



City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

September 17, 2025, 7:00 PM

*Jason Leslie, Mayor
Lori Tolland, Zone 1
Travis Sargent, Zone 2
Kristin Deaton, Zone 3
Harold Briley, Zone 4*

Agenda

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF FISCAL YEAR 2025-2026 MILLAGE RATES AND BUDGET

A. Final Millage Rates FY 2025-2026

RESOLUTION NO. 2025-146: A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2025-2026; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

B. Adoption of Annual Budget for the 2025-2026 Fiscal Year (SECOND READING)

ORDINANCE NO. 2025-29: AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2025-2026 FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & ON THE CONSENT AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - September 3, 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. Parks and Recreation - Fee Schedule 2025-2026

RESOLUTION NO. 2025-144: A RESOLUTION APPROVING AND AUTHORIZING REVISIONS TO THE CITY'S FEE SCHEDULE FOR CULTURAL AND RECREATIONAL PROGRAMS AND FACILITIES OPERATED BY THE PARKS AND RECREATION DEPARTMENT; AND SETTING FORTH AN EFFECTIVE DATE.

- B. RFQ Award - Construction Management at Risk for Underground Utility Services

RESOLUTION NO. 2025-147: A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTINUING CONTRACTS WITH SIX PROFESSIONAL SERVICES FIRMS FOR CONSTRUCTION MANAGEMENT AT RISK FOR UNDERGROUND UTILITY SERVICES, UNDER RFQ 2025-41; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

- C. Property, Liability and Workers' Compensation Insurance

RESOLUTION NO. 2025-148: A RESOLUTION ACCEPTING PROPOSALS FOR THE PROVISION OF VARIOUS FORMS OF INSURANCE COVERAGE INCLUDING: PROPERTY, GENERAL LIABILITY, AUTO, INLAND MARINE EQUIPMENT, DRONE LIABILITY, STORAGE TANK LIABILITY, CYBER LIABILITY, ACCIDENTAL DEATH AND DISMEMBERMENT (LAW ENFORCEMENT AND FIREFIGHTERS), TENANT AND USERS LIABILITY (TULIP) (SPECIAL EVENTS), ACTIVE SHOOTER & MALICIOUS ATTACK/TERRORISM; PROFESSIONAL LIABILITY (EMTS AND PARAMEDICS), FLOOD, AND EXCESS WORKERS' COMPENSATION; AUTHORIZING THE EXECUTION OF DOCUMENTS RELATIVE THERETO; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

- D. **Disposition Item:** Riverside Drive Closures Fiscal Year 2025-2026

- E. **Disposition Item:** Construction & Demolition Franchise Renewal, Waste Management Inc. Of Florida

- F. **Disposition Item:** Contract Renewal - Ormond Beach Chamber Of Commerce

- G. **Disposition Item:** Capital Improvement Program Fiscal Years 2026 Through 2030

- H. **Disposition Item:** City Manager's Monthly Report

8. PUBLIC HEARINGS

- A. Amendment to Water & Wastewater Rates (SECOND READING)

ORDINANCE NO. 2025-30: AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; 22-71, SERVICE CHARGE ESTABLISHED; 22-136, MINIMUM WATER RATES; AND 22-137, MINIMUM WASTEWATER RATES; OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING WATER AND SEWER RATES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

9. SECOND READING OF ORDINANCES

A. Amendment to Solid Waste Collection Rates (SECOND READING)

ORDINANCE NO. 2025-31: AN ORDINANCE AMENDING SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

B. Amendment to Stormwater Rates (SECOND READING)

ORDINANCE NO. 2025-32: AN ORDINANCE AMENDING SECTION 22-158, UTILITY FEE ESTABLISHED, OF DIVISION 2, RATES AND CHARGES, OF ARTICLE V, STORMWATER DRAINAGE UTILITY, OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING THE STORMWATER UTILITY FEE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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.

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**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	4.A.
Section	ADOPTION OF FISCAL YEAR 2025-2026 MILLAGE RATES AND BUDGET	Category	Resolution
Subject	Final Millage Rates FY 2025-2026		
Recommended Action	Staff recommends approval of the operating millage rate of 4.3867 and voter-approved debt millage rate of 0.0630. As in the past, the operating and debt rates will be set with a single resolution.		
Strategic Goal	Fiscal Transparency		
Department Staff Contact	Finance Kelly McGuire, Finance Director		

Summary

On March 12 and March 13, a Strategic Planning workshop was held to discuss the City Commission's goals and priorities for the remainder of the current election term. A follow-up workshop was held on May 6, 2025 and the Strategic Plan was unanimously adopted on July 22, 2025. The Strategic Plan serves as an important Commission directive to City staff in the preparation of the Proposed FY 2025-26 Budget. On September 3rd, the City Commission unanimously approved the proposed millage rates noted below and must adopt the final millage rates.

The final rates to fund the FY 2025-26 budget are:

Purpose	Millage Rate
General Fund	3.7057
Facilities Renewal & Replacement	0.1650
Capital Improvements	0.0840
Vehicle & Equipment Renewal & Replacement	0.0440
Transportation Improvements	0.1040
Public Safety Fund	0.1800
Leisure Services Fund	0.1040

Total Operating Millage Rate	4.3867
2010 General Obligation Bond	0.0630
Total Millage	4.4497
Rollback Rate	3.9042 mills
Rollback%	12.36%
% over current rate	6.9%

Financial Impact

The final millage rates provides necessary funding for the FY 2025-2026 budget.

Citizen Impact

The millage rates will fund the essential staffing and equipment to ensure a high level of Public Safety services; support beautification of Ormond Beach through enhancements to the City's property maintenance program; continue to invest in attracting and retaining high-wage jobs; and revitalize recreational facilities and parks to offer a high quality of living for our residents.

Attachments

1. 25-146 FY 2025-26 Final Millage Rate (P25-0087G)

RESOLUTION NO. 2025-146

A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE
LEVIED FOR FISCAL YEAR 2025-2026; DIRECTING
CERTIFICATION; EXPRESSING LEGISLATIVE INTENT;
AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Ormond Beach City Commission approved Resolution 2025-102 on July 22, 2025, approving proposed millage rates for Fiscal Year 2025-2026; and setting a public hearing on the proposed millage rates and the tentative annual budget for Fiscal Year 2025-2026 to be held on September 3, 2025, at 7:00 pm in the City Commission Chambers at Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida, and

WHEREAS, at the said duly advertised public hearing that was held on September 3, 2025, the City Commission approved Resolution 2025-141 adopting the proposed millage rates and subsequently adopted a tentative budget, for Fiscal Year 2025-2026, and

WHEREAS, a public hearing has been advertised for, and has been held on, September 17, 2025, regarding the adoption of the final millage rates, and the adoption of a final budget, for Fiscal Year 2025-2026, and,

WHEREAS, the notice and public hearing requirements having been satisfied in accordance with Section 200.065, *Florida Statutes*, now therefore,

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

SECTION ONE. After careful consideration of the estimate of receipts and the estimate of expenditures of the City of Ormond Beach, Florida (“the City”), it is hereby agreed

that the rates of taxation necessary to meet such expenses will be, for each of the hereinafterstated purposes, the amounts estimated, declared and hereby levied, to-wit:

(a) in order to meet the estimate of expenses of the City, it is hereby determined and declared that the total operating millage shall be at the rate of 4.3867 mills or \$4.3867 per \$1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for those purposes hereinafter described to provide for the expenditures as estimated in the Fiscal Year 2025-2026 Annual Budget;

(i) in order to meet the estimate of General Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, Vehicle and Equipment Replacement Fund, Public Safety Vehicle and Equipment Replacement Fund, Transportation Improvements Fund, and Leisure Services Fund expenses of the City, it is hereby determined and declared that the operating millage rate (General Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, Vehicle and Equipment Replacement Fund, Public Safety Vehicle and Equipment Replacement Fund, Transportation Improvements Fund, and Leisure Services Fund combined) shall be at the rate of 4.3867 mills or \$4.3867 per \$1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for general purposes to provide for the General Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, Vehicle and Equipment Replacement Fund, Public Safety Vehicle

and Equipment Replacement Fund, Transportation Improvements Fund, and Leisure Services Fund expenditures as estimated in the Fiscal Year 2025-2026 Annual Budget;

- (ii) the millage rate to be levied, 4.3867 mills, is a 12.36% increase over the “rolled-back” millage rate, which is \$3.9042 per \$1,000 of taxable value;
- (iii) in order to pay interest upon and sinking fund requirements for the outstanding 2010 general obligation bond issue of the City, and for the purpose of paying the expenses of servicing such bonds, it is hereby determined and declared that the debt service millage shall be at the rate of 0.0630 mills or 6.30¢ per \$1,000 of taxable value, and the same is hereby levied and imposed on all non-exempt taxable property within the corporate limits of the City for the purposes hereinbefore stated in this Subsection. Voters approved the 2010 general obligation bond issue on August 24, 2010 for the acquisition and development of a beachfront park.

SECTION TWO. The City Manager is hereby directed to certify to the Volusia County Property Appraiser and to the Volusia County Tax Collector the final millage rates as hereinbefore set, levied, and adopted for the purposes hereinbefore stated, pursuant to the general law of Florida.

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

APPROVED AND AUTHENTICATED this 17th day of September, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	4.B.
Section	ADOPTION OF FISCAL YEAR 2025-2026 MILLAGE RATES AND BUDGET	Category	Second Reading of Ordinances
Subject	Adoption of Annual Budget for the 2025-2026 Fiscal Year (SECOND READING)		
Recommended Action	Staff recommends final approval of the proposed FY 2025-26 budget.		
Strategic Goal	Fiscal Transparency		
Department Staff Contact	Finance Kelly McGuire, Finance Director		

Summary

The annual budget serves as the essential financial guide for the City and continues the City Commission's long legacy of careful fiscal stewardship while being mindful of the needs of the residents and business community. Preparation of the budget is driven by the goals collectively determined by the City Commission at the Strategic Goal Planning session in early 2025, along with the Commission's continued commitment to providing the highest quality services to the citizens within the framework of fiscal responsibility. The proposed budget was unanimously adopted on First Reading at the September 3, 2025 meeting. The budget, *net of inter-fund transfers and internal charges* is \$117,359,854.

ALL FUNDS SUMMARY	Proposed Budget
Description	FY 2025-2026
General Fund	52,736,211
Special Revenue Funds	10,678,030
Debt Service Funds	1,033,068
Capital Project Funds	12,981,197
Water & Wastewater Funds	47,514,706
Solid Waste Fund	14,960,267

Workers Compensation Fund	747,500
General Liability Fund	2,142,400
Total Budget Appropriation	142,793,397
Less:	
Interfund Transfers	(18,789,917)
Fleet Operations (Internal Service Charges)	(2,296,000)
Engineering (Internal Service Charges)	(1,457,708)
Consolidated Insurance Fund (Internal Service Charges)	(2,889,900)
Total Net Budget	117,359,854

Financial Impact

The FY 2025-2026 budget provides funding to maintain existing service levels, make necessary repairs and upgrades to City equipment and facilities, and implement the top priorities from the Commission's Strategic Plan.

Citizen Impact

The proposed budget continues to adhere to the City's conservative approach to the budget by managing costs without compromising the services that add value and serve our residents and businesses. It provides the funds necessary to maintain and improve infrastructure, ensure qualified and responsive fire and police protection, and offer amenities that define our community through committed, dedicated, and exceptional employees that remain steadfast in our goal to provide the highest quality service.

Attachments

1. 25-29 Adopt Annual Budget (P25-0087G)
2. Attachment A
3. Ordinance Business Impact Estimate FY 2025-26 Budget

ORDINANCE NO. 2025-29

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2025-2026 FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City of Ormond Beach, Florida, *Charter* and *Code of Ordinances*, the City Manager has submitted to the City Commission her Annual Budget for the various funds of the City, and

WHEREAS, Section 4.04(f), *Charter*, requires the Annual Budget to be adopted by Ordinance, and

WHEREAS, the City Commission has determined that it is necessary and appropriate to adopt an annual budget as attached hereto, now therefore,

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

SECTION ONE. The City Commission hereby adopts, as its Annual Budget for the 2025-2026 Fiscal Year (October 1, 2025 through September 30, 2026, inclusive), those appropriations set forth on Attachment “A” and the FY25-26 Proposed Budget document, which are attached hereto and incorporated herein by reference, including all travel, stipend, and wage adjustments for all elected and appointed officials, and all bargaining and non-bargaining unit employees in the classified and unclassified services.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED UPON at the first reading of the City Commission, this 3rd day of September, 2025.

PASSED UPON at the second and final reading of the City Commission, this 17th day of September, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

ALL FUNDS SUMMARY ATTACHMENT A	
	Budget
Description	FY 2025-26
General Fund (001)	52,736,211
Special Revenue Funds:	
Downtown Redevelopment Trust Fund (104)	1,999,836
Ormond Crossings Trust Fund (106)	399,640
Stormwater Utility Fund (107)	5,613,386
Airport Fund (108)	1,318,198
Local Law Enforcement Trust Fund (109)	-
Economic Development Fund (110)	-
State Law Enforcement Trust Fund (112)	-
Pension Contribution Pass Through Fund (113)	1,300,000
Recreation Facility Fee Fund (115)	46,970
Total Special Revenue Funds	10,678,030
Debt Service Funds:	
Financing Debt Service Fund (205)	675,000
2010 Beachfront Park Bond Fund (220)	358,068
Total Debt Service Funds	1,033,068
Capital Improvement Funds:	
Capital Improvements Fund (301)	3,051,339
Equipment Renewal & Replacement Fund (302)	840,000
Public Safety Vehicle & Equipment Fund (305)	1,028,051
Transportation Improvements Fund (308)	3,306,010
Recreational Impact Fee Fund (310)	1,100,000
Local Road Impact Fee Fund (316)	275,000
Facilities Renewal & Replacement Fund (317)	1,665,797
Stormwater Impact Fee Fund (318)	15,000
Leisure Services Capital Fund (322)	1,700,000
Total Capital Improvement Funds	12,981,197
Water and Wastewater Funds:	
Water and Wastewater Fund (401)	28,748,938
Vehicle Replacement Fund (408)	830,000
Renewal & Replacement Fund (409)	6,830,768
Water/Wastewater Consolidated Debt Service Fund (414)	3,824,000
West Ormond Reuse Impact Fee Fund (433)	-
Water System Impact Fee Fund (434)	751,000
Wastewater System Impact Fee Fund (435)	850,000
Water/Wastewater 2026 Bond Projects (447)	5,680,000
Total Water and Wastewater Funds	47,514,706
Solid Waste Fund (460)	14,960,267
Workers Compensation Fund (502)	747,500
General Liability Fund (504)	2,142,400
TOTAL BUDGET APPROPRIATION	142,793,379
Less: Interfund Transfers	(18,789,917)
Fleet Operations (Internal Service Charges)	(2,296,000)
Engineering (Internal Service Charges)	(1,457,708)
Consolidated Insurance Fund (Internal Service Charges)	(2,889,900)
TOTAL NET BUDGET	117,359,854



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

ORDINANCE NO. 2025-29 AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2025-2026 FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

Ordinance is required to comply with Florida Statute regarding annual adoption of budgets.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None

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

None

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None

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

Not applicable

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)



City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

September 3, 2025, 7:00 PM

*Jason Leslie, Mayor
Lori Tolland, Zone 1
Travis Sargent, Zone 2
Kristin Deaton, Zone 3
Harold Briley, Zone 4*

Minutes

1. **CALL TO ORDER**

Mayor Leslie called the meeting to order at 07:01 PM.

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 Dauderis.

2. **INVOCATION**

Pastor Charlie Freeman, Church of Jesus, provided the invocation.

3. **PLEDGE OF ALLEGIANCE**

Mayor Leslie led the Pledge of Allegiance.

4. **PRESENTATIONS AND PROCLAMATIONS**

A. Ormond Beach Soccer Club

Mayor Leslie presented a proclamation to the Ormond Beach Soccer Club for their participation at the IberCup tournament in Portugal.

5. **ADOPTION OF FISCAL YEAR 2025-2026 PROPOSED MILLAGE RATES AND TENTATIVE BUDGET**

Mayor Leslie opened the Public Hearings.

City Clerk Susan C. Dauderis read by legal title only:

A. Proposed Millage Rates for 2025-2026 Fiscal Year

RESOLUTION NO. 2025-141: A RESOLUTION ADOPTING PROPOSED MILLAGE RATES FOR THE 2025-2026 FISCAL YEAR; ESTABLISHING A DATE TIME AND PLACE FOR A PUBLIC HEARING TO ADOPT FINAL MILLAGE RATES AND FINAL BUDGET; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Leslie explained per Florida Statute, he was required to state the proposed millage rate for the City of Ormond Beach necessary to fund the Fiscal Year (FY) 2025-2026 budget was 4.5220 mills, noting the rate was 15.82 percent above the rolled back rate of 3.9042 mills. He reviewed what the funds would be used for and explained the city would be the

second-lowest millage rate in Volusia County. He stated the tentative debt service millage rate was 0.0630 for the 2010 General Obligation Bond Sinking Fund.

Mayor Leslie stated it was a public hearing and inquired if there were any members of the public who wished to speak or ask questions prior to adoption of the tentative millage rate and budget.

Ms. Stephanie Watson, 73 Woodfield Court, voiced her passion for youth sports in the community, urging the Commission to approve the budget supporting recreational sports. She voiced concerns regarding upgrades needed at current facilities and if facilities were to close.

Mr. Ed Kelley, 53 River Ridge Trail, requested the Commission support the proposed millage rate and budget. He noted social media concerns and cited the City's mission statement.

Mr. G.G. Galloway, 1305 Oak Forest Drive, thanked the Commission and staff for their work. He discussed the quality of life within the community and history of surrounding communities when their taxes were low.

Sargent Ray Llanes, exempt address, stated he was the Vice President of the Ormond Beach police union. He discussed the history of the public safety funds, noting the now competitive pay and benefits, nearly full police staff, and what would be at risk if the funds were cut.

Mr. Andy Oler, 19 Arbor Drive South, discussed his family's desire to move to a community with a high quality of life, noting the reduction in that quality if recreational activity funds were to be cut.

Mr. Josh Pringle, 1500 Crowne Ormond Lane, stated he was a member of the city's Budget Advisory Board and discussed past Commission budgeting decisions. He reviewed the budget process, concerns of social media posts, and support of those voting in favor of the budget.

Mr. Bryan Lambert, 32 Greenvale Drive, voiced concerns regarding cutting taxes due to the impact on the community and police officers.

Ms. Deanna Newkirk, 7 Princess Circle, discussed her history with the city and City of Holly Hill. She reviewed the recreational resources utilized by surrounding municipalities and the need for proper funding for those resources and first responders.

Ms. Debbie Cotton, 165 West Granada Boulevard, stated she was the President of the Ormond Beach Chamber of Commerce. She discussed the work of the organization and the important partnership between the Ormond Beach Chamber of Commerce and the city.

Mr. Erick Palacios, 3 Burr Oak Court, stated he was the Ormond Beach Chamber of Commerce Board Chairman. He discussed the growth rate of the community and support of the budget. He reviewed the important partnerships with non-city organizations and their funding.

Mr. William Sanchez, 7 Lake Vista Way, expressed concerns regarding the millage increase, noting he did not believe there was nothing in the budget to be cut.

Mr. Douglas Wigley, 37 Forest View Way, thanked the Commission for all they did. He stated

he was speaking on behalf of the Ormond Beach Youth Baseball and Softball Association. He discussed his history with the association and the need for funding for recreational activities and resources.

Ms. Michelle Tisdale, 780 West Granada Boulevard, stated she served on the Executive Committee of the Ormond Beach Chamber of Commerce. She discussed mission and programs of the Chamber of Commerce and the need for partnership funding.

Mr. George Burgess, 112 Kent Drive, encouraged the Commission to ensure funding for flooding mitigation. He suggested the Commission look into the city's recycling program to determine if costs could be saved there.

Ms. Amber Bobak, 397 Collins Street, stated her appreciation for the lower millage compared to the previous tentative millage set in July. She reviewed concerns regarding the transparency portal and raised taxes for those on fixed incomes. She expressed support of recreation for youth and essential funding for public safety and public works. She offered to volunteer during public events.

Mr. James Flatley, 7 Spanish Pine Way, voiced support of the budget and recreational funds. He challenged the Commission to look to the future of the community.

Mr. Paul Viscomi, 200 Country Club Drive, stated he represented the Ormond Beach Soccer Club, he discussed the volunteers for the organization and the essential need for funding.

Captain Davis Randall, exempt address, stated he was the president of the Ormond Beach Professionals Firefighter Union. He expressed support of the proposed budget, noting the great improvements made in recent years for public safety. He reviewed a couple shortfalls within the fire department and urged the Commission to approve the budget staff presented.

Ms. Joan Campanaro, 721 Pelican Bay, Daytona Beach, 32119, stated she was a First Step Homeless Shelter Board Member, and expressed the need for continued funding and partnership with the city. She reviewed the shelter's statistics and invited the Commission to upcoming events.

Ms. Nancy Cortez, 518 North Halifax Drive, discussed the community organizations she was involved in and the essential need for continued funding for those community organizations.

Ms. Christina Uranaka, 155 Arlington Way, stated public safety funds should never be discussed to be cut from a budget. She noted she was not opposed to the millage increase and the importance of the city's recreational activities and facilities. She expressed support of the youth recreational activities, providing statistics to support the funding.

Mr. David Schechter, 395 South Atlantic Avenue #304, stated taxes were needed and vital for the community. He voiced opposition to the recent personal social media posts and quotes. He discussed communities with low taxes and made requests of resignation.

Ms. Angela Terry, 3 Creek Bluff Way, thanked the Commissioners for their patience in listening to the citizens. She discussed the highlights of the city, noting the increase of taxes was needed to keep the city at the standards of the residents.

Ms. Stephanie Mason-Teague, 170 Orchard Lane, provided a handout on a mid-year update from the Ormond Memorial Art Museum and Gardens and discussed the partnership with the city. She encouraged the Commission to approve the proposed budget and millage.

Mr. Edward Ted Tescher, 39 Shadow Creek Way, discussed his history with youth sports in the community. He stated a ten percent increase seemed steep for those on fixed incomes, noting gas prices were decreasing. He suggested reviewing insurance coverage to help decrease costs.

Mr. Eric Yonce, 275 South Halifax Drive, explained he tried to review the budget from the website, noting concerns with the transparency portal and potential surplus of funds. He stated leisure services and first responders should not be considered for cuts.

Mr. Doug Thomas, 132 River Bluff Drive, reviewed his history within the community. He expressed support of the increase, noting the importance of the Leisure Services department and provided statistics from the community.

Ms. Julia Truio, 307 John Anderson Dr, stated she was the president of the Ormond Beach Arts District Board and reviewed her history with the community. She discussed the future of the city and the funding needed to keep it flourishing. She requested the Commission approve the millage increase.

Ms. Judith Stein, 166 Orchard Lane, reviewed why she moved to the city, explaining she was willing to pay more in taxes to maintain the high standards she expected from the city.

Mr. Keith Norden, 231 Riverside Drive Unit 909, Holly Hill, 32117, stated he was the president of Team Volusia Economic Development Corporation (EDC) and provided a handout with statistics from the program. He reviewed Team Volusia's role within the community.

Ms. Anna Hannon, 260 Amberwood Court, expressed support of funds for public safety and recreation. She voiced concerns of the increased millage, requesting the Commission look into cutting funds from other areas.

Mr. Michael Gentry, 10 Indian Springs Drive, stated he attended the Commission's budget workshop on August 19, 2025, noting he believed there was consensus from the Commission on the budget. He explained concerns regarding a decrease in the budget affecting the quality of life for the residents.

Ms. Candice Kealy, 4 Creeksbridge Court, discussed her history with the community and the proposed tax rate. She urged the Commissioners and Mayor to collaborate and pass the budget as presented. She voiced concerns with the State reviewing the budget and cutting funds where the citizens want funding.

Mr. Troy Railsback, 27 Indian Springs Drive, reviewed his history with city advisory boards and outside entities board meetings, encouraging all residents to attend. He expressed support for funding for first responders and leisure services. He stated the city had the lowest tax rate in the county when where funding was taken from and spent was considered.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2025-141, as read by title only.

Commissioner Briley thanked everyone for voicing their opinions on the budget. He discussed his history with the city. He noted the wants, needs, and sustainability of items in the budget. He explained he would not be in favor of cutting funds for recreational activities, first responders, and public works. He stated he wished the city could go to the rolled back

rate, noting increasing costs. He reviewed the millage rate compared to other local municipalities, noting the city was the second lowest in the county behind the City of Debary, which received taxes from the power plants and contracted out the police and fire. He explained there was not much fat in the budget to be able to trim. He stated the city was a quality city and the resident turnout was heartwarming.

Commissioner Tolland requested City Clerk, Susan Dauderis, read the memorandum from the City Attorney, Randy Hayes, which was included in the agenda packet; whereby, Ms. Dauderis read the first 3 pages of the memo before Commissioner Tolland explained that was enough. She explained the importance of reading the memorandum. She stated she was not willing to compromise the quality of life for the residents because of political maneuvering. She discussed her commitment to the community, police, fire, public works, and parks and recreation. She discussed the taxpayers' desires for recreational activities, noting the increased taxes the voters approved for Andy Romano Beachfront Park. She noted the importance of partnerships with community organizations. She explained the city received numerous awards for the budget and noted the city had consistently demonstrated fiscal responsibility. She stated she was open to discussing a limited number of items she felt comfortable differing in the budget.

Commissioner Sargent noted he would discuss a different night, a suggestion of having a time limit for Commission comments. He expressed concerns regarding misinformation in the media and the importance of transparency and trust. He encouraged the Commission to push back against the misinformation with honesty and openness to build trust within the community. He requested Finance Director, Kelly McGuire, clarify some of the misinformation. He questioned the 2024-2025 Fiscal Year budget; whereby, Ms. McGuire stated the budget was \$131,976,868. He requested clarification on the \$170,000,000 number for transparency; whereby, Ms. McGuire stated that number was shown on the transparency portal as the revised budget, noting it was not officially revised by the Commission until at the end of the fiscal year. She clarified the number existed due to prior year budgeted projects being completed in the current year and non-completed projects would be pushed to the next year. He stated the budget had not increased 90 percent; whereby, Ms. McGuire stated that was accurate. He discussed prior projects and contracts the Commission approved to show fiscal responsibility. He encouraged residents to bring ideas on how to lower the budget. He expressed support for a self-DOGE audit, expressing Home Rule concerns with having the State assist in reviewing the budget as suggested by residents.

Commissioner Deaton thanked the residents for speaking, the Budget Advisory Board, and staff for their work on the budget. She expressed support of the proposed millage agreed upon at the August 19, 2025, Commission workshop. She discussed her history with the city and advocated for the leisure services funding. She stated she would not run her term worried about re-election noting her support for the first responders' funds. She noted she would put the residents first when considering the budget. She expressed understanding of not wanting a tax increase, noting she could not find where to reduce funding to allow the city to further lower the tax rate. She requested suggestions from Mayor Leslie on how to lower the tax rate.

Mayor Leslie thanked the citizens who spoke on the budget. He explained he heard a statement that he wanted to cut youth sports, noting its inaccuracy, and discussed his childhood showing a trophy he received when he was young. He discussed the funds and past priorities of the youth recreational activities. He stated setting the budget was one of the most important responsibilities of the Commission, noting it was a challenging and complex process with how the city was set up. He stated he requested staff to look for ways

to reduce the millage after hearing residents say they had not seen that large of an increase before. He explained over the last several weeks he reviewed past and current budgets line-by-line, noting meaningful adjustments could be made for future budgets, including the auto-renewal contracts, reviewing the two Assistant City Manager roles, the use of outside legal counsel, vehicle leases, and insurance coverage options. He suggested the city look into Community Redevelopment Agency (CRA) funds to repay the general fund for the 56 North Beach Street purchase and projects. He discussed the parking fees that would be implemented at Andy Romano Beachfront Park, noting concerns about the free parking and lost revenue. He expressed support for recreational funding, noted the challenges were day-to-day operational costs, and suggested reducing the reliance on outside services that could be more affordable if completed in-house. He stated it was his first budget process, noting the challenges and importance of community input. He explained it was not about politics and would support the budget, encouraging the Commission to work together. He stated there was a job to do and to not focus on the next election.

Commissioner Sargent explained the budget was built on the Capital Improvement Projects and Strategic Plan the Commission worked on, compared to prior plans.

Ms. McGuire stated an amendment would be needed noting the proposed millage needed, to fund the revisions from the August 19, 2025, workshop, for the Fiscal Year 2025-2026 budget was 4.3867 mills. She explained the rate was 12.36 percent above the rolled back rate of 3.9042 mills and the proposed debt service millage was 0.0630 for the 2010 General Obligation Bond Sinking Fund.

Commissioner Tolland moved, seconded by Commissioner Deaton, for approval of Resolution No. 2025-141, as amended.

Commissioner Tolland thanked Mayor Leslie for his comments to help build trust for the Commission and residents, noting her skepticism.

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

Mayor Leslie asked the City Clerk to call the vote on the underlying motion.

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

Mayor Leslie stated the proposed operating millage rate was set at 4.3867 mills, noting it was 12.36 percent above the rolled back millage rate of 3.9042 mills.

City Clerk Susan C. Dauderis read by legal title only:

B. Adoption of Annual Budget for the 2025-2026 Fiscal Year

ORDINANCE NO. 2025-29: AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2025-2026 FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING

SEPTEMBER 30, 2026; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Deaton moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-29, on the first reading, as read by title only.

Commissioner Sargent thanked residents for attending the meeting, noting tax increases were never easy. He voiced his commitment to transparency and fiscal responsibility. He proposed an OB Life series on government finances to educate and a workshop to conduct a self-DOGE audit requesting the Budget Advisory Board be involved.

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

Mayor Leslie closed the Public Hearings and recessed the City Commission meeting at 9:29 p.m.

Mayor Leslie resumed the City Commission meeting at 9:38 p.m.

6. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & ON THE CONSENT AGENDA

Ms. Debbie Kruck-Forrester, 15 Brookwood Drive, invited the Commission to a 9-11 ceremony and walk, providing details and background on the event.

Ms. Jennifer Schwartz, 125 Coquina Drive, discussed her history with the city and voiced concerns regarding the political climate within the community. She explained her issues with Volusia County Schools and Osceola Elementary School upkeep and nearby park.

Commissioner Deaton inquired which park Ms. Schwartz was referring to; whereby, Ms. Schwartz stated there was no name and believed it was part of the school.

Commissioner Tolland stated she received Ms. Schwartz's email regarding the park and inquired if staff was working with Volusia County Schools regarding the upkeep; whereby, Ms. Schwartz explained Mayor Leslie forwarded her email to a representative with Volusia County Schools and had not heard back. Commissioner Tolland noted she forwarded Ms. Schwartz's email to a representative as well.

Commissioner Sargent indicated reasons like Ms. Schwartz's was why he was requesting all Volusia County School contracts be reviewed.

7. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - August 19, 2025

Mayor Leslie advised the minutes from the August 19, 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 Deaton moved, seconded by Commissioner Sargent, for approval of the August 19, 2025, City Commission meeting minutes.

Motion passed by voice vote.

8. CONSENT AGENDA

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

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of the Consent Agenda.

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

A. Ormond Beach Housing Authority Appointment

RESOLUTION NO. 2025-142: A RESOLUTION REAPPOINTING ALLEN HARRELL AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

B. Organizational Chart Amendment, Leisure Services Name Change

RESOLUTION NO. 2025-143: A RESOLUTION APPROVING AN AMENDMENT TO THE OFFICIAL ORGANIZATIONAL CHART OF THE CITY OF ORMOND BEACH BY AMENDING THE DEPARTMENT TITLE OF "LEISURE SERVICES" TO "PARKS AND RECREATION"; REPEALING ALL INCONSISTENT RESOLUTIONS OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

C. Authorization to accept settlements related to the national Opioid Litigation matter

RESOLUTION NO. 2025-145: A RESOLUTION AUTHORIZING THE EXECUTION OF SUBDIVISION PARTICIPATION FORMS, INCLUDING ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO, REGARDING SETTLEMENTS WITH ALVOGENT, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SANDOZ, INC., SUN PHARMA AND ZYDUS IN CONNECTION WITH THE NATIONAL OPIOID LITIGATION MATTER; AND SETTING FORTH AN EFFECTIVE DATE.

9. PUBLIC HEARINGS

Mayor Leslie opened the Public Hearings.

City Clerk Susan C. Dauderis read by legal title only:

A. Code of Ordinance Amendments, Leisure Services Name Change (Second Reading)

ORDINANCE NO. 2025-24: AN ORDINANCE AMENDING SECTION 2-83, OFFICES,

DEPARTMENTS/DIVISIONS AND HEADS ENUMERATED, OF ARTICLE V, DEPARTMENTS, OF CHAPTER 2, ADMINISTRATION; SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF DIVISION 2, ENUMERATED, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION; SECTION 2-222, WORKPLACE SAFETY PROGRAM, OF DIVISION 2, ENUMERATED, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION; SECTION 14-18, TRESPASS, OF ARTICLE I, IN GENERAL, OF CHAPTER 14, OFFENSES; SECTION 15-8, NUISANCES, OF ARTICLE I, OPERATION OF CITY PARKS AND RECREATION AND CULTURAL AREAS AND FACILITIES, OF CHAPTER 15, PARKS AND RECREATION; AND SECTION 17-9, PUBLIC USE OF STREETS AND SIDEWALKS, OF CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES TO AMEND THE TERM "LEISURE SERVICES" DEPARTMENT TO "PARKS AND RECREATION" DEPARTMENT, AND TO AMEND THE NAME OF THE "LEISURE SERVICES ADVISORY BOARD" TO THE "PARKS AND RECREATION ADVISORY BOARD"; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-24, on the second reading, as read by title only.

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

City Clerk Susan C. Dauderis read by legal title only:

B. Land Development Code Amendment, Leisure Services Name Change (Second Reading)

ORDINANCE NO. 2025-25: AN ORDINANCE AMENDING SUBSECTION (V), MOBILE FOOD DISPENSING VEHICLES, OF SECTION 2-50, ACCESSORY USES, OF ARTICLE III, GENERAL REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO AMEND THE TERM "LEISURE SERVICES DEPARTMENT" TO "PARKS AND RECREATION DEPARTMENT"; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Briley, to approve Ordinance No. 2025-25, on the second reading, as read by title only.

Mayor Leslie voiced support of the department name change.

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

City Clerk Susan C. Dauderis read by legal title only:

C. Land Development Code Amendment, Private Tattoo Studio (Second Reading)

ORDINANCE NO. 2025-26: AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-25, B-4, CENTRAL BUSINESS ZONING DISTRICT; AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO CREATE A PRIVATE TATTOO STUDIO USE DEFINITION AND CONDITIONAL USE CRITERIA, AND TO ALLOW THE PRIVATE TATTOO STUDIO USE AS A CONDITIONAL USE IN THE B-4, CENTRAL BUSINESS ZONING DISTRICT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-26, on the second reading, as read by title only.

Mr. Steven Spraker, Planning Director, explained based on Commission direction after the first reading of the ordinance, staff reached out to Ormond Beach MainStreet, noting their board of directors voted to approve the item with a six to two vote.

Mr. Anthony Conforti, applicant, thanked the Commission for their time and expressed his appreciation for the process.

Ms. Bobak expressed support of the proposed item with the set conditions, noting she believed the business would bring value to the area.

Commissioner Tolland and Commissioner Briley stated their position on the item had not changed, noting concerns with the conditions and potential future precedence it set. They thanked the applicant for following the city procedures and doing the right thing.

Commissioner Sargent explained his position had not changed with the stipulations in place.

Mayor Leslie stated he called local tattoo shops and looked at the archives for what the vision was for the downtown area. He indicated he would vote no on the item as the proposed tattoo studio did not match the intended vision of the downtown area. He informed the applicant he knew of a tattoo shop owner who would be willing to rent out space to him.

Commissioner Sargent reviewed the stipulations proposed, noting he had a hard time voting no on the item as no one would know the business was there.

Call Vote:	Commissioner Deaton	Yes
	Commissioner Briley	No
	Commissioner Tolland	No
	Commissioner Sargent	Yes
Carried.	Mayor Leslie	No

City Clerk Susan C. Dauderis read by legal title only:

D. Planned Business Development Amendment, Walmart (Second Reading)

ORDINANCE NO. 2025-27: AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF THE EIGHTH AMENDED DEVELOPMENT ORDER FOR THE "WALMART" PLANNED BUSINESS DEVELOPMENT APPROVING A BUILDING ADDITION OF APPROXIMATELY 5,101 SQUARE FEET FOR THE ONLINE GROCERY PICK-UP SERVICE AREA AND ASSOCIATED SITE IMPROVEMENTS; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-27, on the second reading, as read by title only.

Commissioner Tolland stated the agenda packet indicated the proposed landscaping complied with the new landscape requirements.

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

City Clerk Susan C. Dauderis read by legal title only:

E. Amendment to Water & Wastewater Rates

ORDINANCE NO. 2025-30: AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; 22-71, SERVICE CHARGE ESTABLISHED; 22-136, MINIMUM WATER RATES; AND 22-137, MINIMUM WASTEWATER RATES; OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING WATER AND SEWER RATES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Tolland moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-30, on the first reading, as read by title only.

Ms. McGuire explained the funds would be applied to capital projects, noting the increases would not impact anyone who stayed at the minimum water usage. She reviewed the rate increased every thousand gallons.

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

Mayor Leslie closed the Public Hearings.

10. FIRST READING OF ORDINANCES

City Clerk Susan C. Dauderis read by legal title only:

A. Amendment to Solid Waste Collection Rates

ORDINANCE NO. 2025-31: AN ORDINANCE AMENDING SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-31, on the first reading, as read by title only.

Ms. McGuire explained the rate increase was to cover the automatic Consumer Price Index (CPI) adjustment to the waste hauler and to make sure there was sufficient reserves for when there was a hurricane.

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

City Clerk Susan C. Dauderis read by legal title only:

B. Amendment to Stormwater Rates

ORDINANCE NO. 2025-32: AN ORDINANCE AMENDING SECTION 22-158, UTILITY FEE ESTABLISHED, OF DIVISION 2, RATES AND CHARGES, OF ARTICLE V, STORMWATER DRAINAGE UTILITY, OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING THE STORMWATER UTILITY FEE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-32, on the first reading, as read by title only.

Ms. McGuire explained the rate increase over the start of the next two fiscal years, noting the need for the increase was for stormwater projects.

Commissioner Tolland inquired if the city had higher rates in the past and why was it lowered; whereby, Ms. McGuire stated there was a higher rate of \$8.00 per month until 2018, when it was lowered to the current rate. Ms. McGuire explained the city was collecting more than needed to fund the stormwater system, noting it was appropriate to not collect the excess funds. She stated there were now several stormwater projects needed funding, noting with the increase the rate was one of the lowest in the county.

Commissioner Sargent inquired if the rate could increase by \$1.00 each year and request state appropriations; whereby, Ms. McGuire stated if that was the Commissions desire it could be done.

Commissioner Tolland suggested approving the proposed first year rate increase and seeing if the appropriations could be secured before approving the second year increase. She noted concerns with lack of funds if there was a major storm.

Commissioner Briley supported the proposed increase, noting the needed funds for stormwater projects and other projects.

Mr. Finley reviewed stormwater projects, noting staff was working to secure grant and state funds to assist.

Commissioner Deaton supported staff looking for state funds, noting support of the proposed increase for the city to be prepared for a hurricane and flooding.

Commissioner Tolland inquired if an amendment would be needed.

Commissioner Briley stated support of the item as presented as he did not see the need going away.

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

11. SECOND READING OF ORDINANCES

City Clerk Susan C. Dauderis read by legal title only:

A. Repeal of Plastic Straws Ordinance (Second Reading)

ORDINANCE NO. 2025-28: AN ORDINANCE AMENDING THE TITLE OF CHAPTER 11, HEALTH SANITATION, AND ENVIRONMENTAL PROTECTION; REPEALING ARTICLE II, ENVIRONMENTAL PROTECTION, OF CHAPTER 11, HEALTH, SANITATION, AND ENVIRONMENTAL PROTECTION OF THE CODE OF ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-28, on the second reading, as read by title only.

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

12. RESOLUTIONS

City Clerk Susan C. Dauderis read by legal title only:

A. RFP Award - Employee Benefits Broker of Record

RESOLUTION NO. 2025-134: A RESOLUTION ACCEPTING THE PROPOSAL OF BROWN & BROWN INSURANCE SERVICES, INC. REGARDING EMPLOYEE BENEFITS BROKER OF RECORD SERVICES; AUTHORIZING THE EXECUTION OF AN

AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS;
AND SETTING FORTH AN EFFECTIVE DATE. **(OPTION 1)**

Commissioner Tolland and Commissioner Sargent explained they would abstain from the vote due to conflicts of interest, submit their Form 8B to the City Clerk, and excused themselves from the dais.

Ms. Claire Whitley, Assistant City Manager, outlined potential options for the Commission, including awarding the bid to one of the two parties or rejecting all bids allowing staff to renegotiate the current contract to continue and explore the questions, ideas and concerns previously raised by the Commission.

Mr. Steve Farmer, Brown & Brown representative, thanked the Commission for their time and requested the Commission respect the bid process, noting Brown & Brown had the highest score and lowest fee.

Mr. Chris Tolland, Foundation Risk Partners (FRP) representative, expressed his appreciation for the Commission and staff for their time. He provided examples on how FRP saved the city money on liability insurance and provided examples on how FRP saved other municipalities' money when they switched to FRP as the broker. He discussed the city's current health insurance program, and provided solutions FRP could offer to save money, including Health Reimbursement Agreements (HRA) and self-funded insurance.

Mr. Hayes explained the proposals presented were a variation of what was submitted, and expressed concerns of the information falling outside of the parameters of the bid process. He stated if the Commission wanted to explore alternative insurance options, the best option would be to reject the bids to allow staff to renegotiate and extend the current broker agreement and review a variety of options.

Mayor Leslie inquired if the existing contract allowed for an extension; whereby, Mr. Hayes stated the existing contract with the existing broker was allowed.

Commissioner Deaton asked if the Commission was allowed to ask questions; whereby, Mr. Hayes stated questions were allowed but to be careful to not change the scope of the Request for Proposals (RFP) issued.

Mayor Leslie clarified the three options, noting the broker agreement would be sent out for RFP for new proposals; whereby, Mr. Hayes stated that was correct.

Commissioner Deaton inquired about the timeline for the new RFP; whereby, Mr. Hayes stated it would depend on what was negotiated as the extension, noting it would be under the City Manager's spending limit. He explained it would allow for staff to review other alternatives over a course of time. She asked what the fee would be if the bids were rejected; whereby, Mr. Hayes explained that would be discussed during the contract extension negotiations but would be under the City Manager's spending limit.

Mr. Johnathan Jallad, FRP representative, questioned if the information presented by Mr. Tolland changed the RFP scope, explaining he was under the impression FRP was invited to provide further details on creative options.

Mr. Hayes explained the handout was new information that staff did not review prior to the meeting.

Mayor Leslie inquired when the existing contract expired; whereby, Ms. Whitley explained the contract expired around September 29, 2025, and the city was now behind on renewing the insurance coverage. He reviewed all three options again and discussed the extension negotiations.

Mr. Jallad clarified the supplemental information was submitted to staff and the handout was further information to outline the creativity FRP could provide.

Commissioner Briley asked Mr. Hayes for advice on the item.

Mr. Hayes stated there were two proposals from two companies and both proposals were evaluated by the evaluation committee based on the RFP for similar coverage. He explained if the desire was to review other alternative coverage approaches, then the Commission could reject the bids to allow staff to review those alternatives and renegotiate the current broker contract.

Commissioner Deaton stated she would like to allow time for staff to review all options for insurance to see what would be viable in the future, requesting staff try to reduce the fee from the 3 percent commission fee while negotiating the contract extension.

Commissioner Briley discussed the handout and questions he had, noting he would need Brown & Brown to provide further documentation, which time did not allow.

Commissioner Deaton inquired about the length of the contract extension; whereby, Mr. Hayes stated it was dependent upon what could be negotiated.

Ms. Whitley stated it would depend on what could be negotiated within the City Manager's spending limits.

Mr. Jallad requested education on the RFP process; whereby, Mr. Hayes explained on bids generally the lowest bid, noting other factors that determine the scores. He explained with RFPs the services to be provided on the broker RFP had equal services and qualifications, explaining if alternative options were desired, all companies should be afforded the opportunity to respond.

Commissioner Deaton inquired if a motion could be made to immediately send the item back out for an RFP; whereby, Mr. Hayes stated the motion should be to reject all bids, direct staff to renegotiate the current broker contract, and the Commission could then allow time for staff to review other options to create a new RFP based during the extended contract.

Ms. Whitley explained the extended contract timeline would allow staff to work with the Commission in a workshop setting to allow for the Commission to help guide staff on how they would like to see it set up.

Commissioner Briley confirmed there was one workshop prior, and requested staff allow for two workshops prior to a Commission meeting in the future.

Commissioner Deaton agreed with Commissioner Briley and requested the prior Commission workshops related to healthcare be sent to her for review.

Commissioner Briley and Commissioner Deaton requested grading sheets also be provided.

Commissioner Briley moved, seconded by Commissioner Deaton, to reject the bids of Resolution No. 2025-134.

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

RESOLUTION NO. 2025-134: A RESOLUTION ACCEPTING THE PROPOSAL OF FOUNDATION RISK PARTNERS CORP. REGARDING EMPLOYEE BENEFITS BROKER OF RECORD SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE. **(OPTION 2)**

13. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, and Requests

Ms. Shanahan provided details on upcoming meetings, workshops, events, and updates on city projects.

Ms. Whitley thanked staff for their work on making the meeting accessible to listeners online.

Commissioner Sargent thanked staff for their work on the budget, noting education for residents was key. He stated the importance of carefully looking into the auto-renewing contracts, noting concerns of potential price increases if they were bid out.

Commissioner Deaton discussed upcoming events and inquired when the Commission's annual travel schedule would be brought for approval; whereby, Ms. Shanahan stated it was generally at the first meeting in October. Commissioner Deaton suggested one or two Commissioners attend the conferences to save money and have the Commissioners who do attend bring back notes to share.

Ms. Shanahan stated she would share the travel schedule with the Commissioners for their review prior to the agenda item to allow for schedule reviews.

Commissioner Briley stated a resident requested a city audit of the Florida Power & Light (FP&L) streetlights the city paid for as many were not working. He inquired if businesses who changed their parking lots to allow for reserved parking, for things like pickup, still met their parking requirements; whereby, Mr. Spraker stated staff could look into it.

Commissioner Tolland thanked staff for their work on the budget and residents who spoke. She agreed with Commissioner Deaton, noting the staggering of Commissioners who attend conferences was a great idea. She discussed events she attended, noting she would bring a report back at the next meeting.

Mayor Leslie thanked the residents who spoke, noting the city's organizational chart, where the residents were at the top and discussed upcoming events.

14. ADJOURNMENT

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Tolland Loretta Riehl		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City of Ormond Beach, Commissioner	
MAILING ADDRESS 5 Broadview Rd		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
CITY Ormond Beach	COUNTY FL Volusia	NAME OF POLITICAL SUBDIVISION: Commissioner Zone 1, Deputy Mayor	
DATE ON WHICH VOTE OCCURRED Sept 3 2025		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTEE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Loretta Tolland, hereby disclose that on Sept 3, 2025:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☒ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

My son works for a company that has submitted
a Request for Proposal (RFP).

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Sept 3, 2025
Date Filed

Loretta Tolland
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>SARGENT - TRAVIS - Craig</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Commission</i>	
MAILING ADDRESS <i>406 N. Beach St.</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
CITY <i>Ormond Beach</i>	COUNTY <i>Volusia</i>	NAME OF POLITICAL SUBDIVISION: <i>City Commission</i>	
DATE ON WHICH VOTE OCCURRED <i>9/3/25</i>		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

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- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Trans Sargent, hereby disclose that on Aug Sept. 3, 20 25:

(a) A measure came or will come before my agency which (check one or more)

☐ inured to my special private gain or loss;

☒ inured to the special gain or loss of my business associate, Franklin Risk Partners.;

☐ inured to the special gain or loss of my relative, _____;

☐ inured to the special gain or loss of _____, by whom I am retained; or

☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

9/3/25
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Mayor Leslie adjourned the meeting at 10:59 PM.

APPROVED: September 17, 2025

BY:

Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	7.A.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Parks and Recreation - Fee Schedule 2025-2026		
Recommended Action	Staff recommends approval and authorization of the proposed changes to the fee schedule for Parks and Recreation.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Leisure Services Robert Carolin, Leisure Services Director		

Summary

Annually, the Parks and Recreation (formerly Leisure Service) fee schedule is increased by 3% to reflect rising costs in providing these services. For FY 2025-26, staff is recommending forgoing this increase except for two additions to the schedule as noted below:

- Pre-set up fee for non-profit/profit community events at the Casements which will be utilized in the event a vendor requests additional set-up time, beyond that provided for in the rental agreement.
- Implement a per hour fee for tournaments held at stadium fields requiring rental periods in excess of 8 hours.

These options provide additional flexibility for individuals and organizations utilizing City facilities and ensures appropriate fee structures are in place to accommodate those requests.

The City is dedicated to ensuring access to leisure activities for all residents. Ormond Beach families requiring financial assistance are encouraged to apply for scholarship opportunities offered by the City for those that receive Medicaid or SNAP benefits. For those who do not qualify for scholarships, assistance may be available through Friends of Recreation, a non-profit organization that may help provide part or all of the associated fees.

Financial Impact

These fees have a minimal impact on the overall budget.

Citizen Impact

The proposed changes to the fee schedule ensure the City continues to deliver top-quality services and programs accessible to all citizens.

Attachments

1. 25-144 Fee Schedule increase (P25-0120G)
2. Fee Schedule FY 2025-26

RESOLUTION NO. 2025-144

A RESOLUTION APPROVING AND AUTHORIZING REVISIONS TO THE CITY'S FEE SCHEDULE FOR CULTURAL AND RECREATIONAL PROGRAMS AND FACILITIES OPERATED BY THE PARKS AND RECREATION DEPARTMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 91-82 the City Commission adopted a "Fee Schedule" for the various cultural and recreational programs and facilities coordinated and operated by the Parks and Recreation Department which has subsequently been revised, and

WHEREAS, the City's professional staff has reviewed, and recommends approval of, the proposed Fee Schedule which has been updated to reflect revisions such as adding a pre-set up fee for community events at the Casements, and adding a fee for tournaments at stadium fields lasting longer than eight hours; and

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

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

SECTION ONE. The City Commission hereby approves and authorizes the aforementioned revisions to the City's Fee Schedule for various cultural and recreational programs and facilities. A copy of said Fee Schedule is attached hereto and incorporated herein by reference.

SECTION TWO. The City Commission hereby ratifies and affirms all actions taken in furtherance of establishing and amending the cultural and recreational fee schedules.

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

APPROVED AND AUTHENTICATED, this 17th day of September, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**CITY OF ORMOND BEACH
PARKS & RECREATION DEPARTMENT**

**Fee Schedule
2025-2026**

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DEFINITIONS/CLARIFICATIONS FOR PURPOSES OF FEE SCHEDULE

Information provided below applies to all classes, programs, events, activities, rentals within the Parks & Recreation Department fee schedule, unless otherwise stated in fee schedule.

“RESIDENT” DEFINED. Proof of residency must be supplied at time of registration in order to receive resident rates/benefits.

- one who has a domicile or permanent residence within the City limits of Ormond Beach,
- a person who is permanently inhabiting quarters within the City limits of Ormond Beach,
- a person who owns real property within the City limits of Ormond Beach,
- a person who owns and operates a business (with a valid occupational license) physically located within the City limits of Ormond Beach,
- a person who is employed by the City of Ormond Beach.
- for purposes of programs, rentals and activities at The Casements and Rockefeller Gardens, the Nova Skate Park and Tennis Courts, Central Park, Andy Romano Beachfront Park, Environmental Discovery Center and the Sports Complex, a resident shall include a person who maintains his or her domicile or permanent residence in any of the incorporated municipalities within Volusia County or the unincorporated area of Volusia County, who operates a business in any of the incorporated municipalities within Volusia County or Volusia County or is employed by any municipality within Volusia County or by the County of Volusia. This is due to Volusia unincorporated area of ECHO grant funding that was provided for these locations.
- all other persons shall be classified as non-residents.

"SCHOLARSHIP CREDIT (FEE WAIVER)" DEFINED. A partial or full fee waiver given to resident participants who cannot afford the full cost of certain programs. They must meet certain scholarship eligibility requirements (provide current State of Florida letter verifying food stamp or Medicaid eligibility for child, or letter from school indicating eligibility for free lunch program.)

“NON-RESIDENT FEE”: A non-resident shall pay 50% more than the resident fee or shall pay the non-resident rate if shown, as applicable. This applies to all fees shown in this fee schedule.

"FACILITY FEE": 10% is added to all "base" fees in the Parks & Recreation Department; (i.e., program, classes, rentals, etc.). The fees shown in this updated schedule do include the 10% facility fee.

“FACILITY CAP”: On programs or activities that can only handle a certain number of participants, residents will be accepted before nonresidents can be added to the program unless the program is co-sponsored by another agency, i.e., Volusia County.

"CENTER ACTIVITY CARDS": Cards are issued to those who wish to participate in center activities at a recreation center where there is no program or class charge or class charge (i.e., free play basketball in gymnasium, game room activities). These cards are used at Nova Community Center and South Ormond Neighborhood Center or class charge (i.e., free play basketball in gymnasium, game room activities). These cards are used at Nova Community Center and South Ormond Neighborhood Center only.

"DAILY PASSES": In lieu of Center Activity Card, daily passes are offered for short term participation at the Nova Community Center and the South Ormond Neighborhood Center.

"NON-PROFIT": "Non-profit" groups shall pay 50% less than "For profit" groups or shall pay the non-profit rate as shown, if applicable. Staff fees, overtime, utility charges, field lights, cleaning, other extra fees are not included in non-profit discounted fees. In order to qualify for the reduced fee, the entity must submit a non-profit status certificate; i.e., 501(c)(3) status certificate.

"SALES TAX": FL State Sales Tax is required on rentals. Sales tax exempt certificate required for tax exemption.

CLASSES/PROGRAMS/EVENTS/FACILITY RENTALS

Note: Any classes, programs, events, facility rentals shown in this schedule are indicative of the Parks & Recreation Department offerings and may be added to or deleted as necessary with the approval of the Parks & Recreation Director. Material and supplies may be an added fee, based on program requirements.

"Volunteer Instructor-run Classes": These classes are offered through the use of volunteer instructors. No class fee is charged to the participants.

"Room Rental to Class Instructors": The instructor will collect payment directly from the student and the City will receive a room rental fee from the instructor equivalent to 30% of the revenue collected plus 10% facility fee or the instructor may elect to pay the room rental shown in this fee schedule. There will be a minimum utility surcharge to the instructor depending on the total number of hours used, on a per program basis.

"Department-run Classes, Clinics": Class fees are established by the Coordinator in charge. Nonresident fees are 50% additional.

"Department-run Youth Sports": Youth Volleyball, Basketball Training League, Flag Football, Girl's Basketball, Summer Sports Clinics and other youth sports. Fee established by Athletics Supervisor.

"Department-run Adult Sports": Adult Coed Softball, Adult CoedVolleyball, Men's Basketball League, Men's Softball, Men's Baseball and other adult sports. Fee established by Athletics Supervisor.

"Parent Sponsored Youth Sports": Ormond Beach Youth Baseball/Softball Association; Ormond Beach Youth Soccer Club; Ormond Beach Youth Basketball Association: Ormond Beach Youth Football and Cheerleading Association, Inc.; Associations have the option and Ormond Beach Pride, Inc. "Base" fees are determined by each Association. to do their own registration or to have Parks & Recreation do the registration. Either way, per lease agreement with associations, fees collected are shared between City and Association as follows:

Association:	Base fee (as determined by Association)
City:	10% Facility fee (10% of fee charged to participant)
City:	Nonresident fee (50% additional which is charged to nonresidents only)
City:	If Dept. does the registration, a per participant registration fee of \$2.50 per child is paid to City by Association.

FEES TO BE INCREASED 3% ANNUALLY, WITH CITY COMMISSION APPROVAL, UNLESS OTHERWISE NOTED.

*Please note: Fees in this document have been rounded up to the nearest dollar.

AMES GROUNDS:			
AMES GROUNDS:	F/Y 23/24	F/Y 24/25	F/Y 25/26
(i.e., weddings, social gathering - no food) Reservations Required Up to 4 Hours	\$116	\$119	\$119
ANDY ROMANO BEACHFRONT PARK			
Pavilion is used on a first come, first served basis unless reservations are made. If electricity is available, it will be charged at the rate of \$40	F/Y 23/24	F/Y 24/25	F/Y 25/26
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
All Volusia County Residents (due to ECHO Grant) Up to four hours	\$116	\$119	\$119
Non-Volusia Co. Residents Up to four hours	\$260	\$268	\$268
BAILEY RIVERBRIDGE MEETING HALL AND GARDENS			
Security Deposit: \$100 refundable due at time of reservation of date.	F/Y 23/24	F/Y 24/25	F/Y 25/26
MEETING HALL:			
Utilities are \$25 per day	\$26-\$47	\$26-\$47	\$26-\$47
Rental rates are in two-hour increments (Resident)	\$102	\$105	\$105
There is a set up fee which includes use of available equipment (tables & chairs)			
(Small - up to 50 people) per hour	\$33	\$34	\$34
(Large - over 50 people) per hour	\$45	\$46	\$46
BAILEY RIVERBRIDGE GROUNDS: (i.e., weddings, social gatherings - no food on grounds)			
Residents Per hour	\$82	\$84	\$84
SOCIAL EVENT PERMIT FEE			
A non-refundable fee-is required for social event where beer, wine or champagne is served.(Additional permits, insurance and fees may apply in accordance with State regulations.)	\$150	\$150	\$150
BIRTHPLACE OF SPEED PARK PAVILION			
(i.e., weddings, social gatherings, food allowed) If electricity is available, it will be charged at the rate of \$40	F/Y 23/24	F/Y 24/25	F/Y 25/26
Pavilion is used on a first come, first served basis unless reservations are made.			
Residents Up to four hours	\$116	\$119	\$119
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
CASEMENTS - CLASSES, PROGRAMS, CENTER EVENTS			
CLASSES/PROGRAMS:	F/Y 23/24	F/Y 24/25	F/Y 25/26
Scholarships are not available at The Casements.			
Teacher Duty Day Programs Per Day	\$51	\$53	\$53
CASEMENTS CULTURAL EVENTS, ACTIVITY, AND PROGRAM FEES			
Admission fees may vary from \$0 to \$100 depending on event			
Applicable to Casements Activity Programs only			
FOR PROFIT GROUPS			
Arts & Crafts	\$78	\$80	\$80
Arts & Crafts - Deposits	\$38	\$39	\$39
Food Vendors	\$154	\$159	\$159
Food Vendors 70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)	70/30 split	70/30 split	70/30 split
Food Vendors - Deposits	\$72	\$74	\$74
Exhibitors (No sales) - Deposits	\$37	\$38	\$38
Exhibitors (No sales) - Space	\$55	\$57	\$57
Gallery Exhibits - Small	\$109	\$112	\$112
Gallery Exhibits/Opening Receptions	\$194	\$200	\$200
Literary Book Signings/Readings	\$40	\$41	\$41
NON-PROFIT GROUPS			
Arts & Crafts	\$37	\$38	\$38
Arts & Crafts - Deposits	\$23	\$24	\$24

CASEMENTS - CLASSES, PROGRAMS, CENTER EVENTS (continued.)			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
Food Vendors	\$78	\$80	\$80
Food Vendors 70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)	70/30 split	70/30 split	70/30 split
Food Vendors - Deposits	\$37	\$38	\$38
Exhibitors (No sales) - Deposits	\$23	\$24	\$24
Exhibitors (No sales) - Space	\$32	\$33	\$33
Gallery Exhibits - Small	\$56	\$58	\$58
Gallery Exhibits/Opening Receptions	\$102	\$105	\$105
Literary Book Signings/Readings	\$24	\$25	\$25
CASEMENTS - FACILITY RENTALS			
Utilities are \$25 per day	F/Y 23/24	F/Y 24/25	F/Y 25/26
Clubs/Group Meetings Fees - Will be assessed either an hourly fee, weekly, monthly or yearly fee based on the type of usage in addition to the utility fee with additional fees for room set up.	\$26-\$47	\$26-\$47	\$26-\$47
Casements Building:			
Rental rates are for a period of up to 4 consecutive hours.			
Rent charged by room and/or by floor and is due 72 hours (three days) prior to the reserved date			
A \$250 deposit will be required on facility rentals			
During Non-Operating Hours:			
Entire first floor area, which includes kitchen and gallery, studio and atrium.	\$885	\$912	\$912
During Operating Hours:			
Atrium only	\$173	\$178	\$178
Gallery only	\$227	\$234	\$234
Gallery and kitchen	\$336	\$346	\$346
Dance Studio only	\$116	\$119	\$119
Classrooms	\$70	\$72	\$72
Kitchen	\$116	\$119	\$119
Gallery Exhibits - Small	\$109	\$112	\$112
Gallery Exhibits/Opening Receptions	\$194	\$200	\$200
Literary Book Signings/Readings	\$40	\$41	\$41
Notes:			
There is a set-up fee which includes use of allowable equipment explained below and a record of these fees will be made a part of the lease.			
Small (up to fifty (50) people)	\$75	\$75	\$75
Large (over fifty-one (51) people)	\$125	\$125	\$125
Available kitchen equipment for use is: refrigerator, sinks, stove, oven, dishwasher, microwave. Not available are any of the china/dish sets, glassware or silver sets, or silver serving pieces, tablecloths, party-ware, plastic serving pieces and miscellaneous kitchen utensils.			
The renter is expected to pay for house personnel for monitoring the building. The number of personnel required will be determined by the Director. This is applicable if the renter will be occupying the building after normal working hours.			
Staff Fee: A member of the staff must be on the premises at all times.			
Minimum staff fee is (up to four (4) hours).	\$116	\$119	\$119
If the rental agreement reflects more than four (4) hours, the rate is per hour.	\$33	\$34	\$34
SOCIAL EVENT PERMIT FEE			
A non-refundable fee is required for social event where beer, wine or champagne is served.	\$150	\$150	\$150
(Additional permits, insurance and fees may apply in accordance with State regulations.)			

CASEMENTS NORTH LAWN and ROCKEFELLER GARDENS			
Event fees are based on size, venue and duration of rental, city, state and health-related permits and insurance requirements for public and private events, city ordinances and state laws as they apply.			
The permitting authority shall consider all of the following criteria in granting, denying and conditioning a permit.			
Expected attendance, venue, time of day, adjacency of venue to other properties and events, profit/nonprofit functions, ticket & gate admission functions, safety and security of attendees, supervision liability for Non-Commercial Private Events; Commercial Community Events; Non-profit/For Profit.			
Rental fees are per four-hour block of time with additional hourly charges where applicable to include event setup and post teardown.			
Rental rates do not include fees for support staff (stage, audio, lighting technicians or police, fire, medical).			
Food, beverage & promotion of specific merchandise sales are permitted and subcontracted under the individual or organization renting the facility. Vendors are subject to insurance and health requirements.			
If admission is to be charged to an event, an additional 15% payment from the gate, vendors and/or concession proceeds may be assessed in addition to the fees charged for the use of the facility and grounds.			
Utility fees for water and electrical usage will vary based on hourly usage for vending and activities and stage and entertainment usage.			
Large events will require approval by the City Manager or designee.			
NON-COMMERCIAL PRIVATE EVENTS Up to 4 Hours	F/Y 23/24	F/Y 24/25	F/Y 25/26
North Lawn and/or Gazebo, Porte Cochere	\$194	\$200	\$200
Parking Lot	\$155	\$160	\$160
South Garden	\$467	\$481	\$481
Central Garden	\$504	\$519	\$519
North Garden	\$453	\$467	\$467
West River - Open Green Space	\$78	\$80	\$80
Bridge Underpass Plaza	\$78	\$80	\$80
Stage Pavilion	\$624	\$643	\$643
Wedding Terrace Plaza	\$390	\$402	\$402
South Garden Fountain/Picnic Area	\$56	\$58	\$58
Application Fee - SET FEE *DNC	\$25	\$25	\$25
Deposits (Refundable)	\$250	\$250	\$250
Cancellation Fee (Nonrefundable)	\$0	\$0	\$0
COMMERCIAL EVENTS; COMMUNITY EVENTS			
Up to 4 hours For-Profit	\$3,103	\$3,196	\$3,196
4 to 12 hours For-Profit	\$6,207	\$6,393	\$6,393
Application Fee - SET FEE *DNC	\$25	\$25	\$25
Deposits (Refundable)	\$1,000	\$1,000	\$1,000
Pre-Setup For-Profit (8 hours)			\$824
Pre-Setup Non-Profit (8 hours)			\$412
Cancellation Fee (Nonrefundable)	\$0	\$0	\$0
CENTRAL PARK			
Pavilions (i.e., social gatherings, picnics) If electricity is available, it will be charged at the rate of \$40.	F/Y 23/24	F/Y 24/25	F/Y 25/26
Pavilion is used on a first come, first served basis unless reservations are made.			
All Volusia County Residents (due to ECHO Grant) Up to 4 hours	\$84	\$87	\$87
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
COMMUNITY EVENTS			
Program Fees, Admission Fees, Event Fees will vary based on venue, size, and attendance.	F/Y 23/24	F/Y 24/25	F/Y 25/26
Non-commercial Private Events; Commercial Community Events			
Festival Vendor Fees:			
Arts and Crafts			
For Profit Deposit \$50	\$98-\$190	\$98-\$190	\$98-\$190
Non-Profit Deposit \$25	\$52-\$99	\$52-\$99	\$52-\$99
Food Vendors			
For Profit Deposit \$100	\$230-\$334	\$230-\$334	\$230-\$334
Non-Profit Deposit \$50	\$119-\$171	\$119-\$171	\$119-\$171

COMMUNITY EVENTS (continued.)			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)	70/30 split	70/30 split	70/30 split
Exhibitor - No Sales			
For Profit Deposit \$50	\$98-\$190	\$98-\$190	\$98-\$190
Non-Profit Deposit \$25	\$52-\$99	\$52-\$99	\$52-\$99
Specialty Vendors			
Game Merchant			
For Profit Deposit \$100	\$381	\$392	\$404
Non-Profit Deposit \$50	\$196	\$202	\$202
Amusements/Inflatables - Fees will be reviewed based on extension of venues.			
Mayor's Health & Fitness	\$36-\$72	\$37-\$74	\$37-\$74
ENVIRONMENTAL DISCOVERY CENTER (EDC)			
CLASSES/PROGRAMS:	F/Y 23/24	F/Y 24/25	F/Y 25/26
Enviro-Camp Per Session (8 weeks) Price per Week, Supplies may be additional	\$122	\$126	\$126
Scholarships for camp are available through the Joyce Ebbets Scholarship Program			
CLASSROOM RENTALS: Utilities are \$25 per day	\$26-\$47	\$26-\$47	\$26-\$47
Refundable Deposit	\$81	\$83	\$85
Volusia Co. Nonprofit group (cont meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t & nonprofit cert required)	\$60	\$62	\$62
Volusia Co. Nonprofit group (1 time) up to 2 hours (s/t & nonprofit cert required)	\$33	\$34	\$34
Non-Volusia Co. Nonprofit group (cont meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t & nonprofit cert required)	\$93	\$96	\$96
Non-Volusia Co. Nonprofit group (1 time) up to 2 hours (s/t & nonprofit cert required)	\$46	\$47	\$47
Volusia Co. Group/Business (continuous meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t	\$121	\$125	\$125
Volusia Co. Group/Business (1 time) up to 2 hours, plus s/t	\$65	\$67	\$67
Non-Volusia Co. Group/Business (continuous meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t	\$182	\$187	\$187
Non-Volusia Co. Group/Business (1 time) up to 2 hours, plus s/t	\$97	\$100	\$100
Additional staff (overtime, other than normal work hours, etc) Hourly rate	\$44	\$45	\$45
Additional Set Up, if applicable, per meeting	\$32	\$33	\$33
COMMUNITY GARDEN PLOT			
Resident Fee	\$20	\$20	\$25
GROUP FIELD TRIPS			
Group field trips are to be scheduled in advance. Groups larger than 10 people require a facility use agreement			
Schools and Scout groups: \$3.00 per student. For every 10 students, one teacher or chaperon is free.			
Additional adults & family members are \$6.00 each. Rentals are in 2-hour blocks.			
Adult Groups: \$3.00 per person. Rentals are in 2-hour blocks.			
EDC Grounds: (i.e., weddings, social gatherings)			
Volusia Co. Residents Per hour	\$83	\$85	\$85
Non-Volusia Co. Residents Per hour	\$126	\$130	\$130
FIELD RENTAL - ATHLETIC FIELDS (EXCLUDES CHAMPIONSHIP FIELD #7)			
ORMOND BEACH SPORTS COMPLEX, NOVA COMMUNITY PARK COMPLEX, SO. ORMOND NEIGHBORHOOD CENTER	F/Y 23/24	F/Y 24/25	F/Y 25/26
ALL SPORTS			
Permit required.			
Non-refundable Deposit required on all field rentals	\$250	\$250	\$250
A multi-day discount for field rental rates (excluding lights, extra marking, overtime, restroom cleaning, extra services) for consecutive day rentals will be applied as follows: 2 nd day 20%; 3 rd day 25%; 4 th day and after 30% discount.			

