



City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

November 18, 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. **PRESENTATIONS AND PROCLAMATIONS**
 - A. National American Indian Heritage Month
 - B. Global Entrepreneurship Month
5. **AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & ON THE CONSENT AGENDA**
6. **APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - November 4, 2025
7. **COMMUNITY REDEVELOPMENT AGENCY**
 - A. Work Authorization - Fortunato Park Fishing Pier and Gazebo Repair, Design (SEE ITEM 8A)

RESOLUTION NO. 2025-180: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM DREDGING & MARINE CONSULTANTS, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES REGARDING THE FORTUNATO PARK PIER AND GAZEBO REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

8. **CONSENT AGENDA**

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

 - A. Work Authorization - Fortunato Park Fishing Pier and Gazebo Repair, Design

RESOLUTION NO. 2025-180: A RESOLUTION OF THE CITY COMMISSION, ALSO

ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM DREDGING & MARINE CONSULTANTS, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES REGARDING THE FORTUNATO PARK PIER AND GAZEBO REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

B. Work Authorization - Riviera Park Fishing Pier and Gazebo Repair, Design

RESOLUTION NO. 2025-181: A RESOLUTION ACCEPTING A PROPOSAL FROM DREDGING & MARINE CONSULTANTS, LLC TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES REGARDING THE RIVIERA PARK PIER AND GAZEBO REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

C. Work Authorization - Ormond Beach Sports Complex New Ballfield

RESOLUTION NO. 2025-182: A RESOLUTION ACCEPTING A PROPOSAL FROM GAI CONSULTANTS, INC. FOR PROFESSIONAL ENGINEERING SERVICES REGARDING DESIGN OF FIELD 4 AT THE ORMOND BEACH SPORTS COMPLEX; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

D. Community Development Block Grant (CDBG) Fiscal Year 2024-25 Amendment

RESOLUTION NO. 2025-183: A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR FISCAL YEAR 2024-2025 BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA TO ADD THE CONSTRUCTION OF ADA COMPLIANT SIDEWALKS ON THE NORTH AND SOUTH SIDE OF VANDERBILT DRIVE TO THE MILITARY BLVD. SIDEWALK PROJECT AND THE REPLACEMENT OF EIGHT (8) DRIVEWAYS ALONG MILITARY BLVD.; AND SETTING FORTH AN EFFECTIVE DATE.

E. Victims of Crime Act (VOCA) Grant Agreement FY 2025-2026

RESOLUTION NO. 2025-184: A RESOLUTION RATIFYING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL REGARDING FUNDING FOR THE CITY'S VICTIM'S ADVOCATE PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

F. Acceptance of a Sidewalk Easement - 1405 North US Highway 1, Stor-It

RESOLUTION NO. 2025-185: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC SIDEWALK EASEMENT DEED OF FIFTEEN (15') FEET IN WIDTH AND APPROXIMATELY 350 LINEAR FEET IN LENGTH FROM STOR-IT SELF STORAGE ORMOND BEACH, LLC, TO PROVIDE A SIDEWALK EASEMENT FOR A PUBLIC SIDEWALK ALONG THE NORTH US HIGHWAY 1 RIGHT-OF-WAY ON PROPERTY

LOCATED AT 1405 NORTH U.S. HIGHWAY 1 AND SETTING FORTH AN EFFECTIVE DATE.

- G. Electric Utility Easement (FPL) - Hudson Wellfield Expansion

RESOLUTION NO. 2025-186: A RESOLUTION AUTHORIZING THE EXECUTION OF AN EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY FOR THE INSTALLATION OF UTILITIES ALONG AIRPORT ROAD AND STATE ROAD 40; AND SETTING FORTH AN EFFECTIVE DATE.

- H. **Disposition Item:** Construction & Demolition Franchise Renewal, Samsula Landfill, Inc.

- I. **Disposition Item:** Intent To Bid - 2026 Roadway Resurfacing

- J. **Disposition Item:** City Manager's Monthly Report, November 2025

9. PUBLIC HEARINGS

- A. Land Development Code Amendment - Section 2-42, Design Standards

ORDINANCE NO. 2025-35: AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-42, DESIGN STANDARDS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BUILDING DESIGN STANDARDS TO BE CONSISTENT WITH SECTION 163.3202, FLORIDA STATUTES REGARDING RESIDENTIAL BUILDING DESIGN ELEMENTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

- B. Land Development Code Amendment - Section 2-50(o), Detached Garages

ORDINANCE NO. 2025-36: AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO AMEND THE PRINCIPAL STRUCTURE DEFINITION AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (O) GARAGES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO AMEND THE MAXIMUM SIZE OF DETACHED GARAGES ALLOWED FOR PROPERTIES TWO (2) ACRES OR GREATER IN SIZE TO ONE HUNDRED PERCENT (100%) OF THE TOTAL SQUARE FOOTAGE OF THE PRINCIPAL STRUCTURE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

- C. First United Methodist Church Special Exception

RESOLUTION NO. 2025-187: A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A SPECIAL EXCEPTION DEVELOPMENT ORDER FOR A HOUSE OF WORSHIP REGARDING “FIRST UNITED METHODIST CHURCH” LOCATED AT 336 SOUTH HALIFAX DRIVE WITHIN THE R-2, SINGLE-FAMILY LOW DENSITY ZONING DISTRICT TO ALLOW FOR THE DEMOLITION OF THE EXISTING GATHERING BUILDING AND CONSTRUCTION OF A NEW GATHERING BUILDING WITH ASSOCIATED SITE IMPROVEMENTS; THE REPEAL AND REPLACEMENT OF RESOLUTION 93-38 IN ITS ENTIRETY; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

10. SECOND READING OF ORDINANCES

A. Fiscal Year 2024-2025 Budget Amendments (Second Reading)

ORDINANCE NO. 2025-33: AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); FINANCING DEBT SERVICE FUND (205); BEACHFRONT PARK BOND FUND (220); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BOND FUND (446); SOLID WASTE FUND (460) AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

B. General Employees' Pension Ordinance Amendment (Second Reading)

ORDINANCE NO. 2025-34: AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, FURTHER AMENDING ARTICLE I, GENERAL EMPLOYEES' PENSION PLAN, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-9, VESTING; PROVIDING FOR A BENEFIT MULTIPLIER FOR CREDITED SERVICE EARNED ON OR AFTER OCTOBER 1, 2025, FOR MEMBERS HIRED ON OR AFTER DECEMBER 19, 2012; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

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.



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Phone: 386-677-0311



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



City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

November 4, 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 07:00 PM.

Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, Kristin Deaton, and Harold Briley, City Manager Joyce Shanahan, Deputy City Attorney Ann-Margret Emery, Assistant City Managers Claire Whitley and Shawn Finley, and City Clerk Susan Dauderis.

2. **INVOCATION**

Chaplain Sam Mercado, Advent Health, provided the invocation.

3. **PLEDGE OF ALLEGIANCE**

Mayor Leslie led the Pledge of Allegiance.

4. **PRESENTATIONS AND PROCLAMATIONS**

A. Ormond Beach Police Foundation

Mayor Leslie directed a video to play regarding the Ormond Beach Police Foundation (Foundation).

Mr. Dwight Selby, Mr. Ed Kelley, and Mr. Carl Persis, Foundation Board members, discussed the Foundation, memberships, donors, fundraising efforts, and upcoming goals.

Mayor Leslie presented a proclamation to the Foundation representatives and encouraged the recognition and celebration of the contributions of the Foundation.

B. Kevin Gray

Mr. Kevin Gray, Deputy Public Works Director, discussed highlights from his career with the city.

Mayor Leslie presented a proclamation and key to the city to Mr. Gray and encouraged the recognition and celebration of his work for the city, and wished him the best in his retirement.

C. FDOT Nova Road Update

Mr. Jim Stroz, Florida Department of Transportation (FDOT), presented information on the upcoming Nova Road project highlighting the improvements, timeline, and citizen feedback received. He informed the Commission of an upcoming community engagement event for further citizen feedback and discussion.

Mayor Leslie inquired about a bicycle lane; whereby, Mr. Stroz informed him there would not be a bicycle lane north of Granada Boulevard. Mayor Leslie inquired about the prior pedestrian and bicycle crashes; whereby, Mr. Stroz stated majority of the crashes were from crossing Nova Road, noting additional crosswalks were proposed.

Commissioner Briley questioned if FDOT was altering the traffic light signalization at certain intersections; whereby, Mr. Stroz stated he would look into it noting it was not planned.

Commissioner Deaton expressed cautious optimism requesting FDOT take in all community feedback possible; whereby, Mr. Stroz noted FDOT was taking feedback from prior local projects into consideration.

Commissioner Sargent voiced concerns regarding the right turn only lanes at the Nova Road and Granada Boulevard intersection; whereby, Mr. Stroz noted the concerns.

Commissioner Tolland discussed bicycle markings for a shared lane; whereby, Mr. Stroz stated the markings were for lower speed roadways. She inquired if the speed limit would change; whereby, he indicated it would not.

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

Ms. Irene Todora, 340 Cumberland Avenue, voiced concerns regarding new construction and flooding within her neighborhood.

Mr. Shawn Finley, Assistant City Manager, explained he spoke with Ms. Todora and that where she lived was a priority neighborhood for the city to begin working on stormwater projects and discussed the projects.

Commissioner Sargent expressed urgency for the stormwater projects and suggested it be added to the legislative priorities.

Mr. Steve Berdequez, 340 Cumberland Avenue, discussed his history with the city and the flooding issues in the area.

Ms. Angela Noel, 2700 Ocean Shore Boulevard, unincorporated Volusia County, requested to hear from the Legal Department. She expressed concerns regarding the impact fees for septic to sewer not being in alignment with terminology within other city ordinances, and provided examples. She stated staff could call her for grant information on stormwater projects, noting her history with government entities.

Ms. Jane Doe, no address provided, requested the Commission stop the FDOT plans along Nova Road. She addressed the audience stating residents do not have to include

their names or addresses on the audience remarks cards the city provides; whereby, Mayor Leslie requested she address the Commission. She continued addressing the audience stating the City Commission works for the residents of the city.

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - October 21, 2025

Mayor Leslie advised the minutes from the October 21, 2025, City Commission meeting were sent to the Commission for review and posted on the city's website for public viewing. He asked if there were any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the October 21, 2025, City Commission meeting minutes.

Motion passed by voice vote.

7. CONSENT AGENDA

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

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

Mayor Leslie requested Item 7R be pulled from the Consent Agenda.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of the Consent Agenda, absent Item 7R.

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

A. National Association of Government Employees Collective Bargaining Agreement

RESOLUTION NO. 2025-158: A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES; AND SETTING FORTH AN EFFECTIVE DATE.

B. Nova Community Center Gym Ceiling Repairs

RESOLUTION NO. 2025-162: A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING CEILING REPAIRS IN THE GYM AT THE NOVA COMMUNITY CENTER; AUTHORIZING THE EXECUTION OF A WORK

AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

C. RFP - Motor and Pump Repair

RESOLUTION NO. 2025-167: A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH TWO PROFESSIONAL FIRMS FOR UTILITIES MOTOR AND PUMP REPAIR SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2025-40; AND SETTING FORTH AN EFFECTIVE DATE.

D. Work Authorization - Northbrook Lane Stormwater Repair

RESOLUTION NO. 2025-168: A RESOLUTION ACCEPTING A PROPOSAL FROM HAZEN CONSTRUCTION, LLC FOR CONSTRUCTION MANAGEMENT AT RISK FOR UNDERGROUND UTILITY SERVICES REGARDING THE NORTHBROOK LANE STORMWATER PIPE REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

E. Interlocal Agreement - Volusia Co., Fire Apparatus Fleet Services and Contingency Fueling

RESOLUTION NO. 2025-169: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE COUNTY OF VOLUSIA FOR THE PROVISION OF MUNICIPAL FLEET MAINTENANCE SERVICES ON AN AS-NEEDED BASIS; SETTING FORTH AN EFFECTIVE DATE.

F. Category 8 FBO Certification - R & B Executive Aviation Services, LLC.

RESOLUTION NO. 2025-170: A RESOLUTION APPROVING THE APPLICATION OF R&B EXECUTIVE AVIATION SERVICES, LLC TO PROVIDE SERVICES AS A CATEGORY EIGHT FIXED BASE OPERATOR AT THE ORMOND BEACH MUNICIPAL AIRPORT; ESTABLISHING CONDITIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

G. 2026 Florida Healthcare Plans Employee Health Insurance Coverage

RESOLUTION NO. 2025-171: A RESOLUTION ACCEPTING A PROPOSAL FROM FLORIDA HEALTH CARE PLANS, INC. FOR THE PROVISION OF EMPLOYEE HEALTH/MEDICAL BENEFIT SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

H. 2026 Health Savings Account Funding

RESOLUTION NO. 2025-172: A RESOLUTION AUTHORIZING FUNDING OF EMPLOYEE HEALTH SAVINGS ACCOUNTS FOR THE 2026 PLAN YEAR; AND SETTING FORTH AN EFFECTIVE DATE.

I. 2026 Mutual of Omaha Employee Dental Insurance Coverage

RESOLUTION NO. 2025-173: A RESOLUTION ACCEPTING A PROPOSAL FROM

MUTUAL OF OMAHA FOR THE PROVISION OF EMPLOYEE DENTAL INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

- J. 2026 Mutual of Omaha Vision Insurance Coverage

RESOLUTION NO. 2025-174: A RESOLUTION ACCEPTING A PROPOSAL FROM MUTUAL OF OMAHA FOR THE PROVISION OF EMPLOYEE VISION INSURANCE BENEFITS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

- K. 2026 Mutual of Omaha Employee Life Insurance Coverage

RESOLUTION NO. 2025-175: A RESOLUTION ACCEPTING A PROPOSAL FROM MUTUAL OF OMAHA FOR THE PROVISION OF EMPLOYEE LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

- L. 2026 Mutual of Omaha Long Term Disability Insurance Coverage

RESOLUTION NO. 2025-176: A RESOLUTION ACCEPTING A PROPOSAL FROM MUTUAL OF OMAHA FOR THE PROVISION OF EMPLOYEE LONG TERM DISABILITY INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

- M. 2026 Mutual of Omaha Voluntary Life Insurance Coverage

RESOLUTION NO. 2025-177: A RESOLUTION ACCEPTING A PROPOSAL FROM MUTUAL OF OMAHA FOR THE PROVISION OF EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

- N. 2026 Mutual of Omaha Voluntary Short Term Disability Insurance Coverage

RESOLUTION NO. 2025-178: A RESOLUTION ACCEPTING A PROPOSAL FROM MUTUAL OF OMAHA FOR THE PROVISION OF EMPLOYEE VOLUNTARY SHORT-TERM DISABILITY INSURANCE BENEFITS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

- O. Real Property Conveyance from VCS, Seminole Avenue Lift Station

RESOLUTION NO. 2025-179: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A QUIT CLAIM DEED FROM THE SCHOOL BOARD OF VOLUSIA COUNTY, FOR PROPERTY LOCATED AT 205 SEMINOLE AVENUE; AND SETTING FORTH AN EFFECTIVE DATE.

- P. **Disposition Item:** Intent To Bid - Lift Station 4P Rehabilitation

- Q. **Disposition Item:** Orchard Lane Drainage Improvements

City Clerk Susan C. Dauderis read by title only:

R. **Disposition Item:** 2026 City Of Ormond Beach Legislative Action Agenda

Commissioner Briley moved, seconded by Commissioner Deaton, for approval of Disposition Item 7R.

Mayor Leslie inquired if there were any other projects the city could focus on to assist with the flooding mitigation.

Mr. Finley reviewed the recommendations made by city staff and lobbyist Mr. Doug Bell, reviewing the priorities selected. He explained there was feedback of the legislative funds being leaner than in prior years.

Commissioner Briley expressed support of the proposed item noting the potential lack of funds from the legislation.

Commissioner Tolland noted concerns regarding lack of funds available and support for the proposed projects, noting Transform386 projects already in the works. She suggested a bond for funds for the unfunded stormwater projects.

Mayor Leslie stated he heard the flooding concerns of residents, noting he was supportive of the proposed projects. He stated he was hoping for further projects to help residents.

Commissioner Sargent expressed concerns regarding the flooding, suggesting dredging or other options. He noted his understanding of the priorities and expressed the urgent need for resolutions.

Commissioner Briley stated the legislators know flooding is problematic across the state.

Mayor Leslie inquired if the Commission had interest in amending the legislative priorities; whereby, Commissioner Sargent stated if it could be fast-tracked a temporary solution until a permanent one could be completed he would support it.

Commissioner Tolland questioned if staff could bring back ideas on the hotspots around the community.

Commissioner Briley expressed the need for roadway rebuilding related to stormwater issues.

Commissioner Deaton stated an area in Commission Zone 3 was a Transform386 project, noting her support of a bond to assist the projects quicker completion.

Mr. Finley stated the funds added to the budget from the increased stormwater fees would help complete projects and do more for residents. He stated staff would review the projects that had a chance for the legislative funding.

Mayor Leslie inquired if staff could get the projects by the end of the year; whereby, Mr. Finley stated he would get with the Commission before the end of the week.

Commissioner Deaton noted the importance of including stormwater projects in the

budget.

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

Commissioner Sargent discussed the cost savings on the employee health insurance items.

8. **FIRST READING OF ORDINANCES**

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

A. Fiscal Year 2024-2025 Budget Amendments

ORDINANCE NO. 2025-33: AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); FINANCING DEBT SERVICE FUND (205); BEACHFRONT PARK BOND FUND (220); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BOND FUND (446); SOLID WASTE FUND (460) AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2025-33, on first reading, as read by title only.

Ms. Kelly McGuire, Finance Director, explained the budget amendments mainly consisting of projects from fiscal year (FY) 2023/2024 moving to FY 2024/2025.

Mayor Leslie requested Ms. McGuire further explain how some projects were included on two budgets; whereby, Ms. McGuire provided Cassen Park redesign as an example, explaining the project span and fund movement.

Ms. Jennifer Bright, Post Office Box 62, voiced concerns regarding the increased revised budget, noting she believed the projects should be included in the original budget. She discussed items from the October 21, 2025 City Commission meeting that were approved, noting the items were not budgeted.

Commissioner Sargent inquired if one of the projects was a Federal Emergency Management Agency (FEMA) reimbursement; whereby, Ms. McGuire stated that was correct. She explained the projects Ms. Bright mentioned were included in the FY 2023/2024 budget and part of the Capital Improvement Program.

Ms. Coleen McMahon, Carrolwood Circle, discussed concerns she had regarding the budget and transparency portal. She reviewed the City Manager's office, employees, and their pay. She stated she reached out to the DOGE Chief Financial Officer expressing her concerns and providing documentation. She noted there were ways to save the city money.

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

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

B. General Employees' Pension Ordinance Amendment

ORDINANCE NO. 2025-34: AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, FURTHER AMENDING ARTICLE I, GENERAL EMPLOYEES' PENSION PLAN, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-9, VESTING; PROVIDING FOR A BENEFIT MULTIPLIER FOR CREDITED SERVICE EARNED ON OR AFTER OCTOBER 1, 2025, FOR MEMBERS HIRED ON OR AFTER DECEMBER 19, 2012; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2025-34, on first reading, as read by title only.

Ms. McGuire explained the item was consistent with Item 7A, approved on the Consent Agenda. She stated the General Employee's Pension Board recommended approval.

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

9. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, and Requests

Ms. Shanahan provided details on upcoming meetings, workshops, events, and thanked the Ormond Beach Police Foundation for all their work.

Ms. Claire Whitley, Assistant City Manager, stated staff would reach out regarding the Commission's availability for upcoming workshops and their topics.

Commissioner Sargent discussed events he attended and upcoming events. He requested staff purchase extra large flags for the fire department to prevent missed appearances; whereby, Commissioner Tolland supported the purchase. He discussed highlights of an online application the Foundation was hoping to implement for the police department and all first responders. He thanked staff for the work on the workshop, noting he was pleased to hear there would be a website page for the Self DOGE

process.

Commissioner Deaton reviewed upcoming events and provided an update on the Walmart landscaping. She expressed support of the Foundation and thanked Commissioner Sargent for his service and work with the veterans' event. She discussed an Adopt-a-Storm Drain program offered by the City of Daytona and requested staff look into if the city could provide a similar program; whereby, Commissioner Tolland, Commissioner Sargent, and Mayor Leslie voiced support.

Commissioner Briley stated if the residents desired a bond to fund stormwater projects, he would support it being on an upcoming ballot.

Commissioner Tolland thanked the Finance staff for their explanation of the budget amendments. She congratulated the Foundation and their members. She discussed the landscaping around Walmart. She requested Mr. Robert Carolin, Parks and Recreation Director, speak on the usage of the parks and programs; whereby, Mr. Carolin provided statistics from the Nova Recreation complex and Ormond Beach Sports Complex for the month of October 2025.

Commissioner Deaton inquired if there were sometimes up to three teams at a time on one field for practice; whereby, Mr. Carolin stated that was correct.

Commissioner Tolland requested the recreation statistics given by Mr. Carolin be provided quarterly to the Commission. She discussed meetings she attended and provided updates from them. She discussed the First Step Homeless Shelter report and the city's participation numbers, inquiring how it could be utilized more. She stated Mr. Kevin Bowler from Daytona Beverages would be bringing the Clydesdale horses to the 2025 HOme for the HOliday parade.

Mayor Leslie requested an update on the Fleming Avenue project; whereby, Mr. Finley reviewed the project noting the pipe laying was almost complete and the contractor planned to be mostly restored before Thanksgiving to allow residents to utilize the space for guests. Mayor Leslie asked about the Andy Romano Beachfront Park seawall; whereby, Mr. Finley stated there were issues with the vendor unable to perform some tasks, noting an item would be brought before the Commission as soon as possible. Mayor Leslie questioned the paid parking program at the park; whereby, Ms. Ann-Margret Emery, Deputy City Attorney, stated the program was on hold due to the construction project and the need for re-evaluation of potential income.

Ms. Shanahan stated Volusia County's paid parking program was under performing.

Mayor Leslie inquired if there was an update from the Federal Aviation Administration regarding the letter sent on the Riverbend Golf Course; whereby, Mr. Brian Rademacher, Economic Development Director, indicated there was nothing to report. Mayor Leslie thanked the Foundation for all they do for the community and police department, discussed events he attended, and thanked and congratulated many involved in the events.

Lowell Lohman

Ms. Shanahan invited the Commission to a memorial service for Mr. Lowell Lohman.

Commissioner Briley discussed the passing of Mr. Lohman, suggesting a memorial roadway named after him.

Mayor Leslie inquired the roadway choice; whereby, Commissioner Briley stated roads like or near John Anderson Drive as it was near his home.

Commissioner Tolland stated it was honorable, but was not supportive of selecting a roadway. She suggested bringing the topic back in the future to discuss.

Commissioner Briley clarified it would be a designation of a road, noting it would not be renaming a roadway; whereby, Commissioner Tolland stated she was not opposed, noting she would like further discussion.

Commissioner Sargent expressed support of the Lohman family, and voiced concerns of dedicating a roadway.

Commissioner Tolland suggested Commissioner Briley come up with other ideas to honor Mr. Lohman.

Commissioner Deaton inquired about the costs to designate the roadway; whereby, Commissioner Briley stated the cost of the signage.

Commissioner Tolland offered her condolences to the Lohman family, and her appreciation for Commissioner Briley's idea.

Mayor Leslie expressed his condolences to the Lohman family.

10. ADJOURNMENT

Mayor Leslie adjourned the meeting at 8:48 PM.

APPROVED: November 18, 2025

BY:

Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	8.A.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Work Authorization - Fortunato Park Fishing Pier and Gazebo Repair, Design		
Recommended Action	Staff recommends approval of the Work Authorization with Dredging & Marine Consultants, Inc., for the design of the Fortunato Park Fishing Pier replacement project in the amount of \$86,000.		
Strategic Goal	Quality of Life - Recognized as a leader in Parks & Recreation through the offering of diverse, high-quality parks and natural spaces.		
Department Staff Contact	Public Works - Engineering Alex Schumann, City Engineer		

Summary

This is a request for the City Commission, also acting as the Community Redevelopment Agency (CRA), to award a work authorization to Dredging & Marine Consultants in the amount of \$86,000 for the design of the Fortunato Park Fishing Pier replacement project.

After hurricane Milton the City hired AC Plus Marine, Inc. to perform a piling survey of the dock and gazebo. The results of the survey revealed numerous deficiencies with the pier and gazebo pilings. On February 4, 2025, the City hired Dredging & Marine Consultants to perform an overall pier and gazebo inspection and assessment, which strongly recommended the complete removal of the existing structures and the extraction of all piles. Both entities determined the damage could not be attributed to Hurricane Milton solely.

The City Commission approved a resolution for the submittal of a grant application through the Florida Inland Navigation District (FIND) Waterways Assistance Program for the design and reconstruction of the public fishing pier. The grant was awarded and will fund 50% of the project's design cost.

Staff negotiated a scope of work and cost with Dredging & Marine Consultants, a City Continuing Services Contractor under the Continuing Contract for Parks and Recreation, Stormwater Management, and Structural Engineering Services, RFQ 2023-16. The new fishing pier and

gazebo will be designed to current standards using the same footprint as the existing structure. The proposed fee, which covers design and permitting is \$86,000.

Financial Impact

The City was awarded funding of \$43,000 through the FIND grant, which provides 50% of the design cost. Sufficient funds for the remaining \$43,000 were included in the FY 2025-26 budget within Fund 104 - Downtown Redevelopment Trust Fund (CRA).

Citizen Impact

The impact on citizens is moderate, as they cannot use the pier and gazebo until reconstruction is complete.

Attachments

1. 25-180 Fortunato Pier repair-Dredging & Marine (P25-0152G)
2. Work Authorization - DMC- Fortunato Fishing Pier Design
3. DMC Proposal for Fortunato Park Engineering 10.08.2025

RESOLUTION NO. 2025-180

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM DREDGING & MARINE CONSULTANTS, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES REGARDING THE FORTUNATO PARK PIER AND GAZEBO REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City solicited a proposal from Dredging & Marine Consultants, LLC, a firm under continuing contract with the City, to provide engineering design services regarding the Fortunato Park pier and gazebo repair project (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Dredging & Marine Consultants, LLC to provide engineering design services for the aforescribed project at a cost not to exceed \$86,000.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the Project will be derived from a FIND Grant (\$43,000.00) and from the Downtown Redevelopment Trust Fund (\$43,000.00) and that these funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The proposal submitted by Dredging & Marine Consultants, LLC to provide engineering design services regarding the Fortunato Park pier and gazebo repair project at a cost not to exceed \$86,000.00 is hereby accepted.

SECTION TWO. The Mayor/Chairman and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Dredging & Marine Consultants, LLC to provide engineering design services for the Project at the said price,

and to pay the cost therefor from the Downtown Redevelopment Trust Fund and FIND Grant funds.

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

APPROVED AND AUTHENTICATED this 18th day of November, 2025.

JASON LESLIE

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

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated May 21, 2024, between the City of Ormond Beach, Florida, and Dredging & Marine Consultants, LLC, the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Fortunato Park Pier and Gazebo Repair – Design Services

Project Description: Professional engineering services for design, permitting, bidding assistance & construction management, and inspection for repairs to the damaged fishing pier at Fortunato Park, as detailed in the attached proposal dated July 21, 2025.

Estimated Project Construction Cost: \$450,000

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Labor	Fixed Fee	\$75,200.00
Geotechnical	Fixed Fee	\$6,000.00
Survey	Fixed Fee	\$4,800.00
Total Fee Authorized:	Not to Exceed	<u>\$86,000.00</u>

Funding Source: CRA Fund (104) and FIND Grant

Estimated Time for Completion: 9 months from Notice to Proceed

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

ACCEPTED:
DREDGING & MARINE CONSULTANTS, LLC

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

By: _____
Shailesh K. Patel, M.Sc., CPSSc.
President/Managing Member

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 610-0400
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

October 8, 2025

David Martin, P.E.
City Senior Engineer
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

**RE: Fortunato Park Pier and Gazebo
Engineering Design, Permitting, Bidding Assistance & Construction Management, and
Inspection.**

Mr. Martin:

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide engineering design, permitting, bidding assistance, and construction management and inspection services for the in-kind replacement of the Fortunato Park Pier and Gazebo structures.

Scope of Services: DMC will assist with the following services as indicated in the tasks below.

Task 1: Field Investigations – DMC will perform a thorough field investigation to evaluate the conditions of the site prior to design of the pier and gazebo areas. DMC will request any past design and permit documents the City may have for this project. Under this task we will include:

- Facilitation and coordination of topo- and hydrographic survey including the dock structures to confirm site conditions and establish reference points for design.
- Facilitation and coordination of geotechnical investigations, to determine soil stability for pile and foundation design.

Task 2: Engineering Design – DMC will review information from Task 1 and provide engineering design services for the in-kind replacement of the pier and gazebo, ensuring the structures meet all current design and safety standards, including any ADA compliance. The design will include uplift considerations for both the dock and gazebo structures. We will discuss materials for the design and any other grant requirements for design, if any. DMC will draft 30, 60, and 90% plan sets for Client review. After final review, DMC will furnish signed and sealed 100% construction ready plan set. Additionally, DMC will provide a probable cost for construction.

Task 3: Permitting – DMC will coordinate and submit all required regulatory applications to secure permits for the project. This includes:

- Submittal of applications to the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE).
- Preparation of supporting documents, such as site plans, structural drawings, and environmental assessments, if required.

- Coordination with regulatory agencies to address any Requests for Additional Information (RAIs) efficiently.
- Assistance with payment and processing of permit fees (permit fees to be paid by the City). **Permit fees will be paid by the client and DMC will assist the city with this aspect, as required.**

Please note that Task 4 below is provided for informational purposes only and is not included in the cost of this proposal. DMC will submit a separate proposal for these services upon completion of the above tasks that may be facilitated with additional grants.

Task 4: Bidding Assistance & Limited Construction Management and Inspection - DMC will support the City during the bidding and construction phases by providing the following services:

Bidding Assistance:

- Preparation and advertisement of bid packages.
- Attendance at pre-bid meetings to address contractor inquiries.
- Preparation of addenda and bid tabulation.
- Assistance with contractor selection, including reference checks and recommendation letter.

Construction Management and Inspection:

- Coordinate and attendance at the pre-construction meeting.
- Review of emergency and safety plans, including Maintenance of Traffic plan, if required.
- Review of shop drawings, product information sheets, logs, geotechnical testing results and other required submittals, as applicable.
- Field verification of products and materials.
- Conducting biweekly site visits to monitor construction activity and conformance with the plans and technical specifications. All site visits will be documented with photographs and weekly field activity reports. Site visits will also be conducted at critical stages of construction or for any unforeseen conditions that require immediate conflict resolution.
- Review of pay applications submitted by the contractor and making recommendations for payment or revision.
- Answering any technical questions raised by the contractor during construction, and/or clarifying any items in the plans or technical specifications, if required.
- Review red-lined plans indicating any deviations from the plans and/or technical specifications that were agreed upon at the site during construction.
- Schedule a project walkthrough when the contractor has determined the project to be substantially complete and will generate a punch-list of items to be addressed by the contractor before the project can be accepted as fully complete.
- Review of as-built drawings and preparation of recommendations to correct any noted deficiencies.
- Submittal of as-built drawings and other required close-out documents to appropriate regulatory agencies.

Budget: DMC proposes to perform the above services, including expenses, for a Lump Sum fee not to exceed \$86,000.00. DMC will invoice the Client monthly for services rendered.

Schedule: DMC approximates 9 months to complete all design and permitting work. It is possible that delays may arise in the permitting process, however DMC will assist in expediting permitting responses. Task 4 will likely require eight months from city advertising and bidding to final construction based on City funding availability.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

Dredging & Marine Consultants, LLC



Shailesh K. Patel
Senior Project Manager

DMC FEES Exhibit A

Client: City of Ormond Beach
 Project Name: Fortunato Park Pier and Gazebo
 DMC Project Number: TBD
 Client Project Manager: David Martin, P.E.
 DMC Project Manager: Dhilan Patel
 Task Descriptions:
 Task 1: Field Investigations
 Task 2: Engineering Design
 Task 3: Permitting

Table A: DMC Labor								
	Hourly Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Total Hours	Total Cost
		Hours						
Principal/ Senior Manager	200.00	4	8	8	0	0	20	\$ 4,000.00
Lead Principal Engineer	190.00	4	32	2	0	0	38	\$ 7,220.00
Associate Principal Engineer	180.00	2	48	16	0	0	66	\$ 11,880.00
Senior Environmental Scientist	160.00	0	8	8	0	0	16	\$ 2,560.00
Desing Engineer	155.00	2	32	16	0	0	50	\$ 7,750.00
Project Manager	140.00	2	10	4	0	0	16	\$ 2,240.00
Engineering Professional	130.00	2	56	3	0	0	66	\$ 8,580.00
Environmental Professional	130.00	0	8	43	0	0	48	\$ 6,240.00
Engineering Intern	110.00	3	88	24	0	0	115	\$ 12,650.00
Sr. CAD Manager	95.00	2	14	2	0	0	18	\$ 1,710.00
CAD Tech	85.00	2	78	10	0	0	90	\$ 7,650.00
Grants Manager	90.00	0	0	0	0	0	0	\$ -
Administrative	80.00	3	12	16	0	0	31	\$ 2,480.00
Construction Manager	120.00	0	2	0	0	0	2	\$ 240.00
Environmental/ Construction Inspector	90.00	0	0	0	0	0	0	\$ -
Field Technician/ Environmental Professional	80.00	0	0	0	0	0	0	\$ -
Total Hours							576	
Total Cost		\$ 3,700.00	\$ 51,120.00	\$ 20,380.00	\$ -	\$ -		\$ 75,200.00

Table B: Grand Total	
DMC Labor Total (Table A)	\$75,200.00
Geotechnical	\$6,000.00
Survey	\$4,800.00
Grand Total	\$86,000.00

October 8, 2025

David Martin, P.E.
City Senior Engineer
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

**RE: Fortunato Park Pier and Gazebo
Engineering Design, Permitting, Bidding Assistance & Construction Management, and
Inspection.**

Mr. Martin:

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide engineering design, permitting, bidding assistance, and construction management and inspection services for the in-kind replacement of the Fortunato Park Pier and Gazebo structures.

Scope of Services: DMC will assist with the following services as indicated in the tasks below.

Task 1: Field Investigations – DMC will perform a thorough field investigation to evaluate the conditions of the site prior to design of the pier and gazebo areas. DMC will request any past design and permit documents the City may have for this project. Under this task we will include:

- Facilitation and coordination of topo- and hydrographic survey including the dock structures to confirm site conditions and establish reference points for design.
- Facilitation and coordination of geotechnical investigations, to determine soil stability for pile and foundation design.

