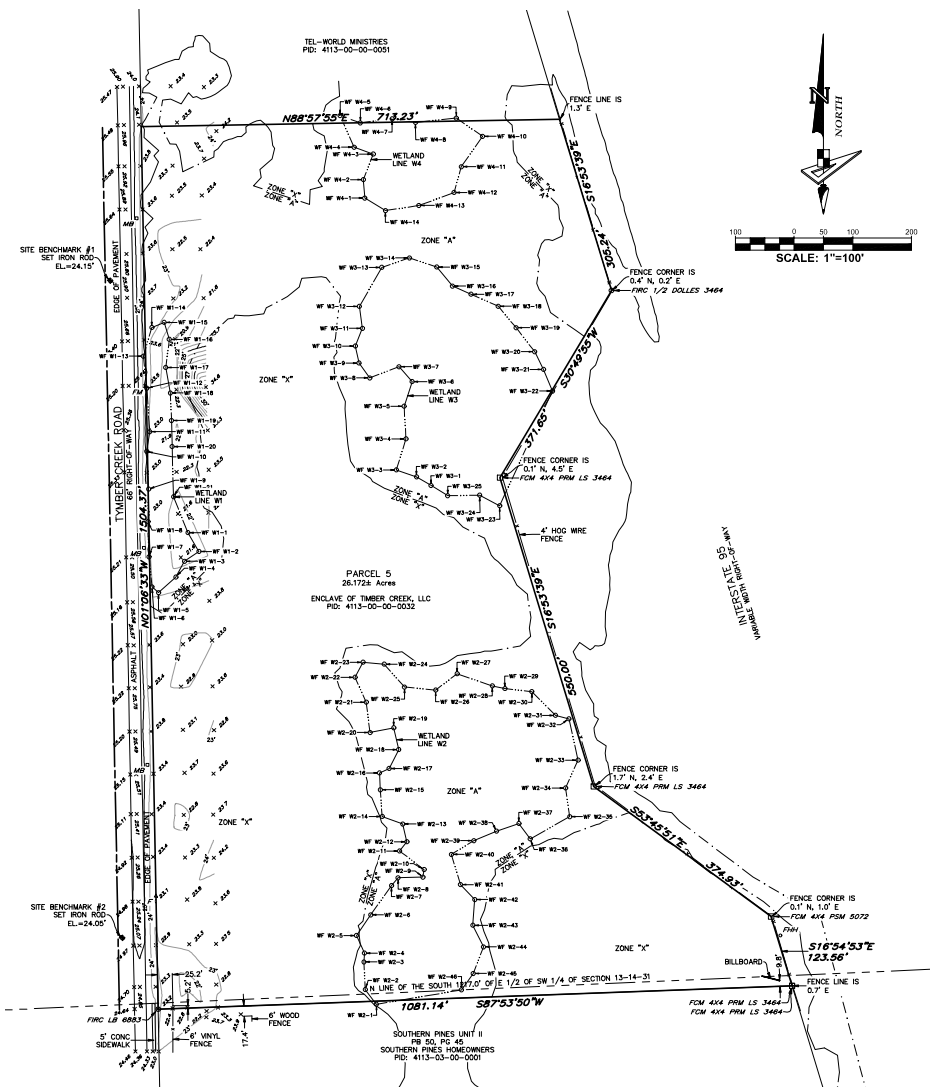
□ P-RM. SET 18" X 12" IRON ROD WITH DISK MARKED "TRM" LS6994

◻ DENOTES WETLAND AREAS

SEE SHEET 1 FOR NOTES, SYMBOLS AND ABBREVIATIONS

PRELIMINARY

SHEET 2 OF 2



LEGEND	
O/R ----- Official Records Book	FM ----- Buried Force Main Warning Marker
PI ----- Plat Book	FO ----- Buried Fiber Optic Warning Marker
PG ----- Page(s)	FMH ----- Fiber Optic Handhole
NAVD88 ----- North American Vertical Datum of 1988	MB ----- Mail Box
PID ----- Property Identification Number	MS ----- Sign
SP ----- Set 1/2" Iron Rod LB7768	----- Wetland Line
SMG2 ----- Set Mag Nail & Disk LB7768	20' ----- Contour Line
FRC ----- Found Iron Rod & Cap	
FCM ----- Found Concrete Monument	
P.C.M. ----- Permanent Reference Monument	
R/W ----- Right-of-way	
W/F ----- Wetland Flag	

LEGAL DESCRIPTION:

PARCEL 1: (NOT INCLUDED IN THIS SURVEY)
The Southwest one quarter (1/4) of the Northwest one quarter (1/4) of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom the Easterly 33 feet in Hull Road, a 66 foot street as now laid out, also subject to an easement over and upon the Southerly 25 feet thereof, also excepting therefrom, a portion from the West one quarter (1/4) of said Section 24, as the point of beginning, run North 01°56'27" West along the West line of said Section 24 a distance of 119.25 feet; thence South 24°15'27" East along the West line, run North 88°19'45" East a distance of 1348.62 feet; thence South 01°27'10" East a distance of 160.17 feet to a point on the South line of Northwest one quarter (1/4) of said Section 24; thence following said South line South 87°31'05" West a distance of 1347.82 feet to West one quarter (1/4) of Section 24 and point of beginning.

PARCEL 5:
The East one half (1/2) of the Southwest one quarter (1/4) of Section 13, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom the South 1217.12 feet, and also excepting therefrom the West 33 feet in Hull Road, a 66 foot street as now laid out, being in Volusia County, Florida.

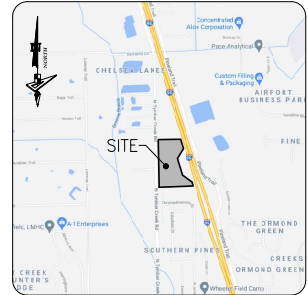
PARCEL 8: (NOT INCLUDED IN THIS SURVEY)
A portion of Section 23, Township 14 South, Range 31 East, Volusia County, Florida, described as follows:
From the East one quarter (1/4) of said Section 23, run North 01°56'27" West along the East line of said Section 23 a distance of 119.25 feet to the point of beginning, thence continue North 01°56'27" West along said East line a distance of 2516.66 feet to the Northeast corner of said Section 23, thence South 87°52'34" West along the North line of said Section 23 a distance of 167.43 feet; thence departing said West line, run North 01°56'27" East a distance of 2516.42 feet, thence North 88°19'45" East, a distance of 157.43 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING PARCEL: (NOT INCLUDED IN THIS SURVEY)
A portion of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida.

Commence at the Southwest corner of the Northwest 1/4 of said Section 24, thence North 00°52'02" West along the West line of said Section 24 a distance of 119.27 feet to a point on the existing right-of-way line per Official Records Book 3252, Page 101 in the Public Records of Volusia County, Florida, thence North 89°24'03" East along said right-of-way line a distance of 1264.55 feet to the Point of Beginning, thence continue North 89°24'03" East along said right-of-way line a distance of 25.00 feet to the intersection with the Westerly right-of-way line of Timber Creek Road, a 66.00 foot wide right-of-way, thence North 00°49'48" West along said right-of-way line a distance of 25.00 feet, thence departing said right-of-way line South 44°19'08" West a distance of 35.30 feet to the Point of Beginning.

PARCEL 2: (NOT INCLUDED IN THIS SURVEY)
The Northwest 1/4 of the Northwest of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Beginning at the Northwest section corner of said Section 24, Township 14 South, Range 31 East, thence North 87°12'56" East along the North line of said Section 24, Township 14 South, Range 31 East, a distance of 1267.11 feet to a point on the West Right of Way line of North Timber Creek Road, thence South 01°53'40" East along said right-of-way line a distance of 1268.22 feet; thence South 88°32'17" West a distance of 128.91 feet to the West line of said Section 24, Township 14 South, Range 31 East, thence North 01°56'27" West along said West line of Section 24, a distance of 1268.30 feet to the Point of Beginning.



Certification:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7, 8, 9, 13, 16, 17 and 18 of Table A thereof. The field work was completed on 01/18/21.

GEOPOINT SURVEYING, INC.

Judd D. Finch
Florida Professional Surveyor and Mapper #7095

VERTICAL DATUM: NAVD88

PROJECT: Enclave		
PHASE: ALTA		
DRAWN: MRC	DATE: 06/10/21	CHECKED BY: JDF
P-CHECK: AW	FIELD BOOK: 2021-AW	
DATA FILE: ENCLAVE-BNDY\US88\AW		
REVISIONS		
DATE	DESCRIPTION	DRAWN BY
02/02/23	ADDED TREES	HF

SEE ABOVE ALTA/NSPS SURVEYOR'S CERTIFICATION

DATE OF LAST FIELD SURVEY: June 18, 2021
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RASSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
ENCLAVE OF TIMBER CREEK, LLC

LOCATED IN
Section 13, Township 14 S., Range 31 E.
Volusia County, Florida

GeoPoint
Surveying, Inc.

528 Northlake Blvd #1040 Phone: (321) 270-0440
Altamonte Springs, FL 32701 Fax: (813) 248-2766
www.geopointsurvey.com Licensee No. LB7768

SHEET NUMBER: 01 of 05

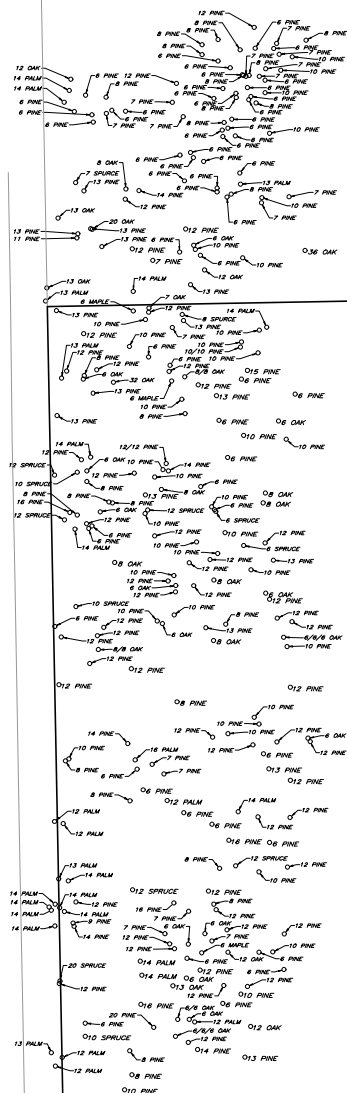
FILE PATH: C:\ENCLAVE\DATA\GPOI\PROJECTS\ENCLAVE\ALTA\222-AW - PLOTTED BY: MATTHEW CHOLEWICKI, ON: 2/23/2021 10:40 AM, LAST SAVED BY: MATTHEW CHOLEWICKI, ON: 2/23/2021 10:40 AM

Wetland Point Table			
Flag #	Northing	Easting	
WF W1-1	1800513.4660	614902.2400	
WF W1-2	1800481.3980	614921.0880	
WF W1-3	1800464.5260	614896.3670	
WF W1-4	1800437.6990	614881.0960	
WF W1-5	1800411.1170	614852.2100	
WF W1-6	1800402.9190	614840.9940	
WF W1-7	1800472.2510	614835.9130	
WF W1-8	1800532.2620	614834.1260	
WF W1-9	1800587.6630	614835.1610	
WF W1-10	1800651.8900	614831.9840	
WF W1-11	1800685.5140	614837.2130	
WF W1-12	1800739.5610	614832.3610	
WF W1-13	1800814.1560	614836.3090	
WF W1-14	1800862.9610	614840.8630	
WF W1-15	1800871.8970	614861.8770	
WF W1-16	1800842.8170	614870.5840	
WF W1-17	1800794.9450	614864.5130	
WF W1-18	1800751.5080	614872.2890	
WF W1-19	1800704.5380	614874.3430	
WF W1-20	1800660.2440	614875.3210	
WF W1-21	1800574.4990	614877.9550	

Wetland Point Table			
Flag #	Northing	Easting	
WF W2-1	1799709.5080	615223.4940	
WF W2-2	1799734.5330	615204.6970	
WF W2-3	1799781.7670	615202.2700	
WF W2-4	1799796.6170	615203.2310	
WF W2-5	1799826.6740	615189.6390	
WF W2-6	1799861.9890	615213.7210	
WF W2-7	1799911.7570	615249.2790	
WF W2-8	1799925.2490	615260.3820	
WF W2-9	1799926.3510	615302.8070	
WF W2-10	1799939.2230	615304.8430	
WF W2-11	1799970.7860	615262.9120	
WF W2-12	1799986.5290	615275.6240	
WF W2-13	1800016.8020	615268.3620	
WF W2-14	1800029.6740	615233.4030	
WF W2-15	1800075.0840	615230.1160	
WF W2-16	1800103.9280	615228.8030	
WF W2-17	1800111.4680	615245.3430	
WF W2-18	1800143.6320	615261.6260	
WF W2-19	1800180.8490	615253.0170	
WF W2-20	1800172.7240	615212.6850	
WF W2-21	1800224.4910	615206.2100	
WF W2-22	1800266.9330	615187.1020	
WF W2-23	1800282.5230	615200.7250	
WF W2-24	1800289.1340	615236.8290	
WF W2-25	1800250.2070	615271.3740	
WF W2-26	1800245.0410	615324.6750	
WF W2-27	1800272.8270	615361.1990	
WF W2-28	1800252.2170	615421.1800	
WF W2-29	1800247.6800	615442.7020	
WF W2-30	1800242.4380	615488.4710	
WF W2-31	1800201.9970	615528.7930	
WF W2-32	1800195.8590	615551.6820	
WF W2-33	1800125.7530	615567.3320	
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WF W2-40	1799964.9470	615351.3220	
WF W2-41	1799913.5270	615366.8730	
WF W2-42	1799888.0040	615391.2540	
WF W2-43	1799844.1070	615388.0330	
WF W2-44	1799807.3780	615406.1410	
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WF W2-46	1799733.9710	615368.4800	

Wetland Point Table			
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WF W3-3	1800620.3550	615257.3780	
WF W3-4	1800673.3220	615274.0190	
WF W3-5	1800728.9890	615270.7500	
WF W3-6	1800770.2060	615284.4230	
WF W3-7	1800796.1380	615262.1780	
WF W3-8	1800777.1340	615212.1360	
WF W3-9	1800802.5100	615193.9690	
WF W3-10	1800831.5930	615187.6500	
WF W3-11	1800861.6160	615199.8590	
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WF W3-13	1800965.4960	615232.7360	
WF W3-14	1800981.6290	615279.8360	
WF W3-15	1800966.2270	615326.4370	
WF W3-16	1800933.6240	615353.1200	
WF W3-17	1800919.8110	615384.8900	
WF W3-18	1800899.3300	615431.2260	
WF W3-19	1800862.6940	615461.7200	
WF W3-20	1800821.7900	615493.3620	
WF W3-21	1800791.6920	615508.4420	
WF W3-22	1800754.8720	615523.8250	
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WF W3-24	1800577.1090	615399.6290	
WF W3-25	1800576.4510	615344.9770	

Wetland Point Table			
Flag #	Northing	Easting	
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WF W4-3	1801158.5350	615218.1010	
WF W4-4	1801170.4730	615185.5320	
WF W4-5	1801224.3340	615161.5910	
WF W4-6	1801212.0200	615196.1680	
WF W4-7	1801218.5970	615250.3240	
WF W4-8	1801212.6730	615290.0630	
WF W4-9	1801219.9410	615359.6640	
WF W4-10	1801188.8870	615404.4080	
WF W4-11	1801137.1590	615368.2940	
WF W4-12	1801093.2190	615355.9830	
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WF W4-14	1801062.3560	615238.9830	



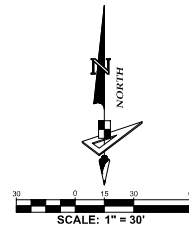
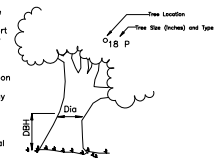
TEL-WORLD MINISTRIES
PID: 4113-00-00-0051

PARCEL 5
26.1722 ACRES
ENCLAVE OF TIMBER CREEK, LLC
PID: 4113-00-00-0032

TREE LEGEND

- SL ---- SLASH PINE (YELLOW PINE)
- WD ---- WAXY OAK
- CP ---- CABBAGE PALM (SABAL PALM)
- LA ---- LAUREL OAK (DIAMOND OAK)

NOTE: Trees by nature are irregular in size and shape. Every effort is made to accurately locate trees. The tree size is determined at six-meter breast height. The tree location is the center of the tree. This location may be different if located from a different direction. All tree locations should be field checked if critical to design.



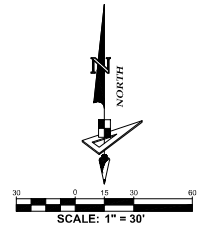
MATCH LINE SEE SHEET 04 OF 05

GeoPoint
Surveying, Inc.

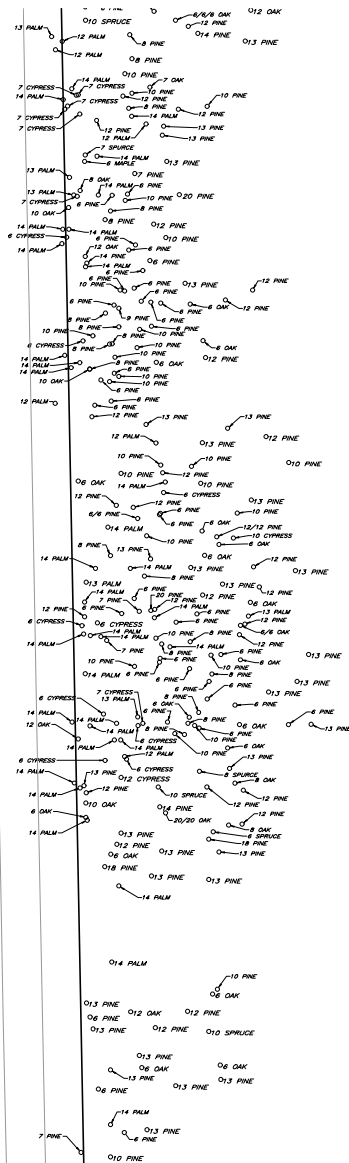
528 Northlake Blvd #1040 Phone: (321) 270-0440
Altamonte Springs, FL 32701 Fax: (813) 248-2266
www.geopointsurvey.com Licensee No. 187754

SHEET NUMBER: 03 of 05

MATCH LINE SEE SHEET 03 OF 05



TIMBER CREEK ROAD
66' RIGHT-OF-WAY

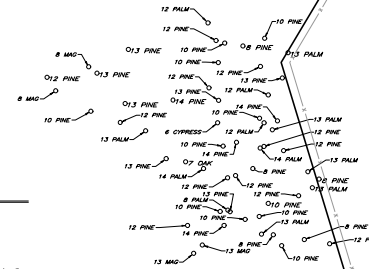
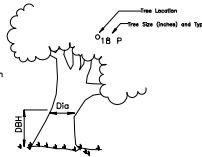


PARCEL 5
26.1728 Acres
ENCLAVE OF TIMBER CREEK, LLC
PID: 4113-00-00-0032

TREE LEGEND

SL ---- SLASH PINE (YELLOW PINE)
WD ---- WATER OAK
OP ---- CARBIDE PALM (SABAL PALM)
LA ---- LAUREL OAK (DIAMOND OAK)

NOTE: Trees by nature are irregular in size and shape. Every effort is made to accurately locate trees. The tree size is determined at diameter breast height. The tree location is the center of the tree. This location may be different if located from a different direction. All tree locations should be field checked if critical to design.



MATCH LINE SEE SHEET 05 OF 05

ATTACHMENT 4

SR, Suburban Residential
zoning district

Sec. 2-11. SR, Suburban Residential Zoning District.

The purpose of the Suburban Residential (SR) Zoning District is to implement the Suburban Low Density Residential (SLDR) Comprehensive Land Use Plan category with emphasis on a site-specific holding capacity and design parameters leading to the preservation of wetland vegetative communities and natural drainage and retention systems. The district is intended to promote and encourage creative design by allowing a variety of residential structures and a diversity of building arrangements and lot configurations, and to ensure privacy, safety and promote on-site amenities and encourage internal capture of vehicle trips. The added purpose of this district is to allow limited agricultural activities on properties equal to or greater than five acres in size, located west of Interstate 95 and north of State Road 40. In order to achieve the goals of the suburban low density residential land use category, as provided in the future land use element of the Comprehensive Plan, all developments other than single-family rural subdivisions with a density of one unit per acre or higher shall only be allowed if submitted and approved as a Planned Residential Development (PRD) pursuant to PRD district regulations in LDC section 2-35.												
A. PURPOSE:												
B. DIMENSIONAL STANDARDS												
1.	2.	3.	4.	5.	6.	7.	8.	9.				
Type	Density	Maximum Building Height	Maximum Building Coverage	Maximum Impervious Lot Coverage	Minimum Lot Size	Minimum Lot Width	Minimum Lot Depth	Setbacks				
								a. Front	b. Rear	c. Side	d. Street Side/Corner	e. Waterbody
Permitted	1 unit per 2 acres	35'	35%	75%	2 acres	100'	None	30'	30'	10' total 30'	30'	30'
PRD Overlay	4.05	35'	35%	75%	8,000 SF	80'	110'	25'	20'	8' total 20'	20'	30'
Single-Family—connected to water	1 unit per acre	35'	35%	75%	1 acre	100'	None	30'	30'	10' total 30'	30'	30'
If abutting Granada Boulevard	See above, determine if connected to water	35'	35%	75%	See above, determine if connected to water	250' 150' if directly accessed by service road set back at least 25' from ROW	None	75'	30'	10' total 30'	75'	30'
C. PERMITTED USES			D. CONDITIONAL USES				E. SPECIAL EXCEPTION USES			F. OTHER STANDARDS		
1. Community Residential Home 2. Dwelling, Single-Family, Detached 3. School, Public			1. Adult Day Care Center 2. Adult Family Care Center 3. Agricultural Use, Minor 4. Assisted Living Facility 5. Family Day Care Home 6. Foster Home 7. Garden Center/Nursery 8. Group Home 9. Parks and Recreation Facilities, Private 10. Parks and Recreation Facilities, Public 11. Public Facilities 12. Public Utilities 13. Telecommunication Tower or Antenna, Camouflaged 14. Water Survival Instruction 15. Wind Energy System				1. Child Care Facility 2. Houses of Worship 3. School, Private			All development must comply with the following requirements: 1. Wetlands (chapter 3, article II). 2. Special corridors and buffer requirements (chapter 3, article I). 3. See conditional and special exception regulations (chapter 2, article IV). 4. Use of dwelling units for transient lodging is prohibited in order to protect and maintain the residential character of the zoning district. 5. All single-family residential buildings shall have a minimum floor area of 1,350 square feet.		
G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III.												

(Ord. No. 2013-13, § 4, 2-5-2013)

Planning Board minutes from April 10, 2025

ITEM:

PZ-2025-138

Enclave Subdivision, Final Plat

Recommended for Approval: 6-0

Mr. Jorczak moved to approve the March 13, 2025 Minutes. Mr. Gentry seconded the motion. The minutes were unanimously approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

VII. PUBLIC HEARINGS

A. PZ-2024-137, Final Plat, Fountain View, Phase 1C

Mr. Steven Spraker, Planning Director, explained the application for a final plat for Fountain View, Phase 1C subdivision, as part of the Plantation Oaks Planned Residential Development. He stated that the subdivision consists of 141 lots on 90.33 acres and further explained the subdivision process, starting with the zoning. The zoning was completed in 2002 with the Planned Development, approved with Ordinance 2022-16. The preliminary plat was approved with Resolution 2024-55. Mr. Spraker explained that the Final Plat is a legal document that allows the subdivision of land after the infrastructure improvements are constructed. He concluded that staff recommends approval of the final plat.

Vice-Chair Shull opened it up to the Board for questions and entertained a motion.

Mr. Gentry motioned to approve PZ-2024-137, Final Plat, Fountain View, Phase 1C. Mr. Scudiero seconded it. Vote was called, and the motion was approved (6-0).

B. PZ-2025-138, Final Plat, Enclave Subdivision

Mr. Steven Spraker, Planning Director, explained the application for a final plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres, located at 475 North Tymber Creek Road. Mr. Spraker reviewed the location map and the final plat document, adding that with the SR, Suburban Residential zoning, it requires a minimum of one acre lots and connection to water. He continued that the Preliminary Plat was approved with Resolution 2023-191 in 2023 and is under construction. Mr. Spraker explained the process in that now they are coming back with the Final Plat to subdivide the land after the infrastructure improvements are constructed. Mr. Spraker concluded that staff recommends approval of the final plat.

Vice-Chair Shull opened it up to the Board, applicant, and any audience members for comments or questions, and entertained a motion.

Mr. Galloway motioned to approve PZ-2025-138, Final Plat, Enclave Subdivision. Mr. Railsback seconded it. Vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

None.

IX. OTHER BUSINESS

None.

X. MEMBER COMMENTS



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-19

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ENCLAVE SUBDIVISION"; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; 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 application submitted by Paylin Tymber 1 and 2, LLC, for a final plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres. The property is located at 475 North Tymber Creek Road.

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 subdivision of land for a residential subdivision.

- 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 subdivision of land for a residential subdivision. There are no charges or fees proposed.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is subdivision of land for a residential subdivision. 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 subdivision of land for a residential subdivision.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach

AGENDA ITEM

May 20, 2025 - City Commission

Number: 9.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-20
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Fountain View, Phase 1C Final Plat		
Summary:	This is an application submitted by Plantation Oaks of Ormond Beach, LLC, for a final plat for a 141-lot single-family subdivision on approximately 90.33 acres. The Fountain View, Phase 1C subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard. The final plat is consistent with the approved preliminary plat and Planned Residential Development zoning. The Planning Board reviewed the final plat at the April 10, 2025, meeting and recommended approval with a 6-0 vote.		
Financial Impact:	None		
Citizen Impact:	The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with the PRD, Planned Residential Development zoning district and preliminary plat. No citizen impact is anticipated as the result of the final plat.		
Recommended Action (Staff, Advisory Board and/or Other):	The <u>Planning Board</u> recommended APPROVAL of the final plat for Fountain View, Phase 1C, which consists of 141-lot single-family subdivision on approximately 90.33 acres.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Attachments:	1. 25-20 FountainView, Phase 1C- Final Plat (P25-0053G) 2. Exhibit A, Fountain View, Phase 1C Final Plat 3. 04.10.2025, Fountain View Phase 1C Final Plat PB Staff Report (8.5X11) 4. Draft Planning Board minutes, FV, Phase 1C Final Plat 5. Ordinance BIE, FV, Phase 1C Final Plat	
Approval:	Kelly McGuire, Finance Director 4/29/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/30/2025 Joyce Shanahan, City Manager 5/13/2025	

ORDINANCE NO. 2025-20

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “FOUNTAIN VIEW, PHASE 1C” SUBDIVISION, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on February 2, 2021, the City Commission approved Ordinance 2021-03 authorizing the approval and execution of the Plantation Oaks Planned Residential Development (PRD) Development Order incorporating previous Volusia County Development Orders, which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, on June 7, 2022, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the First Amended Plantation Oaks Planned Residential Development (PRD) Development Order authorizing certain revisions, which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, on September 4, 2024, the City Commission approved Ordinance 2024-24, authorizing the approval and execution of the Second Amended Plantation Oaks Planned Residential Development (PRD) Development Order authorizing certain revisions,

which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 8605, at Pages 4757 through 4770, inclusive, and

WHEREAS, on April 2, 2024, the City Commission approved Resolution 2024-55 approving a preliminary plat for a 141-lot subdivision known as “Fountain View, Phase 1C”, and

WHEREAS, on May 6, 2024, the City’s Site Plan Review Committee approved the subdivision construction plans. These plans detail the clearing/tree removal, protected areas, stormwater retention areas, the street grading plans, lot elevations, recreation area, and utilities, and

WHEREAS, on September 18, 2024, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the applicant desires to record the “Fountain View, Phase 1C” plat and if the project construction has not yet been completed and accepted by the Site Plan Review Committee, the applicant shall provide a subdivision performance guarantee prior to recordation, and

WHEREAS, the final plat for the “Fountain View, Phase 1C” subdivision has been reviewed by the City staff, the City Surveyor, the Planning Board and the Site Plan Review Committee and recommended for approval, and

WHEREAS, the City Commission concurs with the recommendation of the City staff, the City Surveyor, the Planning Board, and the Site Plan Review Committee, now therefore,

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

SECTION ONE. The City Commission hereby approves the final plat for the “Fountain View, Phase 1C” subdivision, as depicted on Exhibit “A” attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

- (a) The project improvements shall either be completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and
- (b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code*; and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

- (a) The plat is recorded within eighteen (18) months of the date of City Commission approval, said date being December 3, 2026.

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

PASSED UPON at the first reading of the City Commission, this 20th day of May, 2025.

PASSED UPON at the second and final reading of the City Commission, this 3rd day of June, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

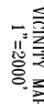
A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

1	COVER SHEET (CURRENT)
2	GENERAL NOTES SHEET
3-5	KEY SHEETS
6-12	DETAIL SHEETS

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

PREPARED BY:
R & ASSOCIATE
PROFESSIONAL LAND SURVEYORS
3621 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-6385
LICENSED BUSINESS CERTIFICATION NO. 30114



CERTIFICATE OF CLERK
 I, _____, CLERK OF THE CIRCUIT COURT OF THE
 COUNTY OF _____, FLORIDA, DO HEREBY
 CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM
 AND SUBSTANCE WITH THE RELEVANT STATUTES AND HAS BEEN FILED FOR RECORD ON THE
 DAY OF _____, 2025.

 CLERK OF THE CIRCUIT COURT IN AND FOR VOLUHA COUNTY, FLORIDA

[illegible]

SHEET 2 OF 12

FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

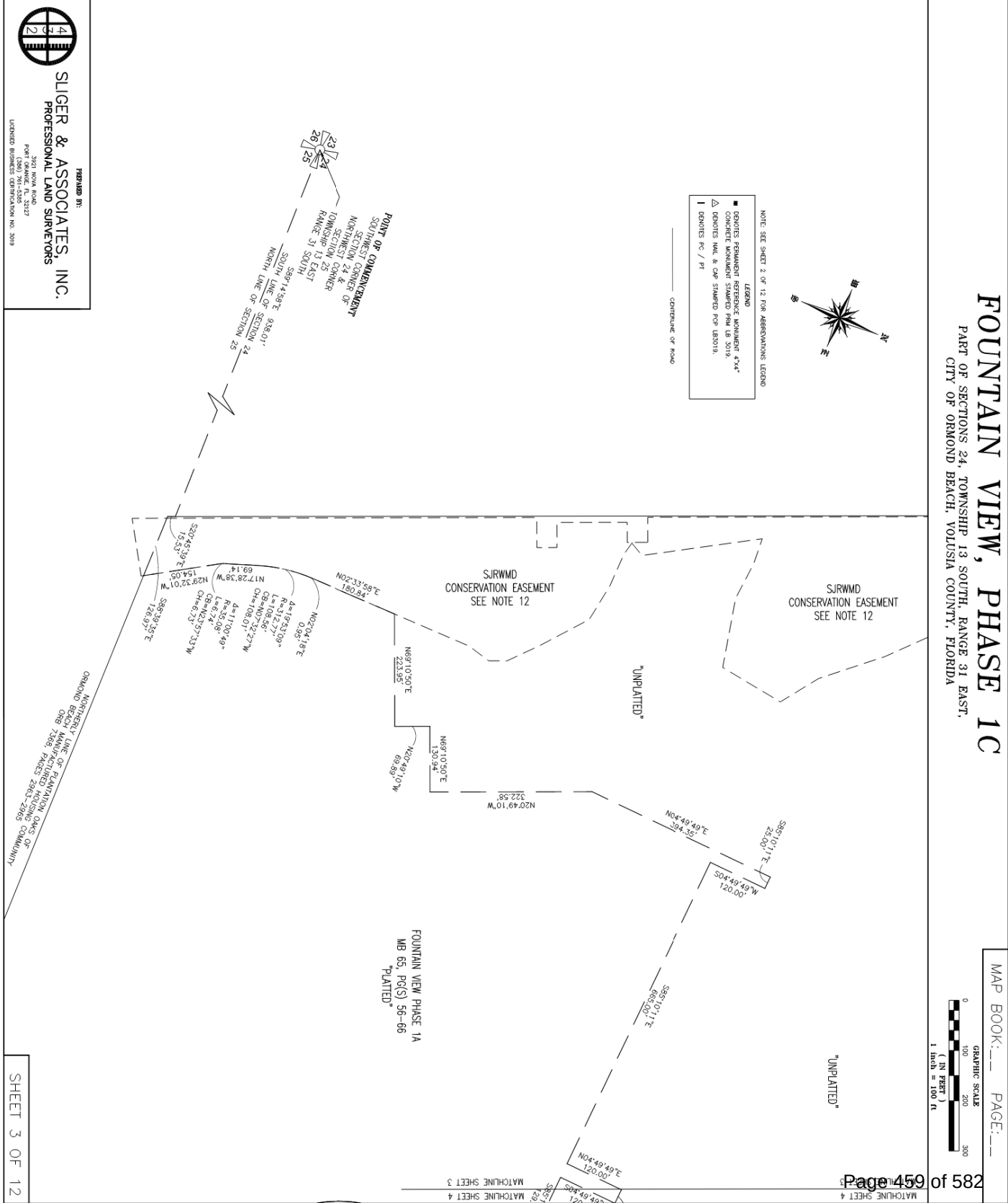
MAP BOOK: --- PAGE: ---



NOTE: SEE SHEET 2 OF 12 FOR APPROXIMATIONS LEGEND

LEGEND

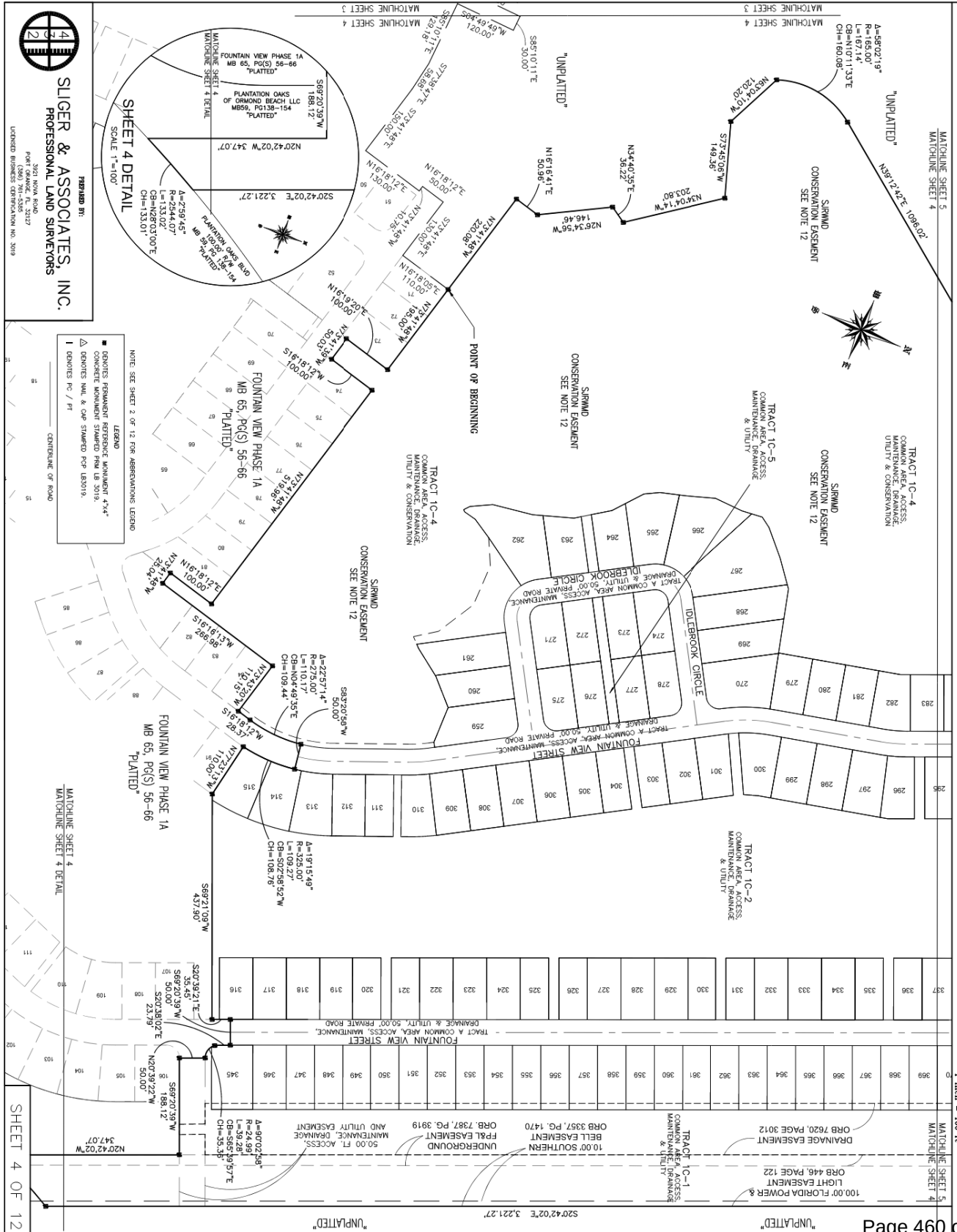
- GEOTECH PERMANENT REFERENCE MONUMENT 4"x4"
- △ GEOTECH MONUMENT STAMPED PER 18 2019
- GEOTECH NAIL & CAP STAMPED FOR 182019
- GEOTECH PC / PT
- CENTERLINE OF ROAD



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3001 NIXON ROAD
PORT ORLAND, FL 32277
LICENSED BUSINESS CERTIFICATION NO. 2019

FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE: 460 of 582



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1435 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33327
(954) 761-5335
LICENSED PROFESSIONAL SURVEYOR NO. 3039