FIELD RENTAL - ATHLETIC FIELDS (EXCLUDES CHAMPIONSHIP FIELD #7) (continued.)			
Rental of the Sports Complex in it's entirety for Events, Races & Etc. Per Day, not to exceed 12 hours.(6 month's advance notice required) For-Profit		\$5,000	\$5,000
Rental of the Sports Complex in it's entirety for Events, Races & Etc. Per day, not to exceed 12 hours. (6 month's advance notice required) Non-Profit		\$2,500	\$2,500
*includes the playground and restroom facilities but not the athletic fields			
<i>Nonresident Teams and Colleges:</i>	<i>F/Y 23/24</i>	<i>F/Y 24/25</i>	<i>F/Y 25/26</i>
Practice - per 3 hours	\$171	\$176	\$176
Practice - additional hours over 3 hrs - Per hour	\$63	\$65	\$65
Games - single each	\$226	\$233	\$233
Games - doubleheader (2 games)	\$351	\$362	\$362
Extra marking - Billed per man hour	\$46	\$47	\$47
Lights - per each game/practice	\$95	\$98	\$98
<i>High Schools: (Rates may not apply to school(s) with lease agreements)</i>			
Practice - per 3 hours	\$116	\$119	\$119
Practice - additional hours over 3 hrs - Per hour	\$40	\$41	\$41
Games - single each including pre-game marking	\$163	\$168	\$168
Games - doubleheader (2 games)	\$281	\$289	\$289
Doubleheader marking: Billed per man hour	\$46	\$47	\$47
Lights - Per each game/practice	\$95	\$98	\$98
<i>City Co-Sponsored Youth Teams from Ormond Beach (OBYBSA, etc.):</i>			
Practices	No Charge	No Charge	No Charge
Games each	No Charge	No Charge	No Charge
Association Sponsored Clinics - No more than one clinic per season	No Charge	No Charge	No Charge
<i>Other Governmental Agency Groups: same as High Schools above</i>			
<i>Ormond Beach Business/Residents/Not for Profit Organizations</i>			
Games/Practices Per Hour	\$40	\$41	\$41
Lights - Add per each game/practice	\$94	\$97	\$97
Marking per hour	\$56	\$58	\$58
Extra marking - Billed per man hour	\$46	\$47	\$47
<i>Locker Room Use (OB Sports Complex at Wendelstedt Fields) Add per day</i>	\$71	\$73	\$73
<i>Rental of Fields for Camps, Clinics: All administration/registration for these camps will be handled by the renting party.</i>			
1 Day - Rental Charge (up to 4 hours per day) - per day per field	\$171	\$176	\$176
1 Day - Rental Charge (Minimum 4 hours per day)- per day per field	\$234	\$241	\$241
Lights - Add per session per field	\$95	\$98	\$98
Extra marking - Billed per man hour	\$46	\$47	\$47
<i>Tournament Play</i>			
Temporary Fencing			
Ballfield 200'	\$2,060	\$2,122	\$2,122
Ballfield 300'	\$2,884	\$2,971	\$2,971
Stadium Fields- Tournament - Per Field, Per Day (up to 8 hours per day)	\$269	\$277	\$356
Stadium Fields - Tournament - Additional hours (over 8 hours - per hour)	\$38	\$39	\$50
Field Maintenance Overtime - Billed per man hour	\$45	\$46	\$46
Restroom Cleaning - Per service, plus supplies	\$46	\$47	\$47
Add for Lights - Per game/practice	\$92	\$95	\$95
PRESS BOX @ Rick Boehm Girls' Softball Field			
in addition to field rental			
Press box - Up to 4 hours, per day	\$149	\$153	\$153
Press box - Additional hours - per hour	\$37	\$38	\$38
SOCCER, FOOTBALL, LACROSSE, RUGBY			
Non-refundable Deposit required on all field rentals	\$250	\$250	\$250
A multi-day discount for field rental rates (excluding lights, extra marking, overtime, restroom cleaning, extra services) for consecutive day rentals will be applied as follows: 2 nd day 20%; 3 rd day 25%; 4 th day and after 30% discount.			

FIELD RENTAL - ATHLETIC FIELDS (continued.)			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
Field Rental - all users (other than recreational parent-run sports) up to 4 hrs	\$599	\$617	\$617
Field Rental - all users (other than recreational parent-run sports) up to 8 hrs	\$857	\$883	\$883
Field Rental - Additional hours over 8 hours - per hour	\$105	\$108	\$108
Lights - Per night	\$195	\$201	\$201
PRESS BOX @ OB Sports Complex Championship Field #7			
in addition to field rental			
Press box - Up to 4 hours, per day	\$149	\$153	\$153
Press box - Additional hours - per hour	\$37	\$38	\$38
GREG SMITH FIELD HOUSE @ OB Sports Complex			
City Co-Sponsored Youth Groups:			
<i>Pre-scheduled use pending availability and at discretion of Parks & Recreation Director or appointee.</i>			
Field House Rental - up to 4 hrs per day	\$250	\$258	\$258
Field House Rental - 4 to 8 hrs per day	\$507	\$522	\$522
Field House Rental - over 8 hrs add per hour	\$64	\$66	\$66
Lessee is responsible for restroom cleaning and/or field house cleaning - per cleaning	\$47	\$48	\$48
Security Deposit - Refundable	\$500	\$500	\$500
FIELD #7 RENTAL PACKAGE			
Includes up to 4 hours rental for Champion Field #7, Pressbox, Scoreboard & Greg Smith Field House	\$860	\$886	\$886
Includes up to 8 hours rental for Champion Field #7, Pressbox, Scoreboard & Greg Smith Field House	\$1,520	\$1,566	\$1,566
Not included: Lights per Night ADD	\$194	\$200	\$200
Not included: Restroom and/or field house cleaning, per cleaning ADD	\$47	\$48	\$48
Refundable Security Deposit for Greg Smith Field House ADD	\$500	\$500	\$500
FORTUNATO PARK			
FORTUNATO GROUNDS			
Commercial Use/Events Park is rented in 4 hour increments Resident	\$918	\$946	\$946
Non-commercial Private Events Park is rented in 4 hour increments Resident	\$623	\$642	\$642
NOVA COMMUNITY CENTER - ACTIVITIES			
Center Activity Cards			
Residents - Free			
Single - Per person per year	\$70	\$72	\$72
Family - Per family per year	\$173	\$178	\$178
Sr. Citizen - Per person per year	\$46	\$47	\$47
DAILY PASS			
Nonresidents pay per pass *Not increased annually	\$4	\$4	\$4
CLASSES/PROGRAMS			
Classes/programs may be added/deleted as needed.			
NOVA COMMUNITY PARK - COURT RENTALS			
NOTE: This is an open free play facility. If reservations are requested, courts must be reserved in advance.	F/Y 23/24	F/Y 24/25	F/Y 25/26
TENNIS COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:			
Reservation Rates			
Resident Group: per court, per hour	\$26	\$27	\$27

NOVA COMMUNITY PARK - COURT RENTALS (continued.)			
Resident Group, Tournament, Clinic, Camp: Per Court			
per day	\$85	\$88	\$88
per ½ day	\$46	\$47	\$47
Lights per court, per two-hour rental	\$47	\$48	\$48
HANDBALL/RACQUETBALL COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:			
Reservation Rates			
Resident Group: per court, per hour	\$15	\$16	\$16
OR			
Resident Group, Tournament: Per Court			
per day	\$56	\$58	\$58
per ½ day	\$32	\$33	\$33
OUTDOOR BASKETBALL COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:			
Reservation Rates			
Resident Group: per hour	\$27	\$28	\$28
Resident Group, Tournament, Clinic, Camp:			
per day	\$85	\$88	\$88
per ½ day	\$46	\$47	\$47
NOVA COMMUNITY CENTER - RENTALS PAVILIONS, ROOMS, GYMNASIUM			
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.	F/Y 23/24	F/Y 24/25	F/Y 25/26
PICNIC SHELTERS RENTAL If electricity is available it will be charged at the rate of \$40			
Rental Up to 4 hours Resident	\$84	\$87	\$87
City Co-Sponsored Groups from Ormond Beach - Permit Required			
MEETING ROOM, ACTIVITY ROOM RENTAL			
Utilities are \$25 per day	\$26	\$27	\$27
Refundable Deposit	\$75	\$75	\$75
City Co-Sponsored Groups from Ormond Beach - Permit Required	\$46	\$47	\$47
Ormond Beach Nonprofit Groups (continuous meetings) - per month; not to exceed once weekly or four times per month; two hour rental period	\$116	\$119	\$119
Ormond Beach Nonprofit Groups (1 time use) (2 hr. limit)	\$63	\$65	\$65
Nonresident Group (continuous meetings) - per month; not to exceed once weekly or four times per month; two hour rental period	\$179	\$184	\$184
Nonresident Group (1 time use) (2 hr. limit)	\$109	\$112	\$112
Ormond Beach Business or Resident Group (cont. meetings) - per month; not to exceed once weekly or four times per month; two hour rental period	\$126	\$130	\$130
Ormond Beach Business or Resident Group (1 time use) (2 hr limit)	\$70	\$72	\$72
Additional Chairs & Tables, Set up - Per Meeting	\$33	\$34	\$34
GYMNASIUM RENTAL			
Refundable Deposit	\$75	\$75	\$75
Practice/Games/Meetings/Special Events:			
City Co-Sponsored Groups from Ormond Beach - Permit Required	\$46	\$47	\$47
1/2 Gym Rental (using divider curtain), per 2 hour increments:			
Ormond Beach Business Groups/Residents - per 2 hour increments	\$116	\$119	\$119
Non-City Groups - per 2 hour increments	\$179	\$184	\$184
Ormond Beach Non-profit Groups w/permit [special events - up to 8 hrs]	\$234	\$241	\$241
Full Gym Rental, per 2 hour increments:			
Ormond Beach Business Groups/Residents - per 2 hour increments	\$234	\$241	\$241
Non-City Groups - per 2 hour increments	\$358	\$369	\$369
Ormond Beach Non-profit Groups w/permit [special events - up to 8 hrs]	\$467	\$481	\$481
NOTE: Facility use at Nova and South Ormond Centers is based on the use of said facility occurring during normally scheduled work hours for staff. If occurrence is other than normal work hours, fees in addition to those listed will be billed per man hour	\$45	\$46	\$46

PERFORMING ARTS CENTER - CLASSES/PROGRAMS/THEATER GROUPS			
CLASSES/PROGRAMS:	F/Y 23/24	F/Y 24/25	F/Y 25/26
Theater Surcharge – All producers/directors of a performance will pay a surcharge for each person attending the performance regardless of method of ticket sales or free will offering.	\$2.50-\$6	\$2.50-\$6	\$2.50-\$6
Summer Theatre Camp - provided by Children's Musical Theatre 70%/30% split	70/30 split	70/30 split	70/30 split
Ormond Beach Community Theater Groups			
Annual Show Stage Rehearsal for up to 8 hours per day	\$50	\$50	\$50
PERFORMING ARTS CENTER - FACILITY RENTALS			
Utilities are \$25 per day	F/Y 223/24	F/Y 24/25	F/Y 25/26
Sound & Lighting Technical Staff is not included with the standard house.			
Technicians are independent contractors charging \$31.00 minimum per hr - 4 hr minimum.			
Equipment rentals are subject to availability, various fees, based on quantity, may be changed.			
An itemized listing of equipment is administered by the Parks & Recreation Department.			
Studio – Monthly:			
Security Deposit - refundable	\$100	\$100	\$100
Monday thru Thursday	\$506	\$521	\$521
Friday thru Sunday	\$560	\$577	\$577
Studio – One Time Use:			
Security Deposit - refundable	\$100	\$100	\$100
Monday thru Thursday	\$281	\$289	\$289
Friday thru Sunday	\$335	\$345	\$345
Studio - Hourly Use:	\$56	\$58	\$58
Studio Classroom Use:			
Upper classroom - Hourly Fee	\$56	\$58	\$58
Upper classroom - Per day Up to 4 hours	\$160	\$165	\$165
Upper classroom - Per day (4 - 8 hours)	\$319	\$329	\$329
plus custodial charges per hour	\$33	\$34	\$34
NOTE: Monthly rates apply when room is reserved on a continuous basis; not to exceed once per week or four times per month.			
Blue Room/Green Room Studio use is based on rental period occurring during normally scheduled work hours for staff. If occurrence is other than normal working hours, fees in addition to those listed will be billed at per hour rate. Extraordinary setups or equipment are subject to additional charges.			
COMMERCIAL EVENTS: Auditorium			
Single Use – 1 Performance	\$1,398	\$1,440	\$1,440
Multi-Use			
First Performance	\$1,398	\$1,440	\$1,440
plus each additional performance	\$1,210	\$1,246	\$1,246
Rehearsal and Set Up Rate			
Per day (8 hours)	\$335	\$345	\$345

PERFORMING ARTS CENTER - FACILITY RENTALS (continued.)	F/Y 23/24	F/Y 24/25	F/Y 25/26
Use of Facility for more than 3 days			
Per day for rehearsal and set up	\$335	\$345	\$345
First performance day	\$1,398	\$1,440	\$1,440
plus each additional performance	\$1,040	\$1,071	\$1,071
Lectures & Private Meetings:			
Per hour (minimum of 3 hours)	\$171	\$176	\$176
Per day (8 hours)	\$896	\$923	\$923
Other Rental Fees:			
Lobby - Hourly Fee	\$39	\$40	\$40
Lobby - Reception Area Per day Up to 4 hours	\$112	\$115	\$115
Lobby - Reception Area Per day (4 - 8 hours)	\$226	\$233	\$233
plus custodial charges per hour	\$33	\$34	\$34
Staff Fees:			
(a) A staff member must be on the premises at all times that the building is in use. No staff fee is charged during normal working hours.			
Staff fee shall be charged for all hours outside normal working hours, per hour	\$70	\$72	\$72
(b) Additional Custodial Charges per hour rate	\$33	\$34	\$34
Gallery Exhibits (per 2 weeks)	\$249	\$256	\$256
<i>SOCIAL EVENT PERMIT FEE</i>			
A non-refundable fee is required for social event where beer, wine or champagne is served.(Additional permits, insurance and fees may apply in accordance with State regulations.)	\$150	\$150	\$150
<i>NON-PROFIT EVENTS:</i>			
All NonProfit Groups must Submit Nonprofit Status Certificate to Obtain Nonprofit Rates.			
Non-profit discounts do not apply to staff fees.			
Single Use – 1 Performance	\$700	\$721	\$721
Multi-Use - Same Day			
First Performance	\$700	\$721	\$721
2nd performance, same day	\$560	\$577	\$577
Multi-Use - 4 Performance Minimum			
Per day	\$505	\$520	\$520
Rehearsal and Set Up Rate			
Per day (8 hours)	\$219	\$226	\$226
plus any labor costs associated with event, per hour	\$68	\$70	\$70
Ormond Beach Community Theater Groups			
Annual Show Stage Rehearsal for up to 8 hours per day	\$62	\$64	\$64

PERFORMING ARTS CENTER - FACILITY RENTALS (continued.)			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
Lectures & Private Meetings			
Per hour (minimum of 3 hours)	\$76	\$78	\$78
Per day (8 hours)	\$431	\$444	\$444
Other Rental Fees			
Lobby - Reception Area Per day (8 hours)	\$113	\$116	\$116
plus custodial charges per hour	\$32	\$33	\$33
Upper classroom - Per day (8 hours)	\$71	\$73	\$73
plus custodial charges per hour	\$32	\$33	\$33
Gallery Exhibits (per 2 weeks)	\$122	\$126	\$126
Staff Fees			
A staff member must be on the premises at all times that the building is in use. No staff fee is charged during normal working hours.			
Staff fee shall be charged for all hours outside normal working hours at the hourly rate of	\$68	\$70	\$70
If the NET proceeds are donated to the Performing Arts Center, NO rent will be charged.			
The foregoing rental rates shall not apply to events or activities scheduled and approved by Parks & Recreation Director			
Organization renting facility will be responsible for all costs associated with security, stage labor and any overtime for operating personnel, inclusive of box office, ticket-takers, ushers, and custodial.			
RIVIERA PARK			
Small Gazebo and Grounds (i.e., weddings, social gatherings, picnics)	F/Y 23/24	F/Y 24/25	F/Y 25/26
Pavilion is used on a first come, first served basis unless reservations are made.			
Residents Up to 4 hours	\$84	\$86	\$86
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
SANCHEZ PARK			
Pavilion (i.e., weddings, social gatherings, picnics) If electricity is available it will be charged at the rate of \$40	F/Y 23/24	F/Y 24/25	F/Y 25/26
Pavilion is used on a first come, first served basis unless reservations are made.			
Residents Up to 4 hours	\$84	\$87	\$87
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
SENIOR CENTER			
Senior Center is operated through a lease and use agreement by the Vol. Co. Council on Aging Monday through Friday 8am - 5pm for programs. Rentals are not applicable during this time period. Evening and weekend programs/rentals will be coordinated by the Parks & Recreation Dept. Refer to Facility Rentals section for			
SENIOR CENTER FACILITY RENTALS			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
Senior Center Ballroom Rentals are in 4 hour increments.			
Due to lease and use agreement with Volusia Co. Council on Aging, rentals only occur after 5pm weekdays and on weekends.			
Utilities are \$25 per day	\$24-\$45	\$25-\$46	\$25-\$46
For Profit Rates:			
Security Deposit	\$100	\$100	\$100
Ballroom - Monthly Use:	\$431	\$444	\$444
With Kitchen	\$491	\$506	\$506
Security Deposit	\$100	\$100	\$100
Ballroom – One Time Use:	\$161	\$166	\$166
With Kitchen	\$226	\$233	\$233

SENIOR CENTER FACILITY RENTALS (continued.)			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
Congregate Dining Room - Monthly:	\$273	\$281	\$281
Security Deposit	\$50	\$50	\$50
Congregate Dining Room - One Time Use:	\$113	\$116	\$116
Security Deposit	\$50	\$50	\$50
*Non-Profit rates are 50% less than for profit rates.			
For Profit rates:			
Conference Room per hour	\$32	\$33	\$33
Security Deposit	\$25	\$25	\$25
Art Room per hour	\$54	\$56	\$56
Security Deposit	\$25	\$25	\$25
Card Room	\$38	\$39	\$39
Security Deposit	\$25	\$25	\$25
Poker Room	\$38	\$39	\$39
Security Deposit	\$25	\$25	\$25
NOTE: Monthly rates apply when room is reserved on a continuous basis; not to exceed once weekly or four times per month.			
Ballroom, Congregate Dining Room, Conference Room, and Art Room use is based on rental period occurring during			
normally scheduled work hours for staff. If occurrence is other than normal work hours, fees in addition to those listed will be billed at current man			
hour rates per hour including overtime if applicable. Extraordinary setups or equipment are subject to additional charges.			
*Non-Profit rates are 50% less than for profit rates.			
SENIOR CENTER CLUBS			
Rates as shown - non-profit discount does not apply	F/Y 23/24	F/Y 24/25	F/Y 25/26
Granada Squares (Tues. nights 3.5 hours)	\$50/wk	\$50/wk	\$50/wk
Sports Association Meetings	\$10/hr	\$10/hr	\$10/hr
Homeowners Assoc. Meetings	\$10/hr	\$10/hr	\$10/hr
Umpire meetings	\$10/hr	\$10/hr	\$10/hr
Ballroom social dance (Sundays)	\$50	\$50	\$50
City advisory boards	No charge	No charge	No charge
SHUFFLEBOARD BUILDING RENTAL at Ormond Beach Sports Complex			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
Rental Up to 4 hours	\$238	\$245	\$245
Rental Up to 8 hours	\$474	\$488	\$488
SOUTH ORMOND NEIGHBORHOOD CENTER			
CENTER ACTIVITY CARDS			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
Residents - FREE			
Nonresidents			
Single - Per person per year	\$70	\$72	\$72
Family - Per family per year	\$173	\$178	\$178
Sr. Citizen - Per person per year	\$46	\$47	\$47

SOUTH ORMOND NEIGHBORHOOD CENTER (continued.)			
	F/Y 23/24	F/Y 24/25	F/Y 24/25
DAILY PASS			
Nonresidents pay per pass Not increased annually	\$4	\$4	\$4
CLASSES/PROGRAMS:			
SUMMER PLAYGROUND PROGRAM			
South Ormond Neighborhood Center			
"Summer Connection Day Camp"			
"Summer Connection Day Camp" is split into 2 – 4 week sessions (Session A & Session B). Registration may be for either Session A or B, or both sessions.			
Contingent on school schedule, additional weekly sessions may be offered at additional cost.			
Session A - 4 weeks Resident	\$260	\$268	\$268
Session A - 4 weeks Resident - Scholarship Rate	\$24	\$25	\$26
Session B - 4 weeks Resident	\$260	\$268	\$268
Session B - 4 weeks Resident - Scholarship Rate	\$24	\$25	\$25
Session A - Pay Weekly Resident	\$78	\$80	\$80
Session A - Pay Weekly Resident - Scholarship Rate	\$7	\$8	\$8
Session B - Pay Weekly Resident	\$78	\$80	\$80
Session B - Pay Weekly Resident - Scholarship Rate	\$7	\$8	\$8
SOUTH ORMOND NEIGHBORHOOD CENTER - RENTALS			
PAVILIONS, ROOMS, GYMNASIUM, SONC SPLASH PAD			
PICNIC SHELTERS RENTAL If electricity is available, it will be charged at the rate of \$40	F/Y 23/24	F/Y 24/25	F/Y 25/26
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
Rental Up to four hours Resident	\$84	\$87	\$87
City Co-Sponsored Groups from Ormond Beach - Permit Required			
MEETING ROOM, ACTIVITY ROOM RENTAL			
Utilities are \$25 per day	\$25	\$25	\$25
Refundable Deposit	\$75	\$75	\$75
City Co-Sponsored Groups from Ormond Beach - Permit Required	\$46	\$47	\$47
Ormond Beach Nonprofit Groups (continuous meetings) Once weekly or four times per month	\$116	\$119	\$119
Ormond Beach Nonprofit Groups (One time use) (Two-hour limit)	\$63	\$65	\$65
Nonresident Group (continuous meetings) - per month Once weekly or four times per month	\$179	\$187	\$187
Nonresident Group (One time use) (Two-hour limit)	\$109	\$112	\$112
Ormond Beach Business or Resident Group (continous meetings) - per month, Once weekly or four times per month	\$126	\$130	\$130
Ormond Beach Business or Resident Group(One time use) (Two-hour limit)			
Additional Chairs & Tables, Set up - Per Meeting	\$33	\$34	\$34
GYMNASIUM RENTAL			
Refundable Deposit	\$75	\$75	\$75
Practice/Games/Meetings/Special Events:			
City Co-Sponsored Groups from Ormond Beach - Permit Required	\$46	\$47	\$47
1/2 Gym Rental (using divider curtain), per two-hour increments:			
Ormond Beach Business Groups/Residents - per 2 hour increments	\$116	\$119	\$119
Non-City Groups - per two-hour increments	\$179	\$184	\$184
Ormond Beach Non-profit Groups w/permit (special events - up to 8 hrs)	\$234	\$241	\$241
Full Gym Rental, per two hour increments:			
Ormond Beach Business Groups/Residents - per two-hour increments	\$234	\$241	\$241
Non-City Groups - per 2 hour increments	\$358	\$369	\$369
Ormond Beach Non-profit Groups w/permit (special events - up to 8 hours)	\$467	\$481	\$481
NOTE: Facility use at Nova and South Ormond Centers is based on the use of said facility occurring during normally scheduled work hours for staff. If occurrence is other than normal			
work hours, fees in addition to those listed will be billed per man hour	\$45	\$46	\$46

SOUTH ORMOND NEIGHBORHOOD CENTER - RENTALS (continued.)			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
SPLASH PAD RENTAL (So. Ormond Neighborhood Center only)			
Rental - Reservations available only between 8am - 10am (Two-hour minimum) Resident Per Hour	\$78	\$80	\$80
Pavilion Rental in Addition to Splash Pad Rental ADD Per Rental Resident	\$84	\$87	\$87
Note: Splash pad is limited to only 36 children at any given time.			
SPECIAL POPULATIONS			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
Camp T. Rec—partnership (residents are from Port Orange, Daytona Beach or Ormond Beach.			
Resident	\$284	\$293	\$293
Camp T. Rec door-to-door transportation--partnership			
Resident	tba	tba	tba
Camp T. Rec Field Trips	included	included	included
Challenger Sports			
Resident	\$32	\$33	\$33
Seasonal Parties, Dinners and Dances			
Resident	\$5-\$8	\$5-\$8	\$5-\$8
Non-resident	\$7-\$11	\$8-\$12	\$8-\$12
Shining S.T.A.R.S. Pageant & Fashion Show Theater Ticket	\$7-\$11	\$8-\$12	\$8-\$12
Resident	\$16	\$17	\$18
Art Activity Programs			
Resident	\$25	\$26	\$26
Social Skills Programs	\$32	\$33	\$33
Partnering agencies will be charged a rental fee for facility usage based on departmental facility location	Varies	Varies	Varies
SPORTS			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
PARENT SPONSORED YOUTH SPORTS			
<i>Ormond Beach Youth Baseball/Softball Association; Ormond Beach Youth Soccer Club; Ormond Beach Youth Basketball Association; Ormond Beach Youth Football</i>			
DEPARTMENT-RUN YOUTH SPORTS			
<i>Youth Volleyball, Basketball Training League, Flag Football, Girls Basketball, Summer Sports Clinics and other youth sports.</i>			
Youth Volleyball Program Residents	\$42-\$63	\$43-\$65	\$43-\$65
Basketball: Training League Ages 6 & 7 Residents	\$60-\$90	\$62-\$93	\$62-\$93
Youth Flag Football League Ages 6 to 15 Residents	\$60-\$90	\$62-\$93	\$62-\$93
Girls Basketball Residents	\$71-\$111	\$73-\$114	\$73-\$114
Summer Sports Clinics Residents	\$60-\$90	\$62-\$93	\$62-\$93
DEPARTMENT-RUN ADULT SPORTS: <i>Adult Coed Softball, Adult Coed Volleyball, Men's Basketball League, Men's Softball, Men's Baseball and other adult</i>			

SPORTS (continued.)			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
Adult Coed Softball Teams			
Cost per team, depending on number of team entries	\$479-\$770	\$494-\$793	\$494-\$793
Adult Coed Volleyball			
Cost per team	\$191-\$328	\$191-\$328	\$191-\$328
(or cost per individual)	\$34 - \$58	\$35 - \$60	\$35 - \$60
Men's Basketball League			
Cost per team, depending on number of team entries	\$328-\$655	\$338-\$675	\$338-\$675
Men's Softball League			
Cost per team, depending on number of team entries	\$737-\$984	\$759-\$1014	\$759-\$1014
Men's Baseball League			
Cost per team, depending on number of team entries	\$1123-\$2186	\$1157-\$2252	\$1157-\$2252
SPORTS COMPLEX "FERRITTO FAMILY LIMITLESS PLAYGROUND"			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
If electricity is available it will be charged at the rate of \$40			
Pavilion (i.e., social gatherings, picnics). Pavilion use is on first come, first served basis unless reserved.			
Rental Up to 4 hours Resident	\$84	\$87	\$87
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
UNLISTED PARKS/PAVILIONS/PLAYGROUNDS/OPEN SPACES not shown elsewhere			
	F/Y 23/24	F/Y 24/25	F/Y 25/26
(i.e., social gatherings, picnics). Location upon approval of Parks & Recreation Director/appointee			
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
Rental Up to 4 hours Resident	\$84	\$87	\$87

Parks & Recreation Department Equipment Rental

EQUIPMENT RENTAL FEES			
<u>Equipment</u>	<i>F/Y 23/24</i>	<i>F/Y 24/25</i>	<i>FY 25/26</i>
<u>Tables</u>			
60 inch Round Table	\$6	\$7	\$7
6 Foot Banquet Table	\$9	\$10	\$10
8 Foot Banquet Table	\$11	\$12	\$12
<u>Linen</u>			
Table Cloth: 60" x 120"	\$9	\$10	\$10
Table Cloth Round: 120"	\$9	\$10	\$10
Table Cloth Round: 60"	\$9	\$10	\$10
Table Skirting Linen	\$12	\$13	\$13
<u>Chairs</u>			
Chairs	\$2	\$3	\$3
<u>Audio / Visual</u>			
Hand-held Microphone Each	\$40	\$41	\$41
Lavaliere Microphone, Each	\$40	\$41	\$41
Floor Monitor Speakers, Each	\$40	\$41	\$41
Piano	\$46	\$48	\$48
Color Gels	\$10	\$11	\$11
Strobe Light, Daily Rental	\$71	\$73	\$73
Strobe Light, Weekend Rental	\$116	\$120	\$120
Mirror Ball	\$40	\$41	\$41
Podium	\$37	\$38	\$38
Podium with Microphone & Mic Stand	\$46	\$48	\$48
Public Address System: Podium, Speaker Microphone & Stand	\$56	\$57	\$57
50 Foot XLR Cable	\$4	\$4	\$4
Speaker Cables	\$4	\$4	\$4
Wireless Microphone or Regular w/ Stand	\$8	\$8	\$8
Amplifier	\$40	\$41	\$41
Speaker & Stands	\$40	\$41	\$41



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	7.B.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	RFQ Award - Construction Management at Risk for Underground Utility Services		
Recommended Action	Staff recommends executing contracts with 6 firms for Construction Management at Risk for Underground Utility Services.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Utilities Manager		

Summary

This is a request to execute contracts with 6 firms for Construction Management at Risk for Underground Utility Services, RFQ No. 2025-41.

Since 2007, the City has successfully utilized the request for qualifications (RFQ) process to employ general contractors and specialty subcontractors under the construction management at risk format. The use of a construction manager at risk allows the City to select a contractor at a guaranteed maximum price based on experience and fees. This is especially beneficial in time-sensitive situations where soliciting bids may hinder critical City operations.

The intent to issue an RFQ was on the June 3, 2025, City Commission meeting agenda. Qualification packages were received and opened on July 10, 2025. 12 firms submitted applications for consideration. On July 23, 2025, the City staff selection committee met to review and rank the proposals. The proposals were ranked based on 5 categories: General, Experience, Financial Capability, Construction Disputes, and Firm Location.

After deliberation, the committee recommended establishing contracts with 6 of the firms, including: All State Civil, CCC Cathcart, GPS Civil, JD Weber, Hazen Construction, and SGS Contracting Services.

Financial Impact

There is no budget impact associated with this item, as there are no specific projects at this time. Services will be on a work authorization basis and funding determined based on the project.

Citizen Impact

The use of the construction management at risk for underground utility services process offers the potential benefits of reduced costs and impacts on the public with reduced construction project timelines. Having these contracts in place allows for flexibility for staff when responding to emergency situations.

Attachments

1. 25-147 Constr Mgmt At Risk award (P25-0121G)
2. RFQ 2025-41 CMAR Underground Utilities
3. Underground Utility CMAR Continuing Contract
4. RFP 2025-41 signed score summary

RESOLUTION NO. 2025-147

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTINUING CONTRACTS WITH SIX PROFESSIONAL SERVICES FIRMS FOR CONSTRUCTION MANAGEMENT AT RISK FOR UNDERGROUND UTILITY SERVICES, UNDER RFQ 2025-41; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Qualifications (RFQ No. 2025-41) for construction management at risk for underground utility services relative to various projects throughout the City (“the Project”) (*a copy of the form of RFQ No. 2025-41 is attached hereto as Exhibit “A” and is incorporated herein by reference*), and

WHEREAS, the City's professional staff have reviewed the twelve proposals received and have negotiated continuing contracts with six (6) firms to provide the aforescribed professional services, and

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

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

SECTION ONE. The City Commission hereby approves the generic form of the continuing contract for construction management at risk for underground utility services relative to various projects throughout the City. *A copy of the form of the contract is attached hereto as Exhibit “B” and is incorporated herein by reference.*

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute continuing contracts for the aforescribed professional services with the following firms:

- 1) All State Civil Construction, Inc.
- 2) Cathcart Construction Company-Florida, LLC
- 3) GPS Civil Construction, Inc.
- 4) Hazen Construction, LLC
- 5) JD Weber Construction Co.
- 6) SGS Contracting Services, Inc.

A copy of each firm's proposal is available for review at the City Clerk's office.

SECTION THREE. All other proposals to provide construction management at risk for underground utility services shall be deemed rejected upon the execution of contracts with: All State Civil Construction, Inc.; Cathcart Construction Company-Florida, LLC; GPS Civil Construction, Inc.; Hazen Construction, LLC; JD Weber Construction Co.; and SGS Contracting Services, Inc.

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

APPROVED AND AUTHENTICATED this 17th day of September, 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) 676-3374

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ TITLE: **Construction Management at Risk for Underground Utility Services**

RFQ NUMBER: **2025-41**

RFQ DUE DATE & TIME: **Thursday, July 10, 2025 at 2:30 PM**

RFQ OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING: **Tuesday, June 24, 2025 at 10:00 AM, City Hall Training Room**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER/FIRM NAME: _____

PROPOSER’S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a “No Proposal”, please state reason (s):

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ RESPONSE FORM

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

SUBMITTER has examined all of the RFQ Documents and of the following Addenda, receipt of which is hereby acknowledged.:

Addendum Date

Addendum Number

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:

FIRM NAME: _____

FIRM'S PROFESSIONAL LICENSE NUMBER: _____

SUBMITTER'S NAME: _____
(Typed or Printed)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby declare that I have read and fully understand the RFQ Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Proposal.

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.

***OMISSION OF A SIGNATURE ON THIS PAGE
MAY RESULT IN REJECTION OF YOUR PROPOSAL.***

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid 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 Bids or 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.

NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS/PUBLIC RECORDS: 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/proposal opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Qualifications (RFQ) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received by the Purchasing Office after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the City. No other forms will be accepted. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

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

RFQ OPENING: Proposals shall be opened at the time, date and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly. No discussion of the submittals will occur.

RFQ TABULATION: Any Proposer wishing to receive a copy of the RFQ tabulation is required to enclose a stamped, self-addressed envelope with their Proposal. The RFQ tabulation will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF RFQ 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 City's Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Proposal will be furnished in writing to all prospective Proposers. 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.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Proposals 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.

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

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.

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

STATEMENT OF PURPOSE

The City of Ormond Beach, in compliance and in accordance with the provisions of the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Section 287.057, Procurement of Contractual Services, Florida Statutes, is seeking qualified consultants to provide Construction Management at Risk Services for Underground Utility Services. The City is requesting proposals and intends to select qualified firms or individuals for continuing contract services for the City.

Professional Qualifications: Any firm or individual licensed to perform professional underground utility services in the State of Florida, having demonstrable professional experience, and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

SCOPE OF SERVICES

The City of Ormond Beach seeks a consultant qualified in underground utility services. For the purposes of the RFQ, underground utility services work includes both new construction as well as repair and rehabilitation of existing underground utility systems. Underground utility systems shall be understood to include stormwater, sanitary sewer, potable water, reclaimed water systems, associated minor incidental mechanical, electrical, and structural elements. Proposals shall include the firm's ability to manage all aspects of underground utility projects and address potential impacts of underground utility work, including, but not limited to, the following elements: associated traffic control, lighting for night work, dewatering, demolition, and restoration of surface features (such as roadways, sidewalks, driveways, curb and gutter, sod, irrigation systems, signage, striping, and other ancillary infrastructure). It shall be further understood that the projects to be completed under this contract may or may not include plans and specifications.

SCHEDULE OF PROPOSAL

June 08, 2025	Advertisement
June 24, 2025 at 10:00 AM	Non-mandatory pre-proposal meeting City Hall Training Room, 22 South Beach Street
July 10, 2025, 2:30 PM	Proposals Due - one (1) signed original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be in the sealed envelope. Submit proposals to the Purchasing Coordinator, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174.
July 22 - 24, 2025	Proposal Rankings
September 17, 2025	City Commission Approval of contracts.

INFORMATION TO BE SUBMITTED:

Submit one (1) signed original of the complete proposal packet along with one (1) complete electronic copy in pdf format on either a CD or thumb drive which must include the following:

1. General

- a. Letter of interest.
- b. Proposer Acknowledgement form & RFQ Response form (2 Pages), completed.
- c. Overview description of the firm and its ability to provide the professional services being applied for.
- d. Provide list of current continuing contracts and contact information for each.
- e. Whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
- f. Copy of firm's current Florida Professional License renewal.
- g. Copy of firm's certificate of insurance.
- h. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
- i. Completed Drug-Free Workplace Certification and Affidavits

2. Experience

- a. Provide a brief introduction narrative letter highlighting the qualifications of the firm including legal nature of organization, number of years in business, pertinent capabilities, and experience in contracting and managing municipal projects.
- b. Provide an organizational chart of the firm.
- c. Provide a listing of at least 5 and no more than 10 projects completed by the firm as an Exhibit. Projects are recommended to be varied in nature and costs, and aimed at highlighting the firm's capabilities relevant to underground utility services. Include the following for each project:
 - i. Name and location of the project.
 - ii. The nature of the firm's responsibility on the project.
 - iii. Project owner's representative name, address, telephone and e-mail contact information.
 - iv. Date project was completed or is anticipated to be completed.
 - v. Scope of work of project and cost of project.
 - vi. Firm's project manager and other key professionals involved on the project.

- d. Detailed resumes of key personnel that will be working on projects assigned if contracted with the City.
- e. Provide a list of current construction management contracts (if applicable) that the firm currently has including contact information for each contract.

3. Financial Capability

- a. Provide a summary of the firm's financial resources for the past 3 years (including the latest year audited financial statements and holding company). Provide most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b. Provide proof of financial bonding capacity of the firm by submitting a bonding capacity letter from a State approved Surety Agency.

4. Construction Disputes

- a. Describe and explain any pending litigation, major disputes, contract defaults, liquidated damage claims, and/or claims against your firm in the last 5 years. Limit this information to the office submitting qualifications for this submittal. Name the litigants involved and the month and year the case or claim was filed, venue, and a full description of the claims raised in the litigation. Please provide the name, phone number and email address of a contact person in your organization who can provide additional information or clarify any questions regarding these matters. If there is no litigation pending against your firm, please provide a notarized statement stating this fact.

5. Location

- a. Provide the location of office(s) where the project management team will be located. Firms based within the Ormond Beach Utility Service Area shall receive 15 points. Firms based within Volusia or Flagler County (but outside of the Ormond Beach Utility Service Area) shall receive 10 points. Firms located within 100 miles of Ormond Beach City Hall (but outside of Volusia or Flagler County) shall receive 5 points. All other firms located beyond 100 miles from Ormond Beach City Hall shall receive 0 points.

GENERAL INSTRUCTIONS

- **Inquiries:** Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFQ until seven (7) working days prior to the RFQ 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
Purchasing Coordinator
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223 e-mail: rob.hart@ormondbeach.org

The last day to submit questions is July 2, 2025 at 5:00pm.

- **Signature Requirements:** Proposals must be signed by a duly authorized officer(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:** Submit one (1) unbound original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive, no later than July 10, 2025, 2:30 PM. Submit proposals to the Purchasing Coordinator, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. Proposals shall be in a sealed envelope with the RFQ title and number plainly marked on the outside of the delivery envelope or package. It is the sole responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late submittals will not be accepted.
- **Addenda and Supplements to the Request for Qualifications (RFQ):** In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ 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 RFQ 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 RFQ 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.

SELECTION OF FIRM

Evaluation Criteria: The City will evaluate prospective candidates based upon the experience and past performance of the firm. Evaluation will also be based upon the abilities and accomplishments of the individuals to be assigned to the project and relevant project experience.

Scoring Parameters:

- General (15 points max)
- Experience (30 points max)
- Financial Capability (20 points max)
- Construction Disputes (20 points max)
- Location (15 points max)

Selection Process: The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act.

A designated selection committee will review and evaluate responses to this RFQ for each firm that submits and will rank the proposals based on the evaluation criteria. The Committee shall designate no less than two of the most qualified proposers based on rankings to be considered for continuing contracts. An evaluation form is included in this document for reference purposes. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. It is intended to select at least three firms for continuing contracts (assuming three or more proposals are received). Final contracts will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

Evaluation Form
Construction Management at Risk for Underground Utility Services
RFQ 2025-41

Name of Firm: _____

Reviewer: _____

Date: _____

	<u>Points</u>	<u>Score</u>
General (15 pts Max)	_____	_____
Experience (30 pts Max)	_____	_____
Financial Capability (20 pts Max)	_____	_____
Construction Disputes (20 pts Max)	_____	_____
Firm Location (choose most appropriate one):	<u>Enter Points</u>	
1 - Located in Ormond Beach Utility Service Area - 15	_____	_____
2 - Located in Volusia or Flagler County - 10 pts	_____	_____
3 - Located within 100 miles of City Hall - 5 pts	_____	_____

TOTAL POINTS: _____

TERM OF AGREEMENT

The agreement shall become effective upon execution of a contract and approval of the contract by the City Commission. It is anticipated that the contract shall provide for a term of 5 years.

Insurance Requirements: The Consultant shall purchase at his own expense and maintain throughout the duration of the contract the types and amounts of insurance in form and from companies satisfactory to the City and shall furnish proof of insurance prior to commencing work.

The Consultant shall indemnify and hold harmless the City and its employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from work provided that the claim, damages, loss and expense is caused in whole or in part.

The City reserves the following rights:

- Modify, extend, or cancel this RFQ at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFQ with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFQ 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 RFQ;
- 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 RFQ, the City of Ormond Beach reserves the right to terminate the Agreement.

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

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

- 1.** Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
- 2.**
 - (a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b)** With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i.** Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii.** Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3.** The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4.** The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
- 5.** The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

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

B. Contractual Provisions Relative to Risk Management

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

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

2. Payment on Behalf of City

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

3. Loss Control/Safety

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

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an

Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

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

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

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" PROPOSALS: 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 proposal 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 proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Name

Signature

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

CONSTRUCTION MANAGEMENT CONTRACT

BETWEEN

THE CITY OF ORMOND BEACH

AND

CONTRACTOR

FOR

UNDERGROUND UTILITY
CONSTRUCTION MANAGEMENT SERVICES
ON A CONTINUING BASIS

DATE: 09/17/2025

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EXHIBITS

Exhibit A	General Terms and Conditions
Exhibit B	Supplemental Terms and Conditions
Exhibit C	Insurance Requirements
Exhibit D	Truth-In-Negotiation Certificate
Exhibit E	Florida Public Records Law
Exhibit F	Conflict, Non-Conflict, Litigation Statement
Exhibit G	Verification of Employment Status Using E-Verify System
Exhibit H	Affidavit of Compliance F.S. Contracting with Foreign Entities
Exhibit I	Human Trafficking Affidavit

UNDERGROUND UTILITY CONSTRUCTION MANAGEMENT AGREEMENT

THE CITY OF ORMOND BEACH, FLORIDA, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174 ("City" or "Owner"), hereby contracts with _____ ("Construction Contractor"), a Florida corporation, to perform UNDERGROUND UTILITY CONSTRUCTION MANAGEMENT SERVICES ON A CONTINUING BASIS in Ormond Beach, Florida. For each individual construction project (the "Project"), the parties shall agree to the scope (the "Work"), construction cost, and compensation in a separate written WORK AUTHORIZATION.

WHEREAS, Owner requested pursuant to RFQ No. 2025-41 and Florida Statute Section 287.055, Consultants Competitive Negotiations Act and Section 255.103(4), qualifications from qualified firms or individuals interested in performing underground utility construction management services to the City for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million (or such amount as amended by law), and

WHEREAS, Owner received a letter of interest and qualifications from Construction Contractor; and

WHEREAS, Construction Contractor is competent and qualified to furnish services to Owner and desires to provide such services according to the terms and conditions stated herein; and

WHEREAS, Owner and Construction Contractor, for the consideration set forth in each WORK AUTHORIZATION, agree as follows:

Section 1 Term of Continuing Contract and Contract Documents

A. This Agreement, which includes and incorporates the Exhibits described in Section 8 hereof, to perform underground utility construction management services on a continuing basis shall take effect on the date of its execution by the City and shall remain in effect for a period of five (5) years unless terminated by the Owner pursuant to either Section 20 or 21, Exhibit A, General Terms and Conditions, to this Contract.

B. The Contract Documents consist of this Agreement, the Exhibits described in Section 8 hereof, the WORK AUTHORIZATION, and any duly executed and issued addenda, Change Orders, Construction Change Directives, Field Orders and amendments relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project ("Construction Documents") being prepared by Owner or outside engineering, architectural, or other professional firm ("Design Professional"), but only after said Construction Documents have been

completed by Design Professional and approved in writing by Owner. All of the foregoing Contract Documents are sometimes referred to herein as the "Contract".

C. Owner shall furnish Construction Contractor with one (1) sealed copy and one (1) reproducible set of the Construction Documents. Any additional copies of Construction Documents, required by Construction Contractor for execution of the Work, shall be made by Construction Contractor from its reproducible set. The reproducible set of the Construction Documents shall be returned to Owner upon final acceptance of the Work or termination of the Contract, whichever occurs first. Provided, however, Owner is furnishing Construction Contractor a reproducible set of Construction Documents for Construction Contractor's convenience and such furnishing by Owner shall not be deemed to be a waiver by Owner or Design Professional of any copyright, patent or license they may have with respect to the Construction Documents. All such copyrights, patents and licenses hereby being expressly reserved by Owner and Design Professional.

Section 2 Scope of Work

The Work to be provided by Construction Contractor pursuant to each WORK AUTHORIZATION shall be performed essentially in two phases, with those phases being Pre-Construction Phase Services and Construction Phase Services.

In certain circumstances, Owner may elect to perform design or plan/specification services in-house as opposed to retaining the services of an outside Design Professional, particularly in smaller construction projects. In this case, the Owner may retain the services of Construction Contractor for construction phase services only, or with limited pre-construction services. **If the City elects to perform design or plan/specification services in-house, all references to Design Professional within this Agreement (for purpose of notices, cooperation between the parties, approvals, or other) shall mean the Owner.**

A. Pre-Construction Phase Services. Construction Contractor shall review and comment upon the Construction Documents being developed by Design Professional. The scope of that review shall include, but not be limited to, reviewing those various documents for value engineering and constructability. As the Construction Documents are developed by Design Professional through the various design phases set forth in the Design Professional Services Agreement between Design Professional and Owner ("Design Agreement"), Construction Contractor shall provide Owner with detailed construction cost estimates with respect to those documents. Construction Contractor agrees to attend any and all design and preconstruction conferences and to otherwise assist and cooperate with Design Professional with respect to the design of the Project. Construction Contractor shall provide all other services during the Pre-Construction Phase of the Project as set forth in the Contract Documents.

B. Construction Phase Services. After the Construction Documents have been sufficiently completed by Design Professional and approved by Owner for all of the

Work (or such portions thereof as may be designated by Owner in writing), and Owner and Construction Contractor have agreed in writing upon the Guaranteed Maximum Price (GMP) to be paid Construction Contractor and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Contractor shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Contract Documents. Notwithstanding anything herein to the contrary, as and to the extent expressly directed and authorized by Owner in writing, Construction Contractor shall commence to construct those portions of the Work designated by Owner even though the GMP and/or Contract Time for the entire Work has not yet been agreed to by the parties, so long as they have agreed in writing upon the compensation to be paid Construction Contractor and the performance time for such portion of the Work.

Section 3 Relationship of Parties

A. Construction Contractor covenants with Owner to cooperate with Design Professional; to utilize Construction Contractor's best skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner. Further, Construction Contractor acknowledges that (i) it has represented to Owner that it has specific expertise in the planning, management and construction of underground public facilities and (ii) that such representation is a material inducement to Owner to enter into this Contract.

B. Wherever the terms of this Contract refer to some action, consent, or approval to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner, City Manager, City Engineer, Public Works Director or Owner's designee (to the extent such designee has been expressly authorized by Owner in writing), unless otherwise stated herein.

C. Owner may utilize the services of a Program Manager to assist it with the management of the design and construction of the Project. In the event Owner does utilize the services of a Program Manager with respect to the Project, Owner shall notify Construction Contractor in writing of such decision and the Program Manager shall be deemed to be an Owner designee as referenced in Paragraph B above. Further, to the extent Construction Contractor is required to name Owner as an additional insured under any insurance policy to be maintained by Construction Contractor pursuant to the terms of the Contract Documents, Construction Contractor shall cause the Program Manager to also be named as an additional insured party under all such policies. If so designated for the Project, Program Manager shall be Owner's representative with respect to the Project, with authority to transmit instructions, receive information, and interpret and define Owner's policies and

decisions with respect to the Work. However, except as may be otherwise expressly authorized in writing by Owner, the Program Manager is not authorized on behalf of Owner to issue any verbal or written orders or instructions to Construction Contractor that would have the effect, or be interpreted to have the effect, of amending or modifying the terms or conditions of the Contract Documents or modifying or amending in any way whatever the: (1) scope or quality of Work to be performed and provided by Construction Contractor as set forth in the Contract Document; (2) the time within which Construction Contractor is obligated to complete the Work; or (3) the amount of compensation Owner is obligated or committed to pay Construction Contractor as set forth in the Contract Documents.

D. For each WORK AUTHORIZATION, Construction Contractor shall designate a Project Manager, with full authority to bind and obligate Construction Contractor on all matters arising out of or relating to the Work or the Contract Documents. Construction Contractor agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the Work and further agrees that the Project Manager shall not be removed or replaced by Construction Contractor without Owner's prior approval, which approval shall not be unreasonably withheld.

Section 4 Contract Amount

In consideration of the full and faithful performance by Construction Contractor of the covenants in this Contract, Owner agrees to pay, or cause to be paid, to Construction Contractor the amounts set forth in each WORK AUTHORIZATION (the "Contract Amount"), in accordance with the terms of this Contract. Each Work Authorization shall contain a detailed description of the work and an itemized description of the costs. Labor costs shall include hourly rates for each professional and estimated hours expanded for each phase of services. All unit prices must be described by item and cost per unit.

A. Pre-Construction Phase Services For all Pre-Construction Phase Services, including, but not limited to, providing value engineering services, reviewing Construction Documents for constructability, assisting and meeting with Design Professional during the various design phases, and preparing cost estimates, Construction Contractor shall receive a fixed amount set forth in each WORK AUTHORIZATION as the total lump sum compensation for its services. Monthly installment payment of the total lump sum compensation shall be based upon the percent completion of the designated portion of the Pre-Construction Services for each particular month and Owner's receipt of Construction Contractor's written invoice for such payment, said invoice to be in a form reasonably acceptable to Owner. The final invoice shall not be submitted until either (i) the WORK AUTHORIZATION is executed for the entire Work, or (ii) the parties fail to reach agreement on the WORK AUTHORIZATION and Owner elects to terminate this Contract as provided in section 4.B hereafter, whichever occurs first.

B. Construction Phase Services With respect to the Construction Phase Services to be provided by Construction Contractor hereunder, Owner shall reimburse Construction Contractor for the Cost of the Work (as that term is defined hereafter), and pay Construction Contractor a Construction Management Fee for the entire Work in a fixed amount set forth in each WORK AUTHORIZATION. The Construction Management Fee shall be Construction Contractor's total compensation for all overhead not reimbursable as Cost of the Work under Section 5.A. below, as well as Construction Contractor's total profit for Construction Phase Services. Construction Contractor agrees to provide Owner with a GMP proposal for the total sum of the Construction Management Fee plus the Cost of the Work within the time frames established by the Master Project Schedule included in each WORK AUTHORIZATION. The GMP proposal shall be based upon the previous cost estimates provided by Construction Contractor as required hereunder. Further, the proposal shall be broken down into the categories and level of detail required by Owner. Construction Contractor agrees that all of its books, records and files, with respect to its development of the GMP price proposal, shall be open to Owner for review and copying. The final GMP shall be mutually agreed upon by Owner and Construction Contractor and shall be set forth in the WORK AUTHORIZATION. Construction Contractor shall provide a detailed breakdown acceptable to Owner of its GMP proposal. For each line item in the GMP, Construction Contractor shall record on the Schedule of Values all variances and deviations between the bid amount originally submitted for that line item and the final line item price incorporated into the GMP. Construction Contractor guarantees that in no event shall the Construction Management Fee and the total Cost of the Work exceed the GMP, as the GMP may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives. In the event Construction Contractor and Owner fail to reach an agreement on the GMP, Owner may elect to terminate the Contract. In the event of any such termination, Construction Contractor shall be entitled to receive that portion of the Contract Amount attributable to the Pre- Construction Phase Services earned through the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Construction Contractor shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed.

Section 5 Cost of the Work

A. Costs to be Reimbursed The term Cost of the Work shall mean all costs necessarily and reasonably incurred by Construction Contractor in the proper performance of the Construction Phase Services portion of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of Owner only after Construction Contractor has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection A:

1. Labor Costs

a. Wages of construction workers directly employed by Construction Contractor to perform the construction of the Work at the Project site or, with Owner's written agreement, at off-site workshops. Costs to be reimbursed will be the actual wages paid to the individuals performing the work.

b. Wages or salaries of Construction Contractor's supervisory and administrative personnel whether stationed at the Project site or offsite, but only for that portion of their time required for the Work and only with Owner's written agreement.

c. Wages and salaries of Construction Contractor's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with Owner's written agreement as in subsection A.1.b above.

d. The parties hereby establish a maximum markup rate for employees at a multiplier of 1.5 times payroll amounts for all labor burden, including all taxes, insurance, contributions, assessments and benefits required by law and collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such markup is to apply only upon those wages and salaries included in the Cost of the Work under subsections A.1.a through A.1.c above, at the actual rates for the markup up to the maximum established herein.

2. Subcontract Costs Payments made by Construction Contractor to subcontractors in accordance with the requirements of the applicable written subcontracts.

3. Cost of Materials and Equipment Incorporated into the Completed Construction.

a. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

b. Costs of materials described in subsection A.3.a, above, in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to Owner at the completion of the Work or, at Owner's option, shall be sold by Construction Contractor; amounts

realized, if any, from such sales, shall be credited to Owner as a deduction from the Costs of the Work.

4. Costs of other materials and equipment, temporary facilities and related items.

a. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by Construction Contractor and only used for Owner's project, which are provided at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Contractor.

b. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, equipment, and hand tools not customarily owned by Construction Contractor and only used for Owner's project at the Project site, whether rented from Construction Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Contractor or others, shall be subject to Owner's prior written approval.

c. Cost of removal and proper disposal of debris from the Project site.

d. Actual costs for reproduction, telecommunication costs specific to the project, postage and parcel delivery charges at the Project site, and reasonable petty cash expenses of the Project site office.

e. That portion of the reasonable travel and subsistence expenses of Construction Contractor's personnel assigned to the Project site, incurred while traveling outside of Volusia County area in discharge of duties connected with the Work, provided all of such expenses and charges shall be subject to the prior written approval of Owner.

5. Miscellaneous Costs

a. That portion of any separate premiums for (i) bonds directly attributable to this Contract and (ii) any additional insurance coverages which are purchased by Construction Contractor, with Owner's prior written approval, beyond the level of coverage specified herein.

b. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which Construction Contractor is liable.

c. Fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Contractor is required by the Contract Documents to pay.

d. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Contract.

e. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

6. Other Costs Other costs incurred in the proper performance of the Work in accordance with the Construction Documents if and to the extent approved in advance in writing by Owner.

B. Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items:

1. Salaries and other compensation of Construction Contractor's personnel stationed at Construction Contractor's principal office or offices other than the Project site office, except as otherwise provided in subsection A.1.b above.

2. Expenses of Construction Contractor's principal office and offices other than the Project site office.

3. Overhead and general expenses, except as may be expressly included in subsection A above.

4. Construction Contractor's capital expenses, including interest on Construction Contractor's capital employed for the Work.

5. Rental costs of machinery and equipment, except as specifically provided in subsection A.4.b above.

6. Costs due to the fault or negligence of Construction Contractor, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.

7. Any costs not specifically and expressly described in subsection A above.

8. Costs which would cause the GMP to be exceeded (as the GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directive).

C. Discounts, Rebates and Refunds

1. Cash discounts obtained on payments made by Construction Contractor shall accrue to Owner if (i) before making the payment, Construction Contractor included them in an application for payment and received payment therefore from Owner, or (ii) Owner has deposited funds with Construction Contractor with which to make payments; otherwise, cash discounts shall accrue to Construction Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to Owner, and Construction Contractor shall make provisions so that they can be secured.

2. Amounts which accrued to Owner in accordance with the provisions of subsection C.1. above shall be credited to Owner as a deduction from the Cost of the Work.

D. Deductions Due to Reduction in Actual Quantities Installed

Construction Contractor's final payment request shall include a summary of all final installed unit quantities. If any quantities installed are less than the amounts stated in the Work Authorization, the Construction Contractor shall deduct the amount for those quantities not incorporated in the work, based on their corresponding unit pricing as described in the Work Authorization.

Section 6 Bonds

A. Per City of Ormond Beach Minimum Insurance Requirements Resolution 2021-144 (and any amendments thereto), when Owner's Construction Budget as set for in each WORK AUTHORIZATION exceeds twenty five thousand dollars (\$25,000.00), Construction Contractor shall provide Owner with Performance and Payment Bonds, in the form prescribed by the Owner in the amount of 100% of the total sum of the Owner's Construction Budget for the work as set for in the WORK AUTHORIZATION, the costs of which are to be paid by Construction Contractor. 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. Construction Contractor shall provide any required bonds within ten (10) business days after execution of a WORK AUTHORIZATION by Owner and Construction Contractor (unless a later submittal is expressly approved in writing by Owner). The

City will record the Bonds in the public records at the Contractor's expense. The Performance and Payment Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

1. The Payment and Performance Bond shall list the Construction 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.
2. 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.
3. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
4. The payment and performance bond shall specifically provide coverage for delay damages due to a default by the Contractor.
5. In lieu of the Payment and Performance Bond, the Construction 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.
6. 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 Construction Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
7. The Construction 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.

Section 7 Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Contract. Contractor shall commence the Pre-Construction Phase Services portion of the Work within five (5) calendar days after execution of the WORK AUTHORIZATION for the Work, unless a later date for commencement of Pre- Construction Phase Services is established in writing by the Owner. Any Work performed by Construction Contractor prior to execution of a WORK AUTHORIZATION shall be at the sole risk of Construction Contractor. The "Construction Phase Commencement Date" shall be established in a Notice to Proceed to be issued by Owner. Construction Contractor

shall commence the Construction Phase Services portion of the Work within five (5) calendar days after the Construction Phase Commencement Date. No portion of the Work, with respect to the Construction Phase Services to be provided hereunder, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time". The Contract Time is set forth with more specificity in Paragraph B below.

B. Because the Work is to be completed in two phases, the timely completion of the first phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, Construction Contractor agrees to provide the Pre-Construction Phase Services in accordance with the Master Project Schedule included with each WORK AUTHORIZATION. With respect to the Construction Phase Services, the WORK AUTHORIZATION shall include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by Construction Contractor. That Substantial Completion date shall be established in terms of calendar days after the Construction Phase Commencement Date. In the event Construction Contractor and Owner fail to reach an agreement on the Contract Time and the Substantial Completion date, Owner may elect to terminate the Contract. In the event of any such termination, Construction Contractor shall be entitled to receive that portion of the Contract Amount attributable to the Pre-Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Construction Contractor shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy or utilize the Work for its intended purpose, and the Design Professional shall certify the date Substantial Completion of the Work is achieved. If Owner has designated portions of the Work to be turned over to Owner prior to Substantial Completion of the entire Work, Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within 60 calendar days after the Substantial Completion date, or within 60 calendar days after Construction Contractor's receipt of the punch list, whichever date occurs last.

C. Owner and Construction Contractor recognize that, since time is of the essence for this Contract, Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed or finally accepted within the times specified in the WORK AUTHORIZATION, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and the citizens of Ormond Beach,

Florida. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Construction Contractor, if Construction Contractor fails to achieve Substantial Completion of the Work within the required Contract Time. Should Construction Contractor fail to substantially complete the Work within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the amounts set forth in each WORK AUTHORIZATION for each calendar day thereafter until Substantial Completion is achieved. Should Construction Contractor fail to satisfy all requirements for final acceptance of the Work as described in Paragraph 22.2 of Exhibit A herein within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the amounts set forth in each WORK AUTHORIZATION for each calendar day thereafter until the final acceptance requirements are met. Construction Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Construction Contractor fails to substantially complete the Work in a timely manner.

D. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

Section 8 Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

Exhibit A	General Terms and Conditions
Exhibit B	Supplemental Terms and Conditions
Exhibit C	Insurance Requirements
Exhibit D	Truth-In-Negotiations Certificate
Exhibit E	Florida Public Records Law
Exhibit F	Conflict, Non-Conflict, Litigation Statement
Exhibit G	Verification of Employment Status Using E-Verify System
Exhibit H	Affidavit of Compliance - F.S. Contracting with Foreign Entities
Exhibit I	Human Trafficking Affidavit

Section 9 Notices

A. All notices required or made pursuant to this Contract by Construction Contractor to Owner shall be in writing and may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by expedited or overnight mail or package delivery,

(iii) by hand delivery to the appropriate address as herein provided, or (iv) by email with confirmation copy to be mailed. Notices required hereunder shall be directed to the following address:

City of Ormond Beach
Public Works Department
c/o Utilities Manager
501 North Orchard Street
Ormond Beach, Florida 32174

B. All notices required or made pursuant to this Contract by Owner to Construction Contractor shall be made in writing and may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by expedited or overnight mail or package delivery, (iii) by hand delivery to the appropriate address as herein provided, or (iv) by email with confirmation copy to be mailed. Notices required hereunder shall be directed to the following address:

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 10 Modification

No modification or amendment to the Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 11 Successors and Assigns

Subject to other provisions hereof, the Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Contract.

Section 12 Governing Law and Waiver of Jury Trial

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER

VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

See further: General Conditions, Section 13 - Claims & Disputes

Section 13 Limitation of Remedy and Liability

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

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

Section 14 No Waiver

The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 15 Entire Agreement

Each of the parties hereto agrees and represents that the Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Contract. This agreement shall also supersede and nullify all terms and conditions of purchase orders issued in conjunction with this agreement to facilitate Owner processing of payments.

Section 16 Severability

Should any provision of the Contract be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 17 Construction

Unless the context of this Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Contract and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

DATED this _____ day of _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

By: _____

JASON LESLIE

Mayor

Print Name

Attest: _____

JOYCE A. SHANAHAN

City Manager

Print Name

DATED this _____ day of _____, 2025.

Witnesses:

CONTRACTOR

By: _____

Print Name

Print Name

Title

Attest: _____

Print Name

Print Name

Title

EXHIBIT A
GENERAL TERMS AND CONDITIONS

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1. INTENT OF CONTRACT DOCUMENTS

1.1 It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein. Provided, however, in the event the standard specification, manual, code, law or regulation is changed after the WORK AUTHORIZATION has been executed by the parties, Construction Contractor shall be entitled to a Change Order equitably adjusting the Contract Amount and/or Contract Time to the extent such change materially impacts the Contract Time and/or Contract Amount.

1.2 If during the performance of the Work, Construction Contractor discovers a conflict, error or discrepancy in the Contract Documents, Construction Contractor immediately shall report same to Design Professional in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Design Professional. Prior to commencing each portion of the Work, Construction Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Construction Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Construction Contractor, for the purpose of identifying and bringing to Owner's attention all conflicts or discrepancies with the Contract Documents.

1.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Construction Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon Construction Contractor, as determined by Owner. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES

2.1 Construction Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, legal disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Construction Contractor to acquaint itself with any applicable conditions shall not relieve Construction Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Construction Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Construction Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Construction Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Construction Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

2.3 If during the performance of the Work, Construction Contractor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Construction Contractor is legally liable, causes a disruption to any Utilities service to other facilities or customers within the Project area, Construction Contractor shall take all actions necessary and required to immediately restore such Utilities service. If Construction Contractor fails to take such immediate actions Owner shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by Owner as a result thereof shall be reimbursed to Owner by Construction Contractor within five (5) business days of written demand for same from Owner.

2.4 Construction Contractor shall be required to "hand dig" and expose all existing utilities at appropriate intervals including telephone, wireless, cable, gas lines, reclaimed water, water mains, force mains or other underground utilities a minimum of 48 hours in advance of the pipe laying or excavation.

3. SCHEDULE

3.1 Owner shall provide and maintain an overall milestone schedule for the Project which not only includes the Pre-Construction Phase and Construction Phase Services to be provided by Construction Contractor hereunder, but also shall include Design Professional's performance schedules (Master Project Schedule, included with each WORK AUTHORIZATION). The Master Project Schedule may be updated from time to time as required by the Owner.

3.2 For each WORK AUTHORIZATION, Construction Contractor shall prepare and provide the various schedules set forth in Exhibit B to the Agreement. Said schedules shall incorporate the milestones in the Master Project Schedule, and shall be updated by Construction Contractor monthly, or as often as is specified in Exhibit B to the Agreement. Construction Contractor's submittal of satisfactory schedules and updates thereto and Owner's acceptance of same shall be a condition precedent to Owner's obligation to pay Construction Contractor.

4. PROGRESS PAYMENTS

4.1 Construction Contractor's monthly Applications for Payment shall be in such form and contain such detail and backup as Owner reasonably may require. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Pre-Construction Phase Commencement Date.

4.2 At the time it submits its first monthly Application for Payment to Owner following GMP approval, Construction Contractor also shall submit to Owner and Design Professional, for their review, an updated Schedule of Values based upon the GMP proposal; in a format prescribed by the Owner, listing the major elements of the Work and the dollar value for each element. That Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, shall be used as the basis for Construction Contractor's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Construction Change Directives and submitted each month to Design Professional along with a completed and notarized copy of the Application for Payment form prescribed by the Owner.

4.3 If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, all of which shall be subject to Owner's satisfaction. Owner has the discretion whether or not to pay for such unincorporated materials.

4.4 Construction Contractor shall submit three (3) notarized original copies of its monthly Application for Payment to Design Professional each month for Work

performed during the previous month, not less than five (5) business days prior to the deadline for submission identified in the Owner's published payment processing schedule. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. Invoices received after each month's deadline shall be considered for payment as part of the next month's application. Within five (5) business days after receipt of each Application for Payment, Design Professional shall submit to Owner a Certificate for Payment in the amount recommended by Design Professional as being due and owing Construction Contractor. Owner shall pay Construction Contractor that portion of Design Professional's Certificate for Payment which Owner approves as being due and owing Construction Contractor in accordance with the Owner's published payment processing schedule.

4.5 Owner shall retain ten percent (10%) of that portion of the gross amount (less reimbursable items) of each monthly payment request certified by Design Professional and approved by Owner for payment, until fifty percent completion of the Work. Upon fifty percent completion of the Work, the amount of retainage thereafter withheld by Owner from subsequent payment shall be reduced to 5% of that portion of the gross amount (less reimbursable items) of each monthly payment request certified by Design Professional and approved by Owner for payment unless Construction Contractor has elected to withhold a higher amount from subcontractors as allowed by law, in which case the higher amount shall be retained by Owner. Upon achieving fifty percent (50%) completion of the Work, and when requested by the Contractor, the Owner may release half of the amount previously retained. Owner reserves the right, at its sole discretion, to further reduce the amounts retained on any subsequent monthly payment request prior to final payment. Provided, however, nothing in this Section 4.5 shall preclude or limit the Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law.

4.6 When requested by the Contractor, the Owner may authorize final payment to subcontractors who have satisfactorily completed their respective portion of the Work, provided that such Work has been accepted by the Contractor and the Design Professional as complete, and provided that the necessary releases, lien waivers and surety consents have been provided. Such payments shall not diminish or qualify the contractor's obligation to complete the Work within the Contract Time.

4.7 Contractor shall pay its Subcontractors for all work satisfactorily completed on the Project, regardless of any other debts, claims or back-charges that may be owed by Subcontractors to Contractor on other projects. Provided the Subcontractor has satisfactorily performed its work on the Project, Contractor shall not be entitled to use funds otherwise due the Subcontractor from one project as a set off against claims, debts or back-charges that may be owed by Subcontractor to Contractor on other construction projects.

4.8 Monthly payments to Construction Contractor shall in no way imply approval or acceptance of Construction Contractor's work.

4.9 Each Application for Payment shall be accompanied by a Release and Affidavit, in the form prescribed by the Owner showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. Owner shall not be required to make payment until and unless the affidavit is furnished by Construction Contractor. Further, if Construction Contractor is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which Owner has paid Construction Contractor, Construction Contractor agrees to refund such money to Owner.

5. PAYMENTS WITHHELD

5.1 Design Professional shall review each Application for Payment submitted by Construction Contractor and shall make recommendations to Owner as to the proper amounts, if any, which may be owed Construction Contractor under the Application for Payment. Design Professional's payment recommendation shall be evidenced by a Certificate for Payment issued by Design Professional to Owner. All Certificates for Payment are subject to Owner's review and approval. Both Design Professional and Owner shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Contractor in an Application for Payment, or rescind any amount previously certified and approved in a Certificate for Payment, and Owner may withhold any payments otherwise due Construction Contractor under this Contract or any other agreement between Owner and Construction Contractor, to the extent it is reasonably necessary, to protect Owner from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against Owner attributable to the fault or neglect of Construction Contractor; (c) Construction Contractor's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Construction Contractor. Owner shall have the right, but not the obligation, to take any corrective action Owner deems appropriate to cure any of the above noted items, at Construction Contractor's expense, if such items are not cured by Construction Contractor to Owner's reasonable satisfaction within five (5) days after Construction Contractor's receipt of written notice from Owner.

6. FINAL PAYMENT

6.1 Owner shall make final payment to Construction Contractor within sixty (60) calendar days after the Work is finally accepted by Owner in accordance with

Paragraph 22.2 herein, provided that Construction Contractor first, and as an explicit condition precedent to the accrual of Construction Contractor's right to final payment, shall have furnished Owner with the following:

- 6.1.1 a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit prescribed by the Owner as of the date of this agreement;
 - 6.1.2 a duly executed copy of the surety's consent to final payment;
 - 6.1.3 evidence of payment to all subcontractors and suppliers in a form and containing such detail as may be required by Owner;
 - 6.1.4 an accounting in a form acceptable to Owner of the use of funds allocated for General Condition work items;
 - 6.1.5 such other documentation that may be required by the Contract Documents or Owner.
- 6.2 Construction Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Contractor against Owner arising out of this Contract pursuant to the WORK AUTHORIZATION or otherwise relating to the Project for which final payment is made, except those identified in writing by Construction Contractor as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Construction Contractor hereunder or to the recovery of damages for defective Work not discovered by Owner or Design Professional at the time of final inspection, and/or payment.

7. SUBMITTALS AND SUBSTITUTIONS

7.1 Construction Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Contractor shall submit all such materials at its own expense and in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Construction Contractor shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to Design Professional for review and action. Design Professional will transmit them back to Construction Contractor who will then issue the submittals to the affected subcontractor for fabrication or revision. Construction Contractor shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. Construction Contractor shall request Design Professional to make interpretations of the drawings or specifications requested of it by the subcontractors. Construction Contractor shall advise Design Professional in writing which submittals or requests for clarification have the greatest urgency; the

purpose being to enable Design Professional to prioritize requests coming from Construction Contractor. Construction Contractor shall advise Owner and Design Professional in writing when timely response is not occurring on any of the above.

7.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner and Design Professional if sufficient information is submitted by Construction Contractor to allow Owner and Design Professional to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Construction Contractor. All such requests, to the extent possible, should be submitted by Construction Contractor to Design Professional prior to the setting of the GMP.

7.3 If Construction Contractor wishes to furnish or use a substitute item of material or equipment, Construction Contractor shall make application to Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Design Professional in evaluating the proposed substitute. Design Professional may require Construction Contractor to furnish at Construction Contractor's expense additional data about the proposed substitute.