Task 2: Engineering Design – DMC will review information from Task 1 and provide engineering design services for the in-kind replacement of the pier and gazebo, ensuring the structures meet all current design and safety standards, including any ADA compliance. The design will include uplift considerations for both the dock and gazebo structures. We will discuss materials for the design and any other grant requirements for design, if any. DMC will draft 30, 60, and 90% plan sets for Client review. After final review, DMC will furnish signed and sealed 100% construction ready plan set. Additionally, DMC will provide a probable cost for construction.

Task 3: Permitting – DMC will coordinate and submit all required regulatory applications to secure permits for the project. This includes:

- Submittal of applications to the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE).
- Preparation of supporting documents, such as site plans, structural drawings, and environmental assessments, if required.

- Coordination with regulatory agencies to address any Requests for Additional Information (RAIs) efficiently.
- Assistance with payment and processing of permit fees (permit fees to be paid by the City). **Permit fees will be paid by the client and DMC will assist the city with this aspect, as required.**

Please note that Task 4 below is provided for informational purposes only and is not included in the cost of this proposal. DMC will submit a separate proposal for these services upon completion of the above tasks that may be facilitated with additional grants.

Task 4: Bidding Assistance & Limited Construction Management and Inspection - DMC will support the City during the bidding and construction phases by providing the following services:

Bidding Assistance:

- Preparation and advertisement of bid packages.
- Attendance at pre-bid meetings to address contractor inquiries.
- Preparation of addenda and bid tabulation.
- Assistance with contractor selection, including reference checks and recommendation letter.

Construction Management and Inspection:

- Coordinate and attendance at the pre-construction meeting.
- Review of emergency and safety plans, including Maintenance of Traffic plan, if required.
- Review of shop drawings, product information sheets, logs, geotechnical testing results and other required submittals, as applicable.
- Field verification of products and materials.
- Conducting biweekly site visits to monitor construction activity and conformance with the plans and technical specifications. All site visits will be documented with photographs and weekly field activity reports. Site visits will also be conducted at critical stages of construction or for any unforeseen conditions that require immediate conflict resolution.
- Review of pay applications submitted by the contractor and making recommendations for payment or revision.
- Answering any technical questions raised by the contractor during construction, and/or clarifying any items in the plans or technical specifications, if required.
- Review red-lined plans indicating any deviations from the plans and/or technical specifications that were agreed upon at the site during construction.
- Schedule a project walkthrough when the contractor has determined the project to be substantially complete and will generate a punch-list of items to be addressed by the contractor before the project can be accepted as fully complete.
- Review of as-built drawings and preparation of recommendations to correct any noted deficiencies.
- Submittal of as-built drawings and other required close-out documents to appropriate regulatory agencies.

Budget: DMC proposes to perform the above services, including expenses, for a Lump Sum fee not to exceed \$86,000.00. DMC will invoice the Client monthly for services rendered.

Schedule: DMC approximates 9 months to complete all design and permitting work. It is possible that delays may arise in the permitting process, however DMC will assist in expediting permitting responses. Task 4 will likely require eight months from city advertising and bidding to final construction based on City funding availability.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

Dredging & Marine Consultants, LLC



Shailesh K. Patel
Senior Project Manager



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	8.B.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Work Authorization - Riviera Park Fishing Pier and Gazebo Repair, Design		
Recommended Action	Staff recommends approval of the Work Authorization with Dredging & Marine Consultants, Inc. for the design of the Riviera Park Fishing Pier replacement project in the amount of \$86,000.		
Strategic Goal	Quality of Life - Recognized as a leader in Parks & Recreation through the offering of diverse, high-quality parks and natural spaces.		
Department Staff Contact	Public Works - Engineering Alex Schumann, City Engineer		

Summary

This is a request for the City Commission, to award a work authorization to Dredging & Marine Consultants in the amount of \$86,000 for the design of the Riviera Park Fishing Pier replacement project.

After Hurricane Milton the City hired AC Plus Marine, Inc. to perform a piling survey of the Riviera Park dock and gazebo. The results of the survey stated the pier and gazebo should be condemned. On February 4, 2025, the City hired Dredging & Marine Consultants to perform an overall pier and gazebo inspection and assessment, which strongly recommended the complete removal of the existing structure and extraction of all piles. Both entities determined the damage could not be solely attributed to Hurricane Milton.

The City Commission approved a resolution for the submittal of a grant application through the Florida Inland Navigation District (FIND) Waterways Assistance Program for the design and reconstruction of the public pier. The grant would have funded up to 50% of the project's cost. However, the grant application was not approved by FIND.

Staff negotiated a scope of work and cost with Dredging & Marine Consultants, a City Continuing Services Contractor under Continuing Contract for Parks and Recreation, Stormwater Management, and Structural Engineering Services, RFQ 2023-16. The new pier and gazebo will be designed to current standards using the same footprint as the existing structure. The proposal for design services is \$86,000.

Financial Impact

Sufficient funds for the \$86,000 were included in the FY 2025-26 budget within Fund 317 – Facilities Renewal and Replacement Fund.

Citizen Impact

The impact on citizens is moderate, as they cannot use the pier and gazebo until reconstruction is complete.

Attachments

1. 25-181 Riviera Park Pier Gazebo repair-Dredging Marine (P25-0153G)
2. Work Authorization - DMC- Riviera Fishing Pier Design
3. DMC Proposal for Riviera Park Engineering 10.08.2025

RESOLUTION NO. 2025-181

A RESOLUTION ACCEPTING A PROPOSAL FROM DREDGING & MARINE CONSULTANTS, LLC TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES REGARDING THE RIVIERA PARK PIER AND GAZEBO REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Dredging & Marine Consultants, LLC a firm under continuing contract with the City, to provide engineering design services regarding the Riviera Park pier and gazebo repair project (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Dredging & Marine Consultants, LLC to provide engineering design services for the aforescribed project at a cost not to exceed \$86,000.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Facilities Renewal & Replacement Fund (317) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by Dredging & Marine Consultants, LLC to provide engineering design services regarding the Riviera Park pier and gazebo repair project at a cost not to exceed \$86,000.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Dredging & Marine Consultants, LLC to provide engineering design services for the Project at the said price, and to pay the cost therefor from the Facilities Renewal & Replacement Fund.

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

APPROVED AND AUTHENTICATED this 18th day of November, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated May 21, 2024, between the City of Ormond Beach, Florida, and Dredging & Marine Consultants, LLC, the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Riviera Park Pier and Gazebo Repair – Design Services

Project Description: Professional engineering services for design, permitting, bidding assistance & construction management, and inspection for repairs to the damaged fishing pier at Riviera Park, as detailed in the attached proposal dated July 21, 2025.

Estimated Project Construction Cost: \$450,000

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Labor	Fixed Fee	\$75,200.00
Geotechnical	Fixed Fee	\$6,000.00
Survey	Fixed Fee	\$4,800.00
Total Fee Authorized:	Not to Exceed	<u>\$86,000.00</u>

Funding Source: Facilities R&R Fund (317)

Estimated Time for Completion: 9 months from Notice to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
DREDGING & MARINE CONSULTANTS, LLC

By: _____
Jason Leslie
Mayor

By: _____
Shailesh K. Patel, M.Sc., CPSSc.
President/Managing Member

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 610-0400
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

October 8, 2025

David Martin, P.E.
City Senior Engineer
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

**RE: Riviera Park Pier and Gazebo
Engineering Design, Permitting, Bidding Assistance & Construction Management, and
Inspection.**

Mr. Martin:

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide engineering design, permitting, bidding assistance, and construction management and inspection services for the in-kind replacement of the Riviera Park Pier and Gazebo structures.

Scope of Services: DMC will assist with the following services as indicated in the tasks below.

Task 1: Field Investigations – DMC will perform a thorough field investigation to evaluate the conditions of the site prior to design of the pier and gazebo areas. DMC will request any past design and permit documents the City may have for this project. Under this task we will include:

- Facilitation and coordination of topo- and hydrographic survey including the dock structures to confirm site conditions and establish reference points for design.
- Facilitation and coordination of geotechnical investigations, to determine soil stability for pile and foundation design.

Task 2: Engineering Design – DMC will review information from Task 1 and provide engineering design services for the in-kind replacement of the pier and gazebo, ensuring the structures meet all current design and safety standards, including any ADA compliance. The design will include uplift considerations for both the dock and gazebo structures. We will discuss materials for the design and any other grant requirements for design, if any. DMC will draft 30, 60, and 90% plan sets for Client review. After final review, DMC will furnish signed and sealed 100% construction ready plan set. Additionally, DMC will provide a probable cost for construction.

Task 3: Permitting – DMC will coordinate and submit all required regulatory applications to secure permits for the project. This includes:

- Submittal of applications to the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE).
- Preparation of supporting documents, such as site plans, structural drawings, and environmental assessments, if required.

- Coordination with regulatory agencies to address any Requests for Additional Information (RAIs) efficiently.
- Assistance with payment and processing of permit fees (permit fees to be paid by the City). **Permit fees will be paid by the client and DMC will assist the city with this aspect, as required.**

Please note that Task 4 below is provided for informational purposes only and is not included in the cost of this proposal. DMC will submit a separate proposal for these services upon completion of the above tasks that may be facilitated with additional grants.

Task 4: Bidding Assistance & Limited Construction Management and Inspection - DMC will support the City during the bidding and construction phases by providing the following services:

Bidding Assistance:

- Preparation and advertisement of bid packages.
- Attendance at pre-bid meetings to address contractor inquiries.
- Preparation of addenda and bid tabulation.
- Assistance with contractor selection, including reference checks and recommendation letter.

Construction Management and Inspection:

- Coordinate and attendance at the pre-construction meeting.
- Review of emergency and safety plans, including Maintenance of Traffic plan, if required.
- Review of shop drawings, product information sheets, logs, geotechnical testing results and other required submittals, as applicable.
- Field verification of products and materials.
- Conducting biweekly site visits to monitor construction activity and conformance with the plans and technical specifications. All site visits will be documented with photographs and weekly field activity reports. Site visits will also be conducted at critical stages of construction or for any unforeseen conditions that require immediate conflict resolution.
- Review of pay applications submitted by the contractor and making recommendations for payment or revision.
- Answering any technical questions raised by the contractor during construction, and/or clarifying any items in the plans or technical specifications, if required.
- Review red-lined plans indicating any deviations from the plans and/or technical specifications that were agreed upon at the site during construction.
- Schedule a project walkthrough when the contractor has determined the project to be substantially complete and will generate a punch-list of items to be addressed by the contractor before the project can be accepted as fully complete.
- Review of as-built drawings and preparation of recommendations to correct any noted deficiencies.
- Submittal of as-built drawings and other required close-out documents to appropriate regulatory agencies.

Budget: DMC proposes to perform the above services, including expenses, for a Lump Sum fee not to exceed \$86,000.00. DMC will invoice the Client monthly for services rendered.

Schedule: DMC approximates 9 months to complete all design and permitting work. It is possible that delays may arise in the permitting process, however DMC will assist in expediting permitting responses. Task 4 will likely require eight months from city advertising and bidding to final construction based on City funding availability.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

Dredging & Marine Consultants, LLC



Shailesh K. Patel
Senior Project Manager

DMC FEES Exhibit A

Client: City of Ormond Beach
 Project Name: Riviera Park Pier and Gazebo
 DMC Project Number: TBD
 Client Project Manager: David Martin, P.E.
 DMC Project Manager: Dhilan Patel
 Task Descriptions:
 Task 1: Field Investigations
 Task 2: Engineering Design
 Task 3: Permitting

Table A: DMC Labor								
	Hourly Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Total Hours	Total Cost
		Hours						
Principal/ Senior Manager	200.00	4	8	8	0	0	20	\$ 4,000.00
Lead Principal Engineer	190.00	4	32	2	0	0	38	\$ 7,220.00
Associate Principal Engineer	180.00	2	48	16	0	0	66	\$ 11,880.00
Senior Environmental Scientist	160.00	0	8	8	0	0	16	\$ 2,560.00
Design Engineer	155.00	2	32	16	0	0	50	\$ 7,750.00
Project Manager	140.00	2	10	4	0	0	16	\$ 2,240.00
Engineering Professional	130.00	2	56	8	0	0	66	\$ 8,580.00
Environmental Professional	130.00	0	8	40	0	0	48	\$ 6,240.00
Engineering Intern	110.00	3	88	24	0	0	115	\$ 12,650.00
Sr. CAD Manager	95.00	2	14	2	0	0	18	\$ 1,710.00
CAD Tech	85.00	2	78	10	0	0	90	\$ 7,650.00
Grants Manager	90.00	0	0	0	0	0	0	\$ -
Administrative	80.00	3	12	16	0	0	31	\$ 2,480.00
Construction Manager	120.00	0	2	0	0	0	2	\$ 240.00
Environmental/ Construction Inspector	90.00	0	0	0	0	0	0	\$ -
Field Technician/ Environmental Professional	80.00	0	0	0	0	0	0	\$ -
Total Hours						0	576	
Total Cost		\$ 3,700.00	\$ 51,120.00	\$ 20,380.00	\$ -	\$ -		\$ 75,200.00

Table B: Grand Total	
DMC Labor Total (Table A)	\$75,200.00
Geotechnical	\$6,000.00
Survey	\$4,800.00
Grand Total	\$86,000.00

October 8, 2025

David Martin, P.E.
City Senior Engineer
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

**RE: Riviera Park Pier and Gazebo
Engineering Design, Permitting, Bidding Assistance & Construction Management, and
Inspection.**

Mr. Martin:

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide engineering design, permitting, bidding assistance, and construction management and inspection services for the in-kind replacement of the Riviera Park Pier and Gazebo structures.

Scope of Services: DMC will assist with the following services as indicated in the tasks below.

Task 1: Field Investigations – DMC will perform a thorough field investigation to evaluate the conditions of the site prior to design of the pier and gazebo areas. DMC will request any past design and permit documents the City may have for this project. Under this task we will include:

- Facilitation and coordination of topo- and hydrographic survey including the dock structures to confirm site conditions and establish reference points for design.
- Facilitation and coordination of geotechnical investigations, to determine soil stability for pile and foundation design.

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- Review of shop drawings, product information sheets, logs, geotechnical testing results and other required submittals, as applicable.
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- Conducting biweekly site visits to monitor construction activity and conformance with the plans and technical specifications. All site visits will be documented with photographs and weekly field activity reports. Site visits will also be conducted at critical stages of construction or for any unforeseen conditions that require immediate conflict resolution.
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- Submittal of as-built drawings and other required close-out documents to appropriate regulatory agencies.

Budget: DMC proposes to perform the above services, including expenses, for a Lump Sum fee not to exceed \$86,000.00. DMC will invoice the Client monthly for services rendered.

Schedule: DMC approximates 9 months to complete all design and permitting work. It is possible that delays may arise in the permitting process, however DMC will assist in expediting permitting responses. Task 4 will likely require eight months from city advertising and bidding to final construction based on City funding availability.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

Dredging & Marine Consultants, LLC



Shailesh K. Patel
Senior Project Manager



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	8.C.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Work Authorization - Ormond Beach Sports Complex New Ballfield		
Recommended Action	Staff are recommending the award of work authorization to GAI Consultants in the amount of \$189,700, to prepare construction drawings for the new softball field and associated parking at the Ormond Beach Sports Complex.		
Strategic Goal	Quality of Life — Pursue the expansion of recreation fields in Ormond Beach and prioritize the projects in the City's current Park & Recreation Master Plan for funding and development.		
Department Staff Contact	Public Works - Engineering Alex Schumann, City Engineer		

Summary

This is a request for the City Commission to approve a work authorization for design services with GAI Consultants, to prepare construction drawings for the new ball field and associated parking at the Ormond Beach Sports Complex as detailed in the attached proposal dated September 25, 2025. This design is associated with the additional field requested from the Nova Ballfield #1 project. Currently, there are three fields at the Wendelstedt complex and the new field will complete the quad design and include parking. See attached aerial map for location. The design will also include parking and field lighting, including electrical services for these elements. This project is in the 2025 – 2026 Capital Improvement Plan for this year.

Financial Impact

Staff have prepared a work authorization for GAI Consultants, of Orlando, currently one of the City's approved continuing consultants in the Parks & Recreation category, in the amount of \$189,700. Funds are available from fund 322 - Leisure Services Capital Fund.

Citizen Impact

The addition of a baseball field to the Ormodn Beach Sports complex will help to meet the ever increasing needs of the City's Parks and Recreation department and allow for more teams to practice and compete.

Attachments

1. 25-182 OBSC Field 4 design-GAI (P25-0151G)
2. Work Authorization - GAI OBSC Field 4

RESOLUTION NO. 2025-182

A RESOLUTION ACCEPTING A PROPOSAL FROM GAI CONSULTANTS, INC. FOR PROFESSIONAL ENGINEERING SERVICES REGARDING DESIGN OF FIELD 4 AT THE ORMOND BEACH SPORTS COMPLEX ; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Contract between the City and GAI Consultants, Inc. the appropriate City staff members have negotiated with GAI Consultants, Inc. to provide professional engineering services regarding design of Field 4 at the Ormond Beach Sports Complex (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$189,700.00, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Leisure Services Capital Fund (322) for the Project and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The proposal submitted by GAI Consultants, Inc. to perform the Project at a total cost not to exceed \$189,700.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with GAI Consultants, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Leisure Services Capital Fund.

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

APPROVED AND AUTHENTICATED this 18th day of November, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated May 21, 2024, between the City of Ormond Beach, Florida, and GAI Consultants, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: OBSC Field 4 - Design

Project Description: Design and engineering services for OBSC Field 4, as detailed in the attached proposal dated October 23, 2025.

Estimated Project Construction Cost: \$189,700

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Site Investigation	Fixed Fee	\$11,800
Design & Engineering Services	Fixed Fee	\$137,900
Survey & Geotechnical	Actual Cost	\$39,500
Additional Expenses	Actual Cost	\$500
Total Fee Authorized:	Not to Exceed	<u>\$189,700</u>

Funding Source: Leisure Services Capital Fund (322)

Estimated Time for Completion: 300 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
GAI CONSULTANTS, INC.

By: _____
Jason Leslie
Mayor

By: _____
Peter C. Sechler, PLA, AICP
Vice President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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ORMOND BEACH, FLORIDA 32174 (386) 610-0400
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.



Orlando Office
618 E. South Street
Suite 700
Orlando, Florida 32804

T 904.363.1110
F 904.363.1115

October 23, 2025
Project R231081.02

Ms. Cara Culliver, RLA
Principal Landscape Architect
22 South Beach Street
Ormond Beach, Florida 32174

**Proposal for Professional Services
Ormond Beach Sports Complex
Additional Field
City of Ormond Beach, Florida**

Dear Ms. Culliver:

GAI Consultants, Inc. (GAI) is pleased to submit this Scope of Services/Fee Proposal for Professional Services to City of Ormond Beach (City) for the above-referenced project. This proposal reflects the anticipated Scope and related costs for services to be provided based on our knowledge of the project.

Project Understanding

Our understanding is that the City desires GAI to provide Design Services for the construction of a new baseball field and parking area, located at the Ormond Beach Sports Complex (Project) at 700 Hull Road, Ormond Beach, FL 32174.

The development program for the Project is to include the following:

- Prepare biddable construction plans for a new baseball field (same size as existing adjacent fields), include irrigation and stormwater plans (see attached exhibit for location).
- New parking lot (see attached exhibit for location).
- Public meeting with Leisure Service Advisory Board (Project Presentation & Questions)
- Baseball field and parking lot lighting design.

Note that there is an unnumbered A flood area on the west side of Doug Thomas Way. This scope assumes that the road will not be altered to the west and that there will be no flood plain impacts. No FEMA or other flood permitting is included. Due to the proposed field location being outside of the airport flight path, this scope does not include Airport Obstruction Analysis or other FAA permitting.

Scope of Services

GAI will perform the following described Scope of Services:

Task 1 – Project Initiation and Site Investigation

1.1 Kick off and Site Visit

- GAI will attend an on-site kick-off meeting with City staff to review schedule, all existing data including what has already been provided to GAI, review the existing master plan, discuss the ballfield design requirements and any other topics needed to begin the project.
- GAI will conduct a site visit to review site conditions as part of the kick-off meeting.

1.2 Data Gathering & Research: Preliminary Engineering

- Stormwater Management Evaluation: GAI will conduct a conceptual assessment of the proposed sites to estimate the stormwater management capacity for on-site requirements. This evaluation includes:
 - Permit and Regulatory Research: Investigate SJRWMD permits and other relevant stormwater permit criteria, as well as evaluating special basin criteria (e.g., impaired water bodies or closed basins).
 - Facility sizing: Performing preliminary drainage calculations to approximate the required size of the stormwater management system.
 - Geotechnical Data Integration: Utilize available public geotechnical information on seasonal high-water tables, and soil conditions to determine the approximate stormwater management size.
- Utility Coordination: GAI will assess the availability and capacity of utilities at the sites, including potable water, sanitary sewer, communications, and power to serve the new field and parking area. This task involves:
 - Data Collection and Coordination: Collecting data and coordinating with utility providers (Sunshine 1 Design Ticket) to obtain map data and a Letter of Service Availability.

Note: Offsite capacity studies are not part of this task.

1.3 Data Gathering & Research: Preliminary Environmental Assessment:

Desktop Review

- GAI will complete a desk-top review of the existing published literature and available documents pertinent to the Project area, with particular emphasis on prior analyses, wetland delineations, and permitting for the project site and adjacent properties.
- GAI will review existing databases from the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish and Wildlife Conservation Commission (FWC) for the presence of federal and state listed plant and animal species, including a database search of the FWC and the Audubon Society's *Audubon FL Eaglewatch Nest Application* for the presence of Southern Bald Eagle nest(s) on-site or within a one-mile radius of the Project site(s), and the USFWS *Information for Planning and Consultation* system. This effort will also include a desktop review of the Project sites utilizing available geographic information system-based data and layers, and information including, but not limited to, the USFWS National Wetland Inventory, the FL Natural Areas Inventory, existing land cover mapping, and species occurrence records.

Field Review

- Conduct one site assessment of the project site to evaluate verify the findings of the desktop review, to evaluate the presence of threatened and endangered species, critical habitat, and natural communities, including the presence of wetlands. Field flag the landward extent of wetlands and other jurisdictional surface waters potentially within the jurisdiction of governmental agencies with statutory permitting authority following the *2010 Final Atlantic and Gulf Coast Supplement to the Corps of Engineers Wetlands Delineation Manual* (1987) and the Unified Wetland Delineation Methodology for the State of FL dated July 1, 1994.
- Coordinate with surveyor subconsultant to facilitate location of the wetland flags (limited to one Project Manager hour).

Task 2 - Design and Engineering Services

2.1 30% Schematic Design

This task is for the scope of work during the Preliminary Design Phase.

- 2.1 Coordinate with the surveyor subconsultant for base data for the design.
- 2.2 GAI will coordinate with the Geotechnical Engineer subconsultant for geotechnical exploration needs for the project.
- 2.3 Preliminary Design – Based on the criteria received from the Client, GAI will prepare a 30% schematic site plan and grading and drainage plan. The plan will include the layout of the various elements in the project description. GAI will provide the schematic plan to the Client for review.
- 2.4 Client Review Meetings – GAI will meet virtually with the Client one (1) time to review the 30% schematic plans. Based on input from the meeting, GAI will proceed with the next phase of the work, incorporating the Client's review comments. Additional design plan iterations requested by the Client will be provided as an Additional Service.

2.2 Final Design and Construction Documents

This task is for the scope of work during the Construction Document (CD) Phase. Drawings will be provided at 60% and 90% completion for Client review. 100% Plans will be provided for bid after permits are obtained.

- 2.5 GAI will attend a pre-application meeting with the SJRWMD to review the schematic plan and permitting requirements.
- 2.6 Based upon the approved schematic design, GAI will provide the required engineering design/calculations, CAD generated construction drawings, and specifications in the form of notes on plans related to the site civil engineering including earthwork and grading, stormwater drainage systems, horizontal and vertical control, concrete sidewalks, concrete curb, asphalt pavement, regulatory striping and signage, specialty pavement, hardscape/sports detailing including dugout, scoreboard, and netting, landscaping, irrigation,. The following plan sheets are anticipated:
 - Cover Sheet
 - General Notes
 - SWPPP Notes and Details
 - Existing Conditions Plan
 - Site Demolition and Erosion Control Plan
 - Site Plan
 - Grading and Drainage Plan
 - Construction Details
 - Sports field and Details
 - Hardscape Plans including furnishings
 - Landscape Plans and Details
 - Irrigation Plans (assumes connection to existing irrigation system)
- 2.7 Client Review Meetings – GAI will virtually meet with the Client one (1) time to review the 60% construction documents and one (1) time to review the 90% construction documents. Based on input from the meeting, GAI will incorporate the Client's review comments. Additional design plan iterations requested by the Client will be provided as an Additional Service.
- 2.8 GAI will finalize the design, and construction plans in preparation for permitting and construction.

2.9 Prepare an Engineer's Opinion of Probable Cost for the final construction plans.

2.3 Permitting and Issued for Bid Plans

This task is for the scope of work during the Permitting Phase.

2.10 GAI will prepare and process an Environmental Resource Permit through the SJRWMD.

2.11 GAI will prepare and process a Federal Section 404 Dredge and Fill Permit through the U.S. Army Corps of Engineers.

2.12 GAI will prepare and process the Site Plan package for submittal to the City of Ormond Beach.

Note: Assumes up to two revisions and re-submittals to the City of Ormond Beach and SJRWMD for permitting/approvals and processing, with additional re-submittals being invoiced as an additional service on an hourly basis according to our standard hourly rates.

2.13 GAI will provide a set of "Issued for Bid" Plans to the City.

Task 3

3.1 Ballfield and Parking Lot Lighting

This task is for the scope of work for the ballfield and parking lot lighting.

- Pre-design meeting/charette and progress-design meetings with Architect, Owner, Owner's Representative to determine specific needs of project. Meetings may be via conference call or in person. One meeting is included.
- Site survey to observe site conditions and identify site utilities. One visit is included.
- Parking area lighting design.
- Coordinate play field lighting design with MUSCO and provide power and feeders to MUSCO lighting and panel locations.
- Coordinate with the parks department on integrating the new lights with the existing sports lighting.
- Coordinate electrical service with electric utility.
- Electrical service to scoreboard and score tables.
- Electrical service power riser diagram(s).
- Panel schedule(s) with load calculations.
- Electrical information sheet(s) includes notes, schedules, equipment specifications, and sheet specifications.
- Drafting, scheduling, and drawing coordination with other trades.
- Specifications will be included on drawings.

3.2 Survey

This task is for the scope of work to provide survey for the area of the proposed project improvements. The survey will be completed by a subconsultant/subcontractor: Upham, Inc. The scope of services is attached as Exhibit A.

3.3 Geotechnical

This task is for the scope of work to provide geo technical borings and analysis for the area of the proposed project improvements. The study will be completed by a subconsultant/subcontractor: UES Professional Solutions, LLC. The scope of services is attached as Exhibit B.

Schedule:

- Task 1: 60 days from notice to proceed
- Task 2: 240 days from completion of Task 1
- Task 3: Concurrent with Task 2

Total schedule 300 days from notice to proceed, subject to factors outside of GAI's control such as scheduling of meetings with outside agencies and stakeholders.

Additional Services

Services not specifically provided for in the above scope will be considered additional services. Proposals for these additional services can be provided by GAI at the request of Ormond Beach. Additional services may be authorized via email authorization. Hourly rates are included in Exhibit B.

Please contact me at 321.319.3161 if you have questions or wish to discuss this Proposal. If this Proposal is acceptable, sign where indicated below and return one copy for our file. This will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be in accordance with the executed Professional Services Agreement between Ormond Beach and GAI.

Sincerely,
GAI Consultants, Inc.

Kristin L. Caborn



Digitally signed by Kristin L. Caborn
DN:
E=K.Caborn@gaiconsultants.com,
CN=Kristin L. Caborn
Date: 2025.10.23 14:41:48-04'00'

Kristin L Caborn, CPRE, FCP
AVP, Parks and Public Spaces Director

KLC:cl

Attachments: Exhibit A – Survey Proposal
Exhibit B – Geotechnical Proposal
Exhibit C – Hours/Rate Fee Schedule
Exhibit D – Project Area

Table 1
Estimated Cost Summary
Proposal
Ormond Beach Sports Complex
Additional Field
City of Ormond Beach Parks and Recreation

Section 1 and 2 Task Description	Method of Payment	Fee
Project Initiation and Site Investigation		
1.1 Kick off and Site Visit	Lump Sum	\$6,060
1.2 Data Gathering & Research: Preliminary Engineering	Lump Sum	\$4,350
1.3 Data Gathering & Research: Preliminary Environmental Assessment	Lump Sum	\$1,390
Design and Engineering Services		
2.1 30% Schematic Design	Lump Sum	\$21,670
2.2 Final Design and 60%/90%/100% Construction Documents	Lump Sum	\$72,840
2.3 Permitting and Issued for Bid Documents	Lump Sum	\$30,750
3.1 Ballfield and Parking Lot Lighting	Lump Sum	\$12,640
3.2 Survey – Subconsultant: Upham, Inc.		
Topographic Survey	Lump Sum	\$19,500
Tree Survey	Lump Sum	\$12,700
Wetland Delineation Survey	NTE	\$4,800
3.3 Geotechnical – Subconsultant: UES Professional Solutions, LLC		
Boring evaluation and report	Lump Sum	\$2,500
<i>Expenses</i>	Lump Sum	\$500
Total Cost		\$189,700

EXHIBIT A

Survey Proposal



August 11, 2025

Jason Holden, PLA
GAI Consultants
618 E South St. Suite 700
Orlando, FL 32801

Re: Topographic, Tree & Wetland Delineation Survey Proposal Ormond Ball Fields Site 2, Doug Thomas Way

Mr. Holden:

Upham, Inc. hereinafter referred to as Surveyor, submits its fee proposal to provide professional surveying services to GAI Consultants, or its assigns, referred to as Client. The proposed services to be performed will consist of performing an overall boundary and topographic survey for the above parcel with the specific work to be performed as follows:

Topographic Survey: Surveyor will perform a topographic survey of the parcel in accordance with the Standard of Practice pursuant to Section 472, Florida Statutes. The topographic survey will include any other physical features, visible utilities and utilities marked by others, storm structures with elevations, existing adjacent roadways and other visible improvements within 25 ft of the parcel boundary, including area within adjacent ball fields. A maximum 75ft. grid through the parcel will be established to obtain ground elevations including any visible high or low points.

Tree Survey: Locate existing trees within the parcel in accordance with the City of Ormond Beach Land Development Code, Section 3-03.b.3 for trees 6-inches and greater. The tree survey will require considerable time to locate and measure all the required trees.

Wetland Delineation Survey: Locate wetland points as flagged by the biologist designated by GAI Consultants and add them to the topographic survey.

The survey field work will be performed utilizing GPS equipment. The survey drawing will be prepared utilizing AutoCAD Civil3D 2022. Upon completion of the survey work, an Adobe file digitally signed in accordance with Florida Statutes and the DWG file will be provided to the Client. Surveyor will retain the original digital file.

The Not to Exceed fees for the professional services are \$19,500.00 for completing the topographic survey and \$12,700 for completing the tree survey. The wetland delineation survey will be charged at an hourly rate of \$200/hr not to exceed \$4,800.00. It is anticipated the survey can be completed within six weeks of authorization to proceed pending weather. An invoice when half of the work is completed will be submitted and due payable within 30 days. A final invoice will be submitted at the completion of the survey work.

If this fee agreement is acceptable, please sign and date below together with a retainer in the amount of \$6,500.00 as to its acceptance prior to the commencement of professional services. If this is a City of Ormond Beach project with a Work Authorization issued to GAI, then a retainer is not required.

Sincerely,

C. O. Van Kleeck, Jr., PSM
Director of Surveying

Accepted this _____ day of _____, 2025.

By: _____

Title: _____

EXHIBIT A
SCHEDULED SURVEY HOURS AND RATES

Topographic Survey	Hours	Rate	Total
Professional Surveyor	6.0 hr	\$155.00	\$930.00
Survey Manager	14.0 hr	\$140.00	\$1,960.00
2-Man Survey Crew	62.0 hr	\$200.00	\$12,400.00
Survey CAD Technician II	32.0 hr	\$120.00	\$3,840.00
Administrative	4.0 hr	\$60.00	\$240.00
Direct Expense			\$130.00
Subtotal			\$19,500.00
Tree Survey	Hours	Rate	Total
Professional Surveyor	4.0 hr	\$155.00	\$620.00
Survey Manager	8.0 hr	\$140.00	\$1,120.00
2-Man Survey Crew	42.0 hr	\$200.00	\$8,400.00
Survey CAD Technician II	20.0 hr	\$120.00	\$2,400.00
Direct Expense			\$160.00
Subtotal			\$12,700.00
Wetlands Survey	Hours	Rate	Total
Professional Surveyor	2.0 hr	\$155.00	\$310.00
Survey Manager	5.0 hr	\$140.00	\$700.00
2-Man Survey Crew	14.0 hr	\$200.00	\$2,800.00
Survey CAD Technician II	8.0 hr	\$120.00	\$960.00
Direct Expense			\$30.00
Subtotal			\$4,800.00
Total Fee			\$37,000.00

EXHIBIT B

Geotechnical Proposal

UES PROFESSIONAL SOLUTIONS, LLC.
Work Authorization / Proposal Acceptance Form

PLEASE SIGN AND RETURN ONE COPY

UES Professional Solutions, LLC (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

Project Name: Ormond Beach Sport Sports Complex – Baseball Field and Parking Expansion **Date:** August 12, 2025

Project Location: 700 Hull Road, Ormond Beach, Volusia County, Florida

Client Name: GAI Consultants **Contact:** Mr. Jason Holden, PLA

Contact Business Address: 618 East South Street, Suite 700, Orlando, Florida 32801

Contact Phone: (407) 423-8398 **Email:** J.Holden@gaiconsultants.com

I. Scope of Services & Understanding of Project (See attached proposal or as indicated below).

UES Opportunity No.: A25147.01180.000
UES Proposal No. 2025D-917

As requested, UES will perform five (5) auger borings to 6 feet each below grade within the proposed baseball field footprint and four (4) auger borings advancing to 6 feet each below existing grade within the proposed parking lot. The borings will be performed to evaluate the subsurface conditions to provide existing soil stratigraphy and measured water tables pavement design recommendations. We will provide a letter, based on our borings, indicating our estimated normal seasonal high water table. The auger borings will be performed in accordance with the procedures of ASTM D-1452. We will perform these services for a lump sum fee of \$2,500.00.