SHEET 4 OF 12

FOUNTAIN VIEW, PHASE 1C

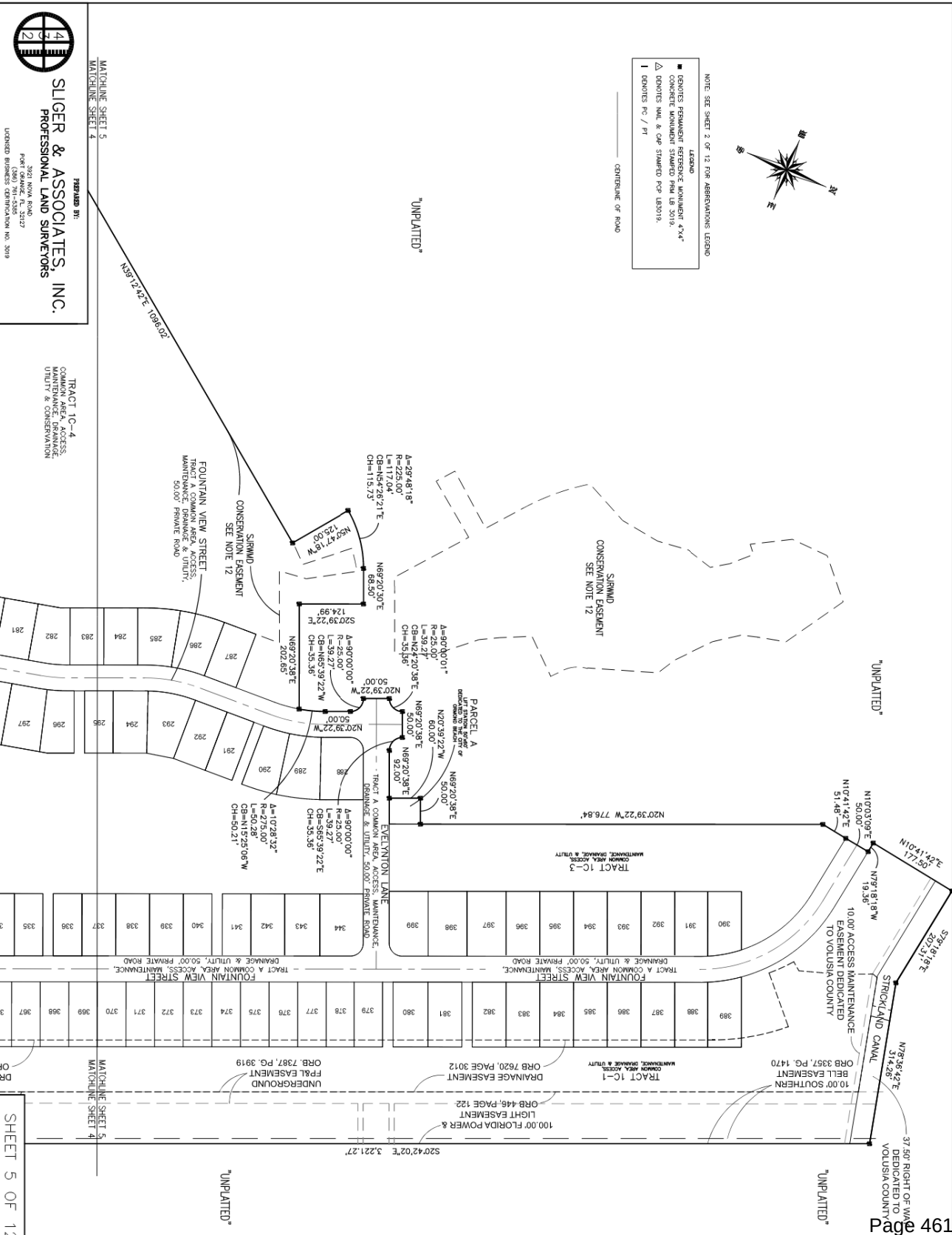
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE: 582



- NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND
- LEGEND
- INDICATES PERMANENT REFERENCE MONUMENT 4"x4"
 - △ INDICATES MONUMENT STAMPED PRIOR TO 2019.
 - INDICATES MAIL & CAP STAMPED PRIOR TO 2019.
 - INDICATES PC / PT

CENTRELINE OF ROAD

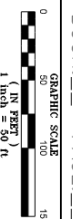


SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 HOWA ROAD
PORT ORMOND, FL 32127
UNLICENSED BUSINESS CERTIFICATION NO. 3099

FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: --- PAGE: ---



"UNPLATTED"



"UNPLATTED"

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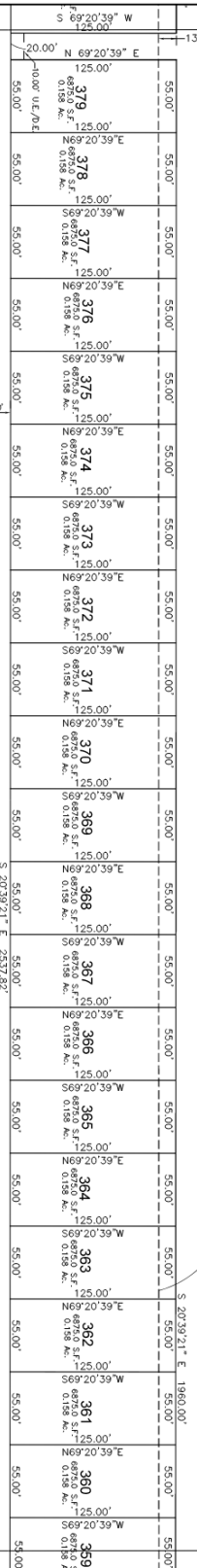
MATCHLINE SHEET 8
MATCHLINE SHEET 7

UNDERGROUND
FRL EASEMENT
ORB 7387, PG. 3919

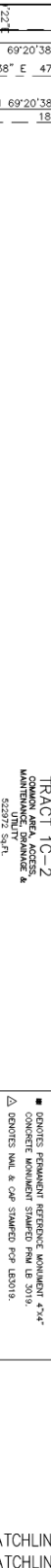
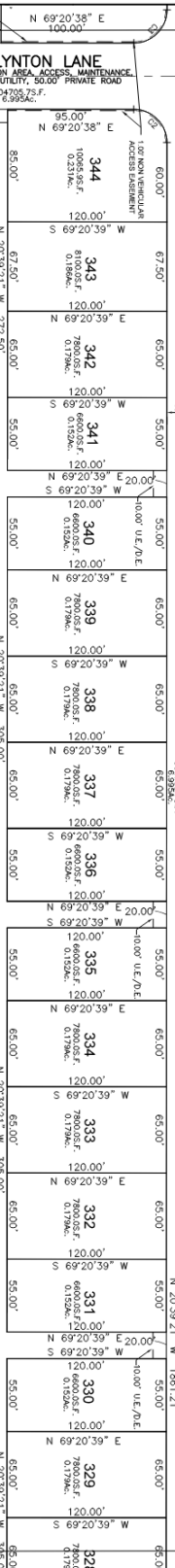
TRACT 10-1
COMMON AREA ACCESS
EASEMENT
FOR UTILITY
62,118.74'L
12,118.74'L

DRAINAGE EASEMENT
ORB 7920, PAGE 3012

MATCHLINE SHEET 7
MATCHLINE SHEET 6



FOUNTAIN VIEW STREET
100.00' U.E./D.E.
3,895.52' F.
DRAINAGE & UTILITY, 50.00' PRIVATE ROAD



NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

- LEGEND
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 - ▲ CONCRETE MONUMENT STAMPED PER 1019
 - △ EROSION MARK & CAP STAMPED PER 1019
 - I EROSION PC / PT

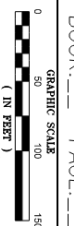
CONTINUING OF ROAD

MATCHLINE SHEET 7
MATCHLINE SHEET 10

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: --- PAGE: ---



NOTE: SEE SHEET 2 OF 12 FOR ABERRATIONS LEGEND

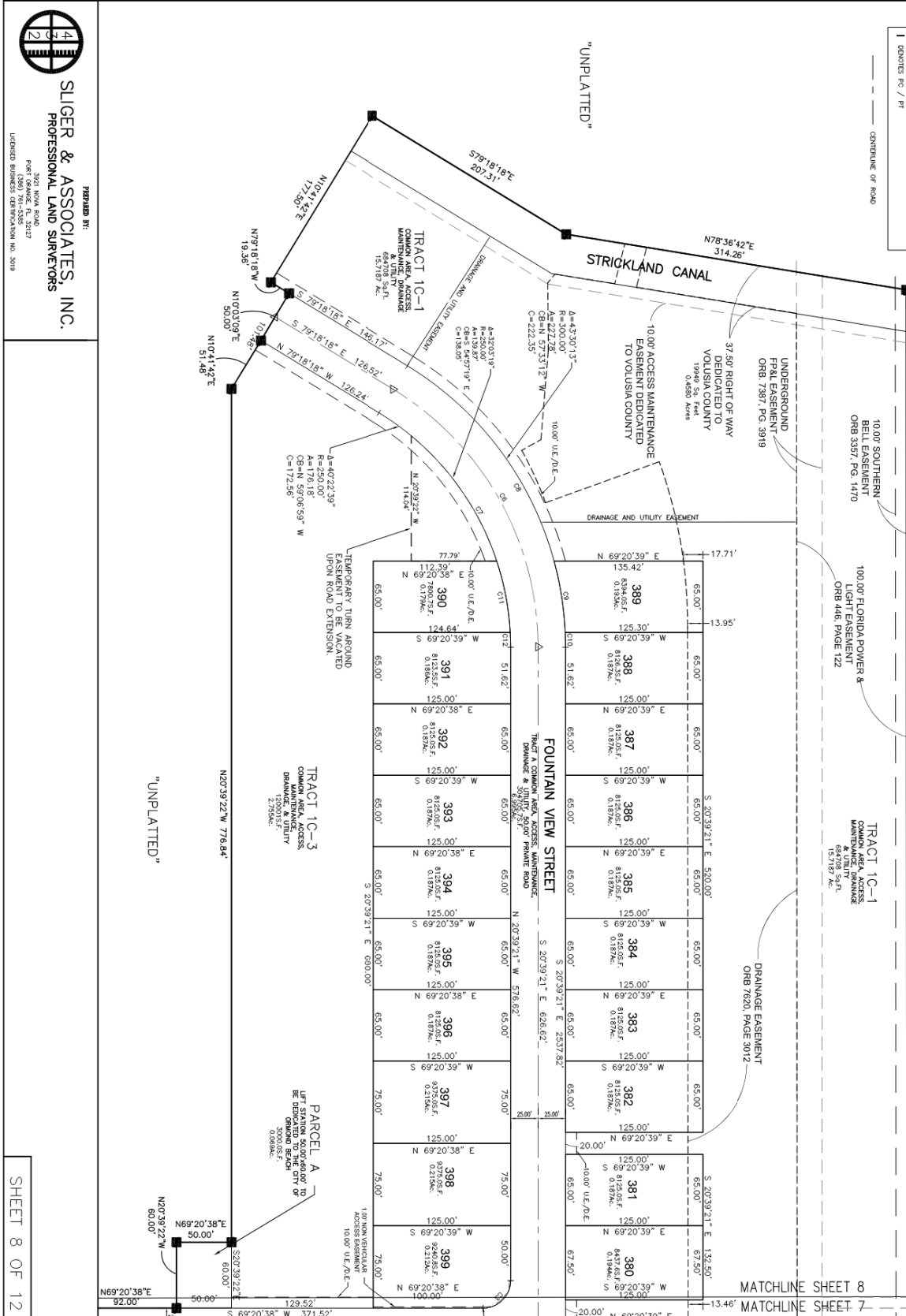
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- DENOTES PC / PT

"UNPLATTED"

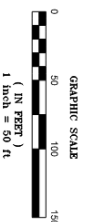
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70	70	250.00'	250.00'	250.00'	250.00'
71	71	250.00'	250.00'	250.00'	250.00'
72	72	250.00'	250.00'	250.00'	250.00'

"UNPLATTED"



FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



MATCHLINE SHEET 6
MATCHLINE SHEET 9

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4	100.00	12/15/07	100.00	4	100.00	12/15/07	100.00
5	100.00	12/15/07	100.00	5	100.00	12/15/07	100.00
6	100.00	12/15/07	100.00	6	100.00	12/15/07	100.00
7	100.00	12/15/07	100.00	7	100.00	12/15/07	100.00
8	100.00	12/15/07	100.00	8	100.00	12/15/07	100.00
9	100.00	12/15/07	100.00	9	100.00	12/15/07	100.00
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31	100.00	12/15/07	100.00	31	100.00	12/15/07	100.00
32	100.00	12/15/07	100.00	32	100.00	12/15/07	100.00
33	100.00	12/15/07	100.00	33	100.00	12/15/07	100.00
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35	100.00	12/15/07	100.00	35	100.00	12/15/07	100.00
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42	100.00	12/15/07	100.00	42	100.00	12/15/07	100.00
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44	100.00	12/15/07	100.00	44	100.00	12/15/07	100.00
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47	100.00	12/15/07	100.00	47	100.00	12/15/07	100.00
48	100.00	12/15/07	100.00	48	100.00	12/15/07	100.00
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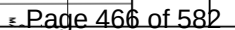
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LEGEND

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- CONCRETE MONUMENT STAMPED PER LB 2019
- IRON PILE & CAP STAMPED PER LB2019
- IRON PILE / PT
- CENTERLINE OF ROAD

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3021 NINA ROAD
PORT ORLAND, FL 32227
LICENSED BUSINESS CERTIFICATION NO. 2019

MAP BOOK. PAGE.

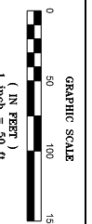


(396) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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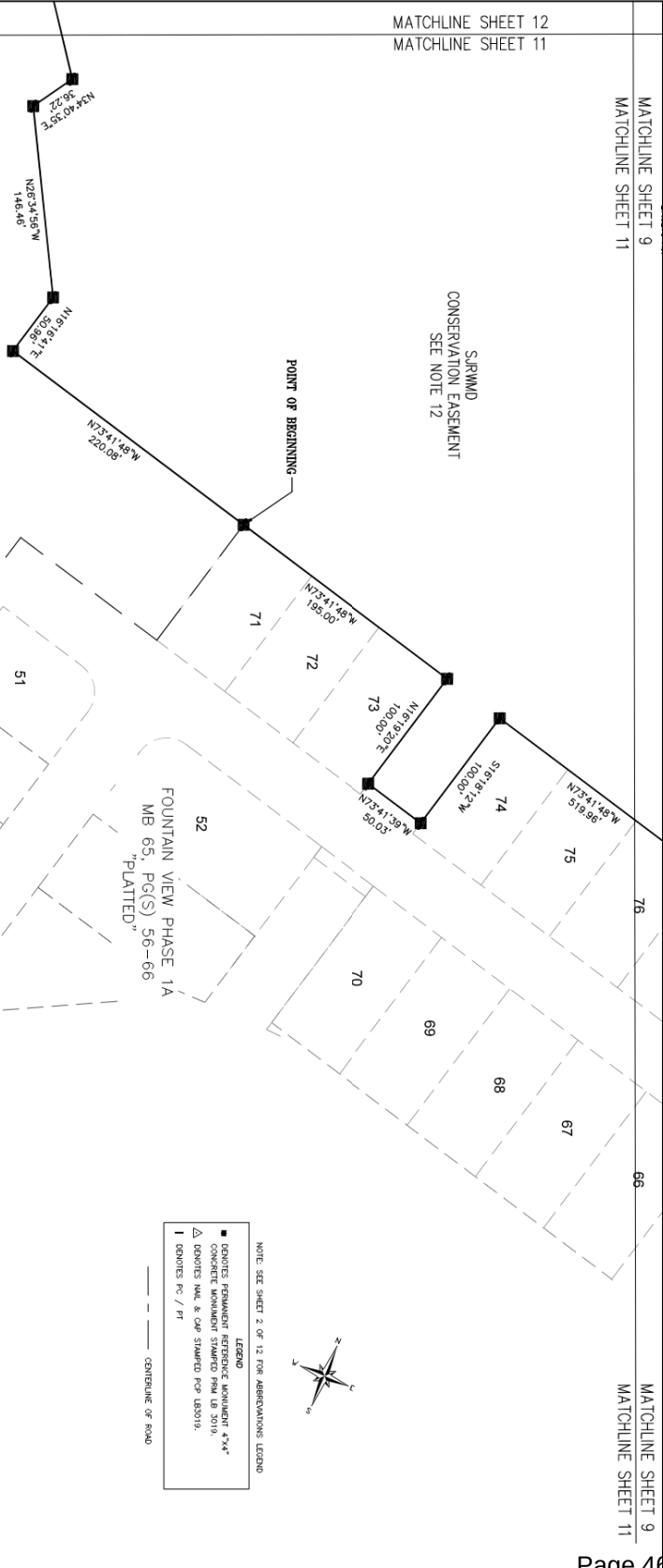


MATCHLINE SHEET 9
MATCHLINE SHEET 11

MATCHLINE SHEET 9
MATCHLINE SHEET 11

S.R.R.M.D.
CONSERVATION EASEMENT
SEE NOTE 12

POINT OF BEGINNING



NOTE: SEE SHEET 2 OF 12 FOR APPROPRIATIONS LEGEND

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SEE SHEET 3 & 4



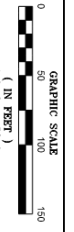
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 N.W. ROAD
PORT CHARLOTTE, FL 33680
LICENSED BUSINESS CERTIFICATION NO. 3099

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



MATCHLINE SHEET 10
MATCHLINE SHEET 12

MATCHLINE SHEET 10
MATCHLINE SHEET 12



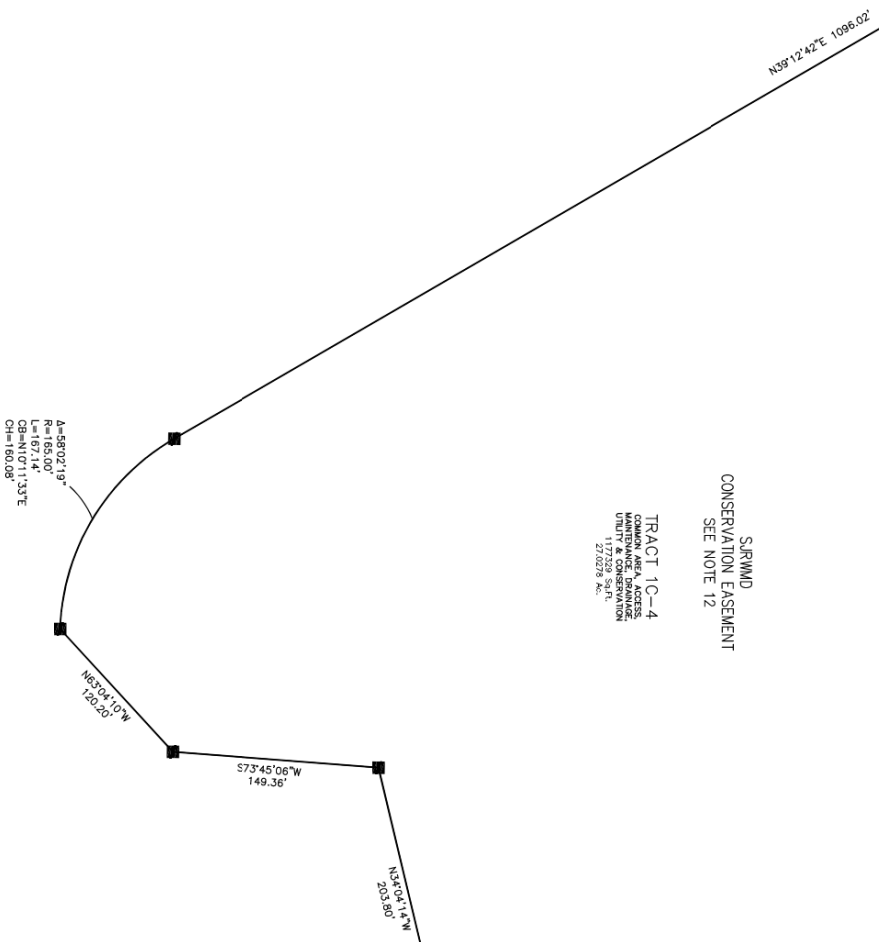
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 - | DENOTES PC / PT

----- CENTERLINE OF ROAD

SURROUND
CONSERVATION EASEMENT
SEE NOTE 12

TRACT 1C-4
CONSERVATION EASEMENT
MAINTENANCE EASEMENT
0.117209 AC.
27.0278 AC.



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 MOVA ROAD
FORT LAUDERDALE, FL 33317
FOUNTAINTOWN, FL 33428
LICENSED BUSINESS CERTIFICATION NO. 3019



PLANNING BOARD STAFF REPORT

Fountain View, Phase 1C, Final Plat
Project Number: PZ 2025-137

PLANNING BOARD DATE:	April 10, 2025
TENTATIVE CITY COMMISSION DATES:	May 20, 2025 (first reading), June 3, 2025 (second reading)
APPLICANT:	Plantation Oaks of Ormond Beach, LLC
LOCATION:	1700 Plantation Oaks Boulevard
REQUEST:	Final plat approval for 141 single-family lots on 90.33 acres within the Plantation Oaks Planned Residential Development.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application submitted from Plantation Oaks of Ormond Beach, LLC, for a final plat for a 141-lot single-family subdivision on approximately 90.33 acres. The Fountain View, Phase 1C subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard.

SECTION 2, BACKGROUND:

The Plantation Oaks subdivision is part of the National Gardens Development of Regional Impact (DRI) approved by Volusia County with Resolution 86-192, which authorized 3,930 residential units on 2,009 acres. Resolution 2001-229 reduced the density cap of the Development of Regional Impact to 2,115 units and reduced the Plantation Oaks Boulevard right-of-way to 100'.

The Volusia County approvals for the Plantation Oaks subdivision are as follows:

EXHIBIT 1: Volusia County Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units were to be site-built, single-family, standard dwellings on fee simple lots. • Adult community with at least 80% of the residents 55 years or older. • The project agreed to pay a school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
August 9, 2006 Volusia County Minor amendment Book 6281, Pages 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and the County of Volusia.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 Volusia County Residential Planned Unit Development to increase the required buffer on Old Dixie Highway to 175 feet.

Action/Approval date	Description
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Pages 456-477	Minor amendment to 2002 RPUD to locate the regional wastewater treatment facility in the northwest corner of the planned development and relocate twelve (12) single-family lots from Unit 1A to Unit 2.
January 19, 2012 Volusia County Council Resolution 2012-24 Book 6674, Pages 2025-2069	The first major amendment to 2002 RPUD to: • Delete the requirement for standard dwelling units and allow mobile homes. • Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment to Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD to include: • Include the option of constructing lakes and open spaces instead of golf courses. • Revision date for the new RPUD preliminary plan. • Revises the project phasing schedule. • Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: • Provide alternate school site and prepay school impact fees for the entire development. • Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. • Donate a 23.11 <u>14.35-acre</u> school site as indicated on the preliminary plan <u>adjacent to Westside Elementary in the City of Daytona Beach</u> to the Volusia County School Board and <u>prepay the remaining school impact fee for the entire age-restricted development before December 30, 2016, satisfying the school impact fee payment for the entire 1,577 age-restricted site.</u>
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250	Minor amendments are as follows: Resolution #2002-199 Amendments • Amend Exhibit A "Legal Description." • Amend Exhibit B "typical 65x110 lot irrigation plan"

Action/Approval date	Description
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250 (continued)	Resolution #2012-24 Amendment <u>Exhibit C "Signage" adjacent to Plantation Oaks Boulevard, north of the intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two (2) 9-foot-tall brick columns with two (2) signs (1 per column), at the sales center and maintenance yard and will be monument signs, or a 9-foot column, with a maximum copy area of 12 square feet.</u>
January 10, 2019 Volusia County Minor amendment Book 7644 Pages 2820-2831	Amendments to Resolution #2002-199 - The 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated, and four specific median landscape plans for Plantation Oaks Boulevard are added, as shown in "Exhibit C" Median Landscape As-Built Plan. Amendments to Resolution #2002-199 and Resolution #2012-24 - Development Standards - Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings before issuing a Certificate of Occupancy for single-family dwellings. - Open Space <u>Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70, and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.</u>
January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

The exhibit below summarizes the City of Ormond Beach approvals for the overall Plantation Oaks subdivision:

EXHIBIT 2: Ormond Beach Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 7155, Pages 4437-4462 Annexation Agreement	An annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required to provide utility services. The property was not contiguous and could not be annexed in 2015.
October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724 Annexation	The annexation includes 1,055.36± acres of the Plantation Oaks subdivision. The annexation contains a condition that the number of units allowed to be constructed until additional utility improvements are made is 427.
January 21, 2020 Ordinance 2019-43 Future Land Use Map	Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
May 26, 2020 Ordinance 2020-016 Annexation	Three parcels totaling 0.44+ were not included in the original annexation legal description owned by Plantation Oaks, which was annexed on May 26, 2020.
February 2, 2021 Ordinance 2021-02 & 2021-03 Book 7985, Page 4080	Zoning map amendment and issuance of a development order incorporating Volusia County approvals. The age restriction that limits residents to 55 years of age and over within Phase 1 was also deleted. All homes constructed within Phase 1 shall only be site-built, single-family, standard dwellings on fee-simple lots, with no manufactured or mobile homes allowed.
June 7, 2022 Ordinance 2022-16 Book 8268, Page 2898	First Amendment. 1. Converted golf course in Phase 1 to add 40 lots; total 709 lots; 2. Convert the golf course into Phase 3 to add 43 lots, a total of 524; 3. Lift age restriction in all phases except Phase 2; 4. Prohibit manufactured homes except phase 2; and 5. Convert the former school area, phase 4, to 80 lots.

SECTION 3, ANALYSIS: The City Attorney's Office determined that the Planning Board should review the final plats before action by the City Commission. A pending Land Development Code amendment requires the final plats to be reviewed by the Planning Board. This application is being processed per the direction of the City Attorney's Office and the proposed Land Development Code. The site is designated "Low Density Residential" (LDR) on the city's Future Land Use Map and is zoned PRD, Planned Residential Development, incorporating the Volusia County approvals. The following table shows the surrounding land uses and zoning:

EXHIBIT 3: Adjacent Land Uses and Zoning

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development
South	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development
East	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development
West	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development

The Plantation Oaks subdivision has developed as follows:

EXHIBIT 4: Plantation Oaks PRD Development

Phase	Unit/Phase	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, manufactured units under construction.
2	B	Manufactured Home	125	Occupied, manufactured units under construction.
2	C	Manufactured Home	121	Infrastructure construction is underway.
2	D	Manufactured Home	84	Infrastructure construction is underway.
1	A (Fountain View, Phase 1A)	Single-Family	121	1. <u>Preliminary plat</u>: (Resolution 2021-100). 2. <u>Final plat</u>: (Ordinance 2022-17). 3. Infrastructure construction completed. 4. Single-family houses permitted.

Phase	Unit/Phase	Type	Lots	Status
1	B (Fountain View, Phase 1B)	Single-Family	137	1. <u>Preliminary plat</u>: (Resolution 2024-29). 2. <u>Final plat</u>: Current application, April 11, 2024 Planning Board. 3. Infrastructure construction completed. 4. Single-family houses permitted.
1	C (Fountain View, Phase 1C)	Single-Family	141	1. <u>Preliminary plat</u>: (Resolution 2024-55). 2. Infrastructure construction is underway.
1	D (Fountain View, Phase 1D)	Single-Family	103	1. <u>Preliminary plat</u>: (Resolution 2024-85).
1	E (Fountain View, Phase 1E)	Single-Family	110	1. <u>Preliminary plat</u>: (Resolution 2024-86).
1	F (Fountain View, Phase 1F)	Single-Family	97	1. <u>Preliminary plat</u>: (Resolution 2024-96).
3	Phase 1 Archer's Mill	Single-Family	94	1. <u>Preliminary plat</u>: (Resolution 2023-32). 2. <u>Final plat</u>: (Ordinance 2023-50). 3. Infrastructure construction completed. 4. Single-family houses permitted.
3	Phase 2 Archer's Mill	Single-Family	68	1. <u>Preliminary plat</u>: (Resolution 2023-117). 2. <u>Final plat</u>: (Ordinance 2024-17). 3. Infrastructure construction completed. 4. Single-family houses permitted.
3	Phase 3 Archer's Mill	Single-Family	59	1. <u>Preliminary plat</u>: (Resolution 2023-118).
3	Phase 4 Archer's Mill	Single-Family	111	1. <u>Preliminary plat</u>: (Resolution 2023-153).

Phase	Unit/Phase	Type	Lots	Status
3	Phase 5 Archer's Mill	Single-Family	114	1. <u>Preliminary plat</u> : (Resolution 2023-154). 2. Infrastructure construction underway.
3	Phase 6 Archer's Mill	Single-Family	78	1. <u>Preliminary plat</u> : (Resolution 2023-155). 2. <u>Final plat</u> : (Ordinance 2024-18). 3. Infrastructure construction completed. 4. Single-family houses permitted.
4	Bradford Lakes	Single-Family	80	1. <u>Preliminary plat</u> : (Resolution 2023-156). 2. <u>Final plat</u> : (Ordinance 2024-17). 3. Infrastructure construction underway.

Key aspects of the Fountain View, Phase 1C subdivision include:

1. The subject property is a part of phase 1 of the Plantation Oaks subdivision and is required to be constructed as single-family lots.
2. The site engineering permit for the subdivision was issued on September 18, 2024.
3. The streets are required to be private streets.
4. Lots are a minimum of 55' width and 100' in depth. The plat shows typical lot dimensions of 55' and 65' by 125'.
5. Access is provided through Fountain View, Phase 1A (infrastructure improvements have been completed).
6. There is an existing St. Johns River Water Management District conservation easement for the preservation of on-site wetlands.
7. There is an existing Florida Power & Light easement along the northeast side of the property.
8. Public lift station for sewer services is proposed.
9. The subdivision setbacks/standards are:
 - A. Front = 20 feet
 - B. Rear = 20 feet
 - C. Waterfront = 20 feet
 - D. Side = 7.5 feet

- E. Side corner = 15 feet
- F. Height = 35 feet
- G. Maximum building coverage = 60%
- H. Maximum lot coverage = 75%

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as detailed below:

1. Preliminary Plat: After a Planned Residential Development has been approved, the following is required: (1) the applicant's engineer designs engineered drawings in terms of the stormwater design, utilities, lot grading, and road layout and (2) the preparation of a preliminary plat document from a licensed surveyor. Preliminary plats are reviewed by the Planning Board and reviewed/approved by the City Commission to ensure compliance with the approved development order for the Planned Residential Development. There are two (2) options for development once a preliminary plat has been approved:

Option 1 - Proceed with the application for construction to complete the required subdivision improvements before recording the final plat (Land Development Code, Section 4-18(8)(a)). When the required subdivision improvements are complete, the applicant will submit the final plat and the subdivision documents to the Site Plan Review Committee. The final plat would be reviewed and acted upon by the City Commission and recorded. There are no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (Land Development Code, Section 4-18(8)(b)). With this option, the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement to construct the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after action by the City Commission. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board. After recordation, the applicant would then construct the improvements.

2. Final Plat: The final plat is a legal document reviewed by the Site Plan Review Committee, an independent City Surveyor, and the City's Legal Department to ensure compliance with State Statutes. Under the current Land Development Code regulations, the City Commission would act on the final plat. There are currently no requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

SECTION 4, CONCLUSION:

Section 4-18, Final plat approval procedures, of the Land Development Code establishes the final plat process. Per Section 4-18 of the Land Development Code, the following should be considered in the review of the final plat:

- (1) All final plats shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats.**

The final plat, ATTACHMENT 3, has been prepared by a Florida-licensed surveyor.

- (2) The final plat shall demonstrate consistency with the approved development order or zoning district for the property under application.**

The latest amendment for the Plantation Oaks Planned Residential Development is included in ATTACHMENT 4, and the proposed final plat is consistent with the zoning approval.

- (3) The final plat shall demonstrate consistency with the preliminary plat.**

The preliminary plat was approved with 2024-55; the resolution is included in ATTACHMENT 2. The final plat is consistent with the preliminary plat.

- (4) Final plats shall be consistent with all applicable Florida Statutes.**

The final plat has been reviewed by a Florida-licensed surveyor employed by the city to review the final plat as the city surveyor. The city surveyor is employed to review and accept that the final plat is consistent with applicable Florida Statutes.

- (5) Required documents, such as title opinion, proof of taxes paid, and Homeowners' Association documents, shall be submitted to the SPRC.**

The required documents have been submitted to the Site Plan Review Committee, licensed surveyor acting as the City Surveyor, and provided to the City Attorney's office for review.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the final plat for Fountain View, Phase 1C, which consists of 141-lot single-family subdivision on approximately 90.33 acres. The final plat is consistent with the approved preliminary plat and Planned Residential Development zoning.

Attachments:

Attachment 1: Project maps and Plantation Oaks subdivision map

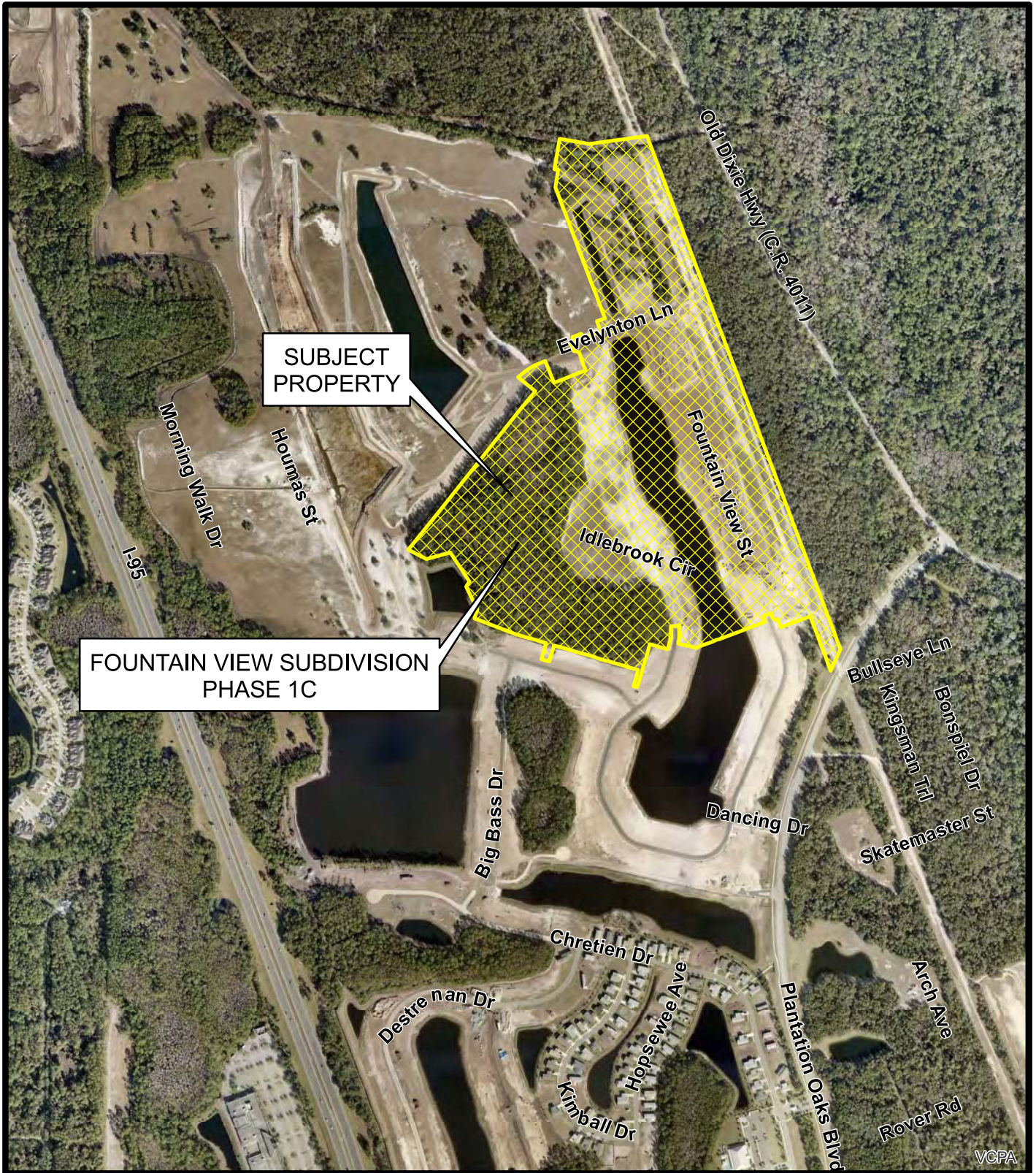
Attachment 2: Preliminary plat, Resolution 2024-55

Attachment 3: Final plat

Attachment 4: Ordinance 2022-16, Plantation Oaks PRD Amendment

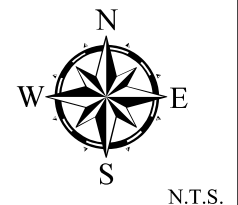
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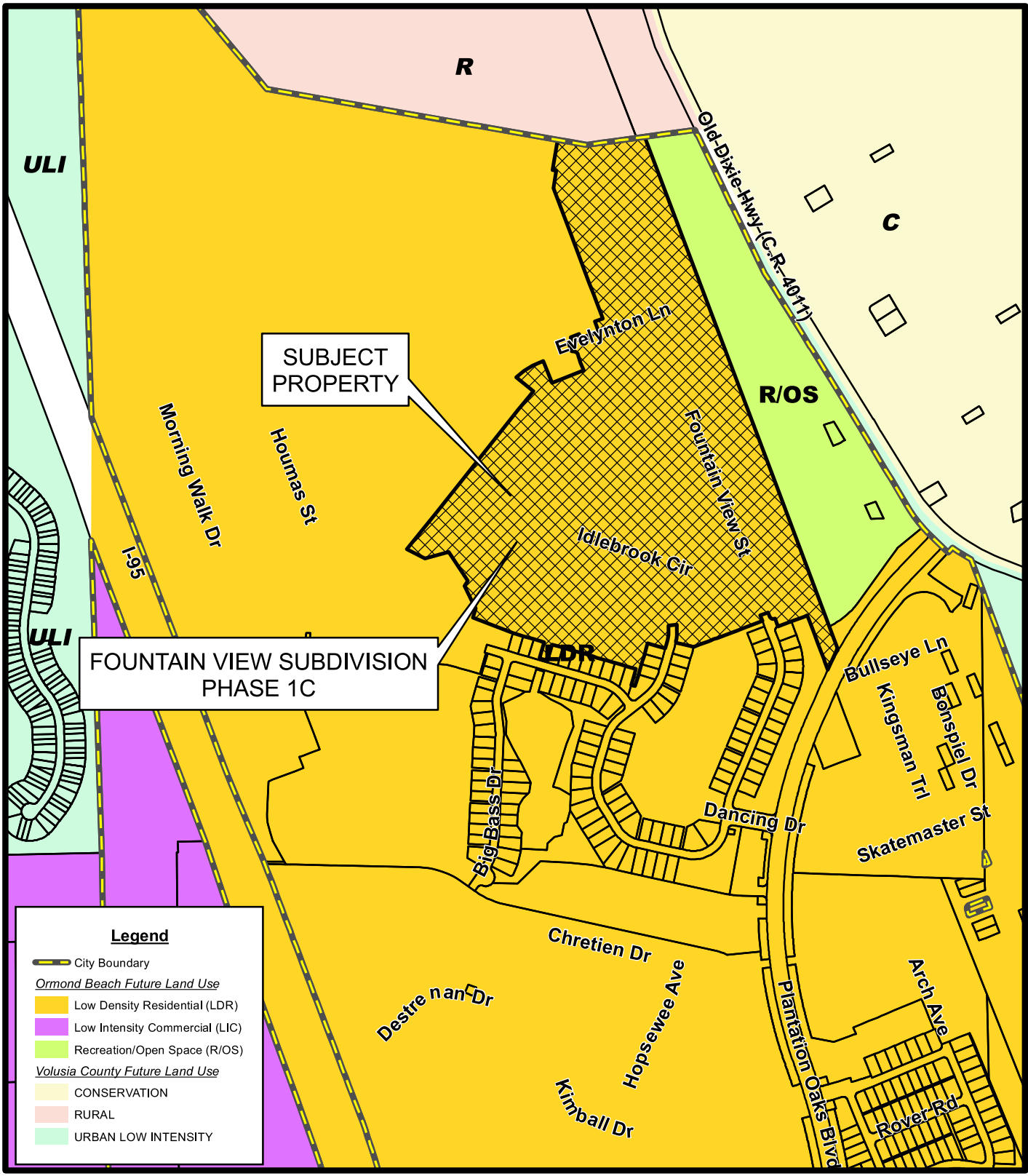
Project Maps