7.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Construction Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional, if Construction Contractor submits sufficient information to allow Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Design Professional shall be the same as those provided herein for substitute materials and equipment.

7.5 Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional and Owner shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without Owner's and Design Professional's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. Owner may require Construction Contractor to furnish at Construction Contractor's expense a special performance guarantee or other surety with respect to any substitute. If Owner rejects the proposed substitute, at Owner's discretion, Owner may require Construction Contractor to reimburse Owner for the charges of Design Professional and Design Professional's consultants for evaluating the proposed substitute.

8. PRE-CONSTRUCTION PHASE SERVICES

Construction Contractor shall provide the following review and commentary services, in addition to any other Pre-Construction Phase Services required by the terms of this Contract:

8.1 Review, Recommendations and Warranty: Construction Contractor shall familiarize itself thoroughly with the evolving civil, electrical and structural plans and specifications and shall follow the development of design from Schematic Pre-Construction Phase through Construction Documents Phase (as those phases are defined in the Design Agreement and as the timing of the WORK AUTHORIZATION allows). Construction Contractor shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives including assistance to Design Professional and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed and early completion of the Work. Construction Contractor shall furnish pertinent information as to the availability of materials and labor that will be required. Construction Contractor shall submit to Owner and Design Professional such comments as may be appropriate concerning construction feasibility and practicality. Construction Contractor shall call to Owner's and Design Professional's attention any defects in the design, drawings and specifications or other documents of which it is aware. Construction Contractor shall prepare estimates of the construction cost utilizing the unit quantity survey method in a format prescribed by the Owner.

8.2 Review Reports: Within ten business (10) days after receiving the documents produced by Design Professional, Construction Contractor shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph 8.1 above and on factors set out in Paragraphs 8.3 and 8.4 below. Within the same ten (10) day period, Construction Contractor shall submit to Owner, with copies to Design Professional, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as Construction Contractor may deem appropriate, and all actions taken by Design Professional with respect to same, any comments Construction Contractor may deem to be appropriate with

respect to separating the Work into separate subcontracts, alternative materials, and any other appropriate or required comments.

AT THE TIME THE GMP IS MUTUALLY ESTABLISHED, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED IN THE WORK AUTHORIZATION, THE CONSTRUCTION CONTRACTOR SHALL BE DEEMED TO HAVE WARRANTED TO OWNER, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT WITH EACH OTHER, PRACTICAL, FEASIBLE AND CONSTRUCTABLE. FURTHER, THE CONSTRUCTION CONTRACTOR SHALL BE DEEMED TO HAVE WARRANTED TO OWNER THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS IS CONSTRUCTABLE WITHIN THE CONTRACT TIME.

8.3 Long Lead Procurement: Construction Contractor shall review the Project design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and consult with Design Professional concerning same. When each item is identified, Construction Contractor shall notify prospective subcontractors, Owner and Design Professional of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. Construction Contractor shall keep itself informed of the progress of the respective subcontractors or suppliers manufacturing or fabricating such items, and revise the Construction Schedule when required as a result of delays in delivery. Delays in delivery time for long lead procurement items will not entitle Construction Contractor to a time extension for completion of the Project.

8.4 Interfacing:

8.4.1 Construction Contractor shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontractors and the general conditions items without duplication or overlap, and are sequenced to maintain completion of all Work on schedule.

8.4.2 Without assuming any design responsibilities of Design Professional, Construction Contractor shall include in the reports required under Paragraph 8.2 above, comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that Design Professional may arrange for necessary corrections.

9. CONSTRUCTION PHASE SERVICES

Construction Contractor shall provide the following services in addition to any other Construction Phase Services required by the terms of this Contract:

9.1 Construction Contractor shall arrange for all job-site facilities as required by Owner and necessary to enable Construction Contractor and Design Professional to

perform their respective duties and to accommodate any representatives of Owner which Owner may choose to have present on the job, the description of such facilities to be finalized prior to the establishment of the GMP.

9.1.1 Tangible personal property, otherwise referred to as job-site facilities, include, but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Work. The method of acquiring such job-site facilities shall be evaluated based on their cost over the life of the Project. Construction Contractor shall present its evaluation with recommendation to Owner for approval.

9.1.2 When Construction Contractor wishes to supply job-site facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in subparagraph 9.1.1 above. If leasing is found to be the least expensive approach, then it may lease such job-site facilities from its own equipment pool at a price not greater than the lowest of three (3) lease proposals obtained by Construction Contractor.

9.1.3 For all such job-site facilities purchased, which may become the property of Owner at the conclusion of the Work, Construction Contractor shall maintain ownership responsibilities of such facilities until final acceptance of the Work. Reimbursement for cost of such equipment will be made at the conclusion of the Work at the documented purchase price. At that time, Construction Contractor shall provide Owner with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to Owner or to its designee.

9.1.4 Construction Contractor is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to Owner, Owner may refuse acceptance of the equipment if Owner determines, in its sole discretion, that the equipment has not been properly cared for by Construction Contractor or that such acquisition would not otherwise be in the best interest of Owner. In such event, Construction Contractor will be reimbursed for such item in accordance with Section 5 of the Agreement.

9.2 Construction Contractor's administration of the Work shall include the following:

9.2.1 Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

9.2.2 Maintain a roster of companies on the Project with names and telephone numbers of key personnel.

9.2.3 Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

9.2.4 Provide labor relations management for a harmonious, productive Project.

9.3 Construction Contractor also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

9.3.1 Job Meetings: Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Construction Contractor shall arrange and conduct regular monthly Project status meetings with Design Professional and Owner. Construction Contractor shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Construction Contractor shall identify the party or parties responsible for following up on any problems, delay items or questions, and Construction Contractor shall note the action to be taken by such party or parties. Construction Contractor shall revisit each pending item at each subsequent meeting until resolution is achieved.

9.3.2 Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to Design Professional of such submittals for action, and closely monitor their review process.

9.3.3 Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for Construction Contractor and all subcontractors and maintain a material and equipment expediting log.

9.3.4 Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

9.3.5 Document Interpretation: Refer all questions for interpretation of the Contract Documents to Design Professional in writing.

9.3.6 Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to Owner and Design Professional, including information on subcontractors' Work, and the percentage of completion. Keep

a daily log available to Owner, Design Professional, and any permitting authority inspectors.

9.3.7 Subcontractors Progress: Prepare periodic punch lists for the Work, including work of subcontractors', identifying unsatisfactory or incomplete items and schedules for their completion.

9.3.8 Substantial Completion: Pursuant to the provisions of Paragraph 22.1 of these General Terms and Conditions, ascertain when the Work or designated portions thereof are ready for Design Professional's Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Construction Contractor and reviewed and supplemented by Design Professional, prepare a schedule for their completion indicating completion dates for Owner's review.

9.3.9 Final Completion: Monitor the completion of the Work and provide notice to Owner and Design Professional when the Work is ready for final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to Owner, through Design Professional, all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, record drawings, and maintenance books.

9.3.10 Start-Up: With Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing.

9.3.11 Record Drawings: Pursuant to the terms of Paragraph 10.2 hereafter, Construction Contractor shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Construction Contractor into the final record drawings.

9.4 Construction Contractor shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records. The Project files and records shall be available at all times to Owner and Design Professional or their designees for reference, review or copying.

9.5 Construction Contractor shall provide the following services with respect to the Work, to facilitate the smooth, successful and timely completion of the Project:

9.5.1 Construction Contractor shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to Owner in such a manner as to promote their usability. Construction Contractor shall provide Owner's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training may

be video taped by Owner for subsequent presentation to Owner's operations and maintenance personnel.

9.5.2 Construction Contractor shall secure required guarantees and warranties, and shall assemble and deliver same to Owner in the manner required by Owner.

10. DAILY REPORTS, RECORD CONTRACT DOCUMENTS AND MEETINGS

10.1 Construction Contractor shall prepare, maintain and submit to Design Professional and Owner, for their review and approval, the various logs, reports, and schedules set forth in Exhibit B to the Agreement. Construction Contractor's complete performance of its obligation to prepare, maintain and submit those logs, reports, and schedules is a condition precedent to Owner's obligation hereunder to make any payments to Construction Contractor. These logs, reports and schedules shall not constitute nor take the place of any notice required to be given by Construction Contractor to Owner or Design Professional pursuant to the Contract Documents.

10.2 Construction Contractor shall maintain in a safe place at the Project site one record copy and one permit set of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Design Professional, in good order and annotated to show all changes made during construction. The record Contract Documents shall be continuously updated by Construction Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Contractor shall certify the accuracy of the updated record Contract Documents. As a condition precedent to Owner's obligation to pay Construction Contractor, Construction Contractor shall provide evidence, satisfactory to Owner and Design Professional, that Construction Contractor is fulfilling its obligation to continuously update the record Contract Documents. The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Owner and Design Professional for reference. Upon completion of the Work and as a condition precedent to Construction Contractor's entitlement to final payment, the record Contract Documents shall be delivered to Design Professional by Construction Contractor for Owner.

10.3 Construction Contractor shall advise Owner, its representatives and Design Professional of their requested or required participation in any meeting or inspection giving each written notice at least 48 hours prior to the meeting or inspection.

11. CONTRACT TIME AND TIME EXTENSIONS

11.1 Construction Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Construction Contractor or anyone for whom Construction Contractor is liable. Unless expressly noted otherwise in the Contract Documents, Construction Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's suppliers and contractors as set forth in Section 14 herein.

11.2 Should Construction Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, unusually severe weather conditions by comparison with the ten-year Volusia County, Florida, average not reasonably anticipatable, Construction Contractor shall notify Owner and Design Professional in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Contractor may have had to request a time extension.

11.2.1 Owner shall have the right, at any time, whether or not Construction Contractor is behind schedule, to order Construction Contractor to accelerate its Work. In the event that Owner orders Construction Contractor to accelerate its Work and Construction Contractor (i) is not behind schedule and (ii) believes that acceleration will increase the cost of performance, Construction Contractor, shall be required to submit a Claim for increase pursuant to Section 13 of this Agreement. Any such claim shall be based exclusively and solely on actual and direct increased field costs associated with the acceleration.

11.3 If Construction Contractor encounters on the Project site any materials reasonably believed by Construction Contractor to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered harmless, Construction Contractor immediately shall (i) stop Work in the area affected and (ii) report the condition to Owner in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Construction Contractor or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time

and Construction Contractor shall indemnify Owner and hold Owner harmless for any costs incurred by Owner with respect to such hazardous material.

11.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, including those for which Owner and Design Professional may be responsible, in whole or in part, shall relieve the Contractor of its duty to perform or give rise to any rights to damages or additional compensation from Owner unless specifically provided for in this paragraph. If the Contractor is delayed at any time in the progress of the work due to causes outside of its control, or the control of its subcontractors or suppliers, the Construction Contractor may submit a change order requesting an extension of the Contract Time in accordance with the procedure established in this agreement. The Construction Contractor warrants by execution of the Contract that the Construction Contractor has accounted for and anticipated foreseeable delays and that the work can be completed within the Contract Time. Any delay shall be deemed to be the fault of Contractor, unless a change in the Contract Time for the delay has been approved through a Change Order. Any extension of the Contract Time shall be net of any foreseeable delays or other delays attributable to the Contractor. No extension of the Contract Time shall increase the Contract Sum unless and until the Construction Contractor demonstrates to the satisfaction of the Owner that the Substantial Completion will be delayed beyond a date selected for Substantial Completion in this Contract. For each day Substantial Completion is so delayed as a result of an approved extension of the Contract Time, on grounds other than adverse weather conditions, Construction Contractor shall be entitled to a proportional increase in the allowance for general conditions and the corresponding increase in the Contract Sum, but no more. Construction Contractor agrees and warrants that it waives all other damages or costs that it may incur as a result of delay to its performance other than specifically set forth in this paragraph. The Contract Sum shall not be increased as a result of extension of the Contract Time to the extent the extension of time results from adverse weather conditions or any other cause outside the control of the Owner.

12. CHANGES IN THE WORK

12.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless Owner has agreed in writing to a longer period of time), Construction Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by Design Professional that will not result in an increase in compensation or adjustment to the Contract Time, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to Construction Contractor for any increased compensation or adjustment to the Contract Time without such written order. NO OFFICER, EMPLOYEE OR AGENT OF OWNER IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.

12.2 A Change Order shall be prepared by Construction Contractor, reviewed by Design Professional and Owner, and executed promptly by the parties after an agreement is reached between Construction Contractor and Owner concerning the requested changes. Construction Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Construction Contractor shall mutually agree.

12.3 If Owner and Construction Contractor are unable to agree on a Change Order for the requested change, Construction Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Construction Contractor disagrees with Owner's adjustment determination, Construction Contractor must make a claim pursuant to Section 13 of these General Conditions or else be deemed to have waived any claim it might otherwise have had on that matter.

12.4 In the event a requested change is approved by Owner which results in either an increase or decrease to the Contract Amount, a Change Order shall be issued which increases or decreases the GMP by the amount of Construction Contractor's actual and reasonable direct Cost of the Work (including bond premiums).

12.5 Notwithstanding any provision herein to the contrary, the amounts for combined overhead and profit for Change Orders and Construction Change Directives are as follows:

1. For the Contractor, for Work performed by the Contractor's own forces or increases in any bond premiums; a percentage of the cost equal to that used to establish the Construction Contractor's fee.
2. For the Contractor, for Work performed by the Contractor's Subcontractor; a percentage of the amount due the Subcontractor equal to that used to establish the Construction Contractor's fee.
3. For each Subcontractor or Sub-subcontractors involved, the Work performed by that Subcontractor or Sub-subcontractor's own forces; ten percent (10%) of the cost.
4. For each Subcontractor, the Work performed by the Subcontractor's Sub-subcontractor's; five percent (5%) of the amount due the Sub-subcontractor.
5. No further tiering of the Sub-subcontractors will be allowed mark-up for overhead and profit.
6. Cost to which overhead and profit is to be applied shall be determined in accordance with Section 5 of this Agreement.
7. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accomplished by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the

manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$100.00 be approved without such itemization.

12.6 Owner shall have the right to conduct an audit of Construction Contractor's books and records, as well as those of its subcontractors and suppliers, to verify the accuracy of Construction Contractor's claim with respect to Construction Contractor's costs associated with any Change Order or Construction Change Directive.

12.7 Design Professional may direct Construction Contractor to make nonmaterial changes to the Work, so long as such changes do not require or result in any adjustment to the Contract Amount, Contract Time or Project quality, and are generally within the scope of the Work. All such changes must be evidenced by a written order from Design Professional to Construction Contractor, with a copy to Owner. Construction Contractor shall comply with all such orders.

12.8 When the GMP includes an Owner's Contingency Allowance, changes in the work may be authorized as a Contingency Adjustment. The procedures for Contingency Adjustments are the same as for Change Orders and Construction Change Directives, except that no increase or decrease to the GMP results. Costs for Contingency Adjustments shall not include amounts for Contractor's overhead and profit or adjustments to the Contractor's fee. If Owner and Construction Contractor are unable to agree on a Contingency Adjustment for the requested change, Construction Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Construction Contractor disagrees with Owner's adjustment determination, Construction Contractor must make a claim pursuant to Section 13 of these General Conditions or else be deemed to have waived any claim it might otherwise have had on that matter.

13. CLAIMS AND DISPUTES

13.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

13.2 Initial notice of Claims by Construction Contractor shall be made in writing to Owner and Design Professional within fourteen (14) calendar days after the first day of the event giving rise to such Claim or else Construction Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and Design Professional within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else Construction Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Paragraph 12.5 hereof.

13.3 Construction Contractor shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

13.4 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 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.

13.5 Any litigation between Owner and Construction Contractor (which term for the purposes of this subparagraph shall include Construction Contractor's surety), whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and Construction Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between Owner and Construction Contractor shall lie and be only in the appropriate State courts of the State of Florida's Seventh Judicial Circuit in and for Volusia County, Florida. Construction Contractor consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14. OTHER WORK

14.1 Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Construction Contractor prior to starting any such other work. If Construction Contractor believes that such performance will involve additional expense to Construction Contractor or require additional time, Construction Contractor shall send written notice of that fact to Owner and Design Professional within seven (7) calendar days of being notified of the other work. If Construction Contractor fails to send the above required seven (7) calendar days' notice, Construction Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

14.2 Construction Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional

work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Construction Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Construction Contractor shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Construction Contractor shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Design Professional.

14.3 If any part of Construction Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), Construction Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within seven (7) calendar days of the time Construction Contractor first became aware of the delay, defect or deficiency or by the scheduled commencement of Construction Contractor's dependent Work, whichever occurs first. Construction Contractor's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Construction Contractor's Work.

15. INSURANCE

15.1 During the term of this Agreement Construction Contractor shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described on Exhibit C and as described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of each WORK AUTHORIZATION by Construction Contractor and prior to execution of the Work, Construction Contractor has delivered to Owner properly executed Certificates of Insurance, using the standard Accord form, evidencing the fact that Construction Contractor has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to Owner, on a timely basis, if requested by Owner. These Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be give Owner of any cancellation, intent not to renew (except for non-payment of premium which shall be ten (10) days), or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. Construction Contractor shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Construction Contractor from its insurers, and nothing contained herein shall relieve Construction Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Construction Contractor shall immediately take steps to have the aggregate limit reinstated. All insurance coverages of Construction Contractor shall

be primary to any insurance or self-insurance program carried by Owner applicable to the Project.

15.2 All insurance coverages of Construction Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project, and the "Other Insurance" provisions of any policies obtained by Construction Contractor shall not apply to any insurance or self-insurance program carried by Owner applicable to the Project.

15.3 The acceptance by Owner of any Certificate of Insurance for the Project evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.

15.4 Before starting and until completion of all services required pursuant to each WORK AUTHORIZATION, Construction Contractor shall procure and maintain insurance of the types and to the limits specified in Exhibit C, "Insurance Requirements", which is attached hereto and made a part hereof. Construction Contractor shall require each of its subcontractors to procure and maintain, until the completion of that subcontractor's services, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirement for the subcontractor is expressly waived in writing by Owner. It is the Contractor's explicit responsibility to ensure all subconsultant(s) and/or subcontractor(s) comply with these insurance requirements.

15.5 If any insurance provided pursuant to this Agreement expires prior to the completion of the services required hereunder, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies, shall be furnished to Owner fifteen (15) days prior to the date of expiration.

15.6 Should at any time Construction Contractor not maintain the insurance coverages required in this Agreement, Owner may cancel the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge Construction Contractor for such coverages purchased. If Construction Contractor fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due Construction Contractor under this Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

15.7 Construction Contractor, its subconsultants and Owner shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by Owner, except such rights as they may have to the proceeds of such insurance held by any of them.

15.8 All insurance companies from whom Construction Contractor obtains the insurance policies required hereunder must meet the minimum requirements provided by City of Ormond Beach Resolution.

16. INDEMNIFICATION

16.1 To the maximum extent permitted by Florida law, Construction Contractor shall defend, indemnify and hold harmless Owner and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Construction Contractor or from personal injury, property damage, direct or indirect damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Contractor or anyone employed or utilized by the Construction Contractor in the performance of this Agreement.

16.2 The duty to defend under this Article 16 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Construction Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Construction Contractor. Construction Contractor's obligation to indemnify and defend under this Article 16 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

17. CLEANUP AND PROTECTIONS

17.1 Construction Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Contractor fails to keep the Project site clean, Owner has the right, after providing a twenty-four (24) hour written notice, to perform any required clean up and to back charge Construction Contractor for the costs of such clean up. At the completion of the Work, Construction Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean.

17.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Construction Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Contractor to condition at least equal to that existing at the time of Construction Contractor's commencement of the Work.

18. ASSIGNMENT

18.1 Construction Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of Owner. If Construction Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Construction Contractor all of the obligations and responsibilities that Construction Contractor has assumed toward Owner.

19. PERMITS, LICENSES AND TAXES

19.1 All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Construction Contractor. Permits and licenses to be acquired by Construction Contractor with the assistance of Design Professional include, but are not limited to, building, site, and utility permits, as well as all Health Department permits required for the construction or relocation of water and/or sanitary sewer lines and facilities, to the extent such water and/or sewer work is included in this Contract. If Construction Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Construction Contractor shall bear all costs arising therefrom. All costs incurred by Construction Contractor with respect to performing its obligations under this Paragraph 19.1 shall be considered a direct cost item and shall be considered reimbursable as Cost of the Work as provided for in the Agreement. Owner shall fully cooperate with Construction Contractor where necessary. Construction Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

19.2 Construction Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Additionally, Construction Contractor shall comply with and fully implement the sales tax savings program with respect to the Work, as set forth below in Paragraph 19.3.

19.3 OWNER DIRECT PURCHASE

19.3.1 Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work. Construction Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order to maximize cost savings for the Project. Unless directed otherwise in writing by Owner, Construction Contractor shall prepare requisitions to vendors selected by Construction Contractor for all purchases of materials and equipment exceeding five thousand dollars (\$5,000), for execution by Owner. Construction Contractor shall allow two weeks for execution of all such purchase orders by Owner, except that Owner is under no obligation to execute purchase orders unless and until Construction Contractor has processed

deductive Change Orders in amounts equal to or exceeding the cumulative total of purchases executed or requested. Prior to its first application for payment and processing of any requisitions by Owner, Construction Contractor will process one (1) deductive Change Order under the Agreement for the entire estimated amount of Owner Direct Purchases, inclusive of sales taxes. Should at any time the cumulative amount of requisitions requested by Construction Contractor exceed the amount of deductive Change Orders previously processed, an additional deductive Change Order shall be required prior to the processing of additional requisitions. Prior to the final payment, a final reconciliation of the Owner Direct Purchases will be performed and such deductive Change Order will be prepared for the Owner's review and approval.

19.3.2 With respect to all direct purchases by Owner, Construction Contractor shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all direct purchases. Notwithstanding anything herein to the contrary, Construction Contractor expressly acknowledges and agrees that any materials or equipment directly purchased by Owner pursuant this section shall be included within and covered to the same extent as all other warranties provided by Construction Contractor pursuant to the terms of the Contract Documents. Owner shall assign to Construction Contractor any and all warranties and rights Owner may have from any manufacturer or supplier of any such direct purchases by Owner.

20. TERMINATION FOR DEFAULT

20.1 Construction Contractor shall be considered in material default of the Contract and such default shall be considered cause for Owner to terminate the Contract, in whole or in part, as further set forth in this Article, if Construction Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as provided for in the Contract Documents; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Contract; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of the Contract Documents.

20.2 If Owner determines that Construction Contractor is in default under this Contract, Owner shall notify Construction Contractor in writing of Construction Contractor's default(s). If Owner determines that Construction Contractor has not

remedied and cured the default(s) or established a mutually agreeable plan with the Owner to cure the default(s) within seven (7) calendar days following receipt by Construction Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against Construction Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Construction Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Construction Contractor, take assignments of any of Construction Contractor's subcontracts and purchase orders that Owner may designate, and complete all or any portion of Construction Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose. In making either the initial determination that Construction Contractor is in default under this Contract or the subsequent determination that Construction Contractor has failed to satisfactorily cure its default, Owner may rely solely upon Design Professional's certification to Owner that in Design Professional's opinion Construction Contractor is in default or has failed to satisfactorily cure its default.

20.3 If Owner deems any of the foregoing remedies necessary, Construction Contractor agrees that it shall not be entitled to receive any further payments until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the unpaid balance of the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Construction Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by Owner to complete the Work, Construction Contractor shall not be entitled to any portion of such excess, except for the unpaid portion of the Construction Management Fee earned and the Cost of Work incurred prior to Construction Contractor's right to continue performance under this Contract being terminated. Any amounts to be paid to Owner by Construction Contractor pursuant to this Paragraph 20.3 shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.

20.4 The liability of Construction Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event Owner has exercised its right to terminate due to Construction Contractor's default,

Construction Contractor shall be prohibited from bidding or otherwise seeking additional work from Owner in accordance with Owner's then current debarment policy.

20.5 If, after notice of termination of Construction Contractor's right to proceed pursuant to this Article, it is determined for any reason that Construction Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Construction Contractor provided herein, then such termination shall be deemed a termination for Owner's convenience and Construction Contractor's remedies against Owner shall be the same as and limited to those afforded Construction Contractor under Paragraph 21.1 below.

21. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

21.1 Owner shall have the right to terminate this Contract or individual WORK AUTHORIZATION without cause upon seven (7) calendar days written notice to Construction Contractor. In the event of such termination for convenience, Construction Contractor's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Construction Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

21.2 Owner shall have the right to suspend all or any portions of the Work upon giving Construction Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Construction Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Construction Contractor be entitled to any additional compensation or damages except as otherwise expressly provided for in the Contract Documents. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, Construction Contractor shall have the right to terminate the Contract with respect to that portion of the Work which is subject to the ordered suspension.

22. COMPLETION

22.1 When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Construction Contractor shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Said written notice from Construction Contractor shall include a proposed punch list of all items of Work to be completed or corrected by Construction Contractor. Within a reasonable time thereafter, Owner, Construction Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of

completion. If Owner and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Construction Contractor in writing giving the reasons therefore. In such case, Construction Contractor shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Construction Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Contractor and include a final punch list of items to be completed or corrected by Construction Contractor before final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws. Accordingly, Design Professional shall provide the final punch list to Construction Contractor within seven calendar days after Construction Contractor has achieved Substantial Completion. Construction Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Construction Contractor to complete all the Work required under this Contract and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if this Agreement involves Work on more than one building or structure, or involves a multi-phased Project, a punch list shall be developed in accordance with the timelines set forth in this paragraph for each building, structure, or phase of the Project. Owner shall have the right to exclude Construction Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion (or Partial Substantial Completion), but Owner shall allow Construction Contractor reasonable access to complete or correct items on the final punch list.

22.2 When Construction Contractor believes it has fully performed all of the Work, including all punch list items, Construction Contractor shall deliver to Owner a written affidavit certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by Construction Contractor at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Professional determine Construction Contractor has completed the entire Work, Design Professional shall promptly issue a Certificate of Final Completion, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Contractor, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Construction Contractor's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until Construction Contractor submits: (1) the final Release and Affidavit in the form prescribed by Owner, (2) consent of surety to final payment, and (3) if

required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied that all requirements of the Contract Documents have been met, neither the final payment nor the retainage shall become due and payable.

23. WARRANTY

23.1 Construction Contractor shall obtain and assign to Owner all express warranties given to Construction Contractor by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Contractor expressly warrants to Owner that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Construction Contractor expressly warrants to Owner that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Construction Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion. In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, Construction Contractor expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Contractor shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, Construction Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Contractor's warranty excludes remedy for damage or defect caused by Owner's abuse, modifications not performed by Construction Contractor, improper or insufficient maintenance by Owner (unless such maintenance was performed in accordance with the directions from Construction Contractor), improper operation by Owner (unless such operations were performed in accordance with the

directions from Construction Contractor), or normal wear and tear under normal usage.

24. TESTS AND INSPECTIONS

24.1 Owner, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Construction Contractor shall provide proper, safe conditions for such access. Construction Contractor shall provide Design Professional, Owner's Uniform Building Construction Inspector or any other entity with responsibility for inspection of the work with timely prior written notice (at least 48 hours) of the readiness of the Work for all required inspections, tests or approvals.

24.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Construction Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to Owner and Design Professional.

24.3 If any Work that is to be inspected, tested or approved pursuant to the Contract Documents is covered without such inspection, testing or approval having been satisfactorily obtained by Construction Contractor and without obtaining the written concurrence from Design Professional or other applicable entity with responsibility for inspection of the work, such Work must, if requested by Design Professional or inspection entity, be uncovered for observation. Such uncovering shall be at Construction Contractor's expense unless Construction Contractor has given Design Professional and the applicable inspection entity 48 hour's written notice of Construction Contractor's intention to cover the same and has requested written concurrence by Design Professional and the inspection entity and Design Professional or the inspection entity has not acted with reasonable promptness to respond to such notice and request. If any Work is covered contrary to written directions from Design Professional or the inspection entity, such Work must, if requested by Design Professional or the inspection entity, be uncovered for Design Professional's or the inspection entities observation and be replaced at Construction Contractor's sole expense.

24.4 Owner shall charge to Construction Contractor and may deduct from any payments due Construction Contractor all engineering and inspection expenses incurred by Owner in connection with any overtime work unless such overtime work was expressly requested by Owner and Construction Contractor was on schedule. Such overtime work consists of any work during the construction period beyond the

regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

24.5 Neither observations by Design Professional or Owner, nor inspections, tests or approvals by others shall relieve Construction Contractor from Construction Contractor's obligations to perform the Work in accordance with the Contract Documents.

24.6 Construction Contractor is responsible, without reimbursement from Owner, for re- inspection fees and costs, to the extent such re-inspections are due to the fault or neglect of Construction Contractor.

25. DEFECTIVE WORK

25.1 Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Owner or Design Professional, Construction Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by Owner or Design Professional, remove it from the site and replace it with non-defective Work. Construction Contractor shall bear all direct and indirect costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner and Design Professional harmless for same.

25.2 If Owner or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Construction Contractor, at Design Professional's or Owner's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Owner or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Construction Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Construction Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

25.3 Owner shall have the right to order Construction Contractor to stop all or any portion of the Work if at any time Owner reasonably determines that Construction Contractor's performance of the Work is not in compliance with the requirements of the Contract Documents. Such noncompliance shall include, but is not limited to, Construction Contractor's failure to provide adequate labor, materials or equipment to satisfactorily maintain the various Project schedules (including the Master Project Schedule). This right to stop the Work shall be exercised, if at all, solely for Owner's

benefit and nothing herein shall be construed as obligating Owner to exercise this right for the benefit of Construction Contractor or any other person.

25.4 Should Owner determine, at its sole opinion, it is in Owner's best interest to accept defective Work, Owner may do so. Construction Contractor shall bear all direct and indirect costs attributable to Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If Owner accepts such defective Work after final payment, Construction Contractor shall promptly pay Owner an appropriate amount determined by Owner to adequately compensate Owner for its acceptance of the defective Work.

25.5 If Construction Contractor fails, within a reasonable time after the written notice from Owner or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Owner or Design Professional, or if Construction Contractor fails to perform the Work in accordance with the Contract Documents, or if Construction Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days' written notice to Construction Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Construction Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Construction Contractor's services related thereto, take possession of Construction Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Construction Contractor but which are stored elsewhere. Construction Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph. All direct and indirect costs of Owner in exercising such rights and remedies shall be charged against Construction Contractor, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct and indirect costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Construction Contractor's defective Work. Construction Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

26. SUPERVISION AND CONTRACTOR'S REPRESENTATIVE

26.1 Construction Contractor is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. Construction Contractor is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents. Unless otherwise authorized in writing by the Owner, Construction Contractor shall keep on the Work at all times during its progress a competent resident representative who shall not be replaced without prior written notice to Owner and Design Professional except under extraordinary circumstances. The representative shall have authority to act on behalf of Construction Contractor. All communications given to the representative shall be as binding as if given to Construction Contractor. Owner shall have the right to direct Construction Contractor to remove and replace its Project representative or any other employee of Construction Contractor or any employee of any subcontractor from the Project, with or without cause.

26.2 Construction Contractor shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of Construction Contractor to coordinate, inspect and provide general direction of the Work and progress of the subcontractors. Construction Contractor shall provide no less than those personnel during the respective phases of construction that are set forth in each WORK AUTHORIZATION. Construction Contractor shall not change any of those persons identified in each WORK AUTHORIZATION unless mutually agreed to in writing by Owner and Construction Contractor. In such case, Owner shall have the right to approve the replacement personnel.

26.3 Construction Contractor shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and Design Professional. Owner and Design Professional may attend meetings between Construction Contractor and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of Construction Contractor to administer the subcontracts.

26.4 Construction Contractor shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to Construction Contractor. Construction Contractor shall develop and maintain a program, acceptable to Owner and Design Professional, to assure quality control of the Work. Construction Contractor shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and Construction Contractor shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between Construction Contractor and Design

Professional over the acceptability of the Work, Owner, in its discretion, shall have the right to determine the acceptability.

26.5 Construction Contractor shall not employ on the Project any person who has been convicted of a felony or misdemeanor-level criminal charge regarding sexual abuse or misconduct, nor permit any subcontractor to assign any employee of it to the Project who has been convicted of a felony or misdemeanor-level criminal charge regarding sexual abuse or misconduct.

27. PROTECTION OF WORK

27.1 Construction Contractor shall fully protect the Work and adjacent property from loss or damage and shall bear the cost of any such loss or damage until Substantial Completion is achieved. If Construction Contractor or anyone for whom Construction Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Construction Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Construction Contractor.

27.2 Construction Contractor shall ascertain what temporary enclosures, if any, of building areas, including existing facilities, should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work and to protect and secure the Work and existing facilities, in periods when extreme weather conditions are likely to be experienced.

27.3 Construction Contractor shall not permit any unsafe loading of any structure at the Project site, nor shall Construction Contractor subject any part of the Work or adjacent property to any forces that will endanger it.

27.4 Construction Contractor shall not disturb any benchmark established by Owner with respect to the Project. If Construction Contractor, or its subcontractors, agents or anyone for whom Construction Contractor is legally liable, disturbs Owner's benchmarks, Construction Contractor shall immediately notify Owner and Design Professional. Owner shall have the benchmarks reestablished and Construction Contractor shall be liable for all costs incurred by Owner associated therewith.

28. EMERGENCIES

28.1 Construction Contractor shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Construction Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Construction Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a

Change Order shall be issued to document the consequences of the changes or variations. If Construction Contractor fails to provide the forty-eight (48) hour written notice noted above, Construction Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. Construction Contractor is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage.

29. USE OF PREMISES

29.1 At all times during the performance of the Work, Construction Contractor shall keep all of its operations, (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Contract Documents. Construction Contractor shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with Owner's interest. Construction Contractor is responsible for any damage to any such area, or to the owner or occupant thereof, or any areas contiguous thereto, resulting from the performance of the Work.

29.2 Except as required by the Contract Documents or otherwise required in order for Construction Contractor to satisfy its safety and security obligations under the Contract Documents, Construction Contractor shall not erect or install, nor shall it permit any of its subcontractors, suppliers, subconsultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of Owner, unless such signage has been expressly approved in writing by Owner, which approval may be withheld by Owner in its sole discretion.

29.3 Construction Contractor acknowledges that Work may be performed at a particular Project site where Owner simultaneously is conducting and continuing its operations upon the same site. In such event, Construction Contractor shall coordinate its Work so as to cause no unreasonable interference with or disruption to Owner's operations.

30. SAFETY

30.1 Construction Contractor is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. Further, it is Construction Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work which may be stored off the Project site. Construction Contractor shall develop and implement, in accordance with the requirements of the Contract Documents, a safety plan for the Work.

30.2 Construction Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of Owner and any public body having jurisdiction over the Work, including all of their safety codes, laws, ordinances, rules and regulations. Construction Contractor shall notify owners of adjacent property and of

any underground structures or improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Construction Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

30.3 At all times during the performance of the Work at the Project site, Construction Contractor shall have designated, and located on a full time basis at the Project site, a qualified individual whose responsibility shall be to monitor and enforce Construction Contractor's safety program at the Project site. Construction Contractor hereby designates its superintendent as that safety representative. Construction Contractor may designate by written notice to Owner another individual, reasonably acceptable to Owner, who shall be Construction Contractor's safety representative at the Project site.

30.4 Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property. All employees of Construction Contractor, as well as those of all subcontractors and those of any other person or entity for whom Construction Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.

30.5 Construction Contractor acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Construction Contractor shall comply with the following:

30.5.1 All Owner facilities are smoke free. Smoking is strictly prohibited;

30.5.2 Construction Contractor shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of Owner's property without Owner's expressed prior written consent;

30.5.3 All Employees are prohibited from distributing any papers or other materials upon Owner's property, and are strictly prohibited from using any of Owner's telephones or other office equipment;

30.5.4 All Employees shall at all times comply with OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

30.5.5 All Employees shall enter and leave Owner's facilities only through the ingress and egress points identified in the site utilization plan approved by Owner or as otherwise designated, from time to time, by Owner in writing;

30.5.6 When requested, Construction Contractor shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;

30.5.7 At all times Construction Contractor shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

31. PROJECT MEETINGS

31.1 Prior to the commencement of Work, Construction Contractor shall attend a preconstruction conference with Owner and Design Professional and others as appropriate to discuss the Master Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, Construction Contractor shall attend any and all meetings convened by Owner or Design Professional with respect to the Project, when directed to do so by Owner or Design Professional. Construction Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or Design Professional.

32. MATERIAL SAFETY DATA SHEET

32.1 If any chemicals, materials, or products containing toxic substances, as defined by Chapter 442, Florida Statutes or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by Construction Contractor or any of its subcontractors, Construction Contractor shall provide to Design Professional and Owner a Material Safety Data Sheet at the time of each delivery or prior to each new use of such product.

33. AUDITING RIGHTS AND PUBLIC RECORDS

33.1 Construction Contractor shall keep all records and supporting documentation which relate to the Work hereunder for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Contractor shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. Owner, any duly authorized agents or representatives of Owner, and the public shall have the right to inspect and copy all of Construction Contractor's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Contractor shall cooperate in any audit, inspection, or copying of the documents under this agreement as provided by Chapter 119 Florida Statutes and as provided by Exhibit E to this agreement. Access, inspection, copying and auditing rights shall survive the termination of this Contract.

33.2 If at any time, Owner conducts such an audit of Construction Contractor's records and documentation and finds that Construction Contractor overcharged Owner, Construction Contractor shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 6% annum). If the Overcharged Amount is equal to or greater than \$10,000.00, Construction Contractor shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of Construction Contractor. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Contractor with regard to the Project or under any other agreement between Construction Contractor and Owner. If such amounts owed Construction Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Contractor hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

33.3 This Article 33, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

34. COMPLIANCE WITH LAWS

34.1 Construction Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Construction Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and Design Professional in writing.

34.2 For federally funded projects, Construction Contractor must comply with all federal rules and regulations.

35. SUBCONTRACTS

35.1 Construction Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Construction Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Master Project Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review and approval. Construction Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

35.2 A subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Construction Contractor. Construction Contractor shall be solely responsible for and have control over the subcontractors. Construction Contractor shall negotiate all Change Orders, Construction Change Directives, Field Orders and Request for Proposals, with all affected subcontractors and shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order from Owner.

35.3 Construction Contractor shall not enter into a subcontract with any subcontractor, if Owner reasonably objects to that subcontractor. Construction Contractor shall not be required to contract with anyone it reasonably objects to. At the time Construction Contractor executes the WORK AUTHORIZATION, Construction Contractor shall also submit to Owner a complete list of the names, addresses, licensing information and phone numbers of all subcontractors Construction Contractor intends to use for each portion of the Work. The list of subcontractors cannot be modified, changed, or amended without prior written approval from Owner, whose approval shall not be unreasonably withheld. Construction Contractor shall continuously update that subcontractor list, so that it remains current and accurate throughout the entire performance of the Work. As part of the Project document file to be maintained by Construction Contractor at the Project site, Construction Contractor shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between Construction Contractor and its subcontractors shall be in writing and are subject to Owner's approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Construction Contractor to the same extent Construction Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Contractor to Owner at the election of Owner upon termination of Construction Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the subcontractor except workman's compensation, (5) assign all warranties directly to Owner, (6) identify Owner as an intended third-party beneficiary of the subcontract, and (7) incorporate Exhibit C into all of its subcontracts. Construction Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Paragraph 35.3 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

35.4 The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In

addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years.

35.5 Unless otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

35.5.1 LIMITATION OF REMEDIES - NO DAMAGES FOR DELAY

That the subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by Owner or Design Professional or attributable to Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work, the subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

35.5.2 The subcontract shall require the subcontractor expressly agree that the foregoing subsection 35.5.1 constitutes its sole and exclusive remedies for delays and changes in the Work and thus eliminates any other remedies or claim for increase in the subcontract price, damages, losses or additional compensation. Further, Construction Contractor shall incorporate terms of the above paragraph in all of its subcontracts and require all subcontractors to similarly incorporate such terms into their sub-subcontracts.

35.5.3 Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Construction Contractor within the time and in the manner in which Construction Contractor must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

35.6 When Construction Contractor submits its GMP proposal to Owner, Construction Contractor also shall identify in writing those portions of the Work it intends to perform with its own employees. Any and all work to be self-performed by Construction Contractor must be approved in writing by Owner in its sole discretion prior to commencement of such work.

36. MARKET ANALYSIS AND SOLICITATION OF BIDS

36.1 The purpose of this Paragraph is to insure that Construction Contractor makes a genuine effort to stimulate subcontractor interest in the Project and maximize participation of potential qualified subcontractors in the bidding process. At all times Owner shall have access to and the right to require copies of all correspondence, records, files and other bid documents (including all bid responses) with respect to the bidding process. Further, Construction Contractor shall notify Owner of the date, time and place of all bid openings and Owner shall have the right to attend any and all such bid openings. All bid openings shall be conducted in Ormond Beach, Florida.

36.1.1 Construction Contractor shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Work. Construction Contractor shall make an analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of Work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the Contract Time.

36.1.2 As various bid packages are prepared for bidding, Construction Contractor shall submit to Owner and Design Professional in a manner suitable to Owner a list of potential bidders for their review and approval. Construction Contractor shall be responsible for promoting and encouraging bid competition.

36.1.3 Construction Contractor shall carry out an active program of stimulating interest of qualified subcontractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project. As part of his program, Construction Contractor shall conduct an information meeting for prospective subcontractors in conjunction with the Owner, not less than thirty (30) days prior to the solicitation of bids.

36.2 Construction Contractor shall prepare invitations for bids and all other appropriate bid documents for all procurement of long lead items, materials and services, for subcontractor contracts and for site utilities.

36.2.1 Except as hereafter provided in Paragraph 36.5, all subcontracts are to be awarded to the lowest responsive and responsible bidder.

36.2.2 Subcontracts not exceeding \$5,000.00 may be awarded based upon verbal quotes. Subcontracts over \$5,000.00 and up to \$75,000.00 must be awarded by either written quote or bid. Construction Contractor shall obtain a minimum of at least three (3) verbal or written bids, as applicable, on all such

subcontracts. All such quotes received by Construction Contractor shall be entered on a tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to Owner and Design Professional for their review and comments prior to Construction Contractor awarding the subcontract.

36.2.3 Subcontracts exceeding \$75,000.00 must be solicited by public bidding. Bids must be advertised for at least three (3) consecutive weeks prior to the established bid opening time and date, unless a shorter solicitation period is authorized in writing by the Owner. All such bids must be in writing and shall be received and opened in the manner and at the location, date and time established in the bid documents. All such bids received by Construction Contractor shall be entered on a bid tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to Owner and Design Professional for their review and comment prior to Construction Contractor awarding the subcontract.

36.3 As part of its bid preparation, Construction Contractor shall review the specifications and drawings prepared by Design Professional. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by Construction Contractor shall be brought to the attention of Owner and Design Professional in written form.

36.4 For each subcontract that exceeds \$75,000, Construction Contractor shall, unless waived in writing by Owner, conduct a pre-bid conference with prospective bidders and a pre- award conference with the apparent successful bidder. Design Professional and Owner shall be invited to all such meetings. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, Construction Contractor shall transmit these to Design Professional in writing and upon receiving clarification or correction in writing from Owner or Design Professional shall issue an addendum to the bidding documents to all of the prospective bidders.

36.5 Notwithstanding the provision above requiring award of subcontracts to the lowest responsive and responsible bidder, Construction Contractor may award a subcontract to someone other than the lowest responsive and responsible bidder provided Construction Contractor has first received Owner's express written consent to such award. Owner's consent to any such award will be at Owner's sole discretion. Whenever Construction Contractor wishes to award a subcontract to someone who is not the lowest responsive and responsible bidder, Construction Contractor must notify Owner in writing, setting out in detail the reasons and justifications for the suggested award.

37. SECURING AGREEMENT

37.1 Construction Contractor warrants that Construction Contractor has not employed or retained any company or person, other than a bona fide employee

working solely for Construction Contractor, to solicit or secure this Contract and that Construction Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. At the time this Contract is executed, Construction Contractor shall sign and deliver to Owner the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit D. Construction Contractor's compensation shall be adjusted to exclude any sums by which Owner determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs.

38. PUBLIC ENTITY CRIMES

38.1 By its execution of this Agreement, Construction Contractor acknowledges that it has been informed by OWNER of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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 for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

39. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

39.1 In performing all services to be provided hereunder, Construction Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Construction Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Construction Contractor shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

40. CHANGED CONDITIONS

40.1 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Construction Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Contractor shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Contractor's cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Document or not of an unusual nature or should have been discovered by Construction Contractor as part of its investigative services, and that no change in the terms of the Contract is justified, Owner shall so notify Construction Contractor in writing, stating its reasons. Claims by Construction Contractor in opposition to such determination by Owner must be made within seven (7) calendar days after Construction Contractor's receipt of Owner's written determination notice. If Owner and Construction Contractor cannot agree on an adjustment to the Contract Amount or Contract Time, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT B SUPPLEMENTAL TERMS AND CONDITIONS

1. Construction Schedule: Construction Contractor shall prepare and submit to Owner and Design Professional, for their review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph 1.3 below. The approved Construction Schedule shall be attached to the WORK AUTHORIZATION. The Construction Schedule shall be integrated into the Master Project Schedule included in the WORK AUTHORIZATION and as subsequently updated.

1.1 Following development and approval of the Construction Schedule as aforesaid, Construction Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner in duplicate. No additional compensation will be due Construction Contractor for making such updates. Failure of Construction Contractor to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for Owner to find Construction Contractor in substantial default hereunder and that sufficient cause exists to terminate the Contract or to withhold payment to Construction Contractor until a schedule or schedule update acceptable to Owner is submitted.

1.2 Schedule Format: The Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity-on-node diagram. All activity-on-node diagrams shall include the Activity Identification, Activity Description, and the type of relationship between activities, including any lead or lag time. Further, the Construction Schedule shall incorporate and be based upon the Project milestone dates set forth in the Master Project Schedule included with each WORK AUTHORIZATION.

1.3 The construction time for the Work, or any milestone, shall not exceed the specified Contract Time. Logic or activity durations shall be revised in the event that any milestone or Contract completion date is exceeded in the schedule.

1.4 Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). It is understood by Owner and Construction Contractor that float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the float until it is depleted.

1.5 Schedule Update Requirements: Construction Contractor shall update the schedules monthly to show actual, current progress. The updates shall include:

1.5.1 Dates of activities' actual starts and completions.

- 1.5.2 Percent of Work remaining for activities started but not completed as of the update date.
- 1.5.3 At Owner's request, a bar chart comparison of the updated schedule to the initial schedule. This diagram shall show actual and planned performance dates for all completed activities.
- 1.5.4 All update information shall be an accurate representation of the actual Work progress.
2. Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require that a recovery schedule for completion of the remaining Work be submitted. The Recovery Schedule must be submitted within seven (7) calendar days of Owner's request. The Recovery Schedule shall describe in detail Construction Contractor's plan to complete the remaining Work by the required Contract milestone date. The Recovery Schedule submitted shall meet the same requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Contract milestone dates.
3. Change Orders: When a Change Order is proposed, Construction Contractor must identify all logic changes as a result of the Change Order. Construction Contractor shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, Construction Contractor will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to Construction Contractor's work. No separate payment will be made.

END OF SUPPLEMENTAL TERMS AND CONDITIONS

EXHIBIT C 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 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.

END OF INSURANCE REQUIREMENTS

EXHIBIT D
TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, the undersigned hereby certifies that wage rates and other factual unit costs supporting the compensation for the underground utility construction management services of CONTRACTOR to be provided under this Agreement are accurate, complete and current as of the time of contracting.

CONTRACTOR: _____

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT E FLORIDA PUBLIC RECORDS LAW

Construction 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 Construction 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 Construction Contractor or keep and maintain public records required by the City to perform the service. If the Construction Contractor transfers all public records to the City upon completion of the contract, the Construction Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Contractor keeps and maintains public records upon the completion of the contract, the Construction 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 Construction Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Construction Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

EXHIBIT F
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

2.

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

EXHIBIT G – VERIFICATION OF EMPLOYMENT USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

EXHIBIT H - 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: _____

Title: _____ Print Name: _____

Entity: _____

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

(seal)

My commission expires: _____

This page must be completed & notarized.



RFQ Evaluation Summary

Construction Management at Risk
for Underground Utility Services

Recommendation(s) of Award highlighted

RFQ Number: 2025-41
Date & Time: July 23, 2025 - 2:30 PM

The RFP's were scored on the following criteria:

General	15 Points Max
Experience	30 Points Max
Financial Capability	20 Points Max
Construction Disputes	20 Points Max
Firm Location	15 points - Ormond Service Area 10 points - Volusia or Flagler County 5 points - within 100 miles of City Hall

Score Summary																														
	General 15 Points Max				Experience 30 Points Max				Financial Capability 20 Points Max				Construction Disputes 20 Points Max				Firm Location Ormond Service Area 15 points Volusia or Flagler 10 points within 100 miles 5 points				Totals									
	Firm	B.P.	M.S.	T.N.	Total	B.P.	M.S.	T.N.	Total	B.P.	M.S.	T.N.	Total	B.P.	M.S.	T.N.	Total	B.P.	M.S.	T.N.	Total	B.P. Total	BP Rank	M.S. Total	MS Rank	T.N. Total	TN Rank	total of rank	rank of rank	Total
JD Weber Construction	14	12	13	39	25	23	27	75	13	20	17	50	19	20	20	59	15	15	15	45	86	1	90	1	92	1	-3	1	270	1
All State Civil Construction Inc	14	10	13	37	27	17	24	68	10	20	13	43	19	18	20	57	15	15	15	45	85	2	80	5	85	2	-9	2	257	2
Hazen Construction	14	13	13	40	25	27	28	80	16	20	17	53	19	13	15	47	10	10	10	30	84	3	83	2	83	4	-9	2	255	3
CCC Cathcart	13	10	14	37	25	24	25	74	18	20	18	56	19	20	20	59	5	5	5	15	80	5	79	6	82	5	-16	4	252	4
SGS Contracting Services Inc	12	12	13	37	28	24	24	76	17	20	15	52	19	20	20	59	5	5	5	15	81	4	81	3	77	9	-16	4	246	5
GPS Civil Construction	8	11	13	32	10	20	25	55	12	20	16	48	19	20	20	59	10	10	10	30	59	10	81	3	84	3	-16	4	237	8
Garney Companies Inc	11	10	13	34	25	26	25	76	19	20	19	58	18	18	10	46	5	5	5	15	78	6	79	6	72	10	-22	7	241	6
Black Sands Development Group	8	8	13	29	15	17	26	58	9	20	13	42	19	20	20	59	10	10	10	30	61	8	75	10	82	5	-23	8	236	9
Razorback LLC	14	12	13	39	25	26	26	77	15	20	15	50	19	14	10	43	5	5	5	15	78	6	77	8	69	11	-25	9	238	7
G3 Contracting Inc	6	10	13	29	8	23	27	58	11	15	12	38	19	18	20	57	10	10	10	30	54	11	76	9	82	5	-25	9	232	10
Paul Culver Construction	7	8	13	28	10	10	25	45	14	20	14	48	19	20	20	59	10	10	10	30	60	9	68	11	82	5	-25	9	230	11
Utilities One	10	7	5	22	10	10	10	30	8	5	5	18	15	0	5	20	5	0	0	5	48	12	22	12	25	12	-36	12	119	12

Rob Hart	Bob Preis	Mikes Stephenson	Trevor Neal
Purchasing Coordinator	Utilities Manager	Utilities Engineer	Utilities Project Manager



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	7.C.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Property, Liability and Workers' Compensation Insurance		
Recommended Action	Staff and the Insurance Program Committee recommend approving the insurance renewals as presented in the attached effective October 1, 2025, for a one-year period.		
Strategic Goal	Governance - Other		
Department Staff Contact	City Manager Claire Whitley, Assistant City Manager		

Summary

This is a request to approve the purchase of insurance coverage for the October 1, 2025 plan year, brokered by Foundation Risk Partners for Property, Workers Compensation, General Liability, Auto, Inland Marine Equipment, Drone Liability, Storage tank Liability, Cyber Liability, AD&D (law enforcement and firefighters), TULIP (special events), Active Shooter & Malicious Attack/Terrorism, Professional Liability (EMTs and paramedics), and Flood Policies.

Each year, the City's insurance broker reviews, markets, and negotiates insurance policies for the above lines of coverage, taking into consideration the city's risk tolerance and claims exposure, and the current market conditions. The proposed coverage and limits mirror the current program, with minor updates to the property schedule, and removal of AD&D volunteer coverage as it is addressed under the workers compensation policy.

Although the property insurance market has improved significantly this year, resulting in lower premium rates, these savings are offset by increases in the liability market and changes to the city's exposure for auto and workers' compensation coverage. With all variations taken into account, the proposed premium of \$1,461,182 is an overall flat renewal and represents a not-to-exceed amount for the upcoming plan year. In addition to the premiums, a broker service fee of \$55,000 is due, for a total not-to-exceed amount of \$1,516,182 for all lines of coverage.

On August 21, 2025, the City's insurance committee reviewed the proposal with Foundation Risk Partners and recommended approval at the not-to-exceed premium amount. Foundation Risk Partners will continue to negotiate the proposed premiums prior to the October 1, 2025 renewal date in an effort to further reduce costs to the City.

Financial Impact

Funding for the FY 2025-2026 insurance premiums has been included in the budgets of Fund 502-Workers' Compensation Fund and Fund 504-General Liability Fund.

Citizen Impact

By continuing to secure appropriate levels of insurance coverage, the City is better able to protect its financial resources, minimize impacts to City-provided services, and prepare for both known and unknown losses.

Attachments

1. 25-148 PCL&WC INSURANCE (P25-0131G)
2. 2025 Renewal Summary not to exceed amount
3. 2025-2026 Proposal

RESOLUTION NO. 2025-148

A RESOLUTION ACCEPTING PROPOSALS FOR THE PROVISION OF VARIOUS FORMS OF INSURANCE COVERAGE INCLUDING: PROPERTY, GENERAL LIABILITY, AUTO, INLAND MARINE EQUIPMENT, DRONE LIABILITY, STORAGE TANK LIABILITY, CYBER LIABILITY, ACCIDENTAL DEATH AND DISMEMBERMENT (LAW ENFORCEMENT AND FIREFIGHTERS), TENANT AND USERS LIABILITY (TULIP) (SPECIAL EVENTS), ACTIVE SHOOTER & MALICIOUS ATTACK/TERRORISM; PROFESSIONAL LIABILITY (EMTs AND PARAMEDICS), FLOOD, AND EXCESS WORKERS' COMPENSATION; AUTHORIZING THE EXECUTION OF DOCUMENTS RELATIVE THERETO; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record (Foundation Risk Partners) solicited proposals for various lines of insurance coverage, and

WHEREAS, the City's professional staff and its agent of record, Foundation Risk Partners, evaluated the proposals received and determined that the proposals for the coverages listed herein including, but not limited to: Property, General Liability, Auto, Inland Marine Equipment, Drone Liability, Storage Tank Liability, Cyber Liability, Accidental Death and Dismemberment (law enforcement and firefighters), Tenant and Users Liability (TULIP) (special events), Active Shooter & Malicious Attack/Terrorism; Professional Liability (EMTs and paramedics), Flood and Excess Workers' Compensation insurance in the amount of \$1,461,182.00, plus a broker service fee of \$55,000.00 for a total of \$1,516,182.00, are the best and most advantageous proposals for the City (copies of said proposals being attached hereto and

incorporated herein by reference). Said coverages will be placed with various insurance carriers and will be effective on October 1, 2025, and

WHEREAS, the City Commission recognizes that there continues to be circumstances and situations in which the City, while properly exercising its governmental, corporate, and proprietary powers as provided by law, may have no other recourse but to assume contractual obligations providing for the indemnification of certain vendors, service providers, or other private parties, and

WHEREAS, the City Manager has confirmed that sufficient funds have been set aside and are available in Fund 504-General Liability Fund and Fund 502-Workers Compensation Fund for FY 2025-2026 to defray the cost of the required premiums for the aforementioned policies of insurance, now therefore,

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

SECTION ONE. The City Commission accepts the proposals that have been submitted for the provision of various lines of insurance coverage including but not necessarily limited to: Property, General Liability, Auto, Inland Marine Equipment, Drone Liability, Storage Tank Liability, Cyber Liability, Accidental Death and Dismemberment (law enforcement and firefighters), Tenant and Users Liability (TULIP) (special events), Active Shooter & Malicious Attack/Terrorism; Professional Liability (EMTs and paramedics), Flood and Excess Workers' Compensation insurance coverage to be effective on October 1, 2025, in consideration of the

payment by the City of an annual total premium not-to-exceed \$1,461,182.00, plus a broker service fee of \$55,000 for a total amount of \$1,516,182.00

SECTION TWO. The Mayor and/or City Manager are hereby authorized and directed to execute any and all necessary and appropriate contracts and related documents to effectuate the provision of said policies of insurance coverage with the various insurance carriers for the stated premium; and the Finance Director is authorized and directed to issue payment from Fund 504- General Liability Fund and Fund 502-Workers' Compensation Fund in an amount not-to-exceed \$1,516,182.00, as may be required by the terms and conditions of the aforesaid policies of insurance. Said policies, contracts and related documents are to be in a form that shall be reviewed and approved by the City Attorney prior to execution.

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

APPROVED AND AUTHENTICATED this 17th day of September, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

2025-2026 City of Ormond Beach Renewal Comparison

Employee Count		24-25 EEs	25-26 EEs	% Change	 FOUNDATION RISK PARTNERS		
Full Time		354	357	1%			
Part Time		28	32	14%			
Employees who handle, have custody, maintain records of money		32	32	0%			
Full Time Firefighters		48	49	2%			
Volunteer Firefighters		0	0	0%			
Workers Compensation		24-25 Payroll	25-26 Payroll	% Change	24-25 Premium	25-26 Premium	% Change
Experience Modification Factor		1.04	0.96	-8%			
5506 Street or Road Construction - Paving/Repairing/Drivers		\$ 726,767	\$ 852,900	17%			
5509 Street or Road Maintenance or Beautification & Drivers		\$ 490,406	\$ 517,249	5%			
7520 Waterworks Operation		\$ 1,633,689	\$ 1,604,520	-2%			
7580 Sewage Disposal Plant Operation		\$ 1,936,949	\$ 2,034,792	5%			
7704 Firefighters		\$ 3,949,856	\$ 4,250,992	8%			
7720 Police Officers & Drivers		\$ 7,162,099	\$ 7,448,582	4%			
8380 Automobile-Service or Repair Center & Drivers		\$ 270,181	\$ 288,544	7%			
8601 Engineers or Architects		\$ 1,152,444	\$ 1,131,297	-2%			
8810 Clerical Office Employees NOC		\$ 5,098,757	\$ 5,712,004	12%			
8820 Attorney- All Employees		\$ 469,081	\$ 570,060	22%			
9102 Parks - All Employees & Drivers		\$ 2,115,235	\$ 2,547,658	20%			
9410 Municipal, Township, County, or State Employee NOC		\$ 758,942	\$ 894,735	18%			
Totals		\$ 25,764,406	\$ 27,853,333	8%	\$ 111,071	\$ 124,288	12%
General Liability/Law Enforcement Liability/Public Officials Liability/E&O		24-25 Exposure	25-26 Exposure	% Change	24-25 Premium	25-26 Premium	% Change
Total Payroll (Excluding Police)		\$ 18,602,307	\$ 20,404,751	10%			
Full Time with Arrest Powers		76	76	0%			
Part Time with Arrest Powers (Including Auxiliary)		0	0	0%			
Full Time or Part Time w/o Arrest Powers (Including Auxiliary and Crossing Guards)		24	24	0%			
Volunteers (Including Explorer Scouts)		9	9	0%			
Clerical (Police Only, Full & Part Time Including Dispatchers)		14	14	0%			
Dogs		2	2	0%			
Total Payroll (Including Police)		\$ 25,764,406	\$ 27,853,333	8%	\$ 145,948	\$ 174,354	19%
Auto Coverage		24-25 Auto Count	25-26 Auto Count	% Change	24-25 Premium	25-26 Premium	% Change
Number of Vehicles		247	249	1%	\$ 16,764	\$ 21,225	27%
Property (Including Crime & Boiler Machinery)		24-25 TIV	25-26 TIV	% Change	24-25 Premium	25-26 Premium	% Change
Total Insurable Values (Bldgs, Contents, Scheduled Property in the Open)		\$ 160,282,415	\$ 166,990,733	4%			
Loss Limit		\$ 35,000,000	\$ 35,000,000	0%	\$ 1,092,137	\$ 1,027,398	-6%
Inland Marine Equipment		24-25 TIV	25-26 TIV	% Change	24-25 Premium	25-26 Premium	% Change
Total Insurable Values (Equipment)		\$ 2,245,830	\$ 2,392,479	7%	Included in Property	Included in Property	N/A
Drone Liability		Limit	Limit	% Change	24-25 Premium	25-26 Premium	% Change
		\$ 1,000,000	\$ 1,000,000	0%	\$ 2,811	\$ 2,214	-21%
Storage Tank Liability		Limit	Limit	% Change	24-25 Premium	25-26 Premium	% Change
		\$ 2,000,000	\$ 2,000,000	0%	\$ 9,194	\$ 9,194	0%
Cyber Liability		Limit	Limit	% Change	24-25 Premium	25-26 Premium	% Change
Total Agg. Outside Breach Response		\$ 2,000,000	\$ 2,000,000	0%			
Breach Response Agg.		\$ 1,000,000	\$ 1,000,000	0%	\$ 10,000	\$ 10,500	5%
AD&D-Volunteers		Limit	Limit	% Change	24-25 Premium	25-26 Premium	% Change
		\$ 1,000,000	\$ 1,000,000	0%	\$ 372	\$ 372	0%
AD&D LEO/FF - Year 1 of 2 Annual Instlmtnts		Limit	Limit	% Change	24-25 Premium	25-26 Premium	% Change
		\$75,000/\$225,000	\$75,000/\$225,000	0%	\$ 4,703	\$ 4,703	0%
TULIP		Limit	Limit	% Change	24-25 Premium	25-26 Premium	% Change
		\$ 2,000,000	\$ 2,000,000	0%	\$ 10,500	\$ 10,500	0%
Active Shooter & Malicious Attack/Terrorism		Limit	Limit	% Change	24-25 Premium	25-26 Premium	% Change
		\$ 1,000,000	\$ 1,000,000	0%	\$ 11,159	\$ 11,159	0%
Prof Liability EMTs & Paramedics		Limit	Limit	% Change	24-25 Premium	25-26 Premium	% Change
		\$ 3,000,000	\$ 3,000,000	0%	\$ 25,948	\$ 27,593	6%
Flood Policies (Building Limit/Contents Limit)		Limit	Limit	% Change	24-25 Premium	25-26 Premium	% Change
Flood - 500 N ORCHARD ST #400		\$500,000/\$457,000	\$500,000/\$457,000	0%	\$ 3,614	\$ 4,062	12%
Flood - 364 S ATLANTIC AVE		\$500,000/\$105,000	\$500,000/\$105,000	0%	\$ 4,537	\$ 5,299	17%
Flood - 22 S BEACH ST		\$500,000/\$473,000	\$500,000/\$473,000	0%	\$ 6,615	\$ 7,751	17%
Flood - 25 RIVERSIDE DR		\$500,000/\$315,000	\$500,000/\$315,000	0%	\$ 5,809	\$ 6,802	17%
Flood - 501 N Orchard, Streets Maintenance		N/A	\$500,000/\$365,000	N/A	N/A	\$ 4,302	N/A
Flood - 501 N Orchard, Utilities Maintenance		N/A	\$500,000/\$225,000	N/A	N/A	\$ 4,091	N/A
Flood - 399 US 1, Performing Arts Center		N/A	\$500,000/\$431,000	N/A	N/A	\$ 5,747	N/A
Program Total					\$ 1,461,182	\$ 1,461,182	
Service Fee					\$ 55,000	\$ 55,000	
Total Premium					\$ 1,516,182	\$ 1,516,182	0%



CITY OF ORMOND BEACH

INSURANCE RENEWAL

10/01/2025 – 10/01/2026



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CONTACTS

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Producer	
Jeff Seidl, CIC, CRM <i>Senior Vice President</i>	Cell: (321) 229-2665 jseidl@foundationrp.com
Account Manager	
Ashleigh Wood, AAI <i>Senior Account Manager</i>	Direct: (386) 317-4117 awood@foundationrp.com

**Higher limits of insurance are available upon request*

PROPERTY

Carrier: Florida Municipal Insurance Trust

Policy Period: October 1, 2025 to October 1, 2026

Coverage	Limit
Total Insurable Value: \$166,990,733	
Blanket Real & Personal Property Including Wind/Named Storm	\$166,990,733
Real & Personal Property and Wind/Named Storm Loss Limit	\$35,000,000
Electronic Data Processing: Equipment	Included in Contents
Electronic Data Processing: Software	Included in Contents
Electronic Data Processing: Equipment Breakdown	Included in Contents

Deductibles	
Named Storm Deductible – Per Occurrence/Per Item	5%
Business Income	72 Hours
All Other Perils – Per Occurrence/Per Building	\$25,000

Policy Provisions	
Valuation	Replacement Cost
Covered Causes of Loss	Special Form
Coinsurance	Agreed Value
<i>*Piers, wharves, docks, boardwalks, and bridges are wind excluded with cause of loss – Basic Form applied</i>	
<i>*Antennas, towers, and similar structures, including but not limited to transmitting and receiving, over \$100,000 are wind excluded.</i>	

PROPERTY - CONTINUED

Carrier: Florida Municipal Insurance Trust

Policy Period: October 1, 2025 to October 1, 2026

Coverage Extensions	Limit
Excess Flood Coverage Flood Zones A & V deductible is excess of NFIP (\$500,000 per building) Other Flood Zones - AOP deductible or other flood limits purchased, whichever is greater, per occurrence	\$5,000,000
Terrorism	\$5,000,000
Newly Acquired or Constructed Property	\$2,000,000
Extra Expense (in addition to limit shown on prior page)	\$1,000,000
Newly Acquired Business Personal Property	\$500,000
Business Income (in addition to limit shown on prior page)	\$500,000
Valuable Papers & Records	\$500,000
Accounts Receivable	\$500,000
Property Damage Mitigation Coverage (Named Storm)	\$500,000
Unintentional Errors & Omissions	\$250,000
Electronic Data Processing Equipment (Software)	\$250,000
Personal Property Off Premises	\$250,000
Property in Transit	\$250,000
Off Premises Power Failure	\$100,000
Pollutant Clean Up & Removal	\$100,000
Preservation of Property	\$100,000
Service Interruption Coverage	\$100,000
Leasehold interest	\$100,000
Personal Property of Others	\$50,000
Fungus Clean Up & Removal	\$25,000
Debris Removal	25% of Loss
Building Ordinance Coverage, Including Demolition	25% of Loss
Recertification of Equipment/Fire Extinguisher Recharge	\$250/Day
Police Dogs & Horses - Death in line of duty	\$15,000
Police Dogs & Horses - Annual Maximum	\$30,000
Antiques & Objects of Art - Per Item	\$15,000
Antiques & Objects of Art - Annual Maximum	\$250,000
Arson Reward	\$5,000
Non-Scheduled Property in the Open	\$500,000

EQUIPMENT BREAKDOWN

Carrier: Florida Municipal Insurance Trust

Policy Period: October 1, 2025 to October 1, 2026

Coverage	Limit
Equipment Breakdown	\$100,000,000
Business Income	\$500,000
Extra Expense	\$1,000,000
Data Restoration	\$500,000
Expediting Expense	\$1,000,000
Future Loss Avoidance	10% of our eligible payment or \$10,000
Green	\$25,000
Hazardous Substances	\$1,000,000
Mobile Robots	\$50,000
Mold	\$25,000
Off premises Equipment Breakdown	\$250,000
Public Relations	\$25,000
Resultant Damage to Animals	\$25,000
Spoilage and Consequential Damage	\$1,000,000
Service Interruption	Follows Applicable Coverage Limit
Refrigerant Contamination	Included in Spoilage and Consequential Damage Limit

Deductibles	
Direct Coverage	\$25,000
Except Motors, Pumps, Deep Well Pump Units	\$10.00 per horsepower, \$25,000 minimum
Indirect Coverage	24 Hours

Other Conditions
Newly Acquired Locations: 60 Days
Extended Period of Restoration: 5 Days
Interruption of Service Waiting Period: 24 Hours
As respects Equipment Breakdown Coverage only, Covered Property does not include plastic media used in trickle filters or other sewage processing equipment

PROPERTY AND EQUIPMENT BREAKDOWN – FORMS AND ENDORSEMENTS

Carrier: Florida Municipal Insurance Trust

Policy Period: October 1, 2025 to October 1, 2026

Forms and Endorsements

FMIT COND 1019 Conditions of Coverage
FMIT PROP CA 1024 FMIT Property Coverage Agreement
IL 00 17 1198 Common Policy Conditions
FMIT MPC 1023 Miscellaneous Property Coverages
IL 02 55 0106 Florida Changes - Cancellation and Non-renewal Property
FMIT PROP EP 1021 Earned Premium
PR-SCHED Property Schedule
CP 00 90 0788 Commercial Property Conditions
CP 00 10 0402 Building and Personal Property Coverage Form
CP 01 25 1007 Florida Changes
CP 10 10 0402 Causes of Loss - Basic Form
CP 10 30 0402 Causes of Loss - Special Form
FMIT PROP ACC 1022 Anti-Concurrent Cause of Loss Endorsement
FMIT PROP 12 1024 Ordinance or Law Change
CP 10 35 0695 Watercraft Exclusion
FMIT FLOOD 1023 Flood Coverage Excess of Loss
FMIT PROP NS-A 1023 Named Storm Coverage and Percentage Deductible Endorsement
FMIT PROP TER 1021 Terrorism Physical Loss or Physical Damage
FMIT EBX 1024 Equipment Breakdown Coverage Schedule
FMIT EBC/EBX 1024 Equipment Breakdown Coverage
FMIT FCR 1009 Fungus Remediation
IL 04 01 1007 Florida-Sinkhole Loss Coverage
CP 00 60 0695 Leasehold Interest Coverage Form
FMIT ACTIVE ASSAILANT 1022 Event Response for Covered Events at Covered Property
FMIT RECOVERY 1023 FMIT Property Turnkey Recovery Service
CP 00 50 0402 Extra Expense Coverage Form
CP 00 32 0402 Business Income Coverage
FMIT ASSET SURVEY DA 1023 FMIT Asset Survey Program Disclosure and Acknowledgement

INLAND MARINE

Carrier: Florida Municipal Insurance Trust

Policy Period: October 1, 2025 to October 1, 2026

Coverage	Limit
Scheduled Inland Marine Equipment – Items over \$25,000	\$2,392,479
Deductible: Items valued \$25,001 - \$50,000 Items \$50,000 - \$100,000 have minimum of \$1,000 deductible Items greater than \$100,000 have minimum of \$2,000 deductible or 2% of the item's scheduled limit, whichever is greater.	\$5,000
Blanket Inland Marine Equipment – Items \$25,000 or less	\$1,000,000
Deductible:	\$500
*Blanket Inland Marine coverage is defined as: Coverage for all unscheduled Inland Marine equipment, Emergency Portable Equipment and Communications Equipment valued at \$25,000 or less is subject to \$500 deductible.	