Lump Sum Fee = \$2,500.00

II. Contract Documents. The following documents form part of the Agreement and are incorporated herein by referral:

A. Universal General Conditions.

In the event of any inconsistency or conflicting among the Contract Documents, the provision in that Contract Documents first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

A. For payment of Services, invoice to the account of:

Firm: _____ **Social Security Number or**
Federal Identification No.: _____

Address: _____ **City:** _____ **Zip Code:** _____

Attention: _____ **Title:** _____

Phone: _____ **Fax:** _____

B. If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

Firm: _____

Address: _____ **City:** _____ **Zip Code:** _____

Attention: _____ **Title:** _____

Phone: _____ **Fax:** _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2025.

CLIENT: _____ **UES PROFESSIONAL SOLUTIONS, INC.**

BY (signature): _____ **BY (signature):** 

NAME: _____ **NAME:** Brian C. Pohl

TITLE: _____ **TITLE:** Branch Manager

Return Executed Copies to:

UES Professional Solutions, LLC
Attention: Daytona Beach GEO
911 Beville Road, South Daytona, Florida 32119
Phone: 386-756-1105 / Fax: 386-760-4067

EXHIBIT C

Hours/Rate Fee Schedule

Ormond Beach Sports Complex Additional Field

Labor Category	Labor Rate	Task 1.1 Hours	Task 1.2 Hours	Task 1.3 Hours	Task 2.1 Hours	Task 2.2 Hours	Task 2.3 Hours	Task 3.1 Hours
CSG Director 1	240	6			6	13	2	2
CSG Senior Manager 2	215	6	2		18	40	4	12
CSG Senior Professional 2	160	6			26	76	16	16
CSG Project Technician 2	105				34	148	32	32
Technical/Professional 23	265	6	4		10	32	14	4
Technical/Professional 08	130	6	22		46	186	96	20
Technical/Professional 15	190			4		4	34	
Technical/Professional 04	105			6			8	
Proposed Labor Fee		\$6,060	\$4,350	\$1,390	\$21,670	\$72,840	\$30,750	\$12,640

EXHIBIT D

Project Area





City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	8.D.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Community Development Block Grant (CDBG) Fiscal Year 2024-25 Amendment		
Recommended Action	Staff recommends the approval of the amendment to the Fiscal Year 2024-25 Community Development Block Grant (CDBG) subrecipient agreement to add the construction of an ADA compliant sidewalk on the south side of Vanderbilt Drive to Military Boulevard and the replacement of 8 driveways along Military Boulevard.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Finance - Grants Loretta Moisiso, Grants Coordinator		

Summary

This is a request for the City Commission to authorize an amendment to the Fiscal Year 2024-25 Community Development Block Grant (CDBG) subrecipient agreement to add the construction of an ADA compliant sidewalk on the south side of Vanderbilt Drive to Military Boulevard and the replacement of 8 driveways along Military Boulevard.

On October 13, 2025, staff received an email from Volusia County Community Assistance requesting an eligible project be identified to use funds in CDBG Fiscal Year 2024-25 that would be available from the Central Park Boardwalk/Trails project as the awarded bid for that project was significantly lower than the allocated funding. The overall amount that could be transferred to the Military Blvd. Sidewalk project is \$84,771 without triggering a substantial amendment with a required 30-day comment period and County Council approval. The additional work added to this project consists of removing the existing 2 foot-6 inch non-ADA compliant deteriorated concrete sidewalk and replacing it with a new 5-foot ADA compliant concrete sidewalk, including ADA compliant detectable mats and curbing, on the south side of Vanderbilt Drive to Forest Hills Blvd., and removing and replacing 8 driveways along Military Blvd. that do not meet the cross slope of 2%.

At its meeting of October 16, 2025, the Community Development Block Grant Advisory Board (CDBGAB) supported the use of available funding for the Vanderbilt Drive Sidewalk since it

connects to Military Blvd. and would continue the sidewalk project along the outer perimeter of the Forest Hills neighborhood.

The subrecipient agreement would be amended as follows:

Activity	Budget	Transfer	Revised Budget
Central Park – Division Avenue ADA Wood Boardwalks and Trail	\$343,259	(\$84,771)	\$258,488
Military Blvd. Sidewalk	\$169,544	\$84,771	\$254,315
Hope Place Family Support Specialist	\$29,919	\$0	\$29,919
Total	\$542,722		\$542,722

Financial Impact

CDBG funded activities are reimbursable from the Department of Housing and Urban Development (HUD) via Volusia County.

Citizen Impact

The additions to this project will benefit citizens located within the City's CDBG priority areas, those living adjacent to the CDBG priority areas, and visitors.

Attachments

1. 25-183 Grants - CDBG FY 2024-2025 Subrecipient Agreement Amendment (P25-0160G)
2. CDBG FY 24-25 Amendment 3
3. Ormond Beach FY 24.25 Subrecipient Agreement
4. DRAFT CDBG 10162025

RESOLUTION NO. 2025-183

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR FISCAL YEAR 2024-2025 BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA TO ADD THE CONSTRUCTION OF ADA COMPLIANT SIDEWALKS ON THE NORTH AND SOUTH SIDE OF VANDERBILT DRIVE TO THE MILITARY BLVD. SIDEWALK PROJECT AND THE REPLACEMENT OF EIGHT (8) DRIVEWAYS ALONG MILITARY BLVD.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach and the County of Volusia have entered into a Community Development Block Grant (CDBG) Subrecipient Agreement for FY2024-2025, and said agreement allows for Amendments through writing upon the mutual approval of the City of Ormond Beach and County of Volusia, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute the Amendment attached hereto and incorporated herein by reference to the Community Development Block Grant Subrecipient Agreement for FY2024-2025, to authorize a time extension of said agreement, update the Statement of Work of said agreement, and reflect an internal fund transfer and a new funding allocation as follows:

- a) Transfer \$84,771 from “Central Park – Division Avenue ADA Wood Boardwalks and Trails” project to “Military Blvd. Sidewalk” project.

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

APPROVED AND AUTHENTICATED this 18th day of November, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

October 22, 2025

Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

**Re: FY 2024/2025 Community Development Block Grant (CDBG)
Subrecipient Agreement Amendment**

Dear Ms. Shanahan,

This letter will approve the following change to the subject agreement, as requested by Loretta Moisio on October 15, 2025.

1. Amendment Journal

Amendment 1	12/6/24
Amendment 2	2/10/25
Amendment 3	10/17/25

2. Time Extension

The project completion date of the subject agreement is changed to 3/31/26.

3. Plan of Action Change

The Plan of Action contained in the subrecipient agreement are hereby updated for the following project:

- Military Boulevard Sidewalk

4. Statement of Work

The Statement of Work contained in the subrecipient agreement is hereby updated to include the following project, as follows:

SECTION A – ACTIVITY RESPONSIBILITY AND DESCRIPTION

- Military Boulevard Sidewalk: Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard as well as the North and South sides of Vanderbilt Drive. Work to also include replacement of 8 driveways along Military Boulevard to meet necessary cross slope of 2%.

5. Budget Amendment

The budget contained in the subrecipient agreement is hereby updated as follows:

Activity Description	Budget	Transfer	Revised Budget
Central Park - Division Avenue ADA Wood Boardwalks and Concrete Trail	\$343,259	(\$84,771)	\$258,488
Military Boulevard Sidewalk	\$169,544	\$84,771	\$254,315
Hope Place Family Support Specialist	\$29,919	\$0	\$29,919
Total	\$542,722		\$542,722

A revised Request for Monthly Funds Reimbursement and Expense Summary Form has been attached for your use. It is understood that this amendment does not modify any provisions to the above-described contract other than listed above. This amendment will become effective when signed by both parties. The county will not sign until the environmental review is re-evaluated to reflect the addition to the scope of work. Please return the original copy of this agreement once signed. Staff will provide a copy once signed by the county.

City of Ormond Beach

Volusia County

City Manager

Community Assistance Director

Date

Date

Mayor

Date

**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2024/25**

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**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2024/25**

This AGREEMENT is made by and between THE COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and CITY OF ORMOND BEACH, a governmental entity located in Volusia County, Florida (hereinafter referred to as the "SUBRECIPIENT").

WITNESSETH:

WHEREAS, the COUNTY has the authority to enter into a binding agreement for the expenditure of all or a portion of its Community Development Block Grant (CDBG) funds; and

WHEREAS, the regulations of 24 CFR 570, (as now in effect and as may be amended from time to time), which are incorporated by reference, constitute a part of this AGREEMENT; and

WHEREAS, the COUNTY has determined that the SUBRECIPIENT, through its participation in the County of Volusia Urban County Community Development Block Grant, meets the requirement for subrecipients as defined at 24 CFR 570.500(c); and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the COUNTY and the SUBRECIPIENT or its authorized agent ("Agent") agree as follows:

1. **Responsibility for Grant Administration:** In accordance with Subpart J of 24 CFR 570, the COUNTY is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of subrecipients or contractors does not relieve the COUNTY of this responsibility. The COUNTY is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as those actions described in 24 CFR 570-910.
2. **Other Program Requirements:** This AGREEMENT shall require the SUBRECIPIENT and/or its Agent, as applicable, to carry out each activity in compliance with all federal laws and regulations in Subpart K of 24 CFR 570 as further described in ATTACHMENT III—Certifications and Other Regulations, which is attached hereto and made a part hereof as if fully rewritten, except that:
 - a. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S environmental responsibilities as described in 24 CFR 570.604; and

- b. Neither the SUBRECIPIENT nor its Agent, as applicable, is required to comply with the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970, as amended, and described in 49 CFR Part 24; and
 - c. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S responsibility for initiating the governmental review process under Executive Order 12372, as described at 24 CFR 576.612.
- 3. **Scope of Services:** The SUBRECIPIENT or its Agent, as applicable, hereby agrees to allow expenditure of "Urban County CDBG" funds, as defined in 24 CFR 570.3, within its jurisdiction. The COUNTY, SUBRECIPIENT or its Agent, as applicable, hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing activities as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK, which is attached hereto and made a part hereof as if fully rewritten. Changes in ATTACHMENT I—STATEMENT OF WORK may be requested from time-to-time by the COUNTY or the SUBRECIPIENT or its Agent, as applicable, and shall be incorporated as written amendments to this AGREEMENT. The SUBRECIPIENT or its Agent, as applicable, certifies that the Community Development project(s) provided for herein shall be given maximum feasible priority to activities that benefit low-or moderate-income families, according to the metrics set forth in 24 CFR 570.3, or aid in the prevention or elimination of slums or blight.
- 4. **Time of Performance:** This AGREEMENT shall take effect from October 1, 2024 through and including September 30, 2025. If necessary, the performance period of the AGREEMENT may be extended through a formal amendment process initiated by a written request from the SUBRECIPIENT.
- 5. **Compensation:** The COUNTY shall compensate the SUBRECIPIENT or its Agent, as applicable, for all allowable and eligible expenditures made for those community development project(s) for which they are responsible as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK. Compensation shall be made in accordance with the budget schedule set forth in ATTACHMENT II—BUDGET, which is attached hereto and made a part hereof as if fully rewritten. Compensation shall be provided during the term of this AGREEMENT.
- 6. **Method of Payment:** Subject to receipt of funds from the United States Treasury, the COUNTY agrees to reimburse the SUBRECIPIENT or its Agent, as applicable, for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained by the SUBRECIPIENT or its Agent, as applicable, under generally accepted accounting principles and procedures approved by the COUNTY and outlined in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The documentation required to support reimbursement requests from the COUNTY are listed in ATTACHMENT V. A reimbursement request received with all the necessary backup and compliance verification will be classified as a proper invoice and processed as such. All payments by the COUNTY shall be governed by the Florida Prompt Payment Act (Part VII of Chapter 218, Florida Statutes), as applicable.

7. **Compliance with Regulations:** The SUBRECIPIENT and its Agent shall comply with the applicable uniform administrative requirements as described in 24 CFR 570.502, including those listed in ATTACHMENT III-CERTIFICATION AND OTHER REGULATIONS, which are attached hereto and made a part hereof as if fully rewritten.
8. **Maintenance and Availability of Records:** In connection with the AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred, as more fully described in ATTACHMENT IV-RECORDS TO BE MAINTAINED, which is attached hereto and made a part hereof as if fully rewritten.

Copies of all CDBG related records generated by the SUBRECIPIENT or its Agent, as applicable, shall be available for inspection by the Department of Housing and Urban Development, the Comptroller General of the United States, and any authorized representative of the COUNTY.

Such records shall be available at the SUBRECIPIENT or its Agent's offices, as applicable, at all reasonable times during the contract period and kept for a period of five (5) years after expiration of this AGREEMENT. If a claim, investigation, or litigation is pending after what is assumed to be final payment, such pending action is deemed to have cancelled the final payment date. In such a case, the retention period will not commence again until final settlement of the claim, investigation or litigation.

This Section 8 shall be in addition to, and not in lieu of, the Florida Public Records law requirements set forth in Section 22 herein.

9. **Request for Monthly Reimbursement and Expense Summary:** The form provided in ATTACHMENT V and other such documentation as described above shall be submitted to the COUNTY by the 10th day of each month for the preceding month. All required reports and backup documentation, as described in ATTACHMENT V, must be provided for the COUNTY to accept the request as a proper invoice for payment. The payment request will be rejected if all required documentation is not provided, or if the project has not met Davis-Bacon Fair Labor Standard compliance requirements during the period of the payment request. The COUNTY shall process and make payment to the SUBRECIPIENT in accordance with the Florida Prompt Payment Act, as applicable, for reimbursement requests received that meet the requirements of a proper invoice.
10. **Program Income:** All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in 24 CFR 570.504 (c) of the CDBG regulations. The AGREEMENT, ATTACHMENT II – BUDGET, specifies whether program income received is to be returned to the COUNTY or retained by the SUBRECIPIENT and/or its Agent, as applicable.
11. **Reversion of Assets:** Upon expiration of this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, agrees to transfer to the COUNTY any CDBG funds on hand

at the time of expiration and shall assign any accounts receivable attributable to the use of CDBG funds to the COUNTY. It shall also ensure that any real property under the SUBRECIPIENT or its Agent's control, as applicable, that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- a. Used to meet one of the National Objectives in 24 CFR 570.208 until 5 years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the COUNTY; or
- b. Is disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. (Reimbursement is not required after the period of time specified in Paragraph 11.a. above).

12. **Subcontracting:** All work or services covered by this AGREEMENT, which is subcontracted, shall be specified by written contract and subject to all provisions of this AGREEMENT. **All subcontracts must be submitted to the COUNTY for its prior written approval and are subject to such approval prior to any execution thereof.**

13. **Suspension and Termination:** The COUNTY may terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any CDBG funds at its discretion if the SUBRECIPIENT or its Agent, as applicable:

- a. Violates any provision of this AGREEMENT; or
- b. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or
- c. Violates any applicable regulations or terms and conditions of approval of the applications that the Secretary of Housing and Urban Development has issued or shall subsequently issue during the period of this AGREEMENT; or
- d. Fails to complete performance in a timely manner; or
- e. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

The COUNTY may also terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, by giving the SUBRECIPIENT or its Agent, as applicable, 30 days' written notice, in the event that the Secretary of HUD shall:

- a. Withdraw funds allocated to the COUNTY under its application for program activities that substantially prevent performance of the Community Development program in the COUNTY;
 - b. Terminate the COUNTY'S funding allocation pursuant to an Act of Congress.
- 14. **Audit:** The SUBRECIPIENT and its Agent, as applicable, shall comply with the audit requirements set forth in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- 15. **Conflict of Interest:** The SUBRECIPIENT certifies that it and its Agent, as applicable, maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.

Except for the use of CDBG funds to pay for salaries and other related administrative or personnel costs, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT or its Agent, as applicable, who exercises decision making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract or agreement regarding those activities or in the proceeds of the activities. Specifically:

- a. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, designated public agency, SUBRECIPIENT or its Agent; and to their immediate family members, and business partner(s).
 - b. The requirement applies for such persons during their tenure and for a period of one year after leaving the grantee, SUBRECIPIENT or its Agent, as applicable, organization.
 - c. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities (Section 570.201-205); and provision of loans to individuals, businesses and other private entities.
 - d. Upon written request, exceptions may be granted by HUD after consideration of the cumulative effect of various factors on a case-by-case basis, and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.
- 16. **Indemnification:** The SUBRECIPIENT and its Agent, as applicable, shall hold harmless, defend and indemnify the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTY has agreed by contract to provide additional insured status, the U.S. Department of Housing and Urban Development, and any other governmental

agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT'S, or its Agent's, employees', or officers' performance or non-performance of the terms of this AGREEMENT.

17. **Additional Provisions:** Notwithstanding anything set forth in this AGREEMENT to the contrary, nothing in this AGREEMENT shall be deemed as a waiver of immunity or limits of liability of the COUNTY beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY for damages arising from any claims related to this AGREEMENT, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY OF VOLUSIA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.
18. In no event shall the COUNTY be liable to the SUBRECIPIENT or its Agent, as applicable, for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this AGREEMENT.
19. The SUBRECIPIENT shall, and shall ensure that its Agent, as applicable, shall at its own expense, defend, indemnify and hold harmless the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTY has agreed by contract to provide additional insured status,, from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any claim or cause of action whatsoever, contract, equity or tort (including personal injury, death, and damage to tangible property) to the extent caused by the SUBRECIPIENT's or its Agent's, as applicable, negligence or intentional tortuous conduct in the performance of this AGREEMENT.
20. Notwithstanding the provisions of Paragraph 17, the SUBRECIPIENT and its Agent, shall save, indemnify, and hold the COUNTY harmless from any and all claims and actions from the SUBRECIPIENT's Subcontractors for payment for Services and Software provided by Subcontractors for the SUBRECIPIENT or its Agent, as applicable, under this AGREEMENT.
21. **Venue / Jurisdiction / Attorney's Fees.** This AGREEMENT shall be governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this AGREEMENT shall, if in state court, be in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. In any civil dispute arising from this AGREEMENT, the parties agree to bear

their own attorneys' fees and costs, unless otherwise expressly provided herein.

22. **PUBLIC RECORDS.** Pursuant to section 119.0701(2)(a), Florida Statutes, the COUNTY is required to provide SUBRECIPIENT with this statement and establish the following requirements as contractual obligations pursuant to the AGREEMENT:

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5955, communityassistance@volusia.org, or by mail, Community Assistance Division, Attn: Public Records Custodian, 121 W. Rich Ave., DeLand, FL 32720.

By entering into this AGREEMENT, SUBRECIPIENT acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this AGREEMENT are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Subrecipient entering into an AGREEMENT for services with the COUNTY is required to:

- A. Keep and maintain public records required by the COUNTY to perform the services and work provided pursuant to this AGREEMENT.
- B. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the AGREEMENT term and following completion or termination of the AGREEMENT if the SUBRECIPIENT does not transfer the records to the COUNTY.
- D. Upon completion or termination of the AGREEMENT, transfer, at no cost, to the COUNTY all public records in the possession of the SUBRECIPIENT or keep and maintain public records required by the COUNTY to perform the service. If the SUBRECIPIENT transfers all public records to the COUNTY upon completion or termination of the AGREEMENT, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion or termination of the AGREEMENT, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

Pursuant to current state law, requests to inspect or copy public records relating to the COUNTY'S AGREEMENT for services must be made directly to the COUNTY. If SUBRECIPIENT receives any such request, SUBRECIPIENT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the SUBRECIPIENT of such request, and the SUBRECIPIENT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

SUBRECIPIENT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. SUBRECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. SUBRECIPIENT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the SUBRECIPIENT'S failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by SUBRECIPIENT'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. SUBRECIPIENT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against SUBRECIPIENT from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

23. SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. SUBRECIPIENT and its Agent, as applicable, agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any Subcontractors to comply with all laws, as applicable, and to assist COUNTY in complying with the same as it relates to all aspects of this AGREEMENT.
24. The SUBRECIPIENT and its Agent, as applicable, agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT and its Agent, as applicable, that are directly related to this AGREEMENT. The SUBRECIPIENT shall, and shall require its Agent, as applicable, to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this AGREEMENT. The SUBRECIPIENT and its Agent, as applicable, shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public

Records Act is not applicable, for a minimum period of three (3) years after termination of this AGREEMENT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to the SUBRECIPIENT's or its Agent's records, as applicable, the SUBRECIPIENT and its Agent shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT or its Agent, as applicable. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

25. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this AGREEMENT will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

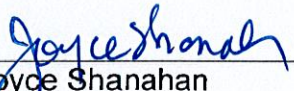
In the case of COUNTY:	with a copy of legal notices to:
County of Volusia Attn: Carmen Hall Director, Community Assistance Address: 121 W. Rich Ave. DeLand, FL 32720 Phone: (386) 736-5955 Fax: (386) 740-5112	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave. Room 301 DeLand, FL 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of SUBRECIPIENT:	with a copy of legal notices to:
City of Ormond Beach Attn: Joyce Shanahan, City Manager Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3200 Fax: (386) 676-3384	Attn: Randy Hayes, City Attorney Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3392 Fax: (386) 676-3321

26. Each party will act in good faith in the performance of its respective responsibilities under this AGREEMENT and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this AGREEMENT.
27. This Agreement shall not be assigned, transferred, or encumbered by SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.
28. By entering into this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, and the COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this AGREEMENT for any litigation limited solely to the parties of this AGREEMENT and to the Agent of SUBRECIPIENT, as applicable.
29. If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this AGREEMENT shall remain in full force and effect unless the COUNTY or the SUBRECIPIENT elect to terminate this AGREEMENT. An election to terminate this AGREEMENT based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this AGREEMENT, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
30. This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.
31. **Amendments:** Upon mutual consent of both parties, this AGREEMENT may be amended in writing.

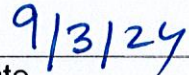
**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2024/25**

SIGNATURE PAGE

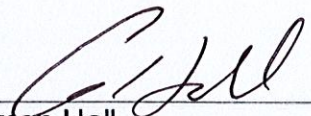
IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this AGREEMENT.



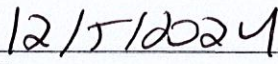
Joyce Shanahan
City Manager
City of Ormond Beach



Date



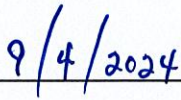
Carmen Hall
Community Assistance Director
County of Volusia



Date



Bill Partington
Mayor
City of Ormond Beach



Date

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ATTACHMENT I – STATEMENT OF WORK

SECTION A – ACTIVITY RESPONSIBILITY AND DESCRIPTION

The organization responsible for implementing each activity and a brief description of the activity is identified below. Implementation of these activities shall comply with the regulations of 24 CFR 570, as now in effect and as may be amended from time to time.

The COUNTY shall:

1. Be responsible for monitoring all programmatic regulations, to provide review and certification that environmental regulations have been adhered to and providing technical assistance as requested.
2. Be responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise.
3. The County's Housing and Grants Staff shall review and approve, prior to execution, all procurement procedures and subcontracts for compliance with the Davis-Bacon Fair Labor Standards Provisions, Minority and Women's Business Enterprise (MWBE) affirmative requirements, Executive Order 11246, Section 3 of Housing and Urban Development Act of 1968, Federal Debarment/Suspension of contractors, and other applicable federal labor and equal opportunity requirements.

The SUBRECIPIENT shall be responsible for implementing the following activities:

1. Military Boulevard Sidewalk: Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard.
2. Hope Place Family Support Specialist: Be responsible for hiring a Family Support Specialist to provide comprehensive support and assistance to families experiencing homelessness at Hope Place Shelter.
3. Be responsible for ensuring that funds distributed are used in accordance with CDBG guidelines by extending all provisions of this subrecipient agreement to written agreements with funded agency. The SUBRECIPIENT will perform programmatic monitoring of this agency and maintain records documenting this monitoring.
4. Be responsible for contacting the Volusia County Community Assistance Housing and Grants Staff **prior** to implementing any phase of construction of the above listed activities. The City agrees to inform and include the Housing and Grants Staff in all pre-bid, bid, pre-construction, or any other applicable meeting related to the above listed activities
5. Be responsible for compliance with all Davis-Bacon Fair Labor Standard regulations with regard to the above listed construction projects. The City agrees to provide certified payroll and contractors invoices related to the above listed activities to the Volusia County Housing and Grants Staff for approval **prior** to requesting reimbursement for any expenditure.

SECTION B – AREA SERVICES

Persons residing in the geographic location of the following Census Tracts and Block Groups will benefit from the above listed activities. The percentage of low/moderate income persons residing in each Census Tract and Block Group, as defined by the American Community Survey data, is shown below.

Activity	Census Tract(s)/ Block Group(s)	Percentage Low/Moderate Income Persons
Capital Projects		
Military Boulevard Sidewalk	80805/1	67.92%
Public Services		
Hope Place Family Support Specialist	N/A	N/A

SECTION C – WORK SCHEDULE

SUBRECIPIENT

Description of Activities	Time	Quantity	Milestone
<u>Military Boulevard Sidewalk</u> : Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard.	October 1, 2024 to September 30, 2025	1,260 LMI Persons	Completion by September 30, 2025
<u>Hope Place Family Support Specialist</u> : Be responsible for hiring a Family Support Specialist to provide comprehensive support and assistance to families experiencing homelessness at Hope Place Shelter.		700 Homeless Persons	

SECTION D – WORK REVISIONS

The work elements contained herein set forth specific objectives, activities, and schedules. Requests to revise Section A through C may be deemed necessary by the SUBRECIPIENT or its Agent, as applicable. Any revision is subject to prior written approval by the COUNTY.

SECTION E – LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

The SUBRECIPIENT agrees to provide the following level of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units per Year</u>
Military Boulevard Sidewalk	N/A	1,260 LMI Persons
Hope Place Family Support Specialist	N/A	700 Homeless Persons

Note: Units means the number of low- and moderate-income persons residing in the area that will benefit directly from new or improved access to an infrastructure or public facility benefit and those persons who have low- and moderate-incomes.

SECTION F – RECORDS AND REPORTS TO BE PROVIDED AND MAINTAINED

Records and reports to be provided to the COUNTY:

1. The SUBRECIPIENT and/or its Agent shall provide on a monthly basis until the AGREEMENT is closed, the Request for Funds Reimbursement Form, ATTACHMENT V to this AGREEMENT. The Request for Funds Reimbursement Form contains five sections: Section I - Monthly Reimbursement Request and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action. **Each section must be completed and submitted on a monthly basis regardless of the activity level until the Agreement is closed.**
 - Section I – Monthly Reimbursement Request and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
 - Section II A – CDBG Capital Project Status Report must be submitted for the following activities: Military Boulevard Sidewalk.
 - Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Family Support Specialist.
 - Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Family Support Specialist.
 - Section IV - Plan of Action (POA) must be submitted for the following activities: Military Boulevard Sidewalk.
 - i. If any of the dates in the POA attached to this agreement change by 60 days or more, the SUBRECIPIENT must submit an amendment request to amend the POA.
2. The SUBRECIPIENT and/or its Agent shall provide other reports as may be prescribed by the COUNTY or the Secretary of HUD from time to time.

Records to be maintained by the SUBRECIPIENT:

The SUBRECIPIENT and/or its Agent shall maintain all required records, which are applicable to the CDBG-assisted activity, as set forth in ATTACHMENT IV to this AGREEMENT.

ATTACHMENT II – BUDGET

The total amount of CDBG funds allocated to community development activities in City of Ormond Beach is **\$199,463**. The following chart provides details as to the organization responsible for implementing each of the activities, a description of the activities and the amount of funds budgeted for the activity.

RESPONSIBILITY	DESCRIPTION OF ACTIVITY	BUDGET
City of Ormond Beach	<u>Military Boulevard Sidewalk</u> : Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard.	\$169,544
City of Ormond Beach	<u>Hope Place Family Support Specialist</u> : Be responsible for hiring a Family Support Specialist to provide comprehensive support and assistance to families experiencing homelessness at Hope Place Shelter.	\$29,919
TOTAL		<u>\$199,463</u>

In the event Program Income is generated, such income shall be returned to the COUNTY.

ATTACHMENT III – CERTIFICATION AND OTHER REGULATIONS

SECTION A – APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The COUNTY, SUBRECIPIENT and their Agents which are, or represent governmental entities, shall comply with the requirements and standards, and any revisions or amendments thereto, of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and with the applicable portions of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" as provided in 24 CFR 570.502.

SECTION B – EQUAL OPPORTUNITY

The SUBRECIPIENT and their Agent agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (P.L.88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the SUBRECIPIENT, this assurance shall obligate the SUBRECIPIENT, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
3. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation under, any program or activity funded in whole or in part with the Community Development funds.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

4. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.
5. Executive Order 11246, an amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contracts.
6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 75), shall govern all housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds \$200,000 of housing and community development financial assistance, including CDBG, as follows:
 - a. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 75 and agrees to take appropriated action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 75.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
7. The affirmative requirements, as set forth in 24 CFR Part 85.36 (e), to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, to include the following actions:
- a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises;
 - e. Using the services and assistance of the Small Business Administration and the Minority Businesses Development Agency of the Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) – (e) of the section.

SECTION C – INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

SECTION D – INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the SUBRECIPIENT or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

SECTION E – HATCH ACT

The SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

SECTION F – DAVIS-BACON FAIR LABOR STANDARDS PROVISIONS

The SUBRECIPIENT agrees to comply with 24 CFR 570.603, Labor Standards of the Regulations published by HUD for Community Development Block Grants.

SECTION G - USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR parts 5 and 24, which prohibit a person who is debarred or suspended from receiving Federal financial and non-financial assistance and benefits under any Federal Programs.

SECTION H – ANTI-LOBBYING

The SUBRECIPIENT agrees that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress. In connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SECTION I – COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The SUBRECIPIENT agrees to comply with any conditions resulting from the COUNTY'S compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to the activities set forth in ATTACHMENT I – STATEMENT OF WORK.

SECTION J – COMPLIANCE WITH FLOOD DISASTER PROTECTION ACT

This AGREEMENT is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this AGREEMENT is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this AGREEMENT for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102 (2) of Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this AGREEMENT.

SECTION K – COMPLIANCE WITH AIR AND WATER ACTS

This AGREEMENT is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the COUNTY shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this AGREEMENT, the following requirements.

1. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract and requiring the contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this AGREEMENT be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

SECTION L – HISTORIC PRESERVATION

The AGREEMENT is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The COUNTY must take into account the effect of a project on any district, site, building, structure or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

SECTION M – ARCHITECTURAL BARRIERS

This AGREEMENT is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with the requirements of the "American Standards

Specifications for Making Buildings and Facilities Accessible To, and Usable By, the Physically Handicapped."

SECTION N – LEAD BASED PAINT

This AGREEMENT is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 570.608). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

SECTION O – PROPERTY DISPOSITION

Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the COUNTY. The proceeds from the disposition of real property shall be considered program income and subject to 24 CFR 570.504(c).

SECTION P – ACQUISITION/RELOCATION

This AGREEMENT is subject to providing a certification that the parties will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

SECTION Q – COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT

The SUBRECIPIENT must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ATTACHMENT IV – RECORDS TO BE MAINTAINED

The SUBRECIPIENT and its Agents shall establish and maintain sufficient records to enable the COUNTY and/or the Secretary of the Department of Housing and Urban Development (HUD) to determine whether the terms and condition of this AGREEMENT have been met. At a minimum, the parties shall maintain the following records for the term of the AGREEMENT and five (5) years after closure:

Section A. The COUNTY shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding, and the provision of Subpart C – Eligible Activities of 24 CFR Part 570 under which the activity is eligible for CDBG-assistance.
2. Records demonstrating that each activity undertaken pursuant to this AGREEMENT meets one of the criteria for meeting the CDBG National Objectives set forth in 24 CFR 570.208. The COUNTY will require the SUBRECIPIENT to maintain or produce records to support the activity's CDBG eligibility and its criteria for meeting the CDBG National Objectives as set forth in Section II below.
3. Records that demonstrate the COUNTY has made the determinations required as a condition of eligibility of certain activities, as prescribed in Sections 570.201(f), 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).
4. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.
5. Records that demonstrate compliance with fair housing and equal opportunity laws

Section B. The SUBRECIPIENT shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, and records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding.
2. For each activity determined to benefit LMI persons based on the area served by the activity:
 - a. The boundaries of the service area;
 - b. The income characteristics of families and unrelated individuals in the service area; and

- c. If the percent of LMI persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii).

NOTE: Military Boulevard Sidewalk: These activities have been determined by the COUNTY to benefit Low Moderate Income (LMI) persons because the service areas served by the activities have at least 51 percent of the residents with low and moderate incomes.

- 3. Records to support that each activity undertaken pursuant to this AGREEMENT is eligible for CDBG-assistance and meets one of the criteria for meeting the CDBG National Objectives. Such records shall include the following information:
 - a. Documentation establishing that the facility or service is designed for and used by LMI persons, for which the regulations provide presumptive benefit to LMI persons; or
 - b. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by LMI persons; or
 - c. Documentation showing the size and annual income of the family or each person receiving the benefit as defined by HUD in 24 CFR 570.3.
- 4. Records that demonstrate compliance with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- 5. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.
- 6. Records that demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
- 7. Fair housing and equal opportunity records applicable to the nature of the activity as follows:
 - a. Documentation of the actions the SUBRECIPIENT has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the Community, and documentation of any other official actions the Community has taken that demonstrate its support for fair housing, such as development of a fair housing analysis described in 24 CFR 570.904(c).
 - b. Data on the extent to which each racial and ethnic group and single headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funding in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or

maintain any particular statistical measure by race, ethnicity or gender in covered programs.

- c. Data on employment in each of the SUBRECIPIENT'S operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to ensure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating units funded in whole or in part under this part.
- d. Data indicating the race and ethnicity of households (and gender of single head of households) displaced as a result of CDBG-funded activities, together with the address and census tract of the housing units to which each displaced household relocated. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- e. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of SUBRECIPIENT'S affirmative steps to ensure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontract as sources of supplies, equipment, constructions, and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.
- f. Documentation of the affirmative action measures the SUBRECIPIENT has taken to overcome prior discrimination, where the courts or HUD have found that the SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, or sex in administering a program or activity funding in whole or in part with CDBG funds.
- g. Section 3 records. For those contracts governed by Section 3, the following documentation will be required from the SUBRECIPIENT and/or its Agent to evaluate compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended and the HUD regulations issued pursuant thereto in 24 CFR Part 75:
 - 1. Project description, location, total funding limit and the period of performance.