AERIAL MAP FOUNTAIN VIEW SUBDIVISION PHASE 1C

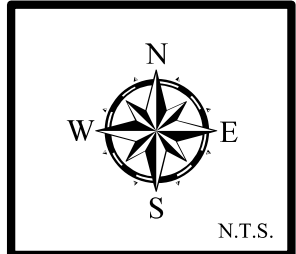
Prepared By: The City of Ormond Beach
G.I.S. Department - January 29, 2024

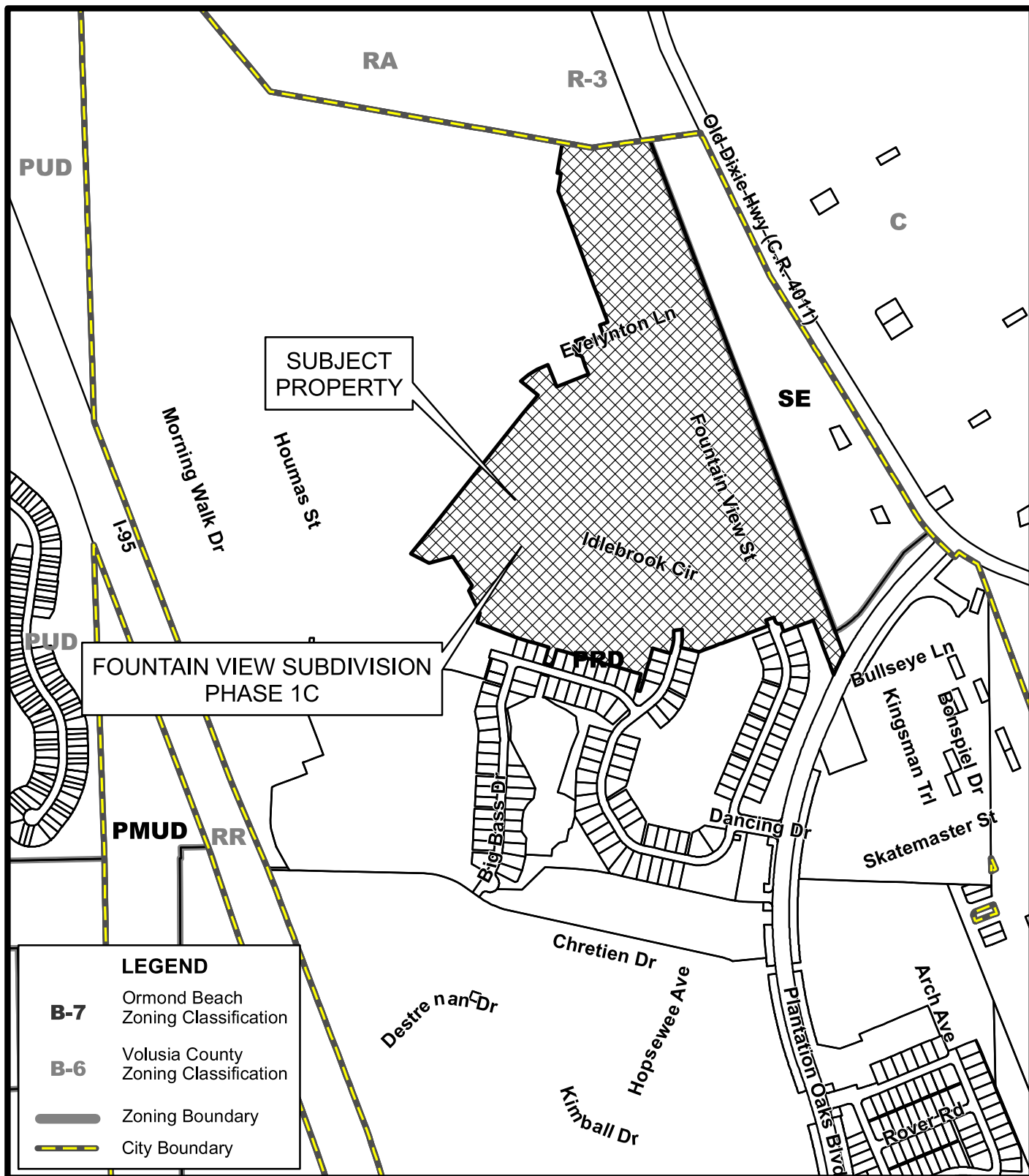




**FUTURE LAND USE MAP
FOUNTAIN VIEW SUBDIVISION
PHASE 1C**

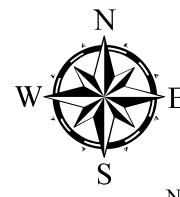
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G.I.S. Department - January 29, 2024



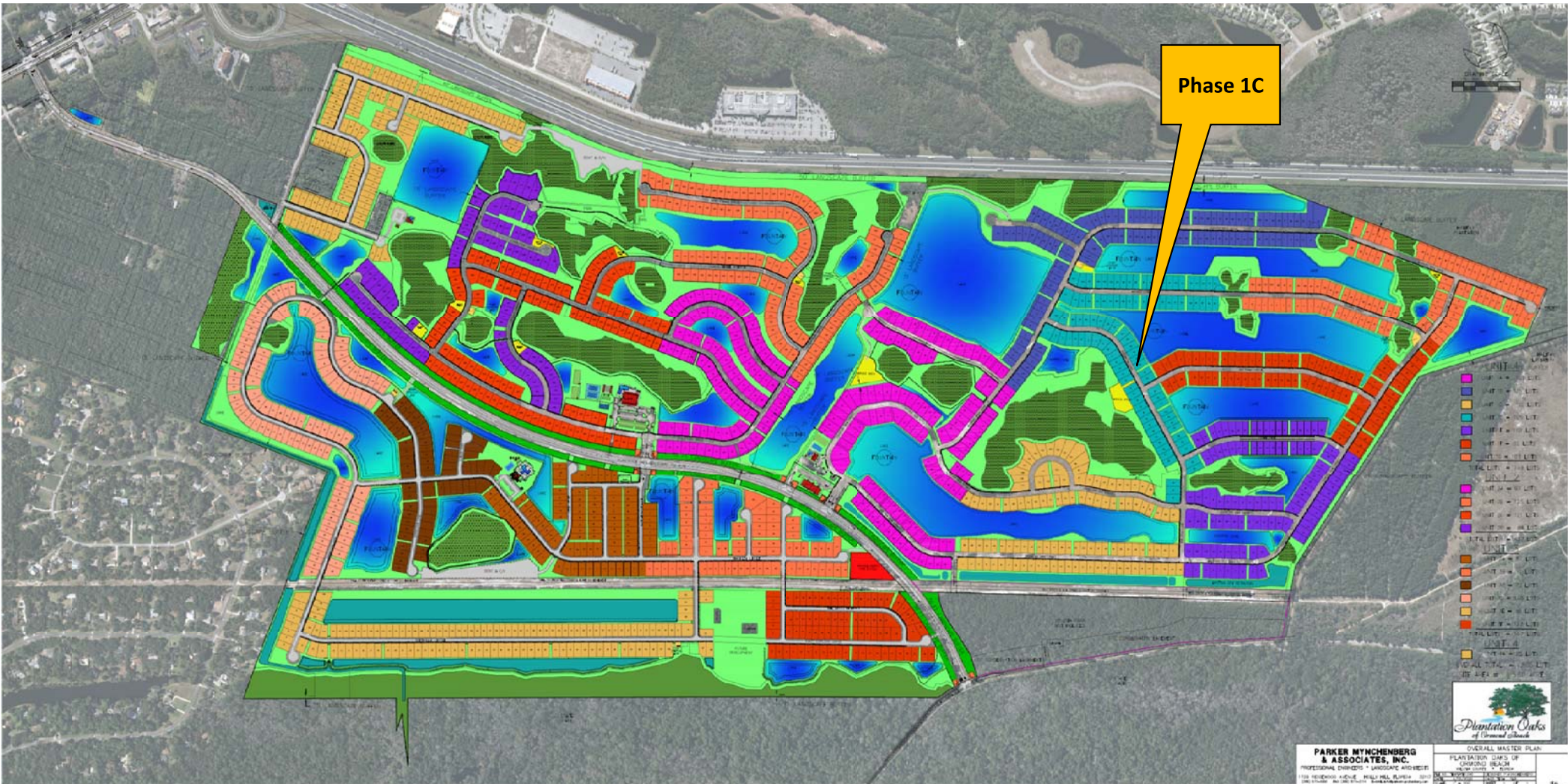


ZONING MAP FOUNTAIN VIEW SUBDIVISION PHASE 1C

Prepared By: The City of Ormond Beach
G.I.S. Department - January 29, 2024



Plantation Oaks Planned Residential Development Overall Map



ATTACHMENT 2

Preliminary Plat
Resolution 2024-55

RESOLUTION NO. 2024-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “FOUNTAIN VIEW, PHASE 1C”, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the “Property Owner”) has submitted the preliminary plat for the “Fountain View, Phase 1C” subdivision, and

WHEREAS, the City Commission approved Ordinance 2021-03, authorizing the approval and execution of the Plantation Oaks Planned Residential Development Development Order incorporating previous Volusia County Development Orders, which Development Order is recorded in the public records of Volusia County, Florida, in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the First Amended Plantation Oaks Planned Residential Development Development Order authorizing certain revisions, which Development Order is recorded in the public records of Volusia County, Florida, in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, the land area for “Fountain View, Phase 1C” is shown within Phase 1 of the Plantation Oaks Planned Residential Development, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the City staff and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 141-lot preliminary plat for the “Fountain View, Phase 1C” subdivision, as shown in the preliminary plat attached hereto as Exhibit “A” and the construction plans attached hereto as Exhibit “B” and incorporated herein by reference, subject to full and continuous compliance to the Planned Residential Development approved by Ordinance Nos. 2021-03 and 2022-16.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **April 2, 2026**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded and the

appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for the "Fountain View, Phase 1C" subdivision.

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

APPROVED AND AUTHENTICATED, this 2nd day of April, 2024.


BILL PARTINGTON
Mayor

ATTEST:


SUSAN CARROLL DAUDERIS
City Clerk



FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

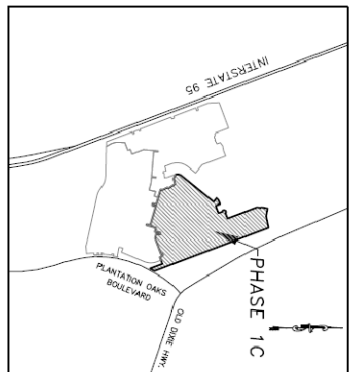
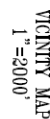
INDEX OF SHEETS:

- | | |
|------|-----------------------|
| 1 | COVER SHEET (CURRENT) |
| 2 | GENERAL NOTES SHEET |
| 3-5 | KEY SHEETS |
| 6-12 | DETAIL SHEETS |

PREPARED BY:

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019



KEY MAP
1"=500'

CITY ATTORNEY CERTIFICATE OF APPROVAL
THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2024, THIS PLAT WAS
APPROVED.
BY: _____
CITY ATTORNEY
CITY OF ORLANDO BEACH, FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT, AND FIND THAT IT COMPLEES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2024.

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

MAP BOOK. PAGE.

WIDE 20 FEET MAINTENANCE ACCESS ADJACENT TO THE STOCKLAND CANAL RIGHT OF WAY IS DEEDDED TO VOLusia COUNTY FOR CANAL MAINTENANCE.

NOTE: A SIGNIFICANT PORTION OF THE CITY OF CHICAGO'S MAINTENANCE BUDGET IS PROVIDED BY THE CITY OF CHICAGO'S HOMEOWNERS ASSOCIATION AND FOR COMMON AREA ACCESS AND MAINTENANCE, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREAFTER. ACCESS AND UTILITY EXPENDITURE IS DEBITED TO THE CITY OF CHICAGO BECAUSE OF THAT A MAINTENANCE OF UTILITIES ONLY. PARCEL A (LIFT STATION) IS HEREBY DELETED AND CONVERTED IN THE SAME TO THE CITY OF CHICAGO BECAUSE IT SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREAFTER.

THAT I-4 is hereby granted in fee to the fountain, new or improved beach improvements associated with the fountain, for the purpose of common area maintenance, utility and conservation.

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS to be signed and attested to by the undersigned, sealed and delivered in the presence of _____, on this _____ day of _____, 2024 A.D.

PRINT NAME _____
PARKER MANCHENBERG, MANAGER
PLANTATION OAKS OF ORMOND BEACH LLC
A FLORIDA UNITED LIABILITY COMPANY

PRINT NAME _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024, BY PANKER UNDEBERG, MANAGER OF PLANTATION OASIS OF GRAND BEACH LLC, HE IS KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC _____ SEAL _____

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER ANY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEYOR HAS TAKEN PERSONAL COGNIZANCE OF THE ACCURACY OF THE REPRESENTATION OF THE SURVEY.

SOME DATA INDICATE THAT THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177 (917) REGARDING "HERNANDO REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORLANDO BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 172.001 OF THE FLORIDA STATUTES,

SEAL

3821 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORLANDO BEACH

STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

DATE: 2024 SEAL

CITY REGISTERED SURVEYOR
MICHAEL E. AWAD PSM NO. 5574
UPHAM INC. L.B. NO. 03612

CERTIFICATE OF APPROVAL BY THE CITY OF OROMOND BEACH
THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____ 2004
THE CITY OF OROMOND BEACH APPROVED THE FOLLOWING:

BY _____, MATROR

ATTEST _____ CITY CLERK

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2024, THIS PLAY WAS APPROVED.

CITY ENGINEER
CITY OF ORLANDO BEACH, FLORIDA

SHEET 1 OF 12

FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:--- PAGE:---

GENERAL NOTES:

1. THE BEARING REFERENCE, S69°14'58"E ASSUMED ALONG THE SOUTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.
2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJUNCT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.
3. ■ DENOTES SET PERMANENT REFERENCE MONUMENT (4"x4" CONCRETE MONUMENT WITH DISK STAMPED PIN, LB 3019 UNLESS OTHERWISE NOTED).
4. A DENOTES SET PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED POP LB 3019 UNLESS OTHERWISE NOTED).
5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK _____ PAGES _____ COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK _____ AMENDMENT TO COVENANTS AND RESTRICTIONS FOR PHASE 1A RECORDED IN O.R. BOOK 7594, PAGE 1319.
7. 1.0 FOOT NON-VEHICULAR ACCESS EASEMENT: NO DRIVEWAY ACCESS PERMITTED.
8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR) NON-RADIAL.
9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.
10. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
11. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE, TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE, TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH LLC, RESOLUTION NO. 2007-199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5051, PAGE 4702, O.R. BOOK 7610, PAGE 2440, O.R. BOOK 7644, PAGE 2520 AND ORMOND BEACH ORDINANCE 2007-03, O.R. BOOK 7585, PAGE 4080 RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5100, PAGE 115, O.R. BOOK 6260, PAGE 3758 FURTHER AMENDED BY ORDERS AND RESOLUTION GRANTING RETAILMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7265, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK 8266, PAGES 2889-2930, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4301, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-57 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
15. ALL UTILITY ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRANTY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.
16. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
17. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
18. THE TEMPORARY TURN-AROUND EASEMENT SHOWN ON SHEET 8 TO BE VACATED UPON ROAD EXTENSION.
19. DAMAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
20. TRACT A PRIVATE ROAD COMMON AREA ACCESS, DRAINAGE AND UTILITY EASEMENT: CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.
21. THIS IS SUBJECT TO THE AMENDMENT OF THE COVENANTS AND RESTRICTIONS FOR FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION RECORDED IN O.R. _____ PAGES _____ PUBLIC RECORDS OF VOLUSIA COUNTY.

TOTAL PHASE 1C SITE AREA = 90.333 ACRES
TOTAL L.F. OF ROADS PH. 1C = 6192.29 L.F.

PARCEL 259-398 29.637 ACRES
TRACT 1C-1 COMMON AREA ACCESS, MAINTENANCE, DRAINAGE & UTILITY 0.069 ACRES
TRACT 1C-2 COMMON AREA ACCESS, MAINTENANCE, DRAINAGE & UTILITY 15.995 ACRES
TRACT 1C-3 COMMON AREA ACCESS, MAINTENANCE, DRAINAGE & UTILITY 12.018 ACRES
TRACT 1C-4 COMMON AREA ACCESS, MAINTENANCE, DRAINAGE & UTILITY 2.755 ACRES
TRACT 1C-5 COMMON AREA ACCESS, MAINTENANCE, DRAINAGE, UTILITY, & CONSERVATION 27.027 ACRES
TRACT 1C-6 COMMON AREA ACCESS, DRAINAGE & UTILITY 0.013 ACRES
SHOULDER AND CANAL 37.50 FEET RIGHT OF WAY TO VOLUSIA COUNTY 0.459 ACRES

TOTAL NUMBER OF LOTS = 141 LOTS
MINIMUM LOT SIZE 55' X 110'
TOTAL NUMBER OF TRACTS = 6

PRIVATE ROADS
FOUNTAIN VIEW STREET
EVOLUTION AVENUE
IDLEBROOK CIRCLE

LINEAR FEET
1650.30 L.F.
521.52 L.F.
870.47 L.F.

SET BACKS
FRONT 20.00 FT.
REAR 20.00 FT.
SIDE 7.50 FT.
WATERFRONT 20.00 FT.
SIDE CORNER NO ACCESS 15.00 FT.

ACCESSORY SET BACKS
FRONT 20.00 FT.
SIDE YARD CORNER NO ACCESS 15.00 FT.
REAR YARD 5.00 FT.
FRONT YARD 20.00 FT.

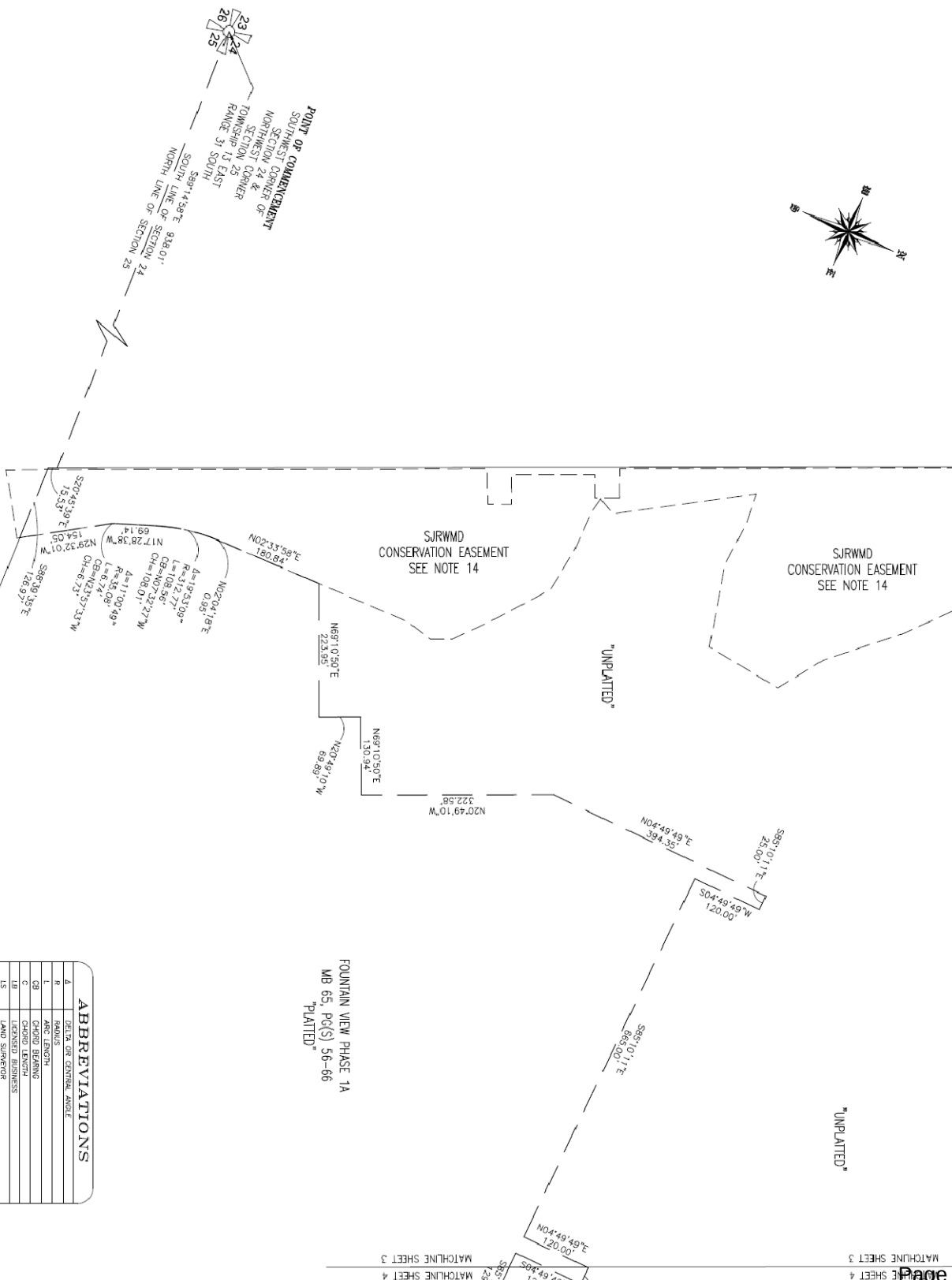


SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3091 NINA ROAD
FORT ORLAND, FL 32737
(386) 761-5345
LICENSED BUSINESS CORPORATION NO. 3019

FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



FOUNTAIN VIEW PHASE 1A
MB 65, PGS) 56-66
"PLATTED"

ABBREVIATIONS

A	DELTA OR CENTRAL ANGLE
R	RADIUS
CB	CORNER BEARING
CB	CORNER BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
B/W	RIGHT OF WAY
OR	OFFICIAL RECORDS BOOK
CA	COMMON AREA
SJRWMD	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
U/E	UTILITY EASEMENT



SLUGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

REGISTERED BY:
3921 NOVA ROAD
PORT CANAL, FL 32077
VOLUSIA COUNTY, FLORIDA
LICENSED BUSINESS CERTIFICATION NO. 2019

PREPARED BY

ABBREVIATIONS

SHEET 4 DETAIL

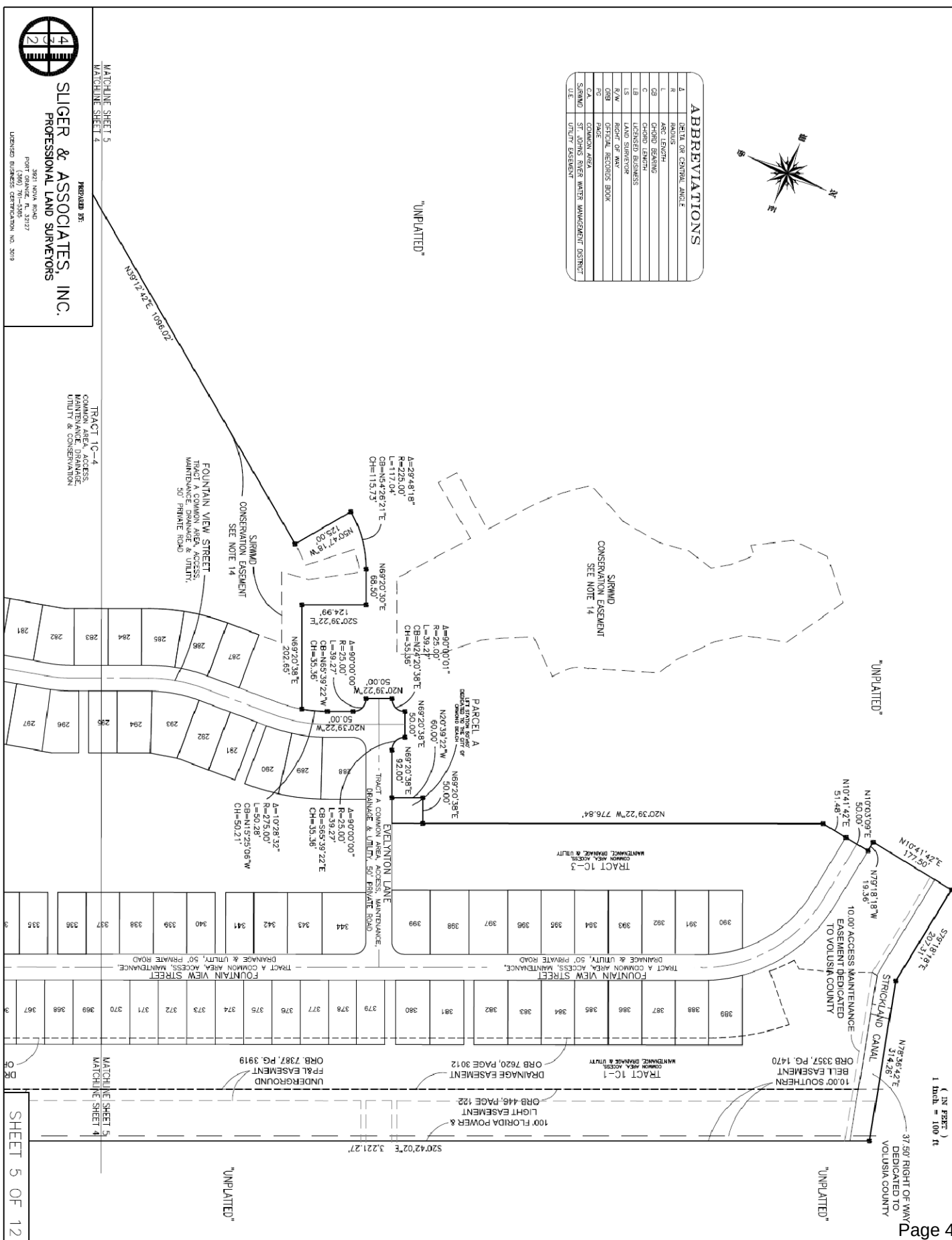
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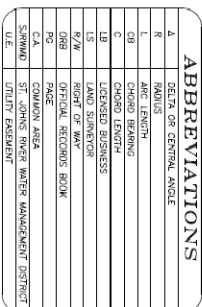
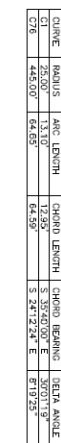
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 4 OF 12



ABBREVIATIONS	
Δ	DEGREE OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
OB	OFFICIAL RECORD BOOK
Pc	PAGE
CA	COMMON AREA
SRM	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U/E	UTILITY EASEMENT





MATCHLINE SHEET 7
MATCHLINE SHEET 6

MATCHLINE SHEET 6

MATCHLINE SHEET 9

MATCHLINE SHEET 6

MATCHLINE SHEET 9

TRACT 1C-2
CHANDLER RIVER
DRAINAGE BASIN
MAINTENANCE, DRAINAGE &
UTILITY
SECTION OF
12.01BAC.

S69°21'09"W 437.90'

ABBREVIATIONS	
A	BETA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
C#	CHORD BEARING
G	CHORD LENGTH
D#	DENSED BUSINESS
T	TRANSVERSE DISTANCE
R/W	RIGHT OF WAY
O#B	OFFICIAL RECORD BOOK
PQ	PACE
C-A	COMMON AREA
S/RWWD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U/E	UTILITY EASEMENT

PROJECT 81:
 SLIGER & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 3923 NOVA ROAD
 PORT KENNETH, OHIO 44137
 (360) 761-5305
 LICENSED BUSINESS CERTIFICATION NO. 2019

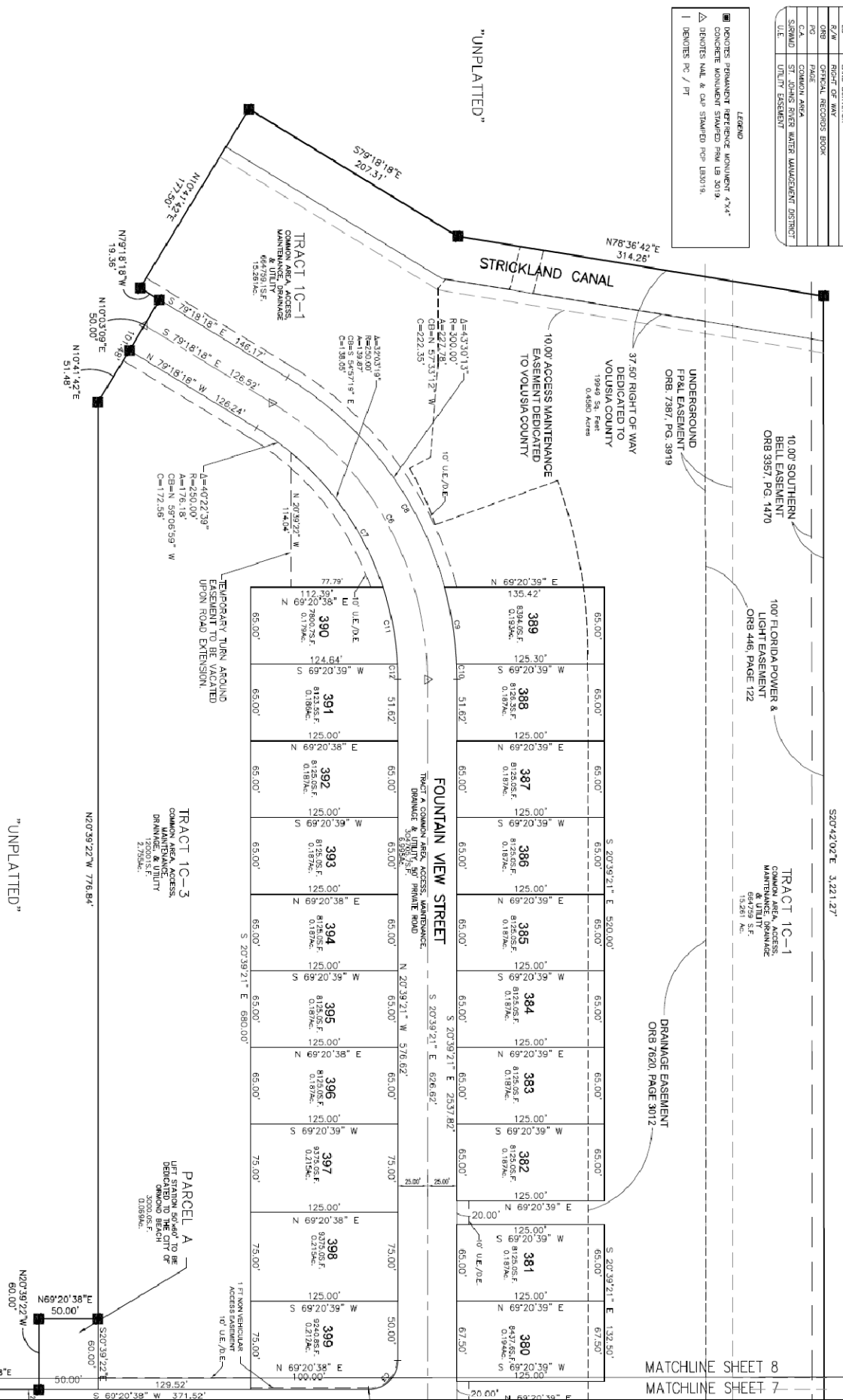
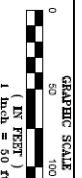
LEGEND

- DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PRIV LB 3019.
- △ DENOTES MAIL & CAP STAMPED POP LB3019.
- DENOTES PC / PT

SHEET 6 OF 12

ABBREVIATIONS	
Δ	DETA OR CENTRAL ANGLE
R	RADIUS
AC	ACROSS
CB	CORNER BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT-OF-WAY
GRB	OPTICAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
ST	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
W/E	WEST END BASINMENT

CURE	SAUUS	AGE	LENGTH	CHORD LENGTH	CHORD BENDING	BENT ANGLE
C6	275.00°	281.50°	269.37	244.88	± 49.93 49.9	56.36 56°
C7	290.00°	295.91°	274.88	244.88	± 49.98 49.9	56.36 56°
C8	300.00°	307.09°	270.55	244.88	± 49.95 50.1	56.36 56°
C9	300.00°	306.92°	270.55	244.88	± 49.95 50.1	56.36 56°
C10	300.00°	306.92°	270.55	244.88	± 49.95 50.1	56.36 56°
C11	300.00°	306.92°	270.55	244.88	± 49.95 50.1	56.36 56°
C12	290.00°	13.39°	13.39°	13.39°	± 22.71 22.7	504.06°

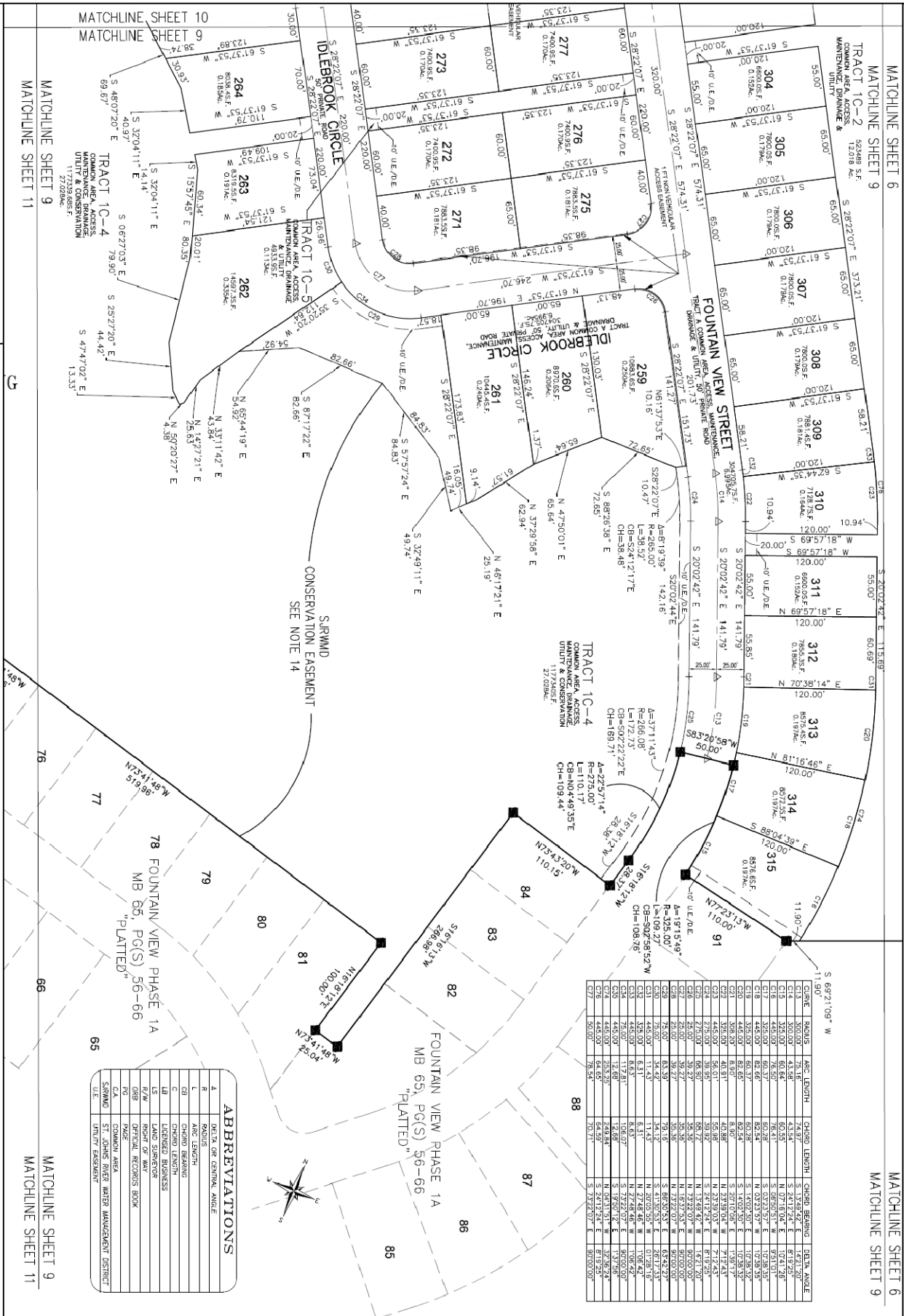
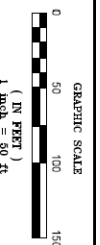


SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL 32127

FOUNTAIN VIEW, PHASE 1C

CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

[illegible]

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

LEGEND

■ DENOTES PERMANENT REFERENCE MONUMENT 4"x4"
CONCRETE MONUMENT STAMPED PRIM LB 3019.

△ DENOTES NAIL & CAP STAMPED PCP LB3019.