Deductibles
Applies per Occurrence

Coverage Basis
Actual Cash Value

Coverage	Limit
Rental Reimbursement for Contractor's Equipment for Covered Loss	\$5,000
Limited Contractor's Equipment Replacement Cost	\$250,000
Installation Floater - Member's Building Materials	\$100,000

Forms and Endorsements
FMIT IM SCH Miscellaneous Schedule of Inland Marine FMIT PROP 02 1024 Inland Marine Floater CM 00 01 0904 Commercial Inland Marine Conditions CM 00 66 0904 Accounts Receivable Coverage Form CM 00 67 0904 Valuable Papers and Records Coverage Form

GENERAL LIABILITY

Carrier: Florida Municipal Insurance Trust

Policy Period: October 1, 2025 to October 1, 2026

Coverage	Limit
General Liability	
Limit Per Occurrence	\$2,000,000
Annual Aggregate	Unlimited
Self-Insured Retention	\$200,000
Public Officials Errors and Omission/Employment Practices Liability	
Limit Per Occurrence	\$2,000,000
Annual Aggregate	Unlimited
Self-Insured Retention	\$200,000
Law Enforcement Liability	
Limit Per Occurrence	\$2,000,000
Annual Aggregate	Unlimited
Self-Insured Retention	\$200,000
Employee Benefits Liability	
Limit Per Occurrence	\$2,000,000
Annual Aggregate	Unlimited
Self-Insured Retention	\$200,000
Sexual Harassment and Sexual Abuse Liability	
Limit Per Occurrence	\$2,000,000
Annual Aggregate	\$3,000,000
Self-Insured Retention	\$200,000

GENERAL LIABILITY - CONTINUED

Carrier: Florida Municipal Insurance Trust

Policy Period: October 1, 2025 to October 1, 2026

Additional Benefits
Defense Costs paid in addition to policy limits
Premises Operations
Products/Completed Operations
Contractual Liability (Designated Contracts Only)
Owners & Contractors' Protective Liability
Personal Injury Liability
Host Liquor Liability
Incidental Medical Malpractice Liability
Watercraft Liability
Fire Legal Liability - Maximum \$500,000 in any one Trust Year
Broad Form Property Damage - Maximum \$500,000 in any one Trust Year
Advertising Injury Liability
Skate Facility Liability
Employment Practices Liability
Employment Law Advisor - Free Legal Advice for Employment Related Matters
Employee Benefits Program Administration Liability
Extra Contractual Legal Expense - \$100,000 Aggregate Limit (EEOC, Florida Commission on Human Relations, Ethics)
Sewerline Backup and Initial Cleanup Expense - \$10,000 per affected property/\$200,000 Aggregate Limit Crisis Intervention
HR Helpline - Full Legal Support and Online Services
Herbicide/Pesticide Spraying - Limit is the General Liability limit or \$1,000,000 aggregate per fund year whichever is lesser amount
Bert Harris Act/Inverse Condemnation - \$300,000 Limit Per Occurrence/Aggregate. Limit includes Defense Costs. Deductible is \$5,000 or the policy deductible whichever is greater

GENERAL & PROFESSIONAL LIABILITY – FORMS AND ENDORSEMENTS

Carrier: Florida Municipal Insurance Trust
Policy Period: October 1, 2025 to October 1, 2026

Forms and Endorsements
FMIT COND 1019 Conditions of Coverage
FMIT CA 1024 Coverage Agreement
FMIT BFPD 1022 Broad Form Property Damage Endorsement
FMIT ECLE 1021 Extra Contractual Legal Expense Endorsement
FMIT FLL 1012 Fire Legal Liability Endorsement
FMIT MA 1018 Medical Attendants' / Medical Directors' Malpractice Liability Endorsement
FMIT EO 1022 Errors and Omissions Liability Endorsement
FMIT EBL 1019 Employee Benefit Program Admin. Errors and Omissions Liability
FMIT LE 1018 Law Enforcement Liability Endorsement
Inverse Condemnation and Bert J. Harris Jr. Private Property Rights Protection Act
FMIT IC BH A 1021
FMIT SE SIR GL 1023 Specific Excess Endorsement - SIR Members - General Liability
FMIT PA EO 1023 Prior Acts Endorsement - Errors and Omissions Liability
FMIT CIE 1011 Crisis Intervention Expense Endorsement
FMIT SBU 1021 Sewerline Backup and Initial Cleanup Expense

CYBER LIABILITY

Carrier: Florida Municipal Insurance Trust

Policy Period: October 1, 2025 to October 1, 2026

Coverage	Retention/Type	Limit
<i>Claims Made Basis</i>		
<i>Cyber Agreement Aggregate Limit of Liability</i>		<i>\$2,000,000</i>
First Party Loss (Included in Agreement Aggregate Limit of Liability)		
Business Interruption Loss	\$35,000 each incident	\$2,000,000
Computer Hardware Replacement Cost Sublimit		\$350,000
Cyber Extortion Loss	\$35,000 each incident	\$2,000,000
Data Recovery Costs	\$35,000 each incident	\$2,000,000
Liability (Included in Agreement Aggregate Limit of Liability)		
Data & Network Liability	\$35,000 each claim	\$1,000,000
Regulatory Defense & Penalties	\$35,000 each claim	\$1,000,000
Payment Card Liabilities & Cost	\$35,000 each claim	\$1,000,000
Media Liability	\$35,000 each claim	\$1,000,000
eCrime (Included in Agreement Aggregate Limit of Liability and subject to a separate eCrime Aggregate sublimit of \$350,000 per Agreement Period)		
Fraudulent Instruction	\$35,000 each loss	\$350,000
Funds Transfer Fraud	\$35,000 each loss	\$350,000
Telephone Fraud	\$35,000 each loss	\$350,000
Criminal Reward	\$0 each loss	\$5,000
Invoice Manipulation	\$35,000 each loss	\$350,000
Cryptojacking	\$35,000 each loss	\$350,000
<i>Annual Aggregate</i>		<i>\$350,000</i>
Breach Response Services (In addition to and separate from the Agreement Aggregate Limit of Liability)		
Breach Response Services	\$35,000 each incident	\$1,000,000
<i>Annual Aggregate</i>		<i>\$1,000,000</i>

Forms and Endorsements

FMIT COND 1019 Conditions of Coverage
 FMIT CYBER 1024 Breach Response & Cyber Liability Endorsement
 FMIT INVOICE 1024 Invoice Manipulation Coverage
 FMIT CRYPTO 1024 Cryptojacking Endorsement
 FMIT HARDWARE 1024 Computer Hardware Replacement Cost

AUTOMOBILE LIABILITY

Carrier: Florida Municipal Insurance Trust

Policy Period: October 1, 2025 to October 1, 2026

Coverage	Limit
Comprehensive Automobile Liability	\$0
Automobile Physical Damage – Comprehensive Deductible	\$25,000
Automobile Physical Damage – Collision Deductible	\$25,000

	Expiring	Renewal	% Change
Number of Vehicles	247	249	1%

Coverage Includes
Hired Auto Physical Damage
Lease Differential - scheduled vehicles
Limited Replacement Cost - owned private passenger vehicles, SUVs, Pickup Trucks
Member's Personal Effects

Forms and Endorsements
FMIT AUTO SCH 1002 Automobile Schedule
FMIT COND 1019 Conditions of Coverage
FMIT CA 1024 Coverage Agreement
FMIT APD 1024 Automobile Physical Damage Coverage Form
FMIT ARR 1009 Rental Reimbursement Coverage

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Carrier: Florida Municipal Insurance Trust

Policy Period: October 1, 2025 to October 1, 2026

Part One – Workers' Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida

Part Two – Employers' Liability Insurance

Subject of Insurance	Limit
Bodily Injury by Accident – Each Accident	\$1,000,000
Bodily Injury by Accident – Policy Limit	\$1,000,000
Bodily Injury by Accident – Each Employee	\$1,000,000

Payroll Schedule

State	Class Code	Payroll Classification	Expiring Payroll	Renewal Payroll
FL	5506	Street or Road Maintenance	\$726,767	\$852,900
FL	5509	Street or Road Construction	\$490,406	\$517,249
FL	7520	Waterworks Operation	\$1,633,689	\$1,604,520
FL	7580	Sewage Disposal Plant Operation	\$1,936,949	\$2,034,792
FL	7704	Firefighters	\$3,949,856	\$4,250,992
FL	7720	Police Officers	\$7,162,099	\$7,448,582
FL	8380	Automobile Service or Repair	\$270,181	\$288,544
FL	8601	Engineers or Architects	\$1,152,444	\$1,131,297
FL	8810	Clerical	\$5,098,757	\$5,712,004
FL	8820	Attorney - All Employees	\$469,081	\$570,060
FL	9102	Park NOC	\$2,115,235	\$2,547,658
FL	9410	Municipal, Township, County Employees NOC	\$758,942	\$894,735
Total			\$25,764,406	\$27,000,433

Self-Insured Retention	\$350,000
Experience Modification Factor (10/01/2025)	0.96
Safety Credit	Yes
Drug Free Credit	Yes

Forms and Endorsements

FMIT COND 1019 Conditions of Coverage
 FMIT WC EL 1015 Coverage Agreement - Workers Compensation and Employers Liability
 FMIT WC EMF 1016 Experience Rating Modification Factor Endorsement
 FMIT WC SE 1023 Workers Compensation Specific Excess Endorsement
 FMIT WC Pay 1002 Workers Compensation Payrolls

WC 09 04 03 C 0121 Florida Terrorism Risk Insurance Extension Act Endorsement
WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endorsement

CRIME & BOND

Carrier: Florida Municipal Insurance Trust

Policy Period: October 1, 2025 to October 1, 2026

Coverage	Limit	Deductible
Bond Coverage		
Employee Theft – Per Loss	\$500,000	\$1,000
Faithful Performance – Per Loss	\$500,000	\$1,000
Finance Director	\$1,000,000	\$0
Crime Coverage		
Theft of Money & Securities	\$500,000	\$10,000
Outside the Premises	\$500,000	\$10,000
Computer and Funds Transfer Fraud	\$500,000	\$10,000
Forgery or Alteration	\$500,000	\$10,000

Forms and Endorsements
CR 00 25 0506 Government Crime Coverage Form
FMIT GC FD 1012 Government Crime Coverage Form Amendment
CR 25 09 1010 Include Volunteer Workers as Employees
CR 25 19 0506 Add Faithful Performance of Duty Coverage

TENANT USERS' LIABILITY INSURANCE POLICY (TULIP)

Carrier: Scottsdale Insurance Company (A, XV)

Policy Period: October 1, 2025 to October 1, 2026

Coverage	Limit
Special Events Liability Coverage – Per Occurrence	
Bodily Injury and Property Damage Liability	\$1,000,000
Damage to Premises Rented to You	\$100,000
Personal and Advertising Injury Liability	\$200,000
Medical Payments	\$5,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Deductible	
Licensees/Permittees are responsible for the payment of the deductible	\$250

Tier 1 Event Type	# Attendees Flat Charge Per Day
Anniversary Party	1-75: \$40.00
Art/Craft Show	76-175: \$60.00
Auction	176-260: \$85.00
Auto Show	261-350: \$110.00
Baby Shower	351-450: \$135.00
Bingo	451-600: \$160.00
Birthday Party	
Convention	
Dance (over age 21)	
Easter Egg Hunt	
Exhibition	
Funerals	
Meetings (including Memorial Service)	
Pageant	
Picnic	
Recital (Music, Dance, Singing)	
Reunion (Family, School)	
Seminar	
Speaking Engagements	
Talent Show	
Theatrical Performances	
Trade Show	
Walk-A-Thon	
Wedding and/or Reception	

Over 600 attendees must be submitted to agent for pricing and approval

TENANT USERS' LIABILITY INSURANCE POLICY (TULIP) - CONTINUED

Carrier: Scottsdale Insurance Company (A, XV)

Policy Period: October 1, 2025 to October 1, 2026

Tier 2 Event Type	# Attendees Flat Charge Per Day
Animal Show (Cat/Dog)	1-140: \$60.00
Banquet and Communion	141-200: \$85.00
Concert (other than Alternative, Rock, Hip Hop, Heavy Metal, Rap, Gothic)	201-285: \$110.00
Fishing Tournament	286-350: \$135.00
Reunion (Other than Family, School)	351-425: \$160.00
Rummage Sale	426-500: \$185.00
	501-600: \$210.00
	<i>Over 600 attendees must be submitted to agent for pricing and approval</i>

Tier 3 Event Type	# Attendees Flat Charge Per Day
Martial Arts Event	1-115: \$60.00
	116-175: \$85.00
	176-230: \$110.00
	231-290: \$135.00
	291-350: \$160.00
	351-400: \$185.00
	401-500: \$210.00
	501-600: \$235.00
	<i>Over 600 attendees must be submitted to agent for pricing and approval</i>

Submit Following Events to Agent for Approval/Pricing	
Any event not listed in Tier 1-3	Hockey (Ice or Roller)
Athletic/Sports Events or Practices	Hot Air Ballooning
Boat Race	Medical Testing
Carnival/Circus	Motor Vehicle Events
Concert	Parades
Dance (under age 21)	Political Party
Fair	Renaissance Festivals
Festival	Road Rally
Fireworks Display	Soapbox Derby
Fireworks Stand	
Fundraiser	
Graduation Ceremony	
Graduation Party	
Health Fair	

TENANT USERS' LIABILITY INSURANCE POLICY (TULIP) - CONTINUED

Carrier: Scottsdale Insurance Company (A, XV)

Policy Period: October 1, 2025 to October 1, 2026

Prohibited Events

Bungee Jumping
Concert (Alternative, Hard Rock, Hip Hop, Heavy Metal, Rap Gothic)
Fraternity Party
Gun Shows
Horseback Riding
Municipality Sponsored Events
Paintball Game
Professional or Semi-Professional Athletic Events
Pro-Choice and/or Right-To-Life Rally
School Sponsored Event
Scuba Diving Event
Sorority Event
Skydiving Event
War Game
Wrestling Match

Terms & Conditions

Pyrotechnicians are specifically **excluded** from all liability coverage

Any bodily injury or property damage claim arising out of the use of a skateboard trail or facility is **excluded**

Any bodily injury or property damage claim arising from any person while horseback riding is **excluded**

All operations of amusement rides must provide the insured with at least \$1,000,000 Liability Certificate of Insurance (COI) with a "AM Best Rating" of B+ or better insurance company.

The premium charged shall be a deposit and shall be adjusted for the 12 months of coverage per monthly reports submitted per the rate schedules provided

TENANT USERS' LIABILITY INSURANCE POLICY (TULIP) - CONTINUED

Carrier: Scottsdale Insurance Company (A, XV)

Policy Period: October 1, 2025 to October 1, 2026

Locations Schedule

1. AMES PARK 173 SOUTH BEACH
2. ARROYO OAKS PARK NW CORNER OF ARROYO PARKWAY & RIDGEWOOD AVENUE
3. CASSEN PARK SW CORNER OF GRANADA BRIDGE
4. CENTRAL PARK II 701 HAMMOCK LANE
5. DIX RIVERFRONT PARK EAST END OF DIX AVE ON HALIFAX RIVER
6. FORTUNATO PARK NE CORNER OF GRANADA BRIDGE
7. GRANADA FISHING PIER SW CORNER OF GRANADA BRIDGE
8. GRANADA OCEAN FRONT PARK NE CORNER OF GRANADA BOULEVARD & OCEANSHORE BLVD
9. HALIFAX PARK BETWEEN JOHN ANDERSON DRIVE AND HALIFAX RIVER, OPPOSITE WEST END OF HALIFAX DRIVE
10. HOSPITAL GARDENS PARK CORNER OF NOVA ROAD AND KINGS ROAD
11. HUGUENOT PARK EAST END OF MELROSE AVENUE BETWEEN NORTH BEACH STREET AND THE HALIFAX RIVER
12. INDIAN MOUND PARK NW CORNER OF MOUND AVENUE AND SOUTH BEACH STREET
13. NEPTUNE PARK BETWEEN JOHN ANDERSON DRIVE AND HALIFAX RIVER
14. OPTIMIST PARK 700 HULL ROAD
15. ORMOND PARKWAY PARK BETWEEN ORMOND PARKWAY AND HALIFAX RIVER, OPPOSITE ORMOND PARKWAY
16. PLAZA GRANDE PARK PLAZA GRANDE, BETWEEN RIVIERA PARK AND RIVIERA HOTEL
17. BAILEY RIVER BRIDGE / GARDENS PARK BUILDING NE CORNER OF GRANADA BRIDGE
18. RIVIERA PARK SOUTH BEACH STREET AT SOUTH CITY LIMITS
19. SANTA LUCIA PARK EAST END OF SANTA LUCIA AVENUE BETWEEN OAK FOREST DRIVE AND THE HALIFAX RIVER
20. VANDER PARK SEMINOLE AVENUE BETWEEN CARIB DRIVE AND SETON TRAIL ADJACENT TO HILLSIDE CEMETERY
21. WOODMERE PARK CORNER OF SANCHEZ AVENUE AND NORTH RIDGEWOOD AVENUE
22. CENTRAL PARK III 700 HAMMOCK LANE
23. O B MIDDLE SCHOOL PARK DOMICILLO AVENUE, LEASED PROPERTY FROM SCHOOL BOARD
24. OSCEOLA SCHOOL PARK OSCEOLA AVENUE, LEASED PROPERTY FROM SCHOOL BOARD
25. SANCHEZ PARK WEST END OF SANCHEZ AVENUE, EAST OF STRICKLAND CREEK
26. SOUTH ORMOND NEIGHBORHOOD PARK 176 DIVISION AVENUE
27. CENTRAL PARK I 601 FELMING AVENUE
28. WEST ORMOND PARK NE CORNER OF SR 40 & PROPOSED EXTENSION OF AIRPORT ROAD
29. NOVA COMMUNITY PARK AND COMMUNITY CENTER 440 NORTH NOVA ROAD
30. ORMOND BEACH SPORTS COMPLEX 700 HULL ROAD
31. CASEMENTS CAMPUS CASEMENTS CULTURAL ENRICHMENT CENTER
ROCKEFELLER PARK AND GARDENS (ACROSS FROM CASEMENTS)
ORMOND BEACH TENNIS CENTER (ADJACENT TO CASEMENT) 25 RIVERSIDE ROAD
32. CITY HALL PLAZA 22 SOUTH BEACH STREET
33. MEMORIAL GARDENS PARK 78 EAST GRANADA BOULEVARD
34. ORMOND MEMORIAL ART MUSEUM 78 E GRANADA BOULEVARD
35. O B PERFORMING ARTS CENTER 399 NORTH US #1
36. RIVERBEND NATURE PARK AIRPORT RD
37. SENIOR CITIZENS CENTER 351 ANDREWS STREET
38. BIRTHPLACE OF SPEED 21 OCEAN SHORE BLVD. ORMOND BEACH FL 32176
39. FIREHOUSE PARK 364 S ATLANTIC AVE, ORMOND BEACH FL 32176
40. HAAS PARK 902 W GRANADA BLVD, ORMOND BEACH FL 32174
41. MAIN STREET PARK 34 W GRANADA BLVD, ORMOND BEACH FL 32174
42. MILTON W PEPPER PARK 6 BAYBERRY COURT, ORMOND BEACH FL 32176
43. ENVIRONMENTAL DISCOVERY CENTER 601 DIVISION AVENUE ORMOND BEACH FL 32174

TENANT USERS' LIABILITY INSURANCE POLICY (TULIP) – FORMS AND ENDORSEMENTS

Carrier: Scottsdale Insurance Company (A, XV)

Policy Period: October 1, 2025 to October 1, 2026

Forms and Endorsements

COMMON POLICY

NOTS0381FL	07-09	FLORIDA POLICYHOLDER NOTICE
NOTX0178CW	03-16	CLAIM REPORTING INFORMATION
NOTX0423CW	12-20	POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE
UTS-COVPG	03-21	COVER PAGE
OPS-D-1-0117	01-21	COMMON POLICY DECLARATIONS
UTS-126L	10-93	SCHEDULE OF TAXES, SURCHARGES OR FEES
UTS-SP-2	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS
UTS-SP-3	08-96	SCHEDULE OF LOCATIONS
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 09 85	12-20	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
UTS-29-FL	06-97	CANCELLATION AND NONRENEWAL-FLORIDA
UTS-3g	03-92	MANUSCRIPT ENDORSEMENT B
UTS-3g	03-92	MANUSCRIPT ENDORSEMENT A
UTS-3g	03-92	MANUSCRIPT ENDORSEMENT D
UTS-3g	03-92	MANUSCRIPT ENDORSEMENT C
UTS-496	06-19	MINIMUM EARNED CANCELLATION PREMIUM
UTS-9g	06-22	SERVICE OF SUIT CLAUSE

COMMERCIAL LIABILITY

CLS-SD-1L	08-01	COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS
CLS-SP-1L	10-93	COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 20 13	12-19	ADDITIONAL INSURED-STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION-PERMITS OR AUTHORIZATIONS RELATING TO PREMISES
CG 21 06	12-23	EXCLUSION-ACCESS OF DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CG 21 16	04-13	EXCLUSION-DESIGNATED PROFESSIONAL SERVICES
CG 21 44	04-17	LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

Continued next page

TENANT USERS' LIABILITY INSURANCE POLICY (TULIP) – FORMS AND ENDORSEMENTS CONTINUED

Carrier: Scottsdale Insurance Company (A, XV)

Policy Period: October 1, 2025 to October 1, 2026

Forms and Endorsements		
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
CG 21 76	01-15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 21 84	01-15	EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 24 26	04-13	AMENDMENT OF INSURED CONTRACT DEFINITION
CG 40 12	12-19	EXCLUSION - ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES
CG 40 15	12-20	CANNABIS EXCLUSION WITH HEMP EXCEPTION
GLS-106s	12-13	TOTAL LIQUOR LIABILITY EXCLUSION
GLS-152s	08-16	AMENDMENT TO OTHER INSURANCE CONDITION
GLS-278s	01-06	INJURY TO WORKER EXCLUSION
GLS-289s	11-07	KNOWN INJURY OR DAMAGE EXCLUSION-PERSONAL AND ADVERTISING INJURY
GLS-341s	08-12	HYDRAULIC FRACTURING EXCLUSION
GLS-457s	10-14	AIRCRAFT EXCLUSION
GLS-47s	10-07	MINIMUM AND ADVANCE PREMIUM ENDORSEMENT
GLS-570	05-23	CONTRACTORS SPECIAL CONDITIONS
GLS-5s	04-08	SPECIAL EVENT PARTICIPANT EXCLUSION
GLS-623	10-21	TOTAL ASSAULT AND/OR BATTERY EXCLUSION
GLS-666	06-22	PFC/PFAS EXCLUSION
GLS-690	03-23	EXCLUSION-TOTAL AIRCRAFT, AUTO OR WATERCRAFT WITH LIMITED EXCEPTIONS
GLS-94s	06-15	BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY LIABILITY DEDUCTIBLE ENDORSEMENT (PER CLAIMANT)
UTS-180g	07-23	COMMUNICABLE DISEASE EXCLUSION
UTS-365s	02-09	AMENDMENT OF NONPAYMENT CANCELLATION CONDITION
UTS-428g	11-12	PREMIUM AUDIT
UTS-611	07-22	EXCLUSION-BIOMETRIC INFORMATION
UTS-632	03-23	EXCLUSION-DESIGNATED CHEMICALS, COMPOUNDS, ENERGY, MATERIAL OR SUBSTANCES
UTS-650	09-23	ABSOLUTE FIREARMS EXCLUSION
UTS-74g	08-95	PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

PROFESSIONAL LIABILITY – EMTS AND PARAMEDICS

Carrier: Evanston Insurance Company (A, XV)

Policy Period: October 1, 2025 to October 1, 2026

Coverage – Claims Made Basis	Limit
<i>Coverage for professional services: solely providing non-transport EMT and Paramedic first response services performed on behalf of the City of Ormond Beach including special city events</i>	
Professional Liability Coverage	
Each Claim	\$1,000,000
Aggregate	\$3,000,000
Deductible Each Claim	\$5,000
Retroactive Date	05/01/1998
Sexual Acts Liability	
Each Claim	\$100,000
Aggregate	\$100,000
Deductible Each Claim	\$5,000
Retroactive Date	05/01/1998

Defense expense included in limit of liability

Exposure Basis	Expiring Exposure	Renewal Exposure	% Change
Professionals Full Time	47	47*	0%
Patient Encounters for Next 12 Months	6,500	6,500*	0%
Annual Number of Emergency Calls	8,529	8,661	1.5%

**pending confirmed renewal exposure*

Forms and Endorsements	
MJIL 1000 08 10	Signature Page
MPIL 1006-FL 01 10	Florida Policy Holder Notice
MPIL 1007 01 20	Privacy Notice
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MDIL 1001 08 10	Forms Schedule
MDSM 5013 02 20	Dec Spec Med Professions Insurance Policy
MESM 5010 02 20	Spec Medical Professions Profes Liab Ins Cov Part
MESM 5100 02 20	Common Policy Conditions
MEIL 5200-25% 07 04	Minimum Earned Premium Endorsement
MEIL 5229 09 10	Longer Duration Extended Report Period Availability
MESM 2074-FL 11 12	Consent to Settlement - Florida
MESM 2083 01 11	HIPAA - Civil Monetary Penalty Endorsement
MESM 2098 04 14	Good Samaritan Endorsement
MESM 2117 11 16	Subpoena and Deposition Assistance Supp Coverage
MESM 2118 11 16	Trial Assistance Supplementary Coverage
MESM 2144 02 20	Sexual Acts Liability Scheduled Deductible And Retroactive Date
MESM 2147 05 20	Changes - Multiple Insureds, Claims And Claimants
MESM 2168 06 23	Two or More Coverage Parts, Coverage Forms, Endorsements or Insuring Agreements
MESM 3041 02 23	Exclusion – Cyber Incident
MIL 1214 09 17	Trade or Economic Sanctions
ZZ-44002-01	Mold Exclusion

DRONE LIABILITY AND HULL COVERAGE

Carrier: American Alternative Insurance Corporation, (A+, XV)

Policy Period: October 1, 2025 to October 1, 2026

Liability Coverage for Drones (UAS: Unmanned Aircraft Systems)	Limit
Bodily Injury and Property Damage Liability:	\$1,000,000
Occasioned by or in consequence of war hi-jacking and other perils	Included
Operation of UAS you rent/lease/borrow for periods of less than 30 days	Included
UAS operated on your behalf by others	Included
Personal Injury	\$1,000,000
Medical Expense	\$5,000
Acts of Terrorism under TRIPRA	Included
Additional Benefits (Subject to Conditions)	
Bail Bonds	\$5,000
Fire Legal	\$100,000
Contractual Liability	Policy Limit
Product Liability arising out of sale of scheduled aircraft	Policy Limit

Hull Physical Damage Coverage	Limit/Value	Deductible
2021 Skydio X2, #1688BE10JA007755	\$16,000	In Motion: 10% of Value Not In Motion: 10% of Value
Skydio Enterprise Controller, SEC35CV <i>No liability coverage, considered Ground Equipment</i>	\$5,000	In Motion: 10% of Value Not In Motion: 10% of Value

Forms and Endorsements
E041 Electronic Data Event Liability Exclusion A121 Additional Insured A125 Amendment of Defined Terms C022 Limited Liability War Exclusion Limited Coverage C023 Limited Physical Damage War Exclusion Limited Coverage C025 Electronic Date Recognition Exclusion Limited Coverage C036 Expenses for Medical Services \$5,000 each occurrence C039 Liability for Sale of Aircraft, Aircraft Parts or Services C054 Terrorism (TRIA) Coverage - Hull & Liability C061 Aviation Personal And Advertising Injury Liability \$1,000,000 each occurrence/aggregate C064 Premises Coverage C066 Fire Legal Liability \$100,000 each occurrence C095 Expanded Contractual Liability Endorsement C096 Ground Equipment Physical Damage Endorsement C129 Simultaneous Operation of Unmanned Aircraft Systems N004 Non-Owned Aircraft Liability - Unmanned Aircraft System D004 TRIA Disclosure S018 Florida Amendatory

ACTIVE SHOOTER AND MALICIOUS ATTACK COVERAGE

Carrier: American Alternative Insurance Corporation, (A+, XV)

Policy Period: October 1, 2025 to October 1, 2026

Coverage	Limit
Per Occurrence Limit	\$1,000,000
Aggregate	\$1,000,000
Sublimits (part of and not in addition to the above limit of liability)	
Additional Security Measures	\$250,000
Counseling	\$250,000
Public Relations	\$250,000
Miscellaneous Crisis Management Expenses	\$250,000
Medical Payments and Funeral Expenses	\$10,000
Deductible	\$10,000
Waiting Period	Zero (0) Hours

Exposure Basis	Expiring	Renewal
Total Insured Property Value	\$160,282,415	\$166,990,733

Forms and Endorsements
TR5 P0001 CW (09-17) General Terms and Conditions E2007.8 Lloyds Syndicate (33) Endorsement E2010.1 Premium Payment Clause (Reinsurance) E2013.2 Service of Suit Endorsement E2021.1 Florida Amendatory Endorsement E2017.3 Policyholder Disclosure Notice of Terrorism Insurance Cover E9902.1 Amend Broker of Record Endorsement E2081.1 Amend War Exclusion Endorsement E999.1 Risk Mitigation Allowance Undertaking Endorsement

STORAGE TANK LIABILITY

Carrier: Crum & Forster Specialty Insurance Company (A, XV)

Policy Period: October 1, 2025 to October 1, 2026

Covered Location Schedule
1) 301 Jefferson St, Ormond Beach, FL 32174
2) 500 N Orchard St, Ormond Beach, FL 32174
3) 550 N Orchard St, Ormond Beach, FL 32174

Coverage	Limit
Each Confirmed Release Limit	\$1,000,000
Aggregate	\$2,000,000
Defense Expense Aggregate	\$1,000,000

Terms and Conditions Include (but are not limited to)
100% Minimum Earned Premium
Designated Pollution Conditions Exclusion – Discharge on 7/13/2021 at 500 N Orchard St
Mandatory Notice of Voluntary Removal/Replacement of USTs - \$250,000 Deductible Per Confirmed Release

Tank Schedule, Deductibles and Retroactive Dates							
Loc	Tank	Type	Install Date	Gallons	Contents	Deductible	Retro Date
1	1	AST	2004	6,000	Diesel	\$5,000	4/29/2014
1	2	AST	2008	5,200	Diesel	\$5,000	4/29/2014
2	1	UST	1990	12,000	Gasoline	\$100,000	7/8/2021
2	2	UST	1990	12,000	Diesel	\$100,000	7/8/2021
2	3	AST	2007	6,000	Diesel	\$5,000	7/8/2021
3	1	AST	2008	6,000	Diesel	\$5,000	4/29/2022
3	2	AST	2007	4,000	Diesel	\$5,000	4/29/2022
3	3	AST	2011	7,000	Diesel	\$5,000	4/29/2022

Forms, Endorsements & Exclusions Include (but are not limited to)
CFSTP 00 001 10 16 COMMERCIAL STORAGE TANK LIABILITY POLICY DECLARATIONS
EN002-0211 SCHEDULE OF FORMS AND ENDORSEMENTS
IL P 001 01 04 US TREASURY DEPT'S OFFICE OF FGN ASSETS CONTROL ADVISORY NOTICE TO POLICY HOLDERS
EN0004-0521 CLAIMS REPORTING
EN0005-1017 SERVICE OF PROCESS CLAUSE
EN0006FL 0120 Policyholder Disclosure Notice of Terrorism Insurance Coverage - Florida
EN0011-1014 PRIVACY NOTICE
EN0050-0222 EMERGENCY RESPONSE HOTLINE
EN0052-0222 NOTICE OF LOSS ALL
CFSTP 00 000 01 15 STORAGE TANK POLLUTION POLICY
CFSTP 00 002 01 21 DEDUCTIBLE ENDORSEMENT

Forms, Endorsements & Exclusions Include (but are not limited to)
CFSTP 00 501 10 15 MANDATORY NOTICE OF VOLUNTARY REMOVAL OR REPLACEMENT OF UNDERGROUND STORAGE TANKS SYSTEM
CFSTP 00 525 05 16 COVERED STORAGE TANK COVERAGE ENDORSEMENT
CFSTP 00 536 10 13 POLLUTION CONDITIONS EXCLUSION
CFSTP 00 541 10 13 ABOVEGROUND STORAGE TANK POLLUTION CONDITION DEFINITION AMENDATORY ENDORSEMENT
CFSTP 00 546 10 13 LOADING OR UNLOADING COVERAGE ENDORSEMENT
CFSTP FR CERT-FL FINANCIAL RESPONSIBILITY CERTIFICATE OF INSURANCE - FL

ACCIDENTAL DEATH & DISMEMBERMENT STATUTORY (LEO/FF)

Carrier: ACE American Insurance Company (A++, XV)

Policy Period: October 1, 2025 to October 1, 2026

Eligibility by Class	Principal Sum	
Class 1		
All Law Enforcement, Correctional and Correctional Probation Officers as defined in Florida Statute 112.19(b) and Firefighters as defined in Florida Statute 12.191(b) of the Policyholder who are in Active Service.		
Line of Duty Coverage		\$75,000
Fresh Pursuit Coverage		\$75,000
<i>This sum is in addition to any sum provided under Line of Duty Coverage</i>		
Unlawful and Intentional Death & Dismemberment Coverage		\$225,000
Time Period for Loss from Date of Covered Accident		365 Days
Accidental Death and Dismemberment (Benefits Amounts are Percentage of Principal Sum)		
Life		100%
Two or more members		100%
Quadriplegia		100%
One member		50%
Hemiplegia		50%
Paraplegia		75%
Thumb and index finger of the same hand		25%
Uniplegia		25%

Rating Basis	2022-2024	2024-2026
Full-Time Police Officers	74	89
Full-Time Firefighters	47	47

ACCIDENTAL DEATH AND DISMEMBERMENT STATUTORY (LEO/FF) - CONTINUED

Carrier: ACE American Insurance Company (A++, XV)

Policy Period: October 1, 2025 to October 1, 2026

Additional Benefits	Benefit Amount
Child Care Center Benefit	\$2,000 per year, up to a total maximum of 2 annual payments per child Line of Duty Coverage Fresh Pursuit Coverage Unlawful and Intentional Death & Dismemberment Coverage
Child Education Benefit	Benefit Amount: \$2,000 per year Line of Duty Coverage Fresh Pursuit Coverage Unlawful and Intentional Death & Dismemberment Coverage Maximum Benefit Period: 4 years
Continuation of Insurance Expense Benefit	\$5,000 per year Unlawful and Intentional Death & Dismemberment Coverage
Aggregate Maximum Benefit Period For Surviving Spouse & Dependent Child(ren):	5 Years
Funeral and Burial Expense Benefit	\$10,000 Line of Duty Coverage Fresh Pursuit Coverage Unlawful and Intentional Death & Dismemberment Coverage
Spouse Education Benefit	\$2,000 per year Line of Duty Coverage Fresh Pursuit Coverage Unlawful and Intentional Death & Dismemberment Coverage Maximum Benefit Period: 3 years

Forms, Endorsements & Exclusions Include (but are not limited to)

Standard forms and endorsements apply

NFIP FLOOD COVERAGE

Carrier: Wright National Flood Insurance Company (A, VI)

Carrier: American Bankers Insurance Company of Florida (A+, XIV)

Policy Period: October 1, 2025 to October 1, 2026

National Flood Insurance Program Coverage

Coverage is afforded only for direct loss by or from flood to the insured property.

Coverage is not provided for Ordinance or Law, Indirect Loss (including Business Income and Extra Expense), or Personal Property of Others

Currently Covered Locations

Location and Description of Property	Building Limit	Deductible	Contents Limit	Deductible
500 N Orchard Street #400	\$500,000	\$1,250	\$457,000	\$1,250
364 S Atlantic Avenue	\$500,000	\$1,250	\$105,000	\$1,250
22 S Beach Street	\$500,000	\$1,250	\$473,000	\$1,250
25 Riverside Drive	\$500,000	\$1,250	\$315,000	\$1,250

Newly Quoted Locations

Location and Description of Property	Building Limit	Deductible	Contents Limit	Deductible
501 N Orchard St (Streets Maintenance)	\$500,000	\$1,250	\$365,000	\$1,250
501 N Orchard St (Utilities Maintenance)	\$500,000	\$1,250	\$225,000	\$1,250
399 N US Highway 1	\$500,000	\$1,250	\$431,000	\$1,250

Valuation

Actual Cash Value (Replacement Cost Less Depreciation)

Forms and Endorsements

SFIP General Property Form

AM BEST RATING

Best's Financial Strength Rating (FSR) Scale			
Rating Categories	Rating Symbols	Rating Notches	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

Best's Financial Size Category (FSC)			
Class	Adj. PHS (\$ Millions)	Class	Adj. PHS (\$ Millions)
I	Less than 1	IX	250 to 500
II	1 to 2	X	500 to 750
III	2 to 5	XI	750 to 1,000
IV	5 to 10	XII	1,000 to 1,250
V	10 to 25	XIII	1,250 to 1,500
VI	25 to 50	XIV	1,500 to 2,000
VII	50 to 100	XV	2,000 or greater
VIII	100 to 250		



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	7.D.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Riverside Drive Closures Fiscal Year 2025-2026		
Recommended Action	Staff recommends the closure of Riverside Drive from Granada Boulevard to Casements Drive in accordance with this schedule.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Leisure Services Robert Carolin, Leisure Services Director		

Summary

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. This item requests approval to close Riverside Drive on the dates included in the attached annual schedule for FY 2025-2026.

Financial Impact

None

Citizen Impact

The residents will continue to enjoy special events safely.

Attachments

1. Riverside Drive Closures FY 2025-2026 (2)

Riverside Drive Closures FY 2025-2026

2025		
Movies on the Halifax – Realty Pros Trunk or Treat	Oct 3	3:00 p.m. - 12:00 a.m.
Multiple Sclerosis Society Bike Event	Oct 4	8:00 a.m. - 5:00 p.m.
Ormond Beach National Night Out	Oct 7	8:00 a.m. – 11:00 p.m.
Ormond MainStreet's Taste of Ormond	Oct 19	8:00 a.m.- 10:00 p.m.
Halloween	Oct 31	5:00 p.m. - 11:00 p.m.
Riverfest- Ormond MainStreet	Nov 14 & 16	8:00 a.m. - 11:00 p.m.
Gaslight Parade	Nov 28	5:00 p.m. – 8:00 p.m.
Christmas Gala-The Casements Guild	Dec 5	11:00 a.m. – 10:00 p.m.
Holiday's at The Casements	Dec 18	4:00 p.m. - 10:00 p.m.
2026		
Future City Music Festival	Feb 21	8:00 a.m. - 8:00 p.m.
Jewish Heritage Festival	April 12	6:00 a.m. – 8:00 p.m.
Ormond MainStreet's Celtic Festival	April 17-19	8:00 a.m. - 11:00 p.m.
Art in the Park	May 1-3	9:00 a.m. - 9:00 p.m.
Memorial Day Rehearsal	May 23	6:00 a.m. - 2:00 p.m.
Memorial Day Remembrance	May 25	6:00 a.m. - 2:00 p.m.
Independence Day Celebration	July 4	8:00 a.m. - 12:00 a.m. (midnight)
Ormond LIVE!	Sept 25 & 26	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, 2026, Noon-10:00 p.m.

Between Granada Blvd & New Britain Ave
July 4, 2026, Noon-10:00 p.m.

Home for the Holidays Parade Between Granada Blvd & Tomoka Ave
Saturday, December 13, 2025, from Noon-10:00
p.m.



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	7.E.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Construction & Demolition Franchise Renewal, Waste Management Inc. of Florida		
Recommended Action	Staff is providing notice of its intent to renew the non-exclusive franchise agreement for the collection and disposal of construction and demolition debris services to Waste Management, unless otherwise directed.		
Strategic Goal	Governance - Other		
Department Staff Contact	Public Works Kevin Gray, Deputy Public Works Director		

Summary

Waste Management Inc. of Florida (Waste Management) submitted a construction and demolition roll-off services franchise agreement renewal application, affidavit of acknowledgment of business type, and a non-refundable renewal fee of \$1,500.

Waste Management's most recent franchise agreement will expire on September 30, 2025; this agreement will allow for the continuation of their services. Waste Management acknowledges the per roll-off charge of \$48.95 to be remitted by the 10th day of each month accompanied by appropriate documentation.

Waste Management offers 10, 20, 30 and 40-yard roll-off containers. The principal owners have an extensive background in the recycling and solid waste industry and have established a long record of providing high-quality service.

Financial Impact

Revenues from this non-exclusive franchise agreement will be \$1,500 from the renewal fee which will be applied to Fund 460 - Solid Waste Fund.

Citizen Impact

The franchising of waste haulers ensures these businesses operate within the requirements of the City. Currently, Waste Management, Waste Pro of Florida, GEL Recycling LLC, Samsula Landfill, Inc., Mid-Florida Materials, and Creech Enterprises, Inc. serve as the only roll-off haulers

permitted to do business within the City's corporate limits. Having a variety of authorized haulers provides a varied selection from which to choose.

Attachments

1. Waste Management C&D Renewal

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

Check One

☐ New ☒ Renewal ☐ Transfer ☐ Modification

Application Information:

Name: Waste Management Inc. of Florida

Address: 1325 Hull Trail

City/State/Zip Code: Ormond Beach, FL 32174

Phone Number: 904-759-5722

Contact Name: Jim Johns

Contact Email: jjohns32@wm.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**

- ☒ 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;
- N/A ☐ 2. Names(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- ☒ 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;
- N/A ☐ 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;
- ☒ 5. List of type, number, and complete description of all equipment to be used by applicant for providing safe and efficient services;
- ☒ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;
- ☒ 7. List of all franchises awarded to the applicant and the status of those franchises;
- Construction & Demolition Roll-off Services Non-Exclusive Franchise Application Page 1 of 4

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

- ☒ 8. List of all franchises applied for which were not granted during the previous five-year period;
- ☒ 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;
- ☒ 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).
- N/A ☐ 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."
- ☒ 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.
- ☒ 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**

**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: 1325 Hull Trail
City: Ormond Beach State: FL Zip: 32174
Telephone No.: 904-759-5722 Fax No.: _____
Federal ID No.: 59-1094518

SIGNATURE OF APPLICANT:

If an Individual: _____, doing business
Signature

as _____

If a Partnership: _____ by: _____,
General Partner Signature

If a Corporation: Waste Management Inc. of Florida
Corporate Name

(a Florida Corporation)

by: David M. Myhan David M. Myhan
Signature

Title: President

Attest: Lisa P. Silva Lisa P. Silva (SEAL)
Corporate Asst. Secretary



NOTARY PUBLIC: _____

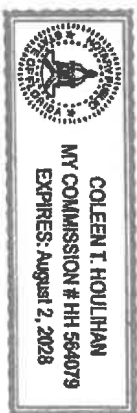
STATE OF: Florida COUNTY OF: Palm Beach
The foregoing instrument was acknowledged before me this _____ day of the year _____, by David M. Myhan
who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.

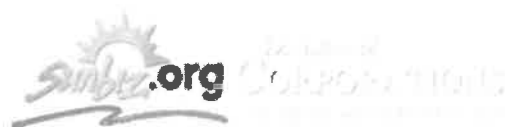
NOTARY PUBLIC SIGNATURE: Coleen T. Houlihan

NOTARY NAME, PRINTED, TYPED, OR STAMPED: _____

Commission Number: _____ My Commission Expires: _____

Construction & Demolition Roll-off Services Non-Exclusive Franchise Application Page 4 of 4





Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation

WASTE MANAGEMENT INC. OF FLORIDA

Filing Information

Document Number 279946
FEI/EIN Number 59-1094518
Date Filed 03/30/1964
State FL
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 03/22/2024
Event Effective Date 12/31/2021

Principal Address

800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Changed: 04/13/2021

Mailing Address

800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Changed: 04/13/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 06/23/1992

Address Changed: 04/19/2011

Officer/Director Detail

Name & Address

Title President, Director

MYHAN, DAVID M
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP

SHAW, C. BRANDON
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP

BAUMAN, BRIAN J
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, CFO, CONTROLLER

CARROLL, JOHN A.
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, Treasurer

NAGY, LESLIE K.
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, Asst. Treasurer

LOCKETT, MARK A
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, Asst. Secretary

LAMBROS , JAMES F
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Secretary

VIOLA, JEFFREY M.
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP, Secretary, Director

TIPPY , COURTNEY A
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title VP

Wilson, James A
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Treasurer

BENNETT, JEFF R
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Secretary

SILVA, LISA
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Secretary

DEANGELIS, CHRISTINA D.
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Annual Reports

Report Year	Filed Date
2023	04/03/2023
2024	03/26/2024
2025	04/08/2025

Document Images

04/08/2025 - ANNUAL REPORT	View image in PDF format
03/28/2024 - ANNUAL REPORT	View image in PDF format
03/22/2024 - Merger	View image in PDF format
04/03/2023 - ANNUAL REPORT	View image in PDF format
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04/13/2021 - ANNUAL REPORT	View image in PDF format
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04/06/2017 - ANNUAL REPORT	View image in PDF format
03/17/2016 - ANNUAL REPORT	View image in PDF format
01/13/2015 - ANNUAL REPORT	View image in PDF format
01/16/2014 - ANNUAL REPORT	View image in PDF format
04/24/2013 - ANNUAL REPORT	View image in PDF format
10/03/2012 - ANNUAL REPORT	View image in PDF format
06/29/2012 - ANNUAL REPORT	View image in PDF format
01/11/2012 - ANNUAL REPORT	View image in PDF format
04/19/2011 - ANNUAL REPORT	View image in PDF format
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06/27/2007 - Merger	View image in PDF format
04/30/2007 - ANNUAL REPORT	View image in PDF format
04/27/2006 - ANNUAL REPORT	View image in PDF format
10/19/2005 - REINSTATEMENT	View image in PDF format
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<u>06/29/2005 – Merger</u>	View Image in PDF format
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<u>08/22/2003 – REINSTATEMENT</u>	View Image in PDF format
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<u>12/23/2002 – Merger</u>	View image in PDF format
<u>09/09/2002 – ANNUAL REPORT</u>	View Image in PDF format
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<u>02/28/2002 – ANNUAL REPORT</u>	View image in PDF format
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<u>08/30/2000 – ANNUAL REPORT</u>	View image in PDF format
<u>05/12/2000 – Merger</u>	View image in PDF format
<u>05/11/2000 – ANNUAL REPORT</u>	View Image in PDF format
<u>12/22/1999 – Merger</u>	View Image in PDF format
<u>05/27/1999 – Court Order</u>	View Image in PDF format
<u>04/14/1999 – ANNUAL REPORT</u>	View Image in PDF format
<u>12/29/1998 – Merger</u>	View Image in PDF format
<u>12/29/1998 – Merger</u>	View Image in PDF format
<u>12/29/1998 – Merger</u>	View image in PDF format
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<u>12/29/1998 – Merger</u>	View image in PDF format
<u>12/28/1998 – Merger</u>	View image in PDF format
<u>05/01/1998 – ANNUAL REPORT</u>	View Image in PDF format
<u>05/02/1997 – ANNUAL REPORT</u>	View image in PDF format
<u>04/09/1996 – ANNUAL REPORT</u>	View image in PDF format
<u>04/20/1995 – ANNUAL REPORT</u>	View image in PDF format
<u>03/30/1994 – Filings Prior to 1995</u>	View image in PDF format

State of Florida

Department of State

I certify from the records of this office that WASTE MANAGEMENT INC. OF FLORIDA is a corporation organized under the laws of the State of Florida, filed on March 30, 1964.

The document number of this corporation is 279946.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 8, 2025, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of April, 2025*




Secretary of State

Tracking Number: 8514791875CU

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

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



Service Vehicles

Unit Number	Unit Description			Serial Number	License Plate - State
419649	2024	MACK	GR64B	1M2GR7GC7RM042907	P9581J - FL
420269	2025	MACK	GR64B	1M2GR7GC3SM046359	P3663K - FL
420270	2025	MACK	GR64B	1M2GR7GC0SM046352	P2946K - FL
420491	2018	MACK	GU813	1M2AX13C2JM040744	P3244K - FL
420492	2020	PETERBILT	567	1NPCL70X0LD663598	P3053K - FL
420690	2025	MACK	GR64B	1M2GR7GC7SM049510	P3189K - FL



Waste Management Inc. of Florida has been collecting and transporting solid waste and commercial debris in the City of Ormond Beach, and Volusia County, for over twenty-five (25) years. We have a site located at 1325 Hull Trail in Ormond Beach FL. All equipment is stored and maintained at this location. We service over 3000 commercial and roll off customers from this location as well.



Franchise Agreements

Current franchise agreements include, but are not limited to:

- City of Flagler Beach
- Clay County
- City of Daytona Beach
- City of Jacksonville
- City of Palm Coast
- Town of Ponce Inlet
- St. Johns County
- Volusia County
- City of St. Augustine Beach
- City of New Smyrna Beach



- 1) Due to the high quality of the services rendered by Waste Management Inc. of Florida, and the demand by our clients, there is a need for services by the company inside the City limits of Ormond Beach.
- 2) Included in this document is the Credit and Financial information, concerning Waste Management Inc. of Florida, showing our ability to continue to invest in resources to provide goods and services to the company's clients.
- 3) Included in this document is Waste Management Inc. of Florida's credit application information.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY)

12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538	CONTACT NAME: PHONE [A/C No. Ext]: E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Insurance Co of North America INSURER B: ACE American Insurance Company INSURER C: ACE Fire Underwriters Insurance Company INSURER D: ACE Property and Casualty Insurance Company INSURER E: INSURER F:	FA# [A/C, No]: NAIC # 43575 22667 20702 20699
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATE RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT INC. OF FLORIDA 1325 HULL TRAIL ORMOND BEACH FL 32174		

COVERAGES**CERTIFICATE NUMBER:** 13077182**REVISION NUMBER:** XXXXXXXX

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED ☒ ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	HDO G48900793	1/1/2025	1/1/2026 EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 6,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ MCS-90 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	MMT H1082235A	1/1/2025	1/1/2026 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	Y	Y	XEU 27929242 010	1/1/2025	1/1/2026 EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y	WLR C72629668 (AOS) WLR C72629620 (AZ, CA & MA) SCF C7262970A (WI)	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026 X PER STATUTE E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	EXCESS AUTO LIABILITY	Y	Y	XSA H10822269	1/1/2025	1/1/2026 COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

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

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: CONSTRUCTION & DEMOLITION ROLL-OFF SERVICES NON-EXCLUSIVE FRANCHISE APPLICATION. ADDITIONAL INSURED IN FAVOR OF CITY OF ORMOND BEACH ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

13077182

CITY OF ORMOND BEACH
PUBLIC WORKS DEPARTMENT
22 S. BEACH STREET
ORMOND BEACH FL 32174**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	7.F.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Contract Renewal - Ormond Beach Chamber of Commerce		
Recommended Action	Staff intends to renew the agreement with the Ormond Beach Chamber of Commerce, including the financial support, unless otherwise directed.		
Strategic Goal	Economic Development - Other		
Department Staff Contact	Economic Development Brian Rademacher, Economic Development Director		

Summary

This item requests approval of a one-year renewal of the service contract with the Ormond Beach Chamber of Commerce (Chamber), which currently expires on September 30, 2025.

For over 35 years, the City has provided varying levels of financial support to the Chamber. The partnership with the City allows for the use of public funds to provide a variety of programs, events, services, and publications which are vital to enhancing the quality of life for residents. The Chamber initiatives promote economic development, stimulate the local business climate, welcome tourists and new residents, and present a positive image of Ormond Beach.

Additionally, the Chamber works closely with the City to accomplish several major annual joint events, including the Mayor's State of the City Address, Ormond Leadership Program, Economic Prosperity Hour bi-monthly meetings, publication of the Doing Business in Ormond Beach Business Guide, and publication of the Ormond Beach Tourism Brochure.

Financial Impact

The \$36,000 funding amount is included in the Fiscal Year 2025-2026 General Fund budget.

Citizen Impact

The Chamber works closely with the City to enhance the economic development program of business retention, expansion, and recruitment. The funding of the annual contract has a positive impact on the citizens, as it improves the business climate and provides additional capital expenditure and job creation opportunities.

Attachments

1. Chamber of Commerce Service Agr (P25-0123G)
2. OBCC 2025_2026 City Service Contract Report

SERVICE CONTRACT

AGREEMENT made this ____ day of _____, 2025, by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation (“the City”), and the **ORMOND BEACH CHAMBER OF COMMERCE, INC.**, a Florida non-profit corporation (“the Chamber”).

WHEREAS, the City is willing to pay public funds to the Chamber in order to accomplish various public purposes, as hereinafter more particularly set forth, and

WHEREAS, the City desires sufficient control over the public funds to be paid in order to comply with the requirements of the law as articulated by the Florida Supreme Court in *O’Neill v. Burns*, 198 So.2d 1 (Fla. 1967) and by the Attorney General of Florida in *Op.Atty.Gen.* 075-221 (July 24, 1975),

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties, intending to be legally bound, hereby agree as follows:

1 *Recitals.* The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference and are part of this Agreement.

2. *Term.* This Agreement shall become effective on October 1, 2025 and shall continue in effect through and including September 30, 2026. Thereafter, this Agreement may be renewed for additional one (1) year periods based upon the City’s fiscal year, which fiscal year begins on October 1 of each given year and ends on September 30 of the following year.

3. *Responsibilities of the Respective Parties.*

a. *The Chamber shall be responsible for the following:*

- i. prepare and update (or obtain from other sources) the City of Ormond Beach's visitor attraction guidebooks, area maps, economic development materials, real estate brochures, tourism publications, and school information;**
- ii. distribute the materials described in ¶(3)(a)(i) at the Chamber's public Welcome Center; *via* telephone, mail, and personal requests by the general public; and to the five (5) State of Florida Welcome Centers at the state boundaries;**
- iii. answer the public's walk-in, telephone, and mail inquiries about the Ormond Beach area;**
- iv. be open for business from 9:00 a.m. until 5:00 p.m., Monday through Friday, exclusive of legal holidays, special Chamber events and meetings, and modified summer hours;**
- v. provide, in cooperation with the Central Florida Better Business Bureau, mediation and referral services for consumer complaints against businesses licensed to operate within the corporate limits of the City;**
- vi. provide semi-annual reports, due on March 31 and September 30 of each year, to the City, which reports shall summarize the number of requests for visitor/relocation information, better business inquiries, community/social events, and miscellaneous requests, the types of business complaints received, and the disposition of the complaints. The annual estimated number of inquiries, by category, is indicated by the number in parenthesis;**
- vii. maintain a Small Business Partnership with VISIT FLORIDA. The State's official tourism marketing corporation that serves as Florida's official source for travel planning to visitors; and**
- viii. provide and maintain a public information website www.ormondchamber.com. In addition, the Chamber owns five website domains www.Visitormondbeach.org, www.visitormond.com, www.northeastvolusiachamber.com, www.Leadershipormondbeach.com, and www.leadershipormondbeach.org. The Chamber website is a resource for information about Ormond Beach visitors, residents and the business community.**

b. *The City:* The City shall pay to the Chamber the total sum of thirty-six thousand and 00/100 dollars (\$36,000.00), in a single payment, within ten (10) days of the date of execution of this Agreement by both parties.

4. *Board Appointment.* The Mayor shall be appointed as an honorary director of the Chamber's Board of Directors. The City Manager shall serve as the City's liaison to the Board of Directors of the Chamber, in accordance with the Charter and By-Laws of the Chamber. Both Mayor and City Manager or his designee shall have all rights to participation except for the right to vote.

5. *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.

6. *Relationship of Parties.* Neither the City, including any of its elected or appointed officers, employees, agents or other representatives, nor the Chamber, including any of its directors, officers, employees, agents or other representatives, are the employee, agent, or other representative of the other party, and all activities 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 such act.

7. *Liability and Indemnification.* The Chamber shall fully defend, indemnify, save, and hold the City, 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 any injury, loss, or damage to any person or property, which is directly or indirectly caused by or results from any act or negligence of the Chamber, including its directors, officers, employees, agents and other representatives.

8. *Miscellaneous.* The Chamber shall:

- a.** obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge The Chamber'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; and
- c.** comply with all applicable federal, state, and local laws, rules, and regulations.

9. *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 of the City and the Board of Directors of the Chamber.

10. *Sovereign Immunity.* The City expressly retains all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. *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.

12. *Amendments.* This Agreement may not be amended unless such amendments are reduced to writing and approved by the City Commission and by the Board of Directors of the Chamber, and signed by both parties.

13. *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 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.

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)

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

Witnesses:

CITY OF ORMOND BEACH, a Florida
municipal corporation

Signature: _____
Print: _____

By: _____
JASON LESLIE
Mayor

Signature: _____
Print: _____

Attest: _____
JOYCE A. SHANAHAN
City Manager

Witnesses:

**ORMOND BEACH CHAMBER OF
COMMERCE, INC.**, a Florida non-profit
corporation

Signature: _____
Print: _____

By: _____
DEBBIE COTTON
President and Chief Executive Officer

Signature: _____
Print: _____

Attest: _____
ERICK PALACIOS
Chairman



MEMORANDUM

July 14, 2025

- **TO:** Joyce Shanahan
(City Manager – City of Ormond Beach) cc: file
- **FROM:** Debbie Cotton
President/CEO – Ormond Beach Chamber of Commerce
- **SUBJECT:** Service Contract Report

Mission Statement

- To serve the community by advocating for businesses, developing leaders, and promoting economic growth.

General Points About the Chamber

The Ormond Beach Chamber of Commerce is dedicated to enhancing the local business environment while balancing the needs of residents and preserving our natural surroundings. We support small businesses by offering a range of resources including networking opportunities, marketing through publications and our high-traffic website, and the distribution of promotional materials at our Visitor Information Center. Members also contribute to the community by sharing their expertise through active participation on Chamber committees.

- **Nonprofit Commitment**

The Ormond Beach Chamber is a 501(c)(6) not-for-profit organization. All revenues are reinvested to support programs and initiatives that benefit the business community and the public, never for personal gain. The Chamber adheres to all local, state, and federal laws applicable to nonprofit organizations and follows established policies, procedures, and best practices to ensure ethical and transparent operations.

- **Governance and Neutrality**

Governed by a volunteer Board of Directors, the Chamber operates as a nonpartisan, nonsectarian organization. It does not engage in or endorse political campaigns or candidates at any level—local, state, or national. Chamber funds are exclusively used for

projects and initiatives that promote the commercial, industrial, civic, and general interests of the Ormond Beach community, as outlined in the Chamber's Articles of Incorporation and Bylaws.

- **Certified Plus Chamber**

In 2019, the Ormond Beach Chamber earned the "Certified Plus" designation from the Florida Association of Chamber Professionals—an honor awarded to top-performing chambers in the state. This recognition reflects excellence in areas such as organizational leadership, service capacity, professional administration, financial oversight, and public relations. Certified Plus Chambers are also recognized for their role in supporting free enterprise and strengthening the business climate. The certification is subject to renewal every five years, and the Chamber was successfully recertified in 2024.

Ormond Beach Chamber of Commerce Service Contract Responsibilities

The Ormond Beach Chamber of Commerce and the City of Ormond Beach have entered into an agreement to provide the following services:

- Prepare and update (or obtain from other sources) the City of Ormond Beach's Business Annual Visitor Guide & Chamber Membership Directory Publication, bi-annual Area Map, Economic Development Materials such as the bi-annual "Doing Business in Ormond Beach" publication, real estate and other business brochures, and school information.
- Distribute/display/convey above materials at the Chamber's public Visitor's Welcome Center, via telephone, mail, e-mail, and internet, personal requests by the public.
- Maintain a Small Business Partnership with Visit Florida, www.visitflorida.org. The State's official tourism marketing corporation that serves as Florida's official source for travel planning to visitors.
- Provide and maintain a public information website www.ormondchamber.com. In addition, the Chamber owns three main website domains. www.Visitormondbeach.org, www.visitormond.com and www.northeastvolusiachamber.com, www.Leadershipormondbeach.com and www.leadershipormondbeach.org. The chamber website is a resource for information about Ormond Beach visitors, residents, and the business community.
- Answer/assist the general public's walk-in, telephone, e-mail, internet and mail inquiries about Ormond Beach and the surrounding area.

- Maintain open business hours from 9:00 a.m. to 5:00 p.m., Monday through Friday. Summer hours are 9:00 a.m. to noon to accommodate the seasons. Exclusive of legal holidays, special chamber events and meetings.
- Provide, in cooperation with the Central Florida Better Business Bureau, as a referral service for consumer complaints against businesses licensed to operate within the corporate limits of the city.
- Provide reporting to the city, summarizing the number of requests for visitor/relocation information, better business inquiries, community/social events, and miscellaneous requests.

Benefit to City of Ormond Beach Residents/Businesses

The Ormond Beach Chamber of Commerce serves the residents, as well as the businesses, of our city by engaging in a variety of economic development programs designed to:

- Increase wealth and prosperity for residents.
- Ensure job opportunities for residents.
- Expand the tax base of the City of Ormond Beach to provide greater services and reduce the financial burden on residents.
- Improve the quality of life of residents by increasing the standard of living.
- Ensure a bright economic future for the city.
- Be a total business and community resource.
- Located on one of the busiest roads in Volusia County, our location provides countless opportunities for visitors and new residents. The Ormond Beach Chamber of Commerce serves as the official visitor center for Northeast Volusia County and works with the Daytona CVB, increasing our reach and effectiveness in representing the City of Ormond Beach as a vacation and business destination. The Chamber also partners with VISIT Florida, the State of Florida's official tourism marketing corporation. The Chamber's partnership provides access to VISIT Florida's extensive tourism marketing resources.
- The Ormond Beach Chamber operates as a distribution center for a host of publications including a Visitor's Map, Membership Directory (which includes Ormond Beach history, demographics, school information, economic development information), Doing Business

in Ormond Beach publication, club & organization lists, street maps, City of Ormond Beach publications and several additional brochures and information highlighting and promoting Chamber members. Information and brochures are provided at no charge to our visitors and members.

- The Chamber works with the Cities GIS Department to produce the Ormond Beach Map every 18- 24 month to ensure the most updated information is printed.
- The Chamber accepts requests for information through the mail, walk-in traffic, telephone, e-mail, through the Chamber website www.ormondchamber.com. The chamber has a page on the website for individuals to request information 24/7 <http://business.ormondchamber.com/info/> .
- The Chamber updates and shares information on our Facebook page daily with up-to-date alerts that are relevant to our residents, visitors, and businesses. To date we have over 6,000 followers. <https://www.facebook.com/ormondchamber/> . Other Social media channels include:
 - **Instagram:** <https://www.instagram.com/ormondbeachchamber/>
 - **LinkedIn:** <https://www.linkedin.com/company/ormond-beach-chamber-of-commerce/?viewAsMember=true>
 - **YouTube:** <https://www.youtube.com/channel/UCgWHdFDL8QvEAYCSvXni6NA>
- The Ormond Beach Chamber of Commerce represents about 650+ business members and indirectly benefits the 2,500+ licensed businesses (City BTR). We strive to serve over 43,000+ residents of Ormond Beach according to the US Census, through the above programs and promotion of “business,” as well as through a myriad of Chamber hosted events and programs/initiatives.
- The Chamber receives a monthly list of new business licenses that contains new BTR’s issued within the city. Staff reach out to each to introduce the chamber and our services to the business community. The staff reaches each business to extend a welcome and introduce them to the Chamber of Commerce.
- The Chamber continues to remain a resource to our businesses/residents and is highly active in communicating information to the public prior to and after a natural disaster or a public health pandemic in a coordinated effort with Ormond Mainstreet and Ormond Beach City PIO.

Other Chamber Activities of Benefit to Members, Residents and Businesses:

- Monthly Networking Business After-Hours highlight a host venue business and provide connectivity for members of the business community. This event is open to all businesses in the community and held on the 2nd Wednesday of each month from 4:30 to 6:30 pm. This timeline allows our business members to attend the event and still be home with their families earlier in the evening.

Leadership Ormond Beach Program

The Ormond Beach Chamber of Commerce proudly graduated Class XXI of the annual *Leadership Ormond Beach* program in May 2025. This dynamic initiative consists of nine half-day sessions designed to deepen participants' understanding of the community, city government, educational institutions, and civic services.

Created to cultivate and connect emerging leaders, the program serves as a platform for professional growth and civic engagement. Each year, the class welcomes approximately twenty-five local business and community members. Class XXII is scheduled to begin in Spring 2026.

Youth Leadership Program

The Chamber proudly graduated its inaugural Youth Leadership Class in November 2022. Now entering its fourth year, the program will welcome Class 4 in September 2025. Participants include students from Volusia County schools, specifically Seabreeze High School, as well as qualifying home-schooled students.

The Youth Leadership program is held on early release days and features afternoon sessions designed to engage and inspire. Topics include:

- Reaction Course
- Health & Wellness
- Government
- Public Safety
- Historical Day
- Economic Development
- Graduation

This impactful program introduces students to a wide range of career paths and provides firsthand exposure to the many professional opportunities available within the Ormond Beach community.

Chamber Networking Groups

The Chamber hosts four established networking groups made up of local business owners and representatives. These groups are designed to foster business-to-business connections and encourage Chamber member-to-member referrals, all with the goal of supporting and strengthening the local economy.

Each group meets regularly at the Chamber office and makes use of the Chamber's audio-visual equipment to enhance presentations and engagement.

- **Ambassador Committee**

- The Ambassador Committee is made up of fourteen dedicated Chamber members who represent the Chamber at a variety of events, including ribbon cuttings, grand openings, member visits, city functions, and special events.
- Ribbon cuttings are typically held on Thursday afternoons at 4:00 PM. These events are featured on the Chamber's online calendar, promoted on our Facebook page, and published weekly in the *Ormond Beach Observer*.
- In addition to attending events, the Ambassador Committee actively engages with the business community each month by welcoming new members and visiting renewing members when appropriate.
- In 2024 the Chamber conducted twenty-two business Ribbon Cutting Ceremonies.
 - 2025 Ribbon cuttings to date, as of June 30, 2025: 12

Economic Prosperity Breakfast Forum

The Ormond Beach Chamber of Commerce, in partnership with Halifax Health, proudly hosts the bi-monthly *Economic Prosperity Breakfast Forum*. This series brings together community leaders, business owners, and government officials to discuss timely economic topics and foster meaningful connections.

With full support from the Chamber, the forum serves as a platform for exploring challenges and opportunities within the local business landscape, including demographic shifts, economic diversification, and key market trends. In collaboration with the City's Economic Development Director, the forum also highlights the contributions of local business leaders. These events are open to all members of the business community. Each event features a specific topic and speaker.

2025 Economic Prosperity Breakfast Schedule

The 2025 calendar features six events, held on the third Wednesday of February, April, June, August, and October, with the December event scheduled for the first Wednesday of the

month. All events are held at the Anderson Price Memorial Building, except for one or two that may be hosted at a business location.

Topics:

- February 2025 - Team Volusia Economic Development update
- April 2025 – State of the Insurance Industry, hosted by Foundation Risk Partners, Ormond Beach
- June 2025 – 2025 Legislative review – Speaker: Representative Bill Partington
- August 2025 – Volusia Manufacturing update
- October 2025 – Healthcare update, hosted by Halifax Health
- December 2025 – State of Volusia County Schools, Speaker Dr. Carmen Balgobin, Superintendent.

Education Committee & Teacher Recognition Program

The Chamber’s Education Committee proudly continues its longstanding tradition of honoring local educators through the *Teacher of the Quarter Awards* and the *Annual Teacher Appreciation Luncheon*—a program the Chamber has coordinated for over 30 years.

Each quarter, the Chamber recognizes outstanding teachers from the following schools:

- Seabreeze High School
- Beachside Elementary
- Ormond Beach Elementary
- Ormond Beach Middle
- Pine Trail Elementary
- Pathways Elementary
- Hinson Middle
- Tomoka Elementary

The 2024–2025 Teacher of the Quarter Annual Luncheon was held at the end of the school year on May 29, 2025, and was graciously hosted by one of Ormond Beach’s most beloved restaurants, Alexander’s Prime.

The Chamber invites all thirty-six honored teachers, along with their school principals, to enjoy a celebratory lunch among peers. We are also pleased to welcome the Mayor Jason Leslie, Representative from Volusia County Schools, and members of the Ormond Beach Chamber Board of Directors as special guests in recognizing the educators who help shape our future leaders.

Rob Ridder Scholarship Program

The year 2025 marks the 10th anniversary of the Chamber's *Rob Ridder Scholarship*, offered exclusively to Volusia County high school seniors who are children of Ormond Beach Chamber members. The Ormond Beach Chamber remains the only Chamber in Volusia County with an active scholarship program of this kind.

Since its inception, the Chamber has been awarded **fifty-six scholarships totaling \$62,500**. Scholarships are based on a combination of community involvement, academic performance (GPA), and financial need. Through ongoing fundraising efforts, the Chamber continues to provide **\$1,500 one-time scholarships** to deserving students.

The Scholarship Committee conducts in-person interviews with all applicants during April and May. In 2025, six students were selected as recipients:

- **Seabreeze High School** – 3 students
- **Spruce Creek High School** – 1 student
- **DeLand High School** – 1 student
- **PACE Center for Girls** – 1 student

Chamber Board members, along with Mr. and Mrs. Ridder, personally presented scholarships during Seabreeze High School's awards ceremony. Two additional scholarships were awarded during the Chamber's May Board of Directors meeting, and the final scholarship was presented at the PACE Center for Girls graduation ceremony.

Government Affairs Committee

The Chamber's Government Affairs Committee serves as a voice for the local business community, advocating on issues that impact businesses at the local, state, and federal levels. The committee actively supports initiatives aligned with our mission and has joined efforts with the Florida Chamber through support letters that promote policies beneficial to our region's economic well-being.