2. A summary table identifying the number and category types of the Section 3 residents and business concerns employed/trained on the project. The summary should also include the total amount of funds expended on payroll for Section 3 employment and/ or the amount of the Section 3 business concern's subcontract.
 3. If the numerical goals defined by the COUNTY cannot be met, documentation showing why it was not feasible to meet the established goals or impediments encountered despite action taken must be provided.
 4. Documentation regarding other economic opportunities provided such as: (a) other training and employment related opportunities such as "upward mobility", "bridge" and trainee positions to fill vacancies, hiring Section 3 residents within other housing developments and, hiring in part time position; (b) other business related economic opportunities such as to establish, stabilize or expand Section 3 business concerns will also be considered in evaluating compliance.
8. Financial Records. Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.
 9. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of the CDBG regulations (ATTACHMENT III – Certification and Other Requirements).

ATTACHMENT V – REQUEST FOR FUNDS REIMBURSEMENT REPORT

The Request for Funds Reimbursement Form is due to the COUNTY by the 10th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed. The Request for Funds Reimbursement Form is a monthly submittal requirement for all SUBRECIPIENTS and/or their Agents. It is made up of five sections: Section I - Monthly Reimbursement Request and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action.

- Section I – Monthly Reimbursement Request and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
- Section II A – CDBG Capital Project Status Report must be submitted for the following activities: Military Boulevard Sidewalk.
- Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Family Support Specialist.
- Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Family Support Specialist.
- Section IV - Plan of Action must be submitted for the following activities: Military Boulevard Sidewalk.

Requesting reimbursement:

Reimbursement requests and related backup documentation received from the SUBRECIPIENT will be reviewed by the COUNTY to determine if the requirements for a proper invoice are met. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable

A proper invoice for reimbursement will:

- Include only expenses that are allowable, eligible and procured in accordance with the program requirements.
- Include only expenses that are allocable to projects within this agreement.
- Include proof of payment by the SUBRECIPIENT.
- Include an invoice for the work, if applicable. The invoice must state when the work was completed and the name of the contractor that completed the work.
- Be in compliance with all Davis-Bacon Fair Labor Standard requirements if construction work was completed by a contractor. If applicable, the COUNTY must have all necessary employee interviews and approved certified payroll reports from all related contractors and subcontractors for the dates being invoiced.
- Be in compliance with all Section 3 and M/WBE reporting requirements.
- Will include backup documentation to demonstrate that expenses for work completed by employees of the SUBRECIPIENT are allocable to the project, if applicable. Documents to demonstrate employee expenses may include payroll records, signed timesheets, and evidence of costs of employment.

SECTION I
FY 2024/25
Community Development Block Grant
Monthly Reimbursement Request and Expense Summary Form
City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175

Contact Person: _____ **Telephone:** _____

Month of Report - this is the month that is being reported on:
(the report must be submitted by the 10th day of the following month) _____

Reimbursement Funds Requested for this Period: _____ **Final Request:** ☐ Yes ☐ No

What timeframe did the original expenses occur? From _____ To _____

Description of Activity	Total Budget	Expenses This Month	Expenses To-Date	Available Balance
<u>Military Boulevard Sidewalk:</u> Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard.	\$169,544			
<u>Hope Place Family Support Specialist:</u> Be responsible for hiring a Family Support Specialist to provide comprehensive support and assistance to families experiencing homelessness at Hope Place Shelter.	\$29,919			
Total	\$199,463			
AMENDMENT JOURNAL				

I certify that the above costs are true and valid costs incurred in accordance with the subject agreement.

Fair Housing Activities Description:
(fair housing activities must be reported at least every quarter) _____

Agency Authorized Signature: _____ **Request Date:**
(actual date signed) _____

Print Name of Agency Authorized Signature: _____

SECTION II A – CDBG Capital Project Status Report FY 2024/25

Subrecipient: City of Ormond Beach

Project Name: Military Boulevard Sidewalk

Month of Report - this is the month that is being reported on: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation: _____ Project budget: _____ Actual award: (if known) _____

Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? _____

If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Estimated project/activity completion date: _____

10. Percent of project/activity completed to date: _____

11. Method of procurement identified in application (i.e., formal sealed bid, written quote...): _____

Is this still applicable: ☐ Yes ☐ No

If not, describe changes and/or proposed procurement method:

12. Have any project dates changed by more than 60 days since the last Plan of Action was approved? ☐ Yes ☐ No

13. Has a new subrecipient agreement amendment Plan of Action been submitted? ☐ Yes ☐ No

14. Describe specific work tasks and quantified accomplishments completed this month:

15. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION II B – CDBG Public Service Status Report FY 2024/25

Subrecipient: City of Ormond Beach

Project Name: Hope Place Family Support Specialist

Month of Report - this is the month that the subrecipient expended funds: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation: _____ Project budget: _____

Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? _____

If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Is a Clientele Status Report included? ☐ Yes ☐ No

10. Estimated project/activity completion date: _____

11. Percent of project/activity completed to date: _____

12. Describe specific work tasks and quantified accomplishments completed this month:

13. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION III -- LMI CDBG Clientele Status Report FY 2024/25

Subrecipient City of Ormond Beach **Activity Name** Hope Place Family Support Specialist

Timeframe Covered by this Report From _____ To _____

Final Report? ☐ Yes ☐ No

COMPLETE THE FOLLOWING TWO (2) TABLES FOR PERSONS SERVED BY THE ACTIVITY DURING THE REIMBURSEMENT PERIOD.

Total Number of Persons Assisted this month

TABLE I: Participant Racial and Ethnic Characteristics:
(Please be as specific as possible in reporting this section)

Racial and Ethnic Characteristics	Month	CDBG Program to Date	Hispanic Month	Hispanic to Date
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African Am.				
Other Multi Racial				
TOTAL PERSONS				

PLEASE NOTE: The Total Number Served is to be an **unduplicated count** of persons served during the reporting period.

TABLE II: Participant Income Level

Income Level	Month	Year to Date
Extremely Low-Income Persons		
Low-Income Persons		
Moderate-Income Persons		
TOTAL PERSONS		

LMI CDBG Clientele Status Report Instructions

TABLE I: Provide the total number of persons assisted by the activity during the reporting month and year to date for each applicable category of Racial and Ethnic groups. Use the category that most closely reflects an individual's recognition in his/her community for purposes of reporting a person of mixed racial and/or ethnic origins. Monthly counts and year to date counts should be an actual unduplicated number, not an estimate. Please make sure that these numbers equal the total number of individuals served. Below are guidelines for this section:

White: A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Black or African American: A person having origins in any of the black racial groups of Africa. Terms such as 'Haitian' or 'Negro' can be used in addition to 'Black or African American'.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korean, Malaysia, Pakistan, the Philippine Island, Thailand, and Vietnam.

American Indian/Alaskan Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.

Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

American Indian/Alaskan Native & White: A person having origins of both of the above-mentioned characteristics.

Asian & White: A person having origins of both of the above-mentioned characteristics.

Black/African American & White: A person having origins of both of the above-mentioned characteristics.

American Indian/Alaskan Native & Black African American: A person having origins of both of the above-mentioned characteristics.

TABLE II: Income Level Definitions:

Extremely Low Income Person: Member of a family that has an income equal to or less than the Section 8 limits for 30% of Median income established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Low-Income Person: Member of a family that has an income equal to or less than the Section 8 Very Low-income limits established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Moderate-Income Person: Member of a family that has an income equal to or less than the Section 8 Low-income limit and greater than the Section 8 Very-Low income limit established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Section IV - CDBG Plan of Action FY 2024/25

Subrecipient	CITY OF ORMOND BEACH			
Project Name	Military Boulevard Sidewalk			
Is project being implemented by forced labor (employees of the Subrecipient)?				☐ Yes ☐ No
Milestones	Originally Submitted Date	Current Amended Date (if applicable)	Requesting Amended Date (if applicable)	Actual Date
Authorization to Proceed Received	10/1/2024			
Technical Design & Procurement Documents, Municipality Approved	12/6/2024			
Complete Solicitation Package Submitted to Volusia County	12/9/2024			
Solicitation Package Approved by Volusia County	12/16/2024			
Solicitation Advertised	2/16/2025			
Pre-Bid Meeting	3/4/2025			
Bid Opening	3/18/2025			
Contract Award	4/15/2025			
Pre-Construction Meeting	5/5/2025			
Issue Notice to Proceed	5/12/2025			
Project Start Date	5/12/2025			
Project Completed	8/31/2025			
All Reimbursement Requests Submitted to Volusia County	9/30/2025			

**CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD
MEETING**

**October 16, 2025
City Hall
Conference Room 103
22 South Beach Street
Ormond Beach, FL**

6:00 P.M.

CALL TO ORDER – ROLL CALL

Members present were Josh Pringle, Jennifer Haines, Jessica Adjemian and Lindsey Wolf.

Member excused was Frank Ganz.

Staff present were Grants Coordinator Loretta Moisio and Recording Secretary Ida Hop.

Mr. Pringle called the meeting to order at 6:00 pm.

APPROVAL OF MINUTES – July 17, 2025

Ms. Wolf moved, seconded by Ms. Adjemian, to approve the minutes of the July 17, 2025, meeting. The motion passed unanimously.

AUDIENCE REMARKS

No Audience Remarks.

CDBG FY 2024-2025 PROGRAM UPDATES

Ms. Moisio stated the Hope Place activity is complete. She continued that the Military Boulevard Sidewalk, Division Avenue Sidewalk and Central Park Boardwalk/Trails projects are in progress and expected to be completed by January 2026. Mr. Pringle mentioned these projects were approved near the beginning of 2025.

Ms. Moisio continued there are funds available from the Central Park Boardwalk/Trails project since the bid came in lower than expected.

Ms. Wolf moved, seconded by Ms. Haines, to add the Vanderbilt Drive Sidewalk to the Military Boulevard Sidewalk project. The motion passed unanimously.

NEXT MEETING DATE

January 15, 2026 – Organizational Meeting

ADJOURNMENT

The meeting adjourned at 6:16 p.m.

Respectfully Submitted:

Ida Hop, Recording Secretary

Attest:

Josh Pringle, Chairman



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	8.E.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Victims of Crime Act (VOCA) Grant Agreement FY 2025-2026		
Recommended Action	Staff recommends the retroactive approval of the attached agreement.		
Strategic Goal	Public Safety - Other		
Department Staff Contact	Finance - Grants Loretta Moisia, Grants Coordinator		

Summary

This is a request for the City Commission to retroactively authorize the acceptance of a grant award between the State of Florida, Office of the Attorney General, and the City for the twenty-sixth year funding of the Victim Advocate Coordinator position within the Ormond Beach Police Department. Grant agreements for this program are typically retroactive as they are received on or after the grant period begins. The grant period began on October 1, and the agreement for signature was received on October 20.

In March 2025, a grant request was submitted to the Office of the Attorney General for the purpose of continuing the City's Victim Advocate program within the Police Department. The program was established by the U.S. Department of Justice with the passage of the Victims of Crime Act of 1984. The program is a "pass-through" by the State of Florida that provides the City of Ormond Beach Police Department with the resources to assist all crime victims to fully understand and exercise their rights established by the legislature. The advocates are used to assist in cases of assault, domestic violence, child abuse and elder abuse; however, this is only a portion of the victims assisted by the advocate. The advocate assists victims in receiving appropriate notifications of court actions, in receiving referrals to support agencies, and in participating in the Victims of Crime Compensation Program.

The City has received a grant award for the Victim Advocate program in the amount of \$51,336 for FY 2025-2026.

Financial Impact

The grant award is \$51,336 and will be used to pay up to 75% of the Victim Advocate Coordinator's salary and benefits. Any remaining costs will be derived from the Police Department Budget.

Citizen Impact

The Victim Advocate assists victims of crime in our community in understanding and exercising their rights.

Attachments

1. 25-184 Grants - VOCA Grant Approval FY2025-26 (P25-0159G)
2. City of Ormond Beach-00087 - signed

RESOLUTION NO. 2025-184

A RESOLUTION RATIFYING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL REGARDING FUNDING FOR THE CITY'S VICTIM'S ADVOCATE PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's application to the State of Florida, Office of the Attorney General, for financial assistance in the continuation of a Victim's Advocate program within the Ormond Beach Police Department was duly filed and approved, and

WHEREAS, the State will provide grant funding in the amount of \$51,336.00 and the City is not required to provide any match funds for the FY2025-2026 grant period, and

WHEREAS, the City and the State of Florida desire to enter into an agreement relative thereto, and

WHEREAS, due to the short turnaround time afforded by the Office of the Attorney General to the City in having the agreement signed and returned and to avoid the possibility of losing funding, the Mayor and City Manager executed the Agreement on October 20, 2025, and October 22, 2025, now therefore,

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

SECTION ONE. The City Commission hereby ratifies the Mayor and City Manager's execution of an Agreement between the State of Florida, Office of the Attorney General

regarding the funding of a Victim's Advocate Program. A copy of said agreement, which shall be effective retroactively to October 1, 2025, is attached hereto and incorporated herein by reference.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute any and all documents that are necessary and incidental thereto, for the City to accept the grant award.

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

APPROVED AND AUTHENTICATED this 18th day of November, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

FY 2025/2026
(Grant Period October 1, 2025, through September 30, 2026)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

City of Ormond Beach

GRANT NO: VOCA-C-2025-City of Ormond Beach-00087

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as “the OAG, ” an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the City of Ormond Beach, hereafter referred to as “the Provider,” and jointly referred to as “the Parties.” The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2025/2026 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider’s 2025/2026 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2025, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2026. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement)

with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. Failure of the Provider to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the Provider has complied. The online registration can be completed at: <https://vendor.myfloridamarketplace.com>. If the Provider needs assistance in registering, the Provider may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com. Failure of the Provider to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Unique Entity Identifier (UEI). The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a UEI number. The details of Provider obligations are posted on the Office of Justice Programs' website at <https://www.ojp.gov/funding> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e.,

unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANTS SYSTEM REQUIREMENT

The Provider's administrator has the authority to grant access to the E-Grants system to the Provider's employees. The Provider will immediately remove access to the E-Grants system when an employee is no longer employed at the Provider's agency or when an employee's access is no longer necessary to perform their job duties at the Provider's agency. The Provider will perform quarterly checks to ensure that only authorized employees have access to the E-Grants system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition of equipment will only be considered for VOCA grant funded positions that are approved at 100% in the budget.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of \$2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed \$51,336.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these timeframes, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in

either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the

written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends \$750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.
2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.
3. In the event the Provider expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

- A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

- B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.
- C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 24. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 25. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 26. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this

Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 27. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 28. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at <https://www.ojp.gov/program/civil-rights-office/about>.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the DOJ, Office of Justice Programs, to assist with policy and procedure development is available at <https://www.ojp.gov/program/civil-rights-office/about>.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2025-2026 grant period and confirm compliance with this requirement to the OAG through self-reporting by December 31, 2025. The training modules are available at <https://www.ojp.gov/program/civil-rights/video-training-grantees/overview>. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 29. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 30. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2025-City of Ormond Beach-00087 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (City of Ormond Beach) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications, websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The City of Ormond Beach is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 31. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: <https://www.e-verify.gov/>, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2) (a), Florida Statutes.

ARTICLE 32. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights

under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 33. ADMINISTRATION OF AGREEMENT

- A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.
- B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.
- C. The Provider's contract administrator will be provided at the time of execution.
- D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 34. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the State of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 35. COMPLIANCE WITH RESPECT

PURSUANT TO SECTION 413.036(3), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

ARTICLE 36. COMPLIANCE WITH PRIDE

PURSUANT TO SECTION 946.515(2), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

ARTICLE 37. PROCUREMENT OF MATERIALS WITH RECYCLED CONTENT

Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.

ARTICLE 38. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

As applicable, the Provider must comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. The act prohibits the inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the OAG.

ARTICLE 39. FEDERAL LAW RIGHTS TO INVENTIONS

As applicable, Provider must comply with 37 C.F.R., part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements.”

ARTICLE 40. FEDERAL CLEAN AIR ACT

As applicable, and if this Agreement is over \$100,000.00, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President’s Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. The Provider must report any violations of the above to the OAG.

ARTICLE 41. PRO-CHILDREN ACT OF 1994

As applicable, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider’s failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. If applicable, the Provider must also include a similar provision in any subcontracts it enters under this Agreement.

ARTICLE 42. FEDERAL SUSPENSION AND DEBARMENT LIST

As applicable, the Provider agrees to comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 and warrants none of the Provider’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Provider must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction (as defined by federal law) it enters into. Provider must notify the OAG immediately if it or any of the Provider’s employees, affiliates or subcontractors are included on the Federal Suspension or Debarment Lists.

ARTICLE 43. INSPECTION OF RECORDS

In accordance with section 216.1366, Florida Statutes, the OAG is authorized to inspect the: (a) financial records, papers, and documents of the Provider that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Provider which the OAG determines are necessary to monitor the performance of this Agreement or to ensure that the Agreement terms are being met. The Provider must provide such records, papers, and documents requested by the OAG within 10 business days after the request is made.

ARTICLE 44. ENTIRE AGREEMENT

This Agreement and the Provider’s approved 2025-2026 grant application in the E-Grants Management

System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and City of Ormond Beach, have executed this Agreement.

Joyce Shanahan
Authorizing Official

Joyce Shanahan
Print Name

10/20/25
Date

Greg Slem

OAG Authorizing Official

Greg Slem

Print Name

10/23/2025

Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

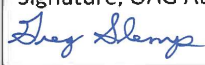
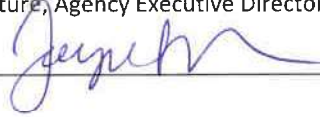
Date

59-6000 398
FEID# of Provider

Flair Code

* Provided for use if multiple signatures are required by your organization.

**Office of the Attorney General
Grant Award Project Summary**

 Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	Office of the Attorney General Victims of Crime Act Grant	2025-2026
Subrecipient Name and Address City of Ormond Beach P.O. Box 277 Ormond Beach, Florida 32175-0277	OAG Grant Number VOCA-C-2025-City of Ormond Beach-00087	
Subrecipient UEI Number P7N5EWNDK217	Project Period: From 10/1/2025 To 9/30/2026	
Subrecipient IRS/Vendor/FEIN Number 59-6000398	Budget Period: From 10/1/2025 To 9/30/2026	
Project Title OVC FY 21 VOCA Victim Assistance Formula OVC FY 22 VOCA Victim Assistance Formula	Award Date 10/1/2025	Award is R&D (Y/N) No
Previous Award Amount \$0.00	Amount of this Award \$51,336.00	Total Award \$51,336.00
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.		
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance		
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.		
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period, Award Date 2021-2022: From 10/1/2020 to 9/30/2026 2022-2023: From 10/1/2021 to 9/30/2026	
OVC Federal Award Number 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021 2022-15POVC-22-GG-00725-ASSI Awarded 08-25-2022	OVC Total Award to OAG \$66,670,292 \$91,878,955	
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380	
Signature, OAG Authorizing Official, Date  10/23/2025	Signature, Agency Executive Director, Date 	

VOCA-C-2025-City of Ormond Beach-00087

Final Audit Report

2025-10-23

Created:	2025-10-20
By:	Rebekah Smith (rebekah.smith@myfloridalegal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6nJkKRVZYJ321CcrGUawsr8KVYx0ink0

"VOCA-C-2025-City of Ormond Beach-00087" History

-  Document created by Rebekah Smith (rebekah.smith@myfloridalegal.com)
2025-10-20 - 2:57:23 PM GMT- IP address: 164.51.33.5
-  Document emailed to Greg Slep (greg.slep@myfloridalegal.com) for signature
2025-10-22 - 12:59:59 PM GMT
-  Email viewed by Greg Slep (greg.slep@myfloridalegal.com)
2025-10-23 - 2:51:52 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Greg Slep (greg.slep@myfloridalegal.com)
Signature Date: 2025-10-23 - 3:05:48 PM GMT - Time Source: server- IP address: 164.51.33.5
-  Agreement completed.
2025-10-23 - 3:05:48 PM GMT



IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and City of Ormond Beach, have executed this Agreement.

Joyce Shanahan
Authorizing Official

Joyce Shanahan
Print Name

10/20/25
Date

Jason Lele
Authorizing Official*

Jason Lele
Print Name

10/22/25
Date

Authorizing Official*

Print Name

Date

59-6000 398
FEID# of Provider

Flair Code

OAG Authorizing Official

Print Name

Date

* Provided for use if multiple signatures are required by your organization.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	8.F.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Acceptance of a Sidewalk Easement - 1405 North US Highway 1, Stor-It		
Recommended Action	It is recommended that the City Commission ACCEPT a sidewalk easement along North U.S. Highway 1 for a width of fifteen (15') feet and a distance of approximately 350 linear feet associated with the Stor-It project located at 1405 North U.S. Highway 1.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is a request to accept a sidewalk easement along North U.S. Highway 1 for a width of fifteen (15') feet and a distance of approximately 350 linear feet associated with the Stor-It project located at 1405 North U.S. Highway 1. Stor-It is a project that has constructed a three-story indoor storage facility with a building of 124,534 square feet, as approved with Ordinance 2023-12. The construction and dedication of sidewalks along North U.S. Highway 1 is part of Exhibit "C", Item 10. As part of this planned development, sidewalks were constructed inside the property line because of stormwater swales within the North U.S. Highway 1 right-of-way, and the sidewalks need to be accepted as public sidewalks through the proposed easement.

Financial Impact

The city will have maintenance responsibility for the sidewalk as if it were constructed within a right-of-way.

Citizen Impact

None

Attachments

1. 25-185 Planning - Stor-It - Sidewalk Easement - Resolution
2. Public Sidewalk Easement Deed Stor-It
3. Stor_It_North_Ormond_AERIAL

4. Site Plan - Stor-It, North Ormond Self Storage, PBD Amendment
5. 20251019194325-vcpa-property-card-2470119
6. Sunbiz

RESOLUTION NO. 2025-185

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC SIDEWALK EASEMENT DEED OF FIFTEEN (15') FEET IN WIDTH AND APPROXIMATELY 350 LINEAR FEET IN LENGTH FROM STOR-IT SELF STORAGE ORMOND BEACH, LLC, TO PROVIDE A SIDEWALK EASEMENT FOR A PUBLIC SIDEWALK ALONG THE NORTH US HIGHWAY 1 RIGHT-OF-WAY ON PROPERTY LOCATED AT 1405 NORTH U.S. HIGHWAY 1 AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The City Commission hereby approves and accepts a Public Sidewalk Easement Deed from Stor-It Self Storage Ormond Beach, LLC, a Florida Limited Liability Company, of a sidewalk fifteen (15') feet in width and approximately 350 linear feet along the property line abutting the North U.S. Highway 1 right-of-way, on property located at 1405 North U.S. Highway 1. A copy of said Deed is attached hereto and incorporated herein by reference,

SECTION TWO. A certified copy of this Resolution, and the executed original Public Sidewalk Easement Deed, shall be recorded in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 18th day of November, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:

RANDAL A. HAYES, ESQUIRE
Florida Bar No. 0747157
Post Office Box 277
Ormond Beach, FL 32175-0277
386-676-3217
PORTION OF ASSESSOR'S
PARCEL NO. 3231-00-00-0052

PUBLIC SIDEWALK EASEMENT DEED

TO ALL WHOM THIS DOCUMENT CONCERNS: STOR-IT SELF STORAGE ORMOND BEACH, LLC, a Florida Limited Liability Company (hereinafter "Grantor") whose mailing address is 1451 North U.S. Highway 1, Ormond Beach, Florida 32174, Volusia County, in consideration of the sum of one (\$1.00) dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose post office address is 22 South Beach Street, Ormond Beach, Florida (hereinafter "Grantee"), and its successors and assigns, a perpetual and non-exclusive easement for public sidewalk purposes over and upon that real property situated in Ormond Beach, Volusia County, Florida, as depicted in Exhibit A and legally described as follows:

A 15 FOOT STRIP OF LAND , BEING A PORTION OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN (POINT OF BEGINNING) AT THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6310, PAGE 1924, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 47° 20' 13" EAST ALONG THE WESTERLY LINE OF SAID PROPERTY AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY 1, A 160 FOOT RIGHT OF WAY, AS NOW LAID OUT, 327.13 FEET TO A POINT OF TANGENCY OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET, SAID POINT BEING IN THE WESTERLY RIGHT OF WAY LINE OF PINE TREE DRIVE, A 170 FOOT RIGHT OF WAY PER MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 86° 25' 18", FOR AN ARC LENGTH OF 28.98 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE AND ACROSS SAID PROPERTY NORTH 47° 20' 13" WEST PARALLEL WITH SAID RIGHT OF WAY LINE OF U. S. HIGHWAY 1, 350.05 FEET TO A POINT IN THE NORTHERLY LINE OF SAID PROPERTY; THENCE SOUTH 42° 37' 16" WEST ALONG SAID NORTHERLY LINE, 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.118 ACRES MORE OR LESS.

Legal description from J.J. Matejka & Associates, Inc.

BY ACCEPTANCE of this Public Sidewalk Easement Deed, the Grantee, to the maximum extent allowed by law, assumes liability for damages arising out of the use and maintenance of any sidewalk constructed upon the real property encumbered by this Public Sidewalk Easement Deed and, to the maximum extent allowed by law, agrees to hold the Grantor harmless from and against such liability, excluding any liability for damages attributable in whole or in part to any negligent act of the Grantor or the Grantor's heirs, successors, or assigns.

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, together with the right to enter upon the aforescribed real property to construct and to maintain a public sidewalk thereon, together with all such fills, cuts, drains, ditches, and other incidents which the said Grantee may deem necessary or convenient in connection therewith.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hands and seals this _____ day of _____, 2025.

**STOR-IT SELF STORAGE ORMOND
BEACH, LLC, a Florida Limited Liability
Company**

By: JOHN S. VANACORE
Manager

STATE OF FLORIDA)
)**ss:**
COUNTY OF VOLUSIA)

WITNESS my hand and official seal in the County and State last aforesaid this
day of _____, 2025.

-2 of 2-

NOTES:

THIS IS NOT A SURVEY - No location provided

L - Arc Length

POB - Point of Beginning

CH - Chord Distance

PC - Point of Curvature

ORB - Official Records Book

Δ - Central Angle

PT - Point of Tangency

PG(S) - Page(s)

CB - Chord Bearing

R - Radius

The Legal Description hereon is created this plat.

R/W - Right of Way

Bearings are assumed, based on the northwesterly line of the Parcel shown hereon, bearing N 42°37'16" E, and are based on the subject legal description.

No search or examination of title has been done on the subject property and absolutely no warranties, expressed or implied are made with regard to the state of title or any other aspect thereof.

When multiple sheets comprise the plat or map, no single sheet shall be considered full and complete without the other(s).

This plat not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

There may be additional restrictions and/or other matters not shown hereon that may be found in the public records of this county, Florida.

PLAT OF LEGAL DESCRIPTION OF:

PARCEL 1:

A 15 FOOT STRIP OF LAND, BEING A PORTION OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN (POINT OF BEGINNING) AT THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6310, PAGE 1824, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 47° 20' 13" EAST ALONG THE WESTERLY LINE OF SAID PROPERTY AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY 1, A 160 FOOT RIGHT OF WAY, AS NOW LAID OUT, 327.13 FEET TO A POINT OF TANGENCY OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET, SAID POINT BEING IN THE WESTERLY RIGHT OF WAY LINE OF PINE TREE DRIVE, A 170 FOOT RIGHT OF WAY PER MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 68° 25' 18", FOR AN ARC LENGTH OF 28.98 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE AND ACROSS SAID PROPERTY NORTH 47° 20' 13" WEST PARALLEL WITH SAID RIGHT OF WAY LINE OF U. S. HIGHWAY 1, 350.05 FEET TO A POINT IN THE NORTHERLY LINE OF SAID PROPERTY; THENCE SOUTH 42° 37' 16" WEST ALONG SAID NORTHERLY LINE, 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.118 ACRES MORE OR LESS.

CERTIFICATE:

This is to certify that the plat delineated hereon is in compliance with the Standards of Practice per Sections 5J-17.050 through 5J-17.052, Florida Administrative Code pursuant to Section 472.027 of the Florida Statutes.

17 October, 2022
(plat date)

John J
Matejka III

Digitally signed by
John J Matejka III
Date: 2022.10.17
07:36:17 -04'00'



FOR: VANACORE CONSTRUCTION
1451 NORTH U.S. HIGHWAY 1
SUITE 13
ORMOND BEACH, FLORIDA
PLAT #22A10
PINE RUN/US1 & PINE TREE

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
LICENSED BUSINESS #6883
408 HARVEY AVENUE
DAYTONA BEACH, FL 32118
(386) 252-7371

SHEET 1 OF 2

J.J. MATEJKA & ASSOCIATES, INC.

PROFESSIONAL SURVEYORS & MAPPERS
LICENSED BUSINESS #6883
408 HARVEY AVENUE
DAYTONA BEACH, FL 32118

(386) 252-7371

MBA BUSINESS CENTER, A CONDOMINIUM, per ORB 5556, PG(s) 2669 (DETAILS NOT SHOWN)

PC = Point of Curvature

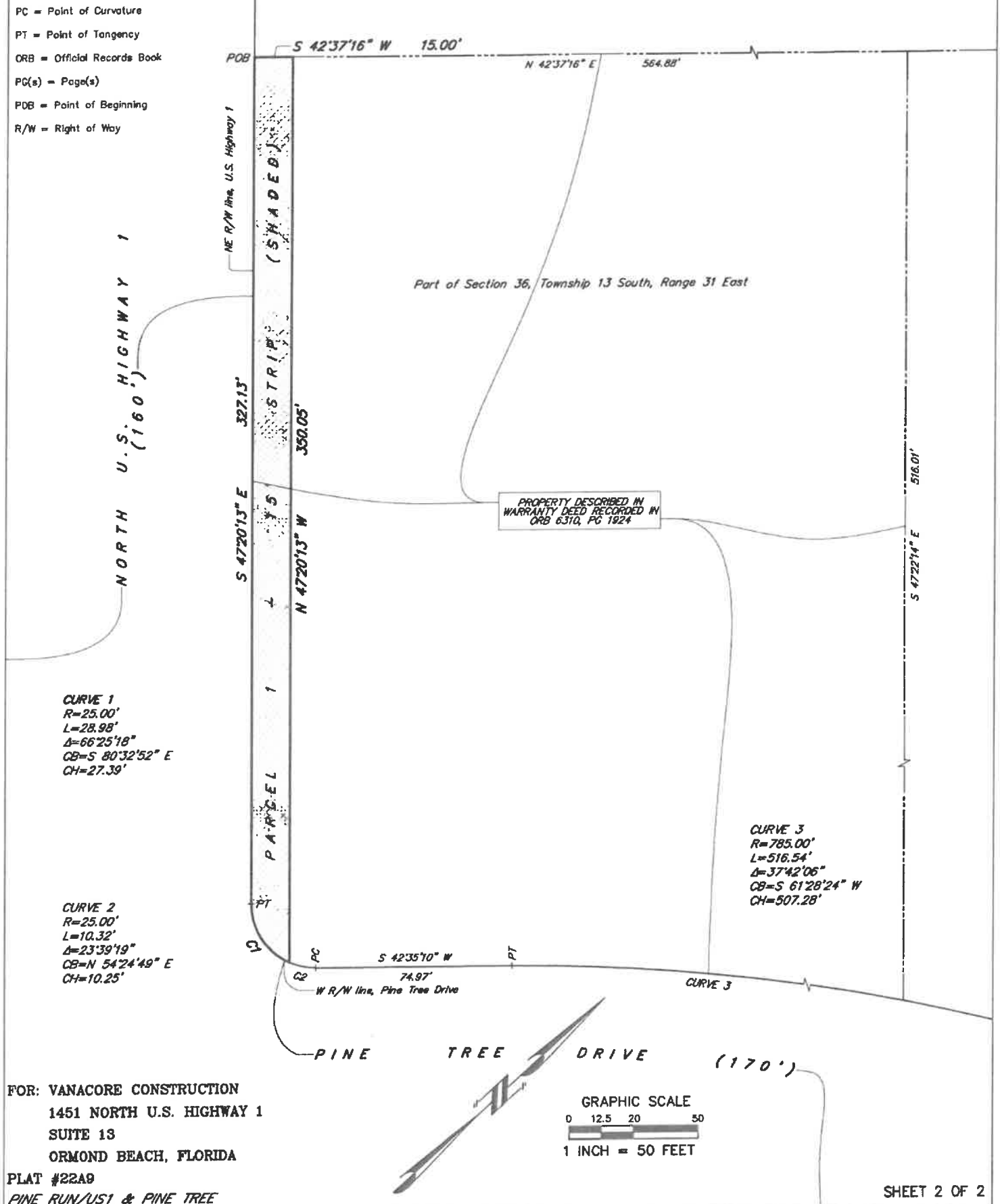
PT = Point of Tangency

ORB = Official Records Book

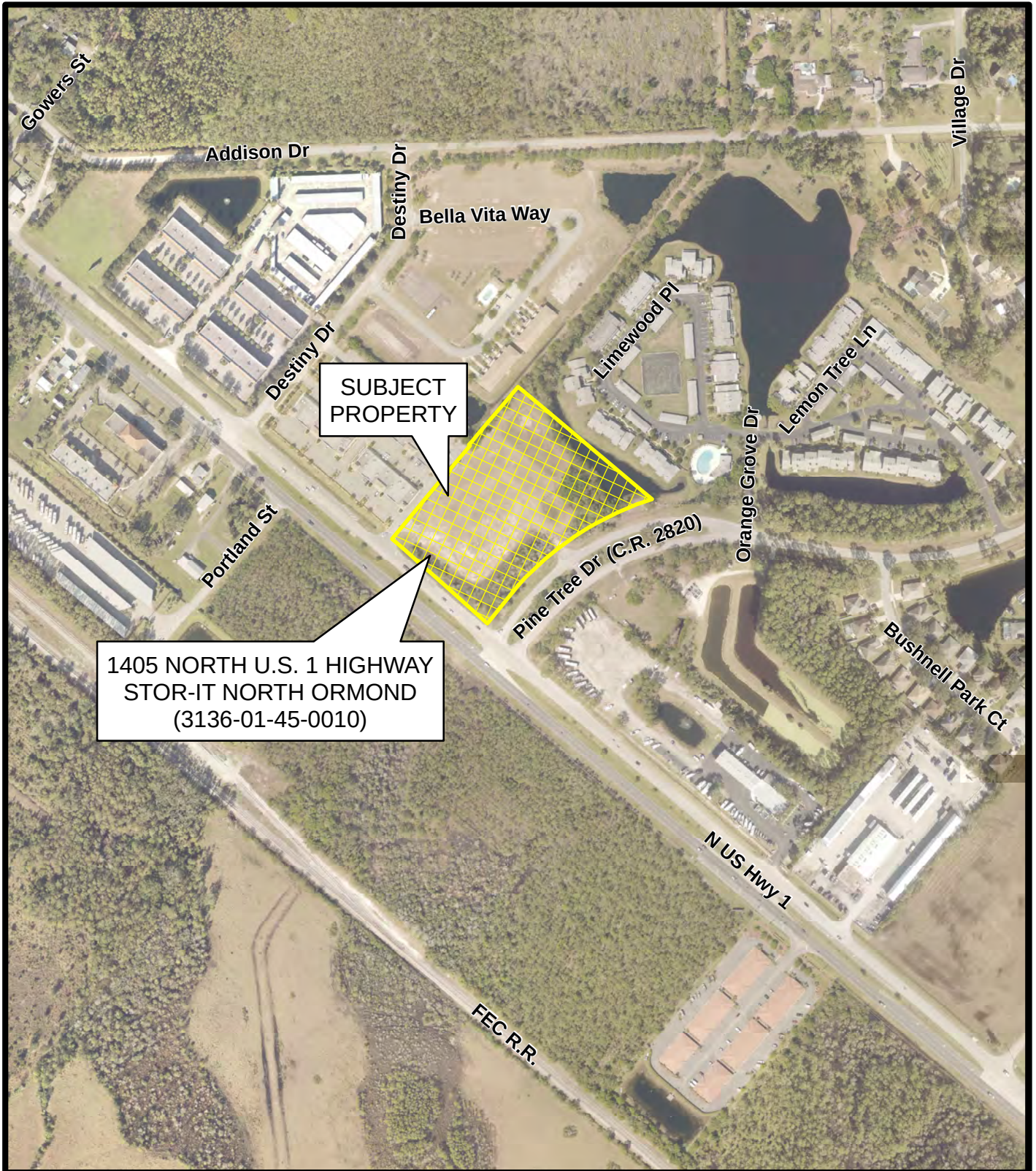
PG(s) = Page(s)