I DENOTES PC / PT

SHEET 9 OF 12

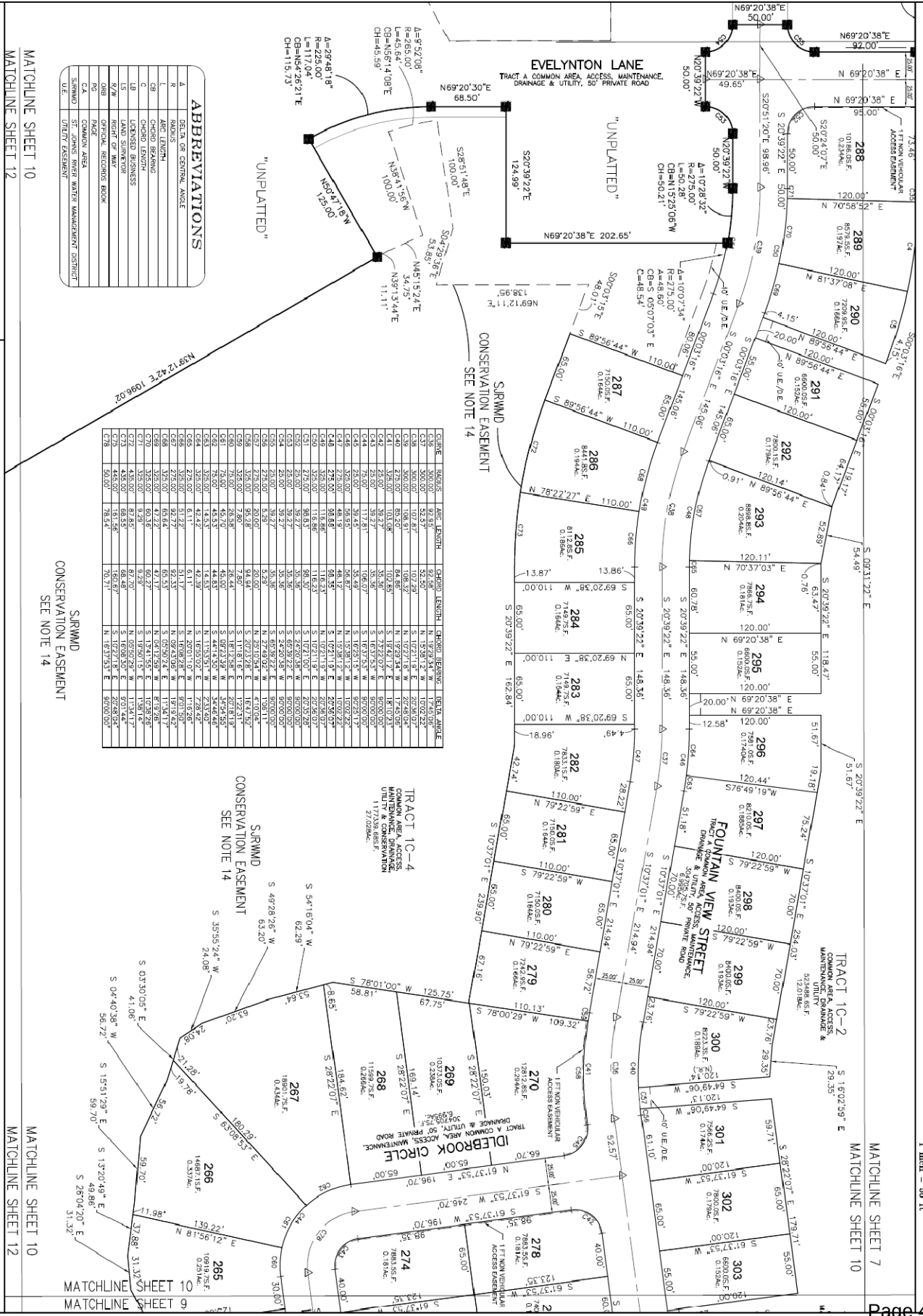


FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLusia COUNTY, FLORIDA

MAP BOOK: PAGE:---



1 INCH = 50 FT



ABBREVIATIONS	
A	AREA OF CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CH	CHORD BEARING
CL	CHORD LENGTH
CS	CHORD BEARING
LS	LAND SURVEY
R/W	RIGHT OF WAY
DRB	OFFICIAL RECORD BOOK
PG	PAGE
C/A	COMMON AREA
SRMD	SEMI-RURAL DEVELOPMENT WATER MANAGEMENT DISTRICT
UTL	UTILITY EASEMENT

MATCHLINE SHEET 10
MATCHLINE SHEET 12

SRMD
CONSERVATION EASEMENT
SEE NOTE 14

CHORD	BEARING	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C266	118.86°	S 102°11'18" E	118.86'	118.86°
C267	118.86°	S 102°11'18" E	118.86'	118.86°
C268	118.86°	S 102°11'18" E	118.86'	118.86°
C269	118.86°	S 102°11'18" E	118.86'	118.86°
C270	118.86°	S 102°11'18" E	118.86'	118.86°
C271	118.86°	S 102°11'18" E	118.86'	118.86°
C272	118.86°	S 102°11'18" E	118.86'	118.86°
C273	118.86°	S 102°11'18" E	118.86'	118.86°
C274	118.86°	S 102°11'18" E	118.86'	118.86°
C275	118.86°	S 102°11'18" E	118.86'	118.86°
C276	118.86°	S 102°11'18" E	118.86'	118.86°
C277	118.86°	S 102°11'18" E	118.86'	118.86°
C278	118.86°	S 102°11'18" E	118.86'	118.86°
C279	118.86°	S 102°11'18" E	118.86'	118.86°
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MATCHLINE SHEET 12

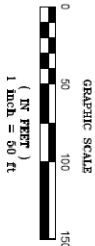


SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3821 N.W. 10th Ave.
Fort Lauderdale, FL 33309
LICENSED BUSINESS CERTIFICATION NO. 5019

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REWORKS NAIL & CAP STAMPED PER LB2019
REWORKS PC / PT

FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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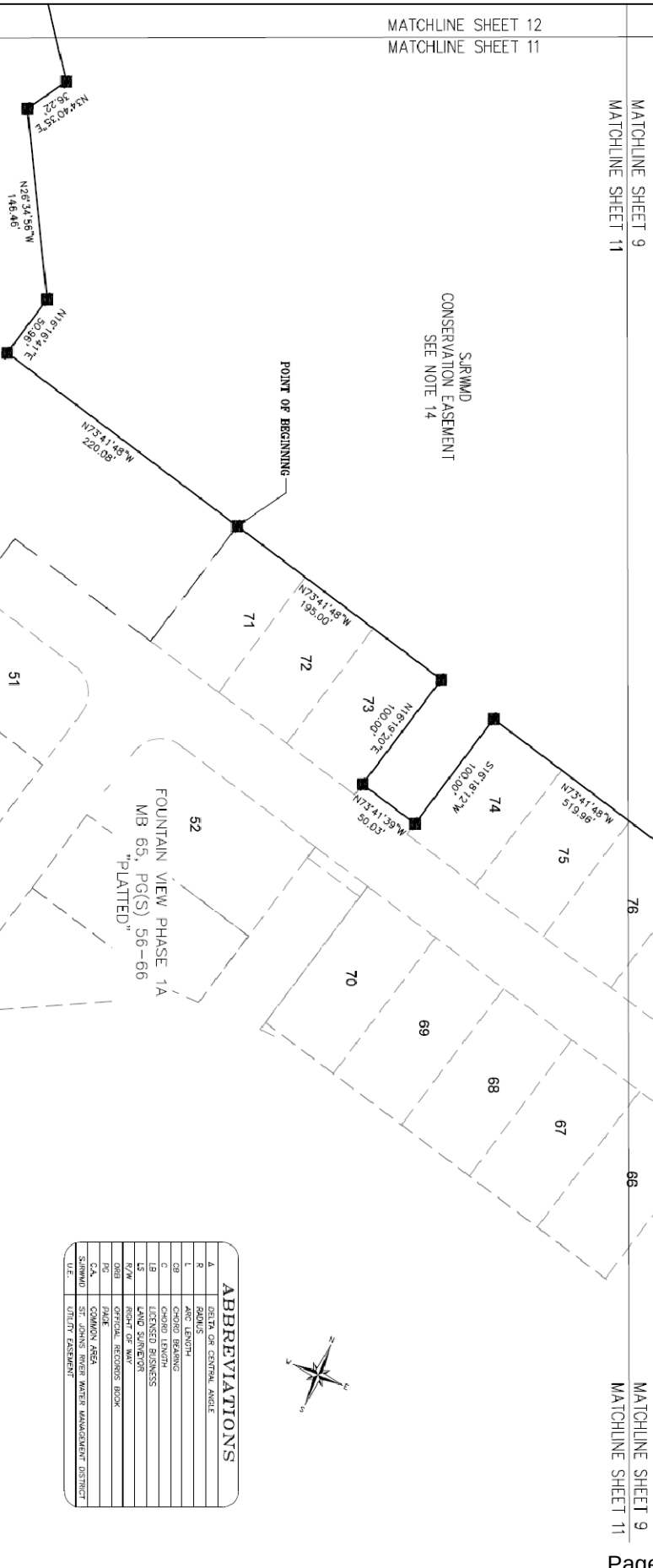


MATCHLINE SHEET 9
MATCHLINE SHEET 11

MATCHLINE SHEET 9
MATCHLINE SHEET 11

SURVMD
CONSERVATION EASEMENT
SEE NOTE 14

POINT OF BEGINNING



ABBREVIATIONS	
A	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LEASED BUSINESS
LS	LAND SURVEYOR
DB	DEED BUSINESS
GR	GRAND REVENUE BOOK
PA	PAID
CA	COMMON AREA
SURVMD	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT



SEE SHEET 3 & 4



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3821 NOVA ROAD
PORT ORANGE, FL 32127
LICENSED BUSINESS CERTIFICATION NO. 3019

PREPARED BY:

LEGEND

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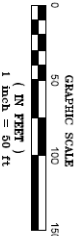
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| DENOTES PC / PT

FOUNTAIN VIEW, PHASE 1C
PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: --- PAGE: ---



MATCHLINE SHEET 10
MATCHLINE SHEET 12

MATCHLINE SHEET 10
MATCHLINE SHEET 12



N35°12'42"E 1086.02'

SARMD
CONSERVATION EASEMENT
SEE NOTE 14

TRACT 10-4
COMMON AREA ACCESS
CONSERVATION EASEMENT
UTILITY & CONSERVATION
11772405.F
8/7/2020

ABBREVIATIONS	
A	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
OR	OFFICIAL RECORDS BOOK
PT	POINT
CA	COMMON AREA
SARMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

A=58°02'19"
R=165.00'
L=167.14'
CB=N10°11'33"E
CH=160.08'

N83°04'10"W
120.20'

S73°45'06"W
149.36'

N45°04'14"W
203.80'

MATCHLINE SHEET 12
MATCHLINE SHEET 11



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

MEMBER ST.
3921 NOVA ROAD
PORT JACOB, FL 32077
PHONE (386) 761-4385
LICENSED BUSINESS CERTIFICATION NO. 3019

- LEGEND
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 - | DENOTES PC / PT

[illegible]

TABLE OF CONTENTS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
P-1/2	BOUNDARY AND TOPOGRAPIH SURVEY
P-2/2	PRELIMINARY / FINAL PLAN
2	OVERALL PLAN / KEY LAMP-PHASE 2
3-2	DEVELOPMENT AND EROSION CONTROL PLAN
3-3	CIVIL PLAN
3-4	OVERALL UTILITY PLAN
10-12	UTILITY PLAN
16-17	PLAN & PROFILE
18-25	PAVING AND DRAINAGE DETAILS
24-26	WATER DISTRIBUTION SYSTEM DETAILS
26-27	SAUNARY COLLECTION SYSTEM DETAILS
28-29	LIFT STATION DETAILS
30-31	SEWER SYSTEM WATER DETAILS
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33	LANDSCAPE INFORMATION SHEET
42	LANDSCAPE DETAILS
45	IRRIGATION DETAILS

[illegible]

SCROLL MAP

LAND USE TABULATION

[illegible]

PROJECT ATTORNEY
JULY 2000 P. 23

PROJECT ATTORNEY
JEFF GORDON, P.C.
SUITE 1200, 100 N. GULF
BLVD., SUITE 1200, TAMPA, FL
33602-1200, FLORIDA 33602
(813) 255-0000
E-MAIL: JGORDON@JGORDONPC.COM

**SUBDIVISION DESIGNER, ENGINEER
LANDSCAPE ARCHITECT**

[illegible]

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 BUCKINGHAM AVENUE, HOLLY HILL, FLORIDA 32117
(407) 877-2021 FAX (407) 901-9101 E-MAIL: info@palmettohills.com
MEMBER OF INTERNATIONAL NURSERY SOCIETY

FOUNTAIN VIEW PHASE 1C

APPLIED DESIGN • 4 • EDITION

COVER SHEET

REFERENCES

Phone 815-733-3333

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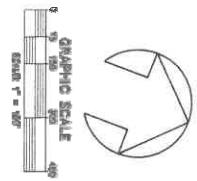
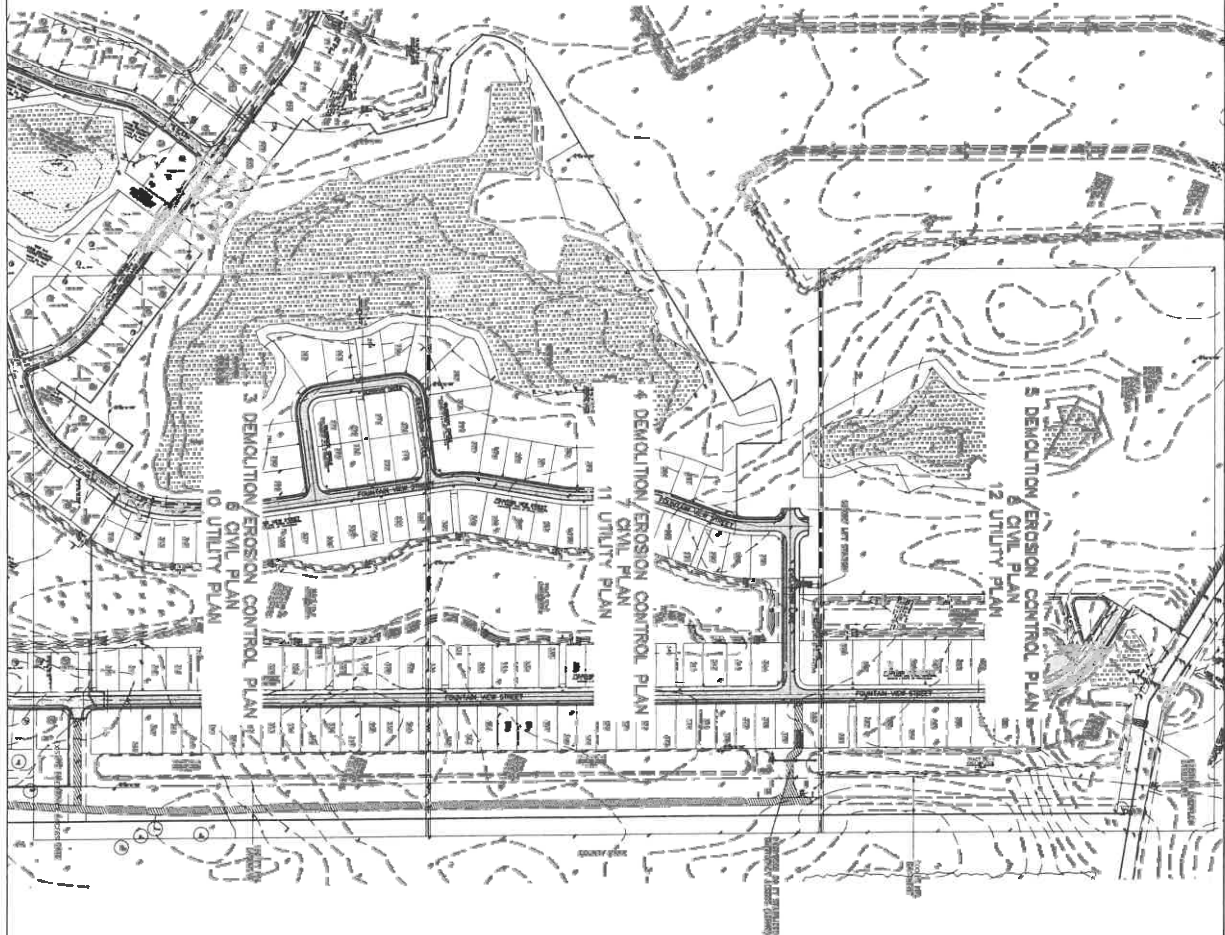
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Partner
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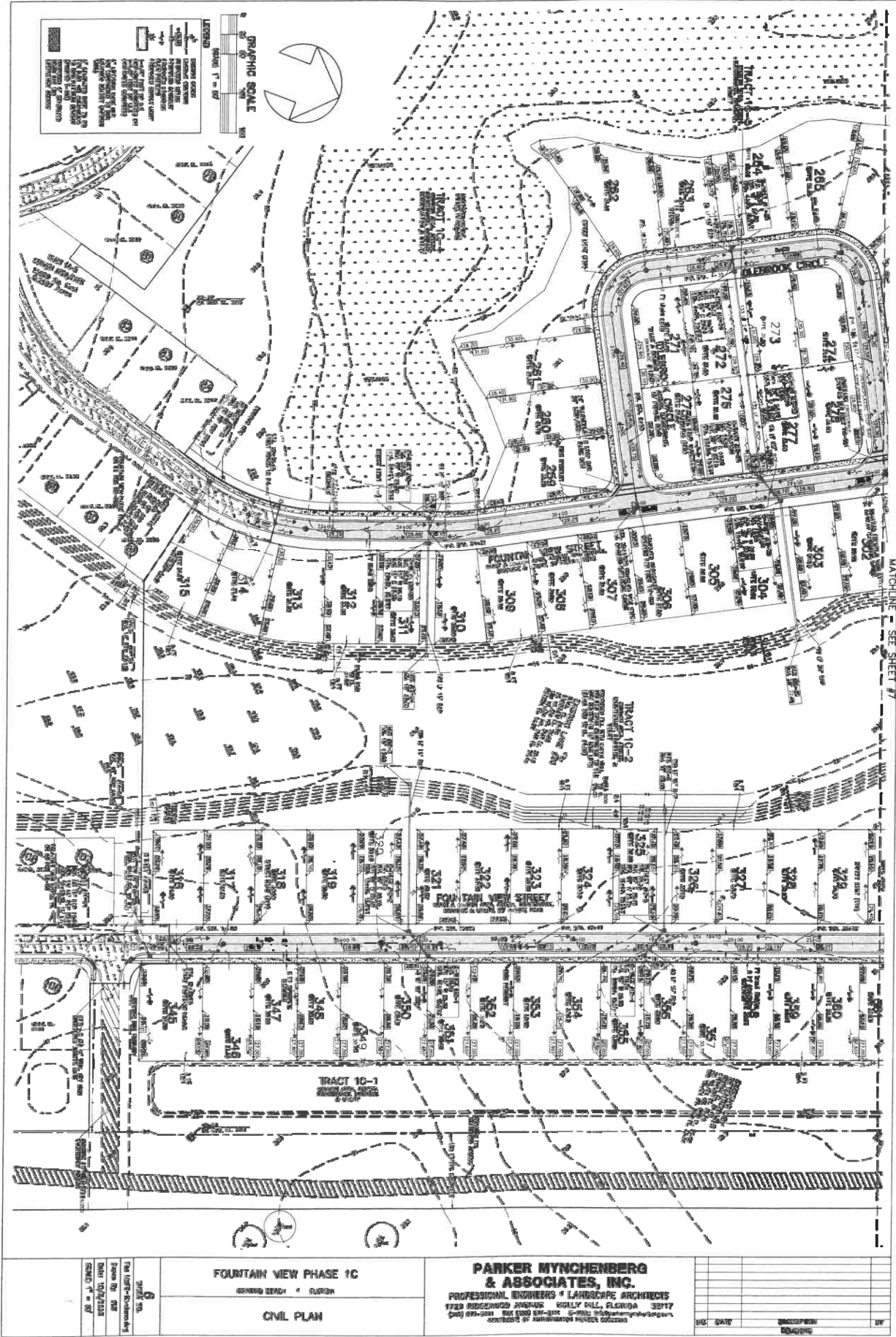
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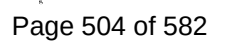
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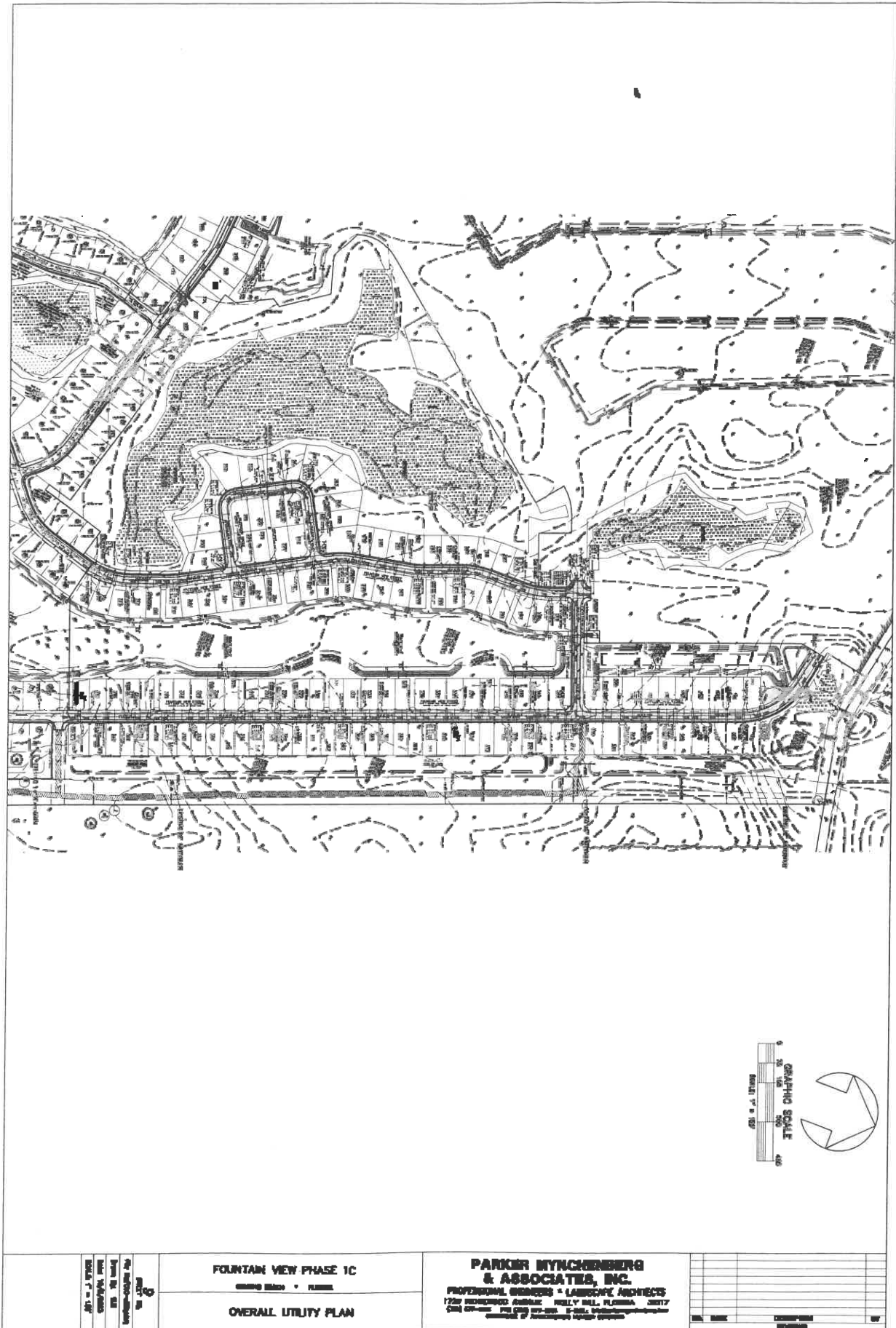


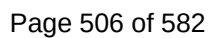
FOUNTAIN VIEW PHASE 1C SHEET NO. 1001 OVERALL PLAN / KEY MAP	PARKIN MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1720 WICKHAM AVENUE, SUITE 100, WEST PALM BEACH, FLORIDA 33411 (561) 865-1000 FAX (561) 865-1001 E-MAIL: info@parkinmynchenberg.com	DATE: 10/1/01 BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]
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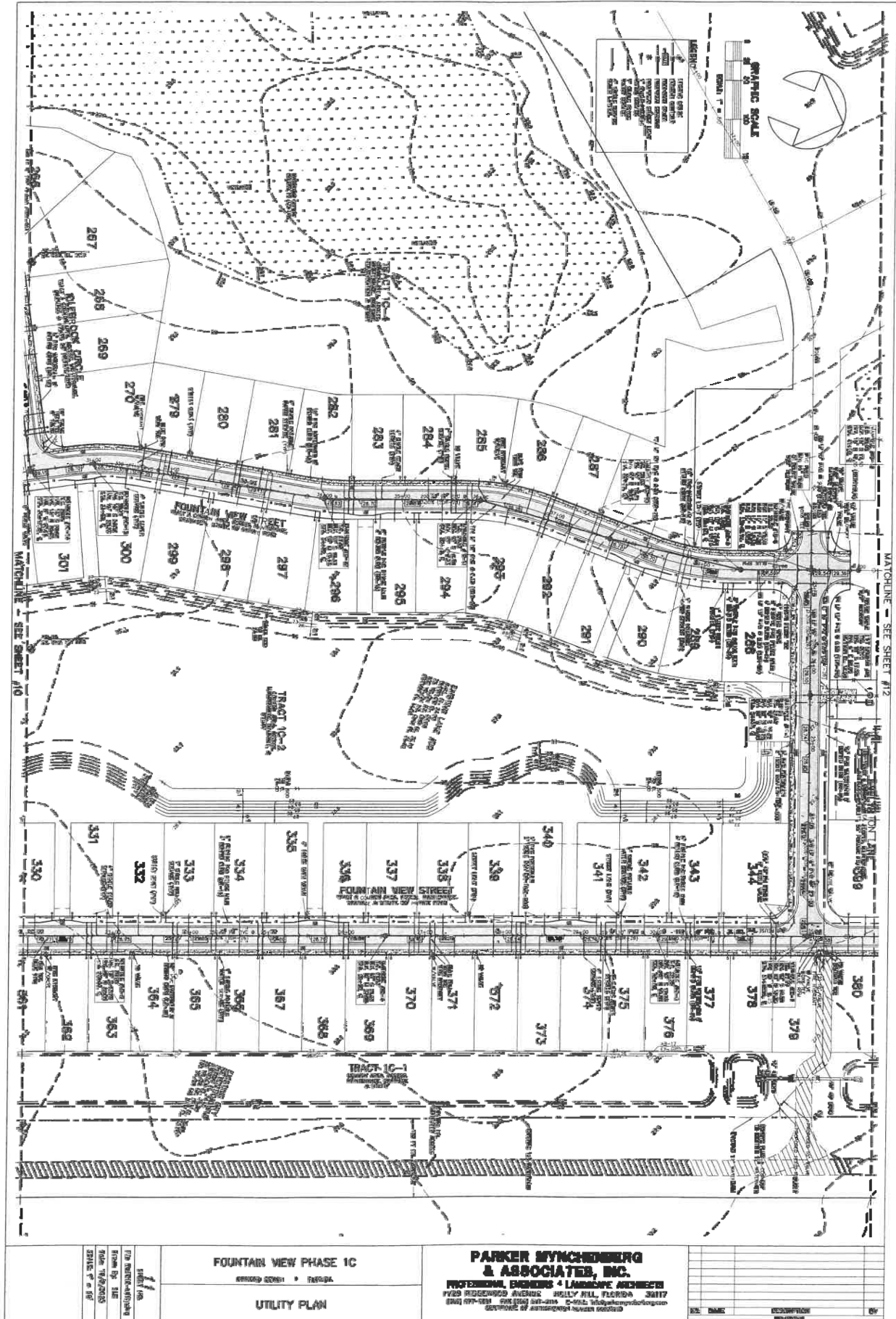