Committee Description

The Ormond Beach Chamber of Commerce Government Affairs Committee (GA Committee) takes a proactive and informed approach to addressing legislative and regulatory matters that affect our members. The committee monitors and evaluates public policy issues at all levels of government, working to keep Chamber members and community leaders educated and engaged. Its goal is to represent the interests of businesses in Ormond Beach and throughout Volusia County.

The Government Affairs Committee also partners with other Volusia County chambers of commerce to travel to Tallahassee, our state capital, to meet with members of the Legislative Delegation. These visits provide an opportunity to speak with a unified voice on behalf of the business community and advocate for policies that support economic growth across the region.

Mission Statement

To identify, monitor, and advocate for legislative activity and public policies at the city, regional, and state levels that influence the economy, business climate, and overall culture of the Ormond Beach area.

BOSS Program: Business Owners Sharing Solutions

The *BOSS* program—*Business Owners Sharing Solutions*—is one of the Chamber's mission-driven initiatives, designed to foster professional growth and education within the business community. Held quarterly at a Chamber member's business location, BOSS provides a platform for learning, collaboration, and meaningful dialogue among local professionals.

Each session features a three- to four-person panel of industry experts, all Chamber members, who share insights on relevant business topics. Past panel discussions have included:

- How to Be an Effective Leader
- How to Network and Build Relationships
- Delivering Outstanding Customer Service
- Enhancing Your Social Media Presence

BOSS 2.0

In addition to the panel format, the Chamber introduced *BOSS 2.0*—a more interactive workshop series led by a single expert in their field. These sessions offer firsthand learning and breakout groups, allowing for deeper engagement and practical takeaways. One recent topic featured was "*AI: How to Use It to Boost Your Business.*"

Due to the program's growing popularity and impact, four sessions are scheduled for 2025, with topics including:

- **Developing a Winning Business Plan** – February
- **Build Your Team: Strategies on Hiring & Retaining Top Talent** – May
- **How to Master the Art of Sales: Turning Leads into loyal Customers** - August
- **What's New with AI** – November

The BOSS program continues to deliver high-value, real-world professional development opportunities that empower our members to grow and succeed.

Volusia County Chamber Alliance

Chamber President Debbie Cotton currently serves as the Treasurer of the Volusia County Chamber Alliance, a nonprofit organization dedicated to supporting public education, expanding existing industries, attracting new businesses, and driving job creation across Volusia County and its cities.

The Alliance is made up of all five chambers of commerce in Volusia County, working collaboratively to connect, inspire, and grow the regional business community. One of the Alliance's signature events is the annual Mega Mixer—a dynamic combination of a business expo and business after-hours networking event. This high-energy gathering allows members from all participating chambers to showcase their products and services to a broad audience.

Each year, the Mega Mixer features more than eighty vendors and draws over 400 attendees, offering unparalleled exposure and networking opportunities for local businesses.

- In January 2024, The Chamber launched a new, more user friendly informative, functional website which contains over 1,000 links to local businesses, city services, county information, etc.

2024 – January to December:

Business Member page hits- 104,510 (decreased 3.12 % from 2023)

Member search hits – 315,174 (increased 55.5% from 2023)

2025 - January to June:

Business Member page hits – 129,608 (increased 156% from same period in 2024)

Member Search hits- 283,589 (Increased 56% from same period in 2024).

2025 Established Signature Events:

2025

- January 23, 2025 - Annual Installation/Awards Banquet- Hard Rock Hotel, DB
- March 28, 2025- Women2Women Spring Luncheon- Hard Rock Hotel, DB
- April 25, 2025 - 56th Annual Mayors Golf Tournament, Halifax Plantation

- Mayor's Tee-Off Reception- Oceanside Country Club
- June 5, 2025 - Chamber Alliance Mega Mixer (Multi chamber business expo)
- July 18, 2025 – Women2Women Summer Seminar- Oceanside Country Club
- October 14, 2025- State of the City Luncheon, Oceanside Country Club
- November 14, 2025, Women2Women Fall Luncheon, Hard Rock Hotel, DB

2025 Recurring events/programs

- 2nd Wednesday Monthly Business After-Hours
- Bi-Monthly - Chamber, Coffee, Connect (New Member Orientation)
- Weekly Ribbon Cuttings for New/relocated/remodel or expansion Businesses.
- Bi-Monthly Economic Prosperity Hour events
- Bi-Weekly Net Group meetings for four groups
- Quarterly Morning Member Meet- Up

Visitor Center Update:

- The Chamber and Visitor Information Center at 165 W. Granada Boulevard, presents a positive public image of Ormond Beach to tens of thousands of people each year. Our full-time staff welcomes thousands of visitors and hundreds of new residents to Ormond Beach each year. The Chamber distributes publications, oversees better business services, and works on a host of community projects.

Visitor/Inquiry tallies for the period indicated below:

2023-2024	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	TOTALS
<u>Walk ins</u>	252	118	109	234	158	148	176	190	186	165	214	184	2134
<u>Telephone</u>	104	110	80	90	116	110	114	120	131	89	114	99	1277
<u>Email</u>	77	65	74	61	70	72	78	79	97	80	78	66	897
<u>Totals</u>	433	293	263	385	344	330	368	389	414	334	406	349	4308
2024-2025	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	TOTALS
<u>Walk Ins</u>	108	133	74	194	266	200	193	199	189				1556
<u>Telephone</u>	151	75	74	138	115	134	160	124	96				1067
<u>Email</u>	60	52	40	63	62	73	90	74	65				579
<u>Totals</u>	319	260	188	395	443	407	443	397	350				3202

Summary

- We are discovering that more visitors are turning to our website as a trusted resource—whether they are planning a vacation, spending the winter here, or considering a

permanent move. Relocation information is readily available, including connections to local realtors and other essential services for those thinking about making Ormond Beach their new home.

In addition, digital flipbooks of our **Annual Visitor Guide & Membership Directory** and our **"Doing Business in Ormond"** publication are easily accessible online, providing valuable insights for both leisure travelers and businesses looking to relocate to the area.

Information requests from our website (ormondchamber.com)

2023 -251 (down 29% from 2022)

2024- 158 (down 50% from 2023)

January to June 30, 2025, to date: 103 (up from same time last year 14%)

The Chamber has five full-time staff. One staff member is dedicated to working with visitors as our Office Manager. Our season trends to fall and winter for visitors, snowbirds, and relocation inquiry. We typically get slow in the summer months (May-September) with walk in traffic and phone inquiries.

2024 Member Highlights

- 148 New Members, Retention rate 81% (increase of 1 % from 2023)
- 626 Members as of December 31, 2024 (increase of 4% from 2023)
- Event attendees 2,800+

2025 Member Highlights to date (June 30, 2025):

- 70 New members
 - Members as of June 30, 2025- 648
 - Member locations in the service area: 432 businesses in Ormond Beach, 104 businesses in Daytona Beach and twenty-five businesses in Holly Hill.
-
- 2026 - The new visitor street map will be delivered in January 2026, and the chamber will have 6,000 copies to provide visitors, local realtors, hotels, libraries, Homeowner Associations, local Hospitals, Historical Society and Ormond Mainstreet as they come to the office. The map is updated every 24 months.
 - 2025- The Annual 2025-2026 Visitors Guide & Membership Directory was completed and received in June 2025. This publication features all the chamber members, city information for relocation and tourist information. This is distributed to all chamber members, HOA's, city staff and anyone looking for information on our business community. The chamber prints 1,500 copies. A digital flipbook is available on the resource page of the website to allow our guests to use our business members.

- 2025-2026 Media partnerships include the following media outlets: Daytona Beach News Journal, Money Pages, Ormond Beach Observer to highlight current or upcoming Chamber activities and new members.
- The Chamber's electronic newsletter, "The Chamber Insider" is sent out weekly on Tuesdays with a distribution to over 2,000 businesses, with an open rate average of 43%. And a click rates of 3%. Industry average is 35% open rate and 1% click rate. The newsletter features chamber events, community events, chamber news, ribbon cutting information and member highlights. The Chamber continues to enhance our visibility with information provided through our website, consistency with Social Media presence.
- **Social media** is where we find most people follow us with news and event updates.
 - Facebook is where we have most people interacting with us. 8.3 thousand followers, 450,000 views in the past 90 days (as of July 2025).
 - Our most engaged post is always the April Ormond Beach Birthday post with 60,000 views.
 - Most engaged Ribbon Cutting Reels include Ormond Memorial Art Museum with 30,000 views and Backwater provisions reel with 18,000 views.
 - Instagram has 2.7 thousand followers, 40.6 views on posts.
- The Chamber continues the "Partnership" Program. The Chamber and Business Members entered into an annual agreement for overall sponsorship/advertising/consistent exposure throughout the year. This program continues to grow with our businesses that brings us to 25 Partnerships.

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 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.

The above report is a synopsis of all the services, programs, functions, events the Chamber has performed.

We respectfully request consideration for an Annual Contract amount requested by the Ormond Beach Chamber of Commerce for **2025-2026: \$36,000.00**.
This amount requested reflects a minor increase of \$1,000.00 compared to 2024-2025.

The Ormond Beach Chamber of Commerce respectfully submits this request for the renewal of contract services to the City of Ormond Beach for consideration during its budget preparation process. The requested amount represents approximately 7.5% of our operating budget.

Thank you for your consideration in allowing us to continue to provide high quality services to the business community and to those who visit our beautiful city and relocate here.

If any additional information is required, please do not hesitate to contact me directly.

Respectfully submitted,

Debbie Cotton, FCCP, IOM
President/CEO
Ormond Beach Chamber of Commerce



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	7.G.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Capital Improvement Program Fiscal Years 2026 through 2030		
Recommended Action	Staff recommends approval of the Capital Improvement Plan.		
Strategic Goal	Governance - Other		
Department Staff Contact	Finance Kelly McGuire, Finance Director		

Summary

Granting agencies prefer a formally adopted Capital Improvement Plan (CIP) when determining eligibility for funding. Staff is requesting approval of the plan which was discussed in detail during the budget workshops beginning in June 2025 and which has been incorporated into the Fiscal Year 2025-2026 budget.

Financial Impact

Projects included in the CIP for FY 2025-2026 were included in the proposed budget of the appropriate capital fund.

Citizen Impact

The CIP represents a substantial effort to identify and schedule capital investment for a multi-year period which have been identified as important to the community.

Attachments

1. FY 2025-26 Adopted CIP

CAPITAL IMPROVEMENT PROGRAM

FY 2025-26 THROUGH FY 2029-30





CITY OF ORMOND BEACH

September 17, 2025

Honorable Mayor Leslie, City Commissioners and the Citizens of Ormond Beach

Enclosed is the Five-Year Capital Improvements Program (CIP) for the period FY 2025-26 through FY 2029-30 as required by Section 2-294 of the City Code of Ordinances. The Five-Year Capital Improvement Program totals \$218,072,796 with \$34,342,948 for FY 2025-26.

Projects included in the CIP reflect one or more of the following factors with maintenance or upgrade of existing facilities being the highest priority:

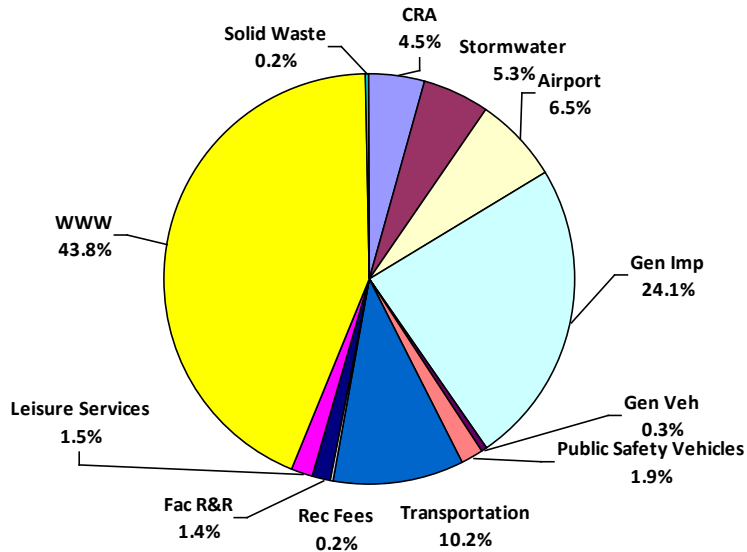
- ☐ Involves necessary or planned maintenance, renovation or construction of an existing facility, equipment or infrastructure.
- ☐ Reflects a prior multi-year commitment previously approved by the City Commission.
- ☐ Enhances the use or appearance of an existing facility or City-maintained public area.
- ☐ Included in a previous Master Plan or conceptual plan previously considered and endorsed or reviewed by the City Commission.

Property tax funded projects for General Capital Improvements, General Vehicle Replacements, Public Safety Vehicles, Facilities Renewal and Replacement, Leisure Service Capital and Transportation are proposed with funding levels consistent with the current Long-term Financial Plan.

Overview

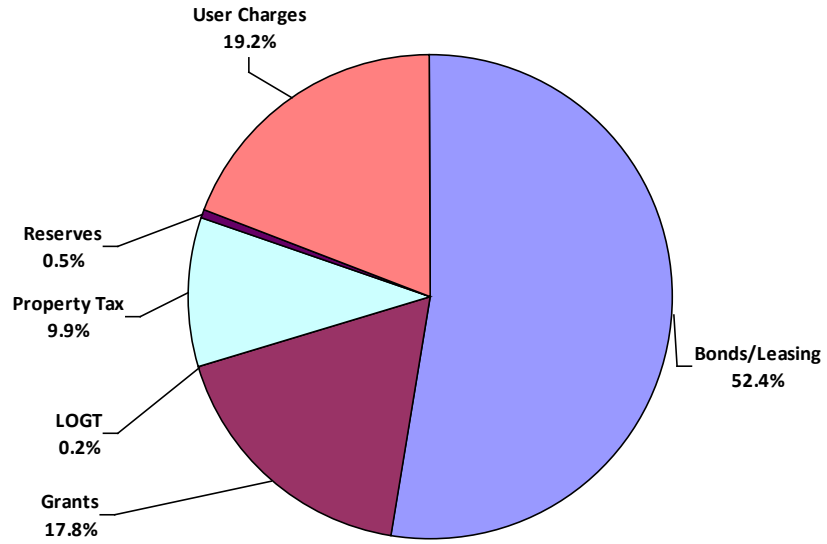
The City's Five-Year Capital Improvements Program represents a substantial effort to identify and schedule capital investments for a multi-year.

Expenditures



Category	Total
Community Redevelopment	\$9,745,989
Stormwater	11,578,360
Airport	14,173,731
General Improvements	52,533,514
General Vehicles	760,000
Public Safety Vehicles	4,215,000
Transportation	22,319,645
Recreation Fees	500,000
Facilities Renewal and Replacement	3,091,933
Leisure Services	3,200,000
Water & Wastewater	95,509,624
Solid Waste	445,000
TOTAL	\$218,072,796

Revenues



Category	Total
Bonds/Leasing	\$112,161,530
Grants	37,548,667
Local Options Gas Tax	5,000,000
Property Tax	21,173,112
Reserves	1,150,000
User Charges	41,039,487
TOTAL	\$218,072,796

FY 2025-26 CIP Projects

Fund 104-Community Redevelopment

Downtown improvements are funded through property tax revenue which is expendable only within the downtown area. For FY 2025-26 the projects include Fortunato Park Fishing Pier (\$450,000), Linear Park Concept (\$36,000), Public Art initiative (\$100,000) and the annual allocation to Upgrades and Improvements (\$60,000).

Fund 107-Stormwater Drainage Improvements

FY 2025-26 projects include the continuation of the Stormwater Piping Replacement project (\$1,500,000), Stormwater Construction (\$250,000) and Vehicle Replacements (\$300,000). Several targeted area projects are also included (\$1,428,360).

Fund 108-Airport Fund

Projects for FY 2025-26 include Airfield Remarketing and Pavement Rejuvenation (\$780,879) and Environmental Services for Obstruction Mitigation.

Fund 301-General Improvement Fund

Projects included for FY 2025-26 are Facility Hardening Retrofit (\$2,463,514), Network and Security Assessment (\$35,000), Security Access Control (\$300,000) and Solar Parking Lot Lights (\$215,000).

Fund 302-General Vehicle and Equipment Replacement

The FY 2025-26 plan includes the replacement of two Public Works vehicles, three Leisure Service vehicles, and two Engineering Vehicles (\$760,000).

Fund 305-Public Safety Vehicle and Equipment Replacement

The FY 2025-26 plan includes purchase of an Emergency Response UTV with Trailer (\$55,000), Extrication Equipment Replacement (\$40,000) and the replacement of six Patrol Vehicles and three Special Unit vehicles (\$540,000).

Fund 308-Transportation

Transportation projects include Main Trail Bridge R&R (\$500,000), Multi-modal Trails Plan (\$250,000), Neighborhood Traffic Calming (\$50,000), Railroad Crossings (\$200,000), Road Rehabilitation (\$1,000,000), Sidewalk Repairs & Replacements (\$125,000). Also proposed is the annual allocation for Street Light and Traffic Signal Maintenance (\$184,000).

Fund 310-Recreation Collection Fees

The funding provided for FY 2025-26 will be utilized to provide LED Lighting on Field 11-12 (\$500,000).

Fund 317-Facility Renewal and Replacement

For FY 2025-26, projects include Air Conditioner Replacement (\$60,000), Facility Maintenance Master Plan (\$100,000), Fire Station Floor Renovations (\$100,000), Nova Field 5 Transformer (\$56,535), Riviera Park Fishing Pier (\$450,000), ARBFP Shade Structure Replacement (\$300,000), Soccer Bathrooms (\$55,398) and Shell Parking Lot Refurbishment (\$51,000). ***Projects below the CIP threshold will be included as part of the annual operating budget.***

Fund 322-Leisure Service Capital

The funding provided for FY 2025-26 will be utilized to reconstruct OBSC Softball Fields and add an additional baseball field at a to be determined location in place of Nova Field (\$900,000).

408-Water & Wastewater Vehicle and Equipment Replacement

The FY 2024-25 plan includes the replacement of nine utility vehicles. (\$695,000).

Fund 409-Water and Wastewater System Improvements

Annual recurring projects totaling \$4.7 million include Fire Hydrant & Valve Expansion Program, General Facility and System Upgrades, Lift Station Rehabilitation, Manhole Rehabilitation Program Meter Installation, PEP Tank Replacement and Sanitary Sewer Inflow Infiltration. Non-recurring projects totaling \$13 million include design for several projects: Halifax River Utility Crossing, Public Works Generator and Facilities Renovations and WRF Filter Modifications.

Projects by Funding Source

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
104-TIF						
EXPENDITURE						
24 Downtown: Fortunato Park Fishing Pi	450,000	0	0	0	0	450,000
25 Downtown: Linear Park	36,000	75,000	500,000	0	0	611,000
26 Downtown: Public Art	100,000	100,000	100,000	100,000	100,000	500,000
31 Downtown: Upgrades and Improveme	60,000	60,000	60,000	0	60,000	240,000
32 Downtown: Thompson Creek, Phase I	0	624,716	2,220,273	0	0	2,844,989
33 Downtown: Stormwater Improvement	0	0	0	1,100,000	0	1,100,000
35 Downtown: Granada Bridge	0	0	0	0	4,000,000	4,000,000
TOTAL EXPENDITURES	646,000	859,716	2,880,273	1,200,000	4,160,000	9,745,989
FUNDING						
FIND Grant (Pending)	225,000	0	0	0	0	225,000
Property Taxes-TIF	421,000	297,472	882,028	900,000	4,160,000	6,660,500
Stormwater Charges	0	0	0	300,000	0	300,000
TPO Grant (pending)	0	562,244	1,998,245	0	0	2,560,489
TOTAL FUNDING	646,000	859,716	2,880,273	1,200,000	4,160,000	9,745,989

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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107-Stormwater

EXPENDITURE

40 North John Anderson Drive Drainage I	418,000	0	0	0	0	418,000
41 Orchard Lane Stormwater Improve	325,000	0	0	0	0	325,000
44 Stormwater Construction	250,000	250,000	250,000	250,000	250,000	1,250,000
46 Stormwater Piping	1,500,000	1,500,000	1,800,000	1,800,000	2,000,000	8,600,000
47 Transform386 Stormwater Projects	607,360	0	0	0	0	607,360
48 Vehicle Replacement-Stormwater	300,000	0	0	0	0	300,000
53 Willis Drive Stormwater Drainage Imp	78,000	0	0	0	0	78,000
TOTAL EXPENDITURES	3,478,360	1,750,000	2,050,000	2,050,000	2,250,000	11,578,360

FUNDING

HMGP Grant (pending)	313,500	0	0	0	0	313,500
Stormwater Charges	2,709,340	1,750,000	2,050,000	2,050,000	2,250,000	10,809,340
Transform 386 Grant	455,520	0	0	0	0	455,520
TOTAL FUNDING	3,478,360	1,750,000	2,050,000	2,050,000	2,250,000	11,578,360

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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108-Airport

EXPENDITURE

56	Airfield Remarking and Pavement Rej	780,879	0	0	0	0	780,879
57	Environmental Services for Obstructio	168,900	1,308,246	0	0	0	1,477,146
58	Airport Access Roads-SW Quadrant	0	2,102,037	0	0	0	2,102,037
60	Rehabilitate Taxiway Bravo Apron &	0	2,500,000	0	0	0	2,500,000
62	Airport Master Plan Update	0	0	581,285	0	0	581,285
63	Airport Perimeter Security Fence	0	0	244,580	5,523,524	0	5,768,104
64	Rehabilitate, Mark and Light Taxiway	0	0	0	150,000	814,280	964,280
TOTAL EXPENDITURES		949,779	5,910,283	825,865	5,673,524	814,280	14,173,731

FUNDING

Airport Fund	127,188	402,073	16,519	113,470	16,286	675,536
FAA	313,839	3,427,421	743,278	5,106,172	732,852	10,323,562
FDOT	508,752	1,608,289	66,068	453,882	65,142	2,702,133
FDOT Special Appropriation	0	472,500	0	0	0	472,500
TOTAL FUNDING	949,779	5,910,283	825,865	5,673,524	814,280	14,173,731

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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301-General Improvement Fund

EXPENDITURE

66 Facility Hardening Retrofit- HMGP	2,463,514	0	0	0	0	2,463,514
67 Network and Security Assessment	35,000	0	0	0	0	35,000
68 Security Access Control	300,000	400,000	500,000	0	0	1,200,000
70 Solar Parking Lot Lights	215,000	0	0	0	0	215,000
71 Police Station / EOC	0	24,000,000	24,000,000	0	0	48,000,000
73 Fiber Optic Connectivity	0	0	0	620,000	0	620,000
TOTAL EXPENDITURES	3,013,514	24,400,000	24,500,000	620,000	0	52,533,514

FUNDING

Bond Proceeds	0	24,000,000	24,000,000	0	0	48,000,000
HMGP	1,847,636	0	0	0	0	1,847,636
Legislative Funding	0	0	0	0	0	0
Property Taxes-General CIP	1,165,878	400,000	500,000	620,000	0	2,685,878
TOTAL FUNDING	3,013,514	24,400,000	24,500,000	620,000	0	52,533,514

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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302-General Vehicle Replacement Fund

EXPENDITURE

76 Vehicle Replacement-General	760,000	0	0	0	0	760,000
TOTAL EXPENDITURES	760,000	0	0	0	0	760,000

FUNDING

Property Taxes-Vehicles	760,000	0	0	0	0	760,000
TOTAL FUNDING	760,000	0	0	0	0	760,000

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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305-Public Safety Vehicle & Equipment Fund

EXPENDITURE

88	Emergency Response UTV & Trailer	55,000	0	0	0	0	55,000
89	Extrication equipment replacement	40,000	40,000	40,000	0	0	120,000
90	Vehicle Replacement-Public Safety	540,000	500,000	500,000	500,000	0	2,040,000
101	Quint Fire Apparatus	0	0	0	0	2,000,000	2,000,000
TOTAL EXPENDITURES		635,000	540,000	540,000	500,000	2,000,000	4,215,000

FUNDING

	Property Taxes-Public Safety	635,000	540,000	540,000	500,000	2,000,000	4,215,000
TOTAL FUNDING		635,000	540,000	540,000	500,000	2,000,000	4,215,000

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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308-Transportation

EXPENDITURE

104 Main Trail Bridge R&R	500,000	0	0	0	0	500,000
105 Multi-modal Trails Plan	250,000	0	0	0	0	250,000
106 Neighborhood Traffic Calming	50,000	50,000	50,000	50,000	50,000	250,000
108 Railroad Crossing	200,000	200,000	200,000	200,000	200,000	1,000,000
109 Road Rehabilitation	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
111 Sidewalk Repair and Replacement	125,000	125,000	125,000	125,000	125,000	625,000
113 Street Light Maintenance	100,000	25,000	25,000	25,000	25,000	200,000
117 Traffic Signal Maintenance	84,000	88,200	92,600	97,500	97,500	459,800
119 Forest Hills Sidewalk Project	0	1,372,350	0	0	0	1,372,350
120 Pineland Trail Roadway Improvement	0	0	7,152,353	0	0	7,152,353
121 US 1 North Sidewalk	0	0	2,413,781	3,096,361	0	5,510,142
TOTAL EXPENDITURES	2,309,000	2,860,550	11,058,734	4,593,861	1,497,500	22,319,645

FUNDING

Bond Proceeds	0	0	3,060,169	3,096,361	0	6,156,530
CDBG	0	1,372,350	0	0	0	1,372,350
Local Option Gas Tax	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Property Taxes - Transportation	559,000	488,200	492,600	497,500	497,500	2,534,800
River to Sea TPO Grant Funding (pending)	0	0	4,770,315	0	0	4,770,315
TPO Grant (pending)	0	0	1,735,650	0	0	1,735,650
Transportation Fund	250,000	0	0	0	0	250,000
Transportation Fund Reserves	500,000	0	0	0	0	500,000
TOTAL FUNDING	2,309,000	2,860,550	11,058,734	4,593,861	1,497,500	22,319,645

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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310-Rec Impact Fee Fund

EXPENDITURE

124 LED Lighting on Field 11-12	500,000	0	0	0	0	500,000
TOTAL EXPENDITURES	500,000	0	0	0	0	500,000

FUNDING

Racing and Recreation Grant	300,000	0	0	0	0	300,000
Rec Impact Fees	200,000	0	0	0	0	200,000
TOTAL FUNDING	500,000	0	0	0	0	500,000

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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317-Facilities Renewal and Replacement

EXPENDITURE

125	Air Conditioning Replacement	60,000	60,000	60,000	60,000	60,000	300,000
126	Facility Maintenance Master Plan	100,000	0	0	0	0	100,000
127	Fire Station Bay Floor & Concrete Re	100,000	0	0	0	0	100,000
128	Nova Field 5 transformer	56,535	0	0	0	0	56,535
129	Riviera Park Fishing Pier	450,000	0	0	0	0	450,000
130	Shade Structures at Andy Romano B	300,000	0	0	0	0	300,000
131	Shell Parking lot	51,000	51,000	51,000	51,000	51,000	255,000
132	Soccer Bathrooms	55,398	0	0	0	0	55,398
133	Central Park Docks	0	175,000	175,000	150,000	150,000	650,000
134	Central Park II Playground Equipment	0	130,000	0	0	0	130,000
135	Fire Station Facilities Repairs	0	30,000	30,000	15,000	0	75,000
136	Riverbend Nature Park Playground	0	175,000	0	0	0	175,000
137	Nova Recreation Batting Cage Repair	0	0	30,000	0	0	30,000
138	OBSC Limitless Playground Phase II	0	0	100,000	0	0	100,000
139	SONC Ballfield Renovations	0	0	125,000	0	0	125,000
140	OBSC Playground & Shade Structure	0	0	0	0	190,000	190,000
TOTAL EXPENDITURES		1,172,933	621,000	571,000	276,000	451,000	3,091,933

FUNDING

FIND Grant (Pending)	225,000	0	0	0	0	225,000
General Fund Reserve	500,000	0	0	0	0	500,000
Property Taxes-Facilities R&R	447,933	621,000	571,000	276,000	451,000	2,366,933
TOTAL FUNDING	1,172,933	621,000	571,000	276,000	451,000	3,091,933

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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322-Leisure Services Capital Fund

EXPENDITURE

142 OBSC Softball Field Reconstruction	800,000	0	0	0	0	800,000
144 Nova Field #1 Relocation	900,000	500,000	0	0	0	1,400,000
145 Central Park Trail Systems	0	0	1,000,000	0	0	1,000,000
TOTAL EXPENDITURES	1,700,000	500,000	1,000,000	0	0	3,200,000

FUNDING

Echo Grant	850,000	0	500,000	0	0	1,350,000
Property Taxes-LS	850,000	500,000	500,000	0	0	1,850,000
TOTAL FUNDING	1,700,000	500,000	1,000,000	0	0	3,200,000

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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408-Water and Wastewater Vehicle Repl.

EXPENDITURE

148 Vehicle Replacement-Water & WWW	695,000	0	0	0	0	695,000
TOTAL EXPENDITURES	695,000	0	0	0	0	695,000

FUNDING

Water & Sewer Charges	695,000	0	0	0	0	695,000
TOTAL FUNDING	695,000	0	0	0	0	695,000

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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409-Water and Wastewater R and R (Annual)

EXPENDITURE

160 Existing Wellfield Repair Program	150,000	150,000	150,000	150,000	150,000	750,000
161 Fire Hydrant and Valve Expansion Pr	175,000	175,000	175,000	175,000	175,000	875,000
162 Force Main Replacement Program	100,000	1,000,000	1,000,000	1,000,000	1,000,000	4,100,000
164 General Facility and System Upgrade	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	5,500,000
165 Lead Service Line Program	200,000	200,000	200,000	200,000	0	800,000
166 Lift Station Rehabilitation	1,383,362	925,000	925,000	925,000	925,000	5,083,362
167 Manhole Rehabilitation Program	150,000	150,000	150,000	150,000	150,000	750,000
168 Meter Set Installation	270,000	170,000	170,000	170,000	170,000	950,000
169 Pretreatment Effluent Pump Replace	300,000	300,000	300,000	300,000	300,000	1,500,000
171 Sanitary Sewer Inflow Infiltration	850,000	850,000	850,000	850,000	850,000	4,250,000
TOTAL EXPENDITURES	4,678,362	5,020,000	5,020,000	5,020,000	4,820,000	24,558,362

FUNDING

Water & Sewer Charges	4,678,362	5,020,000	5,020,000	5,020,000	4,820,000	24,558,362
TOTAL FUNDING	4,678,362	5,020,000	5,020,000	5,020,000	4,820,000	24,558,362

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409-Water and Wastewater R and R (Capital)

EXPENDITURE

173	Halifax River Utility Crossing	5,680,000	0	0	0	0	5,680,000
176	Public Works Generator	350,000	0	0	0	0	350,000
177	Public Works Renovation	850,000	0	0	0	0	850,000
178	WRF Filter Modifications	6,100,000	0	0	0	0	6,100,000
180	North US1 Utility Adjustments	0	173,511	1,330,251	0	0	1,503,762
182	Pep Tank Elimination	0	800,000	11,500,000	250,000	5,000,000	17,550,000
184	Water Main Replacement	0	6,500,000	3,500,000	3,500,000	3,500,000	17,000,000
186	WTP Replace Lime Softening Filters	0	5,375,000	0	0	0	5,375,000
188	Wellfield Construction	0	0	175,000	1,837,500	0	2,012,500
189	WRF Clarifier Rehabilitation	0	0	1,800,000	1,800,000	0	3,600,000
190	WRF Influent Pump Station Replace	0	0	0	1,100,000	7,150,000	8,250,000
192	WTP South Generator Replacement	0	0	0	140,000	1,465,000	1,605,000
TOTAL EXPENDITURES		12,980,000	12,848,511	18,305,251	8,627,500	17,115,000	69,876,262

FUNDING

Bond Proceeds	11,780,000	11,875,000	16,800,000	7,262,500	10,287,500	58,005,000
FDOT Reimbursement	0	173,511	1,330,251	0	0	1,503,762
HMGP Grant	0	0	0	105,000	1,098,750	1,203,750
HMGP Grant (Pending)	0	0	0	825,000	5,362,500	6,187,500
Water & Sewer Charges	1,200,000	800,000	175,000	435,000	366,250	2,976,250
TOTAL FUNDING	12,980,000	12,848,511	18,305,251	8,627,500	17,115,000	69,876,262

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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434-Water Impact Fees

EXPENDITURE

196 Utility Master Plan Update	380,000	0	0	0	0	380,000
TOTAL EXPENDITURES	380,000	0	0	0	0	380,000

FUNDING

Utility Collection Fees-Wastewater	190,000	0	0	0	0	190,000
Utility Collection Fees-Water	190,000	0	0	0	0	190,000
TOTAL FUNDING	380,000	0	0	0	0	380,000

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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460-Solid Waste Fund

EXPENDITURE

198 Vehicle Replacement-Solid Waste	445,000	0	0	0	0	445,000
TOTAL EXPENDITURES	445,000	0	0	0	0	445,000

FUNDING

Solid Waste Charges	445,000	0	0	0	0	445,000
TOTAL FUNDING	445,000	0	0	0	0	445,000

Page #	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
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499-Water and Wastewater R and R (West Ormond)

EXPENDITURE

202	West Ormond Utilities Airport Rd FM	3,059,500	0	0	0	0	3,059,500
209	West Ormond Utilities Area A WM FM	2,250,000	0	0	0	0	2,250,000
204	West Ormond Utilities Potable Tank a	5,730,000	0	0	0	0	5,730,000
205	West Ormond Utilities WRF	6,500,000	37,250,000	37,250,000	0	0	81,000,000
206	West Ormond Utilities WRF Site Impr	1,700,000	0	0	0	0	1,700,000
207	West Ormond Utilities SR40 Parallel	0	0	0	225,000	2,880,000	3,105,000
208	West Ormond Utilities WTP Evaluatio	0	0	0	300,000	0	300,000
209	West Ormond Utilities Hand Ave FM	0	0	300,000	4,020,000	0	4,320,000
210	West Ormond Utilities WTP	0	0	0	4,500,000	42,750,000	47,250,000
211	West Ormond Utilities - Hudson Wellfi	0	0	0	0	17,860,800	17,860,800

TOTAL EXPENDITURES	19,239,500	37,250,000	37,550,000	9,045,000	63,490,800	166,575,300
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FUNDING

Daytona Beach	2,793,000	9,450,000	9,450,000	0	0	21,693,000
To Be Determined	16,446,500	27,800,000	28,100,000	9,045,000	63,490,800	144,882,300

TOTAL FUNDING	19,239,500	37,250,000	37,550,000	9,045,000	63,490,800	166,575,300
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104-COMMUNITY REDEVELOPMENT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Fortunato Park Fishing Pier

PROJECT#

CATEGORY

Community Redevelopment

FUND

104-TIF

PROJECT LOCATION

Fortunato Park

MANAGEMENT

Leisure Services

PROJECT SCOPE

Rebuild Fishing Pier

JUSTIFICATION

This fishing Pier has weathered many hurricanes since it's existence. After the last hurricane it was deemed unsafe and will need to be removed and redesigned to current wind loads.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	450,000	0	0	0	0	450,000
Total	450,000	0	0	0	0	450,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
FIND Grant (Pending)	225,000	0	0	0	0	225,000
Property Taxes-TIF	225,000	0	0	0	0	225,000
Total	450,000	0	0	0	0	450,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Linear Park

PROJECT#

CATEGORY

Recreation and Cultural Facility Improvements

FUND

104-TIF

PROJECT LOCATION

N Beach Granada-Lincoln

MANAGEMENT

Engineering

PROJECT SCOPE

Initial Conceptual planning to include public participation in selecting/designing linear park elements

JUSTIFICATION

PROJECT COST METHODOLOGY

Quotes received and similar projects

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Conceptual Planning	36,000	0	0	0	0	36,000
Design	0	75,000	0	0	0	75,000
Construction	0	0	500,000	0	0	500,000
Total	36,000	75,000	500,000	0	0	611,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-TIF	36,000	75,000	500,000	0	0	611,000
Total	36,000	75,000	500,000	0	0	611,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Public Art

PROJECT#

CATEGORY

Beautification

FUND

104-TIF

PROJECT LOCATION

Downtown CRA

MANAGEMENT

PROJECT SCOPE

Public Art Implementation Plan

JUSTIFICATION

The 2019 Downtown Master Plan contains an Arts & Culture theme with the mission to utilize art, social events and cultural and historic assets to enhance the shared feeling of community. A Downtown Master Arts Plan has been drafted and includes recommendations for public art improvements. The current fiscal year would focus on (1) participation in the sculpture tour, (2) City Hall breezeway mural, and (3) permanent sculpture. Each project would require City Commission action as a resolution through the Public Art regulations.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Public Art	100,000	100,000	100,000	100,000	100,000	500,000
Total	100,000	100,000	100,000	100,000	100,000	500,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-TIF	100,000	100,000	100,000	100,000	100,000	500,000
Total	100,000	100,000	100,000	100,000	100,000	500,000

ORMOND BEACH

DOWNTOWN MASTER ARTS PLAN

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CITY HALL PLAZA MURALS / LONGER-TERM INVESTMENT MURALS

A mural at Ormond Beach's City Hall Plaza will serve as a welcoming, enlivening asset for the community and visitors alike. City Hall Plaza is a bustling site for Ormond Beach's weekly farmers market and other City events and festivals. Strategic mural placement in the breezeway between the library and City Hall would provide maximum visibility from Cassen Park and Beach Street; this location is also ideal for the mural's lifespan, as it is well-protected from sunlight and other elements that can accelerate mural deterioration. A mural at this site could creatively convey Ormond Beach's history, natural treasures, or the character of the beachside community.

Locations

City Hall Plaza, buildings in Parks, Halifax River docks

Cost

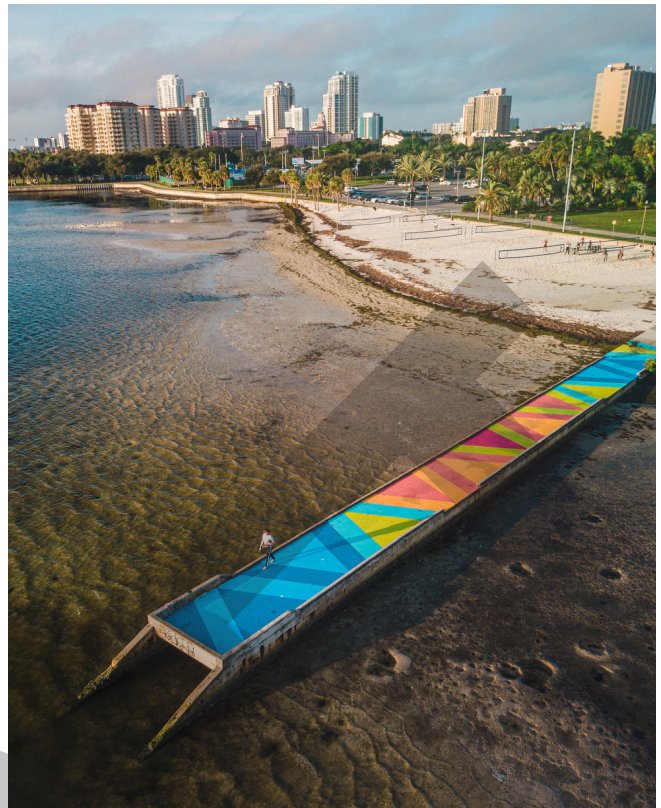
\$50,000 - \$75,000 per mural

Special Considerations

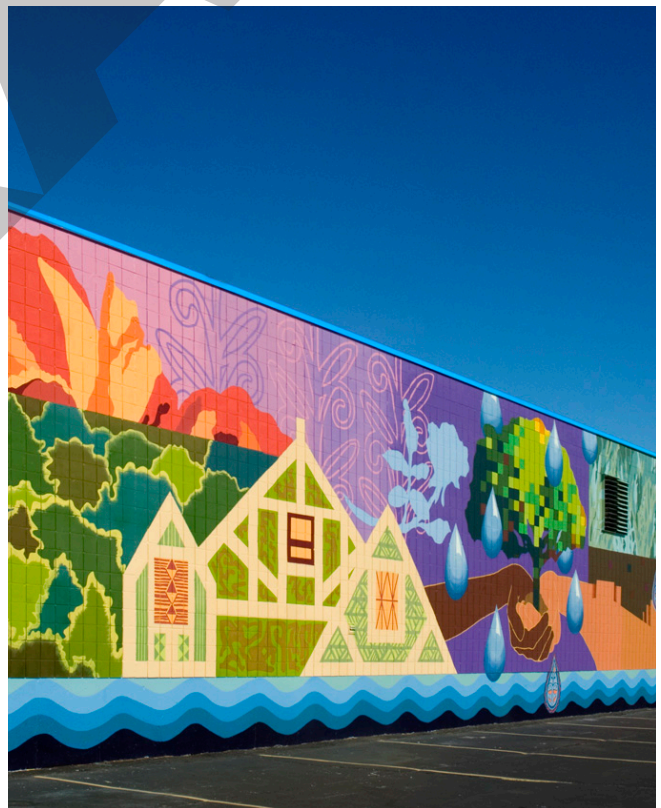
Project cost and timeline will vary, based on desired mural lifespan, materials, scale, and location. Maintenance for murals includes periodic gentle power washing. Occasional touch-up by the artist, their designees, or trained conservators may be required in high-touch areas of the composition. The artist and/or a trained conservator shall always be consulted to ensure proper maintenance.

Implementation Timeline

Year-round



Cecilia Lueza, *A Tale of Freedom*, St. Petersburg, FL (2019)



Jubilant Rhythms of Roselawn in Cincinnati, OH

SIDEWALK ART

In order to increase walkability in Downtown Ormond Beach, the City should explore temporary activations that will enhance the pedestrian experience, without needing FDOT approval or implementing a costly, permanent project. These projects are ideal for local artists who are invested in enlivening the Downtown district. In order to discourage these projects from being used for advertising or commercial purposes, it is recommended that each project iteration respond to a common theme or prompt, such as the Guiding Principles outlined at the beginning of this plan.

Locations

Downtown sidewalks, possibly in alleyways leading to Downtown

Implementation Cost

For rain-activated projects, special rain-activated materials cost \$130 per 80-110 sq ft.. Artist honorariums for these projects should be at least \$1,000 per project.

For chalk projects, the City should provide each participating artist a flat fee of \$2,000 to cover all project expenses and artist fees.

Maintenance Cost

None, temporary event

Special Considerations

For rain-activated projects, the treatment will last 2-4 months. For chalk projects, artwork will begin to deteriorate within a few weeks.

Implementation Timeline

The overall project will require 3-4 months for selection and planning, but installation should require no more than a few days to a week.



Cleveland Museum of Art Chalk Festival



Liza LaManche



Gravity Jenny Yang Cropp, Oklahoma City

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Upgrades and Improvements

PROJECT#

104057

CATEGORY

Community Redevelopment

FUND

104-TIF

PROJECT LOCATION

Downtown CRA District

MANAGEMENT

Engineering

PROJECT SCOPE

This category provides the necessary enhancements of existing or proposed improvements within the redevelopment area. This would include, but not be limited to, mast arm and decorative light pole upgrades, decorative light pole and fixture purchase, installation and upgrade of, wood decking and handrails, landscape, irrigation, signage and other public improvements.

JUSTIFICATION

The 2007 adopted Downtown Master Plan (pages 26 and 30) identified the need to retain, replace and/ or upgrade the public infrastructure and hardscape improvements that have been invested in the Downtown. This project provides funding to make improvements to the existing infrastructure with the CRA District. Ormond MainStreet Design Committee are exploring options to make parking areas more accessible with walkway designs and updated signage.

PROJECT COST METHODOLOGY

Projects allocations and estimates are based on actual bids or quotations from past projects of similar scope of work.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Enhancements	60,000	60,000	60,000	0	60,000	240,000
Total	60,000	60,000	60,000	0	60,000	240,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Property Taxes-TIF	60,000	60,000	60,000	0	60,000	240,000
Total	60,000	60,000	60,000	0	60,000	240,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Thompson Creek, Phase II

PROJECT#

104046

CATEGORY

Transportation

FUND

104-TIF

PROJECT LOCATION

Thompson Creek

MANAGEMENT

Planning & Engineering

PROJECT SCOPE

10 foot wide multi-use path from Division to Wilmette.

JUSTIFICATION

The Thompson Creek Multi-Use path is contained in the adopted Downtown Plan and Multi-Modal Plan, and the proposed 2016 Bike Plan. The path is 6000 linear feet more or less of pavement and decking with a crossing at Granada Boulevard. The City approved Resolution 2016-43 requesting a feasibility study from the River to Sea Transportation Planning Organization (R2CTPO). This feasibility study provided for an alternate that allows for crossing Granada Blvd. at Orchard Street. This project has been submitted to the R2CTPO for funding due to higher rated projects. The City will provide a match of 10% towards the design and construction costs.

PROJECT COST METHODOLOGY

This project is partly funded from Transportation fund for the portion of the trail that runs from Wilmette Avenue to Division Avenue and the remainder is funded from the River to Sea Transportation Planning Organization (R2CTPO). The proposed trail is 6,000 linear feet. The portion of the trail in the Downtown CRA is from Lincoln Avenue to Tomoka Avenue. Cost estimates were obtained by using FDOT LRE for bike facilities and comparing said costs to similar trail projects including SR 40 sidewalk project (Phase 1 and 3) and the Tomoka State Park Trail.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Design	0	624,716	2,220,273	0	0	2,844,989
Total	0	624,716	2,220,273	0	0	2,844,989

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
TPO Grant (pending)	0	562,244	1,998,245	0	0	2,560,489
Property Taxes-TIF	0	62,472	222,028	0	0	284,500
Total	0	624,716	2,220,273	0	0	2,844,989

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Stormwater Improvements

PROJECT#

104044

CATEGORY

Community Redevelopment

FUND

104-TIF

PROJECT LOCATION

Downtown CRA

MANAGEMENT

Engineering

PROJECT SCOPE

Implement recommendations of study for stormwater improvements

JUSTIFICATION

The 2007 adopted Downtown Master Plan (pages 15, 27, 31, 32) stated a need to evaluate storm water needs and implement a program of off-line retention where practical to support intensive redevelopment of existing sites. With the assistance of consultant, a Stormwater Master Plan for the Downtown CRA was developed which allowed for the issuance of a conceptual permit for work in the CRA being granted by the St. Johns River Water Management Project. Recent activity in redevelopment of the CRA indicates that the area that may receive the most and earliest impact from a construction project would be the River District, north of Granada and lying between North Beach Street and Ridgewood Avenue. Phase 1 of this project was budgeted and completed in the most recent FY allowing for stormwater treatment for future redevelopment of the north side of New Britain Avenue as well as the construction of a passive park on Lincoln Avenue. This second project involves the construction of an exfiltration system within the New Britain Right of way which provides treatment for the redevelopment of the New Britain Avenue roadway, as well as properties south of New Britain. Costs do not include the acquisition of property and/or easements however it is anticipated that providing credit in the form of stormwater capacity from the regional stormwater facility will offset a large portion of obtaining land rights. The proposed second project is proposed to occur in two phases with infrastructure construction scheduled to occur in the first phase (2018/19) and landscape and hardscape improvements to complete the project in its second phase (2019/2020).

PROJECT COST METHODOLOGY

Historic Cost Data (Lincoln Stormwater Park, Andy Romano Park / John Anderson Drive Improvements).

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	Total 2025-26 to 2029-30
Construction -Phase 2	0	0	0	1,100,000	0	1,100,000
Total	0	0	0	1,100,000	0	1,100,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Stormwater Improvements

PROJECT#

104044

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-TIF	0	0	0	800,000	0	800,000
Stormwater Charges	0	0	0	300,000	0	300,000
Total	0	0	0	1,100,000	0	1,100,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Granada Bridge

PROJECT#

CATEGORY

Community Redevelopment

FUND

104-TIF

PROJECT LOCATION

Granada Bridge

MANAGEMENT

Planning

PROJECT SCOPE

Granada Bridge Beautification

JUSTIFICATION

The Downtown Master Arts Plan details the process for selection of public art for the Granada Bridge. This item provides funding for portions of the master plan related to the bridge. The consultant would lead a project team through a request for qualifications of public art concepts for improvements to the Granada Bridge.

PROJECT COST METHODOLOGY

Downtown Master Arts Plan

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Beautification	0	0	0	0	4,000,000	4,000,000
Total	0	0	0	0	4,000,000	4,000,000

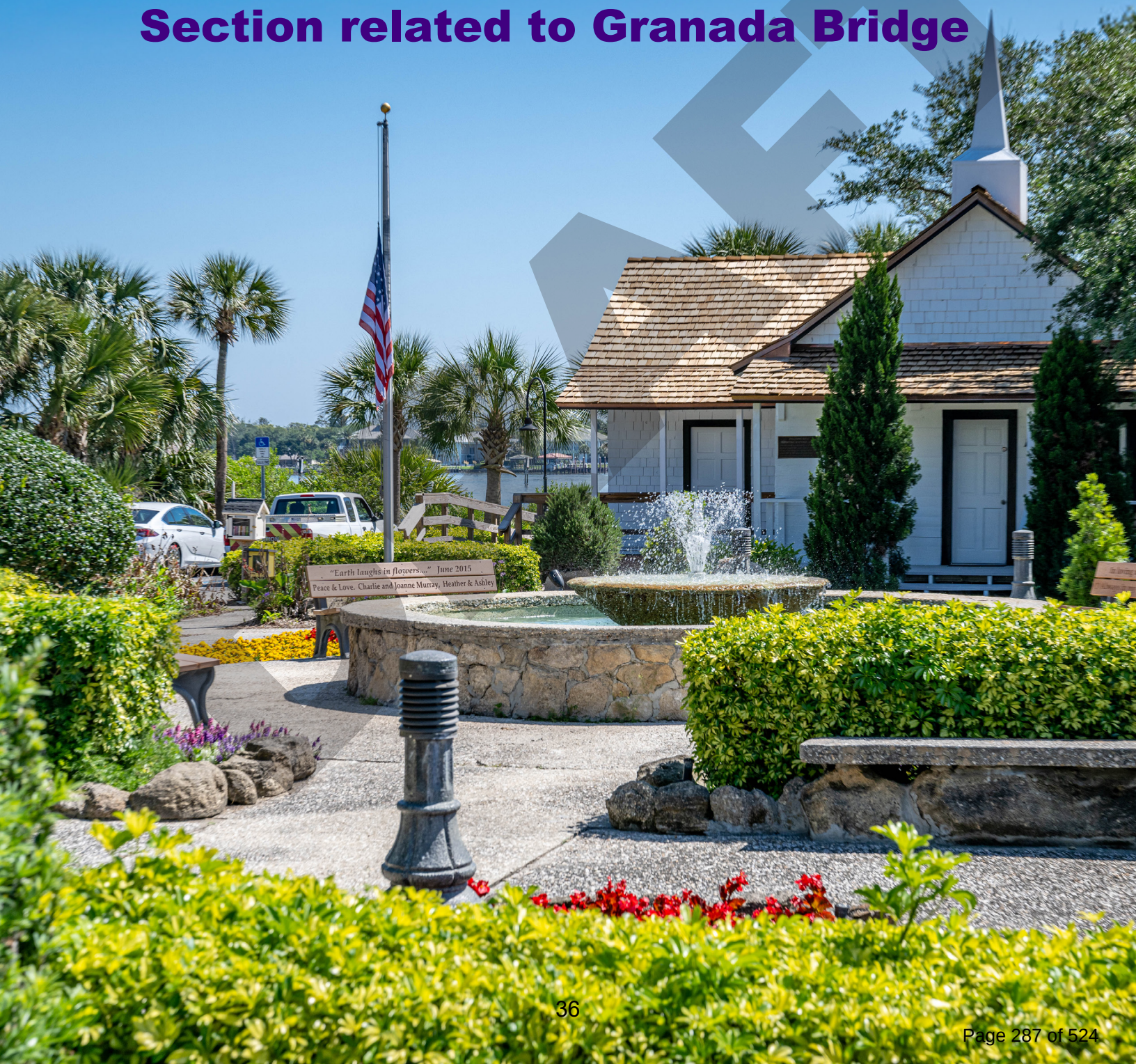
<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Property Taxes-TIF	0	0	0	0	4,000,000	4,000,000
Total	0	0	0	0	4,000,000	4,000,000

ORMOND BEACH

DOWNTOWN MASTER ARTS PLAN

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Section related to Granada Bridge







107-STORMWATER FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

North John Anderson Drive Drainage Improvements

PROJECT#

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

North John Anderson Drive

MANAGEMENT

Engineering

PROJECT SCOPE

Approximately 1300LF of piping and associated appurtenances across 4 mini-sites between Standish and Jill Allison on John Anderson Drive

JUSTIFICATION

Many of the homes along the East side of John Anderson Drive between Standish and Jill Allison Drive are constructed in or immediately adjacent to depressional flood Prone areas. This project, identified in the City's previous May 2009 Stormwater Master Plan Update, would provide a drainage outlet to existing stormwater.

PROJECT COST METHODOLOGY

Based on Similar project costs

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	418,000	0	0	0	0	418,000
Total	418,000	0	0	0	0	418,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
HMGP Grant (pending)	313,500	0	0	0	0	313,500
Stormwater Charges	104,500	0	0	0	0	104,500
Total	418,000	0	0	0	0	418,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Orchard Lane Stormwater Improvements

PROJECT#

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

Orchard Lane

MANAGEMENT

Engineering

PROJECT SCOPE

Install 15" stormwater pipe to improve drainage for residents adjacent to the easement on northeast Orchard Lane.

JUSTIFICATION

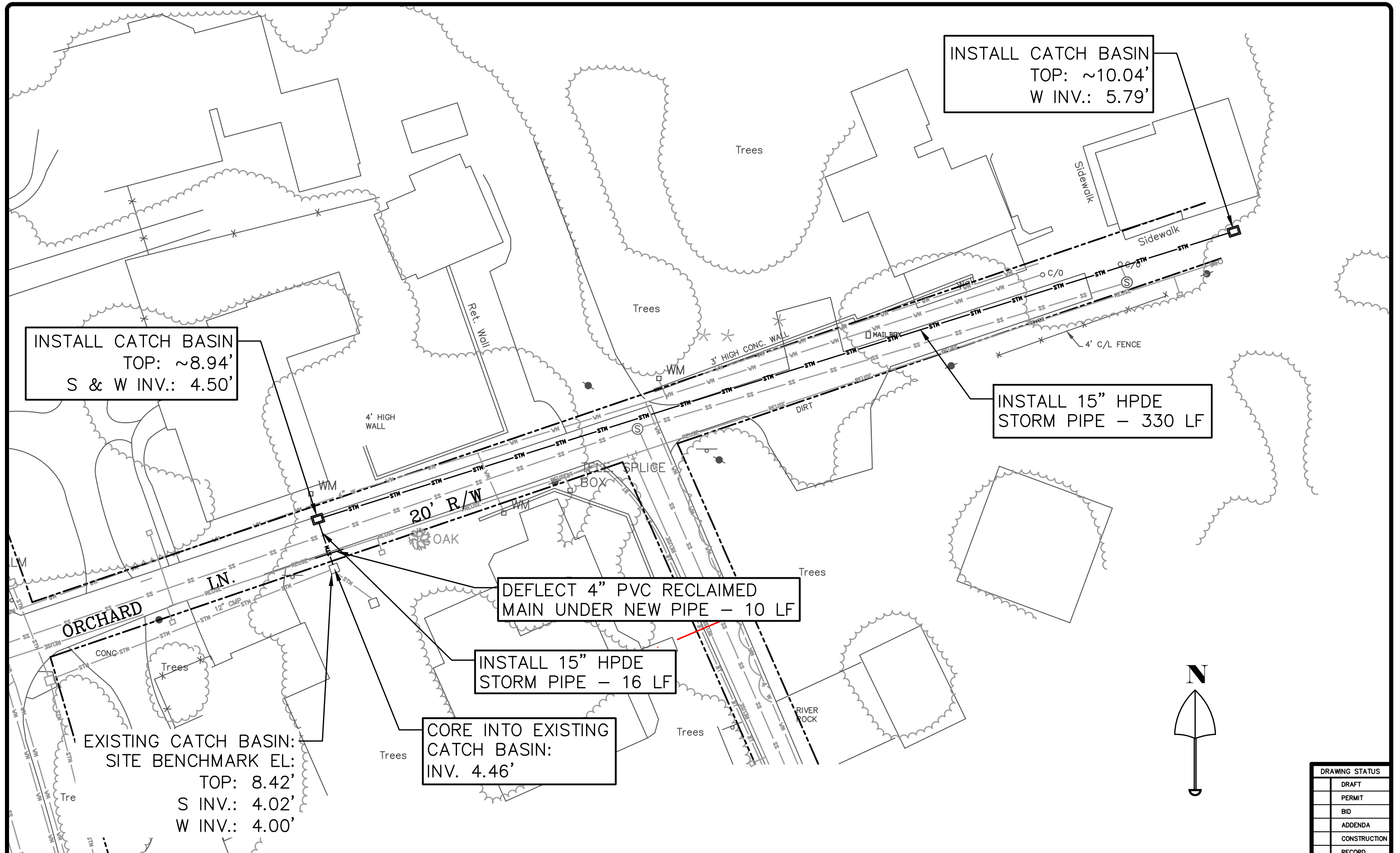
At the north end of Orchard Lane, there is a city easement on the east side of the road. The residents living along this easement have experienced extensive flooding during major storm events due to a lack of drainage. The proposed project would install a storm drain inlet along this easement and tie into an existing stormwater drainage structure on the west end of the road. The new stormwater pipe would be a gravity fed system and would greatly improve drainage conditions in the area.

PROJECT COST METHODOLOGY

FDOT Historical Item Average Cost Reports

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	325,000	0	0	0	0	325,000
Total	325,000	0	0	0	0	325,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Stormwater Charges	325,000	0	0	0	0	325,000
Total	325,000	0	0	0	0	325,000



CAPITAL PROJECT DETAIL

PROJECT TITLE

Stormwater Construction

PROJECT#

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

City wide

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of various stormwater facilities

JUSTIFICATION

The Stormwater Master Plan recommended many different construction projects, this annual project seeks to construct those projects in a timely fashion.

PROJECT COST METHODOLOGY

Based on similar project costs

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	250,000	250,000	250,000	250,000	250,000	1,250,000
Total	250,000	250,000	250,000	250,000	250,000	1,250,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Stormwater Charges	250,000	250,000	250,000	250,000	250,000	1,250,000
Total	250,000	250,000	250,000	250,000	250,000	1,250,000

Flamingo Drive 24" CMP Excavation and Patch

Probable Cost

GENERAL INFORMATION: The 24" CMP pipe between Flamingo Drive and Benjamin Drive is compromised. After having the stormwater crew assess the current state of the pipe, the collapse occurs approximately 75 feet east of the drainage structure behind 686 Flamingo Drive. This section of pipe will be excavated and repaired by means of inserting a new 75 foot section of 24" ADS HDPE pipe. The pipe is approximately 12 feet below ground level, so extensive excavation will be required.

Probable Cost Breakdown:

Construction Cost Breakdown

Item Num	Item Description	QTY	Unit	Unit Cost	Item Cost
1	Mobilization/Demobilization	1	LS	\$ 20,000.00	\$ 20,000.00
2	Remove and Replace 24" CMP with 24" ADS	100	LF	\$ 600.00	\$ 60,000.00
3	Trench Excavation	200	CY	\$ 150.00	\$ 30,000.00
4	Restoration	1	LS	\$ 75,000.00	\$ 75,000.00

1 Sub-Total (Construction)= \$ 185,000.00

2 Engineering & Permitting (10%)= \$ 18,500.00

4 Subtotal (1 and 2) \$ 203,500.00

5 Budget for design and construction= \$ 204,000.00

CAPITAL PROJECT DETAIL

PROJECT TITLE

Stormwater Piping

PROJECT#

107154

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

Stormwater Service Areas

MANAGEMENT

Engineering

PROJECT SCOPE

Rehabilitation of existing corrugated metal storm piping throughout the City that has been identified as failing due to corrosion and age.

JUSTIFICATION

Much of the City's older stormwater piping, which was installed in excess of 25 years ago, was constructed with corrugated metal piping. This piping has surpassed its design life expectancy and in many areas of the City has significantly corroded, especially along the river outfalls. Rainfall runoff from recent hurricanes resulted in increased flows and debris being conveyed through these pipes which also significantly contributed to the pipe's deterioration. In order to reduce impacts to roads and the public, this project intends to rehabilitate the storm pipes utilizing no-dig slip lining technology.

PROJECT COST METHODOLOGY

Estimate has been based on unit pricing for cured in place PVC lining as obtained from recent quotations for lining projects.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction	1,500,000	1,500,000	1,800,000	1,800,000	2,000,000	8,600,000
Total	1,500,000	1,500,000	1,800,000	1,800,000	2,000,000	8,600,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Stormwater Charges	1,500,000	1,500,000	1,800,000	1,800,000	2,000,000	8,600,000
Total	1,500,000	1,500,000	1,800,000	1,800,000	2,000,000	8,600,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Transform386 Stormwater Projects

PROJECT#

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

City Wide

MANAGEMENT

Engineering

PROJECT SCOPE

Piping and stormwater inlets as recommended by forthcoming studies

JUSTIFICATION

During Hurricane Milton, these residential areas were impacted. The City, through the County's Transform386 program, received funding for studies of these noted areas. These projects are allowing for the timely construction of these stormwater improvements.

PROJECT COST METHODOLOGY

Project costs based on recent bids

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Mayfield Circle	275,260	0	0	0	0	275,260
Hidden Hills	207,000	0	0	0	0	207,000
Hull Rd at Bear Creek	125,100	0	0	0	0	125,100
Total	607,360	0	0	0	0	607,360

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Transform 386 Grant	455,520	0	0	0	0	455,520
Stormwater Charges	151,840	0	0	0	0	151,840
Total	607,360	0	0	0	0	607,360

CAPITAL PROJECT DETAIL

PROJECT TITLE

Vehicle Replacement-Stormwater

PROJECT#

107VEH

CATEGORY

Vehicle and Equipment Replacement

FUND

107-Stormwater

PROJECT LOCATION

Various City Departments

MANAGEMENT

Fleet

PROJECT SCOPE

The project involves the continued implementation of a comprehensive vehicle replacement schedule for the City's fleet. Vehicles beyond the first year of the program will be evaluated at the appropriate time. These vehicles are being shown for scheduling purposes only and will not necessarily be replaced in the year shown.

JUSTIFICATION

The replacement schedule has been designed to replace vehicles which have been identified by the Fleet Manager as: 1) incurring the greatest maintenance expense over the life of the vehicle, 2) reaching or exceeding their expected life in terms of age, and 3) having relatively high mileage.

The benefits of the replacement program are reflected in the reduction of the City's Fleet Maintenance operating and labor costs, as well as lower vehicle downtime which in turn increases service availability to the community.

PROJECT COST METHODOLOGY

State contract pricing.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Vehicle Replacement	300,000	0	0	0	0	300,000
Total	300,000	0	0	0	0	300,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Stormwater Charges	300,000	0	0	0	0	300,000
Total	300,000	0	0	0	0	300,000

CIP Work Sheet FY 2025-26

Description	Year	Department	#	2025-26
FORD F-350	2012	Stormwater	216	60,000
CAT EXCAVATOR	2009	Stormwater	229	180,000
YALE FORKLIFT	2006	Stormwater	806	60,000
Total Stormwater				300,000

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 216	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3011 Stormwater	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.	13	2012 Ford F-350 4x4
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.	14	142,802
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.	3	Truck is in fair condition with normal wear, scratches and some 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	Used Daily M-F and call outs
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.	2	Truck has been reliable and to date not needed any major repairs.
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.	4	Purchase Price \$24,857 total \$20,155.89 LTD M&R 81% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	40	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 229	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3011 Stormwater	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.	16	2009 CAT Mower (tractor)
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.	7	10,001 hrs
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.	3	Mower is worn, faded paint, scratches, surface rust on several areas.
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'.	5	Used frequently M - F to keep up with trimming overgrowth
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.	5	During the past 2 years, this mower has needed more frequent repairs. The repairs are becoming more frequent with age of equipment.
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 \$110,318 total \$173,737.28.06 LTD M&R 157% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	41	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:806	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3011 Stormwater	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.	19	2006 Yale Forklift
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.	1	1,566
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	Forklift is worn, faded paint, rust
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'.	1	Frequent use at Public Works
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	The past year this forklift has required several repairs. Concerns for future repairs will be parts availability.
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 \$24,541.00 total \$14,027.38.21LTD M&R 57% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	34	(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

CAPITAL PROJECT DETAIL

PROJECT TITLE

Willis Drive Stormwater Drainage Improvement

PROJECT#

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

Willis Drive - West Side

MANAGEMENT

Engineering

PROJECT SCOPE

Install sump pump to pump down standing water in baffle box.

JUSTIFICATION

The baffle box on the west end of Willis Drive retains water such that the stormwater drainage pipes servicing Bosarvey Circle and adjacent roads are full with water. During a major storm event, this causes flooding the in aforementioned neighborhoods. This project seeks to remediate the standing water issue by installing a sump pump in a separate wet well structure adjacent to the baffle box. This sump pump will be mounted on the lowest end of the baffle box and will pump out any standing water prior and immediately following major storm events, thus utilizing the stormwater drainage system to its optimal potential.

PROJECT COST METHODOLOGY

FDOT Historical Item Average Cost Reports

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction	78,000	0	0	0	0	78,000
Total	78,000	0	0	0	0	78,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Stormwater Charges	78,000	0	0	0	0	78,000
Total	78,000	0	0	0	0	78,000



108-AIRPORT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Airfield Remarking and Pavement Rejuvenation

PROJECT#

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

Surface preparation for re-marking, application of asphalt pavement rejuvenation compounds or seal coat and re-marking of airfield markings.

JUSTIFICATION

On February 8, 2024, during the annual airport safety and licensing inspection by FDOT, it was found that there were inconsistencies between the existing airfield markings and the current standards for airfield markings established by the FAA. As a result, staff was informed by FDOT that the airfield markings must be re-painted, added or removed as needed in order to comply with FAA standards. FAA funding participation is available for only the airport's primary runway and the taxiways that serve the primary runway. This project is considered a high priority by both FAA and FDOT because airport pavement markings provide key information to pilots that is needed to ensure safe operations during takeoff, landing and taxiing.

PROJECT COST METHODOLOGY

Project cost estimates provided by Hoyle, Tanner and Associates

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction & Construction	780,879	0	0	0	0	780,879
Total	780,879	0	0	0	0	780,879

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
FDOT	373,632	0	0	0	0	373,632
FAA	313,839	0	0	0	0	313,839
Airport Fund	93,408	0	0	0	0	93,408
Total	780,879	0	0	0	0	780,879

CAPITAL PROJECT DETAIL

PROJECT TITLE

Environmental Services for Obstruction Mitigation

PROJECT#

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

Environmental Assessment will be conducted for coordination with the Florida Fish and Wildlife Conservation Commission (FWC), the St. Johns River Water Management District (SJRWMD), and the US Army Corps of Engineers (USACE) to avoid environmental permitting for the Airport to perform the obstruction mitigation project. Bidding assistance will also be provided to help secure a qualified vendor to perform the mitigation work.

JUSTIFICATION

This project is intended to facilitate mitigation of the obstructions to air navigation identified in the recently completed AGIS study, which was accomplished per direction from the Federal Aviation Administration. Future capital improvements at the airport may be ineligible for federal funding until and unless these obstructions have been mitigated.

PROJECT COST METHODOLOGY

Project cost estimates have been provided by Zev Cohen and Associates.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	Total 2025-26 to 2029-30
EA and Bidding	168,900	0	0	0	0	168,900
Mitigation	0	1,308,246	0	0	0	1,308,246
Total	168,900	1,308,246	0	0	0	1,477,146

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	Total 2025-26 to 2029-30
FDOT	135,120	104,660	0	0	0	239,780
Airport Fund	33,780	26,165	0	0	0	59,945
FAA	0	1,177,421	0	0	0	1,177,421
Total	168,900	1,308,246	0	0	0	1,477,146

CAPITAL PROJECT DETAIL

PROJECT TITLE

Airport Access Roads-SW Quadrant

PROJECT#

108066

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

This project consists of construction and construction engineering work required to extend Tower Circle East and Signal Avenue from the Airport Business Park into the southwest quadrant of the airport, and to build a perimeter access road connecting these two access points. Completion of both phases of this project will result in the addition of approximately 1,510 linear feet of roadway.

JUSTIFICATION

The southwest quadrant of the airport is currently inaccessible by ground vehicles via existing ingress and egress routes at the airport or the Airport Business Park. Successful development of the southwest quadrant will require such access, and will benefit both the airport and the business park by affording co-location of airside and non-airside business parcels. This project will also extend utilities from the business park into the southwest quadrant. Acquisition by the airport of approximately 0.6 acres of business park property has been accomplished in order to accommodate these access roads. Design work for this project was authorized by the City Commission via Resolution 2020-72. Design work is complete and the project is ready for bidding.

PROJECT COST METHODOLOGY

Cost estimates have been provided by Hoyle, Tanner & Associates

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	0	2,102,037	0	0	0	2,102,037
Total	0	2,102,037	0	0	0	2,102,037

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Airport Access Roads-SW Quadrant

108066

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
FDOT	0	1,303,629	0	0	0	1,303,629
FDOT Special Appropriation	0	472,500	0	0	0	472,500
Airport Fund	0	325,908	0	0	0	325,908
Total	0	2,102,037	0	0	0	2,102,037

CAPITAL PROJECT DETAIL

PROJECT TITLE

Rehabilitate Taxiway Bravo Apron & Ramp Area

PROJECT#

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

This project will produce the necessary design and permitting documents required to reconstruct the pavement of the Taxiway Bravo apron and ramp area, south of the intersection of Taxiways Bravo and Delta, and the taxi lane behind hangars 1 through 22 that are served by the Bravo apron and ramp.

JUSTIFICATION

According to the most recent Statewide Airfield Pavement Management Program report for OMN, the Taxiway Bravo apron and ramp area exhibits significantly aged pavement with large amounts of medium severity block and alligator cracking, along with longitudinal and transverse cracking, depression, patching, and raveling. Based upon the quantities and severities of the observed distresses, the apron and ramp pavement is beyond its useful life and should be considered for major rehabilitation. The pavement management report indicates that the apron and ramp pavement condition varies from very poor to fair, with an average pavement condition rating of 37 based upon the number of sample units inspected. As a result, the report gives the Taxiway Bravo apron and ramp area an average condition of "very poor." The taxi lane behind hangars 1 through 22 has a pavement condition rating of 9, which indicates an average condition of "failed."