PDB = Point of Beginning

R/W = Right of Way

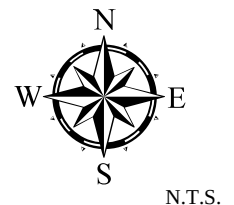


FOR: VANACORE CONSTRUCTION
1451 NORTH U.S. HIGHWAY 1
SUITE 13
ORMOND BEACH, FLORIDA
PLAT #22A9
PINE RUN/US1 & PINE TREE



**1405 NORTH U.S. 1 HIGHWAY
STOR-IT NORTH ORMOND (3136-01-45-0010)
AERIAL MAP**

Prepared By: The City of Ormond Beach
G.I.S. Department - November 8, 2022





Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 2470119

Parcel ID: 313601450010

STOR-IT SELF STORAGE ORMOND BEACH LLC 1405 N US HWY 1, ORMOND BEACH, FL

Parcel Summary

Alternate Key:	2470119
Parcel ID:	313601450010
Township-Range-Section:	13 - 31 - 36
Subdivision-Block-Lot:	01 - 45 - 0010
Owner(s):	STOR-IT SELF STORAGE ORMOND BEACH LLC - FS - Fee Simple
Mailing Address On File:	1451 N US HIGHWAY 1 STE 13 ORMOND BEACH FL 32174 0705
Physical Address:	1405 N US HWY 1, ORMOND BEACH 32174
Property Use:	1000 - VACANT COMM
Tax District:	201-ORMOND BEACH
2024 Final Millage Rate:	16.3635
Neighborhood:	7282
Subdivision Name:	
Homestead Property:	No

AltKey: 2470119

Parcel ID: 313601450010

STOR-IT SELF STORAGE ORMOND BEACH LLC 1405 N US HWY 1, ORMOND BEACH, FL

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	\$527,076	\$527,076	\$0	\$527,076	1.5000	\$790.61
0012	DISCRETIONARY	\$527,076	\$527,076	\$0	\$527,076	0.7480	\$394.25
0011	REQ LOCAL EFFORT	\$527,076	\$527,076	\$0	\$527,076	3.0310	\$1,597.57
0050	GENERAL FUND	\$527,076	\$527,076	\$0	\$527,076	3.2007	\$1,687.01
0053	LAW ENFORCEMENT FUND	\$527,076	\$527,076	\$0	\$527,076	1.5994	\$843.01
0055	LIBRARY	\$527,076	\$527,076	\$0	\$527,076	0.3697	\$194.86
0520	MOSQUITO CONTROL	\$527,076	\$527,076	\$0	\$527,076	0.1573	\$82.91
0530	PONCE INLET PORT AUTHORITY	\$527,076	\$527,076	\$0	\$527,076	0.0660	\$34.79
0058	VOLUSIA ECHO	\$527,076	\$527,076	\$0	\$527,076	0.2000	\$105.42
0057	VOLUSIA FOREVER	\$527,076	\$527,076	\$0	\$527,076	0.2000	\$105.42
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$527,076	\$527,076	\$0	\$527,076	0.0270	\$14.23
0100	HALIFAX HOSPITAL AUTHORITY	\$527,076	\$527,076	\$0	\$527,076	0.7019	\$369.95
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$527,076	\$527,076	\$0	\$527,076	0.1793	\$94.50
0180	ORMOND BEACH	\$527,076	\$527,076	\$0	\$527,076	4.3202	\$2,277.07
0184	ORMOND BEACH I&S 2010	\$527,076	\$527,076	\$0	\$527,076	0.0630	\$33.21
						16.3635	\$8,624.81

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			\$0.00

Estimated Ad Valorem Tax: \$8,624.81

Estimated Non-Ad Valorem Tax: \$0.00

Estimated Taxes: \$8,624.81

Estimated Tax Amount without SOH: \$8,624.81

AltKey: 2470119**Parcel ID: 313601450010****STOR-IT SELF STORAGE ORMOND BEACH LLC 1405 N US HWY 1, ORMOND BEACH, FL****Previous Years Certified Tax Roll Values**

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2024	\$527,076	\$0	\$527,076	\$527,076	\$0	\$527,076	\$0
2023	\$479,160	\$0	\$479,160	\$462,204	\$0	\$462,204	\$0
2022	\$431,244	\$0	\$431,244	\$420,185	\$0	\$420,185	\$0
2021	\$431,244	\$0	\$431,244	\$381,986	\$0	\$381,986	\$0
2020	\$431,244	\$0	\$431,244	\$347,260	\$0	\$347,260	\$0
2019	\$431,244	\$0	\$431,244	\$315,691	\$0	\$315,691	\$0
2018	\$431,244	\$0	\$431,244	\$286,992	\$0	\$286,992	\$0
2017	\$431,244	\$0	\$431,244	\$260,902	\$0	\$260,902	\$0
2016	\$431,244	\$0	\$431,244	\$237,184	\$0	\$237,184	\$0

AltKey: 2470119

Parcel ID: 313601450010

STOR-IT SELF STORAGE ORMOND BEACH LLC 1405 N US HWY 1, ORMOND BEACH, FL

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1000-VACANT COMMERCIAL	SQUARE FEET			239580			2.75	\$527,076

Total Land Value: \$527,076

AltKey: 2470119**Parcel ID: 313601450010****STOR-IT SELF STORAGE ORMOND BEACH LLC****1405 N US HWY 1, ORMOND BEACH, FL****Sales History**

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
8493 / 3813	2023250106	12/08/2023	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	\$100
6310 / 1924	2009001672	12/23/2008	WD-WARRANTY DEED	UNQUALIFIED	Vacant	\$800,000
5502 / 4547	2005054270	02/28/2005	WD-WARRANTY DEED	UNQUALIFIED	Vacant	\$575,000
2779 / 0733		11/15/1985	WD-WARRANTY DEED	UNQUALIFIED	Vacant	\$175,000
2365 / 1915		06/15/1982	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	\$100
2365 / 1919		06/15/1982	WD-WARRANTY DEED	UNQUALIFIED	Vacant	\$800,000
1976 / 1820		04/15/1978	WD-WARRANTY DEED	UNQUALIFIED	Vacant	\$480,000

AltKey: 2470119

Parcel ID: 313601450010

STOR-IT SELF STORAGE ORMOND BEACH LLC 1405 N US HWY 1, ORMOND BEACH, FL

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
2469668	1815 N US HWY 1	ORMOND BEACH	4100-LIGHT INDUSTRIAL	7282	07/29/2025	\$1,450,000
2469854	1561 N US HWY 1	ORMOND BEACH	1000-VACANT COMM	7282	01/06/2025	\$2,375,000
5956873	1128 BENTON ST	ORMOND BEACH	1000-VACANT COMM	7282	07/30/2024	\$375,000
2470097	1496 ATLANTIC RD	ORMOND BEACH	1000-VACANT COMM	7282	06/04/2024	\$90,000

AltKey: 2470119

Parcel ID: 313601450010

STOR-IT SELF STORAGE ORMOND BEACH LLC 1405 N US HWY 1, ORMOND BEACH, FL

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

36-13-31 IRREG PARCEL IN BLKS 52 & 53 MEAS 580 FT ON N/L & APPROX 327.19 FT ON US HWY #1 EXC PT IN PINE TREE DR INCL VACATED STREETS PER RESOLUTION #77-143 PER OR 2779 PG 0733 PER OR 5502 PG 4547 PER OR 6310 PG 1924 PER OR 8493 PG 3813

AltKey: 2470119

Parcel ID: 313601450010

STOR-IT SELF STORAGE ORMOND BEACH LLC 1405 N US HWY 1, ORMOND BEACH, FL

Permit List

Permit Date	Permit #	Description	Contractor	Amount
04/16/2025	BPNR-2025-001234	BURY A 500 U/G LP TANK AND RUN LINE TO GENERA	MR PERMIT	\$1,195
03/18/2025	BPNR-2025-001111	CONSTRUCTION OF RETAINING WALL.	MR PERMIT	\$40,000
01/14/2025	BPNR-2025-001027	REMOVE AND REPLACE METAL PANELS	MR PERMIT	\$75,000
11/01/2023	23-00006680	3 STORY BLDG SELF STORAGE	MR PERMIT	\$7,000,000



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
STOR-IT SELF STORAGE ORMOND BEACH, LLC

Filing Information

Document Number	L23000223776
FEI/EIN Number	92-3896198
Date Filed	05/05/2023
Effective Date	05/05/2023
State	FL
Status	ACTIVE

Principal Address

1451 N. US HWY 1, SUITE 13
ORMOND BEACH, FL 32174 UN

Mailing Address

1451 N. US HWY 1, SUITE 13
ORMOND BEACH, FL 32174 UN

Registered Agent Name & Address

VANACORE, JOSEPH T
1451 N. US HWY 1, SUITE 13
ORMOND BEACH, FL 32174

Authorized Person(s) Detail

Name & Address

Title MGR

VANACORE, JOSEPH T
1451 N. US HWY 1, SUITE 13
ORMOND BEACH, FL 32174 UN

Title MGR

VANACORE, JOHN S
1451 N. US HWY 1, SUITE 13
ORMOND BEACH, FL 32174 UN

Annual Reports

Report Year	Filed Date
--------------------	-------------------

2024	03/11/2024
2025	04/04/2025

Document Images

04/04/2025 -- ANNUAL REPORT	View image in PDF format
03/11/2024 -- ANNUAL REPORT	View image in PDF format
05/05/2023 -- Florida Limited Liability	View image in PDF format



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	8.G.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Electric Utility Easement (FPL) - Hudson Wellfield Expansion		
Recommended Action	It is recommended the City Commission approve the proposed Utility Easement with Florida Power & Light Company.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Engineering Bob Preis, Utilities Manager		

Summary

This is a request for the City to execute a Utility Easement with Florida Power and Light (FP&L) to enable construction of electric facilities required for the Hudson Wellfield Expansion project.

The City's is currently permitted through Saint Johns River Water Management District (SJRWMD) and their Consumptive Use Permit (CUP) for an average daily water withdrawal of 7.93 million gallons (MG). Of this allocation, the City is currently permitted to withdraw 2.45 MG from the Hudson Wellfield. The Hudson Wellfield expansion project will add 3 new wells in the Hudson Wellfield to meet rising water demands and ensure redundancy in the City's raw water source. This project was recommended as a priority in the Western Service Area Master Plan.

This Utility Easement on City property is for installation of FP&L owned electric utility equipment required to provide power for the new Hudson Wellfield facilities. The location described is for the installation of electrical main transmission lines, switches, transformers, and related equipment.

This location has been mutually agreed upon by the City and FP&L and assign the limited areas that installation of FP&L equipment shall be permitted.

Financial Impact

Execution of the Utility Easement has no budget impact. The Hudson Wellfield Expansion project is a separate capital improvement item. The construction project was awarded at the January 7, 2025 City Commission meeting.

Citizen Impact

This project will provide for increased potable water capacity to ensure the City's water treatment plant can continue to meet the needs of residents.

Attachments

1. 25-186 Electric Utility Easements - Hudson Wellfield Expansion FPL P25-0147
2. FPL Electric Utility Easement - Exhibit A Hudson Wellfield Expansion
3. EASEMENT LETTER_ORMOND WELLS

RESOLUTION NO. 2025-186

A RESOLUTION AUTHORIZING THE EXECUTION OF AN EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY FOR THE INSTALLATION OF UTILITIES ALONG AIRPORT ROAD AND STATE ROAD 40; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute an Easement in favor Florida Power & Light Company for the purpose of granting a utility easement on the properties described therein for the installation of utilities, said properties being generally located along Airport Road and SR 40, and being known as the Hudson Wellfield (Parcel IDs: 412800000030 and 412800000040). A copy of the easement is attached hereto and incorporated herein by reference,

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

APPROVED AND AUTHENTICATED this 18th day of November, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

DESCRIPTION:

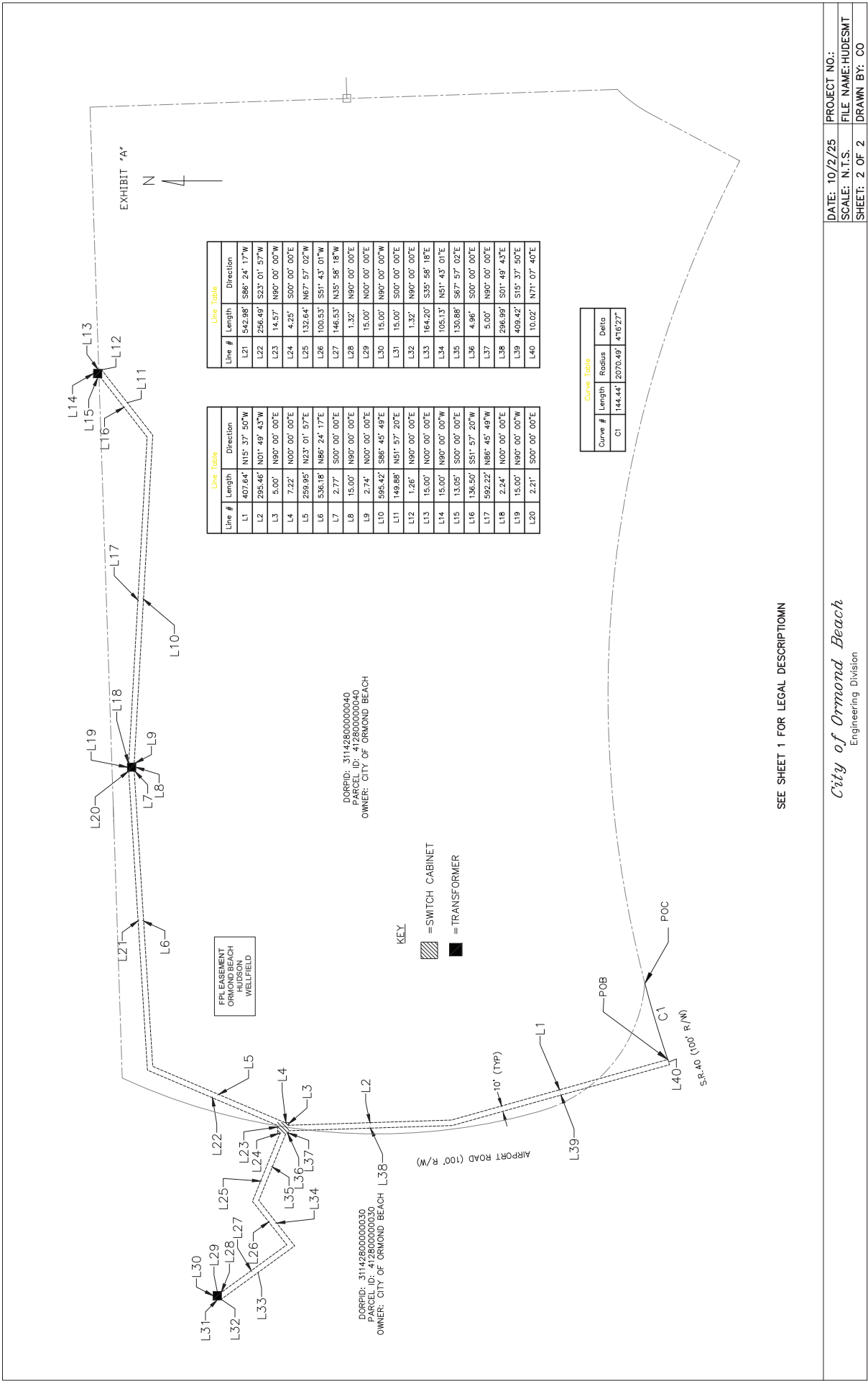
PROPOSED FPL EASEMENT FOR HUDSON WELL FIELD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT, SAID POINT BEING INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT RD, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SR40, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2070.49 FEET, A CENTRAL ANGLE OF 4°16'27", A CHORD BEARING OF SOUTH 73°15'53" WEST, AND A CHORD DISTANCE OF 144.41 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 144.44 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE DEPARTING SAID NORTHERLY LINE RUN NORTH 15°37'50" WEST A DISTANCE OF 407.64 FEET; THENCE NORTH 01°49'43" WEST A DISTANCE OF 295.46 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 5.00 FEET; THENCE NORTH 0° 00'00" EAST A DISTANCE OF 7.22 FEET; THENCE NORTH 23°01'57" EAST A DISTANCE OF 259.95 FEET; THENCE NORTH 86°24'17" EAST A DISTANCE OF 536.18 FEET; SOUTH 00°00'00" EAST A DISTANCE OF 2.77 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 15.00 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 2.74 FEET; THENCE SOUTH 86°45'49" EAST A DISTANCE OF 595.42 FEET; THENCE NORTH 51°57'20" EAST A DISTANCE OF 149.88 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 1.26 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 15.00 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 13.05 FEET; THENCE SOUTH 51°57'20" WEST A DISTANCE OF 136.50 FEET; THENCE NORTH 86°45'49" WEST A DISTANCE OF 592.22 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 2.24 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 2.21 FEET; THENCE SOUTH 86°24'17" WEST A DISTANCE OF 542.98 FEET; THENCE SOUTH 23°01'57" WEST A DISTANCE OF 256.49 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 14.57 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 4.25 FEET; THENCE NORTH 67°57'02" WEST A DISTANCE OF 132.64 FEET; THENCE SOUTH 51°43'01" WEST A DISTANCE OF 100.53 FEET; THENCE NORTH 35°58'18" WEST A DISTANCE OF 146.53 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 1.32 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 15.00 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 15.00 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 1.32 FEET; THENCE SOUTH 35°58'18" EAST A DISTANCE OF 164.20 FEET; THENCE NORTH 51°43'01" EAST A DISTANCE OF 105.13 FEET; THENCE SOUTH 67°57'02" EAST A DISTANCE OF 130.88 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 4.96 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 01°49'43" EAST A DISTANCE OF 296.99 FEET; THENCE SOUTH 15°37'50" EAST A DISTANCE OF 409.42 FEET; THENCE NORTH 71°07'40" EAST A DISTANCE OF 10.02 FEET POINT BEGINNING.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 10/2/2025	PROJECT NO.:
SCALE: N.T.S.	FILE NAME: HUDESMT
SHEET: 1 OF 2	DRAWN BY: CO





October 13, 2025

City of Ormond Beach
Airport Rd, Ormond Beach

RE: Easement for FPL Facilities

Dear: City of Ormond Beach

Enclosed is the easement form required by FPL to provide electric service to the above referenced facility. Please complete the instrument according to the following instructions. DESCRIBE, EXECUTE and RECORD the easement and return the recorded original to me. This easement needs to be returned to FPL prior to energizing your proposed facility. Failure to do so could delay the timely installation of your electric facilities.

Parcel I. D. #: Enter Parcel I. D. # in the upper left portion of the easement form.

Describe Easement:

Use the blank area in the middle of the form to describe the easement. If additional space is required, an Exhibit "A" attached as a 2nd sheet to the instrument may be used. Metes & bounds may be used but a center line description is most common. A pictorial view of the easement may also be attached as an Exhibit "A". If Exhibit "A" type description is used, the middle of the form needs to show "See Exhibit "A" ("Easement Area")". Easements are usually 10' in width for underground and 20' in width for overhead with the FPL facilities installed along the centerline of the easement. **FPL recommends that the easement be described by a surveyor to ensure the description is accurate and correctly describes the easement area.**

Signing and Witnessing:

- A. **For Individuals:** All persons shown on the deed must sign the easement. Enter date in space provided. Sign on the indicated lines on the right side in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The notary public may be one of the witnesses and if so must sign at the left in the space provided.
- B. **For Businesses:** Enter date in space provided. The President, or Vice-President sign on lines indicated on the right, filling in their title below, in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The corporate seal must be affixed adjacent to the officer's signatures.

Acknowledgements:

The notary public should legibly fill in all blanks, including state and county of execution, names of individuals or officers signing and their titles, state or county where empowered to act, expiration date of commission, fill in the date, sign on line provided, and affix seal adjacent to the signature of the notary public.

Record the Easement:

If there are any questions with regards to the easement, please call me prior to recording the easement. Have the easement **Recorded** at the Volusia County Courthouse, only the original **unaltered** FPL standard easement form (form 3722) will be accepted by FPL.

If you have any questions, please call me at 386-586-6419.

Sincerely,

Jason Ratay
Construction Services

Work Request No. 14330606

Sec. 28, Twp 14, Rge 31

Parcel I.D. 412800000040 &

412800000030

(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Jason Ratay

Co. Name: Florida Power and Light

Address: 5910 E Highway 100
Palm Coast, FL 32164

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: _____

(Witness)

Print Address: _____

(Witness' Signature)

Print Name: _____

(Witness)

Print Address: _____

Entity Name

By: _____

Print Name: _____

Print Title: _____

Print Address: _____

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me by [] physical presence or [] on-line notarization, this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	8.H.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Construction & Demolition Franchise Renewal, Samsula Landfill, Inc.		
Recommended Action	Staff intends to renew the non-exclusive franchise agreement with Samsula Landfill, Inc., unless otherwise directed.		
Strategic Goal	Water Quality & the Environment - Other		
Department Staff Contact	Public Works Kevin Gray, Deputy Public Works Director		

Summary

This item is to notify the City Commission of the renewal of an existing non-exclusive franchise agreement for the collection and disposal of construction and demolition debris generated within the City of Ormond Beach to Samsula Landfill, Inc. (Samsula Landfill).

On August 5, 2025, Samsula Landfill (363 S. State Rd. 415, New Smyrna Beach, FL 32168), 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 to the City of Ormond Beach. Samsula Landfill's current franchise agreement will expire in November 2025.

City staff previously conducted background checks and a financial ability analysis of Samsula Landfill to perform construction and demolition roll-off services within the City and reported these checks provide no information that would prevent the City Commission to grant a non-exclusive franchise agreement.

Samsula Landfill has been in business in the Volusia County area since 2004 and offers multiple-sized roll-off containers. The principal owners have an extensive background in the recycling and solid waste industry, and staff expects a high level of customer satisfaction from the company.

Financial Impact

Revenues from this non-exclusive franchise agreement will be \$5,000 from the receipt of the franchise fee, \$1,500 from the renewal fee, and approximately \$2,500 from pull charges, which will be applied to Fund 460 - Solid Waste Fund.

Citizen Impact

Having a variety of authorized haulers provides residents a varied selection from which to choose. The franchising of waste haulers ensures these businesses operate within the requirements of the City.

Attachments

1. Samsula Construction & Demo Renewal_update

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

Check One

☐ New ☒ Renewal ☐ Transfer ☐ Modification

Application Information:

Name: Samsula Landfill, Inc.
Address: 363 S State Road 415
City/State/Zip Code: New Smyrna Beach FL 32168
Phone Number: (386) 423-6769
Contact Name: River Leissler
Contact Email: Office@SamsulaLandfill.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;
- ☐ 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;
- ☐ 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;

**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).
- ☐ 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**

Applicant agrees to comply with all applicable provision of the City of Ormond Beach, Florida, Code of Ordinances Chapter 10, Article IV, as may be amended.

River Leissler

Applicant name (print or Type)

R. L.

Applicant signature

8/5/25

Application submission date

Application received by

date

Application fee received by

check number

check date

Approved City Manager/designee signature

date

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

**Affidavit
ACKNOWLEDGMENT OF BUSINESS TYPE**

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to the application and becomes a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Ormond Beach Code of Ordinances, the laws, rules, ordinances and regulations of Volusia County, the State of Florida, and the United States of America.

BUSINESS ADDRESS OF APPLICANT:

Address: 363 S State Road 415
City: NSB State: FL Zip: 32168
Telephone No.: (386) 423-6769 Fax No.: (386) 423-1436
Federal ID No.: 59-3546154

SIGNATURE OF APPLICANT:

If an Individual: _____, doing business
Signature

as _____

If a Partnership: _____ by: _____,
General Partner Signature

If a Corporation: Samsula Landfill, Inc.
Corporate Name

(a Florida Corporation)

by: O. McDonald
Signature

Title: Sec/VP

Attest: O. McDonald (SEAL)
Corporate Secretary

NOTARY PUBLIC: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of the year _____, by _____ who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED, OR STAMPED: _____

Commission Number: _____ My Commission Expires: _____



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECOVERED MATERIALS DEALER CERTIFICATION**

2026

CERTIFICATE NO: 203

ISSUED: 02/03/2025

EXPIRES: 06/30/2026

SAMSULA LANDFILL INC.

363 S STATE ROAD 415

NEW SMYRNA BEACH, FL 32168

The Florida Department of Environmental Protection verifies that the above named Company reports certain recycling information and is certified in accordance with Chapter 62.722, Florida Administrative Code.

REPORTING FACILITIES COVERED BY THIS CERTIFICATION

COUNTY	WACS ID	FACILITY NAME	FACILITY ADDRESS
CLUSIA	83626	SAMSULA LANDFILL INC.	363 S STATE ROAD 415 NEW SMYRNA BEACH, FL 32168-9029

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P98000096451

Entity Name: SAMSULA LANDFILL, INC.

Current Principal Place of Business:

363 S STATE ROAD 415
NEW SMYRNA BEACH, FL 32168

Current Mailing Address:

363 S STATE ROAD 415
NEW SMYRNA BEACH, FL 32168 US

FEI Number: 59-3546154

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MCDONALD, NATASHA N
363 S STATE ROAD 415
NEW SMYRNA BEACH, FL 32168 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: NATASHA N MCDONALD

03/27/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DP
Name MCDONALD, CHARLES Y
Address 363 S STATE ROAD 415
City-State-Zip: NEW SMYRNA BCH. FL 32168

Title VP, SECRETARY
Name MCDONALD, NATASHA N
Address 363 S STATE ROAD 415
City-State-Zip: NEW SMYRNA BEACH FL 32168

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: NATASHA MCDONALD

VP/ SEC

03/27/2025

Electronic Signature of Signing Officer/Director Detail

Date

TRUCK #	YEAR	MAKE	MODEL	VIN	TYPE
914	2013	CAT	CT660	1HSIGTKT2DJ155729	LOWBOY TRANSPORT
915	2006	INTERNATIONAL	4200	1HTMPAFL8GH254332	SERVICE TRUCK
916	2007	STERLING	LT9500	2FZHAZCV87AY63612	ROLL-OFF
917	2013	RAM	3500HD	3C63RRKLODG563251	TRACTOR
918	2013	FORD	F550	1FD0W5HT2DEA73112	WASTE
919	2007	STERLING	LT9500	2FZHAZDE17AY10412	ROLL-OFF
920	2003	PETERBUILT	357	1NPAL00X73D595024	ROLL-OFF
921	2015	KENWORTH	T880	1NKZX4EX7FM19352	ROLL-OFF
922	2006	FREIGHTLINER	M2-112	1FUJCSCV46HW64594	TRACTOR
923	2012	CAT	CT660	1HTJKT14CJ062882	DUMP TRUCK
924	2008	FREIGHTLINER	M2-112	1FVJCSCVX8HZ99149	TRACTOR
925	2008	FREIGHTLINER	M2-112	1FUJCSCVX8HZ17498	TRUCK TRACTOR
926	2005	MACK	CV713	1M2AG11C25M032331	GRAPPLE TRUCK
927	2019	RAM	4500	3C7WRLEL4KG531787	WASTE
928	2018	KENWORTH	T880	1NKZX4EX3JJ185896	DUMP TRUCK
929	2020	RAM	4500HD	3C7WRLEL8LG215097	WASTE
SMD TRUCK	2019	RAM	1500	1C6RRREGT3KN522919	MARINE DIVISION
SHOWTRUCK	2009	FREIGHTLINER	M2-112	1FVAC4CV79HAF8165	NIKKI SHOWTRUCK
	2005	STERLING	ACTERRA	2FZHCHBS25AU09106	ROLL-OFF

MANITOU EQUIPMENT LIST 2019

EQ #	YEAR	MAKE	MODEL	TYPE	VIN / S / N / I / D / N	SN	ENG. S/N	ATTACHMENT
151	2005	ASV	60	SKID STEER	R5E01500			
152		CAT	T-300	AIR BRUMERS	FDN16615			
TH14	2004	CAT	D6	DOZER	CAT0006NEALY01113		BMA1527	
SMD	2005	CAT	TH5603	FORKLIFT	CATTH560LSG00877		CRX05868	
	2005	CAT	TH5608	FORKLIFT	CATTH560TSLG01016		CRX07494	
	2009	CAT	835G	TRASH MASTER	CAT0836GABRL00170		BRU007270	
	2009	CAT	315D	TRACK HOE	CAT0315DPNCM00212		NCM00212	
SS02	1999	DYNAPAC	CA 151	VIBRATORY ROLLER	598242			
	1996	EAGLE CRUSHER	SLF	CRUSHER	11206			
LT-2	2003	EAGLE CRUSHER	33D5510	PORTABLE CRUSHER	22469		order by switch	
?	2016	EDGE INNOVATE	TS6540	TRACK CONVEYER	16TS6540426			
?	2017	EDGE INNOVATE	TS8040	TRACK CONVEYER	17TS8040568			
	2000	FERMAC TRACTOR	660B	TRACTOR	C44NFHYGEN0491			
cat?		GENIE	S-60	MANLIPT	56004-10282			
cat ?		GROVE CRANE	RT530E-2	30 TON CRANE	228437			
153		HAMMEL		SHREDDER	01-2003 NLR			
CAT		INGERSOLL RAND	VR-6420	FORKLIFT	194094	EN MODEL Q584.5	46726975	
	1999	INGERSOLL	D5100	COMPACTOR	15271			
	2002	JOHN DEERE	717 MINI	ZTRAK LAWN TRACTOR	TC0717K020369			
L007	1998	JOHN DEERE	644H	LOADER	DW644HDX69880			
L006	1995	JOHN DEERE	544G	LOADER	DW544GB54516			
LT-2	?	JOHN DEERE	BATWING	MOWER				
	2003	JOHN DEERE	7220	TRACTOR	RW7220M002933			
L004	2002	KAWASAKI	Z-70	LOADER	70C4 5037	rs		
L005	2003	KAWASAKI	Z-90	LOADER	90C4-5021			
B0X	?	KHD DEUTZ	F1312	WATER PUMP	1FN			
TH-7	2003	KOBELCO	SK330 SR	TRACK HOE	YC07-U0739			
TH-4	2004	KOBELCO	SK235SR-1E	TRACK HOE	YF03-01368			
TH11	2003	KOBELCO	SK235SR	TRACK HOE	YF01-00966			
TH14	2003	KOBELCO	SK235 TERM	TRACK HOE	YF02-01229			
TH6	1999	KOBELCO	SK235SR	TRACK HOE	YF-00197			
TH8	2014	KOBELCO	140	TRACK HOE	YH07-09582			
TH-1	2001	KOBELCO	SK235SR	TRACK HOE	YF01-00804			
TH10	2010	KOMATSU	PC480 LC	TRACK HOE	K59533			
TH-3		KOMATSU	PC400 LC-8L	TRACK HOE	A00034			
35833	2012	KOMATSU	PC 360 LC-1D	TRACK HOE	KMTPC247LS4A32825	A32825		
KUB-6	2017	KUBOTA	ZD111L	LAWN TRACTOR	20765			
	?	KUBOTA	ZD21F	MOWER	17975			
KUB-7	2015	KUBOTA	SVL 75-2	SKID STEER	22070			
KUB-5	2013	KUBOTA	SVL 75	SKID STEER	13456			
KUB-4	2013	KUBOTA	SVL 90-2	SKID STEER	10854			
KUB-3	2013	KUBOTA	U55	SKID STEER	21088			
KUB-2	2015	KUBOTA	U55	SKID STEER	25453			
KUB-1		KUBOTA	K091-355	SKID STEER	30586			
KUB-6	2015	KUBOTA	SVL 75-2	SKID STEER	22494			
YANCEY FARM	2020	KUBOTA	SVL 75-2	SKID STEER	KBC2052CHL1C49381	49381	BLC7783	AP-H074LC
JD-1		LAY-MOR	8HC	STREET SWEEPER	28597-005			
ORT2	1985	LEFGY	685	GRADER	685106			
	2017	LINKBELT	80X3	TRACK HOE	LBX080Q6NHHEX1407			
TH13	2017	LINKBELT	250X3MH	EXCAVATOR	LBX25006NDMHX1295X			
TH12	2016	LINKBELT	250X3MH	TRACK HOE	LBX250Q6NDMHX12179			
	2012	LINKBELT	360X3MHRT	MATERIAL HANDLER	X1BX360Q1NBMH1R1211	HP02-5239		
CCR-1	2016	MC CLOSKEY	621	SCREEN		35601859		
TM-4	2010	REX	TC-400	TRASH COMPACTOR	HFS45			
DZ03	1985	REX	3-70	TRASH COMPACTOR	HFR136			
TM-3	2006	REX	390-E	TRASHMASTER	GJ 447			
TM-4	1985	REX	370	TRASHMASTER	HF296T			
TM-4	2007	REX	TC-400	TRASHMASTER	HF555		PART OUT	
TM-2	1993	REX	3-72	TRASHMASTER	HF421		PART OUT	
TM-1	1986	REX	3-71	TRASHMASTER	HF808T		PART OUT	
ATC-4		RIGHT LITE LIGHT PLANT		LIGHT TOWER	1C3953			
ATC-5		RIGHT LITE LIGHT PLANT		LIGHT TOWER	001388			
CCR-2	2013	RUBBLE MASTER	RM100	CRUSHER	RM100 GO-0025			
	2015	SANY	SY235C LC	TRACK HOE	155Y023898738			
CCR-3	2008	SENNEBOGAN	825	MATERIAL HANDLER	825.0.1187		ENG# 21821652	
PUP-1	2010	SENNEBOGAN	830	MATERIAL HANDLER	830.0.1257		ENG # 10883499	
	2013	TEREX	PT 30	SKID STEER	PT30H3W506209			
L004	2005	VOLVO	L120E	LOADER	L120EV6547794A			
L005	2008	VOLVO	L150F	LOADER	VCC1150FLO0014209	SN 14209		
L001	1998	VOLVO	L120C	LOADER	L120V62202			
L007	2014	VOLVO	L50G	LOADER	VCEDL90GDS617570			
L002	1999	VOLVO	L120C	LOADER	L120V13536		PART OUT	
L003	1996	VOLVO	L120C	LOADER	L120V61546		PART OUT	
TM-4		VOLVO	A20	OFF ROAD TRUCK	1756		older than 1996	
	1998	VOLVO	A25	OFF ROAD TRUCK	5350V70249			
crusher	2016	VOLVO	ECR 235 EL	TRACK HOE	VOECR235V00310399			
TH9	2005	VOLVO	EC 360 BLC	TRACK HOE	EC360VB0003			
L009	2015	VOLVO	L90H	LOADER	VCEDL90HDS623484	11829565		MODEL 06L
	2022	CATERPILLER	29903XE	SKID STEER	CAT0289DKL8301283	L8301283		
		garys golf cart	2010	yamaha	edventurer 2	sn JW7-000271		
		JOHN DEERE	544K	LOADER		642664		



SAMSWAS-02

REYNOLDSMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Mallory Reynolds	
	PHONE (A/C, No, Ext): (407) 998-4134 FAX (A/C, No):	
	E-MAIL ADDRESS: mallory.reynolds@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus Insurance Company	17370
INSURED Samsula Waste, Inc. DBA Samsula Demolition Samsula Landfill, Inc. 363 S. State Road 415 New Smyrna Beach, FL 32168	INSURER B : Great Divide Insurance Company	25224
	INSURER C : American Interstate Insurance Company	31895
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Site Pollution GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X		ECP201996619	11/9/2025	11/9/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PROFESSIONAL LI \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP201996519	11/9/2025	11/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			FFX201996719	11/9/2025	11/9/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCFL3369332025	5/4/2025	5/4/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Site Pollution			SSP201999419	11/9/2025	11/9/2026	Each Condition 1,000,000

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

CITY OF ORMOND BEACH IS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF ORMOND BEACH PO BOX 277 BUILDING DEPT Ormond Beach, FL 32175	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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
MANAGERS OR LESSORS OF PREMISES – COVERAGE A & B

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP201996619	11/9/2025	11/9/2026	11/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Designation Of Premises (Part Leased To You):	Name Of Person(s) Or Organization(s) (Additional Insured):

- I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the **SCHEDULE**. Such contract or agreement must be executed and in effect prior to your ownership, maintenance or use of such leased premises. With respect to the insurance afforded to such additional **insured** the following additional exclusions apply:

This insurance does not apply to:

1. Any **occurrence** which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the **SCHEDULE**.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
3. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.