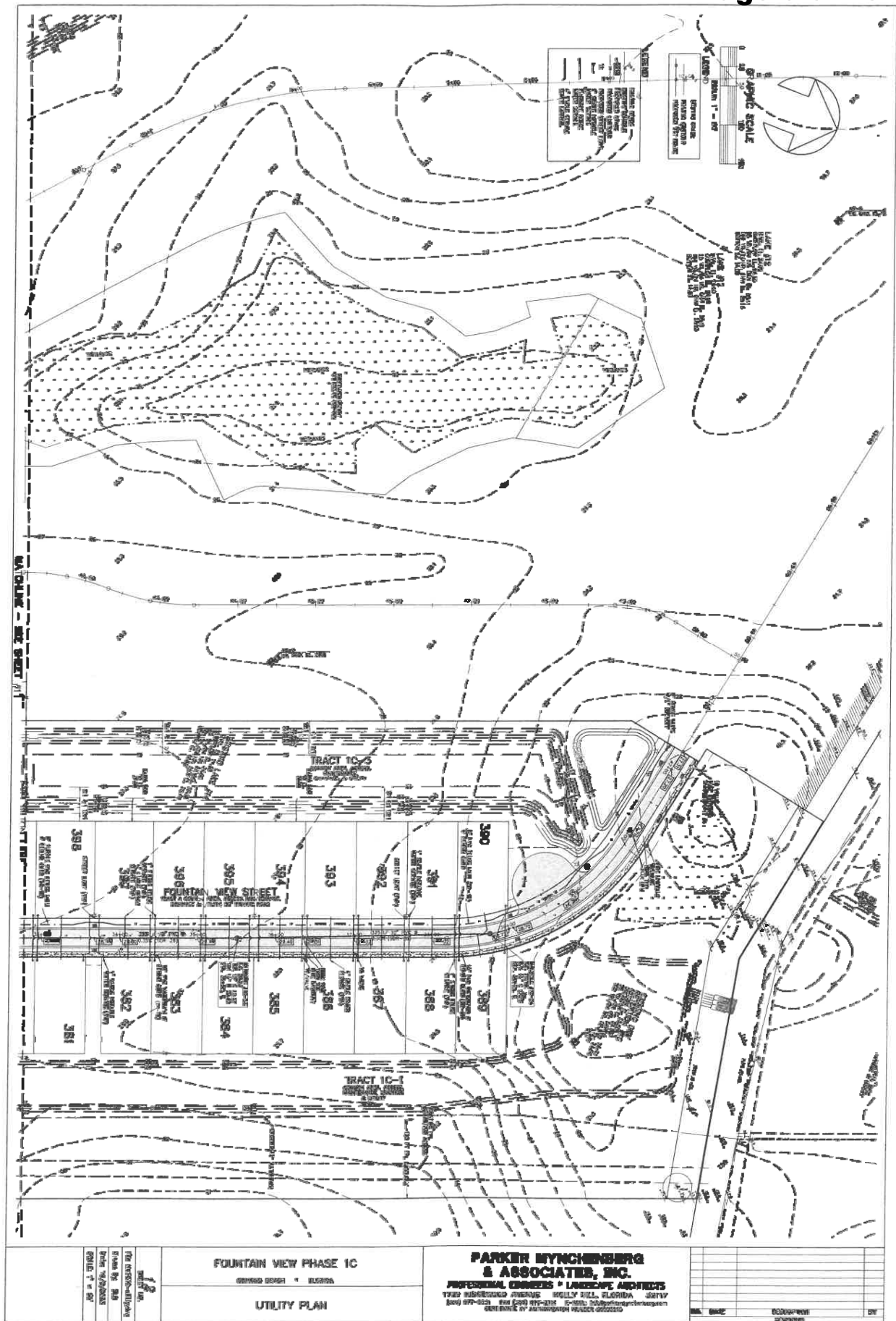


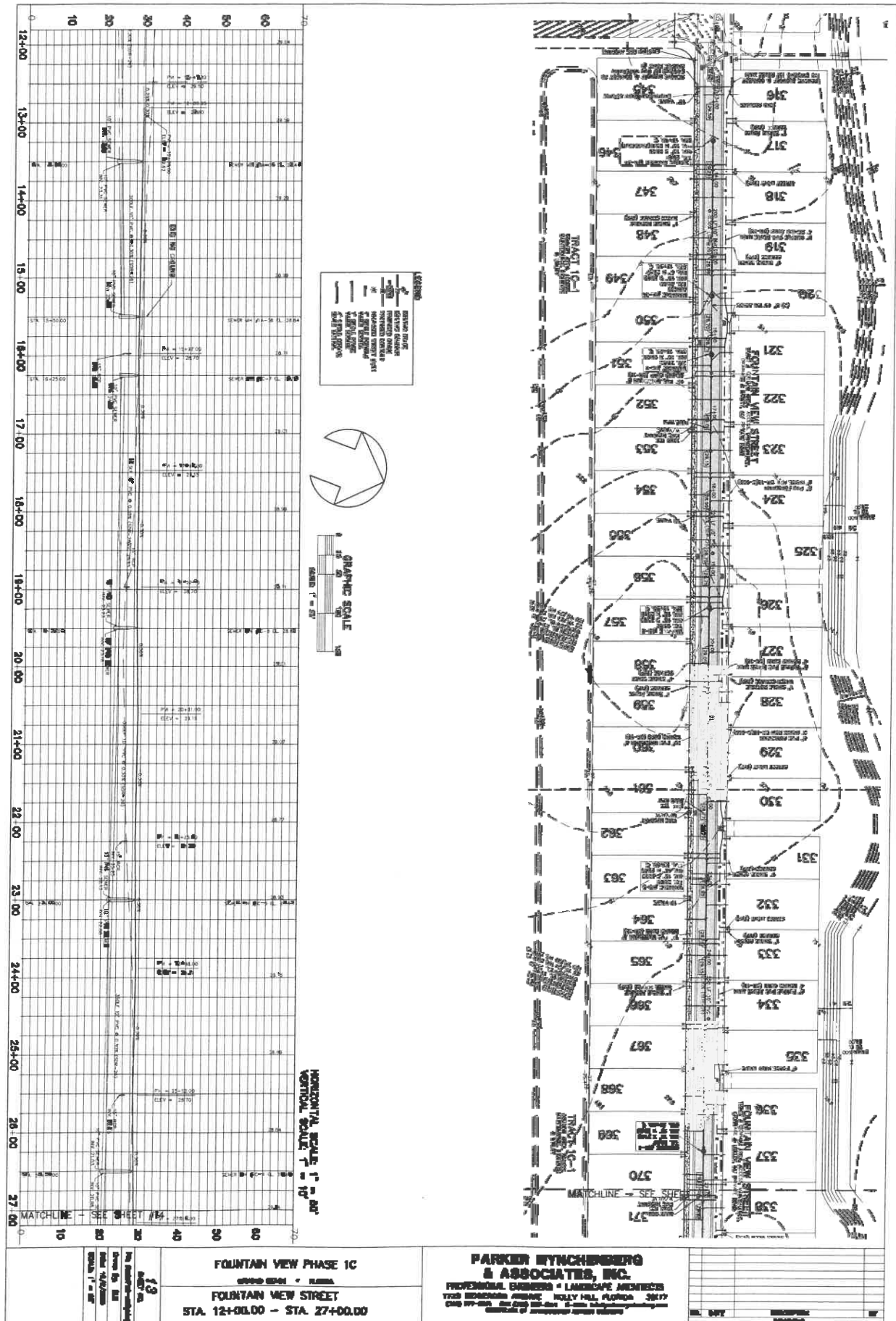


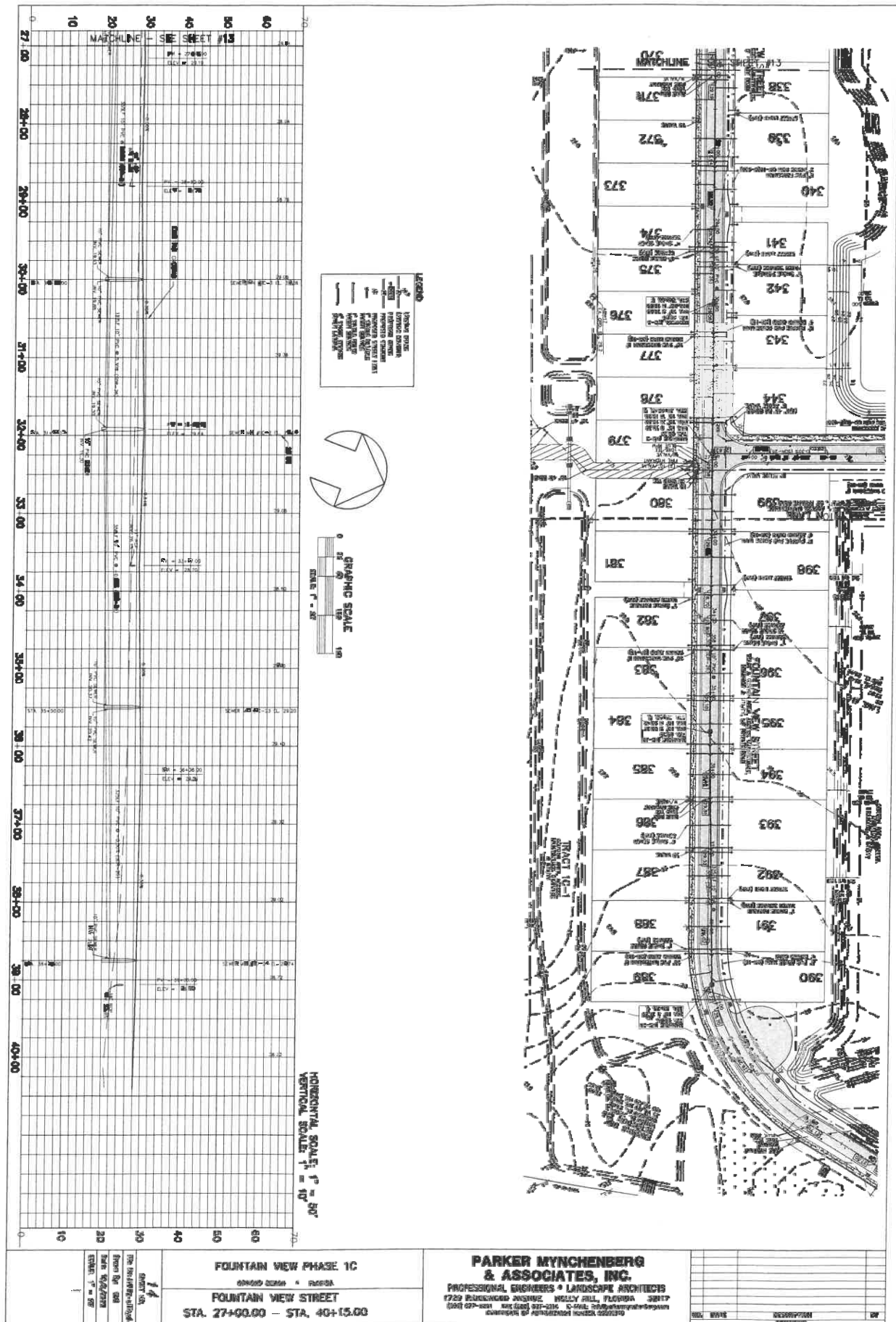


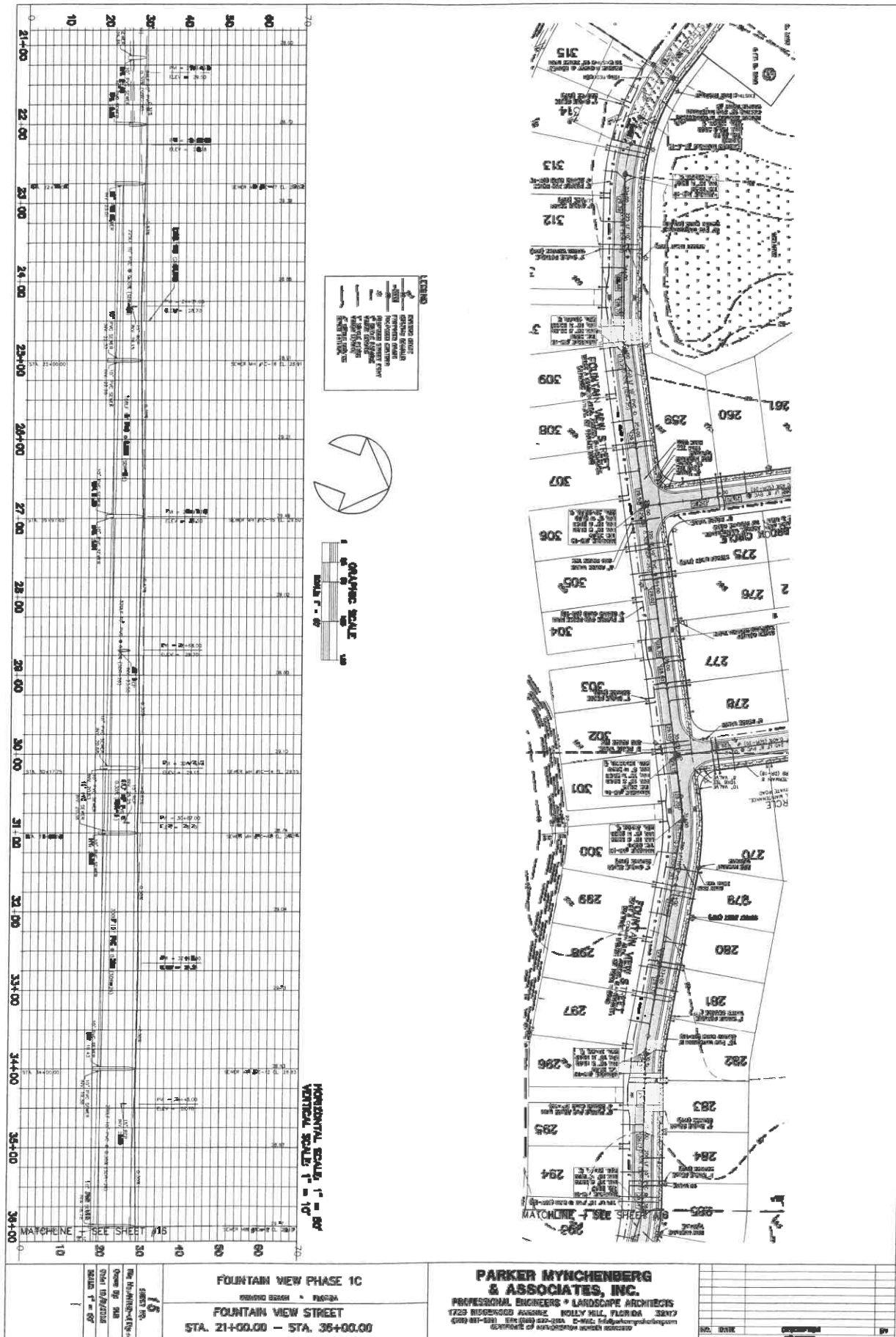




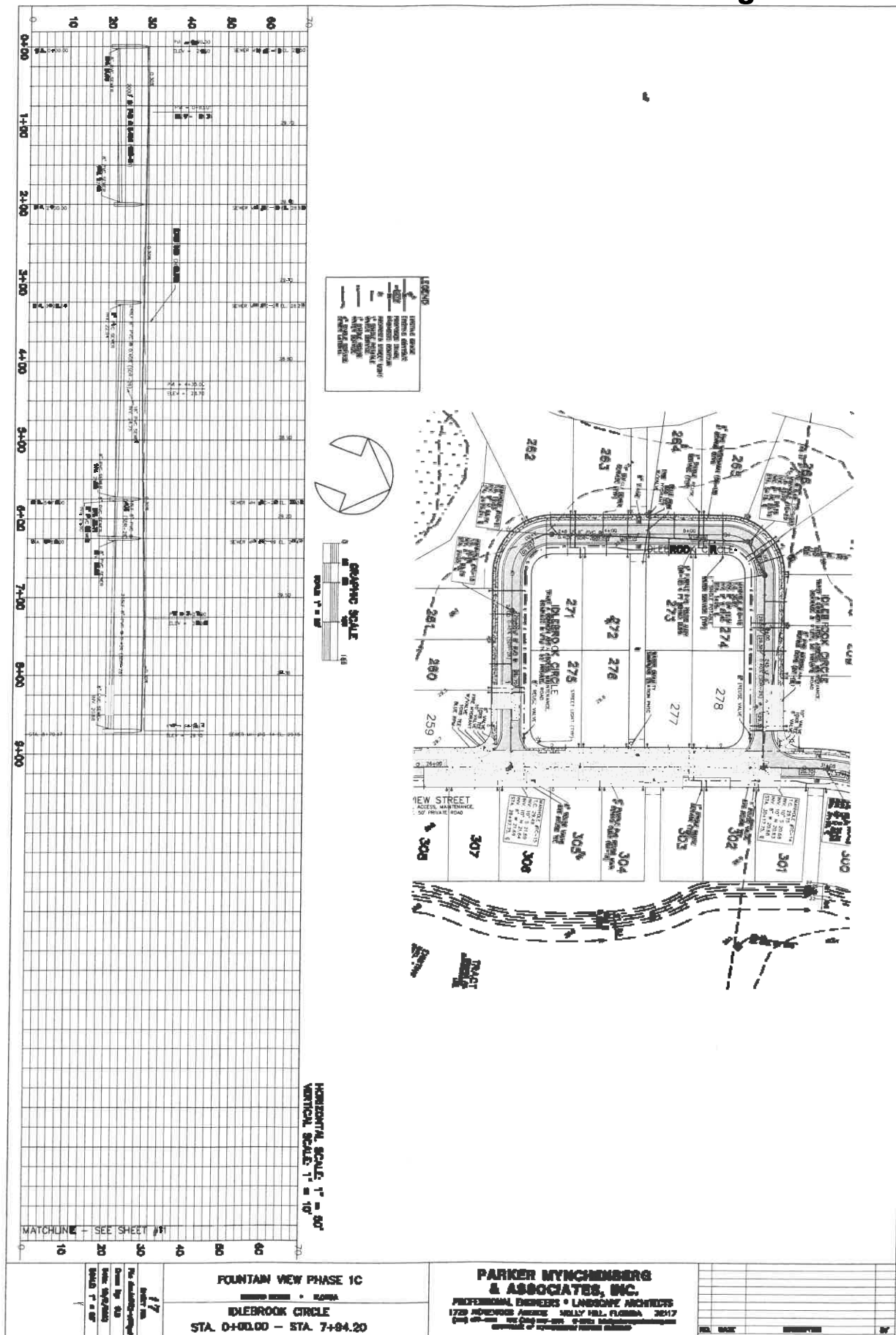


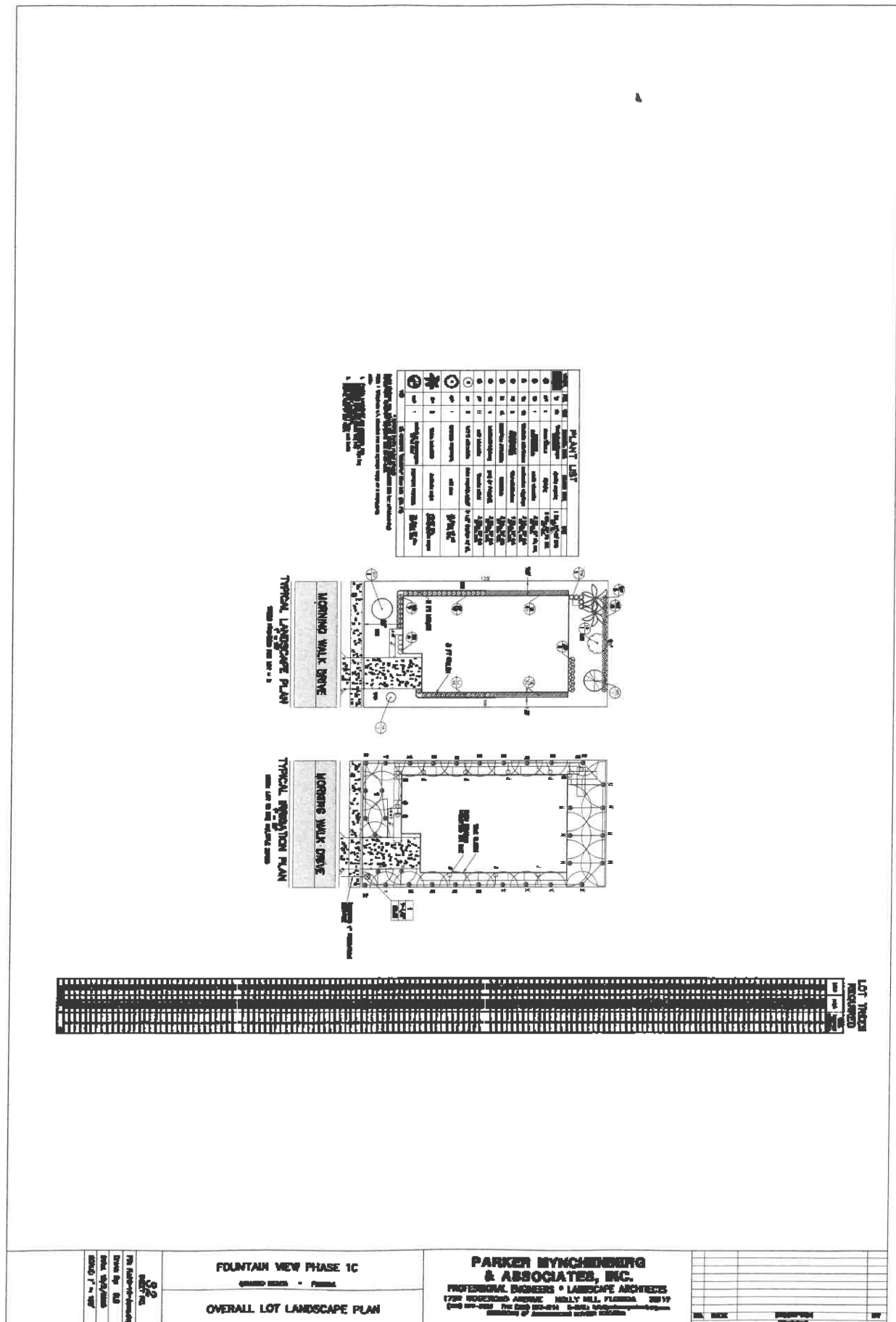












ATTACHMENT 3

Final Plat

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 836.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) THENCE S20°45'39"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 153.53 FEET TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY OFFICIAL RECORDS BOOK 7368, PAGES 2983-2985; THENCE S88°39'35"E ALONG SAID NORTHERLY LINE, 126.97 FEET; THENCE DEPARTING SAID NORTHERLY LINE N03°27'01"W, A DISTANCE OF 154.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'40", A CHORD BEARING OF N22°57'53"W, AND A CHORD DISTANCE OF 6.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE N17°28'38"W, 69.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'00", A CHORD BEARING OF N07°32'27"W, AND A CHORD DISTANCE OF 108.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE N02°04'18"E, 0.95 FEET; THENCE N02°33'58"E, 180.84 FEET; THENCE N6°10'50"E, 223.59 FEET; THENCE N20°49'10"W, 69.89 FEET; THENCE N6°10'50"E, 130.94 FEET; THENCE N20°49'10"W, 322.58 FEET; THENCE N04°49'49"E, 384.35 FEET; THENCE S85°10'11"E, 25.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE S85°10'11"E, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 129.18 FEET; THENCE S77°38'47"E, 86.68 FEET; THENCE S7°24'14"E, 150.00 FEET; THENCE N16°18'12"E, 130.00 FEET; THENCE N73°41'48"W, 10.78 FEET; THENCE N16°18'12"E, 50.00 FEET; THENCE S73°41'48"E, 130.00 FEET; THENCE N16°18'12"E, 110.00 FEET TO THE POINT OF BEGINNING; THENCE N73°41'48"W, 220.08 FEET; THENCE N16°18'41"E, 50.96 FEET; THENCE N26°54'56"W, 146.46 FEET; THENCE N34°40'35"E, 36.22 FEET; THENCE N34°04'47"E, 203.80 FEET; THENCE S72°45'02"W, 140.36 FEET; THENCE N57°04'10"W, 120.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 58°02'19", A CHORD BEARING OF N10°11'33"E, AND A CHORD DISTANCE OF 160.08 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 167.14 FEET; THENCE N39°12'42"E, 108.02 FEET; THENCE N50°47'18"W, 125.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 29°48'18", A CHORD BEARING OF N54°26'21"E, AND A CHORD DISTANCE OF 115.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 117.04 FEET; THENCE N69°20'30"E, 68.50 FEET; THENCE S20°39'22"E, 124.99 FEET; THENCE N69°20'38"E, 202.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°28'52", A CHORD BEARING OF N15°25'08"W, AND A CHORD DISTANCE OF 50.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 50.28 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N85°39'22"W, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N04°20'38"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N69°20'38"E, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N85°39'22"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE N69°20'38"E, 92.00 FEET; THENCE N20°39'22"W, 60.00 FEET; THENCE N69°20'38"E, 50.00 FEET; THENCE N20°39'22"W, 776.84 FEET; THENCE N10°14'27"E, 51.48 FEET; THENCE N10°03'59"E, 50.00 FEET; THENCE N79°18'15"W, 19.36 FEET; THENCE N10°41'42"E TO THE SOUTHERLY LINE OF PLANTATION BAY COMMON AREA, OFFICIAL RECORDS BOOK 5861, PAGES 6454, A DISTANCE OF 177.50 FEET; THENCE S79°18'15"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 207.31 FEET; THENCE N78°36'42"E, 314.26 FEET TO THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGE 122; THENCE ALONG SAID EAST LINE S20°42'02"E A DISTANCE OF 321.27 FEET TO A POINT ON THE WESTERLY LIMITS OF PLANTATION OAKS OF ORMOND BEACH, UNIT-1 RECORDED IN MAP BOOK 59, PAGES 138-154 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 254.07 FEET, A CENTRAL ANGLE OF 02°59'45", A CHORD BEARING OF S29°30'00"W, AND A CHORD DISTANCE OF 133.01 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 133.02 FEET; THENCE DEPARTING SAID PLANTATION OAKS OF ORMOND BEACH, UNIT-1 N20°42'02"E ALONG THE WESTERLY LINE OF FLORIDA POWER & LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446, PAGE 122, A DISTANCE OF 347.07 FEET; THENCE DEPARTING SAID WESTERLY EASEMENT LINE S69°20'38"W, 158.12 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 24.89 FEET, A CENTRAL ANGLE OF 90°02'58", A CHORD BEARING OF N85°39'57"W, AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.28 FEET; THENCE N20°38'02"W, 23.79 FEET; THENCE S69°20'39"W, 50.00 FEET; THENCE S20°39'21"E, 35.45 FEET; THENCE S69°21'09"W, 437.90 FEET; THENCE N77°23'13"W, 110.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 19°15'49", A CHORD BEARING OF N02°58'02"E, AND A CHORD DISTANCE OF 108.76 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 109.27 FEET; THENCE S83°20'38"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 22°57'14", A CHORD BEARING OF S04°49'35"W, AND A CHORD DISTANCE OF 109.44 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 110.17 FEET; THENCE S16°18'12"W, 28.37 FEET; THENCE N73°43'20"W, 110.15 FEET; THENCE S16°18'13"W, 266.98 FEET; THENCE N73°41'48"W, 25.04 FEET; THENCE N16°18'12"E, 100.00 FEET; THENCE N73°41'48"W, 519.96 FEET; THENCE S16°18'12"W, 100.00 FEET; THENCE N73°41'38"W, 50.03 FEET; THENCE N16°19'20"E, 100.00 FEET; THENCE N73°41'48"W, 195.00 FEET TO THE POINT OF BEGINNING.

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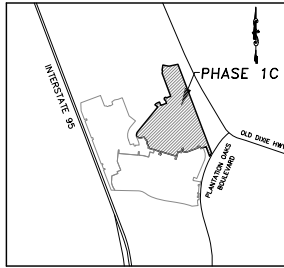
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- 1 COVER SHEET (CURRENT)
- 2 GENERAL NOTES SHEET
- 3-5 KEY SHEETS
- 6-12 DETAIL SHEETS

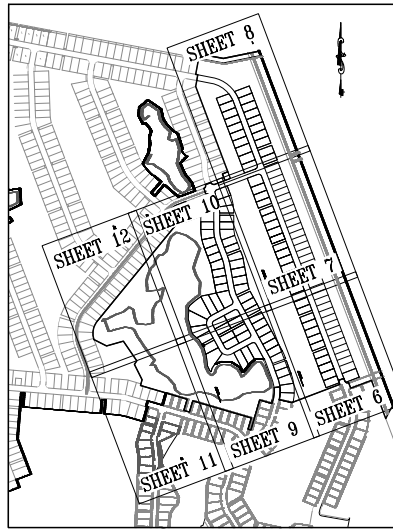
PREPARED BY:

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 791-4365
LICENSED BUSINESS CERTIFICATION NO. 3019



VICINITY MAP
1"=2000'



KEY MAP
1"=500'

MAP BOOK:___ PAGE:___

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, PLANTATION OAKS OF ORMOND BEACH LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "FOUNTAIN VIEW, PHASE 1C", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED;

37.50' S' RICKLAND CANAL, RIGHT OF WAY IS HEREBY DEDICATED IN FEE TO VOLUSIA COUNTY, 10 FOOT WIDE 20 FOOT WIDE MAINTENANCE ACCESS EASEMENT ADJACENT TO THE S' RICKLAND CANAL, RIGHT OF WAY IS DEDICATED TO VOLUSIA COUNTY FOR CANAL MAINTENANCE.

TRACT A SHOWN HEREON AS FOUNTAIN VIEW STREET, (IDLEBROOK CIRCLE, EVELYNLYN LANE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, IS HEREBY GRANTED TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR COMMON AREA ACCESS, MAINTENANCE & DRAINAGE AND UTILITIES, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. AN ACCESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.

PARCEL "A" (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF;

TRACTS 1C-1, 1C-2, 1C-3, AND 1C-5, ARE HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES.

TRACT 1C-4 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND CONSERVATION.

IN WITNESS WHEREOF, I HAVE CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____, 2025 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

PRINT NAME: PARKER MYNCHENBERG, MANAGER
PLANTATION OAKS OF ORMOND BEACH LLC,
A FLORIDA LIMITED LIABILITY COMPANY

PRINT NAME:

STATE OF FLORIDA

COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025 BY PARKER MYNCHENBERG, MANAGER OF PLANTATION OAKS OF ORMOND BEACH LLC, HE IS KNOWN TO ME AND DO NOT TAKE AN OATH.

NOTARY PUBLIC: _____ SEAL

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.09(1) REGARDING "PERMANENT REFERENCE MONUMENTS", THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

JEFFREY A. MATTHEWS P.S.M. 6193
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "FOUNTAIN VIEW, PHASE 1C" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND I HAVE PREPARED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

CITY REGISTERED SURVEYOR _____ DATE: _____, 2025. SEAL
MICHAEL E. ARNO P.S.M. NO. 5574
UPHAM INC. L.B. NO. 03612

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2025, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2025.

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2025
THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____ MAYOR
ATTEST: _____ CITY CLERK

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2025, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

SHEET 1 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°14'58"E ASSUMED ALONG THE SOUTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.
2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.
3. ■ DENOTES SET PERMANENT REFERENCE MONUMENT (4"x4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).
4. Δ DENOTES SET PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED)
5. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK 8452, PAGES 225 - 325, COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK 8452, PAGES 225 - 325, AMENDMENT TO COVENANTS AND RESTRICTIONS FOR PHASE 1B RECORDED IN O.R. BOOK 8452, PAGE 225 - 325, AMENDMENT TO THE COVENANTS AND RESTRICTIONS FOR PHASE 1C RECORDED IN O.R. BOOK _____ PAGES.
6. 1.0 FOOT NON-VEHICULAR ACCESS EASEMENT: NO DRIVEWAY ACCESS PERMITTED.
7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON-RADIAL.
8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.
9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE. NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. *THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE. NON-EXCLUSIVE EASEMENTS, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

11. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2007-229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6683, PAGE 509 AND FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT RECORDED IN O.R. BOOK 6268, PAGES 2898-2930 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
12. TRACT 1C-4 IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
13. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.
14. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
15. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
16. THE TEMPORARY TURN-AROUND EASEMENT SHOWN ON SHEET 8 TO BE VACATED UPON ROAD EXTENSION.
17. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
18. TRACT A PRIVATE ROAD COMMON AREA ACCESS, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.
19. ALL ACCESS EASEMENTS ARE HEREBY CONVEYED TO THE CITY OF ORMOND BEACH FOR EMERGENCY ACCESS PURPOSES. EMERGENCY ACCESS EASEMENTS TO BE MAINTAINED BY THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNER'S ASSOCIATION, INC.

ABBREVIATIONS	
A	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CL	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
NVA	NON VEHICLE ACCESS EASEMENT
R/W	RIGHT OF WAY
SEC	SECTION
TWP	TOWNSHIP
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
RNG	RANGE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PNT	POINT OF NON-TANGENT
RP	RADIUS POINT
SRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
CL	CENTER LINE
VS	SQUARE
FT.	FEET
CM	CONCRETE MONUMENT
NR	NON-RADIAL
FP&L	FLORIDA POWER & LIGHT
CA	COMMON AREA
S.F.	SQUARE FEET
(1)	LOT NUMBER

TOTAL PHASE 1C SITE AREA = 90.333 ACRES	
TOTAL L.F. OF ROADS PH. 1C = 6192.29 L.F.	
LOTS 259-399	25.637 ACRES
PARCEL A LIFT STATION	0.069 ACRES
TRACT A COMMON AREA/ACCESS/MAINTENANCE/DRAINAGE & UTILITY 50' PRIVATE ROAD R/W.....	6.999 ACRES
TRACT 1C-1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	15.261 ACRES
TRACT 1C-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	12.018 ACRES
TRACT 1C-3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	2.725 ACRES
TRACT 1C-4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, & CONSERVATION	27.027 ACRES
TRACT 1C-5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.113 ACRES
STICKLAND CANAL 37.50 FEET RIGHT OF WAY TO VOLUSIA COUNTY.....	0.458 ACRES

PRIVATE ROADS		LINEAR FEET	SET BACKS		ACCESSORY SET BACKS	
TOTAL NUMBER OF LOTS = 141 LOTS	FOUNTAIN VIEW STREET	4800.30 L.F.	FRONT	20.00 FT.	SIDE YARD	7.50 FT.
MINIMUM LOT SIZE 55' x 10'	EVELYN LANE	521.52 L.F.	REAR	20.00 FT.	SIDE YARD CORNER NO ACCESS	15.00 FT.
TOTAL NUMBER OF TRACTS = 6	IDLEBROOK CIRCLE	870.47 L.F.	SIDE	7.50 FT.	REAR YARD	5.00 FT.
			WATERFRONT	20.00 FT.	FRONT YARD	20.00 FT.
			SIDE CORNER NO ACCESS 15.00 FT.			



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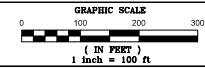
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 791-4365
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 2 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

- LEGEND
- DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019.
 - △ DENOTES NAIL & CAP STAMPED PCP LB3019.
 - I DENOTES PC / PT

— CENTERLINE OF ROAD

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF
SECTION 24 &
SECTION 25
TOWNSHIP 13 EAST
RANGE 31 SOUTH

S89°14'58"E 938.01'
SOUTH LINE OF SECTION 24
NORTH LINE OF SECTION 25

SURROUND
CONSERVATION EASEMENT
SEE NOTE 12

"UNPLATTED"

SURROUND
CONSERVATION EASEMENT
SEE NOTE 12

N69°10'50"E 223.95'
N20°49'10"W 69.89'

N02°04'18"E 0.85'
A=119°33'09"
R=112.77'
L=108.86'
CB=N07°32'27"W
Ch=108.01'

A=11°00'49"
R=35.08'
L=6.74'
CB=N23°57'33"W
Ch=6.73'

S20°45'39"E 15.53'
S86°39'35"E 126.97'

S85°10'11"E 25.00'
N04°49'49"E 39.35'

S04°49'49"W 120.03'

N02°49'10"W 322.08'

S85°10'11"E 66.00'

FOUNTAIN VIEW PHASE 1A
MB 65, PG(S) 56-66
"PLATTED"

NORTHERLY LINE OF PLANTATION OAKS OF
ORMOND BEACH MANUFACTURED HOUSING COMMUNITY
ORB 7368, PAGES 2963-2965

MATCHLINE SHEET 3

MATCHLINE SHEET 4

MATCHLINE SHEET 3

MATCHLINE SHEET 4



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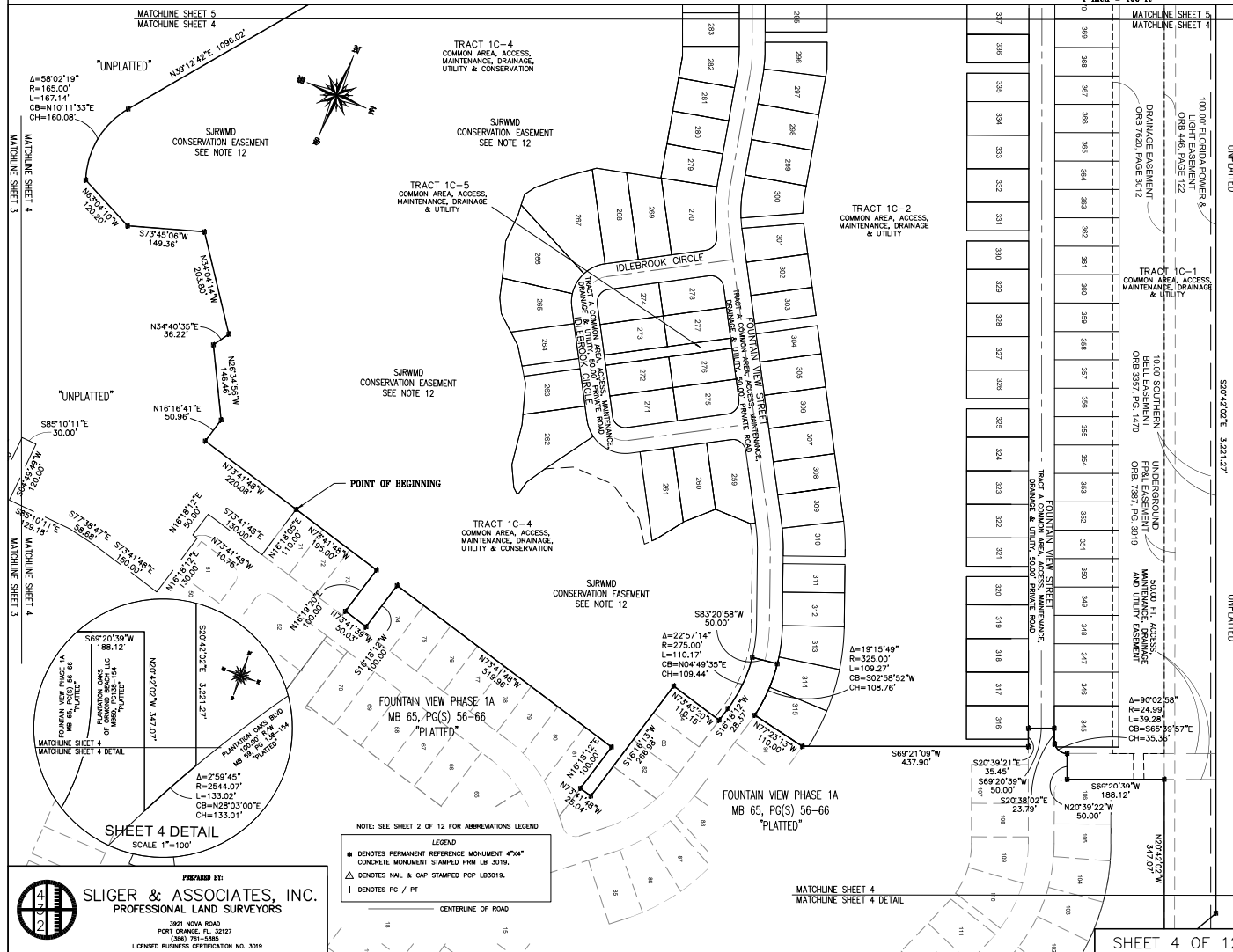
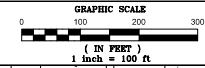
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(386) 791-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 3 OF 12

FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

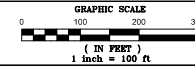
MAP BOOK: PAGE: 12



FOUNTAIN VIEW, PHASE 1C

PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

- LEGEND
- DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PER LB 3019.
 - △ DENOTES NAIL & CAP STAMPED PCP LB3019.
 - | DENOTES PC / PT

CENTERLINE OF ROAD



"UNPLATTED"

"UNPLATTED"

"UNPLATTED"

"UNPLATTED"

MATCHLINE SHEET 5
MATCHLINE SHEET 4

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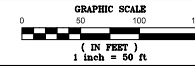
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(386) 791-6365
LICENSED BUSINESS CERTIFICATION NO. 3019

TRACT 1C-4
COMMON AREA, ACCESS,
MAINTENANCE, DRAINAGE,
UTILITY & CONSERVATION



FOUNTAIN VIEW, PHASE 1C PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



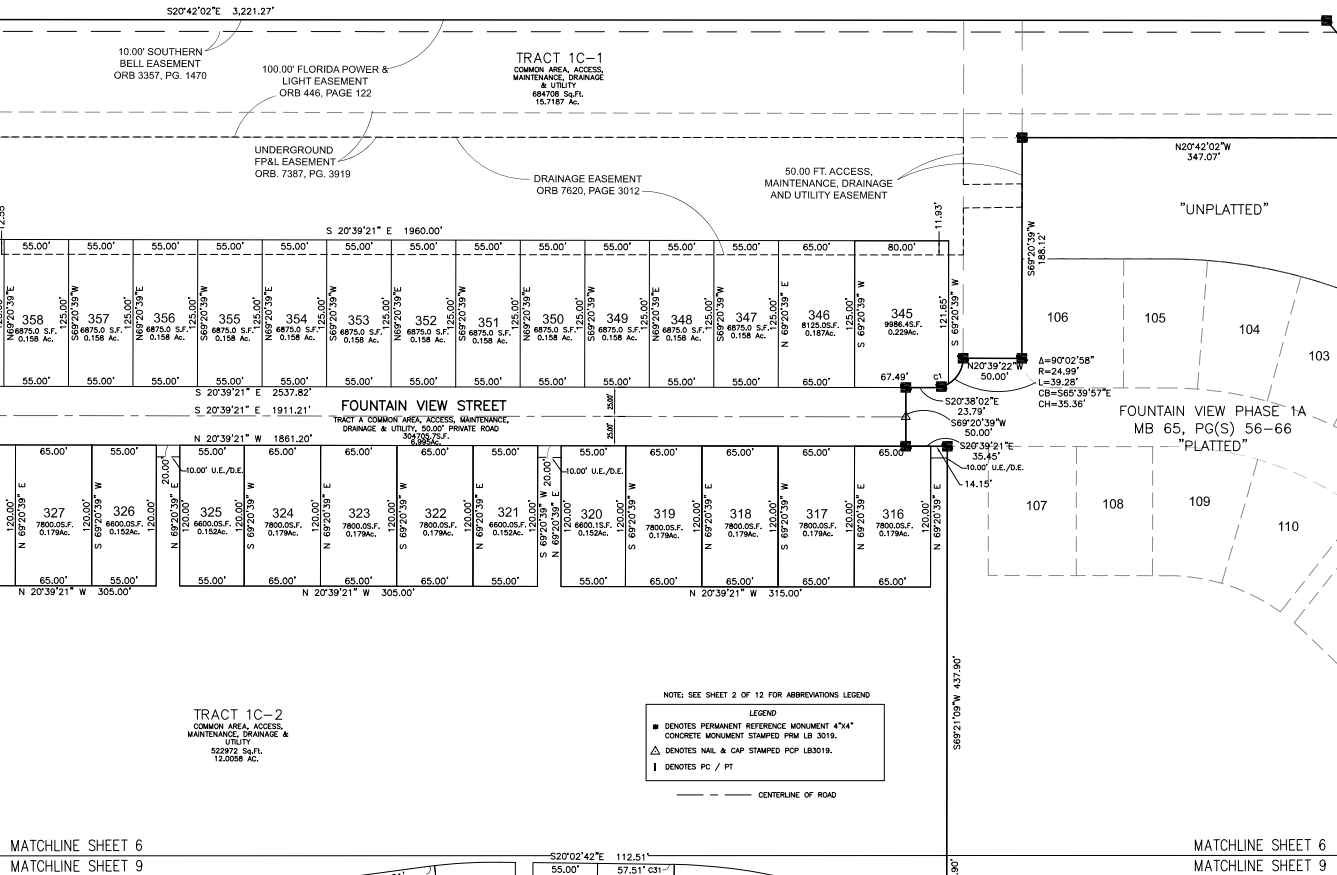
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	13.10'	12.90'	S 38°40'04" E	30°01'10"
C76	445.00'	64.65'	64.59'	S 24°12'24" E	8°19'25"

"UNPLATTED"

"UNPLATTED"

MATCHLINE SHEET 7
MATCHLINE SHEET 6

MATCHLINE SHEET 7
MATCHLINE SHEET 6



MATCHLINE SHEET 6
MATCHLINE SHEET 9

MATCHLINE SHEET 6
MATCHLINE SHEET 9



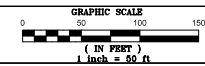
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PORT ORANGE, FL 32127
(386) 791-6365
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 6 OF 12

FOUNTAIN VIEW, PHASE 1C PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: _____ PAGE: _____



NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

LEGEND

- DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PER LB 3019.
- △ DENOTES NAIL & CAP STAMPED PER LB3019.
- I DENOTES PC / PT

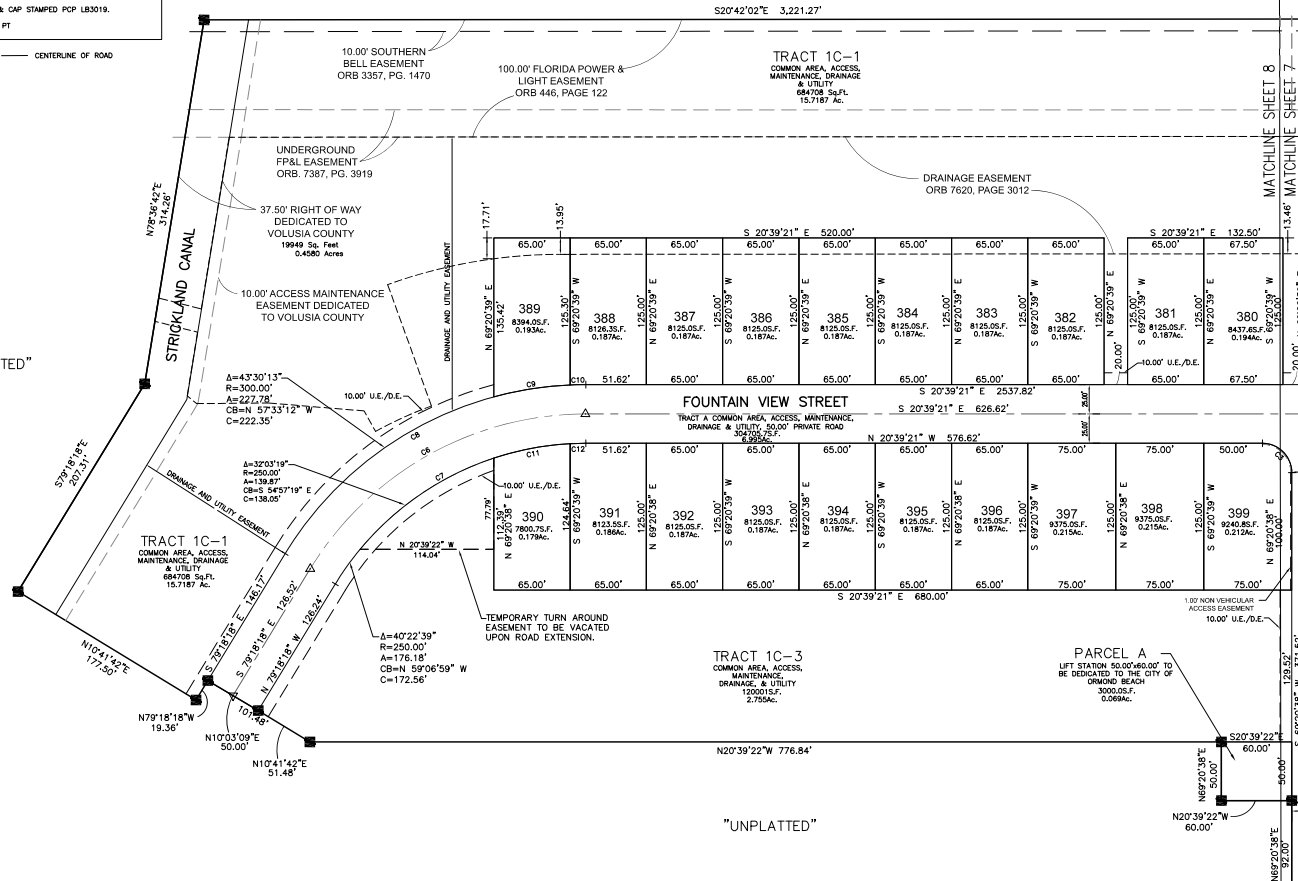
--- CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C6	275.00'	281.50'	269.37'	S 47°56'49" E	98°39'58"
C7	250.00'	266.81'	244.86'	N 49°58'50" W	98°39'58"
C8	300.00'	307.59'	283.85'	N 49°58'50" W	98°39'58"
C9	300.00'	65.92'	65.78'	S 20°39'21" E	17°35'20"
C10	300.00'	13.39'	13.39'	N 21°56'03" W	2°33'24"
C11	250.00'	66.34'	66.14'	S 31°19'33" E	18°12'13"
C12	250.00'	13.39'	13.39'	N 22°11'24" W	3°04'04"

"UNPLATTED"



"UNPLATTED"