PROJECT COST METHODOLOGY

Project cost estimates have been provided by Hoyle, Tanner and Associates, Inc.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction	0	2,500,000	0	0	0	2,500,000
Total	0	2,500,000	0	0	0	2,500,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Rehabilitate Taxiway Bravo Apron & Ramp Area

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
FAA	0	2,250,000	0	0	0	2,250,000
FDOT	0	200,000	0	0	0	200,000
Airport Fund	0	50,000	0	0	0	50,000
Total	0	2,500,000	0	0	0	2,500,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Airport Master Plan Update

PROJECT#

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

This project is required to update the information, analysis, and recommendations contained in the 2014 Airport Master Plan Update and subsequent interim Airport Layout Plan updates.

JUSTIFICATION

The FAA recommends periodic updates of the Airport Master Plan and Airport Layout Plan to reflect changes in local conditions. This project will update the current Airport Layout Plan to reflect the airport improvement projects completed since the prior update. Failure to conduct these updates could have a negative impact on the availability of necessary state and federal funding for the airport.

PROJECT COST METHODOLOGY

Cost estimates have been provided by Hoyle, Tanner & Associates

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Professional Services	0	0	581,285	0	0	581,285
Total	0	0	581,285	0	0	581,285

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
FAA	0	0	523,156	0	0	523,156
FDOT	0	0	46,502	0	0	46,502
Airport Fund	0	0	11,627	0	0	11,627
Total	0	0	581,285	0	0	581,285

CAPITAL PROJECT DETAIL

PROJECT TITLE

Airport Perimeter Security Fence

PROJECT#

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

JUSTIFICATION

The airport's existing perimeter fence and gates must be replaced in accordance with the recommendations contained within the Wildlife Hazard Assessment prepared for the airport and U.S. Transportation Security Administration and FDOT airport security guidelines.

PROJECT COST METHODOLOGY

Cost estimates have been provided by Hoyle, Tanner and Associates

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Design & Bidding	0	0	244,580	0	0	244,580
Construction & Construction	0	0	0	5,523,524	0	5,523,524
Total	0	0	244,580	5,523,524	0	5,768,104

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
FAA	0	0	220,122	4,971,172	0	5,191,294
FDOT	0	0	19,566	441,882	0	461,448
Airport Fund	0	0	4,892	110,470	0	115,362
Total	0	0	244,580	5,523,524	0	5,768,104

CAPITAL PROJECT DETAIL

PROJECT TITLE

Rehabilitate, Mark and Light Taxiway "E"

PROJECT#

108069

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

This project will involve milling and overlaying the surface of Taxiway "E" with new asphalt and will also afford new edge lighting and signage for the taxiway.

JUSTIFICATION

The FDOT Statewide Airfield Pavement Management Program Report has established a Pavement Condition Index (PCI) of 43 for Taxiway Echo. This PCI value equates to a condition rating of "poor" and indicates that action is required to improve the taxiway surface.

PROJECT COST METHODOLOGY

Project cost estimates have been provided by Hoyle, Tanner & Associates.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Design	0	0	0	150,000	0	150,000
Construction	0	0	0	0	814,280	814,280
Total	0	0	0	150,000	814,280	964,280

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
FAA	0	0	0	135,000	732,852	867,852
FDOT	0	0	0	12,000	65,142	77,142
Airport Fund	0	0	0	3,000	16,286	19,286
Total	0	0	0	150,000	814,280	964,280

301-GENERAL CAPITAL IMPROVEMENT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Facility Hardening Retrofit- HMGP

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

301-General Improvement Fund

PROJECT LOCATION

City Wide

MANAGEMENT

Engineering

PROJECT SCOPE

JUSTIFICATION

This is a phase two project will protect all building openings at City Hall, Police Department, Fleet Operations, Public Works and Performing Art Center buildings with hurricane rated openings (garage doors, vent openings, etc). These five facilities are vital before, during and after a storm event and require hardening protection so daily City operations are not impacted. Staff applied for Fema funding assistance after Hurricane Irma. The grant will pay for 75% of the construction cost.

PROJECT COST METHODOLOGY

Based on quotes received

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction	2,463,514	0	0	0	0	2,463,514
Total	2,463,514	0	0	0	0	2,463,514

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
HMGP	1,847,636	0	0	0	0	1,847,636
Property Taxes-General CIP	615,878	0	0	0	0	615,878
Total	2,463,514	0	0	0	0	2,463,514

CAPITAL PROJECT DETAIL

PROJECT TITLE

Network and Security Assessment

PROJECT#

CATEGORY

Technology

FUND

301-General Improvement Fund

PROJECT LOCATION

City Wide

MANAGEMENT

Information Technology Department

PROJECT SCOPE

Network and Cyber Security Assessment

JUSTIFICATION

The City intends to fully assess and audit the security of all elements of the City's technology environment. The City's goal is to have a comprehensive and detailed review of the current environment, and then the creation of a Cyber Resilience Program (CRP) as well as an implementation plan to improve our overall technology security posture.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Security Assessment	35,000	0	0	0	0	35,000
Total	35,000	0	0	0	0	35,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-General CIP	35,000	0	0	0	0	35,000
Total	35,000	0	0	0	0	35,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Security Access Control

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

301-General Improvement Fund

PROJECT LOCATION

City Hall, Fire Stations, Public Works, Recreation

MANAGEMENT

Engineering

PROJECT SCOPE

Install RFID locks and integrated cameras throughout City facilities.

JUSTIFICATION

This project would enable better building security, and allow for a more holistic control and monitoring of who enters each public facility.

PROJECT COST METHODOLOGY

Received Quote from Empire

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
City Hall	300,000	0	0	0	0	300,000
Fire Stations (4)	0	150,000	0	0	0	150,000
Fleet	0	125,000	0	0	0	125,000
Public Works	0	125,000	0	0	0	125,000
Recreation Facilities	0	0	500,000	0	0	500,000
Total	300,000	400,000	500,000	0	0	1,200,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-General CIP	300,000	400,000	500,000	0	0	1,200,000
Total	300,000	400,000	500,000	0	0	1,200,000



Empire Computing and Consulting Inc

120 N Frederick Ave
Daytona Beach, FL 32114
386-253-6506 Fax: 386-253-6508

Quote #:	18655
Quote Date:	4/14/2023
Page:	1
Customer #:	148

Quoted To:

City of Ormond Beach
City Hall 22 S. Beach Street
Attn
Ormond Bch, FL 32174

Valid Through: 5/14/2023

Phone: 386-615-7031		Cust PO:	Terms: net 30		
Reference: CoOB Budget CH		Ship Via: Ground	Salesperson: GLORIAB		
Stock Code	Description	Quantity	Price	Extended	
VERKADA HARDWARE	Verkada Hardware Project Budget Includes 37 cameras, 38 card reader doors, 12 wireless lock doors, 6 access control panels, 3Y licenses	1.00	145,000.00	145,000.00	
EMP-INSTALLATION	Installation of cameras, door access panels, required door hardware, cabling, patch panels.	1.00	80,000.00	80,000.00	
EMP-ENGINEERING	Engineer Support as defined. Creation of Verkada Command site, addition of users /priviledges , configuration of devices, network connection (no hardware)	1.00	7,600.00	7,600.00	

The above number is a budgetary figure based upon the cameras and locations discovered on site walk throughs. It is not meant to be a defined quotation. Not included is the network infrastructure (switches, PtP connections (unless declared), racks etc.) nor electrical required for the Verkada devices.

SubTotal:	232,600.00
Tax:	0.00
Shipping:	0.00
Total:	232,600.00

CAPITAL PROJECT DETAIL

PROJECT TITLE

Solar Parking Lot Lights

PROJECT#

CATEGORY

Recreation and Cultural Facility Improvement

FUND

301-General Improvement Fund

PROJECT LOCATION

OBSC & Nova

MANAGEMENT

Engineering

PROJECT SCOPE

Install solar powered parking lot lights at unlit facilities

JUSTIFICATION

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Nova Rec	75,000	0	0	0	0	75,000
Multi Use Fields	50,000	0	0	0	0	50,000
Kiwanis Parking Lot	50,000	0	0	0	0	50,000
Softball Quad Parking Lot	40,000	0	0	0	0	40,000
Total	215,000	0	0	0	0	215,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Property Taxes-General CIP	215,000	0	0	0	0	215,000
Total	215,000	0	0	0	0	215,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Police Station / EOC

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

301-General Improvement Fund

PROJECT LOCATION

Airport Business Park

MANAGEMENT

Engineering

PROJECT SCOPE

This project proposes engaging the services of an architect / planning consultant experienced in the design and planning of public safety facilities to conduct a Needs Assessment & Land Use Study whose focus would be the replacement / relocation of the current Police Station, a dedicated Emergency Operations Center (EOC) and a fire station that will serve as replacement for Volusia County Fire Station 13 upon its decommission. This project will produce a report detailing rooms sizes / areas / uses, general descriptions of the rooms and the requirements of those rooms, site and land use requirements of the public safety campus, general site requirements for potential locations as well as conceptual planning for this facility.

JUSTIFICATION

A top priority identified by the City Commission at their January 31, 2023 Strategic Planning Workshop was for the development of a new Police Station and Emergency Operations Center (EOC). Specifically, this priority identified a need to located this facility west of the current Police Station and EOC to a location both near the geographic center of the City which would in turn provide for a location less susceptible to the impact of sever weather events.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction	0	24,000,000	14,000,000	0	0	48,000,000
Planning, Design, and Permitting	0	0	0	0	0	0
Total	0	24,000,000	14,000,000	0	0	48,000,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Police Station / EOC

REVENUE	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Bond Proceeds	0	24,000,000	14,000,000	0	0	48,000,000
Legislative Funding	0	0	0	0	0	0
Total	0	24,000,000	14,000,000	0	0	48,000,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Fiber Optic Connectivity

PROJECT#

301249

CATEGORY

Technology

FUND

301-General Improvement Fund

PROJECT LOCATION

City Wide

MANAGEMENT

Engineering

PROJECT SCOPE

Phased expansion of City fiber Optic network facilities connecting properties and utilities assets to previously connected facilities

JUSTIFICATION

Central to City operation is the transfer of data between City facilities and for the operation of City assets at remote locations. The Communication Infrastructure of the City of Ormond Beach is built upon the points of data collection and facility controls, terminals that allow for the monitoring of this data and the communication of City business, as well as the means of connecting these points allowing for the transfer of information internally and to external locations. The creation of a fiber optic network between City facilities provides increased reliability, increased data rates up to 10,000 Mbps, and immunity from both weather and power related events. Previous phases have established connectivity, providing a Gigabit Ethernet (1 GigE) communication capability to additional City facilities. This strategic investment increases security, data transfer speed, and reliability to those connected facilities while reducing business recovery and disaster recovery risks.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Fiber Optics	0	0	620,000	0	0	620,000
Total	0	0	620,000	0	0	620,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Property Taxes-General CIP	0	0	620,000	0	0	620,000
Total	0	0	620,000	0	0	620,000



302-GENERAL VEHICLE AND EQUIPMENT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Vehicle Replacement-General

PROJECT#

302VEH

CATEGORY

Vehicle and Equipment Replacement

FUND

302-General Vehicle Replacement Fund

PROJECT LOCATION

Various City Departments

MANAGEMENT

Fleet

PROJECT SCOPE

The project involves the continued implementation of a comprehensive vehicle replacement schedule for the City's fleet. Vehicles beyond the first year of this program will be evaluated at the appropriate time. These vehicles are being shown for scheduling purposes only and will not necessarily be replaced in the year shown.

JUSTIFICATION

The replacement schedule has been designed to replace vehicles which have been identified as incurring the greatest maintenance expense over the life of the vehicle, reaching or exceeding the expected life in terms of age, and having relative high mileage. The benefits of the replacement program are reflected in the reduction of the City's Fleet Maintenance operating and labor costs, as well as lower vehicle downtime.

PROJECT COST METHODOLOGY

State contract pricing.

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Vehicles	760,000	0	0	0	0	760,000
Total	760,000	0	0	0	0	760,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-Vehicles	760,000	0	0	0	0	760,000
Total	760,000	0	0	0	0	760,000

CIP Work Sheet FY 2025-26

Description	Year	Department	#	2025-26
CHEV 1 TON PU	2012	Streets	257	70,000
INTERNATNL 4 YARD DUMP	2005	Streets	259	85,000
JOHN DEERE 5310 TRACTOR	1999	Streets	472	75,000
ADDITION for Streets Supervisor		Streets		40,000
CHEV Uplander Van	2008	Leisure Svcs	509	45,000
GMC 3/4 TON,UTILITY	2002	Leisure Svcs	362	60,000
TORO WORKMAN	2006	Leisure Svcs	505	20,000
GENERAL CARGO FUEL TRUCK	1969	Fleet	89	225,000
FORD 1.5 TON SERVICE	2002	Fleet	802	95,000
FORD F 150	2014	Building	141	45,000
Total General				760,000

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 257	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3003 Streets	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.	13	2012 Chevrolet 3500 Truck
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.	15	146,395
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.	3	Truck in fair condition with minor scratches, small dents and surface rust on frame. Due to mileage, anticipate replacement of worn drive train components in the near future.
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	Used Daily by Streets department and for call outs.
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.	2	Has been a fairly reliable truck.
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 \$24,386.00 total \$24,221.61 LTD M&R 99% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	42	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 259	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3003 Streets	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.	20	2005 International 4 Yard Dump Truck
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.	16	165,488
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	Dump Truck showing wear with faded paint, scratches, rust on bumpers/ bed.
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	Used frequently 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.	2	Dump truck as been reliable, last major repair was in 2021. More extensive repairs are likely due to age.
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 \$50,642.00 total \$59,453.95.00 LTD M&R 117% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	51	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 472	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3003 Streets	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.	26	1999 John Deere Tractor
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.	3	5,074
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.	5	Tractor is very worn with faded paint, surface rust, scratches. Currently down due to clutch failure.
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	Used frequently 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.	2	Tractor has been reliable over the years but currently needs \$1,000 + in parts and not worth investing any more money or labor into it due to age. Parts availability is becoming an issue as well.
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 \$21,464.00 total \$49,431.00 LTD M&R 230% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	45	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:509	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 8515 S Ormond Center	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.	17	2008 Chevrolet Uplander Van
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.	6	66,200
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.	3	Vehicle has faded paint, some surface rust and showing normal wear.
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'.	3	Used by Recreation Center for travel activities
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.	2	Has been a reliable vehicle, with normal maintenance issues.
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 \$16,394.00 total \$9760.44 LTD M&R 60% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	36	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:362	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 8516 Athletic Fields Mnt	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.	23	2002 GMC 3500 Utility Truck
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	100,458
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.	5	Vehicle is extremely worn inside and out.
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'.	5	Daily use M-F for building inspections
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.	2	Has been a reliable truck, with normal maintenance issues.
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 \$18,851.00 total \$27,445.57 LTD M&R 145% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	50	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:505	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 8516 Athletic Fields Mnt.	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.	19	2006 Toro Workman 3100 Cart
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.	4	6,541 hrs
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.	1	Heavily used at the Ball Fields shows plent of wear.
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'.	5	Daily use M-F for Traffic Unit
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	Cart has had extensive repairs over the last few years.
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 \$13,679 total \$27,686.81 LTD M&R 202% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	38	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:089	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3015 Fleet	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.	56	1969 General Cargo with Aux Fuel Tanks
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.	1	892
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.	5	Government surplus vehicle that is completely rusted out
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'.	1	Used to hold 600 gallons of auxiliary fuel to deliver to generator sites and for back up emergency fuel for fleet vehicles.
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.	5	Vehicle is no longer safe to drive and past point of repairs due to condition of body.
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 \$1,500.00 total \$28,850.34.21LTD M&R 1900% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	73	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:802	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3015 Fleet	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.	23	2002 Ford 1.5 Ton Service Truck
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.	3	34,008
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 in worn condition with a lot of surface rust and faded paint.
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'.	1	Used as back up crane for other departments and road call vehicle for Fleet
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.	5	Vehicle has been reliable however the crane needs repairing and has some safety issues, as it is actually older than the truck it is on.
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 \$31,205.00 total \$49,868.28.21LTD M&R 160% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	41	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:141	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 0702 Building Inspection	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.	11	2014 Ford F-150
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.	15	148,807
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.	3	Overall exterior and interior is in decent shape but vehicle has severe rust under passenger side rocker panel.
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'.	5	Daily use M-F for building inspections
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.	3	Has been a reliable truck, however required more extensive repairs this past year.
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 \$17,836.00 total \$17,916.42 LTD M&R 100% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	42	(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

305-PUBLIC SAFETY VEHICLE EQUIPMENT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Emergency Response UTV & Trailer

PROJECT#

CATEGORY

Vehicle Replacement

FUND

305-Public Safety Vehicle & Equipment Fund

PROJECT LOCATION

OBFD Stations

MANAGEMENT

Fire

PROJECT SCOPE

Purchase of a UTV for use at special events, and remote rescue locations

JUSTIFICATION

This request is to purchase a Utility Vehicle (UTV) for Fire/EMS use during special events, as well as for patient rescue/removal from remote areas. With a number of special events throughout the year, emergency scenes are inaccessible for normal Fire/EMS apparatus, due to crowded venues/areas. OBFD currently provides staffing for many of these events, but has to borrow carts from Leisure services, or from the venue. These carts are not equipped with emergency lighting/equipment, making response difficult and not visible at night. Additionally, the UTV would be used for rescuing/removing patients in remote/inaccessible areas (off-road, woods, rural areas). Proposed funding includes an open utility trailer for transporting the UTV.

PROJECT COST METHODOLOGY

Cost estimate from vendor

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
UTV	55,000	0	0	0	0	55,000
Total	55,000	0	0	0	0	55,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Property Taxes-Public Safety	55,000	0	0	0	0	55,000
Total	55,000	0	0	0	0	55,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Extrication equipment replacement

PROJECT#

CATEGORY

Other

FUND

305-Public Safety Vehicle & Equipment Fund

PROJECT LOCATION

OBFD fire apparatus

MANAGEMENT

PROJECT SCOPE

Replacement of extrication equipment

JUSTIFICATION

This request is for replacement of obsolete/unrepairable extrication equipment. This equipment was identified for replacement in FY 22 CIP, but was never replaced. Of the 3 sets needing replacement, parts are no longer available/supported for two of them, and the third set lacks capability in modern vehicle extrication. One set consists of a spreader, cutter, and ram, with associated mounting brackets.

PROJECT COST METHODOLOGY

Vendor estimates

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Extrication replacement	40,000	40,000	40,000	0	0	120,000
Total	40,000	40,000	40,000	0	0	120,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-Public Safety	40,000	40,000	40,000	0	0	120,000
Total	40,000	40,000	40,000	0	0	120,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Vehicle Replacement-Public Safety

PROJECT#

305VEH

CATEGORY

Vehicle Replacement

FUND

305-Public Safety Vehicle & Equipment Fund

PROJECT LOCATION

Police Department

MANAGEMENT

Police

PROJECT SCOPE

Annual Vehicle Replacement Program

JUSTIFICATION

Replacement of Police Vehicles on the following schedule: Patrol every seven years; Special Unit every ten years; Motorcycles every 4 years

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Police Vehicles	540,000	500,000	500,000	500,000	0	2,040,000
Total	540,000	500,000	500,000	500,000	0	2,040,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-Public Safety	540,000	500,000	500,000	500,000	0	2,040,000
Total	540,000	500,000	500,000	500,000	0	2,040,000

CIP Work Sheet FY 2025-26

Description	Year	Department	#	2025-26
FORD EXPLORER	2011	Police Admin	46	50,000
CHEVY EQUINOX	2011	Police CIU	84	50,000
CHEVY CAPRICE	2013	Police Patrol	135	70,000
CHEV CAPRICE	2014	Police Patrol	145	70,000
CHEV CAPRICE	2013	Police Patrol	198	70,000
CHEV CAPRICE	2017	Police Patrol	P02	70,000
CHEV CAPRICE	2014	Police Patrol	217	70,000
HARLEY DAVIDSON MOTORCYCLE	2017	Police Patrol	M95	45,000
CHEV 1500	2012	Police CSO	115	45,000
Total Public Safety				540,000

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 046	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2001 Police Administration	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.	14	2011 Ford Explorer
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.	8	77,801
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.	3	Vehicle shows normal wear for its age, with faded paint, minor scratches, surface rust on frame. Previous severe window leaks. Past transmission repairs, could be indication of future failure.
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'.	2	Used as Admin
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.	2	Vehicle has been fairly reliable but various issues with things not related to drive train.
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.	3	Purchase Price \$24,139 total \$13,124.42 LTD M&R 54% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	32	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 084	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2008 Police CIU	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.	14	2011 Chevrolet Equinox
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.	12	121,676
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.	5	Vehicle is in worn condition, needing a new transmission and also engine repairs.
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'.	5	Used as patrol vehicle
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	During the past year, extensive maintenance has been required.
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 \$21,387.00 total \$23,373.00 LTD M&R 109% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	45	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 135	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2005 Police Operations	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	2013 Chevrolet Caprice
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	107,352
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 in worn condition, with scratches, faded paint and peeling decals. Concern with any anticipated repairs due to limited parts availability for Caprice vehicles.
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'.	5	Used as patrol vehicle
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.	2	Has been fairly reliable with normal wear & tear maintenance required.
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 \$32,386.00 total \$40,194.00 LTD M&R 124% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	38	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 145	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2005 Police Operations	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.	11	2014 Chevrolet Caprice
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.	9	89,277
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.	3	Vehicle is in worn condition with. Concern with any anticipated repairs due to limited parts availability for Caprice vehicles.
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'.	5	Used as patrol vehicle
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.	5	Vehicle is not reliable, with extensive repairs over the years.
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 \$27,412.00 total \$37,007.00 LTD M&R 135% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	38	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 198	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2005 Police Operations	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	2013 Chevrolet Caprice
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	101,830
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.	3	Vehicle is in worn condition. A/C system is beginning to fail. Concern with any anticipated repairs due to limited parts availability for Caprice vehicles.
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'.	5	Used as patrol vehicle
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.	2	Has been fairly reliable with 6 work orders in the last year, but more extensive repairs in past.
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.	3	Purchase Price \$24,766.00 total \$37,291.94 LTD M&R 150% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	35	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 217	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2005 Police Operations	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.	11	2014 Chevrolet Caprice
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	107,352
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.	3	Vehicle is in fair condition. Concern with any anticipated repairs due to limited parts availability for Caprice vehicles.
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'.	5	Used as patrol vehicle
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.	2	Has been fairly reliable with normal wear & tear maintenance required.
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 \$25,817.00 total \$26,456.00 LTD M&R 102% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	36	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: P02	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2005 Police Operations	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.	8	2017 Chevrolet Caprice
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.	7	77,202
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.	3	Vehicle is in decent condition. Concern with any anticipated repairs due to limited parts availability for Caprice vehicles.
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'.	5	Used as Patrol Vehicle
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.	3	Has been a not been very reliable, with ten work orders in the past year.
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 \$26,291.00 total \$24,297.72 LTD M&R 92% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	31	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:M95	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2005 Police Operations	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.	8	2017 Harley Davidson Motorcycle
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.	5	47,536
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.	3	Vehicle is in good physical condition
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'.	5	Daily use M-F for Traffic Unit
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	Had a motor rebuild in 2022. Since then, In the shop occasionally for clutch repairs, tires and other wear items.
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 \$22,450.00 total \$35,470 LTD M&R 157% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	30	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 115	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3003 Streets	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.	13	2012 Chevrolet 1500 Truck
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.	12	122,895
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.	3	Truck in fair condition with minor scratches, small dents and surface rust on frame. Has had previous body repair. Due to mileage, anticipate replacement of worn drive train components in the near future.
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	Used Daily by Streets department and for call outs.
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.	3	Has been a fairly reliable truck, however this past year has been coming in for various small issues (heater, fuel sensor, coolant leak). Anticipate more of these repairs due to the higher mileage.
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 \$19,197.55 total \$21,370.39 LTD M&R 111% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	40	(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

CAPITAL PROJECT DETAIL

PROJECT TITLE

Quint Fire Apparatus

PROJECT#

CATEGORY

Vehicle and Equipment Replacement

FUND

305-Public Safety Vehicle & Equipment Fund

PROJECT LOCATION

Fire Station

MANAGEMENT

Fire

PROJECT SCOPE

Purchase an aerial apparatus to replace a 2011 quint apparatus, and place it as surplus.

JUSTIFICATION

Both current units have had several major/costly repairs, and are due for replacement. With currently production lead times at 38 months, replacement apparatus need to be ordered earlier to maintain the 12-yr. replacement schedule for fire apparatus. With the creation of the public safety vehicle fund, a 12-year replacement schedule was identified to maximize service life and trade-in value, financing the units for 10 years, then trading back the units at year 12. This program would keep the frontline units operational with a lower repair cost and reduces down time. This program also includes major equipment replacement with the new units. It should be noted that industry-wide, production timelines have increased from 12 months to 38 months to take delivery. Approx. cost of \$2 million, financed over a ten year period.

PROJECT COST METHODOLOGY

FSA purchasing contract pricing, option changes, and equipment quotes

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	Total 2025-26 to 2029-30
Quint Fire Apparatus	0	0	0	0	2,000,000	2,000,000
Total	0	0	0	0	2,000,000	2,000,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	Total 2025-26 to 2029-30
Property Taxes-Public Safety	0	0	0	0	2,000,000	2,000,000
Total	0	0	0	0	2,000,000	2,000,000



308-TRANSPORTATION FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Main Trail Bridge R&R

PROJECT#

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Main Trail over Misners Branch

MANAGEMENT

Engineering

PROJECT SCOPE

Initial Assessment and Capital work Plan

JUSTIFICATION

This project will holistically evaluate the City owned and maintained Main Trail Bridge. The design evaluation will include improved drainage, structural repairs, and asphalt design.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	400,000	0	0	0	0	400,000
Engineering Evaluation	100,000	0	0	0	0	100,000
Total	500,000	0	0	0	0	500,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Transportation Fund Reserves	500,000	0	0	0	0	500,000
Total	500,000	0	0	0	0	500,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Multi-modal Trails Plan

PROJECT#

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Citywide

MANAGEMENT

Engineering & Planning

PROJECT SCOPE

JUSTIFICATION

The previous Citywide Bike & Pedestrian Master Plan was completed in 2016. Nearly all of the projects have been completed or are in process. This project would help identify additional connectivity needs, timelines, and costs. One of the top priorities of this project would be the trail between S Beach to A1A.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Master Plan	250,000	0	0	0	0	250,000
Total	250,000	0	0	0	0	250,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Transportation Fund	250,000	0	0	0	0	250,000
Total	250,000	0	0	0	0	250,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Neighborhood Traffic Calming

PROJECT#

308234

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Citywide

MANAGEMENT

Engineering

PROJECT SCOPE

Installation of traffic calming devices on neighborhood streets as part of neighborhood traffic calming program

JUSTIFICATION

The issue of installing traffic calming measures within the City has been the topic of discussion in recent years. The basis of a neighborhood traffic calming program was presented to the City Commission that utilized a combination of mainly physical measures to reduce the negative effect of motorized vehicle use and improve conditions for non-motorized street users. Traffic calming measures have inherent advantages including the reduction of speed, increased safety, reduction of cut-through traffic, and enhancement of the street environment. The traffic calming program will produce candidate streets on a semi-annual basis through priority data analysis.

PROJECT COST METHODOLOGY

Based on recent construction projects

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Traffic Calming Measures	50,000	50,000	50,000	50,000	50,000	250,000
Total	50,000	50,000	50,000	50,000	50,000	250,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes - Transportation	50,000	50,000	50,000	50,000	50,000	250,000
Total	50,000	50,000	50,000	50,000	50,000	250,000



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Quote Number QUO-22303-L5C8P2
Created Date 10/25/2022
Expiration Date 11/25/2022
Prepared by Sean Coupland

QUOTATION

Contact: Cole Buck

Phone: (386) 676-3296

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Ormond Beach, Florida 32174

United States

Standard Features (Included) – Evolution Signs

- The Evolution radar feedback signs come with 1 year of unlimited SafePace Cloud access. SafePace Cloud is renewable annually with bundling and multi-year term discounts available.
- Sign powers down when no traffic present
- Programmable Speed Violator Flashing Strobe Light
- Ambient Light Sensor and Automatic Brightness adjustment
- Banding Mount Bracket
- Safe Pace Management Software
- Bluetooth

Special Notes

EV12 (4) Solar. Yellow face plates. Data included for 12 months, \$450 per year per sign after. Multi-year packages also available at a discounted rate. Bluetooth also available at no cost for life of signs. No SS. **Pricing per Sourcewell contract. City of Ormond Beach ID# 28900. Traffic Logix contract #070821-LGX.**

Quote Line Items – All Prices shown are in \$ US Dollar

Product	Product Code	Quantity	Sales Price	Total Price
Evolution 12" Digit - Solar - Includes Strobe, BT, Data - modem and 12 month network access to cloud	EV12EYL-SOLLA	4.00000	\$2,600.00	\$10,400.00
Universal Bracket (Full Set)	SP1BK2	4.00000	\$150.00	\$600.00

CAPITAL PROJECT DETAIL

PROJECT TITLE

Railroad Crossing

PROJECT#

308123

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Various

MANAGEMENT

Engineering

PROJECT SCOPE

Reconstruction of the railroad crossings by the Florida East Coast Railroad

JUSTIFICATION

The City through an agreement with the Florida East Coast Railroad (FEC) for roadway crossings of the railway is required to fund the railroad crossing improvements as identified by the FEC. Average costs for repairs average around \$100,000. FEC does not have a planned improvement program that they are able to provide.

PROJECT COST METHODOLOGY

Estimated amount from previous years. Cost varies depending of number of lanes and work to be done

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Railroad Crossing	200,000	200,000	200,000	200,000	200,000	1,000,000
Total	200,000	200,000	200,000	200,000	200,000	1,000,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes - Transportation	200,000	200,000	200,000	200,000	200,000	1,000,000
Total	200,000	200,000	200,000	200,000	200,000	1,000,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Road Rehabilitation

PROJECT#

308225

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Various

MANAGEMENT

Engineering

PROJECT SCOPE

Resurfacing of City streets as part of an on-going maintenance policy in order to prevent street deterioration and excessive reconstruction costs.

JUSTIFICATION

The results of a 1995 survey of City residents regarding their satisfaction with City services indicated that street repair was the lowest rated City service.. In addition, based on the level of funding that existed prior to 1997, the backlog of resurfacing would continue to increase and the condition of local roads would deteriorate further to the point where reconstruction would be necessary at an average cost of \$1,367,000 per mile rather than \$170,000 per mile for resurfacing.

Consequently, a comprehensive road improvement plan with dedicated funding source was developed and approved by the City Commission. The road improvement program is intended to reduce the projected road improvement backlog to a manageable level and protect the City's 187-mile road network that is valued at \$51 million.

PROJECT COST METHODOLOGY

Estimates are base upon unit pricing from recent bids of similar roadway resurfacing project within the City.

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Roadway Resurfacing	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Total	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Local Option Gas Tax	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Total	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000

Name	FrSegment	ToSegment
GREY DAPPLE WAY CASTILLA ST	PERUVIAN LN US1	GREY DAPPLE WAY PLAZA GRANDE
N SAINT ANDREWS DR BUTTERNUT CIR BLOCKHOUSE CT NOCOROCO CT KIM CT	TOMOKA OAKS BLVD WOODLAND BLVD ORMOND LAKES BLVD INDIANHEAD DR WINDING WOODS TRL	EAGLE DR CUL-DE-SAC CUL-DE-SAC CUL-DE-SAC CUL-DE-SAC
LAKEBLUFF DR CUADRO PL	ORMOND LAKES BLVD FIESTA DR	CLIFFVIEW LN WINDING WOODS TRL
HIGHWOOD RIDGE TRL	HUNTERS RIDGE BLVD	CUL-DE-SAC
WINDWARD LN	ROYAL PALM AVE	WINDWARD CIR
TARA PL SHERBOURNE WAY	CHARLESTON SQ WANDERING OAKS DR	CHARLESTON SQ OVERBROOK DR
SHERBOURNE WAY SHELLEY WAY	NORTHBROOK DR WINDING WOODS TRL	WANDERING OAKS DR MARJORIE TRL
RIVERVIEW DR	S. RIDGEWOOD AVE	S. BEACH ST
OVERBROOK DR NORTHSIDE DR MARJORIE TRL	BROOKSIDE DR OAKBROOK DR WINDING WOODS TRL	NORTHBROOK DR EDGEWOOD WAY CUL-DE-SAC
HUNTERS RIDGE BLVD	SHADOW CROSSINGS BLVD	END ROAD @ BUCKTHORN LOOK
CHARLESTON SQ	FLEMING AVE	FLEMING AVE
ANDALUSIA AVE	DIVISION AVE	HAND AVE
MAGNOLIA DR CHOCTAW TRL CALADIUM DR	VALENCIA DR IROQUOIS TRL (NE) CHRYSANTHEMUM DR	VALENCIA DR IROQUOIS TRL CHRYSANTHEMUM DR

CAPITAL PROJECT DETAIL

PROJECT TITLE

Sidewalk Repair and Replacement

PROJECT#

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Citywide

MANAGEMENT

Engineering

PROJECT SCOPE

Repair and Replace City sidewalks both within Parks and along City streets

JUSTIFICATION

Damage to sidewalks both in parks and along public streets is a significant ongoing maintenance challenge. In 2020 public works received 97 work orders for over 2,000 square yards of sidewalk. Of that total approximately 700 square yards were in City parks. This ongoing project seeks to repair sidewalk damage from tree roots, as well as normal wear and tear. The main focus for the initial rollout will be to repair the whole of a few exceptionally in-need neighborhoods and install root barriers and geogrids to protect the new sidewalk so the City can avoid removing trees. Once the initial rollout is complete, the goal will be continuing maintenance within the City's streets and parks.

PROJECT COST METHODOLOGY

Cost based on construction costs received

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Sidewalks	125,000	125,000	125,000	125,000	125,000	625,000
Total	125,000	125,000	125,000	125,000	125,000	625,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes - Transportation	125,000	125,000	125,000	125,000	125,000	625,000
Total	125,000	125,000	125,000	125,000	125,000	625,000

Sidewalk Repair & Replace

Street	Length (LF)	Unit Cost
Saddlers Run	200	60.75 \$ 12,150.00
N & S Halifax	300	60.75 \$ 18,225.00
N & S Ridgewood	300	60.75 \$ 18,225.00
Riverside Dr	300	60.75 \$ 18,225.00
W Granada (West of I-95)	400	60.75 \$ 24,300.00
A1A Oceanshore Blvd	500	60.75 \$ 30,375.00
N Beach St	5000	60.75 \$ 303,750.00

Removal and replacement of 5ft sidewalk, including minimal root removal

CAPITAL PROJECT DETAIL

PROJECT TITLE

Street Light Maintenance

PROJECT#

308125

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Nova Road

MANAGEMENT

Engineering

PROJECT SCOPE

Painting and maintenance of City street lights.

JUSTIFICATION

Maintenance of light posts to prevent against corrosion and normal wear.

PROJECT COST METHODOLOGY

Vendor Quotes

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Street Light Maintenance	100,000	25,000	25,000	25,000	25,000	200,000
Total	100,000	25,000	25,000	25,000	25,000	200,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Property Taxes - Transportation	100,000	25,000	25,000	25,000	25,000	200,000
Total	100,000	25,000	25,000	25,000	25,000	200,000

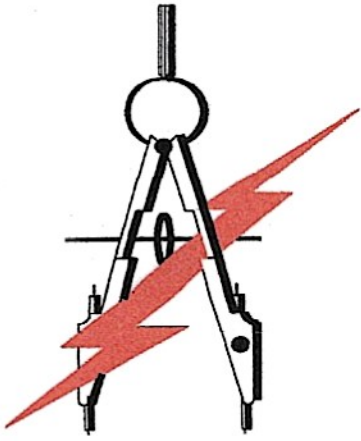
Economy Electric Company

PO Box 2299

Daytona Beach, Florida 32115

Telephone (386) 252-0573

Email: JoeWiggins@economyelectricco.com



Engineers

Electrical

Contractors

PE0043445
EB0000287

EC0000709
EC0002188

EC0002189

March 3, 2025

City of Ormond Beach

Attention: April Martti

April.Martti@ormondbeach.org

Re: MVA 436 S Nova Rd - Revised

Job: - Install a new pole, light, arm and assembly
- MOT by others

Dear April:

As per your request, I am forwarding you a proposal in reference to the above job. The cost is as follows:

Labor:

(Journeyman x 8 hours @ \$65.00 per hour) =

\$ 1,040.00

(Apprentice x 8 hours @ \$35.00 per hour) =

280.00

(Bucket Truck x 8 hours @ \$35.00 per hour) =

280.00

Total Labor =

\$ 1,600.00

Material =

11,645.00

Total =

\$13,245.00

If I can be of any further assistance, please do not hesitate to call. Work to be performed per Ormond Beach Maintenance Contract.

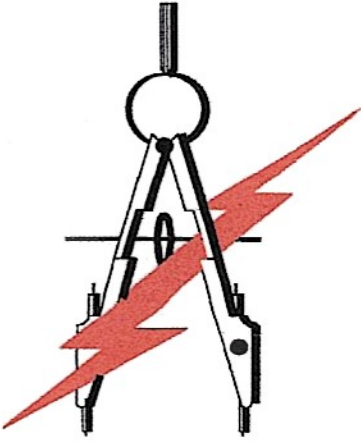
Sincerely,

Joseph Wiggins
Project Manager

Economy Electric Company

PO Box 2299
Daytona Beach, Florida 32115
Telephone (386) 252-0573

Email: JoeWiggins@economyelectricco.com



Engineers

Electrical

Contractors

PE0043445
EB0000287

EC0000709
EC0002188

EC0002189

March 3, 2025

City of Ormond Beach
Attention: April Martti
April.Martti@ormondbeach.org

Re: DOT Nova Fixtures - Revised

Job: - Replace (6) fixtures with LED
- MOT by others

Dear April:

As per your request, I am forwarding you a proposal in reference to the above job. The cost is as follows:

Labor:	
(Journeyman x 24 hours @ \$65.00 per hour) =	\$ 1,560.00
(Apprentice x 16 hours @ \$35.00 per hour) =	560.00
(Bucket Truck x 16 hours @ \$35.00 per hour) =	560.00
Total Labor =	\$ 2,680.00
Material =	7,615.00
Total =	\$10,295.00

If I can be of any further assistance, please do not hesitate to call. Work to be performed per Ormond Beach Maintenance Contract.

Sincerely,

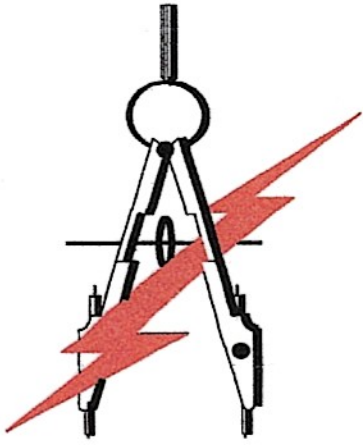
A handwritten signature in blue ink that reads "Joseph Wiggins".

Joseph Wiggins
Project Manager

Economy Electric Company

PO Box 2299
Daytona Beach, Florida 32115
Telephone (386) 252-0573

Email: JoeWiggins@economyelectricco.com



Engineers

Electrical

Contractors

PE0043445
EB0000287

EC0000709
EC0002188

EC0002189

March 3, 2025

City of Ormond Beach
Attention: April Martti
April.Martti@ormondbeach.org

Re: Nova Road LED Head Replacement 2024 – Phase III - Revised

- Job:
- Remove existing light fixtures on (34) poles.
 - Furnish and install (34) new LED light fixtures on existing poles.
 - MOT by others.
 - Deliver existing fixtures to Public Works.

Dear April:

As per your request, I am forwarding you a proposal in reference to the above job. The total cost shall be as follows:

Labor	
(1 Journeyman x 60 hours @ \$65.00 per hour) =	\$ 3,900.00
(1 Apprentice x 60 hours @ \$35.00 per hour) =	2,100.00
Bucket Truck (60 hours @ \$35.00 per hour) =	<u>2,100.00</u>
Total Labor =	\$ 8,100.00
Material =	<u>40,746.00</u>
Total =	\$48,846.00

If I can be of any further assistance, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "Joseph Wiggins".

Joseph Wiggins
Project Manager

CAPITAL PROJECT DETAIL

PROJECT TITLE

Traffic Signal Maintenance

PROJECT#

308115

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

City Wide

MANAGEMENT

Engineering

PROJECT SCOPE

Maintenance and upgrades to existing traffic signals to include repainting of traffic signals and other traffic control devices as needed on a City-wide basis. The attached schedule and map provides those intersections and the years for which maintenance has been assigned.

JUSTIFICATION

Normal wear and tear under extreme weather conditions requires refurbishing of these highly visible traffic signals to be required every 5-7 years. If regular maintenance including the painting of the mast arms is not performed, the mast arms are subject to corrosion and potential structural failure. The proposed schedule factors in the time since last painting and completes the current re-painting cycle. Inspection of these signals this spring indicates that they are wearing well and will likely be able to make it to the later part of the expected 5 -7 year life cycle (Year 6). We will continue to evaluate them on a yearly basis and if necessary make adjustments. We intend to repair 3 intersections per year.

PROJECT COST METHODOLOGY

Quote Provided by AM Weigel

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Signal Rehabilitation	84,000	88,200	92,600	97,500	97,500	459,800
Total	84,000	88,200	92,600	97,500	97,500	459,800

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes - Transportation	84,000	88,200	92,600	97,500	97,500	459,800
Total	84,000	88,200	92,600	97,500	97,500	459,800

<u>SIGNAL NUM</u>	<u>MAIN STREET</u>	<u>CROSS STREET</u>	<u>Gloss/Chalk</u>
324	SR 483/CLYDE MORRIS BL	HAND AV	2
364	SR 40	SEMINOLE DR	2
402	SR A1A/ATLANTIC AV	FIRE STATION	2
183	SR 40/GRANADA BL	BEACH ST	3
257	SR 40	TYMBER CREEK RD	2
287	SR 5A/NOVA RD	MAIN TRL/WILMETTE AV	2

CAPITAL PROJECT DETAIL

PROJECT TITLE

Forest Hills Sidewalk Project

PROJECT#

CATEGORY

Beautification

FUND

308-Transportation

PROJECT LOCATION

Forest Hills Subdivision

MANAGEMENT

Engineering

PROJECT SCOPE

Remainder of the subdivision streets and Excludes Military Blvd.

JUSTIFICATION

Remove existing 3' wide non-ADA sidewalks and replace with a 5' wide ADA compliant sidewalk for the remainder of the subdivision streets, see map for the street names. Project also includes ADA compliant detectable mats & curbing. The goal is to improve pedestrian connectivity within the neighborhood. Some of the funding could come from CDBG if project is selected, however this year March 2025 they recently changed the project rules and Volusia County will only approved 2 project within a 5 year period. Also, the project amount needs to be a minimum of 100k.

PROJECT COST METHODOLOGY

Using pricing received from previous sidewalk projects

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction	0	1,372,350	0	0	0	1,372,350
Total	0	1,372,350	0	0	0	1,372,350

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
CDBG	0	1,372,350	0	0	0	1,372,350
Total	0	1,372,350	0	0	0	1,372,350

CAPITAL PROJECT DETAIL

PROJECT TITLE

Pineland Trail Roadway Improvements

PROJECT#

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Pineland Trail (Airport Road to Broadway)

MANAGEMENT

Engineering

PROJECT SCOPE

Reconstruction of Pineland Trail to City Roadway Standards, upgrade of roadway drainage facilities, construction of mixed use path along roadway.

JUSTIFICATION

Pineland Trail was originally constructed by Volusia County. Although recent paving projects have improved the drivability of the roadway. This project will bring this roadway, designated as a Minor Arterial Roadway, up to City Standard roadway conditions. Development activity in this area, including the construction of Security First property at Ormond Crossings and the current extension of Business Park Drive would increase use of this roadway as an important north-south roadway within the City of Ormond Beach. Improving drainage facilities in this corridor provides an additional benefit for the properties along Pineland Trail, and the construction of a mixed use path further promotes the City's Trail network by providing access to the Ormond Beach Sports Complex facilities from Airport Road and future sidewalk along US 1.

PROJECT COST METHODOLOGY

Estimates are base upon unit pricing from recent bids of similar roadway projects within the City.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction	0	0	5,721,883	0	0	5,721,883
Design	0	0	858,282	0	0	858,282
Construction Admin/Engineering	0	0	572,188	0	0	572,188
Total	0	0	7,152,353	0	0	7,152,353

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
River to Sea TPO Grant Funding	0	0	4,770,315	0	0	4,770,315
Bond Proceeds	0	0	2,382,038	0	0	2,382,038
Total	0	0	7,152,353	0	0	7,152,353

CAPITAL PROJECT DETAIL

PROJECT TITLE

US 1 North Sidewalk

PROJECT#

308236

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

North US 1 Between Wilmette Ave. and Broadway Av

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of an eight foot wide sidewalk along US 1 in two phase connecting Wilmette Avenue, Nova Road, Airport Road, and Airport Road to Broadway Ave.

JUSTIFICATION

The Florida Department of Transportation working with the River to Sea TPO completed a report for the US 1 Corridor Improvement Program in April, 2014. A component in this report is the construction of a connecting sidewalk along US 1, north from Wilmette Avenue connecting northern areas to the central City core. This project proposes extending sidewalk to the northern City Limits in a phase project. In Phase 1, a connection is proposed that connects Wilmette Avenue to Nova Road, across the Tomoka River, and to Airport Road for use by pedestrians and bicyclists. Phase 2 continues this project extending northerly from Airport Road, connecting Hull Road, and Broadway Avenue. Design and construction of Phase 1, and design of Phase 2 will occur within this five year period, construction of Phase 2 would be planned in year 6.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction PH 1	0	0	1,593,240	0	0	1,593,240
Design PH 2	0	0	422,231	0	0	422,231
Design PH 1	0	0	238,986	0	0	238,986
Construction Admin/ Engineering PH	0	0	159,324	0	0	159,324
Construction PH 2	0	0	0	2,814,874	0	2,814,874
Construction Admin/ Engineering PH	0	0	0	281,487	0	281,487
Total	0	0	2,413,781	3,096,361	0	5,510,142

CAPITAL PROJECT DETAIL

PROJECT TITLE

US 1 North Sidewalk

PROJECT#

308236

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
TPO Grant (pending)	0	0	1,735,650	0	0	1,735,650
Bond Proceeds	0	0	678,131	3,096,361	0	3,774,492
Total	0	0	2,413,781	3,096,361	0	5,510,142

310-RECREATION FEE FUND

317-FACILITIES RENEWAL AND REPLACEMENT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

LED Lighting on Field 11-12

PROJECT#

CATEGORY

Recreation and Cultural Facility Improvement

FUND

310-Rec Impact Fee Fund

PROJECT LOCATION

OBSC

MANAGEMENT

Engineering

PROJECT SCOPE

Field 11 and 12

JUSTIFICATION

Installation of LED lighting with automated remote control access for Fields 11 and 12 will allow our youth sports programs expanded use of existing fields.
The lighting system has a 25 year warranty and is the most efficient and environmentally friendly way to light athletic fields.

PROJECT COST METHODOLOGY

Based on similar past projects and quote from Musco Sports Lighting

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Property Taxes-Facilities R&R	500,000	0	0	0	0	500,000
Total	500,000	0	0	0	0	500,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Racing and Recreation Grant	300,000	0	0	0	0	300,000
Rec Impact Fees	200,000	0	0	0	0	200,000
Total	500,000	0	0	0	0	500,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Air Conditioning Replacement

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Various locations

MANAGEMENT

Parks and Recreation

PROJECT SCOPE

Replace old worn out air conditioning units as needed

JUSTIFICATION

The City has over 200 air conditioning units through out the 74 facilities. These dollars will allow for our City to become more proactive with replacing old A/C units that have reached their life expectancy.

PROJECT COST METHODOLOGY

Based on annual expspences over the years for A/C replacements

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
replace AC units as needed	60,000	60,000	60,000	60,000	60,000	300,000
Total	60,000	60,000	60,000	60,000	60,000	300,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-Facilities R&R	60,000	60,000	60,000	60,000	60,000	300,000
Total	60,000	60,000	60,000	60,000	60,000	300,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Facility Maintenance Master Plan

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

City Wide

MANAGEMENT

Leisure Services & Engineering

PROJECT SCOPE

Evaluation of all 72 City Facilities for critical component life expectancy and replacement costs

JUSTIFICATION

The City owns and maintains 72 facilities city wide. This evaluation will inspect every facility to determine replacement timeline and costs for critical components including Roof, Structural, Fire Protection, Plumbing, Electrical, Windows & Doors.

PROJECT COST METHODOLOGY

Quote received

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Report	100,000	0	0	0	0	100,000
Total	100,000	0	0	0	0	100,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
General Fund Reserve	100,000	0	0	0	0	100,000
Total	100,000	0	0	0	0	100,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Fire Station Bay Floor & Concrete Repairs

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Fire Stations 91, 92, 93 & 94

MANAGEMENT

PROJECT SCOPE

Resurfacing of apparatus bay floors and concrete driveway repairs at all fire stations.

JUSTIFICATION

The apparatus bay floors at Stations 91 & 92 have been deteriorating over a number of years, creating slip/debris hazards (chipping up during routine cleaning), and unsightly appearance. Additional concrete work would be included in this request, to repair driveway areas at fire stations that have deteriorated over time. This project is partially complete, with Sta. 91 & 92 bay floors being done within the allotted funding. The balance of the current funding plus FY 25-26 funding would complete the project, with concrete/asphalt/culvert repair and bay floor coating at Sta. 93 & 94.

PROJECT COST METHODOLOGY

TBD

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Bay floor and concrete repair	100,000	0	0	0	0	100,000
Total	100,000	0	0	0	0	100,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
General Fund Reserves	100,000	0	0	0	0	100,000
Total	100,000	0	0	0	0	100,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Nova Field 5 transformer

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Nova Field 5

MANAGEMENT

Leisure Services

PROJECT SCOPE

Replace transformer

JUSTIFICATION

Transformer has rusted out and needs to be replaced

PROJECT COST METHODOLOGY

Quote from contractor

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Transformer	56,535	0	0	0	0	56,535
Total	56,535	0	0	0	0	56,535

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Property Taxes-Facilities R&R	56,535	0	0	0	0	56,535
Total	56,535	0	0	0	0	56,535

CAPITAL PROJECT DETAIL

PROJECT TITLE

Riviera Park Fishing Pier

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Riviera Park

MANAGEMENT

Leisure Services

PROJECT SCOPE

Rebuild Fishing Pier

JUSTIFICATION

This fishing Pier has weathered many hurricanes since it's existence. After the last hurricane it was deemed unsafe and will need to be removed and is currently being redesigned to current wind loads.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	450,000	0	0	0	0	450,000
Total	450,000	0	0	0	0	450,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
FIND Grant (Pending)	225,000	0	0	0	0	225,000
Property Taxes-Facilities R&R	225,000	0	0	0	0	225,000
Total	450,000	0	0	0	0	450,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Shade Structures at Andy Romano Beachfront Park

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Andy Romano Beachfront Park

MANAGEMENT

Engineering

PROJECT SCOPE

Shade Structures

JUSTIFICATION

There are currently five shade structures that have reached their lifespan due to the harsh salt environment on the beach. The steel poles are very rusty and the vinyl cover is tattered and needs to be replaced.

PROJECT COST METHODOLOGY

Based on similar projects

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Remove and replace	300,000	0	0	0	0	300,000
Total	300,000	0	0	0	0	300,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
General Fund Reserves	300,000	0	0	0	0	300,000
Total	300,000	0	0	0	0	300,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Shell Parking lot

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Citywide

MANAGEMENT

Engineering

PROJECT SCOPE

Add shell to all unpaved city parking lots

JUSTIFICATION

Each of the unpaved parking lots are in need of annual replenishment of materials. This project removes the burden of this cost from the parks and streets operating accounts.

PROJECT COST METHODOLOGY

Based on similar projects

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Shell Parking	51,000	51,000	51,000	51,000	51,000	255,000
Total	51,000	51,000	51,000	51,000	51,000	255,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-Facilities R&R	51,000	51,000	51,000	51,000	51,000	255,000
Total	51,000	51,000	51,000	51,000	51,000	255,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Soccer Bathrooms

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Soccer Fields

MANAGEMENT

Leisure Services

PROJECT SCOPE

Remodel existing bathrooms

JUSTIFICATION

Bathroom are original to the building and need remodeling

PROJECT COST METHODOLOGY

Quote from contractor

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Bathroom remodel	55,398	0	0	0	0	55,398
Total	55,398	0	0	0	0	55,398

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Property Taxes-Facilities R&R	55,398	0	0	0	0	55,398
Total	55,398	0	0	0	0	55,398

CAPITAL PROJECT DETAIL

PROJECT TITLE

Central Park Docks

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Central Park

MANAGEMENT

Engineering

PROJECT SCOPE

Replace old docks and walkways over the lakes that are or have reached their life expectancy

JUSTIFICATION

Some docks and walkways over Central Park lakes have been repaired as needed over the last 40 years, but now the main supports and stringers are beyond repair and are in need of replacement.

PROJECT COST METHODOLOGY

Based on similar projects

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Docks Removal and Replacement	0	175,000	175,000	150,000	150,000	650,000
Total	0	175,000	175,000	150,000	150,000	650,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-Facilities R&R	0	175,000	175,000	150,000	150,000	650,000
Total	0	175,000	175,000	150,000	150,000	650,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Central Park II Playground Equipment

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Central Park II

MANAGEMENT

Leisure Services

PROJECT SCOPE

Central Park II Playground Equipment Replacement

JUSTIFICATION

This playground is reaching its life expectancy

PROJECT COST METHODOLOGY

Based on similar projects

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Playground Equipment	0	130,000	0	0	0	130,000
Total	0	130,000	0	0	0	130,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-Facilities R&R	0	130,000	0	0	0	130,000
Total	0	130,000	0	0	0	130,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Fire Station Facilities Repairs

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Fire Stations 91, 92, 93, 94

MANAGEMENT

PROJECT SCOPE

Painting of bay walls and ceilings at all stations. Replacement of flooring at Fire Station 93.

JUSTIFICATION

This request is for painting the walls of the fire stations' apparatus bays. Over time, the walls become stained/faded from vehicle exhaust, sunlight, etc. Painting of the ceilings would be with a color that is specific to repelling insects/growth of cobwebs. Carpeting at Fire Station 93 is original to the building and has deteriorated.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Bay and ceiling painting	0	30,000	30,000	0	0	60,000
Flooring Replacement FS 93	0	0	0	15,000	0	15,000
Total	0	30,000	30,000	15,000	0	75,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-Facilities R&R	0	30,000	30,000	15,000	0	75,000
Total	0	30,000	30,000	15,000	0	75,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Riverbend Nature Park Playground

PROJECT#

CATEGORY

Recreation and Cultural Facility Improvement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Riverbend Nature Park

MANAGEMENT

Engineering

PROJECT SCOPE

Playground Replace and Expansion

JUSTIFICATION

The Riverbend Nature Park playground is close to 30 years old and has reached its life expectancy. It is one of the last playgrounds in the City that is composite wood, which is breaking down from age. Due to the expanded use of Riverbend Nature Park from the new mountain bike trail, the current playground should be larger and themed to create a greater and safer experience for its many young users.

PROJECT COST METHODOLOGY

Based on similar projects

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Remove and replace	0	175,000	0	0	0	175,000
Total	0	175,000	0	0	0	175,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-Facilities R&R	0	175,000	0	0	0	175,000
Total	0	175,000	0	0	0	175,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Nova Recreation Batting Cage Repairs

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Nova Recreation

MANAGEMENT

Leisure Services

PROJECT SCOPE

Batting cage repairs

JUSTIFICATION

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Repairs	0	0	30,000	0	0	30,000
Total	0	0	30,000	0	0	30,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Property Taxes-Facilities R&R	0	0	30,000	0	0	30,000
Total	0	0	30,000	0	0	30,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

OBSC Limitless Playground Phase II

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

OBSC

MANAGEMENT

Leisure Services

PROJECT SCOPE

Phase II replacement of playground equipment components

JUSTIFICATION

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Component Replacement	0	0	100,000	0	0	100,000
Total	0	0	100,000	0	0	100,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Property Taxes-Facilities R&R	0	0	100,000	0	0	100,000
Total	0	0	100,000	0	0	100,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

SONC Ballfield Renovations

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

SONC

MANAGEMENT

Leisure Services

PROJECT SCOPE

Renovation of ballfields

JUSTIFICATION

The current softball field is around 45 years old and over the years the clay infield builds up and needs to be extracted and laser graded to be able to continue a safe playing surface.

PROJECT COST METHODOLOGY

Based on similar projects

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Renovations	0	0	125,000	0	0	125,000
Total	0	0	125,000	0	0	125,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-Facilities R&R	0	0	125,000	0	0	125,000
Total	0	0	125,000	0	0	125,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

OBSC Playground & Shade Structure Supports

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

OBSC

MANAGEMENT

Leisure Services

PROJECT SCOPE

OBSC Playground Replacement at Soccer Fields and shade structure supports near soccer fields.

JUSTIFICATION

The playground and shade structure supports are 20 years old and close to its life expectancy.

PROJECT COST METHODOLOGY

Based on similar projects

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Playground Equipment	0	0	0	0	115,000	115,000
Shade Structure Supports	0	0	0	0	75,000	75,000
Total	0	0	0	0	190,000	190,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-Facilities R&R	0	0	0	0	190,000	190,000
Total	0	0	0	0	190,000	190,000

322-LEISURE SERVICES CAPITAL FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

OBSC Softball Field Reconstruction

PROJECT#

CATEGORY

Recreation and Cultural Facility Improvement

FUND

322-Leisure Services Capital Fund

PROJECT LOCATION

OBSC

MANAGEMENT

Engineering

PROJECT SCOPE

Rehabilitate fields

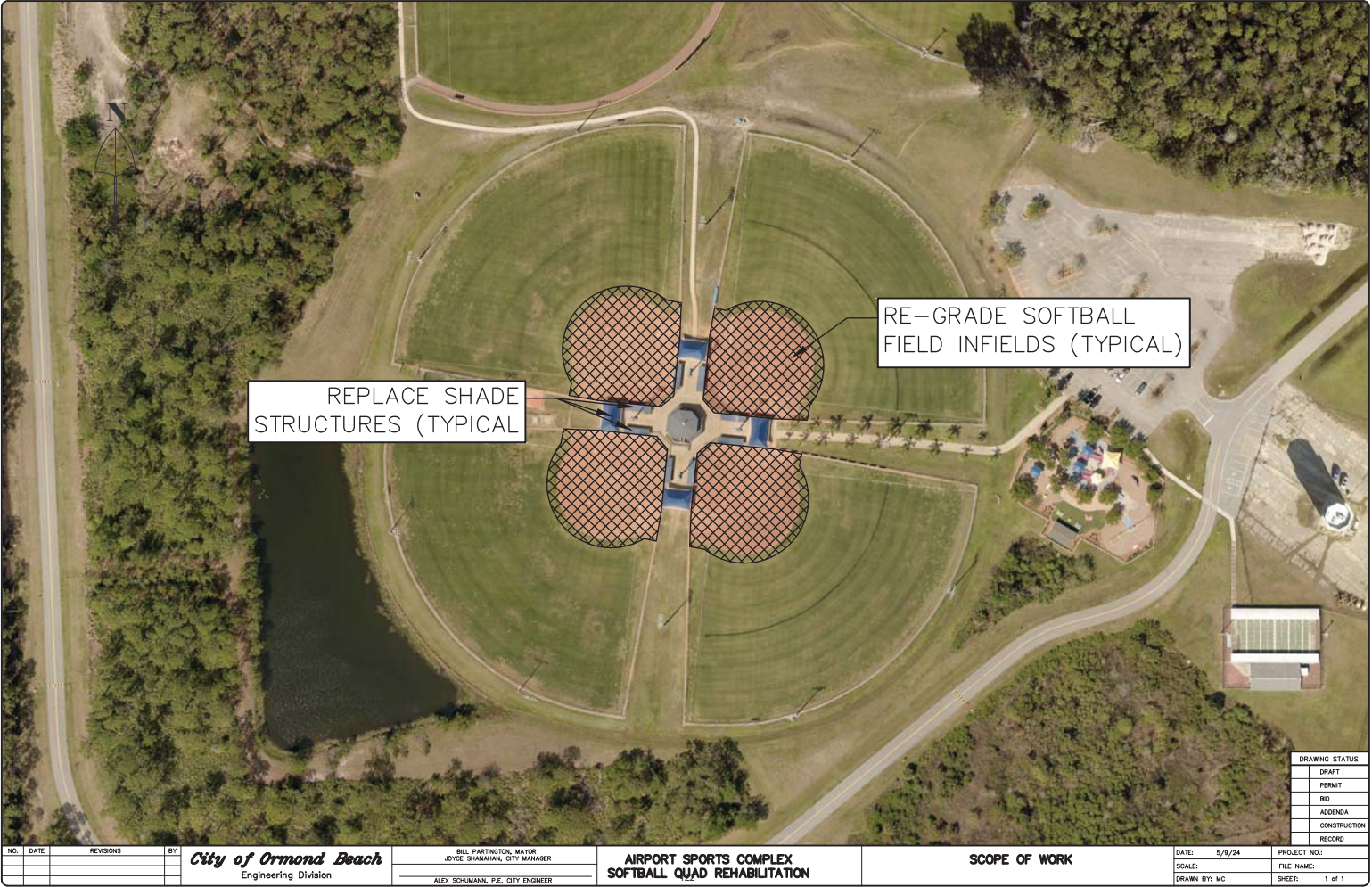
JUSTIFICATION

The fields have reached a point where maintenance of the fields is becoming costly. Refurbishing the fields will result in a more consistent playing surface and help extend the lifespan of the fields. Over time, natural wear and tear, weather conditions, and heavy usage can deteriorate the playing surface. Refurbishment of the fields will enhance play. Additional, replacement of four shade structures and fencing is proposed.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Field Reconstruction	400,000	0	0	0	0	400,000
Shade Structures and Fencing	400,000	0	0	0	0	400,000
Total	800,000	0	0	0	0	800,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-LS	400,000	0	0	0	0	400,000
Echo Grant	400,000	0	0	0	0	400,000
Total	800,000	0	0	0	0	800,000



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

**AIRPORT SPORTS COMPLEX
SOFTBALL QUAD REHABILITATION**

SCOPE OF WORK

DATE: 5/9/24	PROJECT NO.:
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 1 of 1

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDUM
CONSTRUCTION
RECORD

CAPITAL PROJECT DETAIL

PROJECT TITLE

Nova Field #1 Relocation

PROJECT#

CATEGORY

Recreation and Cultural Facility Improvement

FUND

322-Leisure Services Capital Fund

PROJECT LOCATION

Nova Community Center

MANAGEMENT

Engineering/Leisure Services

PROJECT SCOPE

Relocate the field, restroom building and bleachers

JUSTIFICATION

Nova Field #1 is one of the oldest fields in the city. The fields have also reached a point where maintenance of the fields is becoming costlier. This field is separate from the other four fields at Nova Recreation Center which is not an optimal situation for users of the field. In lieu of repairing the existing field, the property could be converted to an alternate use and a new ballfield and amenities would be constructed near fields 2-5, if possible, or at the OBSC.

PROJECT COST METHODOLOGY

Based on similar project costs

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
New Field Construction (at alternate	900,000	0	0	0	0	900,000
Rehab Field #1 (for alternate use)	0	500,000	0	0	0	500,000
Total	900,000	500,000	0	0	0	1,400,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Property Taxes-LS	450,000	500,000	0	0	0	950,000
Echo Grant	450,000	0	0	0	0	450,000
Total	900,000	500,000	0	0	0	1,400,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Central Park Trail Systems

PROJECT#

NA

CATEGORY

Recreation and Cultural Facility Improvement

FUND

322-Leisure Services Capital Fund

PROJECT LOCATION

Central Park

MANAGEMENT

Engineering

PROJECT SCOPE

Construction (3) wooden land bridges, concrete sidewalks, wood boardwalk, perform selective pruning and invasive plant removal. Installation of outdoor amphitheater will be determine when a master plan for the island is designed.

JUSTIFICATION

The EDC was completed in 2016. The existing island, west of the EDC building is the prime location for the first outdoor encounter area within Central Park. Connecting this island with two wooden land bridges will provide connectivity to the existing concrete trail system, allow better pedestrian access within the park and will eliminate the dead-end trail north of Division Avenue. The concrete trail/ elevated boardwalk will provide connectivity from the EDC to the existing elevated wooden walkway to the east where a amphitheater is planned. With recently acquiring the Duncan Property and completion of the Parks & Recreation Master Plan which identifies that 69 percent of Ormond Beach residents want more walking and hiking nature trails. The attached Central Park trail system map, expands this idea by incorporating a 10' wide concrete primary trail which will connect to the existing north & south trails. Future secondary trail systems will branch of the primary which will include boardwalk overlooks and other outdoor amenities.

PROJECT COST METHODOLOGY

Based on actual construction costs to construct wooden land bridges, docks and concrete sidewalk.

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	0	0	1,000,000	0	0	1,000,000
Total	0	0	1,000,000	0	0	1,000,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Central Park Trail Systems

PROJECT#

NA

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Echo Grant	0	0	500,000	0	0	500,000
Property Taxes-LS	0	0	500,000	0	0	500,000
Total	0	0	1,000,000	0	0	1,000,000

408-WATER WASTEWATER VEHICLE AND EQUIPMENT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Vehicle Replacement-Water & WWW

PROJECT#

408VEH

CATEGORY

Vehicle and Equipment Replacement

FUND

408-Water and Wastewater Vehicle Repl.

PROJECT LOCATION

Various City Departments

MANAGEMENT

Fleet

PROJECT SCOPE

The project involves the continued implementation of a comprehensive vehicle replacement schedule for the City's fleet. Vehicles beyond the first year of the program will be evaluated at the appropriate time. These vehicles are being shown for scheduling purposes only and will not necessarily be replaced in the year shown.

JUSTIFICATION

The replacement schedule has been designed to replace vehicles which have been identified by the Fleet Manager as: 1) incurring the greatest maintenance expense over the life of the vehicle, 2) reaching or exceeding their expected life in terms of age, and 3) having relatively high mileage. The benefits of the replacement program are reflected in the reduction of the City's Fleet Maintenance operating and labor costs, as well as lower vehicle downtime which in turn increases service availability to the community.

PROJECT COST METHODOLOGY

State contract pricing.

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Vehicle Replacement	695,000	0	0	0	0	695,000
Total	695,000	0	0	0	0	695,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Water & Sewer Charges	695,000	0	0	0	0	695,000
Total	695,000	0	0	0	0	695,000

CIP Work Sheet FY 2025-26

Description	Year	Department	#	2025-26
CHEV SILVERADO	2008	Utility Billing	336	45,000
FORD 3/4 TON,UTILITY	2013	Water Prod	317	60,000
YALE FORKLIT	2006	Water Prod	333	60,000
CHEV 3/4TON PICK UP	2008	Water Prod	376	55,000
ADDITION-VACUUM TRAILER		Water Distribution		120,000
FORD F350	2016	WW Collections	316	75,000
INTERNATNL 4300 TANKER	2012	WW Collections	354	180,000
CHEV 2500	2011	WW Collections	358	85,000
CARGO TRAILER	2000	WW Collections	E458	15,000
Total Water & Wastewater				695,000

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 336	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 0304 Utility Billing	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.	17	2008 Chevrolet Silverado
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.	14	135,205
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.	3	Vehicle shows normal wear for its age, with faded paint, minor scratches, surface rust on frame. Anticipate drivetrain repairs due to the higher mileage.
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	Used daily by meter reader Supervisor and call outs.
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.	2	To date vehicle has been reliable, with normal maintenance issues.
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 \$16,918.00 total \$33,240.66 LTD M&R 190% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	45	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:317	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.:3021 Water Production	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	2013 Ford F-250
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.	9	91,797
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.	3	Vehicle shows normal wear with faded paint and some surface rust on frame and bumpers.
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'.	3	Daily Use
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	Vehicle has been reliable with normal maintenance issues.
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.	4	Purchase Price \$24,835.00 total \$18,082.21LTD M&R 73% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	35	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:333	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.:3021 Water Production	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.	19	2006 Yale Forklift
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.	1	1,153 hrs
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.	3	Vehicle is worn, faded paint and surface rust
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'.	3	Daily Use
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	Vehicle has recently needed extensive repairs.
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.	4	Purchase Price \$24,541 total \$21,674.71 LTD M&R 88% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	34	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:376	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.:3021 Water Production	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.	17	2008 Chevrolet 3500
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.	13	129,818
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.	3	Vehicle is worn condition with scratches and surface rust in areas
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'.	3	Daily Use
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.	2	Vehicle has been reliable with normal maintenance issues.
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 \$18,525.00 total \$19,122.13 LTD M&R 103% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	43	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:316	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3024 Wastewater Coll	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.	9	2016 Ford F-350
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.	14	140,192
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.	3	Vehicle is worn condition with dents on body and rust on bumpers..
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	Daily Use
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.	5	Vehicle has been coming in frequently for various repairs.
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.	2	Purchase Price \$30,309 total \$23,387.65. LTD M&R 77% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	37	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:354	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3024 Wastewater Coll	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.	13	2012 International Dump Truck
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.	5	7,073 hrs
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.	3	Vehicle is worn condition with scratches, faded paint, surface rust on frame and bed.
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'.	3	Weekly use
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.	3	Vehicle has been coming into shop more frequently.
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.	2	Purchase Price \$123,116 total \$53,829 LTD M&R 43% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	29	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle:358	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3024 Wastewater Coll	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.	14	2011 Chevrolet 2500
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	98,027
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.	2	Vehicle is in fair condition with normal wear.
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'.	2	Weekly use
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.	2	Has been a reliable vehicle, with normal maintenance issues.
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.	1	Purchase Price \$23,079.00 total \$8,903.00 LTD M&R 39% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	31	(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

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: E 458	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 3024 Wastewater Coll	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.	20	2000 A-OK Cargo Trailer
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.	5	N/A
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.	3	Trailer is very worn, floor is rotted out and axles & frame are rusted.
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'.	2	Used for emergency call outs
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.	3	Trailer has not needed any extensive mechanical repairs, however is not safe to use anymore due to condition of flooring and frame.
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 \$3,510.00 total \$3,980.00 LTD M&R 113% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	38	(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



**409-WATER WASTEWATER CAPITAL IMPROVEMENT FUND
ANNUAL PROJECTS**

CAPITAL PROJECT DETAIL

PROJECT TITLE

Existing Wellfield Repair Program

PROJECT#

CATEGORY

Water System Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

City Service Area

MANAGEMENT

Utilities

PROJECT SCOPE

Rehabilitation of raw water wells throughout the City's Service Area

JUSTIFICATION

The City currently operates 40 raw water wells within its service area. These wells require routine maintenance and repair work in order to maintain their capabilities of delivering an adequate supply of water to the Water Treatment Plant.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Rehabilitation of Existing Wells	150,000	150,000	150,000	150,000	150,000	750,000
Total	150,000	150,000	150,000	150,000	150,000	750,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Water & Sewer Charges	150,000	150,000	150,000	150,000	150,000	750,000
Total	150,000	150,000	150,000	150,000	150,000	750,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Fire Hydrant and Valve Expansion Program

PROJECT#

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

City Service Area

MANAGEMENT

Utilities

PROJECT SCOPE

Installation of fire hydrants and valves throughout the City's service area

JUSTIFICATION

Current Land Development Code (LDC) standards dictate the installation of a fire hydrant on potable lines every 500 lineal feet and valves on any utility transmission mains every 1,000 lineal feet. These standards were implemented to provide adequate fire protection and also to reduce the amount of customers affected during any utility outage. These standards, however, are not currently reflected in the regions of the City's service area that were constructed prior to the standards being implemented. This program is intended to allow the City to add or replace fire hydrants and valves in these regions to bring these non-conforming sections up to current standards.