- II. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- III. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would

be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to your ownership, maintenance or use of such leased premises, which are the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP201996619	11/9/2025	11/9/2026	11/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

- Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- Bodily injury** or **property damage** occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP201996619	11/9/2025	11/9/2026	11/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

- Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

- Required by the contract or agreement described in Paragraph I.1.; or
 - Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT –
COVERAGE A & D – AUTOMATIC STATUS**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP201996619	11/9/2025	11/9/2026	11/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SECTION V – LIMITS OF INSURANCE is amended by the addition of the following terms and conditions when you have agreed in writing in a contract or agreement, in effect during this **policy period**, with any person or organization for whom you are performing operations, that a per-project aggregate will apply:

- I. For all amounts which the **insured** becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** which can be attributed only to **covered operations** at a single project:
 1. A separate Per-Project Aggregate Limit applies to each project, and that limit is equal to the lesser of:
 - a. The applicable General Aggregate Limit; or
 - b. \$2,000,000.
 2. The Per-Project Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of:
 - a. **Insureds**;
 - b. **Claims** made or **suits** brought; or
 - c. Persons or organizations making **claims** or bringing **suits**.
 3. Any payments made under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** for damages shall reduce the Per-Project Aggregate Limit for that particular project. Such payments shall not reduce the applicable General Aggregate Limit nor shall they reduce any other Per-Project Aggregate Limit for any other project.
 4. The applicable limits for Each Occurrence, Damage To Premises Rented To You continue to apply. However, instead of being subject to the applicable General Aggregate Limit, such limits will be subject to the applicable Per-Project Aggregate Limit.
 5. Regardless of the number of projects covered under this policy, the most we will pay under the terms and conditions of this endorsement is \$5,000,000.
- II. For all amounts which the **insured** becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** which cannot be attributed only to **covered operations**:
 1. Any payments made under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Per-Project Aggregate Limit.
- III. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per-Project Aggregate Limit.

- IV. If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the particular project will still be deemed to be the same project.
- V. The provisions of **SECTION V – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.
- VI. This endorsement does not apply to any Designated Construction Project(s) which has been specifically endorsed to this policy on a General Aggregate Limit endorsement showing the Designated Construction Project(s) in a **SCHEDULE**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2019966-19	11/9/2025	11/9/2026	11/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED PERSON OR ORGANIZATION

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2019966-19	11/9/2025	11/9/2026	11/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

The following is added to **SECTION VII – CONDITIONS 2. Cancellation:**

SCHEDULE

Number of Days Advance Notice Of Cancellation:	Thirty (30) Days
Name and Address of Designated Person(s) or Organization(s):	As required by those entities with whom the Named Insured executes a written contract prior to loss and are on file with the underwriter.
Additional Premium:	\$0

In consideration of the payment of an additional premium, and notwithstanding anything contained in the policy to the contrary, it is understood and agreed that if we cancel this policy on or before the expiration date set forth in the Declarations, we will mail or deliver to the first **Named Insured** at the last known address, and the person(s) or organization(s) at the address designated in the **SCHEDULE** above, written notice of cancellation not less than the number of days shown in the **SCHEDULE** before the effective date of cancellation. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

This endorsement shall not apply if:

1. We cancel due to non-payment of premium, or
2. The policy is non-renewed for any reason.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

Business Auto - Additional Insured When Required by Contract or Agreement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - 1. The coverage and/or limits of this policy; or
 - 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contract or agreement with such person(s) or organization(s); and
- B.** Prior to the "accident" or the "loss."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: \$ 0

The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$ 250

Maximum Premium: \$ 0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/04/2025
Insured Samsula Waste, Inc. DBA Samsula Demolition

Policy No. AVWCFL3369332025 Endorsement No.
Premium

Insurance Company
AMERICAN INTERSTATE INSURANCE COMPANY - 24759

Countersigned by _____



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	8.I.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Intent to Bid - 2026 Roadway Resurfacing		
Recommended Action	The City intends to publicly advertise this project for competitive bidding, unless otherwise directed.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Public Works - Engineering Alex Schumann, City Engineer		

Summary

In January 1997, the City Commission approved a dedicated millage and creation of a pavement restoration program which identifies and prioritizes resurfacing of the City's 187 miles of roadway.

Engineering staff manages the resurfacing program and coordinates annual resurfacing of selected roadways. This program has successfully prevented significant roadway deterioration, which results in higher roadway reconstruction costs. The primary focus of the roadway resurfacing program is the prioritization of roadways based upon consideration of a number of factors including vehicular usage and asphalt condition. The City utilizes a pavement management software program to identify and prioritize resurfacing areas, combined with onsite staff inspections to ensure appropriate selection and make adjustments based on physical conditions observed. From this collected data, a selection of the best candidates fitting into the annual budget occurs.

The 2026 Roadway Resurfacing Project is a scheduled Capital Improvement Project, providing approximately 2.3 miles of asphalt road resurfacing. All proposed paving will be typical mill and resurface, which has been successful in recent years.

Streets included in this year's project are:

- Tomoka Oaks Blvd from N Nova to Tomoka Oaks Country Club
- Choctaw Trail from Iroquois (SW) to Iroquois Trail
- Choctaw Trail from Iroquois (NE) to Iroquois Trail
- Iroquois Trail from Main Trail to S St. Andrews Dr

- Fleming Ave from S Center St to Laurel Dr
- Shelly Way from Winding Woods Trail to Marjorie Trail
- Plaza Grande from Cordova Ave to S Ridgewood Ave
- W Ocean Ter from N Halifax Dr to John Anderson Dr
- Sundance Trail from Oak Dr to N Halifax Dr

Financial Impact

The engineering estimate is \$745,489. Funding was included in the Fiscal Year 2025-26 budget, Fund 308-Transportation Fund.

Citizen Impact

The resurfacing of roadways is an annual project that efficiently utilizes funds to extend the length of service on city roadways. The cost of resurfacing a roadway is \$225,000 per mile as opposed to \$1,200,000 per mile to reconstruct a road. The project is instrumental in maintaining the city's roadway infrastructure, and reducing costs and interruptions for residents and visitors.

Attachments

1. 2026 Road Resurfacing Street List
2. 2026 Road Resurfacing Plan Set
3. 2026 Roadway Resurfacing Bid Manual

Name	FrSegment	ToSegment	Length
TOMOKA OAKS BLVD	N. NOVA RD	TOMOKA OAKS COUNTRY CLUB	810
CHOCTAW TRL	IROQUOIS TRL (SW)	IROQUOIS TRL	1177
CHOCTAW TRL	IROQUOIS TRL (NE)	IROQUOIS TRL	1615
IROQUOIS TRL	MAIN TRL	S. ST. ANDREWS DR	2631
FLEMING AVE	S. CENTER ST	LAUREL DR	3600
SHELLY WAY	WINDING WOODS TRL	MARJORIE TRL	486
PLAZA GRANDE	CORDOVA AVE	S. RIDGEWOOD AVE	407
W OCEAN TER	N. HALIFAX DR	JOHN ANDERSON DR	700
SUNDANCE TRL	OAK DR	N. HALIFAX DR	664

2.289773

CITY OF ORMOND BEACH

2026 ROAD RESURFACING BID NO.: 2026-08



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	LOCATION MAP
3	NOTES & QUANTITIES
4	TOMOKA OAKS BLVD
5	IROQUOIS TRL & CHOCTAW TRL (NE)
6	IROQUOIS TRL & CHOCTAW TRL (SW)
7	FLEMING AVE
8	FLEMING AVE
9	FLEMING AVE
10	SHELLY WAY
11	PLAZA GRANDE AVE
12	OCEAN TERRACE WEST
13	SUNDANCE TRL
14	DETAILS

MAYOR

JASON LESLIE

COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2

KRISTIN DEATON, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

ID	STREET NAME	SHEET
1	TOMOKA OAKS BLVD	4
2	CHOCTAW TRL (NE)	5
3	CHOCTAW TRL (SW)	6
4	IROQUOIS TRL	5 & 6
5	FLEMING AVE	7 - 9
6	SHELLY WAY	10
7	PLAZA GRANDE	11
8	OCEAN TERRACE WEST	12
9	SUNDANCE TRL	13



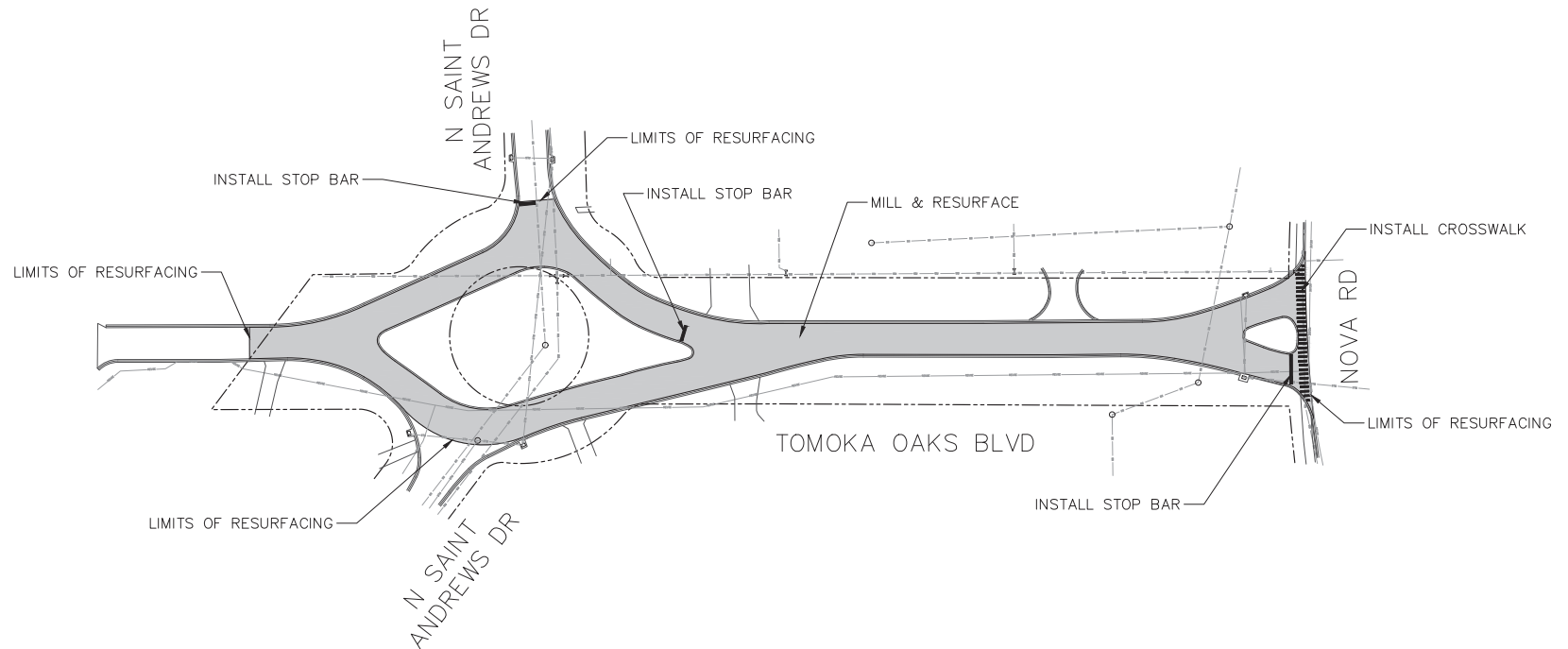
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 50%;">REVISIONS</th> <th style="width: 10%;">BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	REVISIONS	BY									City of Ormond Beach Engineering Division	JASON LESJIE, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN, P.E. CITY ENGINEER	2026 ROAD RESURFACING	LOCATION MAP	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">DRAWING STATUS</th> </tr> <tr><td> </td><td>DRAFT</td></tr> <tr><td> </td><td>PERMIT</td></tr> <tr><td> </td><td>BID</td></tr> <tr><td> </td><td>ADDENDA</td></tr> <tr><td> </td><td>CONSTRUCTION</td></tr> <tr><td> </td><td>RECORD</td></tr> </table>	DRAWING STATUS			DRAFT		PERMIT		BID		ADDENDA		CONSTRUCTION		RECORD	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DATE: 10/1/25</td> <td style="width: 50%;">PROJECT NO.: 2026-08</td> </tr> <tr> <td>SCALE: N.T.S.</td> <td>FILE NAME:</td> </tr> <tr> <td>DRAWN BY: MC</td> <td>SHEET: 2 of 14</td> </tr> </table>	DATE: 10/1/25	PROJECT NO.: 2026-08	SCALE: N.T.S.	FILE NAME:	DRAWN BY: MC	SHEET: 2 of 14
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DRAWN BY: MC	SHEET: 2 of 14																																					

GENERAL NOTES: 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDSS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION. 2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH. 3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION. 4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK. 5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION. 6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS. 7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION. 8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD. 9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY. 10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT. 11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES 12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. 13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.			ROADWAY CONSTRUCTION NOTES 1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SODDED. ALL SLOPES GREATER THAN 6% SHALL BE SODDED. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING IN SPECIAL AREAS WHERE EROSION IS A CONCERN. 2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE: <table><tr><th>SWALE PROFILE GRADES</th><th>PROTECTION REQUIRED</th></tr><tr><td>0.2% - 1.0%</td><td>SEEDING AND MULCHING</td></tr><tr><td>1.0% - 4.0%</td><td>SODDING</td></tr><tr><td>4.0% AND GREATER</td><td>DITCH PAVING</td></tr></table> 3. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO FPL, BELLSOUTH AND CABLE SHALL BE INSTALLED PRIOR TO INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTIONAL BORE. 4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB. 5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER. 6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY-EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED. 7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY. 8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED. 9. MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO (98%) 10. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT. 11. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.			SWALE PROFILE GRADES	PROTECTION REQUIRED	0.2% - 1.0%	SEEDING AND MULCHING	1.0% - 4.0%	SODDING	4.0% AND GREATER	DITCH PAVING	12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION. 13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET. 14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS. 15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE. 16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%. 17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB. 18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2500 PSI CONCRETE AT 28 DAYS. 19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB. 20. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE. 21. AN "A" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES. 22. A "V" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES. 23. A "L" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES. 24. A "P" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES.		
SWALE PROFILE GRADES	PROTECTION REQUIRED															
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	STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M-2 MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1A MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1B MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1C MAY 2020					

QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	2540 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	254 TONS	8.	SIDEWALK	- LF
3.	MILL	25590 SY	9.	2' STOP BARS	142 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	5660 LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS STRIPING	170 LF
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

DRAWING STATUS
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ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	JASON LESLIE, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2026 ROAD RESURFACING	NOTES & QUANTITIES	DATE:	10/1/25	PROJECT NO.:	2026-08
								SCALE:	1"=40'	FILE NAME:	
								DRAWN BY:	MC	SHEET:	3 of 14

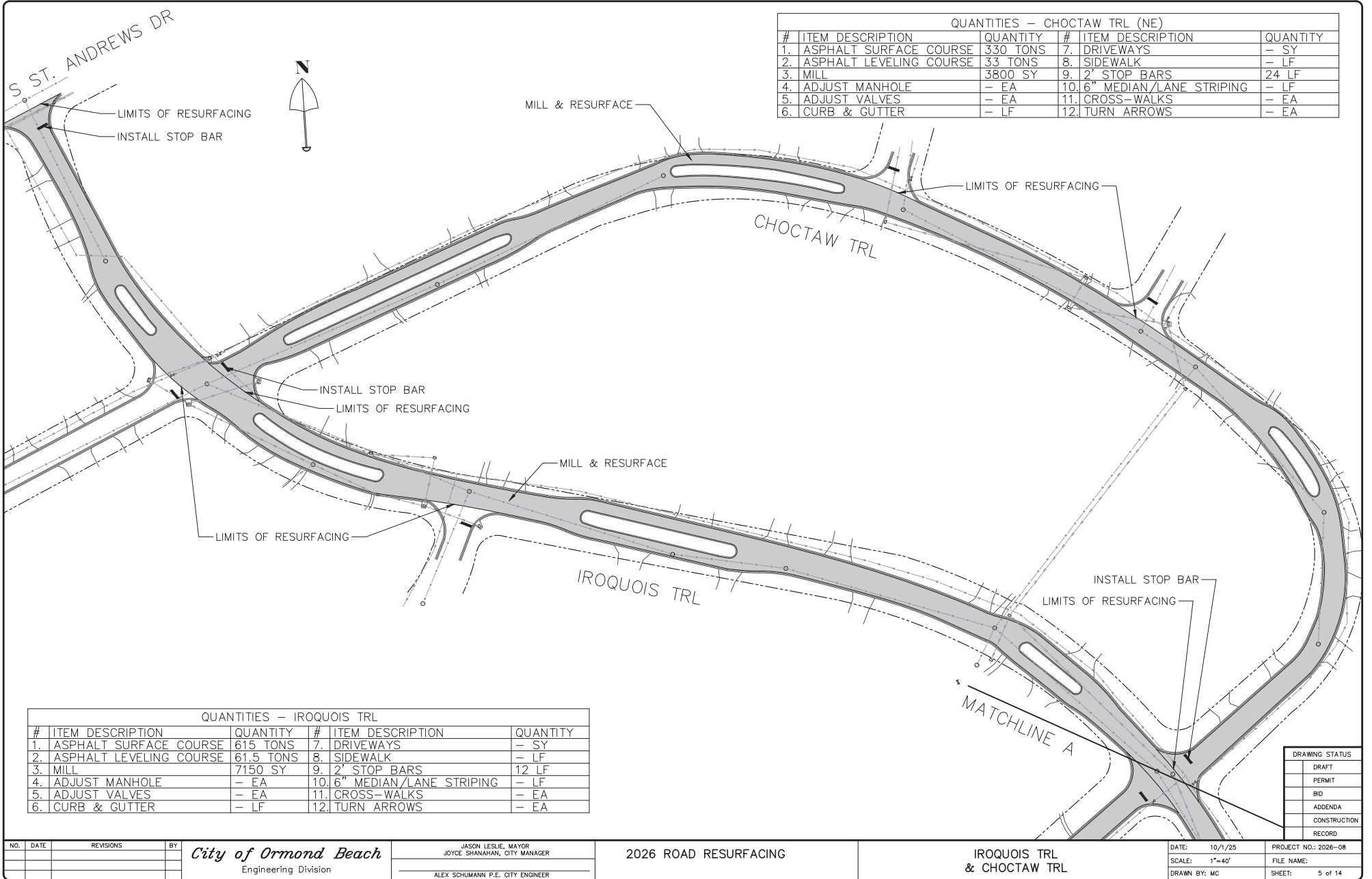


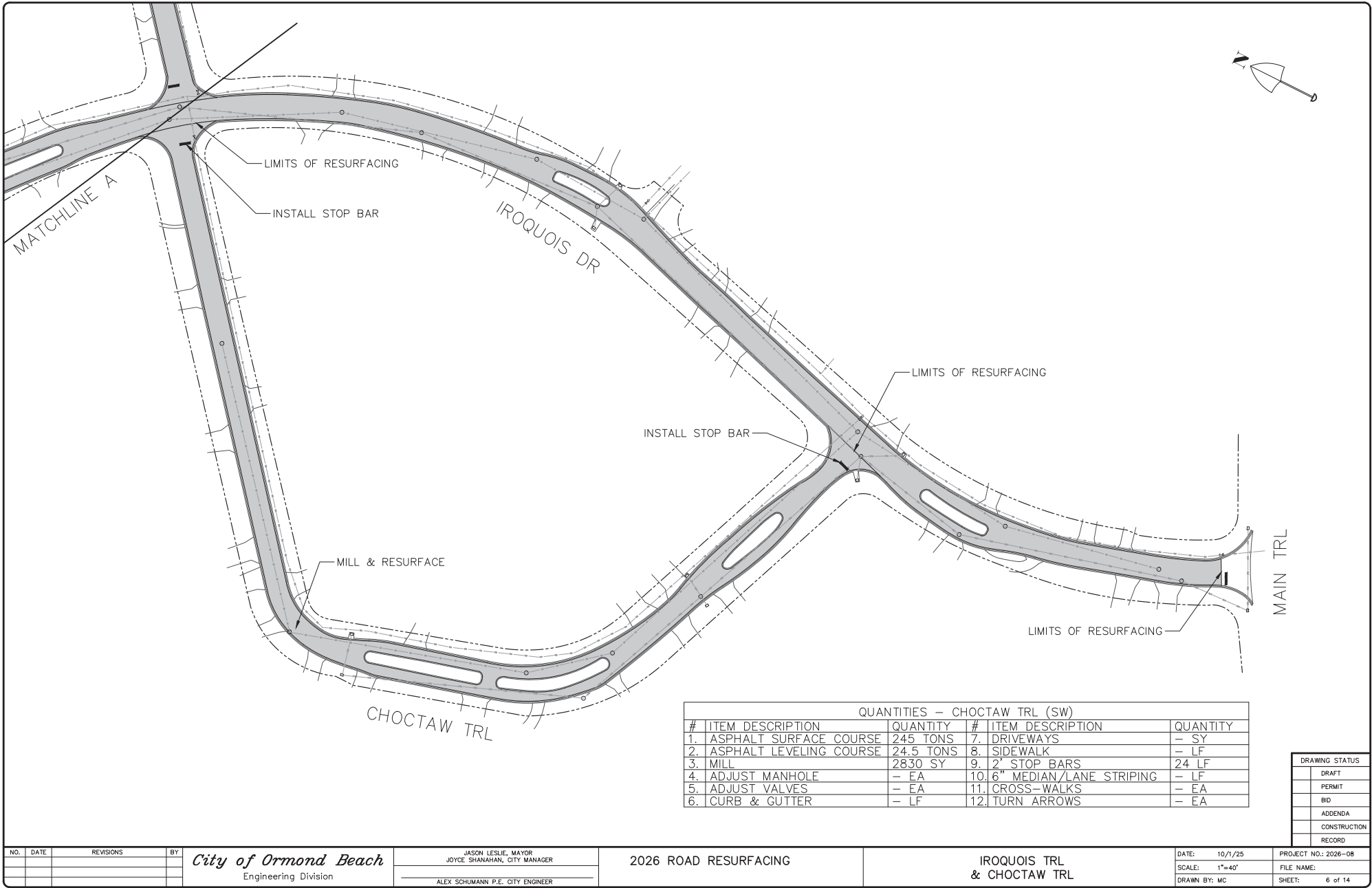
QUANTITIES - TOMOKA OAKS BLVD

#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	285 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	28.5 TONS	8.	SIDEWALK	- LF
3.	MILL	3270 SY	9.	2" STOP BARS	44 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALK STRIPING	170 LF
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	JASON LESJIE, MAYOR	2026 ROAD RESURFACING	TOMOKA OAKS BLVD	DATE:	10/1/25	PROJECT NO.:	2026-08
					JOYCE SHANAHAN, CITY MANAGER			SCALE:	1"=40'	FILE NAME:	
					ALEX SCHUMANN P.E. CITY ENGINEER			DRAWN BY: MC			





QUANTITIES - CHOCTAW TRL (SW)					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	245 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	24.5 TONS	8.	SIDEWALK	- LF
3.	MILL	2830 SY	9.	2" STOP BARS	24 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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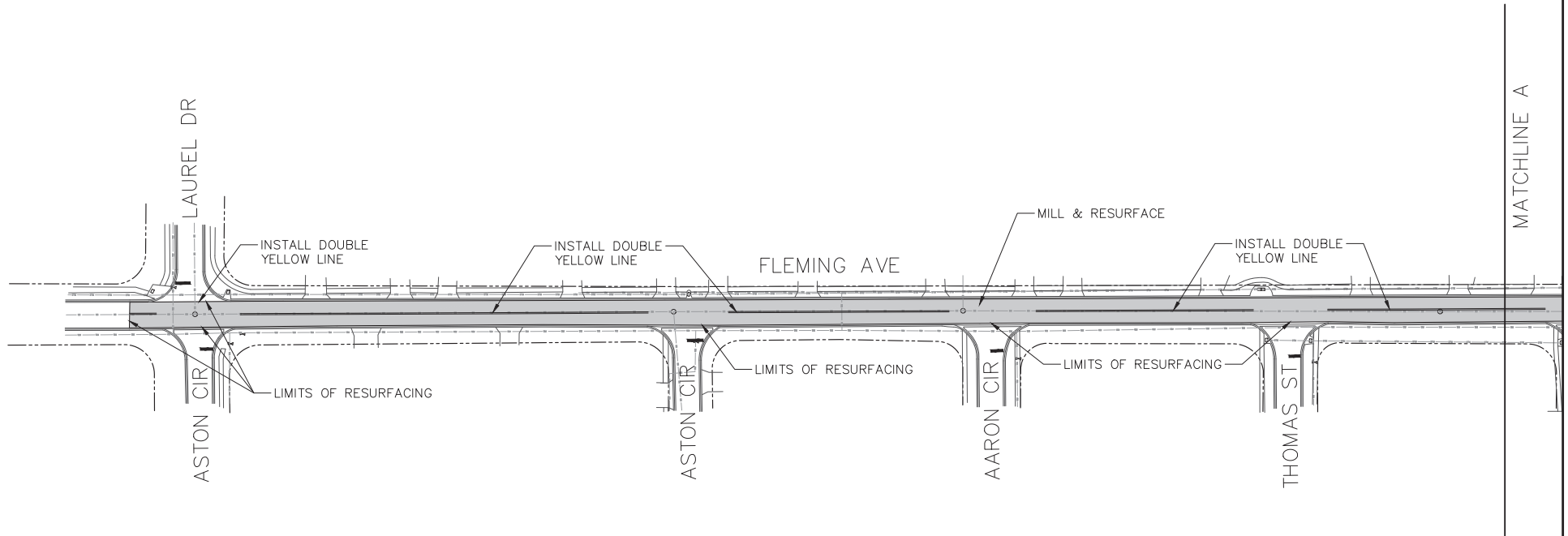
JASON LESJUE, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN P.E. CITY ENGINEER

2026 ROAD RESURFACING

IROQUOIS TRL
& CHOCTAW TRL

DATE: 10/1/25
SCALE: 1"=40'
DRAWN BY: MC

PROJECT NO.: 2026-08
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QUANTITIES – FLEMING AVE					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	645 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	64.5 TONS	8.	SIDEWALK	– LF
3.	MILL	7490 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	5660 LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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☐	RECORD

NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	JASON LESJIE, MAYOR	2026 ROAD RESURFACING	FLEMING AVE	DATE:	10/1/25	PROJECT NO.:	2026-08
					JOYCE SHANAHAN, CITY MANAGER			SCALE:	1"=40'	FILE NAME:	
					ALEX SCHUMANN P.E. CITY ENGINEER			DRAWN BY: MC			



MATCHLINE A

MATCHLINE B

TRINA ST

AARON CIR

LAUREL OAKS CIR

FLEMING AVE

INSTALL DOUBLE
YELLOW LINE

LIMITS OF RESURFACING

MILL & RESURFACE

LIMITS OF RESURFACING

INSTALL DOUBLE
YELLOW LINE

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City of Ormond Beach
Engineering Division

JASON LESJIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN P.E. CITY ENGINEER

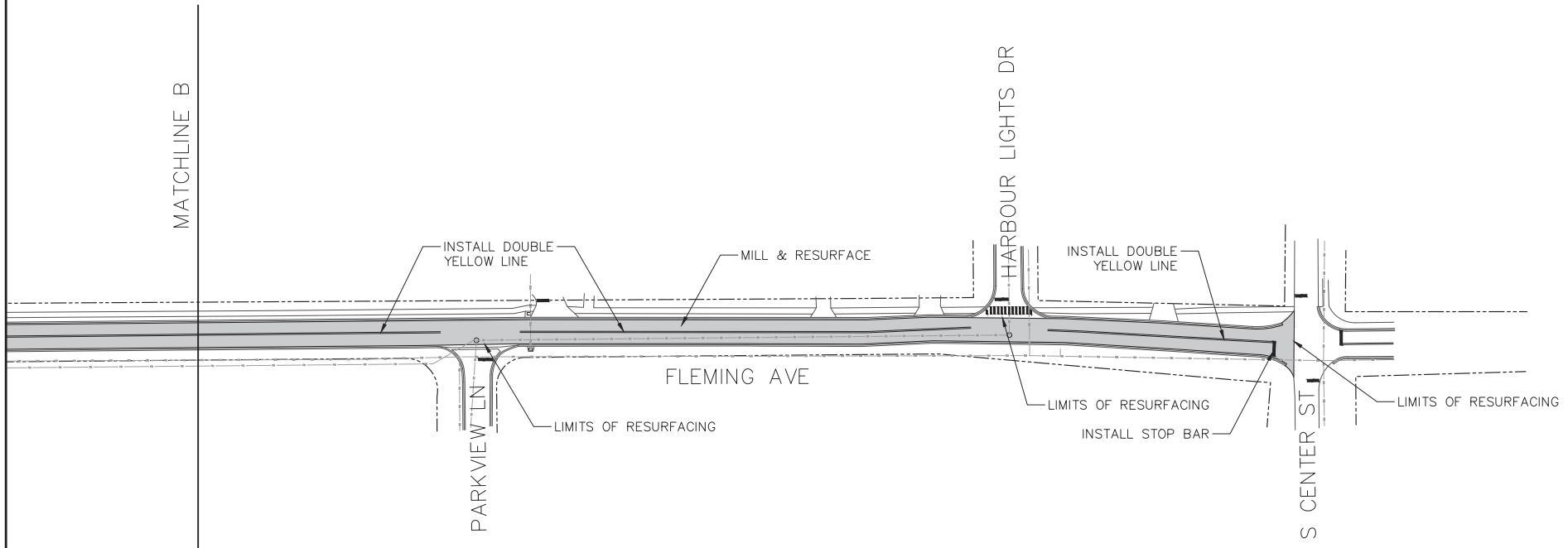
2026 ROAD RESURFACING

FLEMING AVE

DATE: 10/1/25	PROJECT NO.: 2026-08
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MATCHLINE B



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ALEX SCHUMANN P.E. CITY ENGINEER

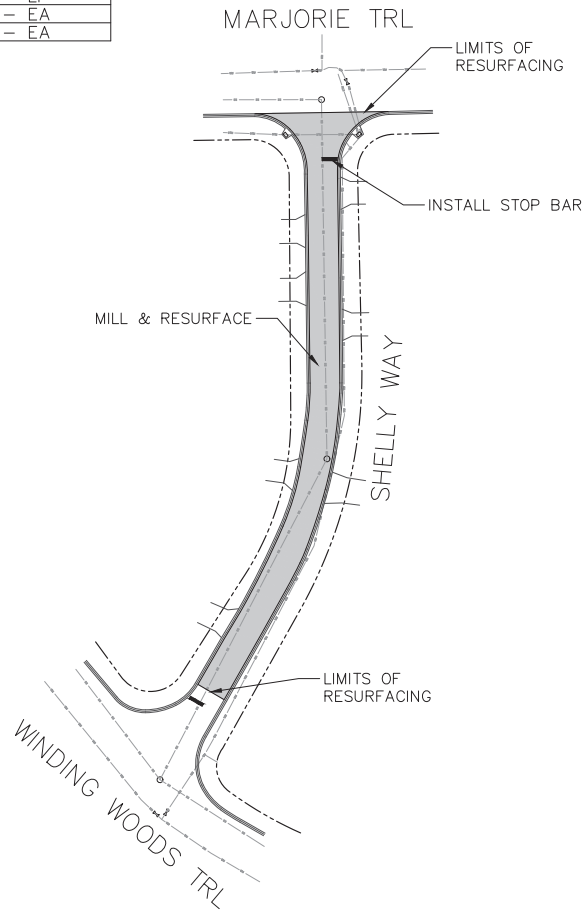
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FLEMING AVE