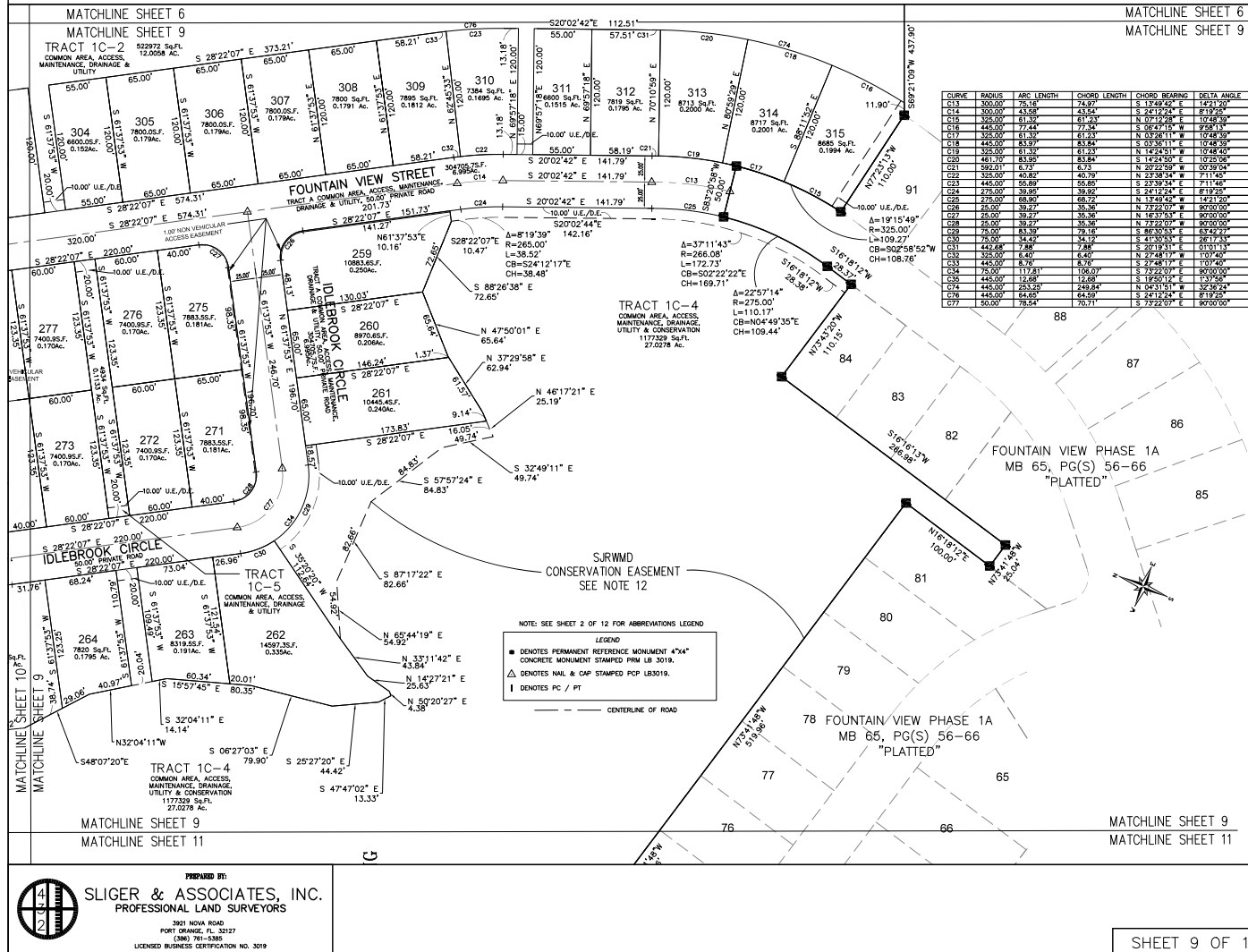
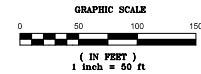
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SHEET 8 OF 12

FOUNTAIN VIEW, PHASE 1C PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

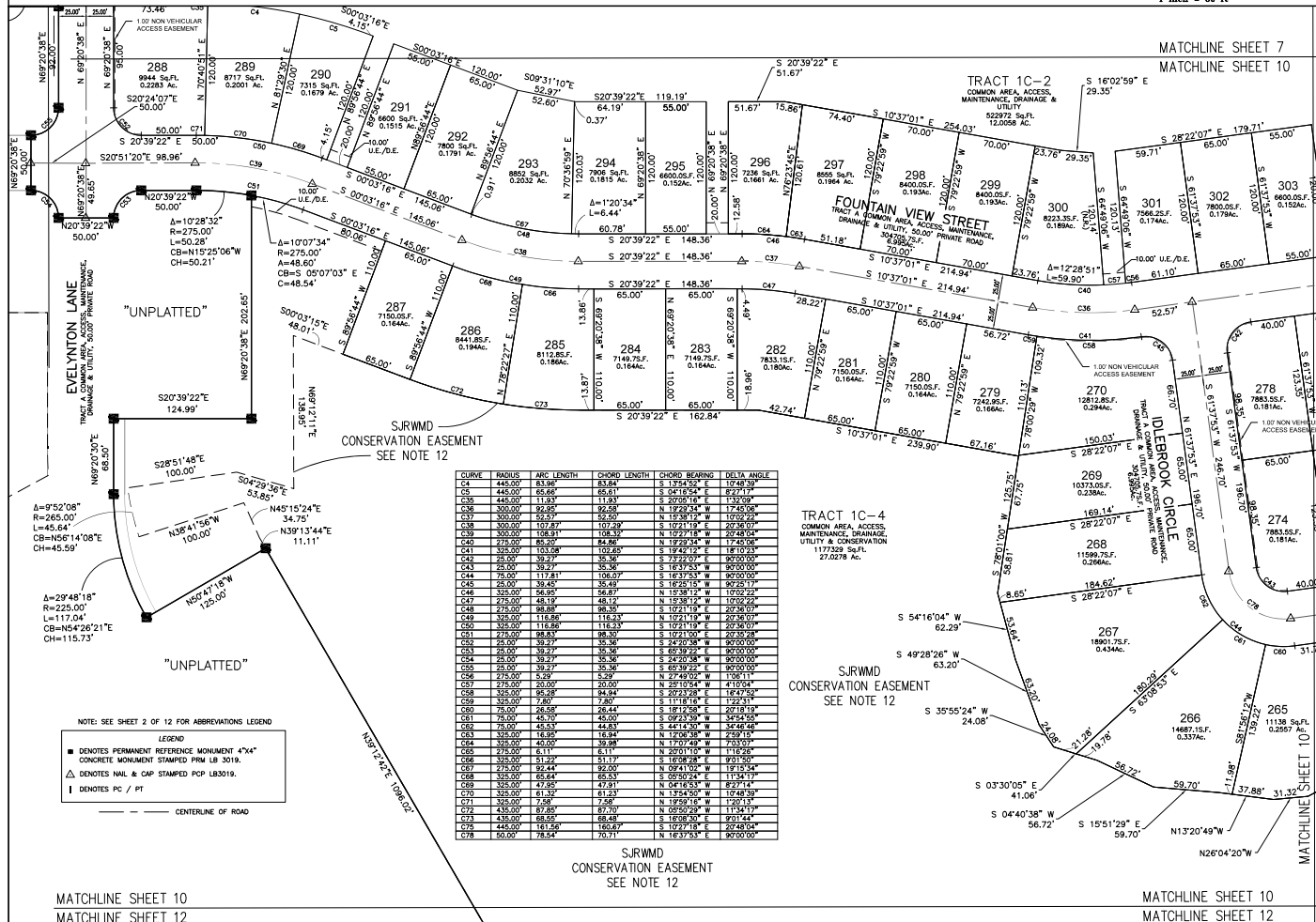
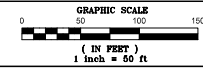
MAP BOOK:___ PAGE:___



CURVE	ADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C13	300.00'	75.18'	74.97'	S 12°49'42" E	1°21'10"
C14	300.00'	43.59'	43.54'	S 24°12'24" E	1°12'20"
C15	300.00'	41.35'	41.34'	N 54°19'24" E	1°04'00"
C16	445.00'	77.44'	77.34'	S 08°47'18" W	1°58'11"
C17	335.00'	61.23'	61.23'	N 02°26'11" W	1°04'00"
C18	445.00'	83.93'	83.84'	S 03°30'11" E	1°04'00"
C19	335.00'	61.23'	61.23'	N 12°45'51" E	1°04'00"
C20	461.70'	83.93'	83.84'	S 14°24'50" E	1°02'58"
C21	592.41'	83.93'	83.84'	N 22°58'54" E	0°59'54"
C22	325.00'	30.88'	30.88'	N 22°58'54" E	1°11'46"
C23	445.00'	35.86'	35.85'	S 28°39'34" E	1°11'46"
C24	275.00'	35.86'	35.86'	S 44°12'24" E	0°59'54"
C25	275.00'	35.86'	35.86'	N 19°49'42" W	1°42'10"
C26	25.00'	39.21'	39.21'	N 22°02'01" E	90°00'00"
C27	25.00'	39.21'	39.21'	N 16°37'53" E	90°00'00"
C28	25.00'	39.21'	39.21'	N 22°02'01" E	90°00'00"
C29	25.00'	39.21'	39.21'	S 86°00'53" E	63°49'37"
C30	75.00'	14.42'	14.12'	S 41°30'53" E	28°17'53"
C31	442.48'	7.88'	7.88'	S 49°19'51" E	0°10'13"
C32	325.00'	6.40'	6.40'	N 27°48'17" W	1°07'40"
C33	445.00'	6.75'	6.75'	S 27°48'17" E	1°07'40"
C34	75.00'	117.81'	106.07'	S 72°22'07" E	90°00'00"
C35	445.00'	12.00'	12.00'	N 12°02'12" E	1°07'40"
C36	445.00'	253.33'	249.84'	N 04°31'51" W	32°36'24"
C37	445.00'	14.42'	14.42'	S 27°12'24" E	1°12'20"
C38	50.00'	75.54'	70.71'	S 73°22'07" E	90°00'00"

FOUNTAIN VIEW, PHASE 1C PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	445.00'	83.98'	83.94'	S 174°25'00" E	174°25'00"
C5	445.00'	83.98'	83.94'	S 04°18'50" W	174°25'00"
C6	300.00'	92.95'	92.95'	N 19°24'50" W	174°25'00"
C7	300.00'	92.95'	92.95'	N 10°11'10" W	102°20'00"
C8	300.00'	107.87'	107.73'	S 07°11'10" E	202°20'00"
C9	300.00'	128.31'	128.31'	N 10°11'10" W	102°20'00"
C10	275.00'	85.20'	84.86'	N 19°24'50" W	174°25'00"
C11	325.00'	133.69'	132.63'	S 19°24'50" W	181°20'00"
C12	25.00'	39.37'	39.36'	S 73°29'00" E	300°00'00"
C13	25.00'	39.37'	39.36'	S 16°35'53" W	300°00'00"
C14	75.00'	117.81'	106.03'	S 16°35'53" W	300°00'00"
C15	25.00'	39.37'	39.36'	S 16°35'53" W	300°00'00"
C16	25.00'	39.37'	39.36'	S 16°35'53" W	300°00'00"
C17	275.00'	48.19'	48.12'	N 19°38'12" W	102°20'00"
C18	275.00'	98.88'	98.35'	S 10°21'10" E	202°20'00"
C19	325.00'	116.86'	116.23'	N 09°21'10" W	202°20'00"
C20	325.00'	116.86'	116.23'	S 10°21'10" E	202°20'00"
C21	275.00'	98.88'	98.35'	S 10°21'10" E	202°20'00"
C22	25.00'	39.37'	39.36'	S 24°30'56" W	300°00'00"
C23	25.00'	39.37'	39.36'	S 05°39'22" E	300°00'00"
C24	25.00'	39.37'	39.36'	S 24°30'56" W	300°00'00"
C25	25.00'	39.37'	39.36'	S 05°39'22" E	300°00'00"
C26	275.00'	5.39'	5.29'	N 27°49'05" W	176°11'00"
C27	275.00'	95.28'	94.84'	N 28°19'04" W	174°50'00"
C28	325.00'	95.28'	94.84'	S 20°23'28" E	184°50'00"
C29	325.00'	7.00'	7.00'	S 11°14'10" E	173°11'00"
C30	75.00'	26.58'	26.44'	S 18°17'50" E	201°18'10"
C31	75.00'	26.58'	26.44'	S 44°12'50" W	242°46'46"
C32	75.00'	45.53'	44.83'	N 12°08'30" E	232°15'00"
C33	325.00'	16.00'	16.04'	N 17°47'42" E	203°00'00"
C34	325.00'	45.00'	45.00'	N 17°47'42" E	203°00'00"
C35	275.00'	6.11'	6.11'	N 20°01'10" W	176°26'00"
C36	325.00'	51.22'	50.88'	S 08°50'50" W	201°00'00"
C37	275.00'	62.44'	62.00'	N 09°41'00" W	175°15'34"
C38	325.00'	65.44'	65.13'	S 08°50'50" W	201°00'00"
C39	325.00'	47.85'	47.91'	N 04°16'53" W	82°27'14"
C40	325.00'	91.00'	90.58'	N 19°59'10" W	176°09'30"
C41	325.00'	7.00'	7.00'	N 19°59'10" W	176°09'30"
C42	435.00'	87.85'	87.70'	N 09°50'20" W	173°34'17"
C43	435.00'	88.05'	88.45'	S 16°35'53" E	201°44'00"
C44	445.00'	161.50'	160.67'	S 10°37'01" E	204°04'00"
C45	55.00'	78.34'	75.71'	N 16°35'53" E	300°00'00"

SJRWMD
CONSERVATION EASEMENT
SEE NOTE 12

NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

LEGEND

- DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PER LB 3019.
- △ DENOTES NAIL & CAP STAMPED PER LB3019.
- I DENOTES PC / PT

--- CENTERLINE OF ROAD

MATCHLINE SHEET 10
MATCHLINE SHEET 12

MATCHLINE SHEET 10
MATCHLINE SHEET 12



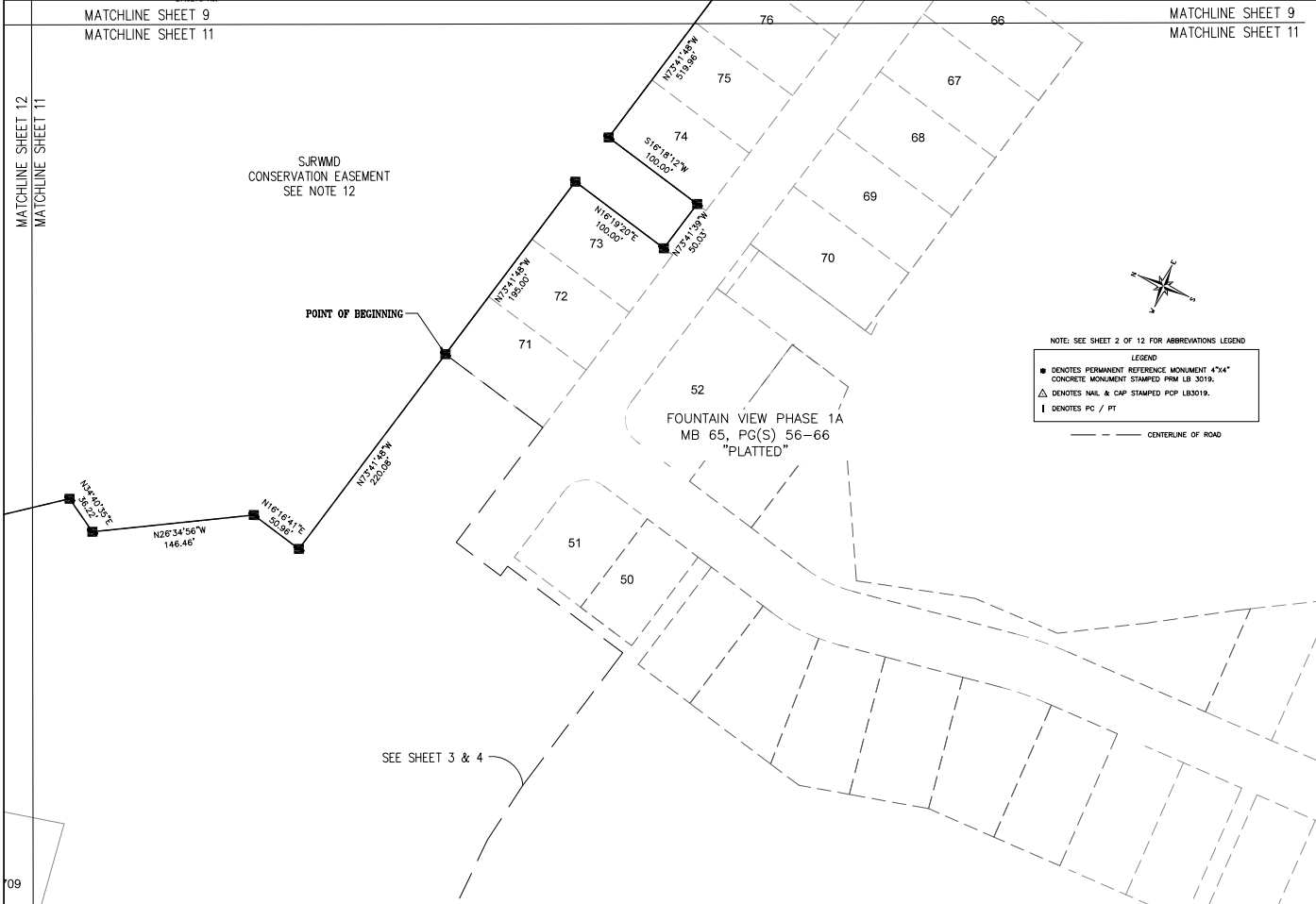
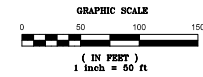
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 791-4365
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 10 OF 12

FOUNTAIN VIEW, PHASE 1C PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



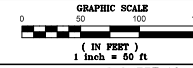


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SHEET 11 OF 12

FOUNTAIN VIEW, PHASE 1C PART OF SECTIONS 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



MATCHLINE SHEET 10
MATCHLINE SHEET 12

MATCHLINE SHEET 10
MATCHLINE SHEET 12



NOTE: SEE SHEET 2 OF 12 FOR ABBREVIATIONS LEGEND

LEGEND

- DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PER LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- I DENOTES PC / PT

— — — — — CENTERLINE OF ROAD

20°58'01" 34.721.00N

SJRWD
CONSERVATION EASEMENT
SEE NOTE 12

TRACT 1C-4
COMMON AREA ACCESS,
MAINTENANCE, DRAINAGE,
UTILITY & CONSERVATION
1177329 Sq.Ft.
27.0278 Ac.

MATCHLINE SHEET 12
MATCHLINE SHEET 11

Δ=58°02'19"
R=165.00'
L=167.14'
CB=N10°11'33"E
CH=160.08'

N34°04'14"W
203.80'

S73°45'08"W
148.36'

N63°04'10"W
120.80'

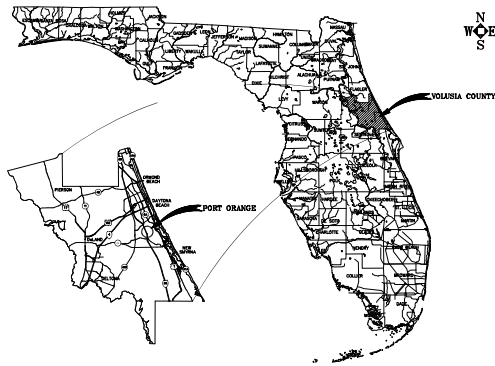


PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 791-6365
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 12 OF 12

FILE: K:\PLATS\PLANTATION OAKS PHASE 1C (FOUNTAIN VIEW)\330919
BOUNDARY REV2200



N
W
E
S

VOLUSIA COUNTY

ABBREVIATIONS:

W/ WITH
IRC IRON ROD & CAP
IR IRON ROD (NO CAP)
IPC IRON PIPE & CAP
IP IRON PIPE (NO CAP)
CM CONCRETE MONUMENT
N&D NAIL & DISK
FND FOUND
MW MONITORING WELL
ID IDENTIFICATION
(TYP) TYPICAL
SEC SECTION
TWP TOWNSHIP
RGE RANGE

ILLEG. ILLEGIBLE
MB MAP BOOK
PG PAGE
ORB OFFICIAL RECORDS BOOK
(P) PLATTED DIMENSION
(D) DEED DIMENSION
(M) MEASURED DIMENSION
(C) CALCULATED DIMENSION
(R) RADIAL
(NR) NON RADIAL
STA STATION
EL ELEVATION
INV INVERT
CEN CENTERLINE

GLM GAS LINE MARKER
D CENTRAL ANGLE
R RADIUS
LB ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
SAN SANITARY
CHK CHECK VALVE
MES MITERED END SECTION
HDPE HIGH DENSITY POLYETHYLENE PIPE
RCP REINFORCED CONCRETE PIPE
CMP CORRUGATED METAL PIPE
COP CORRUGATED PLASTIC PIPE
VCP VENTURUS CLAY PIPE

LB LICENSED BUSINESS
DIP DUCTILE IRON PIPE
PVC POLYVINYL CHLORIDE
CONC CONCRETE
RES RESIDENCE
CL CLEANOUT
ES ELECTRIC SERVICE
TCE TOP OF SLOPE
IV IRRIGATION VALVE
WV WATER VALVE
RV REUSE VALVE
WM WATER METER
FH FIRE HYDRANT
PNT POINT OF TANGENCY

LP LIGHT POLE
PP POWER POLE
GY GUY ANCHOR
TSP TRAFFIC SIGNAL POLE
R/W RIGHT OF WAY
DW DRIVEWAY
TOB TOP OF BANK
TOE TOE OF SLOPE
CLS CENTERLINE OF SWALE
A/C AIR CONDITIONER
FNC FENCE
EOW EDGE OF WATER
U.E. UTILITY EASEMENT
A.E. ACCESS EASEMENT

FO BURIED FIBER OPTIC CABLE
-T- BURIED TELEPHONE CABLE
-W- BURIED WATER LINE
-E- BURIED ELECTRIC LINE
-G- BURIED GAS LINE
-TV- BURIED TELEVISION LINE
-FM- BURIED FORCEMAIN
-OH- AERIAL UTILITY LINE
-ST- STORM WATER LINE
F&L CO. FOUNTAIN POWER & LIGHT COMPANY
NGVD NORTH AMERICAN GEODETIC VERTICAL DATUM
NAVD NORTH AMERICAN HORIZONTAL DATUM
FODT UNITED STATES OF TRANSPORTATION
US & GS UNITED STATES COAST & GEODETIC SURVEY

LEGEND:

● IRON ROD WITH CAP
○ IRON ROD
● IRON PIPE WITH CAP
○ IRON PIPE
● NAIL & DISK
○ FD "X" CUT IN CONCRETE
□ CONCRETE MONUMENT
● FND FOUND
■ 4"x4" CM / PM
■ SITE MONUMENT
● FIRE HYDRANT
○ CHANGE OF DIRECTION

○ GV GAS VALVE
○ RVV REUSE VALVE
○ SSV SANITARY SEWER VALVE
○ HVE HANG HOLE (ELECTRIC)
○ MAIL & DISK
○ WM WATER METER
○ GM GAS METER
○ TB TELEPHONE BOX
○ MAIL BOX
○ TV CABLE TELEVISION BOX
○ TSB TRAFFIC SIGNAL BOX
○ WV WATER VALVE

DSB FOCB FIBER OPTIC CABLE BOX
DSB FOCV FIBER OPTIC CABLE VAULT
-ELP- ELECTRIC PANEL
-FOM- FIBER OPTIC CABLE MARKER
-TPM- TELEPHONE CABLE MARKER
-S- SIGN
LP LIGHT POLE
VBL VIBR LIGHT
YL LIGHT
UTILITY POLE
GUY ANCHOR
GA GUY ANCHOR
EB ELECTRIC SERVICE BOX

SSMH SANITARY SEWER MANHOLE
SDMH STORM DRAIN MANHOLE
OTMH GREASE TRAP MANHOLE
FOM FIBER OPTIC CABLE MARKER
UMH UTILITY MANHOLE
CO CLEAN OUT
FOC FIBER OPTIC CABLE MANHOLE
RBO REUSE BLINDOT ASSEMBLY
WETLANDS LOCATION
EXISTING CONCRETE
EXISTING ELEVATION

BOUNDARY SURVEY FOR PLANTATION OAKS OF ORMOND BEACH, LLC FOUNTAIN VIEW PHASE 1C A PORTION OF SECTION 24-TOWNSHIP 13 SOUTH-RANGE 31 EAST VOLUSIA COUNTY, FLORIDA LOCATION PLANTATION OAKS BOULEVARD, ORMOND BEACH, FL.

LEGAL DESCRIPTION CONTINUED:

THENCE N10°41'42"E TO THE SOUTHERLY LINE OF PLANTATION BAY COMMON AREA, OFFICIAL RECORDS BOOK 5861, PAGES 0454, A DISTANCE OF 177.50 FEET; THENCE S70°18'18"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 207.31 FEET; THENCE N78°36'42"E, 314.26 FEET TO THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGE 122; THENCE ALONG SAID EAST LINE S20°42'02"E A DISTANCE OF 3221.27 FEET TO A POINT ON THE WESTERLY LIMITS OF PLANTATION OAKS OF ORMOND BEACH, UNIT-1 RECORDED IN MAP BOOK 50, PAGES 138-154 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2344.07 FEET; A CENTRAL ANGLE OF 02°59'45"; A CHORD BEARING OF S28°03'00"W, AND A CHORD DISTANCE OF 133.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 133.02 FEET; THENCE DEPARTING SAID PLANTATION OAKS OF ORMOND BEACH, UNIT-1 N20°42'00"W ALONG THE WESTERLY LINE OF FLORIDA POWER & LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446, PAGE 122, A DISTANCE OF 347.07 FEET; THENCE DEPARTING SAID WESTERLY EASEMENT LINE S69°20'30"W, 188.12 FEET; THENCE N20°39'22"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 24.89 FEET, A CENTRAL ANGLE OF 90°02'58"; A CHORD BEARING OF N65°39'57"W, AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.28 FEET; THENCE N20°38'02"W, 23.79 FEET; THENCE S69°20'30"W, 50.00 FEET; THENCE S20°39'22"W, 35.45 FEET; THENCE S69°10'09", 437.90 FEET; THENCE N77°23'13"W, 110.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 1°15'48"; A CHORD BEARING OF N02°58'50"E, AND A CHORD DISTANCE OF 108.78 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 109.27 FEET; THENCE S87°00'48", 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 22°57'14"; A CHORD BEARING OF S04°49'35"W, AND A CHORD DISTANCE OF 108.44 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 110.17 FEET; THENCE S16°18'12"W, 28.37 FEET; THENCE N73°43'20"W, 110.15 FEET; THENCE S16°16'13"W, 266.98 FEET; THENCE N73°41'48", 25.04 FEET; THENCE N16°18'12", 100.00 FEET; THENCE N73°41'48", 519.96 FEET; THENCE S16°18'12", 100.00 FEET; THENCE N73°41'39", 50.03 FEET; THENCE N16°19'02", 100.00 FEET; THENCE N73°41'48", 195.00 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 3034894.16 SQUARE FEET, 90.333 ACRES

SURVEY NOTES:

- THIS SURVEY HAS BEEN PREPARED WITH BENEFIT OF A PLAT PROPERTY INFORMATION REPORT ISSUED BY: SMITH BIGMAN BROOK; FILE NO: 1470286, DATED: JANUARY 15, 2024
 - DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
 - BEARING STRUCTURE ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S89°14'58"E.
 - UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
 - THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE X. THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127020182J MAP EFFECTIVE DATE: FEBRUARY 18, 2014, APPROXIMATE SCALE: 1"=500' & 1212702021J MAP EFFECTIVE DATE: SEPTEMBER 29, 2017, APPROXIMATE SCALE: 1"= 500'.
 - UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
- B-I EXCEPTION NOTES:
- AS TO MAP BOOK 7 PAGE 108, BLOCKS 169 TO 172 APPEAR TO BE VACATED. AS TO MAP BOOK 11 PAGE 1-5, APPEARS TO BE VACATED.
 - MAP BOOK 10, PAGE 250-253, APPEARS TO LIE SOUTHERLY OF THE SUBJECT PARCEL.
 - MAP BOOK 11, PAGES 52-54, LIE SOUTHERLY OF THE SUBJECT PARCEL, DOES NOT AFFECT.
 - AS TO MAP BOOK 11, PAGE 68, DOES NOT AFFECT THE SUBJECT PARCEL.
 - AS TO MAP BOOK 11, PAGE 69 AND 71, LIE EASTERLY OF THE SUBJECT PARCEL, DOES NOT AFFECT.

SURVEYOR'S REPORT:

PURPOSE OF SURVEY:
IS TO PREPARE A BOUNDARY SURVEY IN SUPPORT OF THE PROPOSED PLAT OF FOUNTAIN VIEW PHASE 1C.

METHODOLOGY:
HORIZONTAL DATUM - NORTH AMERICAN 1983.
COORDINATES - STATE PLANE, FLORIDA EAST ZONE.
CONVENTIONAL TOTAL STATION SURVEYING TECHNIQUES USED FOR LOCATION OF PROPERTY CORNERS AND IMPROVEMENTS.

ERROR OF CLOSURE
HORIZONTAL ERROR OF CLOSURE:
THE PREDICTED RELATIVE POSITIONAL ACCURACY FOR THE GLOBAL POSITIONING AND CONVENTIONAL TOTAL STATION EQUIPMENT USED TO PERFORM THIS SURVEY DOES NOT EXCEED 0.07 FEET PLUS 50 PARTS PER MILLION HORIZONTAL AND WAS VERIFIED BY REDUNDANT FIELD OBSERVATIONS.

ADJUSTMENT METHOD:
A STATISTICALLY SIGNIFICANT PORTION OF THE FIELD DATA WAS VERIFIED BY REDUNDANT GPS OBSERVATIONS AS MEETING THE ABOVE MENTIONED POSITIONAL TOLERANCE AND NOT ADJUSTED.

REFERENCE MATERIAL:
PREVIOUS SURVEY BY SLIGER & ASSOCIATES, INC., PROJECT NUMBER 21-1236, ALTA / NSPS LAND TITLE SURVEY, DATED: JULY 26, 2021.

INDEX OF SHEETS:

1 COVER SHEET (CURRENT)
2-4 DETAIL SHEETS

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: PLANTATION OAKS OF ORMOND BEACH, LLC:

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY W
BARNES

Digitally signed by JEFFREY W BARNES
Date: 2024.01.26 14:33:48
-05'00'

DATE:
JEFF W. BARNES
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5576

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1000 N. W. 10TH AVE., SUITE 207
FORT LAUDERDALE, FL 33304
LICENSED BUSINESS NUMBER 9019
WWW.SLIGERANDASSOCIATES.COM

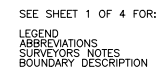


PROJECT	DATE	REVISION	APPROVED
BOUNDARY SURVEY	01-14-2023		
PARTY CHIEF: JASON PERVELD			
DRAWN BY: TONY JEFFREY			
CHECKED BY: JEFF BARNES			
BOUNDARY SURVEY	01-14-2023		
FOUNTAIN VIEW PHASE 1C, ORMOND BEACH, FLORIDA			
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC			
PROJ.: 08-680			
JOB: 23-0619			
SCALE:			
SHEET: 1 of 5			

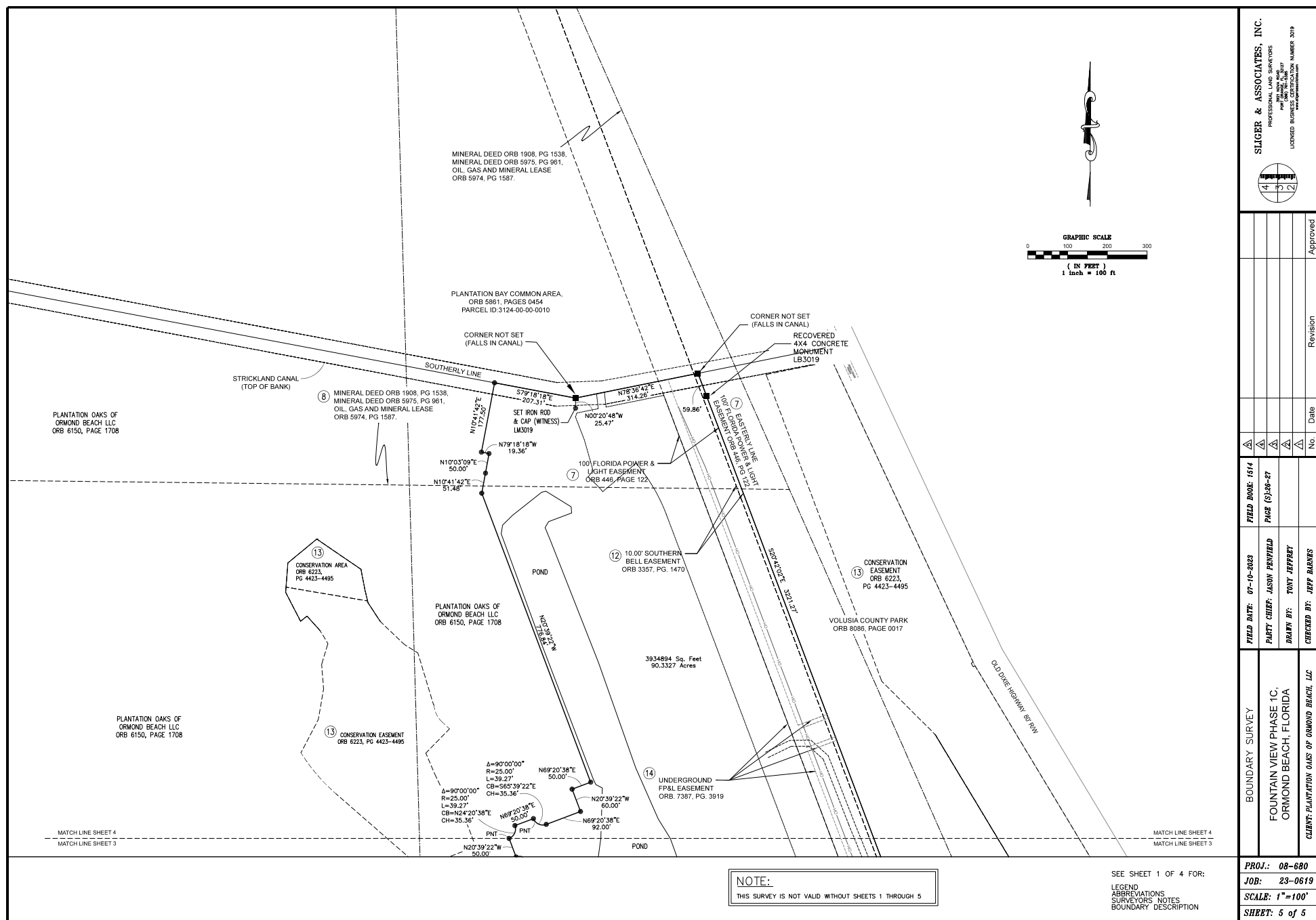
OTHER ENCUMBRANCES AFFECTING THE TITLE:

1. MATTERS, INCLUDING ANY PORTION LYING WITHIN THE ROADS, STREETS, AVENUES, ALLEYS AND OTHER RIGHTS OF WAY, DEDICATED TO THE PUBLIC AND SET FORTH ON THE PLATS OF NATIONAL GARDENS RECORDED IN PLAT BOOK 7, PAGE 108, PLAT BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PLAT BOOK 10, PAGES 250 THROUGH 253, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT ANY PORTION THAT HAS BEEN VACATED OF RECORD, DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.
2. MATTERS SET FORTH ON THE PLATS OF ORMOND ON THE BAY SUBDIVISION, A SUBDIVISION OF THE JOHN BUNCH GRANT AND THE SW 1/4, THE W 1/2 OF THE NW 1/4, AND GOVERNMENT LOTS 1 AND 2 OF SECTION 24, ALL IN TOWNSHIPS 13, RANGES 31 AND 32 EAST, RECORDED IN PLAT BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PLAT BOOK 11, PAGE 68, PLAT BOOK 11, PAGE 69, AND PLAT BOOK 11, PAGE 71, PUBLIC RECORDS OF VOLUSIA COUNTY, DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED. SEE B-II EXCEPTION NOTES SHEET 1 OF 5
3. ANY PORTION LYING WITHIN THE ROADS, STREETS, AVENUES, ALLEYS AND OTHER RIGHTS OF WAY, DEDICATED TO THE PUBLIC AND SET FORTH ON THE PLATS OF ORMOND ON THE BAY SUBDIVISION, A SUBDIVISION OF THE JOHN BUNCH GRANT AND THE SW 1/4, THE W 1/2 OF THE NW 1/4, AND GOVERNMENT LOTS 1 AND 2 OF SECTION 24, ALL IN TOWNSHIPS 13, RANGES 31 AND 32 EAST, RECORDED IN PLAT BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PLAT BOOK 11, PAGE 68, PLAT BOOK 11, PAGE 69, AND PLAT BOOK 11, PAGE 71, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT AS TO ROADS, STREETS, AVENUES, ALLEYS AND OTHER RIGHTS OF WAY VACATED OF RECORD AS SET FORTH IN RESOLUTION 2005-15 RECORDED IN O.R. BOOK 5495, PAGE 1745, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED. SEE B-II EXCEPTION NOTES SHEET 1 OF 5.
4. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, RECORDED IN DEED BOOK 315, PAGE 46, AS AFFECTED BY THE BY QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 914, PAGE 41, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, (AS TO SW 1/4 AND W 1/2 OF NW 1/4 SEC 24 TWP 13 S RNG 31 E), DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.
5. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, RECORDED IN DEED BOOK 346, PAGE 449, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, (AS TO LOTS 1 & 2 SEC 24 TWP 13 S RNG 31 E), DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.
6. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN DEED BOOK 446, PAGE 118, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, (AS TO GOV'T LOT 3, SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND PART OF ALTA VISTA) AFFECTS SUBJECT PROPERTY, AS SHOWN.
7. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN DEED BOOK 446, PAGE 122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, (AS TO GOV'T LOTS 1 & 2, SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF ALTA VISTA) AFFECTS SUBJECT PROPERTY, AS SHOWN.
8. TERMS, COVENANTS, CONDITIONS AND EASEMENTS AS TO AN UNDIVIDED 1/2 OF ALL PETROLEUM AND PETROLEUM PRODUCTS AND TITLE TO AN UNDIVIDED 1/4 OF ALL OTHER MINERALS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS IN FAVOR OF FRANK A. FORD, AS TRUSTEE FOR LUMA GARRARD FORD, RAY FORD, VEECH, JEAN FORD PENROD AND FRANK A. FORD, AS SET FORTH IN MINERAL DEED RECORDED IN OFFICIAL RECORDS BOOK 1908, PAGE 1538, CONVEYED TO FM FORD OIL GAS AND MINERAL RIGHTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY MINERAL DEED RECORDED IN O.R. BOOK 5975, PAGE 961, AND LEASED TO VOLCO OIL & GAS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY OIL GAS AND MINERAL LEASE RECORDED IN O.R. BOOK 5974, PAGE 1587, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, NO DETERMINATION HAS BEEN MADE AS TO THE CURRENT RECORD OWNER FOR THE INTEREST EXCEPTED HEREIN, (AS TO GOVERNMENT LOT 1, SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND RIGHT OF WAY OVER THE NORTHERLY 20 FEET OF PLATED STREET DESIGNATED AS TOMOKA DRIVE, WEST OF DIXIE HIGHWAY AND EAST OF SAID GOVERNMENT LOT 1 AS SHOWN ON MAP OF ORMOND ON THE BAY, MAP BOOK 11, PAGE 72) AFFECTS SUBJECT PROPERTY, AS SHOWN.
9. COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, (INSURED LANDS ARE A PART OF EXHIBIT B, THE "ADJACENT LANDS" OF THE MEMORANDUM AGREEMENT ATTACHED THERETO), AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.
10. DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6661, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AFFECTS SUBJECT PROPERTY, ENTIRELY, NOT GRAPHICALLY DEPICTED.
11. P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002-199, RECORDED IN OFFICIAL RECORDS BOOK 4989, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4702, AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7291, PAGE 1720, O.R. BOOK 7285, PAGE 4169, O.R. BOOK 7291, PAGE 1945, AND O.R. BOOK 7610, PAGE 240, AND O.R. BOOK 7644, PAGE 2820 AND PLANNED RESIDENTIAL DEVELOPMENT ORDER RECORDED IN O.R. BOOK 7985, PAGE 4080, AS MODIFIED BY ADMINISTRATIVE ORDER RECORDED IN O.R. BOOK 8113, PAGE 4003, AND FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT ORDER RECORDED IN O.R. BOOK 8268, PAGE 2888, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.
12. EASEMENT IN FAVOR OF BELL SOUTH RECORDED IN O.R. BOOK 3357, PAGE 1470, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AFFECTS SUBJECT PROPERTY, AS SHOWN.
13. CONSERVATION AND ACCESS EASEMENT IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, RECORDED IN O.R. BOOK 6223, PAGE 4423 AND PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AFFECTS SUBJECT PROPERTY, AS SHOWN.
14. EASEMENTS CONTAINED IN INSTRUMENT RECORDED UNDER O.R. BOOK 7387, PAGE 3919 AND O.R. BOOK 7418, PAGE 4605, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AFFECTS SUBJECT PROPERTY, AS SHOWN.
15. EASEMENT CONTAINED IN INSTRUMENT RECORDED NOVEMBER 8, 2016, UNDER O.R. BOOK 7620, PAGE 3012, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AFFECTS SUBJECT PROPERTY, AS SHOWN.
16. ORDINANCE NO. 2019-30 RECORDED IN O.R. BOOK 7760, PAGE 3724, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AFFECTS SUBJECT PROPERTY, ENTIRELY, NOT GRAPHICALLY DEPICTED.
17. COST SHARING AND MAINTENANCE AGREEMENT RECORDED IN O.R. BOOK 8309, PAGE 328, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AFFECTS SUBJECT PROPERTY, ENTIRELY, NOT GRAPHICALLY DEPICTED.