PROJECT COST METHODOLOGY

Staff Estimates and historical costs

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	175,000	175,000	175,000	175,000	175,000	875,000
Total	175,000	175,000	175,000	175,000	175,000	875,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Water & Sewer Charges	175,000	175,000	175,000	175,000	175,000	875,000
Total	175,000	175,000	175,000	175,000	175,000	875,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Force Main Replacement Program

PROJECT#

CATEGORY

Wastewater System Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

Entire Service Area

MANAGEMENT

Utilities

PROJECT SCOPE

Replacement program aimed at replacing active force mains throughout the City's service area that are nearing the end of their intended service life

JUSTIFICATION

The City's wastewater force main system is comprised of approximately 500,000 lineal feet of piping, ranging in size from 2-inches to 20-inches. These force mains vary in age range and condition throughout the City's service area. In order to properly maintain the wastewater system and minimize interruptions to the utility's customers, the utility department is requesting funds to replace mains as they near the end of their intended service life.

PROJECT COST METHODOLOGY

Recent project bid prices and CMAR quotes

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Design	100,000	100,000	100,000	100,000	100,000	500,000
Construction	0	900,000	900,000	900,000	900,000	3,600,000
Total	100,000	1,000,000	1,000,000	1,000,000	1,000,000	4,100,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Water & Sewer Charges	100,000	1,000,000	1,000,000	1,000,000	1,000,000	4,100,000
Total	100,000	1,000,000	1,000,000	1,000,000	1,000,000	4,100,000

Budget Request Items	Priority (Low, Med, High)	Cost	Justification
CIP Projects			
Wastewater FM			
Replace 12" DIP force main on Riverside Dr.	HIGH	\$ 1,275,000.00	Based on available information this force main was in poor condition prior to 2016. It ruptured and flooded a customer's house on Riverside Dr. when staff attempted to put the Granada river crossing online. Pipe was installed in 1978 and is over 40 years old. From 10/7/2022 to 11/19/2023 the force main has been repaired four more times.
Replace and upsize 8" C900 force main at Breakaway Trails.	HIGH	\$ 650,000.00	This is a C900 line that goes from Breakaway Trails to Airport Rd. This pipe was installed in 1997. the structure of the pipe has been compromised.
Replace and upsize 4" DIP force main from LS 201 (1M) to Fred Gamble	HIGH	\$ 250,000.00	This is a 4" DIP line that runs from LS 201 (1M) to the manhole at Fred Gamble Way and Fleming Ave. This line has severe corrosion which has reduced the carrying capacity greatly.
Redesign and replace force main configuration at John Anderson Dr. and Dormont Dr.	MEDIUM	\$ 250,000.00	Emergency repairs were made 9/30/19 using water fittings. Include removing 12" plug valve at Ann Rustin and Halifax. Also replace 10" gate valve at south side of pig port at Oceanshore & Spanish Waters.
Replace and upsize 20" Subaqueous DIP force main at Melrose Park.	MEDIUM	\$ 2,125,000.00	This is a DIP line that is crossing the Halifax River at Melrose Park. This pipe was installed in 1987. If this line were to fail we would have no way to transfer sewage from the Peninsula to the WRF.
Install new force main (16"?) on Hand Ave. to Misner's Branch	MEDIUM	\$ 1,500,000.00	The 8" & 12" force mains could be combined at Clyde Morris and Hand Ave. into a new force main that would discharge at lift station 5M. This would remove the need to move a large volume of wastewater through residential gravity systems. The benefit being less deterioration to the gravity collection system and less odor complaints from the customers.
Intercept, redirect and upsize 4" force main on Granada Blvd to Yoon Way.	LOW	\$ 500,000.00	This force main currently takes the wastewater from 11 private commercial lift stations and directs them through a residential area. By intercepting this force main and redirecting into the 12" force main on Clyde Morris Blvd., we benefit with less deterioration in the gravity system, less odor complaints and less chance of flooding homes during a catastrophic event.
Reclaimed			
Replace and upsize 16" Subaqueous DIP Reclaimed main at Melrose Park.	HIGH	\$ 1,875,000.00	This line was repaired in August of 2020 due to 3 holes discovered in the pipe caused by deterioration. This is the only reclaimed line that can provide reclaimed water to the Peninsula. This line was installed in 1990. Visual inspection indicates that pipe is badly corroded.
Replace and upsize various diameter Airport Rd Reclaimed Transmission Line	MEDIUM	\$4,000,000.00	The existing transmission mains are a amalgamation of repurposed force mains varying in size from 6" to 16" PVC & DIP pipe some running in parallel. Recommend that this line be upsized to a 24" PVC main to provide more reliable reclaimed water to the West Ormond Service Area and remove pipes that may be at the end of their service life. At this time a dedicated fill line could be provided to the Shadow Crossing Pumping station and eliminate the need to fill that tank from Breakaway Trail Pumping Station. This line could also be the link between the Orchard St Pumping Station and any future West Ormond WRF.
Install new residential reclaimed line on the S. Peninsula to complete the system.	LOW	\$2,550,000	There are approximately 10-12 streets on the s. peninsula that do not have reclaimed water. This project would complete the reclaimed distribution system to the south City limits.

CAPITAL PROJECT DETAIL

PROJECT TITLE

General Facility and System Upgrades

PROJECT#

409221/409222

CATEGORY

Wastewater System Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

Water Plant & Reclamation Facility

MANAGEMENT

Utilities

PROJECT SCOPE

An annual allocation to fund critical equipment repairs and scheduled replacement at the Water Treatment Plant and Water Reclamation Facility

JUSTIFICATION

In order for the City to remain reliable and efficient in the operation and maintenance of its water and wastewater system, reoccurring maintenance of critical equipment replacement at the WTP and WRF is necessary. Equipment replacement examples include, but are not limited to: pumps, motors, gear boxes, valves, mixers, instrumentation, SCADA equipment, recycle and transfer pump stations, clarifiers, sludge return pump building, filters, chemical storage items, generator components, structure rehabilitation, and safety components (such as hand railings, non-skid grating and stairs).

PROJECT COST METHODOLOGY

Historical expenditures and Cost Estimates

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Upgrades-Water 409221	550,000	550,000	550,000	550,000	550,000	2,750,000
Upgrades-Wastewater 409222	550,000	550,000	550,000	550,000	550,000	2,750,000
Total	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	5,500,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Water & Sewer Charges	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	5,500,000
Total	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	5,500,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Lead Service Line Program

PROJECT#

CATEGORY

Water System Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

Entire City Service Area

MANAGEMENT

Utilities

PROJECT SCOPE

Verification and potential replacement of service line material as required by the EPA's Lead Service Line Replacement Program

JUSTIFICATION

All public water systems throughout the United States are required to provide an inventory list to the EPA and DOH showcasing the conditions of pipe materials on the City side and on the Customers side. An initial inventory list was submitted in October of 2024. This list contained unknowns due to historical records not being readily available for all customer services throughout the City's service area. This project is aimed at hiring a 3rd party Contractor to dig up and expose the service lines and gather evidence as required in EPA's published guidelines. This outside contractor investigation component could be done by Staff if additional water distribution employees were hired. This item also includes an approximate cost for 1,000 service line replacements beginning in 2027 moving forward. Staff will continue to monitor this program as EPA's requirements get clarified in the coming months.

PROJECT COST METHODOLOGY

Recent bid prices and engineer estimates

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	Total 2025-26 to 2029-30
Investigate Service Lines	200,000	200,000	200,000	200,000	0	800,000
Total	200,000	200,000	200,000	200,000	0	800,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	Total 2025-26 to 2029-30
Water & Sewer Charges	200,000	200,000	200,000	200,000	0	800,000
Total	200,000	200,000	200,000	200,000	0	800,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Lift Station Rehabilitation

PROJECT#

409231

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

WW Collection System - Various

MANAGEMENT

Utilities

PROJECT SCOPE

Rehabilitation of wastewater lift station wetwell and valve vault structures and replacement of lift station electrical and mechanical equipment throughout the City's Service Area.

JUSTIFICATION

In order for the City to encourage reliable and efficient operation and maintenance of its wastewater collection system, City staff plan and schedule improvements of lift stations on a regular basis. The 2015 Water/Wastewater Master Plan Update identified specific needs and established a priority for implementation of the City lift station system rehabilitative needs. Additionally, operations staff assesses current year facility operations and makes determination as to the level of rehabilitation necessary to effect efficient operations. Periodic power service and pump upgrades are recommended based upon increased pressure conditions encountered in adjacent force main systems serving the area.

PROJECT COST METHODOLOGY

Recent Projects Bids and Staff provided Costs

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Lift Station 4P Rehabilitation	1,383,362	0	0	0	0	1,383,362
Future Lift Station Rehabilitation	0	600,000	600,000	600,000	600,000	2,400,000
Annual Pump Replacement	0	325,000	325,000	325,000	325,000	1,300,000
Total	1,383,362	925,000	925,000	925,000	925,000	5,083,362

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Water & Sewer Charges	1,383,362	925,000	925,000	925,000	925,000	5,083,362
Total	1,383,362	925,000	925,000	925,000	925,000	5,083,362

CAPITAL PROJECT DETAIL

PROJECT TITLE

Manhole Rehabilitation Program

PROJECT#

CATEGORY

Wastewater System Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

Throughout Service Area

MANAGEMENT

Utilities

PROJECT SCOPE

Rehabilitation of manholes throughout the City's Service Area

JUSTIFICATION

There are in excess of 4,100 public manholes in the sanitary collection system. Based upon field observation, City staff believe approximately 550 manholes are in need of repair. Manhole repair operations would include, but not be limited to, plugging leaks, removing loose material, removing tree roots, overall cleaning, and installation of a cementitious liner product to protect the manhole against hydrogen sulfide (H₂S) gas commonly found in collection systems. Staff currently believes the cost per manhole rehabilitation will average \$5,000 per manhole when contracted out. Staff does not currently have the ability to repair manholes in house. Rehabilitating these manholes will also decrease the likelihood of roadway failure in the vicinity of the manholes.

PROJECT COST METHODOLOGY

Staff Estimates and historical costs

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	150,000	150,000	150,000	150,000	150,000	750,000
Total	150,000	150,000	150,000	150,000	150,000	750,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Water & Sewer Charges	150,000	150,000	150,000	150,000	150,000	750,000
Total	150,000	150,000	150,000	150,000	150,000	750,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Meter Set Installation

PROJECT#

409178

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

Distribution System - City Wide

MANAGEMENT

Utilities Division

PROJECT SCOPE

Estimated new meter set purchases for both residential and commercial applications. Purchase of repair and replacement equipment for meter components, which includes yoke bars, valve, dual checks, meter boxes, registers, and expanders. Estimated Commercial Meter Assembly Needs: 3/4" (100 ea.), 1" (25 ea.), 1-1/2" - 2" (25 ea.), 3" (5 ea.), 4" & above (5 ea.). Estimated Residential Meter Assembly Needs to include irrigation meter requests: 3/4 - 1" (600 ea.).

JUSTIFICATION

New meter assemblies are required to be purchased, for installation by distribution system crew staff, for all new residential and commercial development project requests during the annual period. New commercial and residential meter assembly requests fluctuate from year to year and staff has estimated the anticipated meter purchasing needs for the upcoming year. Future year needs will be adjusted based upon rate of development indicators. Additionally, meter assembly replacement needs are also currently funded from this budget allocation.

PROJECT COST METHODOLOGY

Recent meter assembly purchase prices and current agreement with Ferguson Waterworks (Neptune) Meters.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Residential Meter Assemblies - 3/4"	200,000	100,000	100,000	100,000	100,000	600,000
Commercial Meters Assemblies -	60,000	60,000	60,000	60,000	60,000	300,000
Electronic Register R/R	10,000	10,000	10,000	10,000	10,000	50,000
Total	270,000	170,000	170,000	170,000	170,000	950,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Water & Sewer Charges	270,000	170,000	170,000	170,000	170,000	950,000
Total	270,000	170,000	170,000	170,000	170,000	950,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Pretreatment Effluent Pump Replacement

PROJECT#

409177

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

West Ormond Low Pressure Sewer System

MANAGEMENT

Utilities

PROJECT SCOPE

Intended rehabilitation efforts include replacement of approximately 50 low-pressure effluent pump systems per year with more durable cast iron pumps in the West Ormond low pressure sewer system. Additionally, the project includes rehabilitation of approximately 25 systems to include necessary tank and riser repairs and pump replacement. The project also includes an estimated 10 new PEP System installation per year for developing lots

JUSTIFICATION

The wastewater system in a portion of West Ormond (HR/ BAT areas) utilizes a low pressure pump to pump wastewater after primary treatment from each home's pretreatment effluent tank system consisting of approximately 1,600 PEP tanks. The original and historic replacement pumps have exhibited a relatively short life cycle ranging from 3 to 5 years. The tank itself has a life expectancy of 15 years and many tanks are at that age now.

Several original low-pressure pumps, Type E-3 and Type ME-40 were made of less durable materials and were replaced over the years with a more durable pump system. The expected life of the replacement pumps, Tsurumi 4-PSHA are found to add 3 plus years of useful life than previous models used. The PEP tank rehabilitation costs include removal of accumulated solids and replacement of components found deteriorated to include: electrical junction and control box, pump and chamber, float, riser and redundant check valve.

PROJECT COST METHODOLOGY

Updated PEP System Tank, Components and Pump Quotations from existing and interested vendors

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
PEP System Rehabilitation	235,000	235,000	235,000	235,000	235,000	1,175,000
PEP System Tank Systems	65,000	65,000	65,000	65,000	65,000	325,000
Total	300,000	300,000	300,000	300,000	300,000	1,500,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Pretreatment Effluent Pump Replacement

PROJECT#

409177

REVENUE

Water & Sewer Charges

Total

2025-26

2026-27

2027-28

2028-29

2029-30

Total
2025-26
to
2029-30

300,000

300,000

300,000

300,000

300,000

1,500,000

300,000

300,000

300,000

300,000

300,000

1,500,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Sanitary Sewer Inflow Infiltration

PROJECT#

409179

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

Wastewater Collection System

MANAGEMENT

Engineering

PROJECT SCOPE

City-wide Sanitary Sewer investigation and repair project be undertaken to address Infiltration and inflow.

JUSTIFICATION

Inflow and infiltration can result in surcharging of sewer lines, hydraulic overload of the pump stations and inadequate treatment at the plant because of the increased hydraulic loading. In economic terms, the effects of inflow and infiltration result in the City incurring additional costs to collect, pump, treat and dispose of surface water and groundwater that are flowing into the system. Furthermore, I/I reductions can extend the capacity life of the facility by reducing unnecessary groundwater and surface water flows to the collection system. Based upon recent permit renewal for the City's Water Reclamation Facility, FDEP is requiring jurisdictions to conduct an investigation survey on 25% of their wastewater system over a five year period. As such, this budget item includes investigation and rehabilitation efforts to meet permit requirements.

PROJECT COST METHODOLOGY

Updated Master Plan. Actual pipeline repair costs will be determined once gravity sewer pipeline investigation work is completed.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Sewer System Inspection	450,000	450,000	450,000	450,000	450,000	2,250,000
Reline and Restoration	400,000	400,000	400,000	400,000	400,000	2,000,000
Total	850,000	850,000	850,000	850,000	850,000	4,250,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Water & Sewer Charges	850,000	850,000	850,000	850,000	850,000	4,250,000
Total	850,000	850,000	850,000	850,000	850,000	4,250,000

409-WATER WASTEWATER CAPITAL IMPROVEMENT FUND
CAPITAL (NON-RECURRING)

CAPITAL PROJECT DETAIL

PROJECT TITLE

Halifax River Utility Crossing

PROJECT#

435043

CATEGORY

Wastewater System Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Halifax River at Granada

MANAGEMENT

Engineering

PROJECT SCOPE

Construct a force main and reclaimed main across the Halifax River

JUSTIFICATION

The existing collection system includes two river force main crossings. The existing force main located near Granada is ductile iron and was installed in 1981 according to City records. As such, the existing line is at the end of its intended service life and should be replaced. Constructing a new secondary force main is essential for the City to maintain wastewater service to the beachside customers. Senate Bill 64 mandates a full reduction of discharge of treated wastewater effluent to water bodies within the next decade. As such, a second transmission line for reclaimed water across the Halifax River is proposed.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction-Reclaimed	2,900,000	0	0	0	0	2,900,000
Construction-Force Main	2,550,000	0	0	0	0	2,550,000
CEI Services-Reclaimed	150,000	0	0	0	0	150,000
CEI Services-Force Main	80,000	0	0	0	0	80,000
Total	5,680,000	0	0	0	0	5,680,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Bond Proceeds	5,680,000	0	0	0	0	5,680,000
Total	5,680,000	0	0	0	0	5,680,000

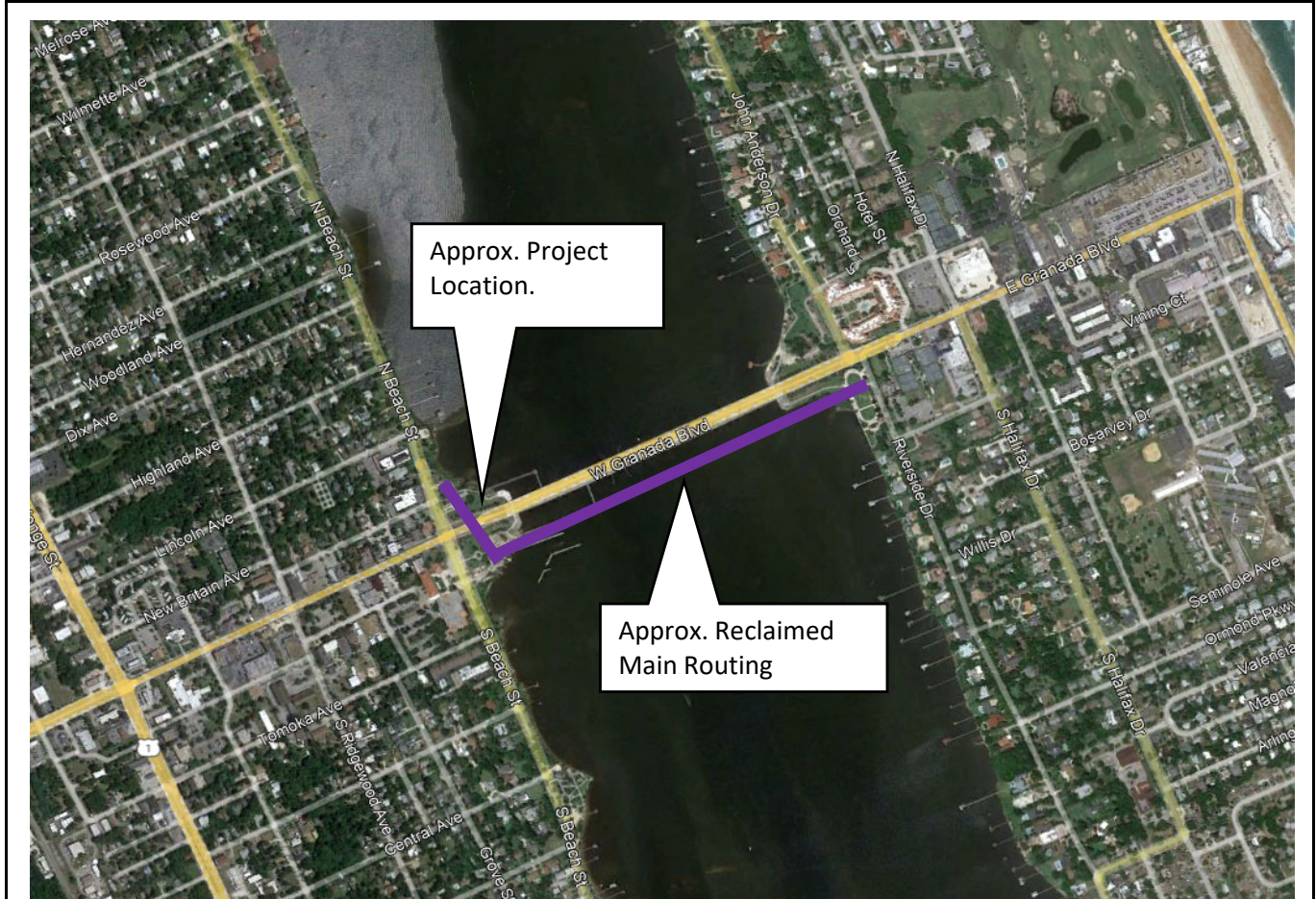
Halifax River Force Main Crossing - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	24-inch Force Main	3,400	LF	\$300	\$1,020,000
2	Valves and Fittings	1	LS	\$160,000	\$160,000
3	Tie-Ins	2	EA	\$50,000	\$100,000
4	As-builts and Restoration	2	EA	\$125,000	\$250,000
Construction Sub-Total					\$1,530,000
Contingency @ 20%					\$306,000
Engineering Design and CEI @ 15%					\$229,500
Total Estimated Project Cost					\$2,065,500



Secondary Reclaimed Crossing - Preliminary Cost Estimate - 2023

Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	24-inch Reclaimed Water Main	3,400	LF	\$300	\$1,020,000
2	Valves and Fittings	1	LS	\$160,000	\$160,000
3	Electrical Conduit Install	3,400	LF	\$85	\$289,000
4	Tie-Ins	2	EA	\$50,000	\$100,000
5	As-builts and Restoration	2	EA	\$125,000	\$250,000
Construction Sub-Total					\$1,819,000
Contingency @ 20%					\$363,800
Engineering Design and CEI @ 15%					\$272,850
Total Estimated Project Cost					\$2,455,650

Secondary Reclaimed Crossing - Approximate Project Location



CAPITAL PROJECT DETAIL

PROJECT TITLE

Public Works Generator

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Public Works

MANAGEMENT

Engineering

PROJECT SCOPE

Furnish and install 300 kW generator at Public Works.

JUSTIFICATION

The current generator at Public Works is insufficient to run the entire facility. During severe weather incidents, this large capacity generator will be used to facilitate the administration and workers residing at Public Works.

PROJECT COST METHODOLOGY

Florida Sheriff's Contract and Previous Quoting

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	245,000	0	0	0	0	245,000
Enclosure	60,000	0	0	0	0	60,000
Installation	20,000	0	0	0	0	20,000
Transfer Switch	15,000	0	0	0	0	15,000
Design	10,000	0	0	0	0	10,000
Total	350,000	0	0	0	0	350,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Water & Sewer Charges	350,000	0	0	0	0	350,000
Total	350,000	0	0	0	0	350,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Public Works Renovation

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Public Works

MANAGEMENT

Engineering

PROJECT SCOPE

Renovate Public Works to include commercial kitchen, additional storage, extended walkway and the addition of a secondary access road to the facility.

JUSTIFICATION

The public works building is in need of renovation; including a commercial grade kitchen, improved storage, and an extended walkway to the parking area. This will improve amenities when workers are present for severe storm conditions. There is a large oak tree directly in front of the lone vehicle entrance that could, in severe weather, fall and prevent entry to the facility. As such, a secondary access road is proposed.

PROJECT COST METHODOLOGY

Engineer's Cost Estimate

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	750,000	0	0	0	0	750,000
Design	100,000	0	0	0	0	100,000
Total	850,000	0	0	0	0	850,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Water & Sewer Charges	850,000	0	0	0	0	850,000
Total	850,000	0	0	0	0	850,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

WRF Filter Modifications

PROJECT#

CATEGORY

Wastewater System Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Water Reclamation Facility

MANAGEMENT

Utilities

PROJECT SCOPE

Replacement of current sand filters with three dimensional cloth media increasing wetted surface area and allowing increased filtration capacity.

JUSTIFICATION

The Water Reclamation Facility Condition Assessment Report prepared by Mead Hunt in April, 2020 identified this project as a critical improvement to the facility. The current sand filters require extensive maintenance due to their age and technology. Cloth media filters have been developed in recent years that reduce the levels of maintenance necessary for operation while increasing efficiency. Filtration of the effluent is a critical process step prior to distributing into the reclaimed water system or discharging into the Halifax River.

PROJECT COST METHODOLOGY

Utility Master Plan and Recent Design Estimate

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction	5,900,000	0	0	0	0	5,900,000
CEI Services	200,000	0	0	0	0	200,000
Design	0	0	0	0	0	0
Total	6,100,000	0	0	0	0	6,100,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Bond Proceeds	6,100,000	0	0	0	0	6,100,000
Total	6,100,000	0	0	0	0	6,100,000

90% OPINION OF PROBABLE CONSTRUCTION COSTS

FOR

WRF Filter Upgrades

ORMOND BEACH, FL

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
GENERAL					
1	Mobilization/General Conditions	LS	1	\$ 578,000.00	\$ 578,000.00
2	Project Closeout/As-Built Drawings	LS	1	\$ 10,000.00	\$ 10,000.00
3	Insurance and Bonds	LS	1	\$ 60,000.00	\$ 60,000.00
4	Preconstruction Video	LS	1	\$ 2,000.00	\$ 2,000.00
5	Construction Testing	LS	1	\$ 10,000.00	\$ 10,000.00
6	Existing Filter Demolition, including but not limited to: - Sand Media - Associated pumps - Internal Piping and associated valves - Electrical and associated conduit/piping	LS	1	\$ 100,000.00	\$ 100,000.00
7	Structural Demolition (Including but not limited to concrete walls, railings, etc.)	LS	1	\$ 50,000.00	\$ 50,000.00
8	Erosion and Sediment Control	LS	1	\$ 5,000.00	\$ 5,000.00
9	Construction Restorations - (Site cleanup)	LS	1	\$ 5,000.00	\$ 5,000.00
PROPOSED IMPROVEMENTS					
10	Concrete Walls	LS	1	\$ 50,000.00	\$ 50,000.00
11	Platforms & Railings	LS	1	\$ 50,000.00	\$ 50,000.00
12	Cap & Grout Existing Influent Piping	LS	1	\$ 30,000.00	\$ 30,000.00
13	Cap & Grout Existing Effluent Piping	LS	1	\$ 30,000.00	\$ 30,000.00
14	Cap & Grout Existing Waste Drain	EA	2	\$ 3,000.00	\$ 6,000.00
15	Adjustable Weir	EA	4	\$ 75,000.00	\$ 300,000.00
16	5.5' x 7' Slide Gate	EA	1	\$ 50,400.00	\$ 50,400.00
17	5.5' x 7' Stop Gate	EA	1	\$ 10,000.00	\$ 10,000.00
18	(2) 1660 Aquadiamond Cloth Media Filters - All equipment (cloth, pumps, valves, actuators, electrical equipment, etc.) -Installation -Freight -Aquadiamond Start-up services	LS	1	\$ 4,206,000.00	\$ 4,206,000.00
19	Connect to Existing Drain Piping	EA	2	\$ 25,000.00	\$ 50,000.00
20	Canopy	EA	2	\$ 100,000.00	\$ 200,000.00
21	Electrical and I&C Installation	LS	1	\$ 480,000.00	\$ 480,000.00
22	Bypass Operations	LS	1	\$ 75,000.00	\$ 75,000.00
CONSTRUCTION GRAND TOTAL					\$ 6,357,400.00

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

CAPITAL PROJECT DETAIL

PROJECT TITLE

North US1 Utility Adjustments

PROJECT#

CATEGORY

Wastewater System Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

North US1 near I-95

MANAGEMENT

Utilities

PROJECT SCOPE

Installation and Relocation of Utilities in the North US1 region near the proposed I-95 interchange

JUSTIFICATION

City staff have been informed that FDOT plans on modifying the I-95 interchange in the coming years. As a result, the City will likely be required to relocate utilities in the immediate vicinity. Additionally, due to projected developments along the north US1 corridor, it would be financially advantageous for the City to consider installing a secondary force main in the region at the same time. This project, however, is still in the conceptual phase.

PROJECT COST METHODOLOGY

Staff Estimates.

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Design	0	173,511	0	0	0	173,511
Construction	0	0	1,330,251	0	0	1,330,251
Total	0	173,511	1,330,251	0	0	1,503,762

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
FDOT Reimbursement	0	173,511	1,330,251	0	0	1,503,762
Total	0	173,511	1,330,251	0	0	1,503,762

**FPN#4197723 I-95 at US-1 Interchange Reconstruction City of Ormond Beach Utility
Conflict Relocation Estimate**

Conflict	Utility	Type	Size	Length	Pipe Unit Cost	Additional Costs*	Total Cost
12	FM	PVC	8	20	\$ 240.00	\$ 9,000.00	\$ 13,800.00
15	WM	PVC	12	595	\$ 300.00	\$ 16,000.00	\$ 194,500.00
18	FM	PVC	8	20	\$ 240.00	\$ 9,000.00	\$ 13,800.00
19	WM	PVC	12	20	\$ 300.00	\$ 12,000.00	\$ 18,000.00
21	WM	PVC	12	20	\$ 300.00	\$ 12,000.00	\$ 18,000.00
23	WM	PVC	12	20	\$ 300.00	\$ 12,000.00	\$ 18,000.00
25	WM	PVC	12	20	\$ 300.00	\$ 12,000.00	\$ 18,000.00
27	FM	PVC	8	20	\$ 240.00	\$ 9,000.00	\$ 13,800.00
28	FM	PVC	8	20	\$ 240.00	\$ 9,000.00	\$ 13,800.00
29	WM	PVC	12	20	\$ 300.00	\$ 12,000.00	\$ 18,000.00
31	FM	PVC	8	20	\$ 240.00	\$ 9,000.00	\$ 13,800.00
32	WM	PVC	12	20	\$ 300.00	\$ 12,000.00	\$ 18,000.00
34	WM	PVC	12	20	\$ 300.00	\$ 12,000.00	\$ 18,000.00
36	WM	PVC	2	20	\$ 160.00	\$ 6,500.00	\$ 9,700.00
37	WM	PVC	12	20	\$ 300.00	\$ 12,000.00	\$ 18,000.00
46	WM	PVC	12	20	\$ 300.00	\$ 12,000.00	\$ 18,000.00
48	FM	PVC	6	822	\$ 220.00	\$ 7,000.00	\$ 187,840.00
50	WM	PVC	12	600	\$ 300.00	\$ 16,000.00	\$ 196,000.00
55	WM	DIP	12	20	\$ 320.00	\$ 15,000.00	\$ 21,400.00
58	WM	DIP	12	20	\$ 320.00	\$ 15,000.00	\$ 21,400.00
59	FM	PVC	4	20	\$ 320.00	\$ 7,000.00	\$ 13,400.00
60	WM	PVC	8	20	\$ 240.00	\$ 9,000.00	\$ 13,800.00
69	WM	DIP	12	20	\$ 320.00	\$ 15,000.00	\$ 21,400.00
71	WM	DIP	12	120	\$ 320.00	\$ 16,000.00	\$ 54,400.00
74	WM	DIP	16	20	\$ 370.00	\$ 18,000.00	\$ 25,400.00
79	WM	DIP	12	100	\$ 320.00	\$ 16,000.00	\$ 48,000.00
80	RU	PVC	3	20	\$ 300.00	\$ 6,500.00	\$ 12,500.00
84	WM	DIP	16	20	\$ 370.00	\$ 18,000.00	\$ 25,400.00
88	RU	PVC	2	20	\$ 160.00	\$ 6,500.00	\$ 9,700.00
92	WM	PVC	12	20	\$ 300.00	\$ 12,000.00	\$ 18,000.00
114	RU	PVC	3	20	\$ 200.00	\$ 6,500.00	\$ 10,500.00
115	RU	PVC	3	20	\$ 200.00	\$ 6,500.00	\$ 10,500.00
116	RU	PVC	3	20	\$ 200.00	\$ 6,500.00	\$ 10,500.00
118	WM	DIP	12	20	\$ 320.00	\$ 15,000.00	\$ 21,400.00
*MOB, MOT, SURVEY, FITTINGS, OVERHEAD, ETC						TOTAL	\$ 1,156,740.00
						CONTINGENCY 15%	\$ 173,511.00
Design Fee Based on 15% of Estimated Construction Costs						DESIGN FEES	\$ 173,511.00

CAPITAL PROJECT DETAIL

PROJECT TITLE

Pep Tank Elimination

PROJECT#

CATEGORY

Wastewater System Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Breakaway Trails

MANAGEMENT

Utilities

PROJECT SCOPE

Elimination of Pep Tank Systems in the City's Service Area

JUSTIFICATION

There are approximately 1,650 PEP tank systems in the City's sanitary collection system. These systems are maintenance intensive for City staff while also requiring a significant dollar allocation on a yearly basis. Additionally, the manufacturer of the PEP tanks has informed City staff that the tanks are nearing the end of the intended service life. As a result, the City would need to spend a large amount of money replacing each tank. Doing so, however, would not reduce the overall maintenance costs associated with each tank. As such, the Utility department is requesting to install a traditional gravity sewer system and lift station in the Breakaway Trails region to eliminate the need for the PEP tanks. A traditional gravity system would reduce the annual maintenance costs for the City while also reducing the required manhours of City staff. This project is proposed to be broken out into multiple phases due to the overall complexity of the project.

PROJECT COST METHODOLOGY

Utility Master Plan Documents with inflation adjustments

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Design - Phase 1	0	400,000	0	0	0	400,000
Design	0	400,000	0	0	0	400,000
Construction - Phase 1	0	0	5,500,000	0	0	5,500,000
Construction - Phase 1	0	0	5,500,000	0	0	5,500,000
CEI - Phase 1	0	0	250,000	0	0	250,000
CEI	0	0	250,000	0	0	250,000
Design and CEI - Phase 2	0	0	0	125,000	0	125,000
Design and CEI - Phase 2	0	0	0	125,000	0	125,000
Construction - Phase 2	0	0	0	0	2,500,000	2,500,000
Construction - Phase 2	0	0	0	0	2,500,000	2,500,000
Total	0	800,000	1,500,000	250,000	5,000,000	17,550,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Pep Tank Elimination

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Water & Sewer Charges	0	400,000	0	125,000	0	525,000
Water & Sewer Charges	0	400,000	0	0	0	400,000
Bond Proceeds	0	0	5,750,000	125,000	2,500,000	8,375,000
Bond Proceeds	0	0	5,750,000	0	2,500,000	8,250,000
Total	0	800,000	1,500,000	250,000	5,000,000	17,550,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Water Main Replacement

PROJECT#

409245

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Water Service Area

MANAGEMENT

Engineering

PROJECT SCOPE

As part of the Utility Master Plan Update, the City's water system was modeled to determine improvements needed to reinforce and increase water pressures throughout the City. The report identified these areas and made recommendations on system improvements. Replacement of substandard 2-inch diameter water mains throughout the City was identified as a priority recommendation. The majority of the 2-inch mains throughout the City are in excess of 30 years old and have outlived their service life. When feasible the mains are replaced concurrently with stormwater and road improvement projects. In addition, replacement of asbestos cement pipe will also be included within streets undergoing improvements when the asbestos cement pipe will be in conflict with proposed improvements or is identified as a maintenance problem main. At the commission's request staff has accelerated the replacement schedule to address the most significant problem areas known to staff and address the replacement recommendations within the City's Utility Master Plan.

JUSTIFICATION

Hydraulic modeling of the distribution system demonstrated that under fire flow conditions residual pressures below the minimum allowed (20 psi) were observed in certain areas throughout the City. Most of the low pressures were due to commercial fire demands of 2,000 gallons per minute. Reinforcement of the City's distribution system with construction of larger mains and improved looping will increase pressures to provide adequate fire service and system pressures during peak demand periods. The utility system contains extensive areas of 2-inch diameter water main. In certain areas of the distribution system this small diameter pipe is resulting in lower than desired distribution system pressures during peak demand. In addition, metallic 2-inch diameter pipe presents corrosion, taste, odor, and "black/red water" concerns. The current standard in the City's Land Development Code is a minimum size of an 8-inch main for new subdivisions, which is the minimum size recommended for fire suppression. The replacement program allows for the systematic replacement of small diameter pipe with larger diameter pipe that will achieve lower pressure losses, reduce high service pumping costs, improve fire suppression capability and enhance distribution system water quality. Furthermore, the 30 to 40 year old asbestos-cement pipe is prone to failure if disturbed by local construction activities, and is difficult to repair because it is no longer manufactured.

PROJECT COST METHODOLOGY

Costs based on Engineer's Opinion of Probable Cost

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Galvanized Main Replacement	0	3,500,000	3,500,000	3,500,000	3,500,000	14,000,000
Phase V Construction	0	3,000,000	0	0	0	3,000,000
Phase V Design	0	0	0	0	0	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

Water Main Replacement

PROJECT#

409245

Total06,500,0003,500,0003,500,0003,500,00017,000,000

REVENUE

Bond Proceeds

Total06,500,0003,500,0003,500,0003,500,00017,000,000

Total
2025-26
to
2029-30

2025-262026-272027-282028-292029-30

06,500,0003,500,0003,500,0003,500,00017,000,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

WTP Replace Lime Softening Filters 5 & 6

PROJECT#

CATEGORY

Water System Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Water Treatment Plant

MANAGEMENT

Utilities

PROJECT SCOPE

Demolish two outdated filter units, demolish the old operations building, and construct two (2) new filters along with a new Maintenance facility at the Water Treatment Plant. The design of this project from Parker Mynchenburg & Associates, Inc. is nearing completion.

JUSTIFICATION

The old filter structures, pipe gallery, clearwell, and old operations building at the Water Treatment Plant were abandoned in 2008. Demolition and site restoration was originally included with the 2008 project, but was value engineered out of the final scope due to budget constraints. The structures should be demolished to allow for the construction of two new sand filters and a new maintenance facility. These items are needed to enhance reliability of the Treatment Plant and to provide maintenance staff with a modernized work space.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	0	5,250,000	0	0	0	5,250,000
CEI	0	125,000	0	0	0	125,000
Total	0	5,375,000	0	0	0	5,375,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Bond Proceeds	0	5,375,000	0	0	0	5,375,000
Total	0	5,375,000	0	0	0	5,375,000

WTP Replace Lime Softening Filters 5&6 - Preliminary Cost Estimate - 2025					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization and General Conditions	1	LS	\$350,000	\$350,000
2	Demolition of Existing Filters 5 & 6	1	LS	\$200,000	\$200,000
3	Demolition of Old Ops Building	1	LS	\$250,000	\$250,000
4	Yard Piping Modifications	1	LS	\$150,000	\$150,000
5	New Filters 5&6 Concrete Work	1	LS	\$250,000	\$250,000
6	New Filters 5&6 Mechanical Equipment	1	LS	\$1,800,000	\$1,800,000
7	Clearwell Modifications	1	LS	\$250,000	\$250,000
8	Electrical and Instrumentation	1	LS	\$350,000	\$350,000
9	New Maintenance Facility	1	LS	\$1,250,000	\$1,250,000
10	Replace Filter Media in Filters 1-4	1	LS	\$175,000	\$175,000
11	Filters 1-6 Screen Enclosures	1	LS	\$125,000	\$125,000
12	As-builts	1	LS	\$35,000	\$35,000
13	Site Work and Restoration	1	LS	\$65,000	\$65,000
Construction Sub-Total					\$5,250,000
Contingency @ 20%					\$1,050,000
Engineering Design and CEI					\$383,215
Total Estimated Project Cost					\$6,683,215



CAPITAL PROJECT DETAIL

PROJECT TITLE

Wellfield Construction

PROJECT#

CATEGORY

Water System Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

City Service Area

MANAGEMENT

Utilities

PROJECT SCOPE

Rehabilitation of raw water wells throughout the City's Service Area

JUSTIFICATION

There are currently two (2) wells in the SR40 wellfield that are currently offline. These wells were taken offline due to comprised casings and a variety of other reasons. These two wells are currently accounted within the City's Consumptive Use Permit and replacing them would allow the City to benefit from additional capacity.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Design of new SR 40 Wells (Wells 18	0	0	175,000	0	0	175,000
Construction of new 18 & 20 SR 40	0	0	0	1,750,000	0	1,750,000
CEI Services of new 18 & 20 SR 40	0	0	0	87,500	0	87,500
Total	0	0	175,000	1,837,500	0	2,012,500

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Water & Sewer Charges	0	0	175,000	0	0	175,000
Bond Proceeds	0	0	0	1,837,500	0	1,837,500
Total	0	0	175,000	1,837,500	0	2,012,500

CAPITAL PROJECT DETAIL

PROJECT TITLE

WRF Clarifier Rehabilitation

PROJECT#

CATEGORY

Wastewater System Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Water Reclamation Facility

MANAGEMENT

Utilities

PROJECT SCOPE

Rehabilitation of the existing four (4) clarifier mechanisms at the City's Water Reclamation Facility

JUSTIFICATION

The City's water reclamation facility currently utilized four (4) clarifiers as part of the wastewater treatment process. These mechanisms were installed in various years throughout the 2000's and are nearing the end of their intended service life. The project is aimed at replacing these mechanisms to help assist with keeping the facility in compliance with FDEP guidelines.

PROJECT COST METHODOLOGY

Recent bid prices and vendor quotes

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	0	0	1,800,000	1,800,000	0	3,600,000
Total	0	0	1,800,000	1,800,000	0	3,600,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Bond Proceeds	0	0	1,800,000	1,800,000	0	3,600,000
Total	0	0	1,800,000	1,800,000	0	3,600,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

WRF Influent Pump Station Replacement

PROJECT#

CATEGORY

Wastewater System Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Orchard Street - WRF

MANAGEMENT

Utilities

PROJECT SCOPE

Replacement of the Water Reclamation Facility's influent pump station structure and varying equipment

JUSTIFICATION

The existing influent structure at the water reclamation facility was constructed in 1987 and had new pumps installed in 2010. Due to the growing size of the City's utility system, however, this existing station faces challenges when major storm events or unusual rainfall events occur. Modifying the existing structure while maintaining operational flow, however, would be very costly and difficult based on multiple engineering reports. As such, utilities is requesting to construct a new influent structure which is aimed at handling the flows of today and the projected flows for many years to come with modern technology and equipment.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Design	0	0	0	650,000	0	650,000
CEI	0	0	0	450,000	0	450,000
Construction	0	0	0	0	7,150,000	7,150,000
Total	0	0	0	1,100,000	7,150,000	8,250,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
HMGP Grant (Pending)	0	0	0	825,000	5,362,500	6,187,500
Water & Sewer Charges	0	0	0	275,000	0	275,000
Bond Proceeds	0	0	0	0	1,787,500	1,787,500
Total	0	0	0	1,100,000	7,150,000	8,250,000

WRF Influent Pump Station Replacement - Preliminary Cost Estimate - 2025

Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$450,000	\$450,000
2	Construct Large Concrete Pump Station (25 ft x 25 ft x 20 ft)	1	LS	\$2,750,000	\$2,750,000
3	Soil Stabilization for Pump Station	1	LS	\$300,000	\$300,000
4	Waterproofing Membrane/Epoxy	1	LS	\$250,000	\$250,000
5	3 mm Stairscreens and Compactors	2	EA	\$400,000	\$800,000
6	New Lift Station Pumps	4	EA	\$65,000	\$260,000
7	New Odor Control System	1	LS	\$650,000	\$650,000
8	Force Main Tie-In Configuration	1	LS	\$80,000	\$80,000
9	Gravity Main Tie-In Configuration	1	LS	\$35,000	\$35,000
10	Mechanical, Electrical and Instrumentation Modifications	1	LS	\$925,000	\$925,000
11	Demolish Existing Lift Station	1	LS	\$650,000	\$650,000
Construction Sub-Total					\$7,150,000
Contingency @ 20%					\$1,430,000
Engineering Design and CEI @ 15%					\$1,072,500
Total Estimated Project Cost					\$9,652,500

WRF Influent Pump Station Replacement - Approximate Project Location



CAPITAL PROJECT DETAIL

PROJECT TITLE

WTP South Generator Replacement

PROJECT#

CATEGORY

Water System Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Water Treatment Plant

MANAGEMENT

Utilities

PROJECT SCOPE

Replace the existing south generator at the Water Treatment Plant

JUSTIFICATION

The existing south generator at the Water Treatment Plant was installed in 2002 and is nearing the end of its intended service life. This existing generator is an 1100 KW Cummins unit and provides power to the lime softening portion of the plant, which provides up to 8 MGD of potable treatment capacity to the City. Utilities is requesting to replace this generator unit prior to the age of the unit becoming a major issue as parts for the unit are no longer being produced.

PROJECT COST METHODOLOGY

Recent bid prices for generator and electrical components

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Design	0	0	0	140,000	0	140,000
Construction	0	0	0	0	1,400,000	1,400,000
CEI	0	0	0	0	65,000	65,000
Total	0	0	0	140,000	1,465,000	1,605,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
HMGP Grant	0	0	0	105,000	1,098,750	1,203,750
Water & Sewer Charges	0	0	0	35,000	366,250	401,250
Total	0	0	0	140,000	1,465,000	1,605,000



**433 434 435-REUSE, WATER AND WASTEWATER COLLECTION
FEES**

CAPITAL PROJECT DETAIL

PROJECT TITLE

Utility Master Plan Update

PROJECT#

CATEGORY

Water and Wastewater Improvements

FUND

434-Water Impact Fees

PROJECT LOCATION

City-wide

MANAGEMENT

Utilities

PROJECT SCOPE

Update to the Utility Master Plan including flow demands and projections, population projections, current system capacity and evaluation of improvements to the water, wastewater, and reuse systems, update of system models to identify deficiencies and recommend improvements, develop a schedule for future planning of CIP projects and required funding.

JUSTIFICATION

The Utility Master Plan provides a long term planning document which will identify the short, mid, and long range needs pertaining to the City's water and wastewater infrastructure. The most current comprehensive Utility Master Plan was completed in 2015. The plan was supplemented by a Western Service Area Master Plan Update initiated in 2019 and completed in 2020. Additionally, separate WTP & WRF Infrastructure Assessment Reports were completed in 2020 supplementing the latest Master Plan. Typically, comprehensive updates to the utility master plan are scheduled on a 5-10 year basis depending on development, population growths, and other needs that arise within the City's service area that impact the water and sewer infrastructure.

PROJECT COST METHODOLOGY

Costs based on previous master plan update costs adjusted for inflation.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	Total 2025-26 to 2029-30
Utility Master Plan	380,000	0	0	0	0	380,000
Total	380,000	0	0	0	0	380,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	Total 2025-26 to 2029-30
Utility Collection Fees-Wastewater	190,000	0	0	0	0	190,000
Utility Collection Fees-Water	190,000	0	0	0	0	190,000
Total	380,000	0	0	0	0	380,000

460-SOLID WASTE FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Vehicle Replacement-Solid Waste

PROJECT#

CATEGORY

Vehicle and Equipment Replacement

FUND

460-Solid Waste Fund

PROJECT LOCATION

Various City Departments

MANAGEMENT

Fleet

PROJECT SCOPE

The project involves the continued implementation of a comprehensive vehicle replacement schedule for the City's fleet. Vehicles beyond the first year of the program will be evaluated at the appropriate time. These vehicles are being shown for scheduling purposes only and will not necessarily be replaced in the year shown.

JUSTIFICATION

The replacement schedule has been designed to replace vehicles which have been identified by the Fleet Manager as: 1) incurring the greatest maintenance expense over the life of the vehicle, 2) reaching or exceeding their expected life in terms of age, and 3) having relatively high mileage.

The benefits of the replacement program are reflected in the reduction of the City's Fleet Maintenance operating and labor costs, as well as lower vehicle downtime which in turn increases service availability to the community.

PROJECT COST METHODOLOGY

State contract pricing.

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Vehicle Replacement	445,000	0	0	0	0	445,000
Total	445,000	0	0	0	0	445,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Solid Waste Charges	445,000	0	0	0	0	445,000
Total	445,000	0	0	0	0	445,000

CIP Work Sheet FY 2025-26

Description	Year	Department	#	2025-26
ADDITION for Solid Waste MGR		Solid Waste		45,000
JOHNSTON SWEEPER	2020	Solid Waste	490	400,000
Total Solid Waste				445,000



499-WATER WASTEWATER CAPITAL IMPROVEMENT FUND
WEST ORMOND

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities Airport Rd FM Extension

PROJECT#

CATEGORY

Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West Airport Rd

MANAGEMENT

Utilities

PROJECT SCOPE

Construction of a force main along Airport Road to the future Water Reclamation Facility to serve the western portion of the City's service area.

JUSTIFICATION

This force main project would extend the existing force main on Airport Road to the future western Water Reclamation Facility. Extending this force main would allow the collection system to divert future wastewater flows to the new treatment plant, thereby increasing the City's wastewater treatment redundancies.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Construction	3,059,500	0	0	0	0	3,059,500
Design	0	0	0	0	0	0
Total	3,059,500	0	0	0	0	3,059,500

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
To Be Determined	2,156,500	0	0	0	0	2,156,500
Daytona Beach	903,000	0	0	0	0	903,000
Total	3,059,500	0	0	0	0	3,059,500

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities Area A WM FM

PROJECT#

CATEGORY

Water and Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

Hand Avenue

MANAGEMENT

Engineering

PROJECT SCOPE

Installation of water main and force main to connect the development region Area A to existing utilities located on Hand Avenue.

JUSTIFICATION

Installation of a water main and force main along Hand Avenue to the Area A region is vital to the City in order to serve utilities for future developments in the western region of the City's service area.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction	2,100,000	0	0	0	0	2,100,000
CEI Services	150,000	0	0	0	0	150,000
Design	0	0	0	0	0	0
Total	2,250,000	0	0	0	0	2,250,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
To Be Determined	2,250,000	0	0	0	0	2,250,000
Total	2,250,000	0	0	0	0	2,250,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities Potable Tank and Station

PROJECT#

CATEGORY

Water System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West SR 40

MANAGEMENT

Utilities

PROJECT SCOPE

Construction of a 3 million gallon potable water storage tank and pump station to serve the western portion of the City's service area.

JUSTIFICATION

Constructing a new potable storage tank and pump station project in the western region of the City's service area would allow the City to satisfy projected fire flow demands for future development. Staff currently believes that demolishing the existing elevated Leeway Tank and constructing a modern at-grade pump station is the best path forward for the utility.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction	5,480,000	0	0	0	0	5,480,000
CEI Services	250,000	0	0	0	0	250,000
Design	0	0	0	0	0	0
Total	5,730,000	0	0	0	0	5,730,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
To Be Determined	5,730,000	0	0	0	0	5,730,000
Total	5,730,000	0	0	0	0	5,730,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities WRF

PROJECT#

CATEGORY

Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West SR 40

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of a 4 million gallon per day Water Reclamation Facility to serve the western portion of the City's service area.

JUSTIFICATION

Constructing a new water reclamation facility in the western region of the City's service area would aid the City with the projected wastewater flow demands for future development.

PROJECT COST METHODOLOGY

Ormond Beach Wastewater Treatment Plant Site Planning and Technology Assessment Report

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Design	6,500,000	0	0	0	0	6,500,000
Construction and CEI	0	37,250,000	17,250,000	0	0	74,500,000
Total	6,500,000	37,250,000	17,250,000	0	0	81,000,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
To Be Determined	4,610,000	27,800,000	17,800,000	0	0	60,210,000
Daytona Beach	1,890,000	9,450,000	9,450,000	0	0	20,790,000
Total	6,500,000	37,250,000	17,250,000	0	0	81,000,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities WRF Site Improvements

PROJECT#

CATEGORY

Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West SR40

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of site improvements to serve a future 4 million gallon per day Water Reclamation Facility to serve the western portion of the City's service area.

JUSTIFICATION

Constructing site improvements at the location of where a future water reclamation facility is scheduled to be built would aid the City in properly preparing for the major expense associated with the new facility.

PROJECT COST METHODOLOGY

Ormond Beach Wastewater Treatment Plant Site Planning and Technology Assessment Report

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction	1,700,000	0	0	0	0	1,700,000
Total	1,700,000	0	0	0	0	1,700,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
To Be Determined	1,700,000	0	0	0	0	1,700,000
Total	1,700,000	0	0	0	0	1,700,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities SR40 Parallel FM

PROJECT#

CATEGORY

Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

SR40

MANAGEMENT

Engineering

PROJECT SCOPE

Installation of a parallel force main on State Road 40.

JUSTIFICATION

Installation of a secondary parallel force main along SR 40 will be vital to the City in order to supply wastewater transmission capabilities for future developments in the western region of the City's service area. This parallel force main would direct flow to the western Water Reclamation Facility once that facility is operational.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Design	0	0	0	225,000	0	225,000
Construction	0	0	0	0	2,760,000	2,760,000
CEI Services	0	0	0	0	120,000	120,000
Total	0	0	0	225,000	2,880,000	3,105,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
To Be Determined	0	0	0	225,000	2,880,000	3,105,000
Total	0	0	0	225,000	2,880,000	3,105,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities WTP Evaluation

PROJECT#

CATEGORY

Water System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West SR40

MANAGEMENT

Engineering

PROJECT SCOPE

Design work effort aimed at outlining the steps the City will need to accomplish in order to bring a new Water Treatment Plant online.

JUSTIFICATION

Construction of a new Water Treatment Plant in the western region of the City's service area would aid the City with the projected water flow demands for future development. This undertaking, however, is vary complex and extensive. To improve the success rate for the City, this site Evaluation and Technology Selection Report would provide guidance regarding future steps the City needs to accomplish.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Evaluation Report	0	0	0	300,000	0	300,000
Total	0	0	0	300,000	0	300,000

<u>REVENUE</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
To Be Determined	0	0	0	300,000	0	300,000
Total	0	0	0	300,000	0	300,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities Hand Ave FM

PROJECT#

CATEGORY

Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

Hand Avenue

MANAGEMENT

Engineering

PROJECT SCOPE

Installation of a new force main on Hand Avenue.

JUSTIFICATION

Installation of an additional force main along Hand Avenue will be vital to the City in order to supply wastewater transmission capabilities for future developments in the western region of the City's service area. This parallel force main would direct flow on Hand Avenue to the existing lift station 5M. Exact routing of the force main is subject to change in the future.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Design	0	0	300,000	0	0	300,000
Construction	0	0	0	3,840,000	0	3,840,000
CEI Services	0	0	0	180,000	0	180,000
Total	0	0	300,000	4,020,000	0	4,320,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
To Be Determined	0	0	300,000	4,020,000	0	4,320,000
Total	0	0	300,000	4,020,000	0	4,320,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities WTP

PROJECT#

CATEGORY

Water System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West SR 40

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of a 3 million gallon per day Water Treatment Plant to serve the western portion of the City's service area.

JUSTIFICATION

Constructing a new Water Treatment Plant in the western region of the City's service area would aid the City with the projected water flow demands for future development.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Design	0	0	0	4,500,000	0	4,500,000
Construction and CEI	0	0	0	0	42,750,000	42,750,000
Total	0	0	0	4,500,000	42,750,000	47,250,000

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
To Be Determined	0	0	0	4,500,000	42,750,000	47,250,000
Total	0	0	0	4,500,000	42,750,000	47,250,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities - Hudson Wellfield Retrofit

PROJECT#

CATEGORY

Water System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West Service Area

MANAGEMENT

Engineering

PROJECT SCOPE

Retrofit of existing raw water wells within the City's Hudson wellfield in the western portion of the City's service area.

JUSTIFICATION

The City's raw water demand for the calendar year of 2035 is currently projected as being 11.6 MGD. Recommendations from the City's latest Consumptive Use Permit (CUP) submittal dictates that the City will need to retrofit several existing wells in the Hudson wellfield in order to meet the overall increased raw water demand projections. Project includes retrofitting six (6) existing wells with new generators to serve the wells.

PROJECT COST METHODOLOGY

Recent bid prices and Utility Master Plan estimates

<u>EXPENDITURE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
Construction	0	0	0	0	15,828,000	15,828,000
Design	0	0	0	0	1,582,800	1,582,800
CEI Services	0	0	0	0	450,000	450,000
Total	0	0	0	0	17,860,800	17,860,800

<u>REVENUE</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total 2025-26 to 2029-30</u>
To Be Determined	0	0	0	0	17,860,800	17,860,800
Total	0	0	0	0	17,860,800	17,860,800



Other Request without identified funding sources

	Other Requests
EXPENDITURE	
Airport Business Park Street Lights	430,000
Development of a BC and DR plan	100,000
Fire Station 90	13,375,000
Fire Station 94 Kitchen Renovations	250,000
Fire Station 95	300,000
Granada Street Lights	4,087,000
Nova LED Baseball Lighting	2,266,000
Nova Parking & Fitness Stations	901,300
OBSC Parking	632,000
Ormond Crossings Pump Station	5,266,150
Ormond Crossings Road Improvements	2,000,000
Ormond Crossings Transmission Mains	8,770,000
PAL House	790,000
Police Department Impound Lot Awning	213,500
Property Acquisition	4,716,000
TOTAL EXPENDITURES	44,096,950



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	7.H.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	City Manager's Monthly Report		
Recommended Action	This report is for informational purposes. Additional information provided upon request.		
Strategic Goal	Governance - Other		
Department Staff Contact	City Manager Joyce Shanahan, City Manager		

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

Attachments

1. Financial Status Report - July 2025
2. Capital Improvements Projects, Status Report - August 2025
3. Economic Development Report - August 2025
4. Development Activity Report - August 2025
5. Building Permit Activity - August 2025
6. Residential Development Report - August 2025



Monthly Financial Status Report

July 2025

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of this 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 83% benchmark is favorable, while expenses at or below the 83% 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:
July 2025

Budget Summary

Fund	Final Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	49,185,112	39,767,608	81%	38,916,191	79%
104 - Community Redevelopment	1,822,138	1,914,696	105%	2,993,133	164%
106 - Ormond Crossing	346,798	367,361	106%	-	0%
107 - Stormwater	3,434,247	3,738,234	109%	4,276,063	125%
108 - Airport	369,418	436,491	118%	570,460	154%
109 - Local Law Enforcement Trust Fund	-	214,130	0%	-	0%
110 - Economic Development Fund	-	1,006,878	0%	2,134,810	0%
115 - Recreation Facility Fee	57,225	44,237	77%	27,433	48%
205 - Financing Debt Service	660,000	1,133,330	172%	684,134	104%
220 - Debt Service GOB 2010	346,322	348,533	101%	355,720	103%
301 - General Capital Improvement	4,999,383	526,071	11%	1,256,248	25%
302 - General Equipment & Vehicle	407,000	344,457	85%	221,423	54%
305 - Public Safety Vehicle & Equip	888,000	903,088	102%	813,535	92%
308 - Transportation	2,159,976	1,426,254	66%	825,134	38%
310 - Recreation Impact Fee	100,000	625,662	626%	-	0%
316 - Local Roads Impact Fee	50,000	254,406	509%	-	0%
317 - Facilities Renewal & Replacement	879,126	932,492	106%	1,247,850	142%
318 - Stormwater Impact Fee	50,000	9,807	20%	-	0%
319- Police Impact Fees	-	61,292	0%	-	0%
320- Fire Impact Fees	-	75,324	0%	-	0%
322 - Leisure Services Capital Fund	954,116	1,001,235	105%	891,498	93%
401 - Water/Wastewater Operating Fund	26,307,887	19,095,253	73%	21,035,235	80%
408 - Water/Wastewater E&V Fund	850,000	232,689	27%	286,551	34%
409 - Water/Wastewater Capital	12,346,951	3,753,283	30%	5,329,108	43%
414 - Water/Wastewater Consolidated Deb	4,924,000	4,103,330	83%	1,072,780	22%
433 - Reuse Impact Fee Fund	-	17,423	0%	-	0%
434 - Water Impact Fee	700,000	946,771	135%	895,427	128%
435 - Wastewater Impact Fee	675,000	1,277,589	189%	268,753	40%
446 - 2024 W&S Bond Projects	-	(872,372)	0%	3,459,774	0%
460 - Solid Waste	13,407,304	11,206,871	84%	12,940,124	97%
502 - Workers Compensation	1,851,612	670,515	36%	1,303,316	70%
504 - General Liability	2,905,253	2,908,260	100%	1,963,094	68%
Total	\$ 131,976,868	\$ 98,471,374	75%	\$ 103,767,795	79%

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 \$17.9 million.

Utility Taxes – The City levies a utility tax of 10% on electric and gas sales. To date \$3.99 million has been received.

Communication Taxes – Communication service taxes collected as of July amount to \$1.27 million.

Business Tax – Business tax collections amounted to \$149,446. 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 July 2025 are \$3.7 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through July, the City received a total of \$3.7 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 \$883,000 in this category through July.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$97,360 as of July.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$2.39 million.

Transfers In – Transfers have been recorded in the amount of \$5.71 million through July.

Financial Status Report: July 2025

General Fund Revenues - July 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	\$ 17,932,458	\$ 553,365	97.0%	\$ 15,927,585	\$ 2,004,873	12.59%
Utility Taxes	5,215,000	3,988,970	1,226,030	76.5%	3,920,538	68,431	1.75%
Communication Tax	1,750,000	1,265,716	484,284	72.3%	1,200,364	65,353	5.44%
Business Tax	283,500	149,446	134,054	52.7%	88,085	61,362	69.66%
Licenses, Permits & Fees	5,376,350	3,697,903	1,678,447	68.8%	3,834,502	(136,599)	-3.56%
Intergovernmental	5,162,000	3,656,801	1,505,199	70.8%	3,911,840	(255,039)	-6.52%
Charges for Services	864,638	883,013	(18,375)	102.1%	931,040	(48,027)	-5.16%
Fines & Forfeitures	73,000	97,360	(24,360)	133.4%	51,379	45,981	89.49%
Miscellaneous Revenues	3,856,857	2,385,151	1,471,706	61.8%	1,807,929	577,222	31.93%
Transfers In	6,852,944	5,710,790	1,142,154	83.3%	4,757,760	953,030	20.03%
Use of Fund Balance	1,265,000	-	1,265,000	0.0%	-	-	0.00%
	\$ 49,185,112	\$ 39,767,608	\$ 9,417,504	80.9%	\$ 36,431,021	\$ 3,336,587	9.2%

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 July were \$24.56 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 July, \$12.5 has been spent.

Grants and Aids - This category includes contributions made to not-for-profit organizations which were budgeted at \$188,528. \$156,341 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is \$2 million with \$1.7 million made through July.

Financial Status Report: July 2025

General Fund Expenditures - July 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
City Commission	\$ 448,925	\$ 319,080	\$ 129,845	71.1%	\$ 317,077	\$ 2,003	0.63%
City Administration	903,986	946,594	(42,608)	104.7%	718,998	227,596	31.65%
Support Services	473,841	361,048	112,793	76.2%	353,473	7,574	2.14%
City Attorney	1,304,609	1,131,242	173,367	86.7%	1,134,701	(3,459)	-0.30%
Legislation & Policy	3,131,361	2,757,964	373,397	88.1%	2,524,250	233,714	9.26%
Finance	1,200,017	831,858	368,159	69.3%	960,998	(129,140)	-13.44%
Information Technology	2,364,333	2,235,760	128,573	94.6%	1,749,238	486,522	27.81%
Human Resources	730,163	508,038	222,125	69.6%	474,701	33,338	7.02%
Planning	873,037	626,596	246,441	71.8%	626,724	(128)	-0.02%
Building Inspections	1,567,364	1,131,403	435,961	72.2%	1,076,004	55,400	5.15%
Police Administration	1,434,844	1,034,309	400,535	72.1%	925,709	108,599	11.73%
Police Operations	8,313,572	6,594,666	1,718,906	79.3%	6,485,886	108,780	1.68%
Community Outreach	666,040	471,921	194,119	70.9%	454,000	17,921	3.95%
Criminal Investigations	1,571,364	1,329,999	241,365	84.6%	1,274,514	55,485	4.35%
Community Services	470,374	385,288	85,086	81.9%	371,836	13,452	3.62%
Records	197,910	156,940	40,970	79.3%	152,783	4,157	2.72%
Neighborhood Impr.	524,896	415,799	109,097	79.2%	302,357	113,442	37.52%
Police	13,179,000	10,388,921	2,790,079	78.8%	9,967,085	421,836	4.23%
Fire	8,202,046	6,389,735	1,812,311	77.9%	6,247,801	141,934	2.27%
Streets	2,826,514	2,032,320	794,194	71.9%	1,999,525	32,796	1.64%
Engineering	1,329,783	1,044,334	285,449	78.5%	967,070	77,264	7.99%
Fleet	1,900,237	1,586,409	313,828	83.5%	1,406,035	180,374	12.83%
Public Works	6,056,534	4,663,064	1,393,470	77.0%	4,372,629	290,434	6.64%
Economic Development	437,322	324,942	112,380	74.3%	258,656	66,287	25.63%
Building Maintenance	1,046,146	861,628	184,518	82.4%	813,317	48,310	5.94%
Administration	879,360	715,255	164,105	81.3%	639,572	75,683	11.83%
Nova Recreation	442,484	421,735	20,749	95.3%	335,794	85,942	25.59%
S. Ormond Neigh. Center	422,968	344,984	77,984	81.6%	334,826	10,159	3.03%
Athletic Fields Mnt.	1,807,636	1,336,243	471,393	73.9%	1,308,216	28,027	2.14%
Parks	2,706,533	2,242,275	464,258	82.8%	2,151,819	90,456	4.20%
Environmental Learning	272,782	204,063	68,719	74.8%	184,011	20,052	10.90%
The Casements	389,473	367,154	22,319	94.3%	361,478	5,676	1.57%
Performing Arts Center	385,975	348,917	37,058	90.4%	285,784	63,133	22.09%
Senior Center	119,839	133,692	(13,853)	111.6%	65,548	68,144	103.96%
Community Events	287,632	258,287	29,345	89.8%	170,676	87,612	51.33%
Leisure Services	8,760,828	7,234,234	1,526,594	82.6%	6,651,041	583,193	8.77%
Grants & Aid*	91,528	90,507	1,021	98.9%	62,615	27,892	44.54%
Transfers	2,079,813	1,733,170	346,643	83.3%	1,373,400	359,770	26.20%
Contingency	511,766	-	511,766	0.0%	-	-	0.00%
	\$ 49,185,112	\$ 38,916,191	\$ 10,268,921	79.1%	\$36,345,141	\$ 2,571,050	7.07%

Financial Status Report:
July 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. \$1.9 million has been received as of July. The growth in miscellaneous income is due to the increase of interest.

Expenditures – A total of \$3 million has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - June 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	99,010	(98,510)	19802.0%	108,477	(9,467)	-8.7%
Transfers In	700,397	583,660	116,737	83.3%	543,950	39,710	7.3%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	\$ 1,822,138	\$ 1,914,696	\$ (92,558)	105.1%	\$ 1,559,319	\$ 355,377	22.79%

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	\$ 78,375	\$ (7,325)	110.3%	\$ 60,850	\$ 17,525	28.8%
Public Works	148,021	447,753	(299,732)	302.5%	236,642	211,111	89.2%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	290,035	2,467,005	(2,176,970)	850.6%	288,614	2,178,392	754.8%
Contingency	1,113,032	-	1,113,032	0.0%	-	-	0.0%
	\$ 1,822,138	\$ 2,993,133	\$ (1,170,995)	164.3%	\$ 586,106	\$ 2,407,027	410.68%

Financial Status Report:
July 2025

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.58 million with \$2.05 million received through July 2025 along with \$130,751 in miscellaneous income.

Expenditures – The budget for stormwater expenses is \$3.4 million with \$4.3 million spent to date.

Stormwater Fund Revenues - July 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,575,000	2,048,151	526,849	79.5%	2,175,414	(127,262)	-5.85%
Miscellaneous	100,000	130,751	(30,751)	130.8%	161,838	(31,086)	-19.21%
Intergovernmental	-	1,559,331	-	0.0%	-	1,559,331	0.00%
Use of Fund Balance	759,247	-	759,247	0.0%	-	-	0.00%
	\$ 3,434,247	\$ 3,738,234	\$ 1,255,344	108.9%	\$ 2,337,251	\$ 1,400,983	59.94%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2024-24	\$ FY Variance	% FY Variance
Maintenance	2,943,118	4,042,333	(1,099,215)	137.3%	1,573,382	2,468,951	156.92%
Engineering Support	\$ 210,664	-	\$ 210,664	0.0%	-	\$ -	0.00%
Transfers Out	280,465	233,730	46,735	83.3%	211,660	22,070	10.43%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 3,434,247	\$ 4,276,063	\$ (841,816)	124.5%	\$ 1,785,042	\$ 2,491,021	139.55%

Financial Status Report:
July 2025

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$23.5 million with \$18.7 million collected year to date. The revenue also includes \$450,984 budgeted for transfers, of which \$375,830 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 \$21.04 million expended to date. This total also includes \$9.7 million in transfers made through July.