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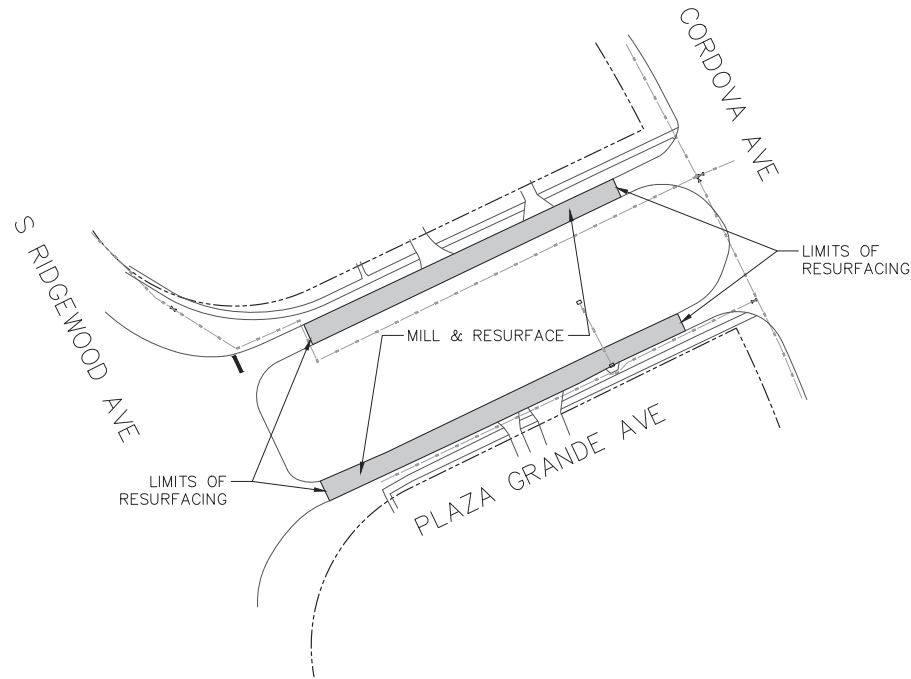
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QUANTITIES - SHELLY WAY					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	85 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	8.5 TONS	8.	SIDEWALK	- LF
3.	MILL	1000 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA



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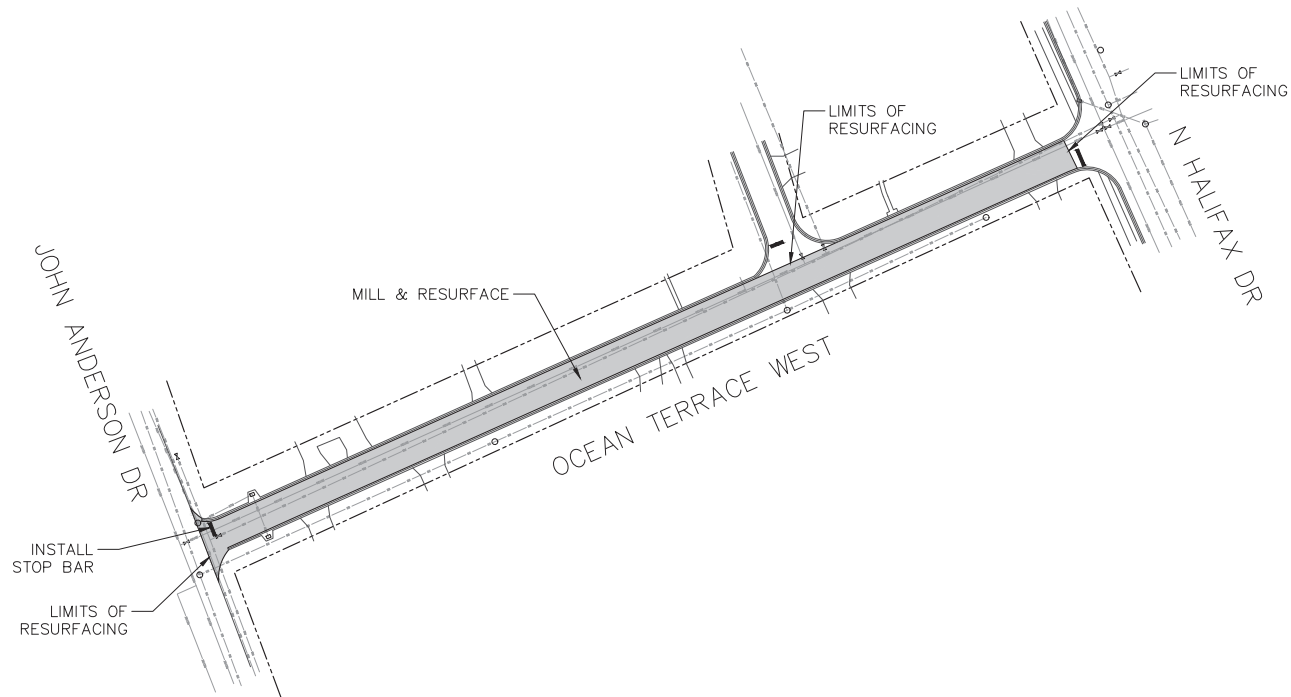
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					ALEX SCHUMANN P.E. CITY ENGINEER			SCALE: 1"=40'	FILE NAME:
								DRAWN BY: MC	SHEET: 10 of 14



QUANTITIES - PLAZA GRANDE					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	70 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	0.7 TONS	8.	SIDEWALK	- LF
3.	MILL	790 SY	9.	2' STOP BARS	- LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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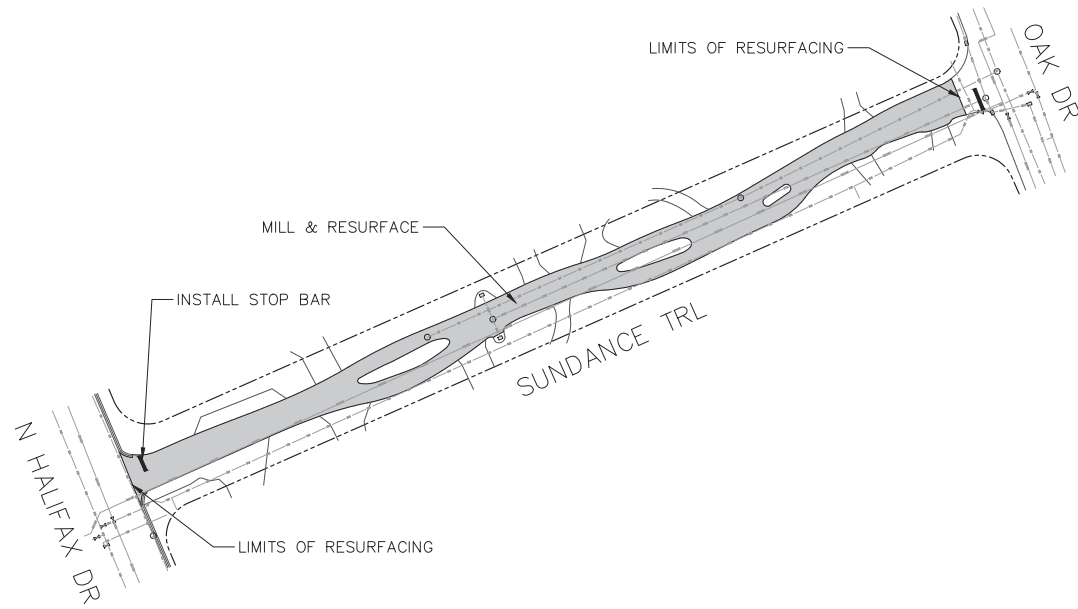
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								SCALE: 1"=40'	FILE NAME:
					ALEX SCHUMANN P.E. CITY ENGINEER			DRAWN BY: MC	SHEET: 11 of 14



QUANTITIES — OCEAN TERRACE WEST					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	130 TONS	7.	DRIVEWAYS	— SY
2.	ASPHALT LEVELING COURSE	13 TONS	8.	SIDEWALK	— LF
3.	MILL	1500 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	— EA	10.	6" MEDIAN/LANE STRIPING	— LF
5.	ADJUST VALVES	— EA	11.	CROSS-WALKS	— EA
6.	CURB & GUTTER	— LF	12.	TURN ARROWS	— EA

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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	JASON LESJUE, MAYOR JOYCE SHANAHAN, CITY MANAGER	2026 ROAD RESURFACING	OCEAN TERRACE WEST	DATE: 10/1/26	PROJECT NO.: 2026-08
					ALEX SCHUMANN P.E. CITY ENGINEER			SCALE: 1"=40'	FILE NAME:
								DRAWN BY: MC	SHEET: 12 of 14



QUANTITIES - SUNDANCE TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	135 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	13.5 TONS	8.	SIDEWALK	- LF
3.	MILL	1560 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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Engineering Division

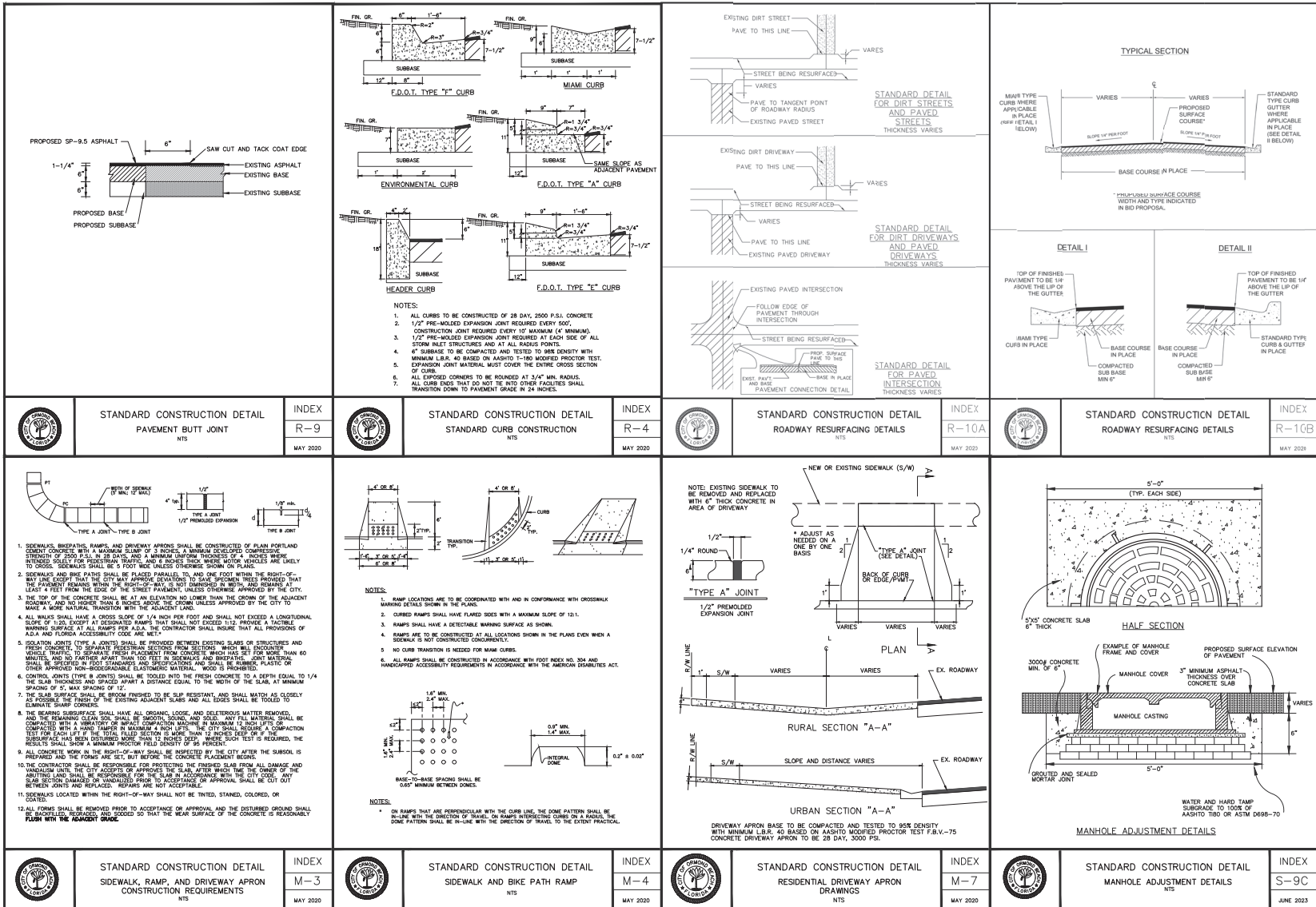
JASON LESJUE, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN P.E. CITY ENGINEER

2026 ROAD RESURFACING

SUNDANCE TRL

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SHEET:	13 of 14



2026 Roadway Resurfacing

Bid No. 2026-08



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

2026 Roadway Resurfacing
Ormond Beach, Florida

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2026 Roadway Resurfacing
Ormond Beach, Florida

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **2026 Roadway Resurfacing, Bid No. 2026-08** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **January 5th, 2026 at 2:00 PM**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Resurfacing approximately 2.3 miles of streets in various locations of the City, including: milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement. The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 610-0470.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **December 18th, 2025 at 2:00 PM**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **December 23rd, 2025** at 4:00pm.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

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

The ENGINEER for this project is:

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

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 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) 610-0400
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

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

4.1 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

7.1 All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to procurement@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or persons acting on behalf of any of the above, are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials, unless such communication is specifically authorized in the City's solicitation or addenda. Violation of this provision may be grounds for rejecting a response.

00108. 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.

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General

Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list

in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate

seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street, Room 102
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. 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. The low

bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen (15) days thereafter CONTRACTOR shall sign all and deliver at least two (2) counterparts of the Agreement to OWNER with other Contract Documents attached. Within fifteen (15) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

**SECTION 00300
BID**

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION:

2026 Roadway Resurfacing

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2026-08

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

Item No.	Item Description	Item Quantity	Unit	Unit Price	Total Price
1	Asphalt Concrete Surface Course S.P. 9.5	3,283	Tons		
2	Asphalt Concrete Leveling Course S.P. 9.5	328.3	Tons		
3	Mill Existing Surface	30,192	SY		
4	Adjust Manhole to Grade	10	EA		
5	Adjust Valves to Grade	8	EA		
6	Thermoplastic Striping	1	LS		
7	Curb & Gutter	250	LF		
8	Miscellaneous Driveway	250	SY		
9	Sidewalk	250	SY		
10	Asphalt Millings	500	CY		

TOTAL BID \$ _____
(Figures)

(Words)

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within 120 calendar days after the date when the Contract Time commences to run, and completed within 150 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER FOUR HUNDRED Dollars (\$400) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System
- (h) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

(i) Human Trafficking Affidavit, Section 787.06, Florida Statutes

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

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

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

SUBMITTED on _____, 20__.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

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

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>

Subcontractors:

Work Classification:

Name:

Address:

Phone Number:

Fax Number:

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

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

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

2.

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
2026 Roadway Resurfacing
ORMOND BEACH, FLORIDA

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

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

1. Affiant is the _____ 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.

HUMAN TRAFFICKING AFFIDAVIT **(SECTION 787.06, FLORIDA STATUTES)**

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

(hereinafter called *Principal*) and

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **2026 Roadway Resurfacing (Bid No. 2026-08)** in, and for the City and,

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

**END OF SECTION
00410 - 1**

**SECTION 00500
FORM OF AGREEMENT**

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2025.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Resurfacing approximately 2.3 miles of streets in various locations of the City, including: milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**2026 Roadway Resurfacing
Bid No. 2026-08**

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **120** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **150** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Four Hundred Dollars (\$400) for each calendar day that expires after the time specified in paragraph 3.1 for

Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the unit price TOTAL BID of \$_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ____ to ____ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

2026 Roadway Resurfacing

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 14 sheets numbered 1 through 14 inclusive and bearing the following general title:

2026 Roadway Resurfacing

7.9 Addenda numbers ___ to ___, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to ___, inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2026.

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Jason Leslie
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

2026 Roadway Resurfacing
Bid No. 2026-08

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

2026 Roadway Resurfacing
Bid No. 2026-08

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2026.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. 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 laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. 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 utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as 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.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER 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, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. 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 hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first 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 law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

16.8 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.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

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
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(d) Excess Liability

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

(e) Builder's Risk

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

**(f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)**

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 SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 20____, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of \$_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 20_____.

CONTRACTOR

By _____ DATE: _____

TITLE: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20_____.

Notary Public in and for
said County and State

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **2026 Roadway Resurfacing**
2026-08

Resurfacing approximately 2.3 miles of streets in various locations of the City, including: milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
Copy of local business tax receipt (where your business is located)
Copy of State License (if applicable)
Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 610-0540

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work

on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

[None]

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 610-0400
Ormond Beach Fire Dept. Administration	(386) 229-7090
Ormond Beach Police Dept.	(386) 229-7120
Ormond Beach Public Works Department	(386) 610-0700
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin,

and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots.
- Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1

Asphaltic Concrete Surface Course – Type SP – 9.5

Measurement: Asphalt will be measured in tons of asphalt placed at a nominal thickness of one and one half (1.5) inches after proper compaction as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In

determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (.1) of a ton.

Payment: Payment for constructing Superpave asphaltic concrete surface course shall be made at the Contract unit price per ton placed and accepted, based on a nominal thickness of one & one half (1.5) inches, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, tack coat, prime coat and clean up where required. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the OWNER or OWNER's representative. No extra payment will be made for temporary traffic striping.

Bid Item No. 2 **Asphaltic Concrete Leveling Course – Type SP – 9.5**

Measurement: Asphalt will be measured in tons of asphalt properly placed and compacted as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (0.1) of a ton.

Payment: Payment for constructing the Superpave asphaltic concrete leveling course shall be made at the contract unit price per ton placed and accepted, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, prime coat, placement and compaction.

Bid Item No. 3 **Milling Existing Surface**

Measurement: Milling shall be measured in square yards (SY) of actual surface area milled by the Contractor at a minimal depth of one (1) inch and which area is determinable by measuring wheel and/or measuring tape.

Payment: Payment for milling of existing surface asphalt generally from edge of roadway to edge of roadway, shall be made at the Contract unit price per square yard and shall be full compensation for all labor, material and equipment required to do the work including milling, loading, hauling off the site for disposal of the milled asphalt, and cleaning any loose mill tailings from the roadway and surrounding properties. Areas requiring additional milling are shown in Appendix C. The quantity shall be determined in the field based on actual measurement of asphalt surface milled.

Bid Item No. 4 **Adjust Manholes to Final Grade**

Measurement: Measurement for adjusted manholes shall be per each which the Contractor completes as satisfactorily acceptable by the Owner.

Payment: Payment for adjusting manhole covers shall be made at the Contract unit price per each and shall be full compensation for all labor, material and

equipment required to set the manhole ring and cover flush with the final pavement. The CONTRACTOR will be responsible for determining the necessary manhole adjustment and for providing the correct size and height of the adjustment ring. Adjustment rings shall be of type and brand as specified by OWNER.

Bid Item No. 5 **Adjust Valve Box & Cover to Final Grade**

Measurement: Measurement for adjusted valve box and cover shall be per each which the Contractor completes as satisfactorily acceptable by the Owner.

Payment: Payment for adjusting valve covers shall be made at the Contract unit price per each and shall be full compensation for all labor, material and equipment required to set the valve box and cover flush with the final pavement. The CONTRACTOR will be responsible for determining the necessary valve adjustment and for providing the correct size and height of the adjustment ring. Adjustment rings shall be of type and brand specified by OWNER.

Bid Item No. 6 **Thermoplastic Striping & Reflective Markers**

Measurement: Measurement for furnishing and installing all thermoplastic striping and reflective marker shall be measured as Lump Sum for all locations requiring installation of items.

Payment: Payment for final roadway striping and reflective markers shall be made at the Contract lump sum (LS) price per Bid Item, and shall be full compensation for all labor, material and equipment required to restripe and remark the roadway to match the existing striping and reflective markers, as existed prior to paving, and additionally to provide twenty-four (24) inch stop bars at all existing stop signs, including stop signs on crossing streets that do not already have stop bars. Crosswalks shall be provided at all intersections where sidewalks exist including those streets that don't already have cross walks. Special emphasis crosswalks shall be replaced with the same. Special emphasis crosswalks shall also be provided on roads intersecting N. Beach Street.. The CONTRACTOR shall be responsible for recording the existing striping before paving.

Bid Item No. 7 **Concrete Curb & Gutter**

Measurement: Measurement of curb & gutter shall be in linear feet (LF) along gutter flowline for properly formed and consolidated concrete, the length of which is determinable by measuring wheel and/or measuring tape.

Payment: Payment for Miscellaneous curb & gutter shall be base upon linear feet (LF) of installed item and shall include: removal of existing curb, subgrade preparation, base course preparation and site restoration. Unit price for this item shall be independent of curb type, which shall be determined by the Owner's representative for each location curb & gutter is placed or otherwise replaced in kind. Curb & gutter shall be constructed in accordance with City standards.

Bid Item No. 8**Miscellaneous Concrete Driveway**

Measurement: Constructed Driveway shall be measured in square yards (SY) of actual surface area of properly formed and consolidated concrete at a minimum thickness of six (6) inches, including construction and expansion joints and which area is determinable by measuring wheel and/or measuring tape. Driveway shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Miscellaneous Driveway shall be based upon the contract unit price of square yards (SY) measured of driveway surface placed and shall include: removal of existing driveway, subgrade preparation and site restoration. Sidewalk removal and placement shall be approved by the Owner's.

Bid Item No. 9**Sidewalk**

Measurement: Constructed sidewalk shall be measured in square yards (SY) of actual surface area of properly formed and consolidated concrete at a minimum thickness of four (4) inches, Sidewalk shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Sidewalks shall be based upon the contract unit price of square yards (SY) measured of sidewalk placed and shall include: removal of existing sidewalk, subgrade preparation and site restoration.

Bid Item No. 10**Asphalt Millings**

Measurement: Milling shall be measured in Cubic Yards (CY) of actual surface area milled by the Contractor at a minimal depth of one and one half (1.5) inch and which area is determinable by measuring wheel and/or measuring tape. Asphalt millings shall be delivered to the Nova Community Center located at 440 N Nova Road, Ormond Beach, 32174.

Payment: Payment for Asphalt Millings shall be based upon the contract unit price of Cubic Yards (CY) measured of Asphalt Millings delivered to the City.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

- A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. CONTRACTOR'S Construction Schedule.
 - 2. Application for Payment forms, including Continuation Sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
- F. Include the following Project identification:
 - 1. Project name and location.
 - 2. Name of ENGINEER.
 - 3. Project number.
 - 4. CONTRACTOR'S name and address.
 - 5. Date of submittal.
- G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of Work.
 - 3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
 5. Dollar value.
 6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
- K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. CONTRACTOR'S Construction Schedule (preliminary if not final).
 5. Submittal Schedule (preliminary if not final).
 6. List of CONTRACTOR'S staff assignments.
 7. Copies of building permits.
 8. Copies of licenses from governing authorities.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. Submit requisite number of photographs with each application.
- D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.
- E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.
- F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.
- G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - 1. Occupancy permits.
 - 2. Warranties and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Maintenance instructions.
 - 5. Meter readings.
 - 6. Changeover information related to OWNER'S occupancy.
 - 7. Final cleaning.
 - 8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements and submittals including As-Built Survey.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the OWNER.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish 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.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01200-1

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01400-1

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City’s franchised construction and demolition debris providers. For a list of the City’s current Franchised Providers, please call Public Works at 386-676-3220.

It will be the Contractor’s responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

As directed by the ENGINEER:

The CONTRACTOR shall provide the ENGINEER with an as-built survey as follows:

1. After completion of the construction, the as-built configuration (both horizontally and vertically) of all the facilities shall be determined and a complete set of as-built drawings prepared.
2. The survey drawing shall be prepared in AutoCAD (R12 or later version) format showing all the as-built improvements and elevations where proposed work is shown on the construction drawings. The CONTRACTOR shall submit three (3) sets of check prints to the ENGINEER for approval prior to the request for final inspection. After the check prints are approved, the CONTRACTOR shall submit one final set of reproducible mylars, four sets of certified prints and a copy of the AutoCAD drawings on diskette.

The as-built survey shall be performed and certified by a registered Florida Land Surveyor meeting the Florida minimum technical standards for surveys and the Surveyor shall provide to the ENGINEER a copy of the Surveyor's professional liability insurance coverage in the amount of one million dollars (\$1,000,000.00). The survey shall be certified to the OWNER.

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740 WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

SECTION 02200 EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of earthwork is shown on the drawings.
- B. Related Work Specified Elsewhere:

Section 02222 - Trenching, Backfilling and Compacting.

1.02 QUALITY ASSURANCE

- A. Codes and Standards:

1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

- B. Testing and Inspection Service:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.

2. Soil survey for satisfactory soil materials and samples of soil materials shall be furnished to the testing service by the Contractor.

3. All test reports must be signed by a licensed engineer.

1.03 JOB CONDITIONS

- A. Existing Utilities:

1. Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable temporary utility services have been provided.

4. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.

B. Use of Explosives:

1. The use of explosives is not permitted.

C. Temporary Protection:

1. Barricade open excavations made as a part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

A. Backfill and Fill Materials:

1. Soil materials for use as backfill and fill shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, vegetable, and other deleterious matter.

2. Use excavated or borrows material that has been sampled, tested and certified as satisfactory soil material.

B. Subbase Material:

1. Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.

2. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine the areas and conditions under which earthwork is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

1. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Excavation Classifications:

1. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Engineer. Such excavation will be paid for under the appropriate bid item in the Bid Proposal.

a. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

b. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

c. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

C. Rock shall be removed to the following limits:

1. Two feet outside of concrete work for which forms are required, except footings. One foot outside the perimeters of footings.

2. In pipe trenches, a minimum of 4-inches below invert elevation of pipe and 2-feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.

3. Neat outside dimensions of concrete work where no forms are required.

4. Under slabs on grade, 6-inches below bottoms of concrete slab.

D. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

E. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

2. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Removal of unsuitable material and its replacement as directed will be paid for under the appropriate bid item in the Bid Proposal.

F. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area.

2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

3. Convey water removed from excavations and rainwater to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

4. Contractor shall be required to obtain any demolition permits as may be required due to dewatering volume requirements set by local and state agencies.

G. Material Storage:

1. Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

3.03 BACKFILL AND FILL

A. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

2. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated equipment.

2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

a. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3.04 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

2. Percentage of Maximum Density Requirement:

a. Lawn Areas: Compact each layer of backfill or fill material at 85% maximum density (optimum moisture).

b. Walkways: Compact top 6-inches of subgrade and each layer of backfill or fill material at 95% maximum density (optimum moisture).

B. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3.05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.

2. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.

3. Make in-place soil density tests during compaction operations in accordance with ASTM D-1556.

4. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

a. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than 2% below the required density.

3.06 MAINTENANCE

A. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property:

1. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a lawful manner.

END OF SECTION

SECTION 02500 PAVING

PART 1 - GENERAL

1.01 DESCRIPTION

This Section provides paving requirements (by reference) and base and curbing requirements for the roadway resurfacing project.

1.02 QUALITY ASSURANCE

CONTRACTOR shall be responsible for employing an independent testing laboratory to prepare required design mixes and to monitor his quality control procedures. CONTRACTOR shall be responsible for all asphalt plant testing.

CONTRACTOR shall provide a certificate that all materials and workmanship provided by him conform to Contract Requirements.

OWNER will retain an independent testing laboratory to field verify quality of materials used in paving work.

Where the "Standard Specifications" require that materials be from a source approved by the Department of Transportation, CONTRACTOR may provide proof of such source approval or he may employ an independent testing laboratory to perform necessary sampling and testing and to certify that all source meets requirements for Department approval.

1.03 REFERENCE STANDARDS

The "Standard Specifications" referred to in this Section are the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. The most current edition shall be used unless a specific edition is referred to. Those paragraphs in the "Standard Specifications" referring to Measurement and Payment are not applicable to work under this contract.

References to AASHTO shall mean the American Association of State Highway and Transportation Officials.

1.04 SUBMITTALS

Submit Certificate of Compliance with specified requirements in duplicate for OWNER's and ENGINEER's file.

Design mixes, complete with back-up data, shall be submitted before paving begins in quadruplicate for use by OWNER, ENGINEER, Quality Control Laboratory and field inspector.

1.05 JOB CONDITIONS

Alignment and Elevations. Establish and maintain alignment and elevations as shown or specified.

Weather Limitations. Conform to weather limitations specified for each component of the paving system.

PART 2 - MATERIALS AND EQUIPMENT

2.01 STABILIZED SUBGRADE

Materials for use in constructing the stabilized subgrade shall conform to the requirements of Section 160 of the “Standard Specifications”.

2.02 MATERIALS FOR CRUSHED CONCRETE BASE COURSE

The minimum percentage of carbonate of calcium and magnesium in the crushed concrete material shall be 60. The maximum percentage of water-sensitive clay mineral shall be 3. Determination shall be at the option of the ENGINEER.

Crushed concrete material shall not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantity as to be deleterious to the proper bonding, finishing, or strength of the crushed concrete base.

2.03 MATERIALS FOR ASPHALTIC CONCRETE MIXTURES

Materials for use in asphaltic concrete mixtures shall conform to the requirements listed in “Standard Specifications”, of Florida Department of Transportation.

The use of recycled asphaltic concrete may be allowed, given that the mix design submitted by the Contractor which is intended to be used on this project, conform to the technical provisions (based on Florida Department of Transportation, unless stated otherwise) for the type of mix specified in the drawings, bid or other sections of the specifications.

CONTRACTOR shall employ an independent testing laboratory to test materials and prepare a design mix for the type of mix to be used on the project and to monitor plant asphalt production for quality control, as specified by OWNER.

The asphaltic concrete manufacturing plant, used for the asphaltic concrete mixture, shall be a maximum of fifty (50) miles from the project site.

2.04 MATERIALS FOR PRIME AND TACK COATS FOR BASE COURSES

Materials used for prime and tack coats shall conform to the requirements of Section 300 of the “Standard Specifications”, Latest Edition.

2.05 CONCRETE CURB AND CURB AND GUTTER

Concrete for use in concrete curb and gutter shall be non structural concrete conforming to the requirements of Section 520 of the “Standard Specifications”.

PART 3 - EXECUTION

3.01 INSPECTION

Examine areas where pavements are to be constructed. Ensure that clearing and grubbing has been satisfactorily completed. Verify that subgrade has been constructed to proper elevations and that fill in embankment has been properly compacted.

3.02 STABILIZED SUBGRADE

The stabilized subgrade shall be constructed in accordance with the requirements of Section 160 of the “Standard Specifications”, Latest Edition, for a Type B Stabilized Subgrade.

At least 3-inches (loose measurement) of a suitable commercial or local stabilizing material, as described in the “Standard Specifications”, Section 914, shall be mixed into the subgrade for stabilization in accordance with the “Standard Specifications”, Sections 160-1, 3 and 8. The Limerock Bearing Ratio (LBR) shall be 40. Density tests will be paid for by the OWNER except that all retests required due to failure to meet specifications shall be paid for by the CONTRACTOR.

After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.03 CRUSHED CONCRETE BASE COURSE

Samples of base course material shall be supplied by the CONTRACTOR at his expense, and all materials shall be approved by the ENGINEER prior to use in the work. Additional samples of base course materials shall be furnished during construction as required by the ENGINEER.

The material shall be transported to the point where it is to be used, over material previously placed, and dumped on the end of the preceding spread. No hauling shall be done over the subgrade.

At least 97% (by weight) of the material shall pass a 3 ½-inch sieve and the material shall be graded uniformly down to dust. The fine materials shall consist entirely of dust or fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road. The base shall be bladed and shaped to conform to the typical sections shown on the Drawings. The base shall then be compacted by rolling with a combination of steel wheel and rubber tired rollers until an average density of 98% of the maximum density obtainable under AASHTO Method T-180 is reached. The base shall have an average LBR of not less than 100. The LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

3.04 ASPHALTIC CONCRETE PAVING

Asphaltic concrete mixtures for use in leveling and surface courses shall be prepared, placed, compacted and finished in compliance with “Standard Specifications”, Latest Edition.

3.05 PRIME AND TACK COATS

Equipment for application, preparation of surfaces, weather limitations, methods and rates of application shall conform to the requirements of section 300-3 through 300-7 of the “Standard Specifications”, Latest Edition.

3.07 CONCRETE CURB AND CURB AND GUTTER

Concrete curb and curb and gutter shall be constructed in compliance with the requirements of Section 520 of the “Standard Specifications”, Latest Edition.

3.08 STREET RECONSTRUCTION

Where street reconstruction is indicated on the Drawings it shall require complete removal of street surface and base and replacement with materials to the limits shown on the Drawings. If existing base and surface contain strips of concrete or asphaltic base used in prior street repairs these materials shall be completely removed and disposed of by the CONTRACTOR. Where curb and gutter removal is called for on the Drawings, complete removal and disposal shall be accomplished by the CONTRACTOR.

After removal of base material the subgrade shall be tested for bearing value as specified. If the subgrade does not have adequate bearing value it shall be stabilized in accordance with Section 160 of the “Standard Specifications” Latest Edition. Materials removed from existing base may be used in stabilizing subgrade with the approval of the ENGINEER. No separate payment will be made for stabilizing the subgrade.

END OF SECTION

SECTION 02511 MILLING OF EXISTING ASPHALT PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work consists of removing existing asphaltic concrete pavement to lower the finished grade prior to resurfacing and includes the removing of the milled asphaltic concrete pavement, transporting it off the site and disposing of it. The extent of milling will be determined in the field by the ENGINEER

1.02 QUALITY ASSURANCE

All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

PART 2 - PRODUCTS

2.01 MILLING MACHINE

The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified. The machine shall be equipped with automatic grade controls which will operate by sensing from one or more skids moving along the pavement surface and where required shall produce a skid resistant surface texture.