STIGER & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS P.O. BOX 1000 FORT MYERS, FL 33902 LICENSED BUSINESS NUMBER 3019 www.stigerandassociates.com	
	Approved
	Revision
	Date
No.	
FIELD BOOK: 1614	FIELD DATE: 07-14-2023
PAGE (S) 246-27	PARTY CHIEF: JASON PENFIELD
	DRAWN BY: TONY JEFFREY
	CHECKED BY: JEFF BARNES
BOUNDARY SURVEY	
FOUNTAIN VIEW PHASE 1C, ORMOND BEACH, FLORIDA	
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC	
PROJ.: 08-680	
JOB: 23-0619	
SCALE:	
SHEET: 2 of 5	



PROJ.: 08-680
JOB: 23-0619
SCALE: 1"=100'
SHEET: 3 of 5



ATTACHMENT 4

PRD development order
Ordinance 2022-16

ORDINANCE NO. 2022-16

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS “PLANTATION OAKS”; AUTHORIZING AN AMENDMENT TO: (1) ALLOW ADDITIONAL RESIDENTIAL UNITS IN PHASES 1, 3, AND 4 OF THE PRD TO TOTAL 163 RESIDENTIAL UNITS; (2) LIFT THE AGE RESTRICTION AND PROHIBIT MANUFACTURED HOMES IN PHASE 3 OF THE PRD; (3) ALLOW PUBLIC STREETS IN PHASE 4 OF THE PRD; AND (4) REMOVE APPROXIMATELY 33.10 ACRES OF LAND PURCHASED BY VOLUSIA COUNTY FROM THE PRD; SAID PROPERTY BEING GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the “Applicant”) has submitted an application for the first amendment to the “Plantation Oaks” Planned Residential Development (PRD) to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert a portion of golf course within Phase 3 to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land identified previously as public-school site and released by Volusia County Schools in 2016 to be converted

to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit “A” in the first amended Planned Residential Development Development Order attached hereto and incorporated herein by reference, and

WHEREAS, by Resolution 1986-192 the Volusia County Council on December 30, 1986 approved the National Gardens Development of Regional Impact, and authorized the execution of a Development Agreement that authorized 3,930 residential units on 2,009 acres, which is recorded in Official Records Book 2934, Pages 979 through 995, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on May 16, 1989, by Ordinance 89-25, the City Commission annexed certain lands (now known as Ormond Lakes residential subdivision) situated within the National Gardens Development of Regional Impact, and

WHEREAS, on October 16, 1990, by Resolution 1990-159, the City Commission approved a Development Order for Ormond Lakes residential subdivision removing the land area from the National Gardens Development of Regional Impact, and

established development standards and infrastructure requirements, which is recorded in Official Records Book 3716 Pages 3373 through 3424, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 1998-108 the Volusia County Council on June 25, 1998 approved the National Gardens First Development of Regional Impact amendment, which is recorded in Official Records Book 4351, Pages 3321 through 3323, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2000-72 the Volusia County Council on April 13, 2000 approved the National Gardens Second Development of Regional Impact amendment, and

WHEREAS, by Resolution 2001-229 the Volusia County Council on December 6, 2001 approved the National Gardens Third Development of Regional Impact amendment that reduced the density to 2,115 residential units, which is recorded in Official Records Book 4976, Pages 3426 through 3432, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-197 the Volusia County Council on November 21, 2002 approved the National Gardens Fourth Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3433 through 3438, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2004-229 the Volusia County Council on November 11, 2004 approved the National Gardens Fifth Development of Regional Impact amendment that removed 406.70 acres sold to the state of Florida, which is recorded in Official Records Book

5440, Pages 929 through 942, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-37 the Volusia County Council on February 9, 2012 approved the National Gardens Sixth Development of Regional Impact amendment, which is recorded in Official Records Book 6683, Pages 509 through 514, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-199 the Volusia County Council on November 21, 2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to the update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plat and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-24 the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule, allow an option of constructing lakes and open space in-lieu of a golf course, and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on February 2, 2021, by Ordinance 2021-03, the City Commission approved a Development Order for the Plantation Oaks subdivision that (1) incorporated the Volusia County development orders and (2) deleted the age restriction for Phase 1 and required only site built single-family homes, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on August 27, 2021, the Planning Director on behalf of the Site Plan Review Committee approved a minor amendment to the development order to relocate 76 lots within the Phase 1 conceptual development plan based upon the sale of a land area to Volusia County generally west of Old Dixie Highway, east of the FPL easement, and north of Plantation Oaks Boulevard, which is recorded in Official Records Book 8113 Pages 4003 through 4006, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15 of the *Land Development Code*, following which it provided recommendations regarding the Applicant's request to amend the Development Order associated with Planned Residential Development zoning designation, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

- (1) The report and recommendations of the Planning Board;
- (2) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that with respect to the application for the issuance of the first amended Development Order for the Planned Residential Development, that there is competent substantial evidence to support the following:

- (1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not

create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

- (2) The proposed development is consistent with the *Comprehensive Plan*;
- (3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;
- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;
- (7) The proposed development is functional in the use of space and aesthetically acceptable;
- (8) The proposed development provides for the safety of occupants and visitors; and
- (9) The proposed use of materials and architectural features will

not adversely impact the neighborhood and aesthetics of the area.

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

SECTION ONE. The Mayor and the City Manager are authorized and directed to execute and issue the attached first amended Development Order authorizing the additional 163 residential units within the approved Planned Residential Development known as “Plantation Oaks” situated on approximately 1048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, (the “Property”).

SECTION TWO. The Applicant’s request to convert a portion of the golf course within Phase 1 to add 40 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 669 to 709 as depicted in Exhibit “B” attached hereto and incorporated herein by reference is hereby granted.

SECTION THREE. The Applicant’s request to convert a portion of the golf course within Phase 3 to add 43 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 481 to 524 as depicted in Exhibit “B” attached hereto and incorporated herein by reference is hereby granted.

SECTION FOUR. The Applicant's request to lift the age restriction within Phase 3 is hereby granted.

SECTION FIVE. The Applicant's request to prohibit manufactured homes within Phase 3 is hereby granted.

SECTION SIX. In 2016, Volusia County School District released certain lands identified as a future public site in Phase 4. The Applicant's request to authorize the previously described school land to be used for residential purposes is hereby granted subject to the following conditions: The Applicant is authorized to convert the land to no more than 80 single-family residential, fee simple lots, as depicted in Exhibit "B" attached hereto. Manufactured housing shall be prohibited.

SECTION SEVEN. The Applicant's request to allow public streets in Phase 4 is hereby granted.

SECTION EIGHT. The Applicant's request to remove a tract of land from the Plantation Oaks Planned Residential Development consisting of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development as depicted in Exhibit "C" attached hereto and incorporated herein by reference is hereby granted.

SECTION NINE. The development standards depicted in Exhibit "D" attached hereto and incorporated herein by reference are hereby granted.

SECTION TEN. Except as otherwise provided herein, all conditions set forth by the previous development approvals shall remain in effect and shall at all times be strictly complied with.

SECTION ELEVEN. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

SECTION TWELVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED UPON at the first reading of the City Commission this 17th day of May, 2022.

PASSED UPON at the second and final reading of the City Commission this 7th
day of June, 2022.


BILL PARTINGTON
Mayor

ATTEST:


SUSAN CARROLL DAUDERIS
City Clerk



**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: **Application of:** Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company
 Application No. 2021-101
 Project Name: Plantation Oaks first amendment
 Property Location: Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

**FIRST AMENDED
PLANNED RESIDENTIAL
DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 17, 2022 and June 7, 2022, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed development is consistent with the *Comprehensive Plan*;
3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;
and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has initiated application for the first amended Development Order for a Planned Residential Development known as "Plantation Oaks Subdivision" to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert Phase 3 portion of golf course to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land previously identified as public-school site and released by Volusia County Schools in 2016 to be converted to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. Except as otherwise provided, all conditions set forth with Ordinance 2021-03, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, shall remain in effect and shall at all times be strictly complied with.

2. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

3. Full and complete compliance with the Applicant's Master Development Plan and Annotated Land Use Plan attached as Exhibit "B".

4. The tract of land consisting of approximately 33.10 acres that was purchased by Volusia County as depicted in Exhibit "C" shall require separate city land use and zoning assignments within six (6) months of the date of this development order.

5. Full and complete compliance with development standards for the Plantation Oaks Planned Residential Development attached in Exhibit "D".

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "B" and "D" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant"), and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7^h day of June, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation



By: Bill Partington
BILL PARTINGTON
Mayor

Attest: Joyce A. Shanahan
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"

Page 1 of 15



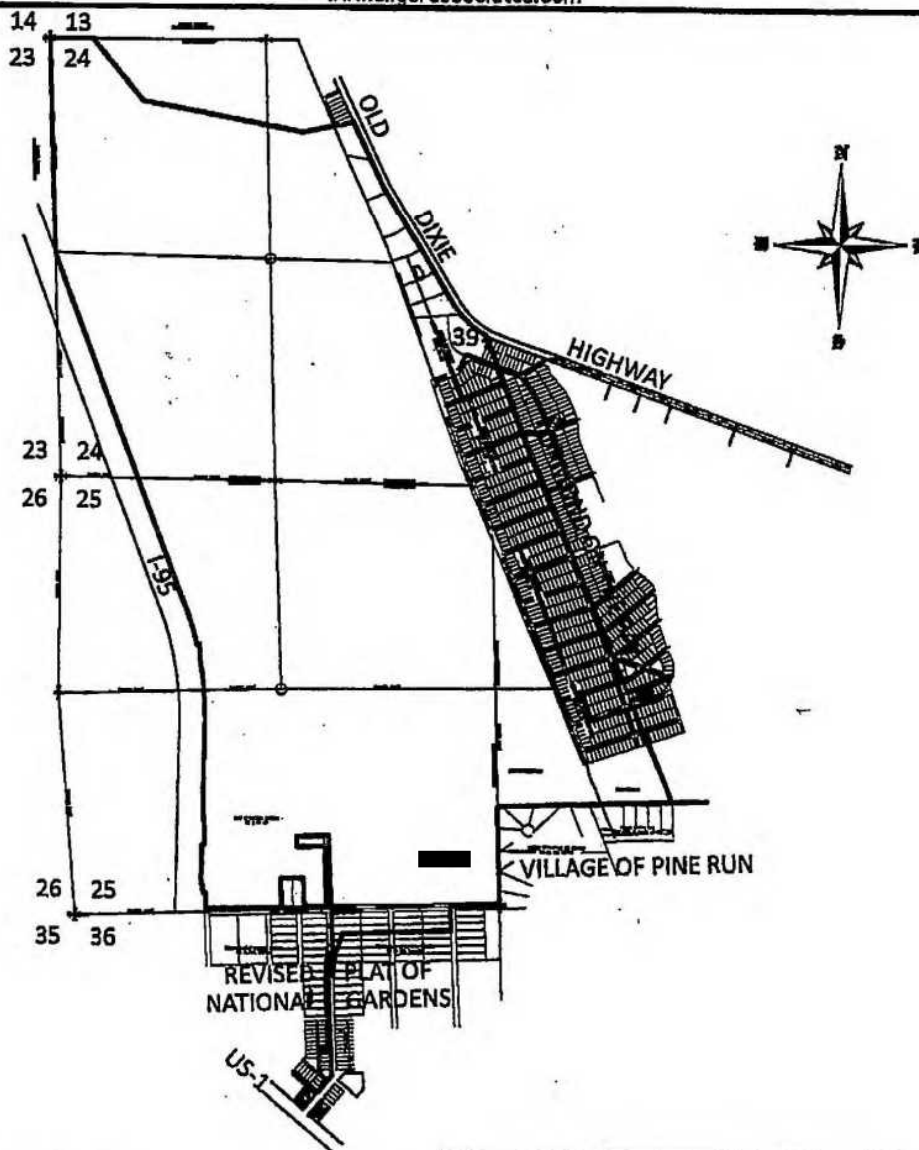
SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 781-5385

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SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
C	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

EXHIBIT "A"

Page 2 of 15



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-5385

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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 841.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1855.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 287.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N [REDACTED] ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 728.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N [REDACTED] A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET; N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W A DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 8, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)

SHEET 2 OF 4

EXHIBIT "A"**Page 3 of 15****SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-5385

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,196.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 80.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, [REDACTED], 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 80.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 80.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'08"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.58 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

SHEET 3 OF 4

EXHIBIT "A"

Page 4 of 15



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:
ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174
ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191
ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.		

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DATE	JOB NO.	P.C.	DRW.	CHECKED BY
5-22-18	17-0391		DH	JZ
SKETCH OF DESCRIPTION				
BOUNDARY SURVEY				
TOPOGRAPHIC SURVEY				
FOUNDATION LOCATED				
FINAL IMPROVEMENTS				
RECERTIFICATION				
PROPOSED HOUSE LOCATION				

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "A"**Page 5 of 15****LEGAL DESCRIPTION**

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

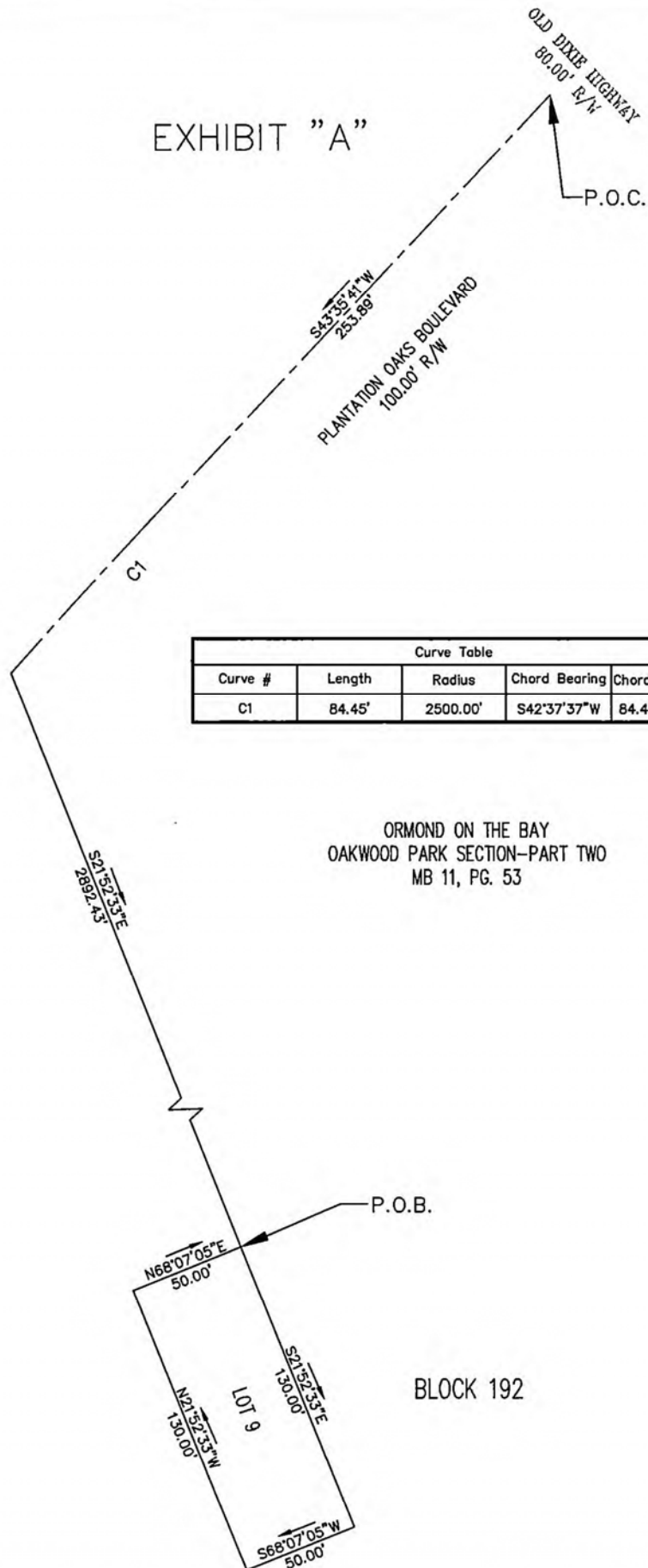
City of Ormond Beach
Engineering Division

DATE: 2/28/20	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"

Page 6 of 15

EXHIBIT "A"



ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 192

EXHIBIT "A"**Page 7 of 15**

LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

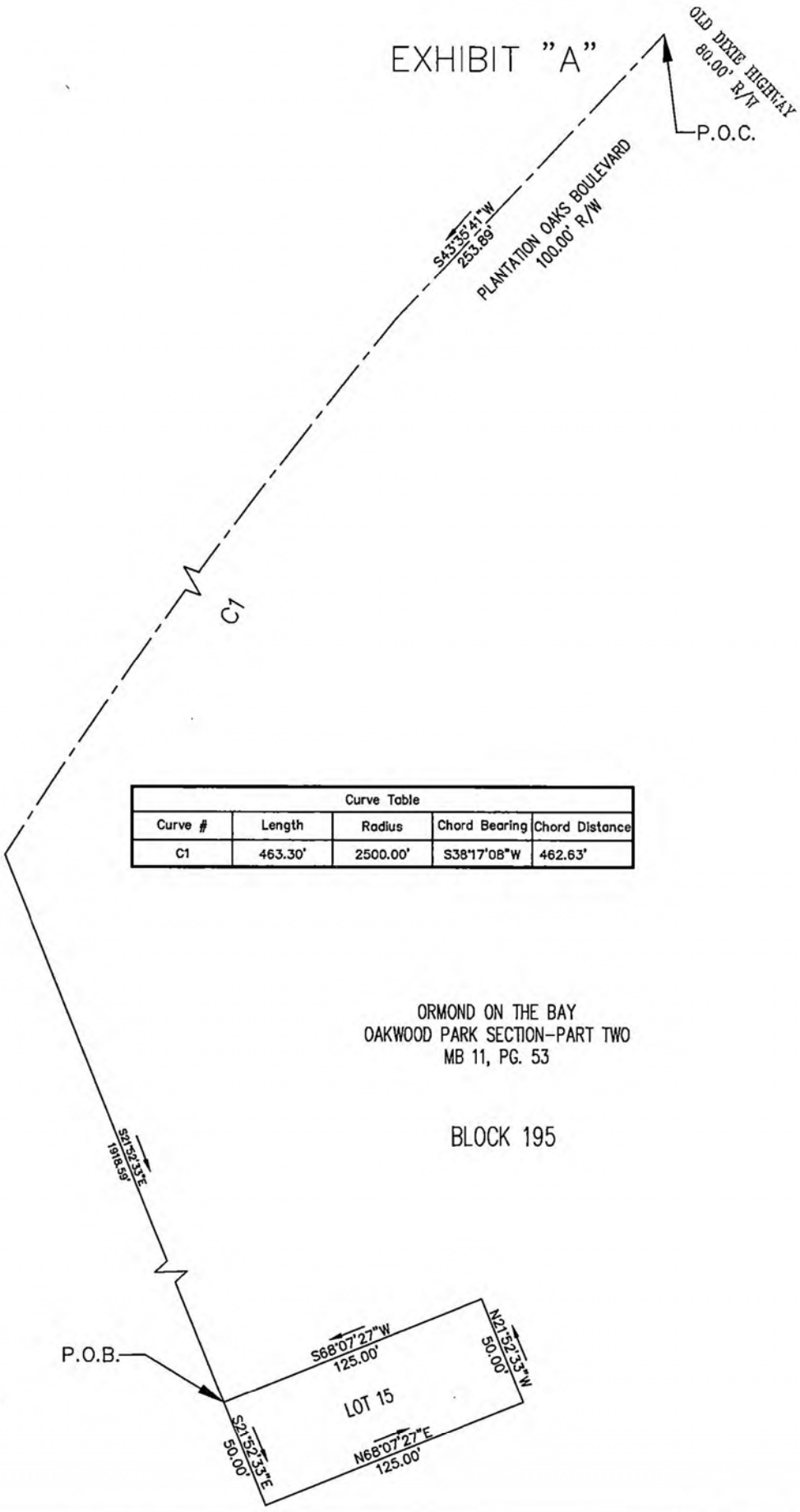
AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET; THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

EXHIBIT "A"
Page 8 of 15



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195

EXHIBIT "A"
Page 9 of 15

LEGAL DESCRIPTION

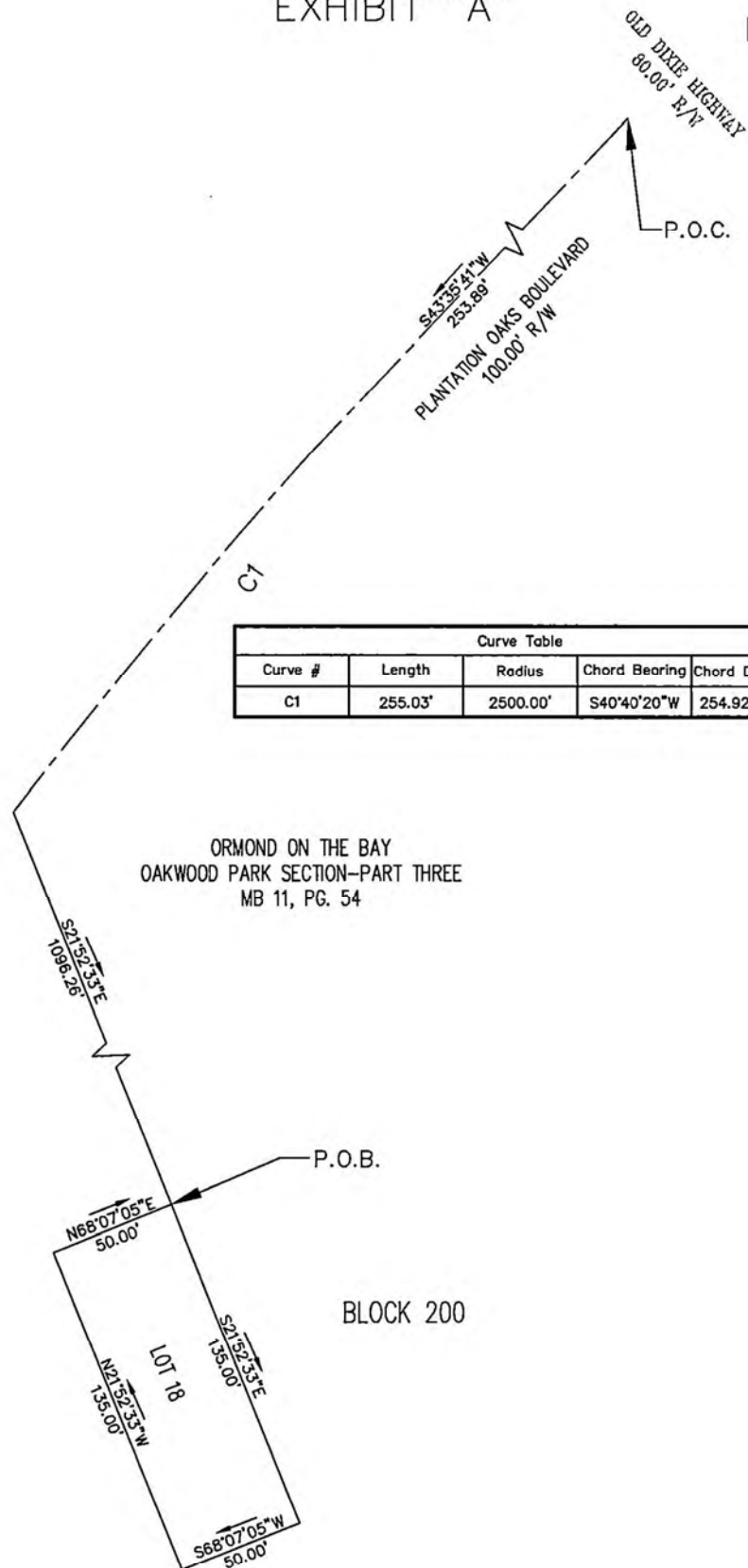
LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

EXHIBIT "A"
Page 10 of 15

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	255.03'	2500.00'	S40°40'20"W	254.92'

[illegible][illegible][illegible]

		SILGER & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS LICENSED BUSINESS CORPORATION Registered in State of Nevada, Inc. 1960-1961 Survey Year 1962-1963 Survey Year 1964-1965 Survey Year 1966-1967 Survey Year 1968-1969 Survey Year 1970-1971 Survey Year 1972-1973 Survey Year 1974-1975 Survey Year 1976-1977 Survey Year 1978-1979 Survey Year 1980-1981 Survey Year 1982-1983 Survey Year 1984-1985 Survey Year 1986-1987 Survey Year 1988-1989 Survey Year 1990-1991 Survey Year 1992-1993 Survey Year 1994-1995 Survey Year 1996-1997 Survey Year 1998-1999 Survey Year 2000-2001 Survey Year 2002-2003 Survey Year 2004-2005 Survey Year 2006-2007 Survey Year 2008-2009 Survey Year 2010-2011 Survey Year 2012-2013 Survey Year 2014-2015 Survey Year 2016-2017 Survey Year 2018-2019 Survey Year 2020-2021 Survey Year 2022-2023 Survey Year 2024-2025 Survey Year 2026-2027 Survey Year 2028-2029 Survey Year 2030-2031 Survey Year 2032-2033 Survey Year 2034-2035 Survey Year 2036-2037 Survey Year 2038-2039 Survey Year 2040-2041 Survey Year 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Survey Year 2406-2407 Survey Year 2408-2409 Survey Year 2410-2411 Survey Year 2412-2413 Survey Year 2414-2415 Survey Year 2416-2417 Survey Year 2418-2419 Survey Year 2420-2421 Survey Year 2422-2423 Survey Year 2424-2425 Survey Year 2426-2427 Survey Year 2428-2429 Survey Year 2430-2431 Survey Year 2432-2433 Survey Year 2434-2435 Survey Year 2436-2437 Survey Year 2438-2439 Survey Year 2440-2441 Survey Year 2442-2443 Survey Year 2444-2445 Survey Year 2446-2447 Survey Year 2448-2449 Survey Year 2	
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and except Volusia County park land parcel

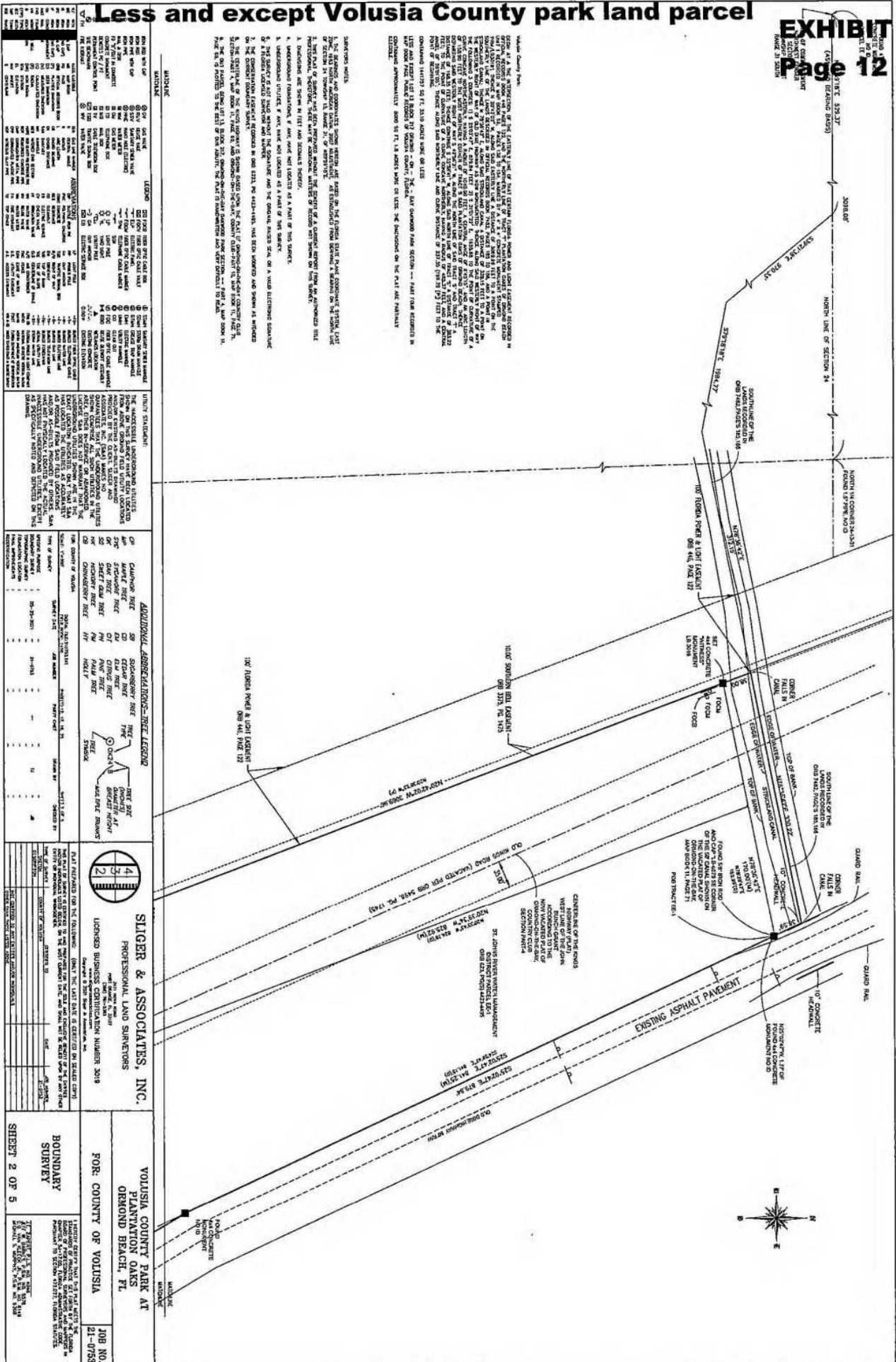
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SHEET 3

SHEET 2

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EXHIBIT "A"
Page 12 of 15



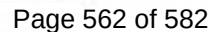


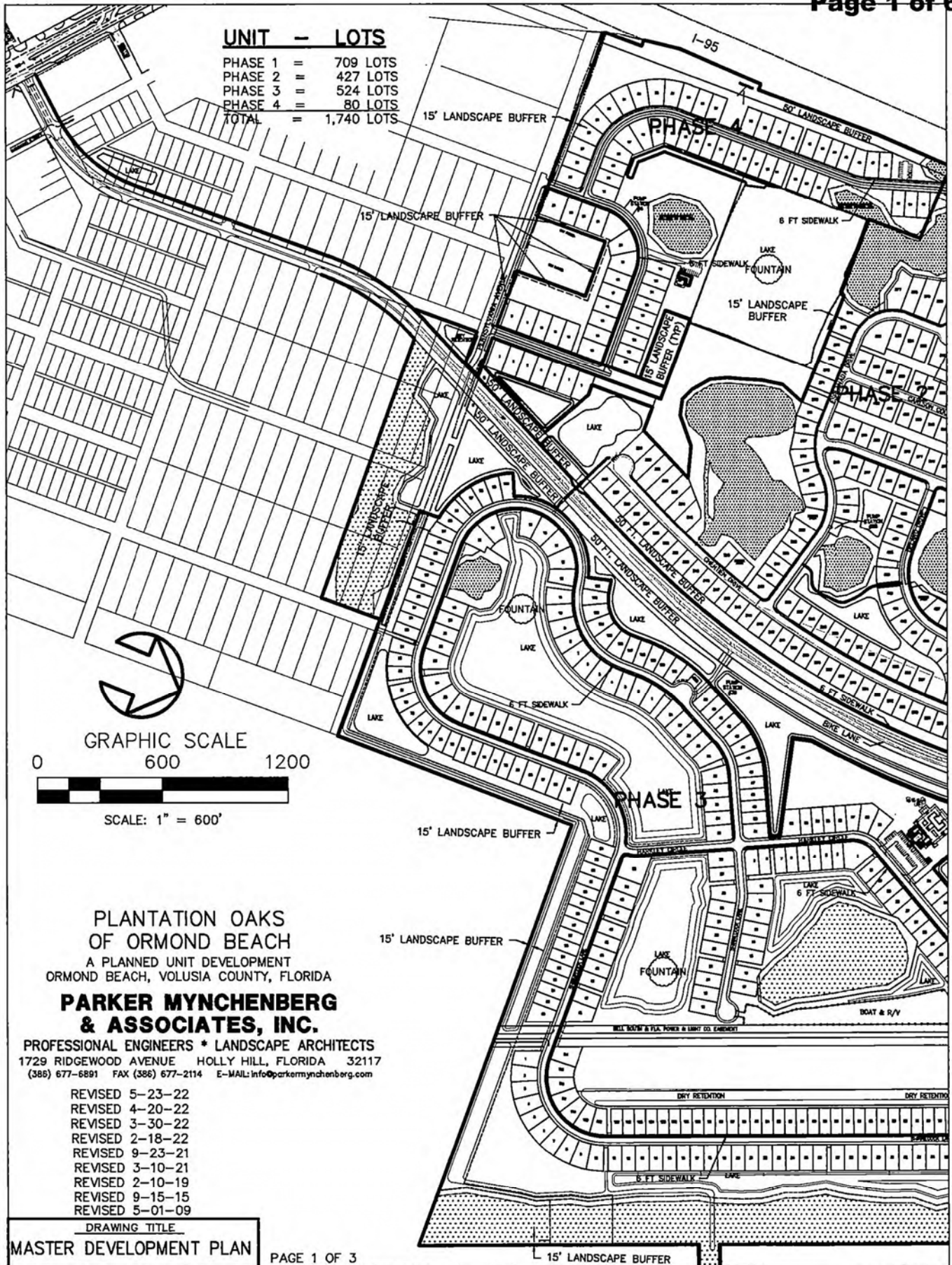
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EXHIBIT "B"

Page 2 of 6

PAGE 2 OF 3

DRAWING TITLE

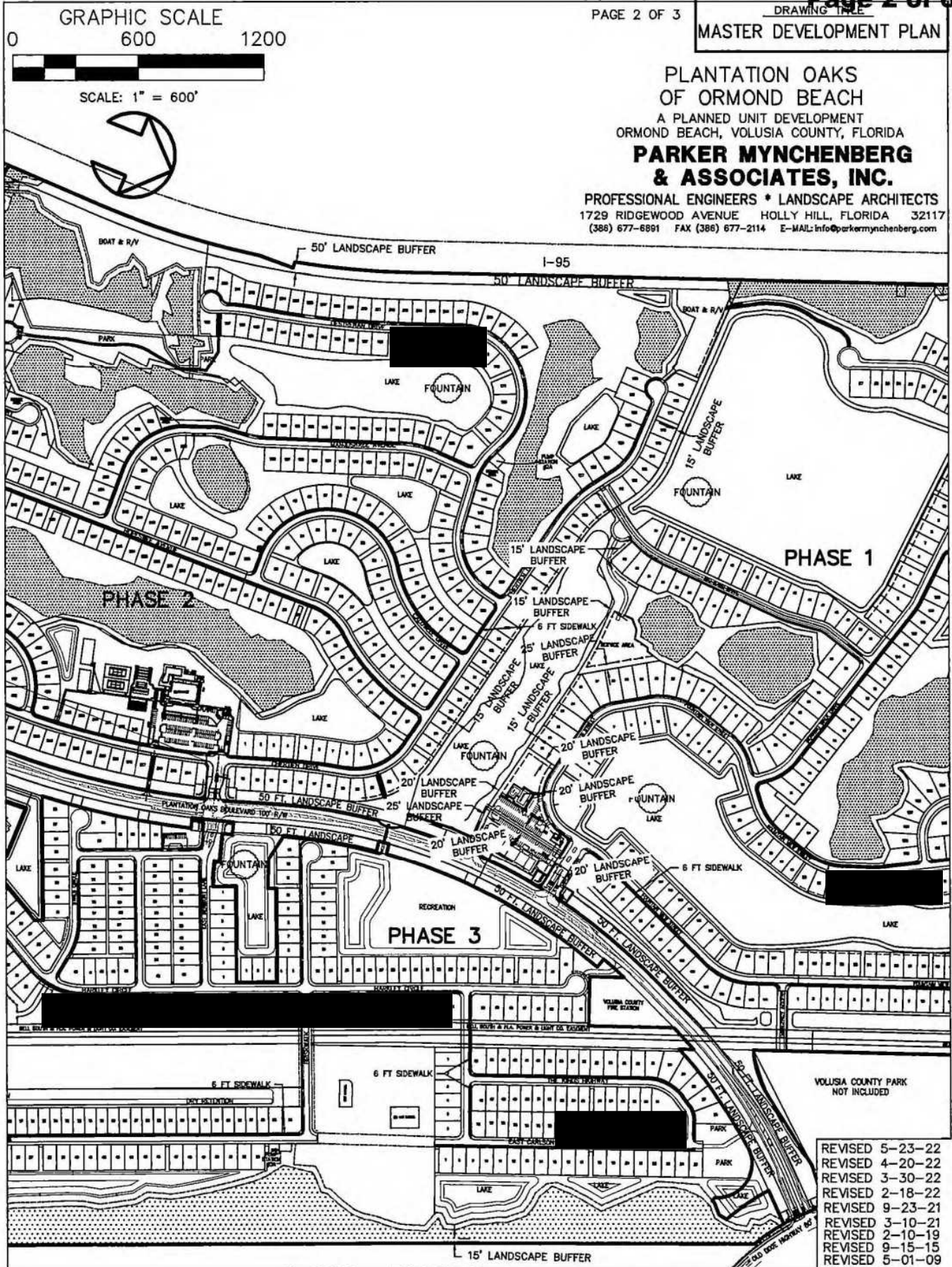
MASTER DEVELOPMENT PLAN

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@perkermynchenberg.com



REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

SHEET 10 OF 34

EXHIBIT "B"**Page 3 of 6**

GRAPHIC SCALE

0 600 1200



SCALE: 1" = 600'