Water/Wastewater Fund Revenues -July 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	\$ 18,685,677	\$ 4,785,323	79.6%	\$ 18,805,805	\$ (120,128)	-0.64%
Miscellaneous	60,000	33,746	26,254	56.2%	73,065	(39,319)	-53.81%
Transfers In	450,984	375,830	75,154	83.3%	384,830	(9,000)	-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	\$ 19,095,253	\$ 7,212,634	72.6%	\$ 19,286,682	\$ (191,429)	-0.99%

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	\$ 1,380,214	\$ 318,777	81.2%	\$ 1,462,983	\$ (82,769)	-5.66%
Water Production	5,175,140	3,966,916	1,208,224	76.7%	3,906,202	60,714	1.55%
Water Distribution	1,720,373	1,471,462	248,911	85.5%	1,318,276	153,185	11.62%
Wastewater Treatment	4,439,203	3,202,211	1,236,992	72.1%	3,311,607	(109,396)	-3.30%
Wastewater Collection	1,639,761	1,295,503	344,258	79.0%	1,325,098	(29,595)	-2.23%
W&S Engineering	-	23,579	(23,579)		-	23,579	0.00%
Transfers Out	11,634,419	9,695,350	1,939,069	83.3%	9,104,570	590,780	6.49%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 26,307,887	\$ 21,035,235	\$ 5,272,652	80.0%	\$ 20,428,737	\$ 606,498	2.97%

Financial Status Report: July 2025

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, \$11.2 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2025 are \$13.4 million. \$12.94 million has been expended as of July. Year to year variance due to Hurricane expenses.

Solid Waste Fund Revenues - July 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Franchise Fees	\$ 1,864,304	\$ 1,671,540	\$ 192,764	89.7%	\$ 1,536,452	\$ 135,088	8.79%
User Fees	11,542,000	9,511,005	\$ 2,030,995	82.4%	9,595,273	(84,268)	-0.88%
Miscellaneous	1,000	24,325	\$ (23,325)	2432.5%	34,489	(10,164)	-29.47%
Intergovernmental	-	-	\$ -	0.0%	2,050,574	-	0.00%
Use of Fund Balance	-	-	\$ -	0.0%	-	-	0.00%
	<u>\$ 13,407,304</u>	<u>\$ 11,206,871</u>	<u>\$ 2,200,433</u>	<u>83.6%</u>	<u>\$ 13,216,789</u>	<u>\$ 40,656</u>	<u>0.31%</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	\$ 10,325,821	\$ (1,529,173)	117.4%	\$ 7,175,435	\$ 3,150,386	43.91%
Recycling	1,309,300	1,180,243	129,057	90.1%	1,057,985	122,258	11.56%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,720,868	1,434,060	286,808	83.3%	1,424,560	9,500	0.67%
Contingency	1,580,488	-	1,580,488	0.0%	-	-	0.00%
	<u>\$ 13,407,304</u>	<u>\$ 12,940,124</u>	<u>\$ 467,180</u>	<u>96.5%</u>	<u>\$ 9,657,980</u>	<u>\$ 3,282,144</u>	<u>33.98%</u>

FY 2024-25 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
General Fund				
Revenues				
	Miscellaneous Revenue-Tree Fund	108,000		
	Fund Balance	849,163		
		<u>957,163</u>		
Expenditures				
	Transfer to Fund 301-Median Landscaping Upgrades		108,000	Reso 2025-72 5/20/25
	Transfer to Fund 317-Magic Forest Playground		65,000	Reso 2025-65 3/4/25
	Transfer to Fund 317-BPOS-Senior Center		2,815	FEMA MILTON
	Transfer to Fund 317-Mold Remediation		10,000	Senior Center Mold
	Transfer to Fund 317-Tennis Courts		75,000	Reso 2025-36 1/21/25
	Transfer to Fund 317-Nova Community 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
	Building Inspections Operating Account		(45,000)	Transfer to Capital Fund
	Transfer to Fund 301-Building Inspection Furnishings		45,000	Transfer to Capital Fund
	Transfer to PARKS 00157206.503403 MILTO		73,348	
	Transfer to Fund 305-Public Safety Vehicle Fund		105,000	Vehicles for new fire positions (2)
	Contingency		(105,000)	
			<u>957,163</u>	
CRA				
Revenues				
	Use of Fund Balance	3,735,949		
		<u>3,735,949</u>		
Expenditures				
	Median Landscaping Upgrades		114,000	Reso 2025-72 5/20/25
	Cassen Park Construction		2,524,466	Reso. 2024-207 12/3/24 & 2025-45 2/4/25 & Geotech Work Auth
	Year End Purchase Order Carryforward		1,097,483	
			<u>3,735,949</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	3,137,281		
		<u>3,137,281</u>		
Expenditures				
	Rio Storm Drain Pipe		134,000	Reso 2025-43 1/21/25
	OBSC Drainage		870,185	Reso 2025-115 7/22/25
	515 Hand Avenue Emergency Repair		8,000	4/1/2025
	Fleming Avenue Stormwater Improvements		176,000	Reso 2025-56 2/18/25
	Ormond Shores Park Stormwater Repair		142,250	
	Year End Purchase Order Carryforward		1,806,846	
			<u>3,137,281</u>	
Airport				
Revenues				
	Use of Fund Balance	456,807		
	FDOT	109,200		
		<u>566,007</u>		
Expenditures				
	Civil Air Patrol Building Utilities		24,000	
	Access Gates		136,500	Reso 2025-58 2/18/25
	Year End Purchase Order Carryforward		405,507	
			<u>566,007</u>	
Economic Development Fund				
Revenues				
	Use of Fund Balance	11,115		
		<u>11,115</u>		
Expenditures				
	Year End Purchase Order Carryforward		11,115	
			<u>11,115</u>	

FY 2024-25 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
Pension Pass Thru				
Revenues				
		-		
Expenditures				
			-	
Recreation Facility Fee Fund				
Revenues				
		-		
Expenditures				
			-	
Debt Service Fund				
Revenues				
		-		
Expenditures				
			-	
General Capital Improvements				
Revenues				
	Use of Fund Balance	1,287,221		
	Transfer from General Fund-Police EOC	558,000		
	Transfer from General Fund-Median Landscaping Upgrades	108,000		
	Transfer from General Fund-Building Inspection Furnishings	45,000		
	Transfer from Transportation-Division Avenue North Sidewalk	15,795		
	Bond Proceeds	(558,000)		
	FEMA	1,637,250		
	State of Florida	272,875		
	Assistance to Firefighters Grant	34,070		
	CDBG Grant	303,224		
		3,703,435		
Expenditures				
	Median Landscaping Upgrades		108,000	Reso 2025-72 5/20/25
	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		207,000	Reso 2025-40 3/4/25
	Engineering Department Electrical & Furniture		35,000	
	301271 Additional Unplanned Chamber work that was added much later to the project.		13,773	N/A
	Division Avenue North Sidewalk		56,100	Reso 2025-106 7/22/25
	ARBFP Seawall & Ramp Construction		2,137,000	Reso 2025-63 3/4/25
	ARBFP Seawall & Ramp Construction Admin		46,000	
	Central Park Trails		233,000	Reso 2025-107 7/22/25
	Building Inspection Furnishings		45,000	
	Fleet Canopy Repairs		53,000	Emergency Repairs
	Year End Purchase Order Carryforward		11,912	
			3,703,435	

FY 2024-25 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
General Capital Vehicle/Equipment				
Revenues				
	Use of Fund Balance	116,200		
		<u>116,200</u>		
Expenditures				
	Streets Tractor #472		73,000	Damaged
	Inspector Vehicles (#154, 160)		6,000	Additional funding based on actual cost
	Pickup #530		26,000	Additional funding based on actual cost
	Dump Truck #252		11,200	Reso 2025 94 5/20/25
			<u>116,200</u>	
Public Safety				
Revenues				
	Use of Fund Balance	460,336		
	HMGP Grant	173,555		
	Transfer from Fund 001-General Fund	105,000		
	Transfer from Fund 504-General Liability Fund	61,000		
		<u>799,891</u>		
Expenditures				
	JAG 24 Project---30552102.505110 License Plate Reader		10,100	Reso#24-178
	EOC Satelite Phones		18,000	Carryforward from FY 2024-25
	Patrol Vehicle P41		61,000	Damaged
	AED GRANT OPIOD 30552102.505110		54,385	4/15/2025 Resolution 2025-82 \$54385
	Brush Truck		289,000	Carryforward from FY 2024-25
	Fire Inspector & Battalion Captain Vehicles		105,000	New positions authorized in FY 2024-25 budget
	Fire Station 92 & 93 Generators		231,406	Reso 2025-129 8/5/25
	Harley Davidson		31,000	Pre-order for FY 2025-26
			<u>799,891</u>	
Transportation				
Revenues				
	Use of Fund Balance	194,395		
		<u>194,395</u>		
Expenditures				
	Transportation Consulting		30,000	Reappropriation from FY 2023-24
	Main Trail Bridge Assessment		3,750	Emergency procurement
	Street Lighting		8,000	Street Lighting
	Crowd control measures		122,000	Emergency procurement
	Transfer to General Capital		15,795	Reso 2025-106 7/22/25 Division Ave. North Sidewalk
	Year End Purchase Order Carryforward		14,850	
			<u>194,395</u>	
Facilities R&R				
Revenues				
	Use of Fund Balance	309,459		
	Transfer from General Fund	217,815		
	FEMA	623,450		Magic Forest Playground
		<u>1,150,724</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
	BPOS Roof		17,020	FEMA-Milton
	Senior Center Roof		5,495	FEMA-Milton
	OBSC Pump Replacements		21,000	Emergency repair
	Senior Center Mold Remediation 317702		15,593	Mold Senior Center
	Senior Center HVAC Replacement 317706		9,663	
	Year End Purchase Order Carryforward		39,998	
			<u>1,150,724</u>	

FY 2024-25 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</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	4,596,549		
	HMGP Grant	68,608		
		<u>4,665,157</u>		
Expenditures				
	Sanitary Sewer I & I		95,000	Reso 2025-90 5/6/25
	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
	Lift Station Bypass		461,785	Reso 2025-70 4/1/25
	Raw Water Meter		44,000	Emergency Purchase
	409291 Plant Issues		350,000	Bob Pries Requested for various pumps
	Effluent Pumps		88,000	Carryforward from FY 2024-25
	Water Plant Generator		621,000	Emergency Purchase
	Year End Purchase Order Carryforward		1,189,999	
			<u>4,665,157</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>	

FY 2024-25 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
Wastewater Impact Fee Fund				
Revenues				
	Fund Balance	1,569,113		
		<u>1,569,113</u>		
Expenditures				
	Halifax River Forcemain Crossing Design		75,000	Reappropriation from prior year
	Riverside Drive Emergency Repair		50,300	
	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>1,569,113</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				
	Transfer 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>37,321,770</u>	<u>37,321,770</u>	
		<u>157,442,886</u>	<u>157,442,886</u>	

CIP Status Report as of August 27, 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	88%		\$ 865,000	\$ 2,449,071	88%	
		Total			\$ 1,068,000	\$ 2,651,226		
Downtown Upgrades/Impvmts - SR40 Median & Tree Fund Renovation US1- A1A - AM Weigel		Design/Bidding	100%			In-House		
		Construction	0%		\$ 120,000	\$ 221,804	0%	
		Total			\$ 120,000	\$ 221,804		
Downtown East Granada Utility Undergrounding - Economy Electric		Design/Bidding	100%		\$ 20,000	\$ 27,500	100%	
		Construction	54%		\$ 100,000	\$ 991,928	54%	
		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	73%			\$ 2,249,060	73%	
		Total				\$ 3,156,956		
FY 24/25 Stormwater Construction - Ormond Shores Park SW Pond Repair-GPS Civil Construction		Design/Bidding	100%			In-House		
		Construction	54%			\$ 142,250	54%	
		Total				\$ 142,250		
OBSC SW Pond Expansion		Design/Bidding	100%		\$ 64,500	\$ 62,880	100%	
		Construction	85%			\$ 420,450	0%	
		Total			\$ 64,500	\$ 483,330		
Fleming Avenue Pump Station & Force Main	HMGP Pending	Design/Bidding	100%					
		Construction	0%					
		Total			\$ -	\$ -		
Fund 108 - Airport								
Crosswind Business Park	FDOT	Design/Bidding	54%		\$ -	\$ 211,570	54%	
		Construction	0%					
		Total			\$ -	\$ 211,570		
Fund 110 - Economic Development								
Fund 301 - General Fund								
Military Blvd Sidewalk	CDBG	Design/Bidding	100%			In-House		
		Construction	0%		\$ 274,000	\$ 218,651	0%	
		Total			\$ 274,000	\$ 218,651		
Division Avenue Sidewalk-North Side	CDBG	Design/Bidding	100%			In-House		
		Construction	0%		\$ -	\$ 56,100		
		Total			\$ -	\$ 56,100		
Central Park Wood Boardwalk & Concrete Trail	CDBG	Design/Bidding	100%			In-House		
		Construction	0%			\$ 870,185		
		Total			\$ -	\$ 870,185		
Engineering/Planning Renovation - Coleman Goodemote		Design/Bidding	100%			\$ 16,800	87%	
		Construction	60%		\$ 250,000	\$ 444,554	34%	
		Total			\$ 250,000	\$ 461,354		

CIP Status Report as of August 27, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 317 - Facility R & R Fund							
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%		\$ 200,000	\$ 199,872	100%
		Construction	93%		\$ 2,600,000	\$ 2,503,478	93%
		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	44%		\$ 6,205,000	\$ 4,525,370	44%
		Total			\$ 6,280,000	\$ 4,629,645	
A1A Utility Relocation - All State Civil Construction		Design/Bidding	100%			In-House	
		Construction	77%		\$ -	\$ 530,000	77%
		Total			\$ -	\$ 530,000	
Fund 433 - Reuse Impact Fee Fund							
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion - Hazen Construction		Design/Bidding	100%		\$ 300,000	\$ 292,964	100%
		Construction	20%		\$ 1,300,000	\$ 4,317,575	20%
		Total			\$ 1,600,000	\$ 4,610,539	
Halifax River Utility Crossing		Design/Bidding	48%		\$ 480,000	\$ 438,614	48%
		Construction	0%		\$ 5,680,000		
		Total			\$ 6,160,000	\$ 438,614	
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	14%		\$ 160,000	\$ 148,079	14%
		Construction	0%		\$ 1,440,000		
		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	20%		\$ 2,430,000	\$ 6,904,700	20%
		Total			\$ 2,700,000	\$ 7,177,500	
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian - ARBP Seawall - East Coast Marine		Design/Bidding	100%			\$ 93,965	100%
		Construction	0%		\$ -	\$ 2,136,309	0%
		Total			\$ -	\$ 2,230,274	

CIP Status Report as of August 27, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Hurricanes MILTON - FEMA							
Hurricane Milton-Osceola Elementary Pavilion Replacement		Design/Bidding	95%			In-House	
		Construction	Project on Hold		\$ -		
		Total			\$ -	\$ -	
Annual Projects Fund 107 - Stormwater							
Annual Projects Fund 308 - Transportation							
2025 Road Resurfacing - Sparks Concrete		Design/Bidding	100%			In-House	
		Construction	10%		\$ 750,000	\$ 687,577	0%
		Total			\$ 750,000	\$ 687,577	
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

August 2025

Ormond Beach
July Employment

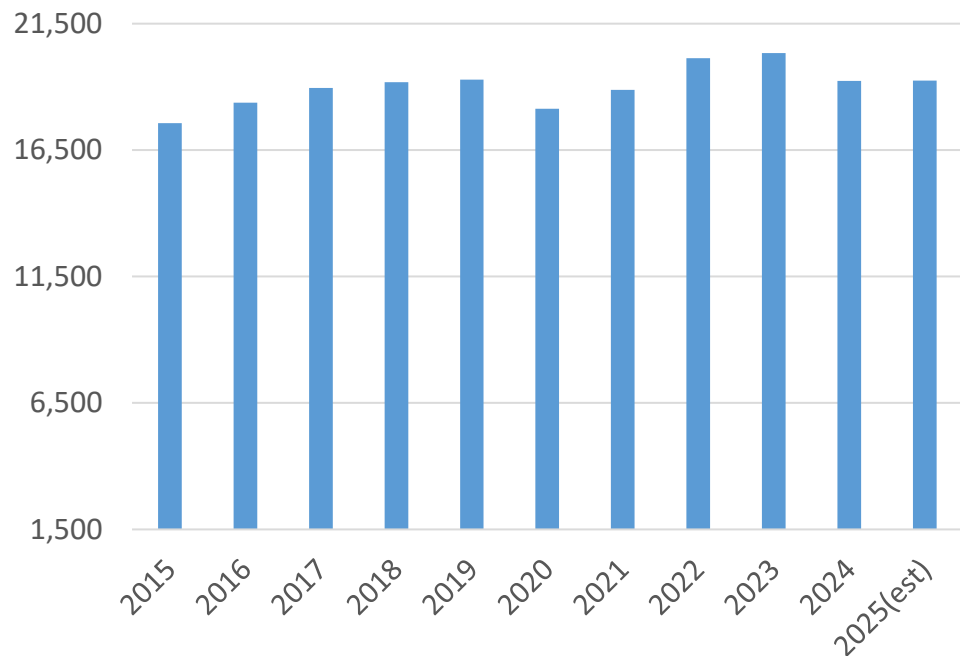
19,247

Down 0.0% year over year

Ormond Beach
Unemployment Rate

4.4%

Ormond Beach Employment Trend



Notes and Updates:

- **Employment for June** was 19,247 equal to employment last year. There were 876 job postings in July – leading industries posting Health Care, Retail Trade, Admin Support Services, Leisure/Hospitality and Professional/Scientific Services.
- **In July, the City** issued 27 BTR, 19 for commercial businesses and 8 for home occupations.
- **In Commercial Real Estate**, particularly in the light industrial there is more inventory than we've had in the past, which is good news for business expansion and attraction. We haven't really had much new construction in industrial, office or retail but that may change soon as Ormond Crossings begins putting infrastructure in.
- **StartUp & Grow Ormond Beach FastTrac** is preparing to open for applications this Fall. If you know any businesses that are growing/scaling or need to pivot, encourage them to sign up. If interested, e-mail me and I'll send you a link.
- **Everyone is encouraged to attend** the launch of the Volusia Innovation Hub. Formerly known as the UCFBIP Volusia Business Incubator, the Volusia Innovation Hub is designed to help entrepreneurs for from launching their startup to becoming successful business ventures. The Launch/Open House will be Monday, September 15, 2025. [RSVP here!](#)



CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

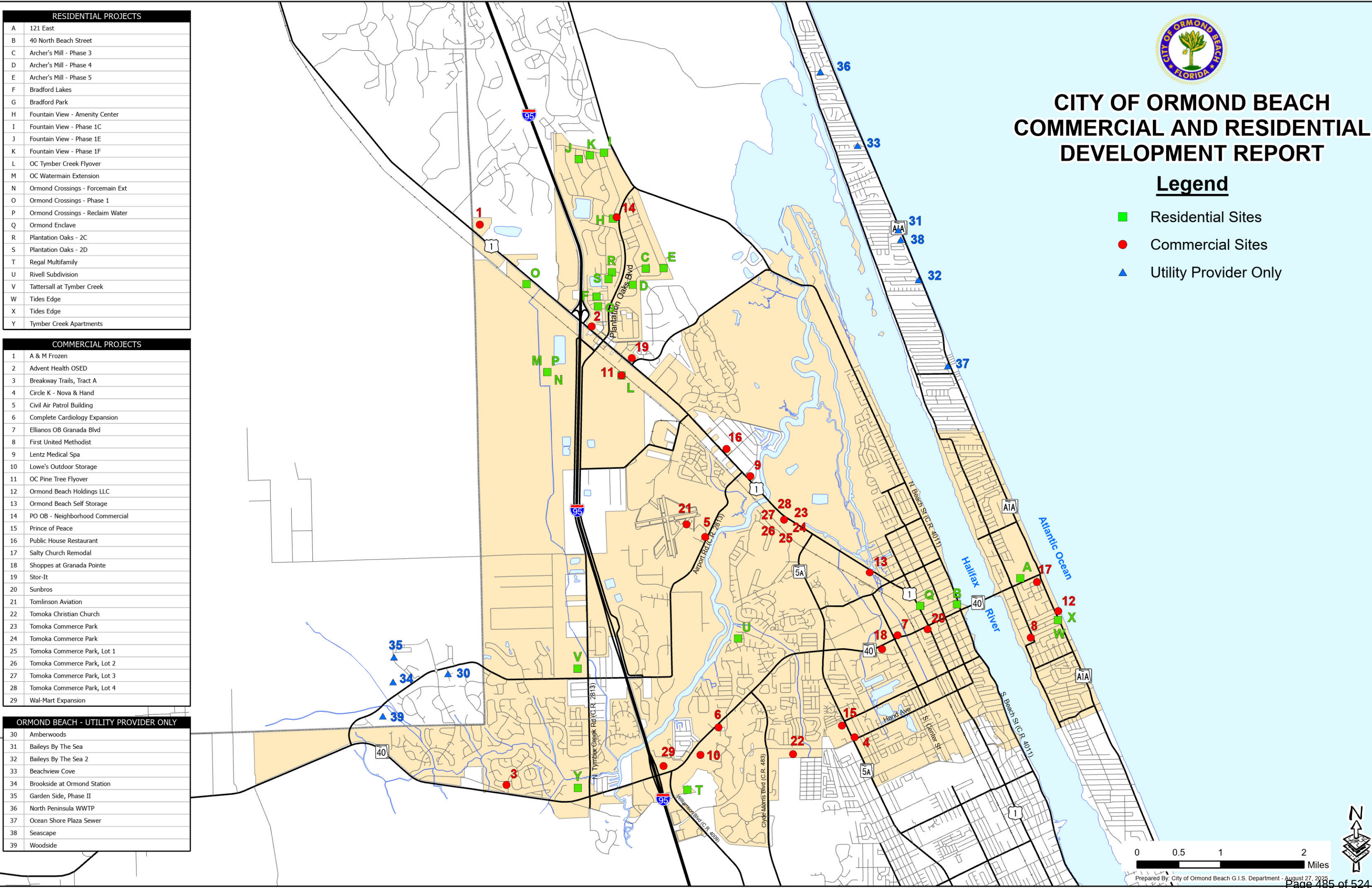
Legend

- Residential Sites
- Commercial Sites
- ▲ Utility Provider Only

RESIDENTIAL PROJECTS	
A	121 East
B	40 North Beach Street
C	Archer's Mill - Phase 3
D	Archer's Mill - Phase 4
E	Archer's Mill - Phase 5
F	Bradford Lakes
G	Bradford Park
H	Fountain View - Amenity Center
I	Fountain View - Phase 1C
J	Fountain View - Phase 1E
K	Fountain View - Phase 1F
L	OC Tymber Creek Flyover
M	OC Watermain Extension
N	Ormond Crossings - Forcemain Ext
O	Ormond Crossings - Phase 1
P	Ormond Crossings - Reclaim Water
Q	Ormond Enclave
R	Plantation Oaks - 2C
S	Plantation Oaks - 2D
T	Regal Multifamily
U	Rivell Subdivision
V	Tattersall at Tymber Creek
W	Tides Edge
X	Tides Edge
Y	Tymber Creek Apartments

COMMERCIAL PROJECTS	
1	A & M Frozen
2	Advent Health OSED
3	Breakway Trails, Tract A
4	Circle K - Nova & Hand
5	Civil Air Patrol Building
6	Complete Cardiology Expansion
7	Ellianos OB Granada Blvd
8	First United Methodist
9	Lentz Medical Spa
10	Lowe's Outdoor Storage
11	OC Pine Tree Flyover
12	Ormond Beach Holdings LLC
13	Ormond Beach Self Storage
14	PO OB - Neighborhood Commercial
15	Prince of Peace
16	Public House Restaurant
17	Salty Church Remodal
18	Shoppes at Granada Pointe
19	Stor-It
20	Sunbros
21	Tomlinson Aviation
22	Tomoka Christian Church
23	Tomoka Commerce Park
24	Tomoka Commerce Park
25	Tomoka Commerce Park, Lot 1
26	Tomoka Commerce Park, Lot 2
27	Tomoka Commerce Park, Lot 3
28	Tomoka Commerce Park, Lot 4
29	Wal-Mart Expansion

ORMOND BEACH - UTILITY PROVIDER ONLY	
30	Amberwoods
31	Baileys By The Sea
32	Baileys By The Sea 2
33	Beachview Cove
34	Brookside at Ormond Station
35	Garden Side, Phase II
36	North Peninsula WWTP
37	Ocean Shore Plaza Sewer
38	Seascape
39	Woodside



City of Ormond Beach Commercial Development Report, as of August 29, 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	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	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			Not applicable	Not applicable	Not applicable	02.25.25	02.25.27	Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = 1899 US HWAY 1, LLC
2	ADVENT HEALTH OSED 1561 North US Highway 1 SPRC-2025-000069	New emergency department - 13,451 square foot building on 2.47 acres.	05.16.25	5.30.25	In Review			Not applicable	Required	Required			Not applied	Not applied	Not applied	Not applied		E = Kimley-Horn Engineering O = Memorial Health Systems, Inc.
3	BREAKAWAY TRAILS, TRACT A PZ-2025-000179 8 Breakaway Trail	Development of Regional Impact amendment for RV and boat storage and storage buildings.	06.11.25	07.18.25				Required	Required	Required			Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = Four Deland Plaza LLC
4	CIRCLE K - NOVA & HAND 699 South Nova Road SPRC-2024-000051	Demolish existing bank building and construct 5,200 SF building on 1.88 acres for convenience store with fueling canopy.	12.04.24	12.30.24	03.04.25	05.08.25	In Review	02.10.25	Not applicable	Appeal 08.05.25			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	Issued 01.13.25	\$80,000	Included in building permit	Included in building permit	55%	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	Issued 04.01.23	\$1,726,850	Issued 03.15.23	\$58,000	95%	E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
7	ELLIANOS OB GRANADA BLVD 341 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	In Review	\$400,000	Issued 05.27.25	\$238,079	0%	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	07.23.25	In review		04.09.25	Required	Required			Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = First United Methodist Church
9	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			Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Bluewater Properties, LLC ARC = BPF Design Inc.
10	LOWE'S OUTDOOR STORAGE 1340 West Granada Boulevard PZ-2024-000060	Special Exception for outdoor activity and outdoor storage.	05.31.24	6.19.24	07.23.24	09.10.24	07.30.25	Not applicable	07.11.24 Approved	09.18.24 Approved			6/2/25 - Fence Only	\$250,000	NA	NA		APP = Storch Law Firm O = Lowes

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11	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	Issued 02.29.24	\$34,000,000	Issued 04.12.24	\$1,400,000	85%	E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
12	ORMOND BEACH SELF STORAGE 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable	10.28.23	10.28.25	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
13	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	In Review			Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West
14	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	Not applied	Not applied	Issued 02.27.25	\$478,584	5%	E = Parker Mynchenberg & Associates, Inc. O = PLANTATION OAKS OF ORMOND BEACH LLC
15	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	06.19.25		8/11/2025	\$232,546	Issued 07.25.25	\$76,791	10%	E = Alann Engineering Group O = Prince of Peace Catholic Church
16	PUBLIC HOUSE RESTAURANT 1113 & 1117 North U.S. Highway 1 PZ-23-00000048	Proposed 6,316 square foot restaurant and site improvements.	04.26.23	05.11.23	08.04.23	11.22.23		10.30.23	Not applicable	Not applicable	01.12.24	01.12.26	Not applied	Not applied	Not applied	Not applied		E = Engineered Permits, Inc. O = Lee Munizzi
17	SALTY CHURCH REMODAL 26 Bovard Avenue SPRC-2024-000052	Interior remodel with change of building use.	12.05.24	12.30.24	01.24.25			Not applicable	Not applicable	Not applicable	02.17.25	02.17.27	Issued 5/30/2025	\$328,500	Not applied	Not applied	10%	ARC - Hall and Ogle Architects O = Salty Church
18	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ-23-00000082	Construction of a 21,114 square foot building on 2.52 acres 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	Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
19	STOR-IT 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet on 5.26 acres.	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, Revision 08.01.25	Under Construction	Issued 10.17.23	\$7,000,000	Issued 06.13.23	\$821,773	90%	E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
20	SUNBROS 14 South Yonge Street SPRC-2024-000043	Redevelopment of site to construct a 250 coffee drive through building.	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	In Review	\$215,000	Not applied	Not applied		E = Zev Cohen & Associates O = D2S Properties, LLC

City of Ormond Beach Commercial Development Report, as of August 29, 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	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
21	TOMLINSON AVIATION 92 & 96 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 Revision 05.19.25	10.16.26	92 Hangar - Issued 07.16.25, 96 Hangar - Issued 08.01.25	92 Hangar - \$308,634, 96 Hangar - \$608,240	issued 07.21.25	\$308,633	15%	E = Parker Mynchenberg & Associates, Inc. O = Tomlinson Aviation
22	TOMOKA CHRISTIAN CHURCH 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square 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 Construc- tion	Issued 08.19.25	\$5,000,000	Issued 10.15.24	\$400,926	20%	E = Zev Cohen & Associates O = Tomoka Christian Church
23	TOMOKA COMMERCE PARK 890 North US Highway 1 PZ-2025-000165	Zoning Amendment to PBD - 12.48 acre to allow commercial & industrial uses.	5/9/2025	06.01.25	In Review			Required	Required	Required			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
24	TOMOKA COMMERCE PARK 890 North US Highway 1 SPRC-2025-000063	Preliminary Plat - One lot into four commercial lots.	5/9/2025	06.01.25	In Review			Required	To be determined	To be determined			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
25	TOMOKA COMMERCE PARK, LOT 1 890 North US Highway 1 SPRC-2025-000064	Commercial use in a 9,990 square foot building on 1.52 acres.	5/9/2025	06.01.25	In Review			Required	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
26	TOMOKA COMMERCE PARK, LOT 2 890 North US Highway 1 SPRC-2025-000065	Commercial use in a 9,990 square foot building on 1.52 acres.	5/9/2025	06.01.25	In Review			Required	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
27	TOMOKA COMMERCE PARK, LOT 3 890 North US Highway 1 SPRC-2025-000066	Commercial/Industrial uses within 36,630 square foot building on 2.46 acres.	5/9/2025	06.01.25	In Review			Required	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
28	TOMOKA COMMERCE PARK, LOT 4 890 North US Highway 1 SPRC-2025-000067	Commercial/Industrial uses within 27,200 square foot building on 2.47 acres.	5/9/2025	06.01.25	In Review			Required	Part of PBD	Part of PBD			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
29	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	06.25.25	08.27.25		02.20.25	07.10.25 (Approved)	08.19.25 09.03.25			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 August 29, 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
30	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)	75%	E = Alann Engineering Group O = U.S. Capital Alliance, LLC
31	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)	75%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
32	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)	75%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
33	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)	95%	E = Alliant engineering, Inc. O = Seagate Communities, LLC
34	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
35	GARDEN SIDE, PHASE II Flagler County SPRC-2024-000021	Flagler County utility connection, 89 lots on 40.15 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
36	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.
37	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	Issued 3.18.25	\$147,420	95%	E = Parker Mynchenberg & Associates, Inc. O = Ocean Shore Plaza
38	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	In Review					None	Not applied	Not applied		E = Kimley-Horn and Associates, Inc. O = Seascape Condo
39	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)	95%	E = Alann Engineering Group O = U.S. Capital Alliance, LLC

City of Ormond Beach Residential Development Report, as of August 29, 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	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
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)			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			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	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	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	Issued 11.27.23	\$1,225,490.57	60%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	ARCHER'S MILL, PHASE 5 3343 Bonspiel Drive PZ-2025-000177	Final Plat. 114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3).	05.19.23	06.27.25				Not Required	Not Required	Not Required	See Above	See Above	See Above	See Above	See Above	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	Issued 05.08.24	\$3,586,560.00	95%	E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
F	BRADFORD LAKES AMENITIES 140 Bradford Lakes Way SPRC-2025-000072	Revision of the Amenities Building of 1,653 square feet with pool	7.11.25	07.29.25	In Review			Not Required	Not Required	Not Required	See Above	See Above	See Above	See Above		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	Issued 05.08.24	\$2,855,823.00	95%	E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
H	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	With Sub-division	\$780,000 (building)	15%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

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		Change in project status				Projects reviewed last month										E or Arc = Project Engineer or Architect O = Owner A = Applicant
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construction	
I	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	Not applied	Not applied	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
NA	FOUNTAIN VIEW PHASE 1D 1587 Nottoway Circle SPRC-2024-000016	Preliminary Plat. 103 lots on 62.14 acres, Plantation Oaks PRD (Phase 1).	02.08.23	06.19.25	06.19.25	08.01.25		Not Required	04.11.24 (Approved)	05.21.24 (Approved)	08.01.25	08.01.27	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
J	FOUNTAIN VIEW PHASE 1E 1587 Nottoway Circle SPRC-2024-000017	Preliminary Plat. 110 lots on 36.20 acres, Plantation Oaks PRD (Phase 1).	02.08.23	03.18.24	06.19.25	08.01.25		Not Required	04.11.24 (Approved)	05.21.24 (Approved)	08.05.25	08.05.27	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
K	FOUNTAIN VIEW PHASE 1F 1130 Evelyton Lane SPRC-2024-000018	Preliminary Plat. 97 lots on 32.13 acres, Plantation Oaks PRD (Phase 1).	02.08.23	03.21.24	06.19.25	08.01.25		Not Required	04.11.24 (Approved)	06.04.24 (Approved)	08.01.25	08.01.27	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
L	ORMOND CROSSINGS, FORCEMAIN EXT 1030 North Tymber Creek Road SPRC-2025-000068	Construction of 16" proposed reclaim water main.	5/13/2025	06.20.25				Not Required	Not Required	Not Required			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
M	ORMOND CROSSINGS, PHASE 1 1700 N US 1 Highway SPRC-2024-000050	Preliminary Plat. 444 lots on 252.16.	12.03.24	01.02.25	03.27.25	07.17.25		Not Required	Required	Required			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
N	ORMOND CROSSINGS, RECLAIM WATER 1030 North Tymber Creek Road SPRC-2025-000071	Construction of 16" proposed reclaim water main.	05.13.25	06.22.25				Not Required	Not Required	Not Required			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
O	OC TYMBER CREEK FLYOVER 100 Ormond Crossings Boulevard SPRC-2024-000044	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			In Review	Utilities, Phase 1 \$1,190,862		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
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			Not Required	Not Required	Not Required	06.01.25	06.01.27	Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC

City of Ormond Beach Residential Development Report, as of August 29, 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	Neigh- borhood meeting	Advisory Board	City Commis sion	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
Q	ORMOND ENCLAVE 135 North Yonge Street PZ-21-00000079	Construct 64 unit multi family apartment complex. Expires 08.01.26	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design
R	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construc- tion	Issued 09.17.21	\$3,044,572	95%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
S	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construc- tion	Issued 09.17.21	\$1,784,746	25%	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)			Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
U	RIVELL SUBDIVISION 100 Rivell Trail SPRC-2024-000014	Residential subdivision converting one 5.16 acre lot into 4 lots of record	02.05.24	03.07.24	11.27.24	08.04.25		Not Required	06.12.25	Not Required			Not applied	Not applied		E = Newkirk Engineering, Inc O = Marie Lilienstern
V	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	Issued 04.14.25	\$6,237,383.00	40%	E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
W	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 Construc- tion	Approved	\$718,460	95%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
X	TIDES EDGE 300 South Atlantic Avenue PZ-23-00000062	Final Plat, 15 single-family lots.	05.22.23					Not required	03.14.24	07.23.24 08.06.24		See Above	See Above	See Above	See Above	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
Y	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	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
PZ-2025-181	Land Development Code Amendment, Amending Leisure Services Department to Park and Recreation Department under the accessory use for Mobile Food Dispensing Vehicles	This is an administrative request to consider administrative amendments to the following sections of the Land Development Code: Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, subsection (v) Mobile food dispensing vehicles, to amend the term Leisure Services Department to Parks and Recreation Department. No changes to the text of the Section are proposed.	07.10.2025 (Approved)	08.19.2025 (Approved)	09.03.2025
NA	Code of Ordinance Amendments, Leisure Services Name Change	This is an application for an administrative amendment to the following sections of the Code of Ordinances: (1) Section 2-83, Offices, departments/divisions and heads enumerated, of Article V, Departments, of Chapter 2, Administration, (2) Section 2-221, Leisure services advisory board, Division 2, Enumerated, of Article VI, Boards, Commissions, Committees and Other Agencies, of Chapter 2, Administration, (3) Section 2-222, Workplace safety program, of Division 2, Enumerated, of Article VI, Boards, Commissions, Committees and Other Agencies, of Chapter 2, Administration, (4) Section 14-18, Trespass, of Article I, In general, of Chapter 14, Offenses, and (5) Section 15-8, Nuisances, of Article I, Operation of city parks and recreation and cultural areas and facilities, of Chapter 15, Parks and Recreation to amend the term leisure services to parks and recreation. The proposed changes pertain solely to the name of the department and the advisory board, and no regulations are proposed to be amended within the individual sections.	NA	08.19.2025 (Approved)	09.03.2025
PZ-2025-134	Planned Business Development (PBD) Amendment, 1521 West Granada Boulevard, Walmart Supercenter	This is a request by CPH, LLC., on behalf of Walmart Stores East, LP, the property owner, for an 8th Amendment to the Development Order for the Planned Business Development to allow the construction of an approximately 5,101-square-foot building expansion at the northeast corner of the existing building to expand their growing online grocery pickup service area. The subject property is located at 1521 West Granada Boulevard and has a Planned Business Development (PBD) zoning designation.	07.10.2025 (Approved)	08.19.2025 (Approved)	09.03.2025
PZ-2025-180	Land Development Code Amendment, Private Tattoo	This is an application for a Land Development Code amendment from Anthony Conforti to amend (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; (2) Chapter 2, District and General Regulations, Article II, District and General Regulations, Section 2-25, B-4, Central Business Zoning District; and (3) Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, to provide definitions and specific conditional criteria to provide a definition and specific conditional criteria to allow private tattoo studio as a conditional use in the B-4, Central Business Zoning District.	07.10.2025 (Approved)	08.19.2025 (Approved)	09.03.2025
NA	Organizational Chart Amendment, Leisure Services Name Change	This is a request to amend the Ormond Beach Organizational Chart to amend the name of the Leisure Services department to the Parks and Recreation department.	NA	09.03.2025	
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.					

Planning public hearing items

Board of Adjustment and Appeals - September 3, 2025, City Commission Chambers of City Hall at 6:00 P.M.		
PZ-2025-186	42 Wicksfield Court, rear yard variance	This is a request a variance application of Linda Orrin, property owner of 42 Wicksfield Court. The property owner seeks to reconstruct an open porch with a hard-roof that was damaged by Hurricane Milton and extend a concrete patio in the rear yard. The property is in the Tymber Creek subdivision and has a zoning designation of R-4 (Single-Family Cluster and Townhouse). Section 2-17(B)(12)(b) of the Ormond Beach Land Development Code requires a 20'-rear yard setback. The variance seeks to allow the construction of a 24' by 11.5'-hard-roof open-porch with a rear setback of 1', requiring a variance of 19' to the required 20'-rear yard setback. Additionally, Section 2-50(y) of the Ormond Beach Land Development Code states that no patio or deck shall be closer than 5' to the rear property line. The variance seeks to allow the construction of a 5'-wide by 12'-deep concrete patio next to the proposed hard-roof porch with a rear setback of 0.5' (6 inches) to the rear property line, requiring a variance of 4.5' to the required 5'-setback.
PZ-2025-187	215 Grove Street, Street Side/Corner Yard Variance	This is a variance request submitted by Yasmin Seedansingh, property owner of 215 Grove Street. The subject property is zoned as R-3, (Single-Family Medium Density). The applicant is requesting a street side/corner yard variance to allow construction of a pool screen enclosure. Section 2-15(B)(9)(d) of the Land Development Code requires a street side/corner yard setback of 20 feet. The street side/corner yard setback of the home is currently nonconforming at 15 feet. A variance of 5 feet to the required street side/corner yard setback of 20 feet is requested for a final street side/corner yard setback of 15 feet in order to install a screen enclosure over the existing pool. The proposed expansion will not further encroach in the nonconforming street side/corner yard.
PZ-2025-189	195-A Cardinal Drive, Rear Yard and Side Yard setback variances	This is a request for a rear yard and a side yard setback variance from Ted and Bob's Aluminum & Construction, Inc., on behalf of Rodney Colson, property owner of 195-A Cardinal Drive. The subject property is zoned as R-4, (Single-Family Cluster and Townhouse). The applicant is requesting a rear yard variance and a side yard variance to allow construction of a hard-roof glass room and a hard-roof screen room. Section 2-17(B)(12)(b) of the Land Development Code requires a rear yard setback of 20 feet. Section 2-17(B)(12)(c) of the Land Development Code requires a side yard setback of 20 feet. The side yard setback of the home is currently nonconforming at 16.5 feet. A variance of 5 feet to the required rear yard setback of 20 feet is requested for a final rear yard setback of 15 feet, and a variance of 10 feet to the required side yard setback of 20 feet is requested for a final side yard setback of 10 feet in order to construct a hard-roof glass room and hard-roof screen room screen.
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 - September 11, 2025, City Commission Chambers of City Hall at 6:00 P.M.		
		Canceled - No applications.
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.		

Ormond Beach Arts District Board - September 17, 2025, Training Room of City Hall at 5:30 P.M.		
NA	Sculpture Tour within the Downtown Overlay District	This is a request by the Ormond Beach Arts District to allow the Seward Johnson Sculpture Tour within the Downtown Overlay District under the provisions of Chapter 18, Public Arts Program in the Downtown Overlay District.
The Ormond Beach Arts District Board agenda is available at: https://www.ormondbeach.org/1020/Ormond-Beach-Arts-District-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 (08/01/2025 TO 08/29/2025) FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Demolition, Partial or Interior	1	500	\$6,500.00	\$263.50
	Detached Accessory Structure	2	10,265	\$392,546.00	\$3,211.48
	Dock/Seawall	1	8,720	\$232,163.00	\$1,454.81
	Electrical	7	51,475	\$123,799.00	\$2,772.80
	Exterior	9	0	\$572,072.42	\$3,636.66
	Interior Build Out	6	11,759	\$460,700.00	\$7,713.36
	Mechanical	20	0	\$197,664.38	\$2,255.25
	New Construction	1	20,000	\$5,000,000.00	\$81,299.19
	New Construction, Addition	1	6,800	\$608,240.00	\$8,081.28
	Plumbing	4	200	\$6,781.00	\$797.50
	Pool/Spa	1	0	\$186,810.00	\$1,451.25
	Reroof	6	41,709	\$1,084,132.00	\$4,181.08
	Signage	18	574	\$54,945.00	\$2,710.40
	Wall, Structural	1	100	\$12,500.00	\$218.38
BUILDING NON-RESIDENTIAL TOTAL:		78	152,102	\$8,938,852.80	\$120,046.94
Building Residential	Demolition, Complete	1	884	\$4,900.00	\$197.04
	Demolition, Partial or Interior	1	506	\$3,900.00	\$169.87
	Detached Accessory Structure	6	2,393	\$44,315.00	\$1,184.26
	Electrical	23	1,619	\$64,939.00	\$1,930.35
	Exterior	77	3,186	\$913,551.35	\$13,064.19
	Gas	11	0	\$71,172.00	\$911.25
	Generator	12	12	\$165,669.06	\$2,750.27
	Interior Renovation	4	2,426	\$243,071.60	\$1,761.46
	Manufactured/Mobile Home	3	4,338	\$68,000.00	\$19,155.46
	Mechanical	85	7,730	\$783,216.04	\$6,525.03
	New Construction, Addition	7	6,153	\$539,483.00	\$3,984.68
	New, Single Family Residential	5	15,924	\$3,751,315.57	\$51,329.48
	Plumbing	13	22	\$33,337.00	\$835.55
	Pool/Spa	6	998	\$461,000.00	\$4,152.78
	Reroof	74	98,369	\$1,384,499.81	\$11,895.73
	Screen Enclosure	3	2,887	\$50,190.00	\$622.21
	Solar	12	0	\$475,145.22	\$4,873.69
	Wall, Structural	2	1,200	\$143,000.00	\$1,118.39
BUILDING RESIDENTIAL TOTAL:		345	148,647	\$9,200,704.65	\$126,461.69
Engineering Residential	Tree Maintenance and/or Removal	36	0	\$0.00	\$570.00
ENGINEERING RESIDENTIAL TOTAL:		36	0	\$0.00	\$570.00
Fire Non-Residential	Fire Protection Systems	9	26,940	\$121,858.00	\$1,395.00
FIRE NON-RESIDENTIAL TOTAL:		9	26,940	\$121,858.00	\$1,395.00
LDC Non-Residential	Non-Residential Paint Permit	1	7,245	\$24,900.00	\$20.00
	Non-Residential SPRC Site Improvem	1	60,000	\$33,000.00	\$250.00
	Special Event Permit	5	0	\$5.00	\$0.00
LDC NON-RESIDENTIAL TOTAL:		7	67,245	\$57,905.00	\$270.00
LDC Residential	Garage Sale	15	0	\$143.00	\$75.00
	LDC	30	0	\$167,621.00	\$1,995.00
	Sheds less than 150 square feet in siz	1	0	\$4,000.00	\$75.00
LDC RESIDENTIAL TOTAL:		46	0	\$171,764.00	\$2,145.00

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (08/01/2025 TO 08/29/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
GRAND TOTAL:		521	394,934	\$18,491,084.45	\$250,888.63

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

Ormond Beach Residential, as of August 29, 2025

Subdivision Name	Type	Status	Lots	CO Issued	Issued	Fees Due	In Review	Remaining Lots
121 East	MF	Site Pan Review	24					24
40 North Beach Street	MF	Site Pan Review	3					3
Archer's Mill Phase 1	SF	Infrastructure Complete	94	91	0	0	0	3
Archer's Mill Phase 2	SF	Infrastructure Complete	68	14	14	34	0	6
Archer's Mill Phase 3	SF	No Construction to Date	78	0	0	0	0	78
Archer's Mill Phase 4	SF	No Construction to Date	111	0	0	0	0	111
Archer's Mill Phase 5	SF	Infrastructure Construction	114	0	0	0	0	114
Archer's Mill Phase 6	SF	Infrastructure Complete	78	0	0	0	0	78
Bradford Lakes	SF	Infrastructure Construction	80	0	0	0	0	80
Bradford Park	TH	Infrastructure Construction	180	0	28	0	0	152
Enclave (Tymber Creek)	SF	Infrastructure Complete	12	0	0	0	0	12
Enclave (North Yonge)	MF	Site Pan Review	64					64
Fountain View, Phase 1A	SF	Infrastructure Complete	121	92	0	0	0	27
Fountain View, Phase 1B	SF	Infrastructure Complete	137	18	12	42	12	53
Fountain View, Phase 1C	SF	Infrastructure Construction	141	0	0	0	0	141
Fountain View, Phase 1D	SF	No Construction to Date	103	0	0	0	0	103
Fountain View, Phase 1E	SF	No Construction to Date	110	0	0	0	0	110
Fountain View, Phase 1F	SF	No Construction to Date	97	0	0	0	0	97
Ormond Crossings, Phase	SF	Site Plan Review	444					444
Ormond Crossings, Approved	SF/MF	Development Order	2506					2506
Plantation Oaks, Phase 2A	MH	Infrastructure Complete	94	84	1	0	0	9
Plantation Oaks, Phase 2B	MH	Infrastructure Complete	125	36	4	0	0	85
Plantation Oaks, Phase 2C	MH	Infrastructure Construction	121	0	0	0	0	121
Plantation Oaks, Phase 2D	MH	Infrastructure Construction	84	0	0	0	0	84
Regal	MF	Site Plan Approved	310					310
Ridgehaven	SF	Infrastructure Complete	286	26	47	0	10	203
Rivell	SF	Site Plan Review	3					3
Tattersall at Tymber Creek	SF	Infrastructure Construction	75					75
Tides Edge	SF	Infrastructure Construction	15					15
Tymber Creek Apartments	MF	Site Plan Approved	270					270
TOTALS:			5,948	361	106	76	22	5,381
PERCENTAGE:			NA	6%	2%	1%	0%	90%

Notes: MF - Multi-family, SF - Single-family, TH - Townhomes, MH - Manufactured Homes, CO - Certificate of Occupancy



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	8.A.
Section	PUBLIC HEARINGS	Category	Public Hearing - Ordinances
Subject	Amendment to Water & Wastewater Rates (SECOND READING)		
Recommended Action	Staff recommends approval of the ordinance amendment.		
Strategic Goal	Water Quality & the Environment - Other		
Department Staff Contact	Finance Kelly McGuire, Finance Director		

Summary

As discussed with the City Commission during the budget workshop, rate increases are necessary to provide sufficient funding for ongoing operations, capital projects and associated debt service within the Water & Wastewater Fund. **The proposed rate adjustment will have no impact on the minimum bill for usage of 2,000 gallons or less.** The rate increase will only be applied to excess usage above 2,000 gallons as follows:

Service Type	Inside City Increase per 1,000 gallons
Residential Water 3,000 to 6,000 gallons	\$0.62
Residential Water 7,000 gallons or more	\$0.74
Residential Wastewater 3,000 gallons or more	\$0.62
Commercial Water 3,000 to 6,000 gallons	\$0.76
Commercial Water 7,000 gallons or more	\$0.91
Commercial Wastewater 3,000 gallons or more	\$0.77
Multi-Family Water 3,000 to 6,000 gallons	\$0.62
Multi-Family Water 7,000 gallons or more	\$0.74
Multi-Family Wastewater 3,000 gallons or more	\$0.62

The impact of the above on an average customer will be:

Rates for average customer 6,000 gallons	Current	10/1/2025
Water	\$33.49	\$35.97
Wastewater	\$43.83	\$46.31
Total	\$77.32	\$82.28

Outside City and Retail rates will also be adjusted as outlined in the ordinance amendment.

The additional funding will mitigate the rising cost of operating expenses such as sludge hauling, chemicals and necessary components to maintain the collection and distribution systems.

Financial Impact

The rate adjustments are anticipated to generate sufficient revenue when combined with Water & Wastewater reserves to fund expenses included in the FY 2025-26 proposed budget.

Citizen Impact

There will be no increase to the minimum bill which includes the first 2,000 gallons of water per month. The average household uses 6,000 gallons per month and can expect a monthly increase of \$4.96 beginning October 1, 2025.

Attachments

1. 25-30 W & WW rate incr (P25-0013G)
2. Business Impact Statement

ORDINANCE NO. 2025-30

AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; 22-71, SERVICE CHARGE ESTABLISHED; 22-136, MINIMUM WATER RATES; AND 22-137, MINIMUM WASTEWATER RATES; OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, BY INCREASING WATER AND SEWER RATES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Section 22-23, Minimum meter rates generally, of Article I, Water, Division 2, Rates and Charges, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-23. - Minimum meter rates generally.

The following minimum meter rates shall be applied to all retail quantities of water as shown by monthly meter readings to have been delivered; except that this section is not applicable for water service of two days or less:

(1) *Residential rate.*

a. *Inside city limits.*

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 <u>10/1/2025</u>
2,000 or less, minimum	\$17.41	\$18.45
Excess over 2,000, per 1,000	\$3.55	\$3.76 <u>\$4.38</u>
Excess over 6,000, per 1,000	\$4.21	\$4.46 <u>\$5.20</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

b. *Outside city limits.*

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 10/1/2025
2,000 or less, minimum	\$26.11	\$27.67
Excess over 2,000, per 1,000	\$5.33	\$5.65-\$6.57
Excess over 6,000, per 1,000	\$6.31	\$6.69-\$7.80

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

- (2) *Commercial rate.* Commercial, industrial and service accounts shall not be subject to the multiple minimum charge, except as set forth in the last paragraph of this subsection. In lieu of the multiple minimum:

- a. Inside the city limits the commercial rate will be:

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 10/1/2025
2,000 or less, minimum	\$17.41	\$18.45
Excess over 2,000, per 1,000	\$4.37	\$4.63-\$5.39
Excess over 6,000, per 1,000	\$5.22	\$5.53-\$6.44

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

- b. Outside of the city limits the commercial rate will be:

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 10/1/2025
2,000 or less, minimum	\$26.11	\$27.67
Excess over 2,000, per 1,000	\$6.55	\$6.94-\$8.09
Excess over 6,000, per 1,000	\$7.82	\$8.29-\$9.66

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

SECTION TWO. Section 22-24, Multiple minimum charges, of Article I, Water, Division 2, Rates and Charges, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-24. - Multiple minimum charges.

- (a) *Inside city; minimum charge where meter installation serves more than one equivalent living unit.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each unit served from a single meter inside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 10/1/2025
First Unit:		
2,000 or less, minimum	\$17.41	\$18.45
Excess over 2,000, per 1,000	\$3.55	\$3.76- \$4.38
Excess over 6,000, per 1,000	\$4.21	\$4.46- \$5.20
Each Additional Unit:		
2,000 or less, minimum	\$16.60	\$17.60
Excess over 2,000, per 1,000	\$3.55	\$3.76- \$4.38
Excess over 6,000, per 1,000	\$4.21	\$4.46- \$5.20

- (b) *Outside city; minimum charge where meter installation serves more than one equivalent living unit.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each unit served from a single meter outside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 10/1/2025
First Unit:		
2,000 or less, minimum	\$26.11	\$27.67
Excess over 2,000, per 1,000	\$5.33	\$5.65- \$6.57
Excess over 6,000, per 1,000	\$6.31	\$6.69- \$7.80
Each Additional Unit:		
2,000 or less, minimum	\$24.89	\$26.38
Excess over 2,000, per 1,000	\$5.33	\$5.65- \$6.57
Excess over 6,000, per 1,000	\$6.31	\$6.69- \$7.80

SECTION THREE. Section 22-71, Service charge established, of Article II, Sewers, Division 1, Generally, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-71. - Service charge established.

The following minimum rates for the use or availability for use of the sanitary sewage facilities of the city by water consumption as shown by monthly meter readings to have been delivered shall be:

(1) *Residential rate.*

a. *Inside city limits.*

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 <u>10/1/2025</u>
2,000 or less, minimum	\$21.54	\$22.83
Excess over 2,000, per 1,000	\$4.95	\$5.25 <u>\$5.87</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

b. *Outside city limits.*

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 <u>10/1/2025</u>
2,000 or less, minimum	\$32.31	\$34.25
Excess over 2,000, per 1,000	\$7.43	\$7.87 <u>\$8.81</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

(2) *Commercial rate.*

a. *Inside city limits:*

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 <u>10/1/2025</u>
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2,000 or less, minimum	\$21.54	\$22.83
Excess over 2,000, per 1,000	\$6.14	\$6.51 <u>\$7.28</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

b. *Outside city limits:*

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 <u>10/1/2025</u>
2,000 or less, minimum	\$32.31	\$34.25
Excess over 2,000, per 1,000	\$9.21	\$9.76 <u>\$10.92</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

(3) *Multiple minimum charges.*

- a. *Inside city; minimum charge where meter installation serves more than one equivalent living unit.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each additional unit served from a single meter inside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 <u>10/1/2025</u>
First Unit:		
2,000 or less, minimum	\$21.54	\$22.83
Excess over 2,000, per 1,000	\$4.95	\$5.25 <u>\$5.87</u>
Each Additional Unit:		
2,000 or less, minimum	\$20.36	\$21.58
Excess over 2,000, per 1,000	\$4.95	\$5.25 <u>\$5.87</u>

- b. *Outside city; minimum charge where meter installation serves more than one equivalent living unit.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each unit served from a single meter outside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 <u>10/1/2025</u>
First Unit:		

2,000 or less, minimum	\$32.31	\$34.25
Excess over 2,000, per 1,000	\$7.43	\$7.88 <u>\$8.81</u>
Each Additional Unit:		
2,000 or less, minimum	\$30.55	\$32.38
Excess over 2,000, per 1,000	\$7.43	\$7.88 <u>\$8.81</u>

SECTION FOUR. Section 22-136, Minimum water rates, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows.

Sec. 22-136. Minimum water rates.

The following minimum rates shall be applied to all retail quantities of water as shown by monthly meter readings to have been delivered; except that this section is not applicable for water service of two days or less:

(1) *Residential rate.*

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 <u>10/1/2025</u>
2,000 or less, minimum	\$21.76	\$23.06
Excess over 2,000, per 1,000	\$4.44	\$4.71 <u>\$5.48</u>
Excess over 6,000, per 1,000	\$5.26	\$5.58 <u>\$6.50</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

(2) *Commercial, industrial and service rate.*

- a. Commercial, industrial and service accounts shall not be subject to the multiple minimum charge in subsection (3) of this section, except as set forth in subsection (2)b of this section. In lieu of the multiple minimum:

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 <u>10/1/2025</u>
2,000 or less, minimum	\$21.76	\$23.06
Excess over 2,000, per 1,000	\$5.46	\$5.79 <u>\$6.74</u>
Excess over 6,000, per 1,000	\$6.52	\$6.91 <u>\$8.05</u>

- b. Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.
- (3) *Multiple minimum charges.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each unit served from a single meter outside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 10/1/2025
First Unit:		
2,000 or less, minimum	\$21.76	\$23.06
Excess over 2,000, per 1,000	\$4.44	\$4.71 \$5.16
Excess over 6,000, per 1,000	\$5.26	\$5.58 \$6.50
Each Additional Unit:		
2,000 gallons or less, minimum	\$20.75	\$21.99
Excess over 2,000, per 1,000	\$4.44	\$4.71 \$5.16
Excess over 6,000, per 1,000	\$5.26	\$5.58 \$6.50

SECTION FIVE. Section 22-137, Minimum wastewater rates, of Article IV, Hunter's Ridge-Flagler County DRI Service Area, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows.

Sec. 22-137. Minimum wastewater rates.

The minimum rates for the use or availability of use of the city's sanitary sewer or wastewater facilities shall be based upon water consumption as shown by monthly meter readings to have been delivered, and shall be:

- (1) *Residential rate.*

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 10/1/2025
2,000 or less, minimum	\$26.92	\$28.54
Excess over 2,000, per 1,000	\$6.19	\$6.56 \$7.34

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

(2) *Commercial, industrial and service rate.*

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 <u>10/1/2025</u>
2,000 or less, minimum	\$26.92	\$28.54
Excess over 2,000, per 1,000	\$7.67	\$8.13 <u>\$9.10</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

(3) *Multiple minimum charges.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each unit served from a single meter outside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/2023	Rate, Effective 9/30/2024 <u>10/1/2025</u>
First Unit:		
2,000 or less, minimum	\$26.92	\$28.54
Excess over 2,000, per 1,000	\$6.19	\$6.56 <u>\$7.34</u>
Each Additional Unit:		
2,000 gallons or less, minimum	\$25.45	\$26.98
Excess over 2,000, per 1,000	\$6.19	\$6.56 <u>\$7.34</u>

SECTION SIX. This Ordinance and the water rate and wastewater rate adjustments provided herein shall be effective October 1, 2025. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission, this 3rd day of September, 2025.

PASSED UPON at the second and final reading of the City Commission, this 17th day of September, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

Ordinance No. 2025-30

AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; 22-71, SERVICE CHARGE ESTABLISHED; 22-136, MINIMUM WATER RATES; AND 22-137, MINIMUM WASTEWATER RATES; OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, BY INCREASING WATER AND SEWER RATES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

Ordinance is required to comply with Florida Statute regarding annual adoption of budgets.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None

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

None

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None

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

Not applicable

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	9.A.
Section	SECOND READING OF ORDINANCES	Category	Second Reading of Ordinances
Subject	Amendment to Solid Waste Collection Rates (SECOND READING)		
Recommended Action	The <u>Budget Advisory Board</u> reviewed the rate adjustment and recommended approval. Staff also recommends approval of the ordinance amendment.		
Strategic Goal	Governance - Other		
Department Staff Contact	Finance Kelly McGuire, Finance Director		

Summary

Annually, the City's contractual solid waste hauler receives a cost of living adjustment. Since the Solid Waste fund is a self-supporting entity, these cost increases are passed along to the customer. The proposed rate adjustments will also support the purchase of a new street sweeper and provide necessary funding to maintain adequate reserves to pay the City's share of emergency debris removal not reimbursed by FEMA or the State of Florida. The proposed rate adjustments are effective October 1, 2025 and September 30, 2026.

Monthly Charge	Current	10/1/2025	9/30/2026
Residential collection (single family, mobile home parks, multiple dwellings)	\$25.72	\$27.26	\$28.90
Recycling	\$7.22	\$7.65	\$8.11
Residential Container service per cubic yard	\$12.58	\$13.33	\$14.13
Commercial Container service per cubic yard	\$12.58	\$13.33	\$14.13
Commercial Can service per cubic yard	\$34.42	\$36.49	\$38.68
Commercial Compactor per cubic yard	\$22.26	\$23.60	\$25.02
Commercial extraordinary service	\$55.00	\$60.00	\$65.00

Financial Impact

The rate adjustments are anticipated to generate sufficient revenue to fund expenses included in the FY 2025-26 budget for contractual solid waste collection, disposal, yard waste and recycling. The adjustment will also offset any cost increases likely to be incurred during FY 2026-27, and are necessary for operations and capital projects related to providing solid waste services.

Citizen Impact

The proposed rate adjustments will provide funding for disaster clean-up related reserves.

Attachments

1. 25-31 Solid Waste rate incr (P25-0112G)
2. Ordinance Business Impact Estimate Solid Waste Rate Adj

ORDINANCE NO. 2025-31

AN ORDINANCE AMENDING SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Section 10-16, Fees for collection and disposal established, of Article 1, In General, of Chapter 10, Solid Waste, Yard Waste and Recyclables, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 10-16. Fees for collection and disposal established.

The fees for collection and disposal of garbage and for the removal of other trash (i.e., trees, shrubs trimmings, leaves, grass, papers, cardboard, etc.), shall be as follows:

(1) *Single-family residential.*

- a. *Generally.* Garbage fees shall commence when the house water meter is officially turned on and a certificate of occupancy has been issued; billing shall continue until the house meter is officially cut off. Monthly garbage fees are as follows:

	Effective 10/1/ 2023 <u>2025</u>	Effective 9/30/ 2024 <u>2026</u>
Residential collection, per month	\$24.26 <u>27.26</u>	\$25.72 <u>28.90</u>

b. *Mobile home parks.*

1. Except as provided in subsection (2)b of this section, mobile home parks will use containers approved, provided and located in one or more areas by the city as determined by the director of public works. There will be a review

every six months to determine any changes in the size of the containers to be provided.

2. When requested by the owner, the city, at its own option, may provide individual pickup for each mobile home, provided that the following conditions are met:
 - (i) The mobile home park streets meet all design and construction standards for a public street as required in the land development code and state statutes.
 - (ii) The mobile home park owner shall receive a single bill for the entire park and shall be responsible for all mobile home units, regardless of occupancy.
 - (iii) The garbage fee for each unit shall be the same as for residential collection.

	Effective 10/1/2023 <u>2025</u>	Effective 9/30/2024 <u>2026</u>
Per unit collection, per month	\$24.26 <u>27.26</u>	\$25.72 <u>28.90</u>

(2) *Residential multiple dwellings.*

- a. Where served by one water meter and where cans are used, the fee per living unit, regardless of occupancy, shall be:

	Effective 10/1/2023 <u>2025</u>	Effective 9/30/2024 <u>2026</u>
Residential can service, per month	\$24.26 <u>27.26</u>	\$25.72 <u>28.90</u>

- b. Where served by one water meter and where containers are used, the fee per cubic yard pickup shall be:

	Effective 10/1/2023 <u>2025</u>	Effective 9/30/2024 <u>2026</u>
Residential container service, per cubic yard pickup, per month	\$11.87 <u>13.33</u>	\$12.58 <u>14.13</u>

- c. Where each living unit is served by an individual water meter and where cans are used, the fee per living unit regardless of occupancy shall be:

	Effective 10/1/ 2023 <u>2025</u>	Effective 9/30/2024 <u>2026</u>
Per unit can service, per month	\$24.26 <u>27.26</u>	\$25.72 <u>28.90</u>

- d. Where each living unit is served by an individual water meter and where containers are used, the fee per cubic yard per pickup shall be:

	Effective 10/1/ 2023 <u>2025</u>	Effective 9/30/2024 <u>2026</u>
Per unit container service, per cubic yard per pickup	\$11.87 <u>13.33</u>	\$12.58 <u>14.13</u>

(3) *Commercial.*

- a. Commercial establishments (defined to include hotels, restaurants, lodges, churches and other such businesses and places not commonly described as residential) with cubic yard containers shall pay per cubic yard per pickup:

	Effective 10/1/ 2023 <u>2025</u>	Effective 9/30/2024 <u>2026</u>
Commercial container service, per cubic yard per pickup	\$11.87 <u>13.33</u>	\$12.58 <u>14.13</u>

Additional charges for waste tire disposal:

1. \$1.50 per passenger tire;
 2. \$3.00 per truck/oversize tire;
 3. \$15.00 per heavy equipment/off-road tire.
- b. Commercial establishments, as defined above, using cans shall pay per business or unit in the establishment:

	Effective 10/1/ 2023 <u>2025</u>	Effective 9/30/2024 <u>2026</u>
Per business or unit commercial can service, per cubic yard pickup, per month	\$32.47 <u>36.49</u>	\$34.42 <u>38.68</u>

Additional charges for waste tire disposal as set forth in subsection (c)(1) of this section.

- c. The director shall further have the authority to charge an additional ~~\$35.00~~ 55.00 plus \$10.00 per cubic yard, for extraordinary commercial pickup should extraordinary circumstances warrant.
- d. Commercial establishments, as defined above, using compactors shall pay:

	Effective 10/1/2023 <u>2025</u>	Effective 9/30/2024 <u>2026</u>
Commercial compactor service, per cubic yard pickup, per month	\$21.00 <u>23.60</u>	\$22.26 <u>25.02</u>

- (4) *Extraordinary service.* Where extraordinary service is required for other than commercial establishments pursuant to subsection (c)(3) of this section, there shall be a charge therefore determined by the director which charge shall not exceed the actual total cost to the city of collection and disposal.
- (5) *Rental units.*
- a. Rental cubic yard container units shall be available for special service (e.g., unusual yard trash, construction, etc.) at a cost of \$40.00 per pickup. The person requesting such unit shall either provide the director of public works with a utility account number to be charged (with written authorization from the holder of that account) or pay an advance fee of \$80.00, to be applied to the pickup fees. Any unused portion thereof will be refunded to the payor without interest.
- b. Rental open top roll-off containers shall be available at a cost not to exceed \$135.00 per pull, with a minimum charge equal to one pull every two weeks, plus the then-current fees charged for dumping such container in the county landfill and any overweight charges and fines attributable to the container.
- (6) *Recycling.* Each residential account shall be charged a monthly fee for recycling services. Such charge shall be included in the garbage fee and billed in accordance with section 10-17.

	Effective 10/1/2023 <u>2025</u>	Effective 9/30/2024 <u>2026</u>
Residential recycling, per month	\$6.81 <u>7.65</u>	\$7.22 <u>8.11</u>

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. This Ordinance shall take effect on October 1, 2025.

PASSED UPON at the first reading of the City Commission, this 3rd day of September, 2025.

PASSED UPON at the second and final reading of the City Commission this 17th day of September, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

Ordinance No. 2025-31

AN ORDINANCE AMENDING SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

Ordinance is required to comply with Florida Statute regarding annual adoption of budgets.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None

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

None

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None

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

Not applicable

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	September 17, 2025	Item No	9.B.
Section	SECOND READING OF ORDINANCES	Category	Second Reading of Ordinances
Subject	Amendment to Stormwater Rates (SECOND READING)		
Recommended Action	Staff recommends approving amendments to the stormwater rates effective 10/1/2025 and 9/30/2026.		
Strategic Goal	Water Quality & The Environment		
Department Staff Contact	Finance Kelly McGuire, Finance Director		

Summary

The City reduced its monthly stormwater fee in October 2018 from \$8.00 per month to \$7.00 per month. Inflationary factors along with growing capital needs will require adjustments to the monthly rate as follows:

Current Fee	Effective 10/1/25	Effective 9/30/26
\$7.00 monthly	\$9.00 monthly	\$11.00 monthly

The rate adjustment will provide adequate funding for the \$2.1 million in stormwater maintenance expenses and \$3.5 million in stormwater capital improvements planned in the proposed FY 2025-26 budget.

Financial Impact

The rate adjustment will provide the necessary funding for ongoing stormwater maintenance and capital improvements.

Citizen Impact

Maintenance of the City's stormwater system will mitigate the impact of flooding.

Attachments

1. 25-32 Stormwater Fee Rate Increase (P25-0125G)
2. Business Impact Statment

ORDINANCE NO. 2025-32

AN ORDINANCE AMENDING SECTION 22-158, UTILITY FEE ESTABLISHED, OF DIVISION 2, RATES AND CHARGES, OF ARTICLE V, STORMWATER DRAINAGE UTILITY, OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, BY INCREASING THE STORMWATER UTILITY FEE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Section 22-158, Utility fee established, of Division 2, Rates and Charges, of Article V, Stormwater Drainage Utility, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances*, is hereby amended to read as follows:

Sec. 22-158. Utility fee established.

- (a) *(No change in existing text)*
- (b) *(No change in existing text)*
- (c) The minimum service charge shall be that for a single-family unit equivalency. Monthly service charges for all properties other than single-family are based on the square footage of impervious surface area, such that for each three thousand (3,000) square feet of surface area, the property shall be charged an additional single-family unit equivalency charge. ~~Except as hereinafter provided, the fee shall be three (\$3.00) dollars per month, per single family unit equivalency.~~
 - ~~(1) — From May 1, 1997, through April 30, 1998, inclusive, the fee shall be four (\$4.00) dollars per month, per single family unit equivalency;~~

- ~~(2) From May 1, 1998, through April 30, 1999, inclusive, the fee shall be five (\$5.00) dollars per month, per single-family unit equivalency;~~
- ~~(3) From May 1, 1999, through September 30, 2008, inclusive, or through the date of completion of all projects included in the City's Stormwater Master Plan, inclusive, whichever date is the first to occur, the fee shall be six (\$6.00) dollars per month, per single-family unit equivalency.~~
- ~~(4) Beginning October 1, 2018, the fee shall be seven (\$7.00) dollars per month, per single-family unit equivalency.~~

	Effective 10/1/2025	Effective 9/30/2026
Per month, per single-family unit equivalency	<u>\$9.00</u>	<u>\$11.00</u>

(d) *(No change in existing text)*

(e) *(No change in existing text)*

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. This Ordinance shall take effect on October 1, 2025.

PASSED UPON at the first reading of the City Commission, this 3rd day of September, 2025.

PASSED UPON at the second and final reading of the City Commission, this 17th day of September, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

Ordinance No. 2025-32

AN ORDINANCE AMENDING SECTION 22-158, UTILITY FEE ESTABLISHED, OF DIVISION 2, RATES AND CHARGES, OF ARTICLE V, STORMWATER DRAINAGE UTILITY, OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, BY INCREASING THE STORMWATER UTILITY FEE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

Ordinance is required to comply with Florida Statute regarding annual adoption of budgets.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None

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

None

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None

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

Not applicable

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)