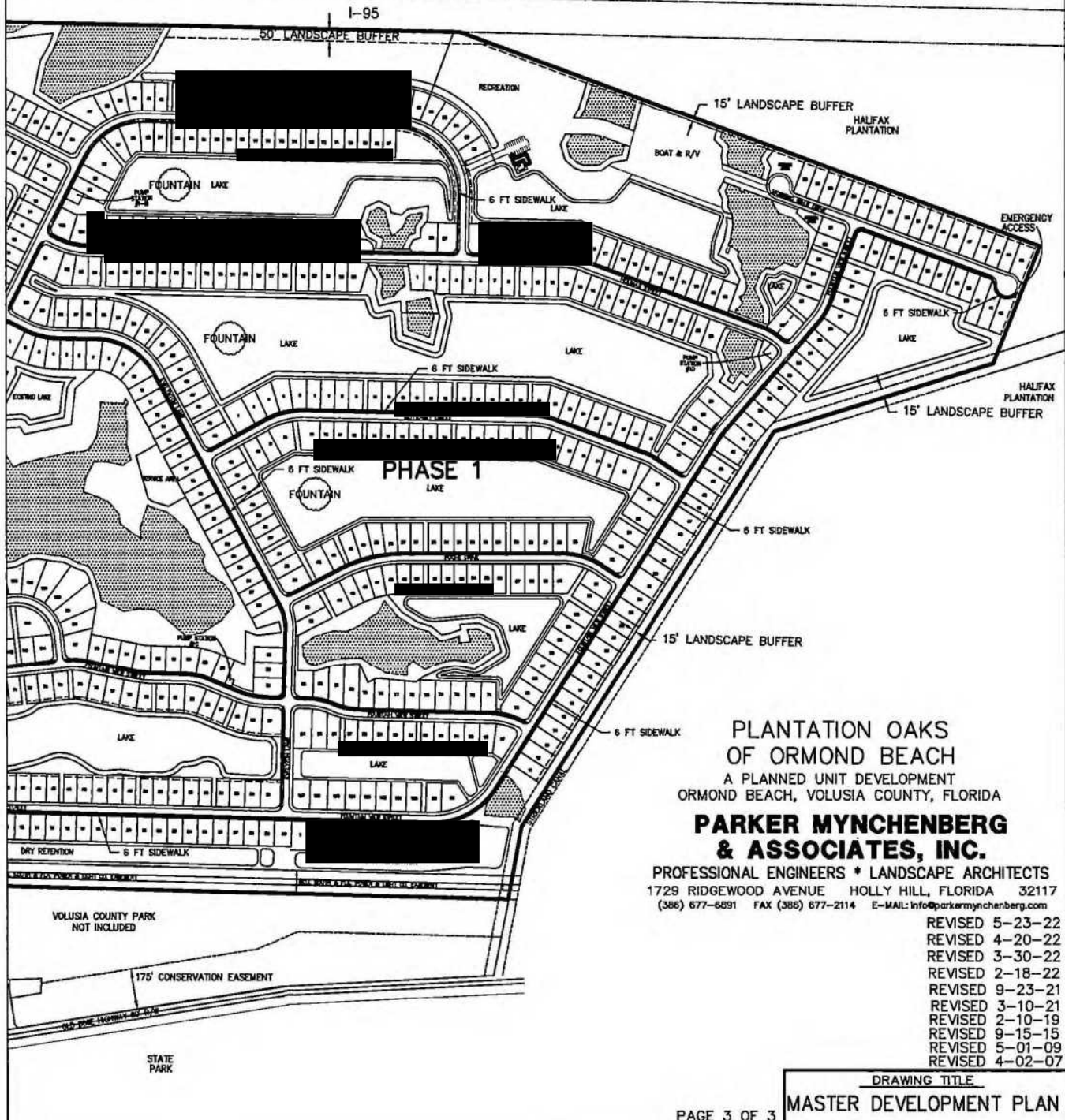
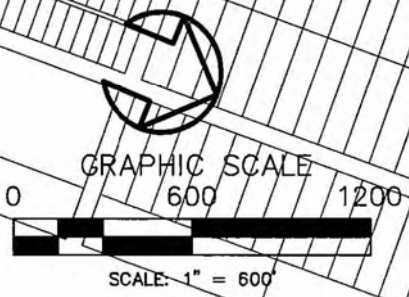


EXHIBIT "B"
Page 4 of 6

UNIT - LOTS	
PHASE 1	= 709 LOTS
PHASE 2	= 427 LOTS
PHASE 3	= 524 LOTS
PHASE 4	= 80 LOTS
TOTAL	= 1,740 LOTS



- INDEX**
- SF SINGLE FAMILY
 - OS OPEN SPACE
 - C CONSERVATION
 - R RECREATION
 - NC NEIGHBORHOOD COMMERCIAL
 - US UTILITY SERVICE

**PLANTATION OAKS
OF ORMOND BEACH**
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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- REVISED 5-23-22
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- REVISED 3-30-22
- REVISED 2-18-22
- REVISED 9-23-21
- REVISED 5-24-21
- REVISED 3-10-21
- REVISED 2-10-19
- REVISED 9-15-15
- REVISED 5-01-09

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ANNOTATED LAND USE PLAN

PAGE 1 OF 3

SHEET 3 OF 34

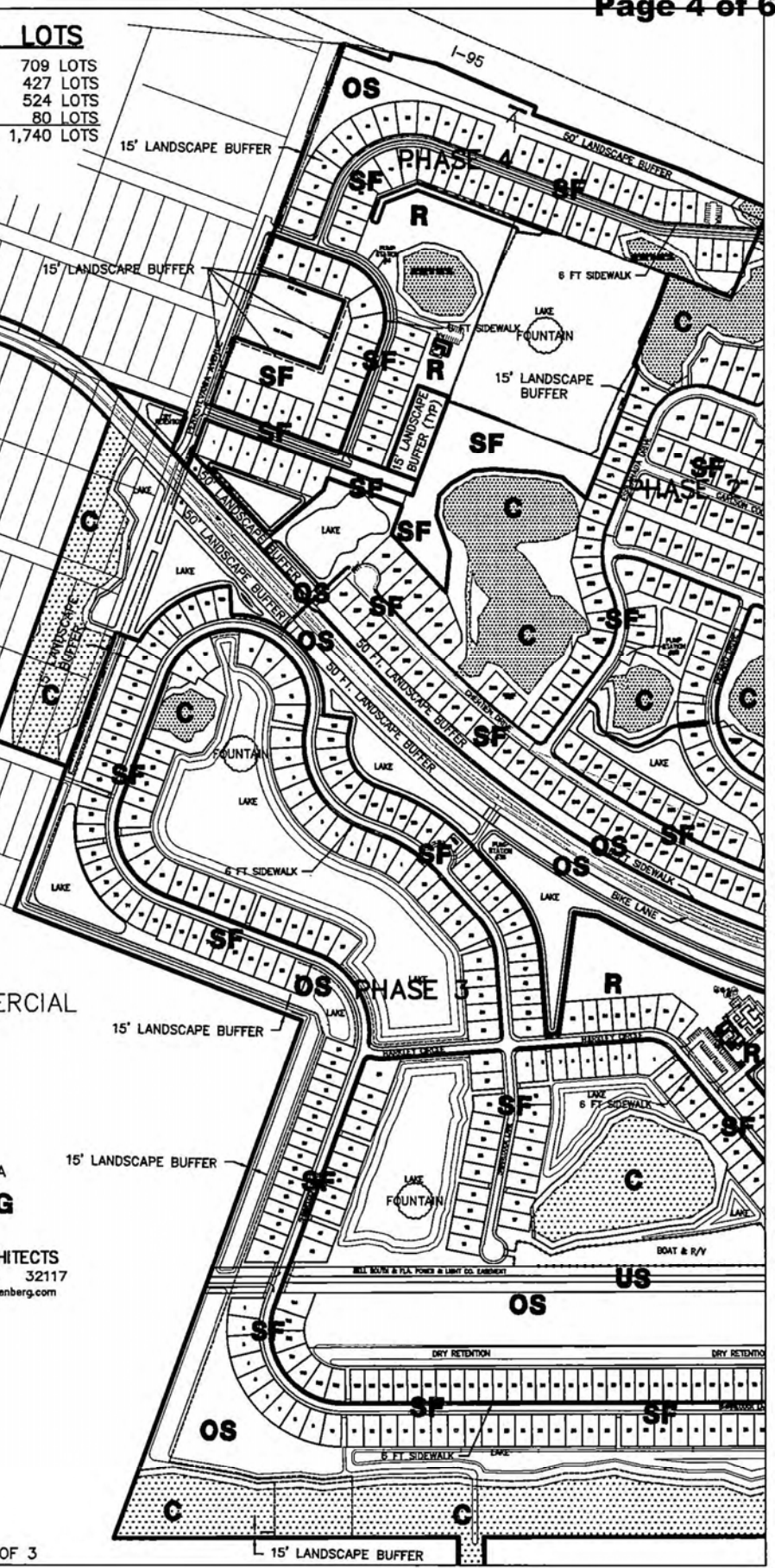


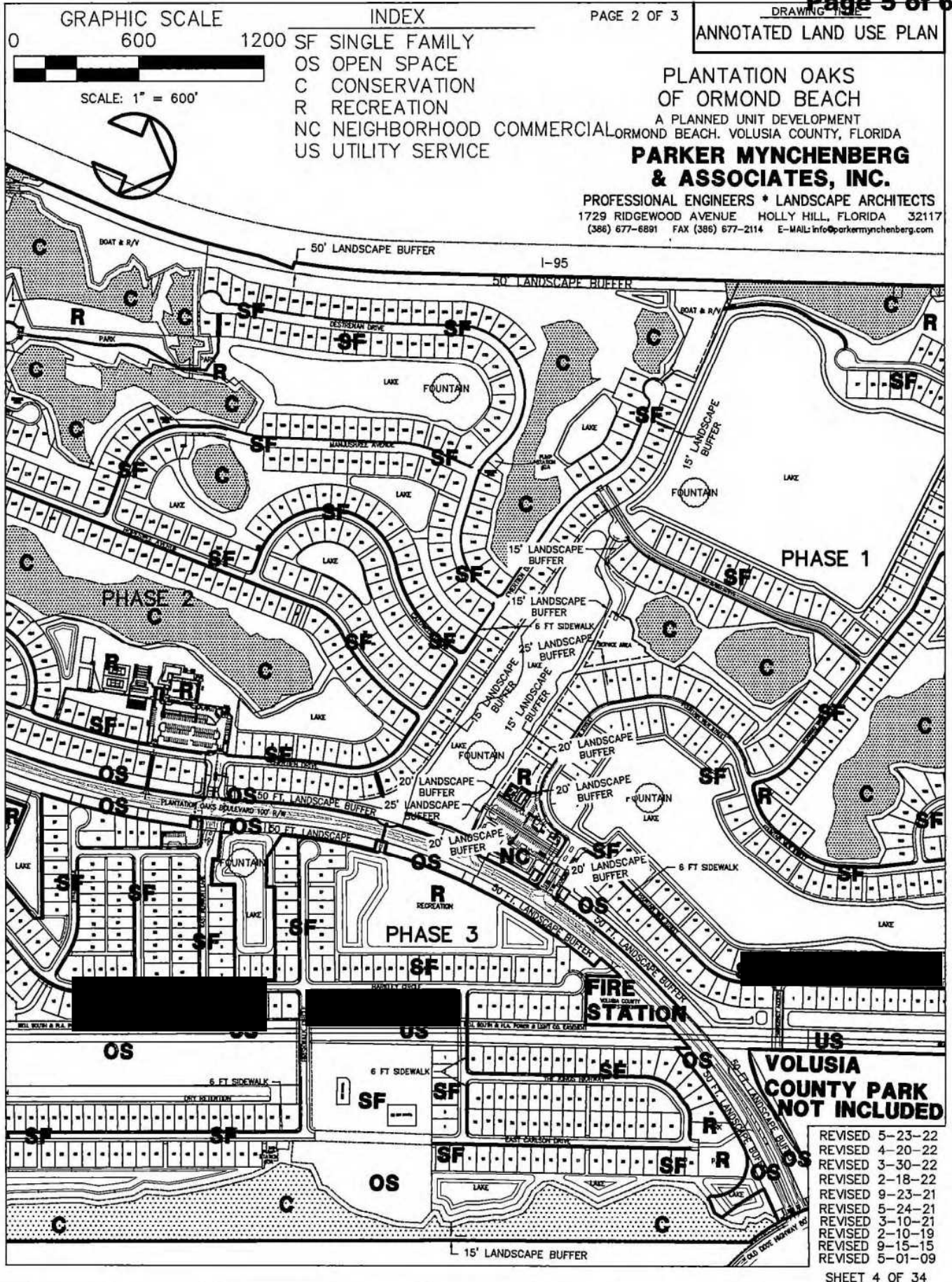
EXHIBIT "B"**Page 5 of 6**

EXHIBIT "B"

Page 6 of 6



GRAPHIC SCALE

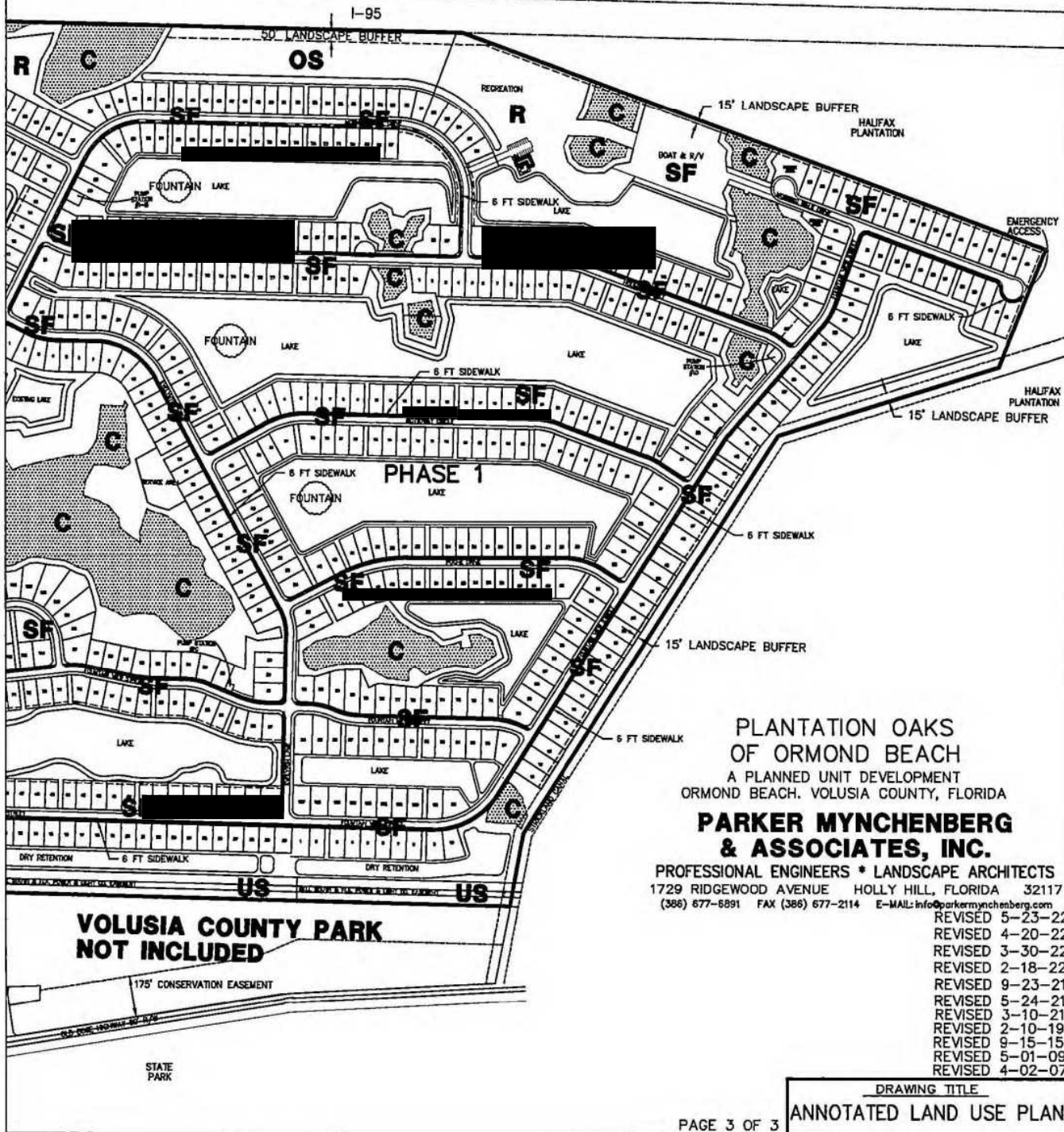
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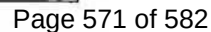


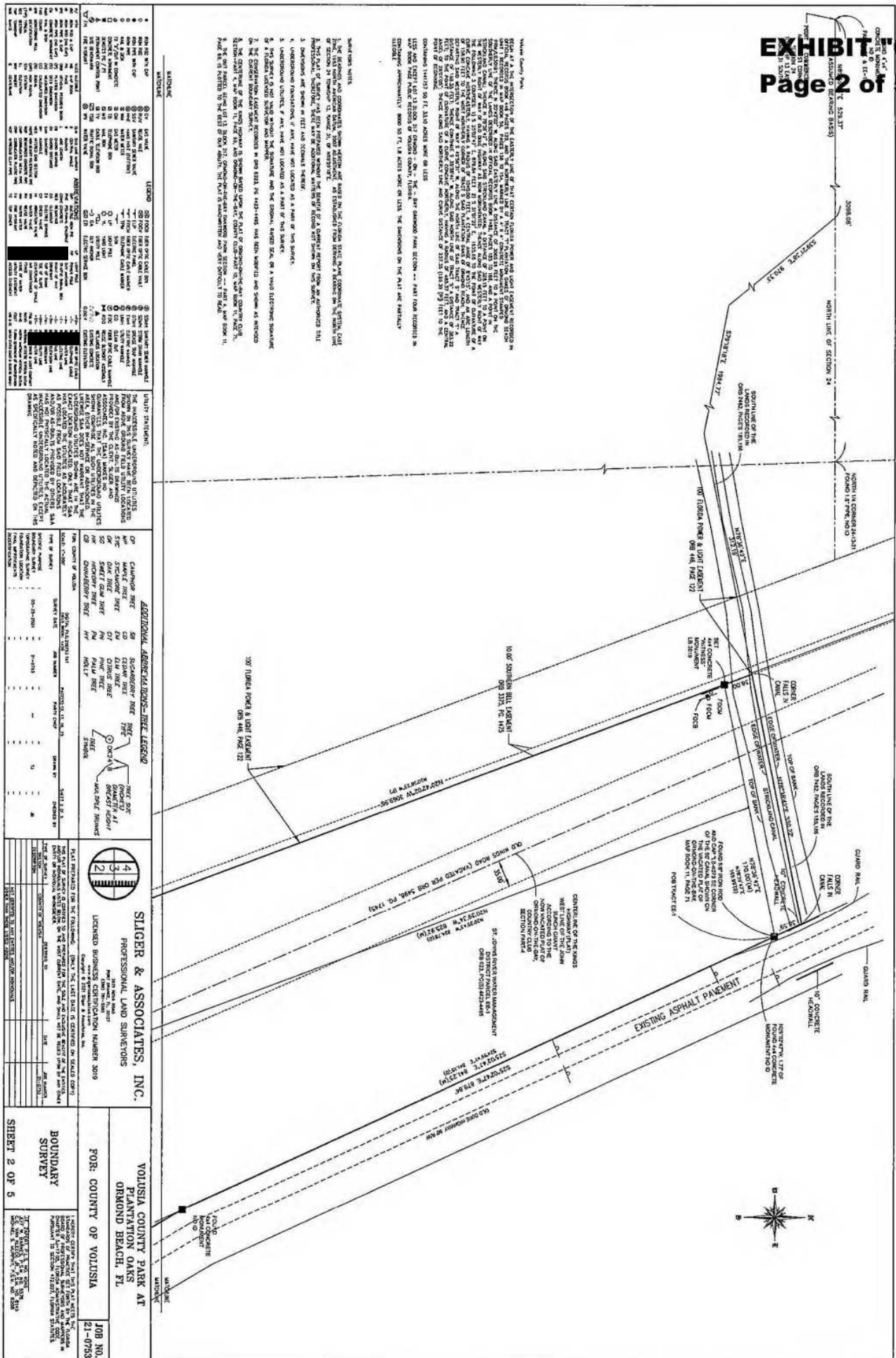
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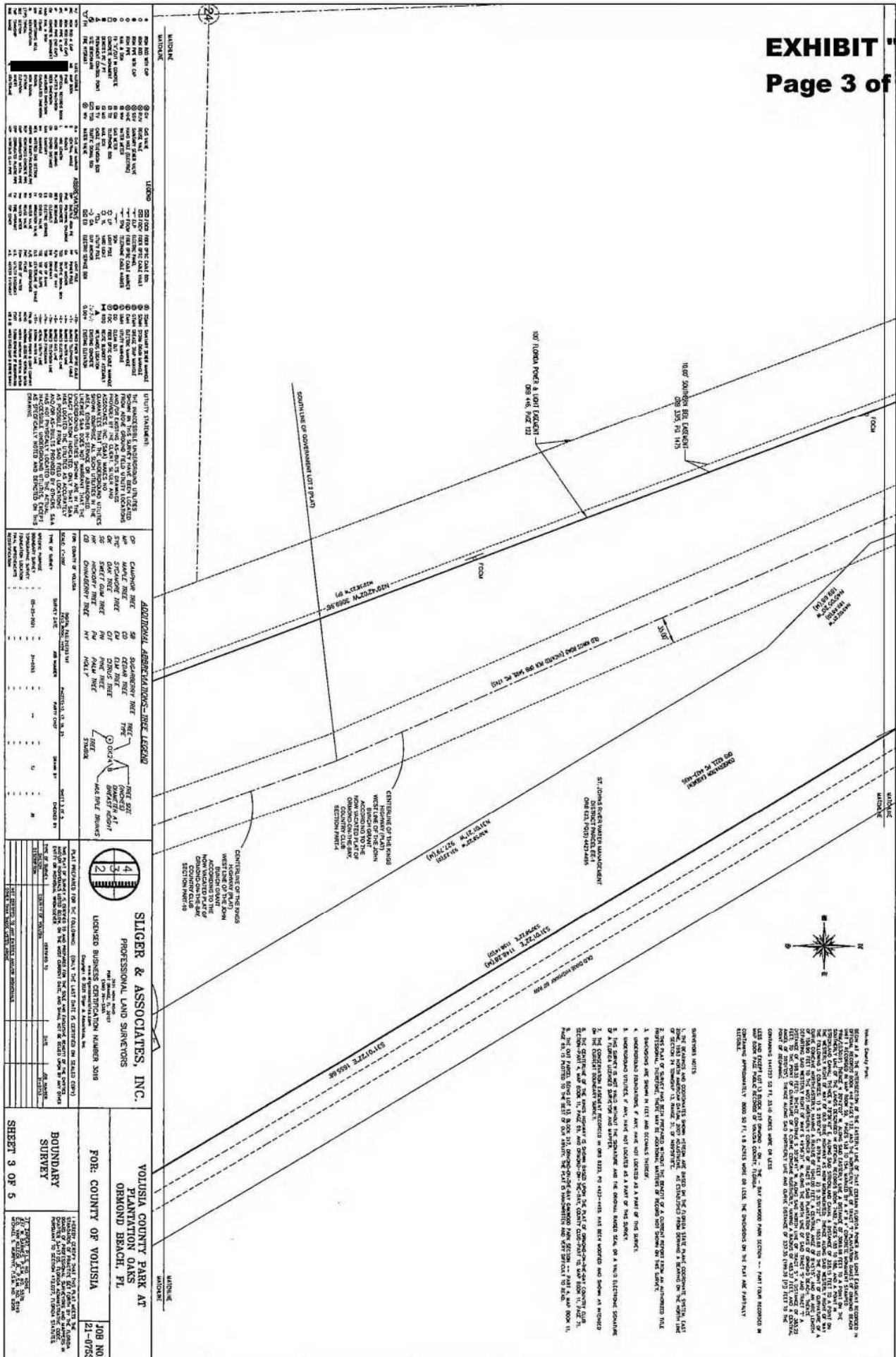
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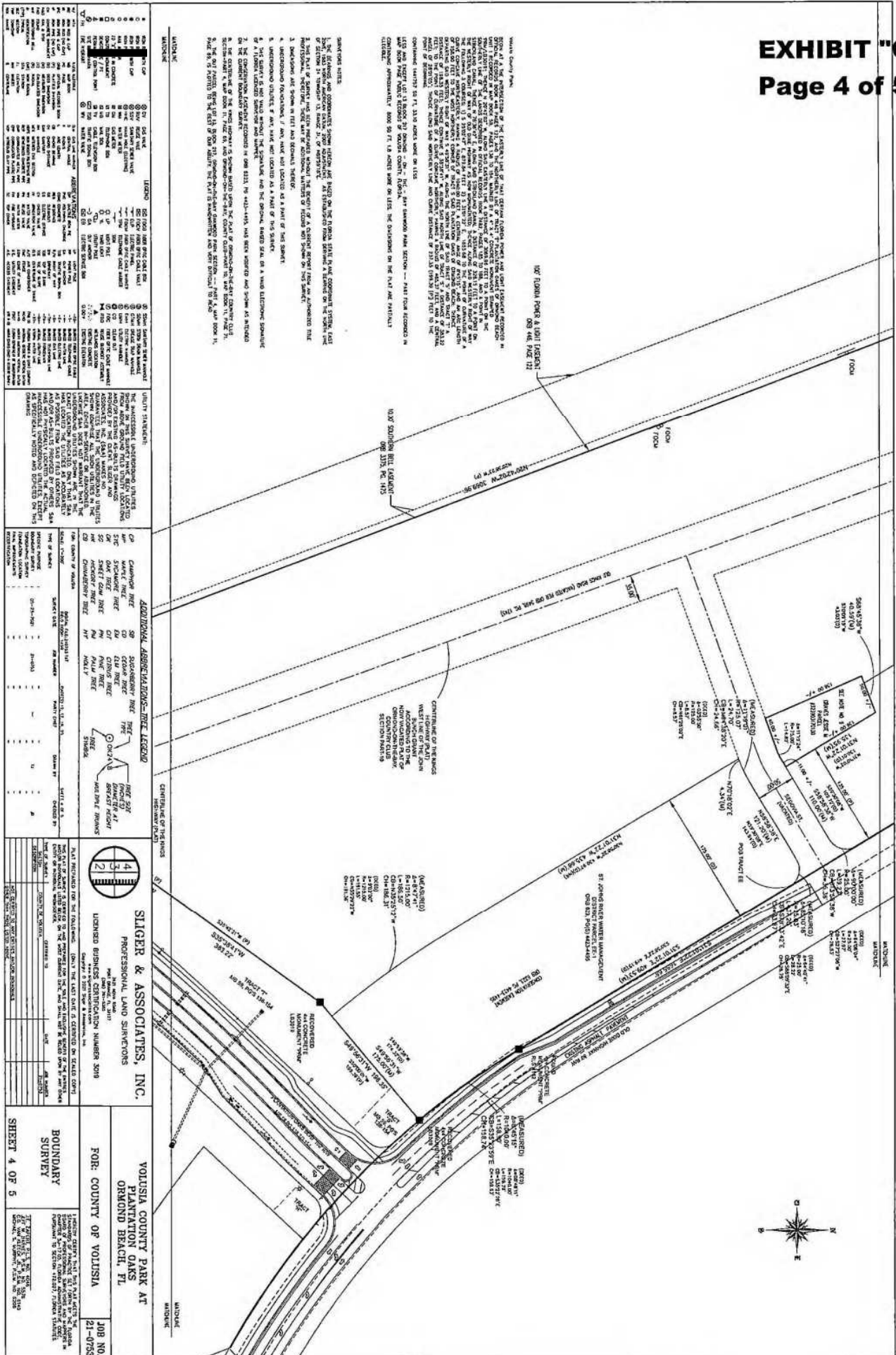
SF SINGLE FAMILY
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE











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EXHIBIT "D"**Page 1 of 3**

PLANTATION OAKS OF ORMOND BEACH
Summary of Major Amendment Request

03/30/2022

Revised 04/20/2022

Revised 05/25/2022

A. Summary of the Major Amendment Request

1. Add 163 single-family, fee simple, non-age-restricted stick built lots (83 Lots, former Golf Course Phase 1 (40 Lots) and 3 (43 Lots), and (80 Lots, Phase 4 former 53.41-acre School Site, 24.1-acre site plus 29.31-acre borrow pit and wetland) Total: 1,740 Lots.
2. Delete age restriction for Phase 3 (524 Lots) and lift Phase 4 age restriction and approve public streets for Phase 4 (80 Lots), Phase 3 and 4 to pay full school impact fees.
3. Require stick-built fee simple lots and no manufactured homes in Phases 3 and 4.
4. Remove the 33.10-acre Volusia County Park land area out of the Plantation Oaks PRD.

B. Description of the DRI

1. DRI Original Acreage = 2,107 acres
2. Land donated to VOLT outside DRI $\pm$ 2,000 acres
3. Acreage removed from DRI for Park/Preservation – 406.7 acres
4. Approximant DRI Original Acreage Dedicated/Donated for Preservation = $\pm$ 2,406.7 acres
5. DRI Current Allowable Units = 2,115 DU

C. Description of the Current Allowance in the Planned Development

1. Total Units = 1,577
 - a. Phase 1: 669 non-age-restricted fee simple single-family lots, no manufactured housing.
 - b. Phase 2: 427 age-restricted manufactured homes on leased lots.
 - c. Phase 3: 481 age-restricted lots, manufactured homes or single-family.
 - d. 53.41-acre former school site (24.1-acre site plus 29.31-acre borrow pit and wetland, former middle school).
 - e. 145.68-acre championship 18-hole golf course and restaurant (opened to the public).
 - f. 25,500-sf maximum neighborhood commercial on 1.58 acres.
 - g. 33.10-acre Volusia County Public Park.
 - h. Total Acreage = approximately 1,048.57 acres

D. Description of Proposed Plan

1. Phase 1: Convert portion of 145.68-acre golf course within Phase 1 to add an additional 40 non-age restricted, stick built, fee simple single-family lots. Total = 709 lots. Private streets maintained by HOA. No manufactured housing.
2. Phase 2: No proposed changes. 427 age-restricted manufactured homes on leased lots. Total = 427 lots. Private streets maintained by Phase 2 owner. Existing clubhouse amenities used only by Phase 2 residents.
3. Phase 3: Lift age-restriction, pay full school impact fees, prohibit manufactured homes, convert Phase 3 portion of 145.68-acre golf course to add an additional 43 stick-built fee simple single-family non-age-restricted lots. Total = 524 lots. Private streets maintained by HOA.

EXHIBIT "D"**Page 2 of 3**

Plantation Oaks of Ormond Beach
 Summary of Major Amendment Request
 May 25, 2022
 Page 2 of 3

4. Phase 4: Former school site 53.41-acres, 24.1-acre site plus 29.31-acre borrow pit and wetland to allow 80 stick-built fee simple lots only, no manufactured housing, public streets, pay full school impact fee. Total = 80 lots.
5. 25,500 SF, 1.58-acre Neighborhood Commercial remains unchanged.
6. Natural Preservation
 - a. Conservation Easement
 - I. Wetland 109.45 acres
 - II. Upland 48.09 acres
 - III. Total 157.54 acres conservation easement
7. Other Buffers OS ±43.52 total acres
8. Total Preservation (C) = approximately 157.54 total acres
 - a. Phase 1: 2,500 SF Clubhouse, Pool, (4) Pickleball Courts, Dog Walk, and Walking Trail. 18.68 acres recreation
 - b. Phase 2: Existing 10,300 SF Clubhouse, Pool, (2) Spas, (4) Pickleball Courts, (2) Tennis Courts, (2) Dog Walks. 8.16 acres recreation
 - c. Phase 3: 5,230 SF Clubhouse, Pool, Tennis Court. 10.05 acres recreation
 - d. Phase 4: 2,000 SF Pool Cabana, Pool and Play Field. 6.43 acres recreation
9. Total acreage = 1,048.57 minus 33.10 acres, Volusia County Park = approximately 1,015.47 acres.

E. Description of School Impact Fee

1. School Board did not need site in Plantation Oaks and traded for a site they did need owned by the Developer next to Westside Elementary, Jimmy Ann Drive, Daytona Beach.
2. School Site on Jimmy Ann Drive was deeded to school board and a \$500,000.00 school impact fee was paid. Developer was returned Plantation Oaks school site (now Phase 4).
3. Phase 2 is age-restricted and will pay no additional school impact fees.
4. Phases 1, 3, and 4 will be subject to school concurrency and pay full school impact fees.
5. Adequate school capacity memo provided.

F. Acres and Percentages

1. Total site acreage is approximately 1,048.57 acres.
2. Total site acreage minus Volusia County public park is approximately 1,015.47 acres.
3. Gross Density is 1,740 DU/1,015.47 acres = 1.714 DU/AC.
4. Gross Density minus project wetlands is 1,740 DU / 906.15 acres = 1.920 DU/AC.
5. Tree/natural preservation "C" is approximately 157.54 acres.
6. Wetland acreage is 109.45 acres.
7. Wetland Impact: wetland impacts were 6.56 acres and have occurred and have been mitigated.
8. Subdivision Park/Recreation Area
 - I. Phase 1: 18.68 acres
 - II. Phase 2: 8.16 acres
 - III. Phase 3: 10.05 acres
 - IV. Phase 4: 6.43 acres
 - V. Total: 43.32 acres
9. Stormwater area = 210.08 acres

EXHIBIT "D"**Page 3 of 3**

Plantation Oaks of Ormond Beach
 Summary of Major Amendment Request
 May 25, 2022
 Page 3 of 3

10. Lot Sizes:

	Existing Zoning	Proposed Zoning	Setbacks
Phase 1	50' x 100' min.	55' x 110' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 2	50' x 100 min. Single-Family 65' x 100' min. Manufactured Homes	65' x 110' minimum	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 3	50' x 100' min.	55' x 100' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 4	N/A	60' x 100' minimum 60' x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft

11. Permitted Uses:

- a. Phases 1, 3, 4: Single family dwellings on platted lots.
- b. Phase 2: Manufactured home/modular home dwellings fee simple or on leased lots, with age restriction for 80% of individuals to be 55 years old or older.
- c. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
- d. Parks and recreational areas accessory to residential uses.
- e. Neighborhood Commercial uses up to 25,500 square feet as shown on the phase 1 master overall plan.
- f. Recreation vehicle and boat storage.

12. Development standards:

- a. Waterfront yard: 20 feet
- b. Maximum building coverage: 60%
- c. Maximum lot impervious area: 75%
- d. Maximum building height: 35 feet
- e. Minimum floor area:
 - i. Single-family (Phase 1, 3,4) 1,400 sf
 - ii. Manufactured home (Phase 2) 1,200 sf
- f. Accessory structure setback:
 - i. Side yard: 7.5 feet
 - ii. Side yard corner no access: 15 feet
 - iii. Rear yard setback: 5 feet
 - iv. Front yard: 20 feet

Planning Board minutes from April 10, 2025

ITEM:

PZ-2025-137

**Fountain View, Phase 1C Subdivision,
Final Plat**

Recommended for Approval: 6-0

Mr. Jorczak moved to approve the March 13, 2025 Minutes. Mr. Gentry seconded the motion. The minutes were unanimously approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

VII. PUBLIC HEARINGS

A. PZ-2024-137, Final Plat, Fountain View, Phase 1C

Mr. Steven Spraker, Planning Director, explained the application for a final plat for Fountain View, Phase 1C subdivision, as part of the Plantation Oaks Planned Residential Development. He stated that the subdivision consists of 141 lots on 90.33 acres and further explained the subdivision process, starting with the zoning. The zoning was completed in 2002 with the Planned Development, approved with Ordinance 2022-16. The preliminary plat was approved with Resolution 2024-55. Mr. Spraker explained that the Final Plat is a legal document that allows the subdivision of land after the infrastructure improvements are constructed. He concluded that staff recommends approval of the final plat.

Vice-Chair Shull opened it up to the Board for questions and entertained a motion.

Mr. Gentry motioned to approve PZ-2024-137, Final Plat, Fountain View, Phase 1C. Mr. Scudiero seconded it. Vote was called, and the motion was approved (6-0).

B. PZ-2025-138, Final Plat, Enclave Subdivision

Mr. Steven Spraker, Planning Director, explained the application for a final plat for the Enclave subdivision consisting of 12 single-family lots on 26.17 acres, located at 475 North Tymber Creek Road. Mr. Spraker reviewed the location map and the final plat document, adding that with the SR, Suburban Residential zoning, it requires a minimum of one acre lots and connection to water. He continued that the Preliminary Plat was approved with Resolution 2023-191 in 2023 and is under construction. Mr. Spraker explained the process in that now they are coming back with the Final Plat to subdivide the land after the infrastructure improvements are constructed. Mr. Spraker concluded that staff recommends approval of the final plat.

Vice-Chair Shull opened it up to the Board, applicant, and any audience members for comments or questions, and entertained a motion.

Mr. Galloway motioned to approve PZ-2025-138, Final Plat, Enclave Subdivision. Mr. Railsback seconded it. Vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

None.

IX. OTHER BUSINESS

None.

X. MEMBER COMMENTS



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-20

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "FOUNTAIN VIEW, PHASE 1C" SUBDIVISION, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; 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 application submitted from Plantation Oaks of Ormond Beach, LLC, for a final plat for a 141-lot single-family subdivision on approximately 90.33 acres. The Fountain View, Phase 1C subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This is subdivision of land for a residential subdivision.

- 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 subdivision of land for a residential subdivision. There are no charges or fees proposed.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is subdivision of land for a residential subdivision. 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 subdivision of land for a residential subdivision.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.