The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation.

PART 3 - EXECUTION

3.01 REMOVAL OPERATION

The existing pavement shall be removed to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified. Where indicated on the plans, removal shall be to a specified depth and shall produce a specified cross slope.

The longitudinal profile of the milled surface shall be established by a skid sensor on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second skid sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The plans may waive the requirement for automatic grade or cross controls where the situation warrants such action.

The CONTRACTOR may elect to make multiple cuts to achieve the required pavement configuration of depth of cut.

The milling machine shall be operated to effectively minimize the amount of dust emitted from the machine. Prewetting of the pavement may be required.

Prior to applying the tack coat and placing the asphaltic concrete, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable fine material. The operation shall be conducted in a manner so as to minimize air pollution.

3.02 FINISHED SURFACE

Where pavement is to be constructed over the milled surface, it shall have a texture which will provide good bonding.

The finished surface shall have a reasonably uniform texture and shall be within 1/4-inch of a true profile grade and shall have no deviation in excess of 1/4-inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the ENGINEER determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the ENGINEER, shall be corrected by the CONTRACTOR at no additional compensation.

The ENGINEER may require remilling of any area where a surface lamination causes a non-uniform texture to occur.

3.03 OBSTRUCTIONS

Existing asphalt pavement shall be milled up to and around all immovable obstructions, such as manholes, inlets, valve boxes or concrete paving. Pavement removal around such obstructions shall be equal to the depth of adjacent milled areas. It is the intent that the new asphaltic concrete will be applied uniformly around obstructions to a depth equal to the adjacently overlaid areas.

END OF SECTION

SECTION 02580 ROADWAY STRIPING AND MARKING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes roadway striping and reflective marking as specified for this project.

1.02 QUALITY ASSURANCE

Standards. Materials and workmanship shall conform to the requirements of the following:

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 1996 edition, hereinafter called the Standard Specifications.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS

Lane Marking Paint. Thermoplastic traffic stripes in accordance with Section 711 of the Standard Specifications.

Color: White or Yellow as required.

Reflective Paving Markers. Reflective pavement markers shall conform with the requirements of Section 706 of the Standard Specifications.

PART 3 - EXECUTION

3.01 MARKING TRAFFIC STRIPES

Cleaning. Sweep and clean the surface to eliminate loose material and dust.

Application. Apply in accordance with the plans and Section 711 of the Standard Specifications. Stop bars shall be provided at all “stop” intersections, as directed in the project manual (Section 01025 - Measurement and Payment). Replace all traffic striping to match existing stripes, including sidewalk crossing striping.

Width of Stripe. Unless otherwise shown or directed by the Engineer: stripes shall be 4-inches wide; stop bars shall be 24-inches wide, and sidewalk striping shall match existing width.

3.02 REFLECTIVE PAVEMENT MARKERS

Reflective pavement markers shall be installed in accordance with the plans and Section 706 of the Standard Specifications. Reflective markers shall be considered an integral part of Roadway Striping and no separate payment will be made therefor.

END OF SECTION

SECTION 02606 GRADE ADJUSTMENT OF EXISTING MANHOLES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

This Section includes raising or lowering the top elevation or grade of the existing manhole in order to accommodate changes in the elevation or grade of areas around the manhole as shown on the Drawings and as specified.

1.2 QUALITY ASSURANCE

All material shall be tested for conformance with the specified standards.

PART 2 - MATERIALS AND EQUIPMENT

2.1 SEGMENTS FOR PRECAST CONCRETE MANHOLES

Precast reinforced concrete segments shall be designed and fabricated in accordance with the requirements of ASTM C478, with the exception that wall thickness shall be as shown on the Drawings. Materials used in fabrication shall conform to the requirements of the Standard. Cement used in construction of precast manhole segments shall be Type II Portland Cement conforming to the requirements of ASTM C150.

Joint Material. Joint material for use between precast manhole sections shall be cold adhesive preformed plastic gaskets conforming to the requirements of Section 942, Pipe Gaskets, of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.2 BRICK MANHOLES

Brick for construction of brick manholes shall conform to the requirements of ASTM C-32, Grade MS.

Concrete for use in construction of brick manholes shall develop a compressive strength of not less than 2500 psi at 28 days. Cement used in concrete for manhole construction shall be Type II Portland Cement conforming to the requirements of ASTM C150.

Mortar for manhole construction shall consist of one part of Portland Cement and two parts of fine sand with water added for proper consistency. Lime shall not be used in mortar for manholes.

Portland Cement for use in mortar and grout shall conform to the requirements of ASTM C150, Type II.

Sand for use in mortar and grout shall conform to the requirements of ASTM C144.

2.3 ADJUSTING RINGS

Adjusting Rings. Manhole extension rings shall be an expandable type to accommodate a ½ inch diameter variance as manufactured by American Highway Products of Bolivar, Ohio, or an equivalent as approved by the ENGINEER. The ring shall be a one piece steel assembly and provide a flat surface for seating manhole covers and designed to withstand heavy wheel loading. Adjusting ring features shall also include a pivoted turnbuckle to expand the riser against the existing cover ring.

The CONTRACTOR shall inspect existing manhole rings and then order the appropriate American Highway Product model to fit the conditions. Shop drawings shall be submitted for approval in all instances.

2.4 PRECAST CONCRETE GRADE RINGS

Manufactured precast concrete grade rings may be used to adjust manholes to finished grade. Shop drawings shall be submitted to ENGINEER for approval in all instances.

2.5 MANHOLE FRAMES AND COVERS

Manhole frames and covers shall be Gray Iron Castings conforming to the dimensions shown or equivalent foundry patterns. All mating surfaces shall be machined to prevent rocking or rattling of frames and covers. Castings shall be free of cracks, blow holes or swells and shall have a smooth and workmanlike finish. Castings shall conform to the requirements of ASTM A48. Manhole covers shall be of the concealed pickhole design and shall have the name of the Owner and use of the line on which it is installed cast in the cover. Existing frames and covers may be reused provided that they are of adequate design for any changed surface loading conditions and are not broken or damaged in any way.

PART 3 - EXECUTION

3.1 INSPECTION

Inspect existing manholes to determine type of construction and suitability of parts for reuse. Measure distances from invert to top of frame, from invert to top and bottom of cone or corbeled section from invert to new grade.

3.2 DETERMINATION OF ADJUSTMENT METHOD

Manholes may be adjusted by the use of adjusting rings; by removal of frame and cover and increasing or decreasing the height of the section above the cone or corbel; or by removing top slab, cones or corbels and building up, adding to or removing a portion of the manhole barrel then resetting the slab, cone or corbel section.

Determination of the method of adjustment shall be made on the following basis:

Use of Adjusting Rings. Adjusting rings may be used when the top grade of elevation is to be raised, the amount of adjustment does not exceed 4-inches and the total height of the reduced diameter section (including frame and cover) above the cone or corbel to the finished grade or elevation will not exceed 24-inches.

Adjusting Height Between Frame and Cover and Top of Cone or Corbel. Grade adjustments may be made by removing the frame and cover and removing from or adding to the height of the reduced diameter section when there is sufficient height to allow the required reduction or when the total height (including frame and cover) from the top of the cone or corbel to finished grade will not exceed 24-inches.

Building Up, Adding to or Removing Portions of Manhole Barrel. Grade adjustments may be made by removing the frame and cover, cone, corbel or top slab; and building up, adding to or removing portions of the manhole barrel under any of the conditions specified above and shall be used when use of either of the above methods will result in a total height from the top of the cone or corbel to the finished grade in excess of 24-inches.

In all instances, the selected method of adjustment shall be approved by the ENGINEER.

3.3 INSTALLATION

Placing Adjusting Rings. Remove existing cover, clean all buildup from surfaces the manhole riser touches, place the ring into the frame and expand the linkage until the manhole riser is tight. Replace cover and check fit.

Placing Barrel Sections. Clean joint portion remaining in place. Prime all joint surfaces in accordance with joint compound manufacturer's instructions. Place joint compound and set new barrel section or grade ring in place. Replace cone section similarly.

Brick Construction. Lay brick as radial header courses with every sixth course a stretcher course. Completely fill joints. Place interior and exterior with one-half inch of mortar and brush smooth. Set frames and covers in full bed of mortar. Top of frame and cover shall be set flush with finished grade.

Placing Precast Concrete Grade Rings. Select appropriate thickness of grade ring. Completely mortar ring to top of corbel. Set frame and cover in full bed of mortar. Top of frame and cover shall be set flush with finished grade.

END OF SECTION

SECTION TP

TECHNICAL PROVISIONS FOR ROADWAY SURFACING AND RESURFACING

TP-01 GENERAL

All work of this contract shall conform to the applicable technical specifications of Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction" 1966 Edition, and "Roadway and Traffic Design Standards" 1966 Edition including any amendments thereto. The CONTRACTOR shall acquire his own copies of the FDOT Standards. In the event of conflict between the Standards and these technical provisions, these technical provisions shall govern. Reference to Article numbers hereinafter apply to the FDOT Standard Specification.

Reference in the FDOT Standards to the Department or its representatives shall be interpreted for this contract to be the OWNER and/or OWNER's Engineer or their authorized representatives.

STANDARD SPECIFICATIONS

Sections of the Standard Specifications shall be supplemented or clarified as follows:

TP-02 GRADING

There may be minor shoulder grading in order to obtain the required width of resurfacing. This may be accomplished by peeling back of overburden grass, etc., by grader or any other acceptable means. Work efforts to accomplish a finished and acceptable project shall include but not be limited to:

1. Picking up of grass or other vegetation and disposing of same in areas provided by the CONTRACTOR and approved by the ENGINEER.
2. Excavation of earth as required to expose and resurface the existing base and removal of this excavated material to a location provided by the CONTRACTOR and approved by the ENGINEER.

Clean up of debris, grass and soils resulting from the above operation will be the responsibility of the CONTRACTOR. Said clean-up, raking etc., shall be completed on each location BEFORE moving to the next location.

Payment for said grading shall be included in the contract price for tonnage asphalt, as there will be no separate payment for same. The CONTRACTOR may use clean dirt to backfill against street edges.

Placing of additional material to build-up shoulders to suit new pavement will be the responsibility of the CONTRACTOR. The CONTRACTOR will be responsible for eliminating any hazard caused by high pavement edges resulting from the new paving operation.

TP-03 TESTING BY CONTRACTOR

For any asphaltic concrete surface course, the mix design (certified by a commercial laboratory) shall be submitted to the ENGINEER for approval at the pre-construction conference. During plant operation, plant control (certified in writing) by a commercial testing laboratory will be required. The Plant Inspector should be trained in proper methods of material sampling and testing and all phases of plant operations. He shall have at least one assistant trained in sampling and testing. A minimum of two extraction and stability tests will be conducted for each day's operation. All testing shall be at the CONTRACTOR's expense and will be included in the Unit Price for Asphaltic Concrete.

It will be required that the testing laboratory performing plant control certify in writing, truck weights of asphaltic concrete material on all contracts let on a tonnage basis.

TP-04 SCHEDULING OF WORK ON NON-WORK DAYS

Work shall be discontinued Saturdays, Sunday, and all legal and/or City designated holidays except for special operations that may be necessary in order to maintain, check and protect work already performed. If it becomes necessary for the CONTRACTOR to perform work on Saturdays, Sundays, or holidays, and such work, in the opinion of the ENGINEER, will require the presence of the Inspector, the CONTRACTOR shall pay the OWNER the amount of Two Hundred dollars (\$200.00) per eight-hour day for each Inspector given such assignment.

TP-05 CHANGES IN WORK

The owner reserves the right to order extra work or make changes by altering, adding to, or deducting from the work twenty five (25%) percent of the total quantities an/or costs. It is anticipated that certain roads may be added/or deleted.

TP-06 PROJECT SIGNS

Project signs will be supplied by the CONTRACTOR and it will be the responsibility of the CONTRACTOR to place these signs at each location prior to beginning work. Placement of signs will be the discretion of the OWNER's Representative.

TP-07 SILO STORAGE

Silo usage will be acceptable for a maximum storage time of 24 hours.

TP-08 LEVELING

Leveling course to be applied by either motor grader or paving machine at the discretion, and satisfaction of the ENGINEER or his authorized representative.

TP-09 TEMPORARY TRAFFIC STRIPING

The Standard Specification for Road and Bridge Construction approved and adopted 1988 and the Manual on Uniform Traffic Control Devices 1986 by the Florida Department of Transportation covering temporary traffic striping shall be used in the control of this item.

1. Painted temporary striping shall be placed on all streets with current striping at the end of each day's work. Finish striping shall be covered under a separate bid item.
2. No separate payment shall be made for temporary traffic striping. All costs for same shall be included in the contract price for asphaltic concrete.

TP-010 USE OF RECYCLED ASPHALT

Use of recycled asphalt pavement in job mix is not permitted.

TP-011 PROGRESS OF WORK

The CONTRACTOR may not pull off the project once paving has commenced until all joints are closed to the satisfaction of the ENGINEER and the roadway has sufficient striping to insure safety to the public.

The use of two paving crews will require a minimum of three working days notice to the ENGINEER prior to start of second crew.

TP-012 ASPHALTIC CONCRETE SURFACE COURSE, TYPE I, WITH OR WITHOUT LEVELING COURSE, STATE ROAD DEPARTMENT OF FLORIDA SPECIFICATIONS, MODIFIED.

The Standard Specifications for Road and Bridge Construction approved and adopted 1966 by the Florida State Road Department, covering Asphaltic Concrete Surface Course, Type I, will be used in the control of this item, with the following exceptions:

1. All testing of materials and the determination of the job-mix formula will be done by a commercial testing laboratory in accord with these specifications. A job-mix formula shall be submitted to the City ENGINEER before any materials are placed on the job site. (See TESTING under Section TP-03).
2. The job-mix formula shall be comprised of materials as specified in Section 331, Standard Specifications for Road and Bridge Construction, approved and adopted 1966, by the Florida State Road Departments.
3. Tack Coat material shall be emulsified asphaltic Grades RS-1 or RS-2 only meeting the requirements of 916-4 of the Florida Department of Transportation Standard Specification for Road and Bridge Construction Edition of 1977.
4. Tack Coat material will not be paid for directly. All cost of Tack Coat material and work in connection with application of same shall be included in the contract unit price for the Asphaltic Concrete Surface Course, Type I, with or without Leveling Course (State Road Department of Florida Specifications, Modified).

5. No separate payment shall be made for Bituminous Materials. All cost for same shall be included in the contract price for Asphaltic Concrete Surface Course, Type I, with or without Leveling.
6. PAYMENT SHALL BE MADE UNDER:

Asphaltic Concrete Surface Course, Type I, with or without Leveling Course (State Road Department of Florida Specifications, Modified), PER TON. Printed scale tickets are to be furnished with each load of asphalt delivered to the job site.
7. All sand or local material must have 100% passing the #16 sieve. All sand or local material stock piles must be approved by the ENGINEER.

TP-013 LOCATION MAP AND ROADWAY RESURFACING DETAILS

(Not Applicable)

TP-014 PERMANENT TRAFFIC STRIPING

Permanent traffic striping shall conform to the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" 1996 Edition, Section 711. All striping shall be thermoplastic traffic striping and markings as per Standards.

Separate payment will be made for permanent traffic striping as designated in the Bid proposal and on the basis as described under Measurement and Payment.

TP-015 ADJUSTMENT OF MANHOLES AND VALVE BOXES

All manholes and valve boxes shall be adjusted to match finished asphaltic surfaces. A separate bid item is provided for the adjustment of manholes. No separate payment will be made for the adjustment of valve boxes.

END OF SECTION



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	8.J.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	City Manager's Monthly Report, November 2025		
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 - September 2025
2. Capital Improvements Projects, Status Report - October 2025
3. Economic Development Report - October 2025
4. Development Activity Report - October 2025
5. Building Permit Activity - October 2025
6. Residential Development Report - October 2025



Preliminary Monthly Financial Status Report September 2025

(This is a preliminary report for September 2025. The final period of fiscal year 2025 is September and closing entries will be made to this period until the financial records are closed. Prior year financial records are closed February each year when the auditing firm present their findings to the City Commission)

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 100% benchmark is favorable, while expenses at or below the 100% 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:
September 2025

Budget Summary

Fund	Final Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	49,185,112	45,198,856	92%	47,900,475	97%
104 - Community Redevelopment	1,822,138	2,040,220	112%	3,458,068	190%
106 - Ormond Crossing	346,798	396,853	114%	-	0%
107 - Stormwater	3,434,247	4,190,201	122%	5,142,005	150%
108 - Airport	369,418	505,062	137%	666,475	180%
109 - Local Law Enforcement Trust Fund	-	230,671	0%	-	0%
110 - Economic Development Fund	-	1,006,045	0%	2,134,810	0%
115 - Recreation Facility Fee	57,225	51,647	90%	27,433	48%
205 - Financing Debt Service	660,000	1,359,996	206%	684,134	104%
220 - Debt Service GOB 2010	346,322	348,556	101%	355,720	103%
301 - General Capital Improvement	4,999,383	534,684	11%	2,219,723	44%
302 - General Equipment & Vehicle	407,000	385,697	95%	421,514	104%
305 - Public Safety Vehicle & Equip	888,000	914,697	103%	1,074,979	121%
308 - Transportation	2,159,976	1,634,405	76%	1,162,012	54%
310 - Recreation Impact Fee	100,000	706,810	707%	-	0%
316 - Local Roads Impact Fee	50,000	318,652	637%	-	0%
317 - Facilities Renewal & Replacement	879,126	981,253	112%	1,345,892	153%
318 - Stormwater Impact Fee	50,000	10,958	22%	-	0%
319- Police Impact Fees	-	73,244	0%	-	0%
320- Fire Impact Fees	-	91,330	0%	-	0%
322 - Leisure Services Capital Fund	954,116	1,002,525	105%	891,498	93%
401 - Water/Wastewater Operating Fund	26,307,887	23,321,113	89%	25,547,051	97%
408 - Water/Wastewater E&V Fund	850,000	277,180	33%	286,551	34%
409 - Water/Wastewater Capital	12,346,951	4,301,992	35%	6,791,437	55%
414 - Water/Wastewater Consolidated Deb	4,924,000	4,923,996	100%	4,874,106	99%
433 - Reuse Impact Fee Fund	-	18,333	0%	-	0%
434 - Water Impact Fee	700,000	1,076,929	154%	1,546,223	221%
435 - Wastewater Impact Fee	675,000	1,406,853	208%	494,788	73%
446 - 2024 W&S Bond Projects	-	(855,207)	0%	6,336,034	0%
460 - Solid Waste	13,407,304	15,116,549	113%	15,287,109	114%
502 - Workers Compensation	1,851,612	805,505	44%	1,514,987	82%
504 - General Liability	2,905,253	3,385,774	117%	2,037,661	70%
Total	\$ 131,976,868	\$ 115,761,558	88%	\$ 132,200,684	100%

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 \$5 million has been received.

Communication Taxes – Communication service taxes collected as of September amount to \$1.58 million.

Business Tax – Business tax collections amounted to \$270,251. 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 September 2025 are \$4.74 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through September, the City received a total of \$4.72 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 \$1.08 million in this category through September.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$102,183 as of September.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$2.8 million.

Transfers In – Transfers have been recorded in the amount of \$6.85 million through September.

Financial Status Report: September 2025

General Fund Revenues - September 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	\$ 17,935,790	\$ 550,033	97.0%	\$ 15,927,585	\$ 2,008,206	12.61%
Utility Taxes	5,215,000	5,080,391	134,609	97.4%	4,946,517	133,874	2.71%
Communication Tax	1,750,000	1,580,271	169,730	90.3%	1,509,753	70,517	4.67%
Business Tax	283,500	270,251	13,249	95.3%	206,465	63,786	30.89%
Licenses, Permits & Fees	5,376,350	4,739,329	637,021	88.2%	4,892,680	(153,351)	-3.13%
Intergovernmental	5,162,000	4,721,523	440,477	91.5%	4,850,455	(128,932)	-2.66%
Charges for Services	864,638	1,084,223	(219,585)	125.4%	1,088,471	(4,249)	-0.39%
Fines & Forfeitures	73,000	106,169	(33,169)	145.4%	61,068	45,101	73.85%
Miscellaneous Revenues	3,856,857	2,827,962	1,028,895	73.3%	2,207,501	620,461	28.11%
Transfers In	6,852,944	6,852,948	(4)	100.0%	5,709,312	1,143,636	20.03%
Use of Fund Balance	1,265,000	-	1,265,000	0.0%	-	-	0.00%
	\$ 49,185,112	\$ 45,198,856	\$ 3,986,256	91.9%	\$ 41,399,807	\$ 3,799,050	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 September were \$30.37 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 September, \$15.3 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 \$2.08 million made through September.

Financial Status Report: September 2025

General Fund Expenditures - September 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
City Commission	\$ 448,925	\$ 380,274	\$ 68,651	84.7%	\$ 385,363	\$ (5,088)	-1.32%
City Administration	903,986	1,175,421	(271,435)	130.0%	911,512	263,909	28.95%
Support Services	473,841	443,632	30,209	93.6%	430,484	13,148	3.05%
City Attorney	1,304,609	1,414,508	(109,899)	108.4%	1,397,918	16,590	1.19%
Legislation & Policy	3,131,361	3,413,836	(282,475)	109.0%	3,125,277	288,559	9.23%
Finance	1,200,017	1,033,512	166,505	86.1%	1,144,957	(111,445)	-9.73%
Information Technology	2,364,333	2,485,082	(120,749)	105.1%	2,142,765	342,317	15.98%
Human Resources	730,163	625,935	104,228	85.7%	593,818	32,118	5.41%
Planning	873,037	795,549	77,488	91.1%	782,053	13,496	1.73%
Building Inspections	1,567,364	1,415,312	152,052	90.3%	1,316,663	98,649	7.49%
Police Administration	1,434,844	1,231,987	202,857	85.9%	1,173,601	58,386	4.97%
Police Operations	8,313,572	8,120,852	192,720	97.7%	7,831,929	288,923	3.69%
Community Outreach	666,040	586,986	79,054	88.1%	554,230	32,756	5.91%
Criminal Investigations	1,571,364	1,629,577	(58,213)	103.7%	1,554,780	74,797	4.81%
Community Services	470,374	497,768	(27,394)	105.8%	454,423	43,344	9.54%
Records	197,910	191,939	5,971	97.0%	186,523	5,416	2.90%
Neighborhood Impr.	524,896	515,808	9,088	98.3%	381,477	134,331	35.21%
Police	13,179,000	12,774,916	404,084	96.9%	12,136,963	637,953	5.26%
Fire	8,202,046	7,999,657	202,389	97.5%	7,684,805	314,852	4.10%
Streets	2,826,514	2,475,030	351,484	87.6%	2,392,138	82,892	3.47%
Engineering	1,329,783	1,305,993	23,790	98.2%	1,207,464	98,529	8.16%
Fleet	1,900,237	2,016,906	(116,669)	106.1%	1,788,485	228,421	12.77%
Public Works	6,056,534	5,797,929	258,605	95.7%	5,388,087	409,842	7.61%
Economic Development	437,322	383,725	53,597	87.7%	351,866	31,860	9.05%
Building Maintenance	1,046,146	1,032,788	13,358	98.7%	996,404	36,384	3.65%
Administration	879,360	873,160	6,200	99.3%	786,894	86,266	10.96%
Nova Recreation	442,484	518,355	(75,871)	117.1%	428,140	90,215	21.07%
S. Ormond Neigh. Center	422,968	442,960	(19,992)	104.7%	438,890	4,070	0.93%
Athletic Fields Mnt.	1,807,636	1,719,843	87,793	95.1%	1,662,143	57,700	3.47%
Parks	2,706,533	2,819,078	(112,545)	104.2%	2,738,728	80,350	2.93%
Environmental Learning	272,782	262,492	10,290	96.2%	226,467	36,025	15.91%
The Casements	389,473	462,583	(73,110)	118.8%	446,781	15,802	3.54%
Performing Arts Center	385,975	430,569	(44,594)	111.6%	336,534	94,035	27.94%
Senior Center	119,839	158,180	(38,341)	132.0%	85,497	72,683	85.01%
Community Events	287,632	284,702	2,930	99.0%	226,580	58,123	25.65%
Leisure Services	8,760,828	9,004,710	(243,882)	102.8%	8,373,057	631,653	7.54%
Grants & Aid*	91,528	90,507	1,021	98.9%	84,257	6,250	7.42%
Transfers	2,079,813	2,079,804	9	100.0%	1,782,536	297,268	16.68%
Contingency	511,766	-	511,766	0.0%	-	-	0.00%
	\$ 49,185,112	\$ 47,900,475	\$ 1,284,637	97.4%	\$44,907,105	\$ 2,993,370	6.67%

Financial Status Report:
September 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. \$2.04 million has been received as of September. The growth in miscellaneous income is due to the increase of interest.

Expenditures – A total of \$3.46 million has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - September 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	107,803	(107,303)	21560.5%	147,948	(40,146)	-27.1%
Transfers In	700,397	700,392	5	100.0%	722,740	(22,348)	-3.1%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	\$ 1,822,138	\$ 2,040,220	\$ (218,082)	112.0%	\$ 1,777,580	\$ 262,640	14.78%

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%	\$ 78,350	\$ 25	0.0%
Public Works	148,021	560,352	(412,331)	378.6%	528,203	32,149	6.1%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	290,035	2,819,341	(2,529,306)	972.1%	375,759	2,443,582	650.3%
Contingency	1,113,032	-	1,113,032	0.0%	-	-	0.0%
	\$ 1,822,138	\$ 3,458,068	\$ (1,635,930)	189.8%	\$ 982,312	\$ 2,475,756	252.03%

Financial Status Report:
September 2025

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.58 million with \$2.49 million received through September 2025 along with \$143,996 in miscellaneous income.

Expenditures – The budget for stormwater expenses is \$3.4 million with \$5.1 million spent to date.

Stormwater Fund Revenues - September 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	2,486,874	88,126	96.6%	2,615,223	(128,350)	-4.91%
Miscellaneous	100,000	143,996	(43,996)	144.0%	224,585	(80,589)	-35.88%
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	\$ 4,190,201	\$ 803,377	122.0%	\$ 2,839,808	\$ 1,350,393	47.55%

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	4,861,529	(1,918,411)	165.2%	1,820,752	3,040,776	167.01%
Engineering Support	\$ 210,664	-	\$ 210,664	0.0%	-	\$ -	0.00%
Transfers Out	280,465	280,476	(11)	100.0%	253,992	26,484	10.43%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 3,434,247	\$ 5,142,005	\$ (1,707,758)	149.7%	\$ 2,074,744	\$ 3,067,260	147.84%

Financial Status Report:
September 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 \$22.9 million collected year to date. The revenue also includes \$450,984 budgeted for transfers, of which \$451,000 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 \$25.5 million expended to date. This total also includes \$11.6 million in transfers made through September.

Water/Wastewater Fund Revenues -September 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	\$ 22,837,235	\$ 633,765	97.3%	\$ 22,751,147	\$ 86,088	0.38%
Miscellaneous	60,000	32,882	27,118	54.8%	87,451	(54,569)	-62.40%
Transfers In	450,984	450,996	(12)	100.0%	461,796	(10,800)	-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	\$ 23,321,113	\$ 2,986,774	88.6%	\$ 23,323,376	\$ (2,264)	-0.01%

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	\$ 1,691,732	\$ 7,259	99.6%	\$ 1,734,951	\$ (43,220)	-2.49%
Water Production	5,175,140	4,787,277	387,863	92.5%	4,613,923	173,353	3.76%
Water Distribution	1,720,373	1,750,632	(30,259)	101.8%	1,635,557	115,075	7.04%
Wastewater Treatment	4,439,203	4,110,523	328,680	92.6%	3,828,198	282,326	7.37%
Wastewater Collection	1,639,761	1,543,025	96,736	94.1%	1,563,670	(20,645)	-1.32%
W&S Engineering	-	29,443	(29,443)		21,399	8,044	0.00%
Transfers Out	11,634,419	11,634,420	(1)	100.0%	10,925,484	708,936	6.49%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 26,307,887	\$ 25,547,051	\$ 760,836	97.1%	\$ 24,323,182	\$ 1,223,869	5.03%

Financial Status Report: September 2025

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, \$15.1 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2025 are \$13.4 million. \$15.3 million has been expended as of September. Year to year variance due to increase in Waste Management service fee increases.

Solid Waste Fund Revenues - September 2025

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Franchise Fees	\$ 1,864,304	\$ 2,099,677	\$ (235,373)	112.6%	\$ 1,838,511	\$ 261,167	14.21%
User Fees	11,542,000	11,539,514	\$ 2,486	100.0%	11,524,501	15,013	0.13%
Miscellaneous	1,000	25,358	\$ (24,358)	2535.8%	61,245	(35,887)	-58.60%
Intergovernmental	-	1,452,000	\$ (1,452,000)	0.0%	2,050,761	-	0.00%
Use of Fund Balance	-	-	\$ -	0.0%	-	-	0.00%
	\$ 13,407,304	\$ 15,116,549	\$ (1,709,245)	112.7%	\$ 15,475,017	\$ 240,293	1.55%

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	\$ 12,130,744	\$ (3,334,096)	137.9%	\$ 8,663,079	\$ 3,467,665	40.03%
Recycling	1,309,300	1,435,493	(126,193)	109.6%	1,269,670	165,822	13.06%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,720,868	1,720,872	(4)	100.0%	1,709,472	11,400	0.67%
Contingency	1,580,488	-	1,580,488	0.0%	-	-	0.00%
	\$ 13,407,304	\$ 15,287,109	\$ (1,879,805)	114.0%	\$ 11,642,221	\$ 3,644,888	31.31%

FY 2024-25 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
General Fund				
Revenues				
	Miscellaneous Revenue-Tree Fund	108,000		
	Fund Balance	1,099,163		
		<u>1,207,163</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		78,348	
	Transfer to Fund 305-Public Safety Vehicle Fund		105,000	Vehicles for new fire positions (2)
	Public Safety Vehicle Repairs		140,000	
			<u>1,207,163</u>	
CRA				
Revenues				
	Use of Fund Balance	2,524,466		
		<u>2,524,466</u>		
Expenditures				
	Cassen Park Construction		2,524,466	Reso. 2024-207 12/3/24 & 2025-45 2/4/25 & Geotech Work Auth
			<u>2,524,466</u>	
Ormond Crossings				
Revenues				
	Use of Fund Balance	-		
		<u>-</u>		
Expenditures				
	Flyover Bridge Plan		-	
			<u>-</u>	
Stormwater				
Revenues				
	Use of Fund Balance	2,268,990		
		<u>2,268,990</u>		
Expenditures				
	Rio Storm Drain Pipe		134,000	Reso 2025-43 1/21/25
	OBSC Drainage		870,185	Reso 2025-115 7/22/25
	Fleming Avenue Stormwater Improvements		1,264,805	Reso 2025-56 2/18/25 & Reso 2024-49 3/19/24
			<u>2,268,990</u>	
Airport				
Revenues				
	Use of Fund Balance	127,800		
	FAA	148,500		
	FDOT	169,200		
		<u>445,500</u>		
Expenditures				
	Civil Air Patrol Building Utilities		24,000	
	Rehab Taxiway Bravo Apron		165,000	Reso 2024-140 9/4/24
	Airport Access Infrastructure		120,000	Reso 2024-69 6/4/24
	Access Gates		136,500	Reso 2025-58 2/18/25
			<u>445,500</u>	
Economic Development Fund				
Revenues				
	State of Florida	1,623,426		
	FDOT	615,815		
	Use of Fund Balance	60,759		
		<u>2,300,000</u>		
Expenditures				
	Business Park Drive Phase II Construction		2,300,000	Reso 2024-44 3/19/24
			<u>2,300,000</u>	

FY 2024-25 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
Pension Pass Thru				
Revenues				
	State Premium Tax	50,000		
		<u>50,000</u>		
Expenditures				
	Police Premium Tax		50,000	
			<u>50,000</u>	
Recreation Facility Fee Fund				
Revenues				
		-		
Expenditures				
			-	
Debt Service Fund				
Revenues				
	Use of Fund Balance	30,000		
		<u>30,000</u>		
Expenditures				
	General Government Debt Interest		30,000	
			<u>30,000</u>	
2010 General Obligation Bond				
Revenues				
	Use of Fund Balance	10,000		
		<u>10,000</u>		
Expenditures				
	General Government Debt Interest		10,000	
			<u>10,000</u>	
General Capital Improvements				
Revenues				
	Use of Fund Balance	40,305		
	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)		
		<u>209,100</u>		
Expenditures				
	Median Landscaping Upgrades		108,000	Reso 2025-72 5/20/25
	Division Avenue North Sidewalk		56,100	Reso 2025-106 7/22/25
	Building Inspection Furnishings		45,000	
			<u>209,100</u>	

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 Satellite 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	267,395		
		<u>267,395</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		195,000	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>267,395</u>	
Facilities R&R				
Revenues				
	Use of Fund Balance	309,459		
	Transfer from General Fund	217,815		
	Transfer from Fund 504-General Liability Fund	556,000		
	FEMA	67,450		
		<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	75,000		
		<u>75,000</u>		
	Expenditures			
	PEP Tanks		75,000	
			<u>75,000</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	497,095		
		<u>497,095</u>		
	Expenditures			
	Williamson Underground		497,095	RESO#2024-183
			<u>497,095</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	1,430,000		
		<u>1,430,000</u>		
Expenditures				
	Riverside Drive Force Main Replacement		990,000	Reso 2025-54 2/18/25
	Halifax River Forcemain Crossing		440,000	Reso 2024-164
			<u>1,430,000</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>	
Solid Waste				
Revenues				
	Fund Balance	1,000,000		
	FEMA	2,000,000		
		<u>3,000,000</u>		
Expenditures				
	Storm Debris Removal Milton		2,000,000	
	Contract Settlement and Renegotiation		1,000,000	Reso 2025-43 1/21/25
			<u>3,000,000</u>	
General Liability				
Revenues				
	Fund Balance	261,289		
	Reimbursement by Insurance	594,000		
		<u>855,289</u>		
Expenditures				
	Tranfer to Fund 408-Water & Wastewater Vehicle Fund		38,000	Vehicle damaged by fallen tree
	Transfer to Fund 317-Facilities R&R		556,000	Tennis Courts
	Lease Agreement for relocation of Legal Department		100,510	Reso 2025-43 1/21/25
	Prism Specialties for document restoration and digitization of files from the Ames Ho		99,779	Reso 2025-43 1/21/25
	Transfer to Fund 305-Public Safety Vehicle Fund		61,000	
			<u>855,289</u>	
		<u>33,667,643</u>	<u>33,667,643</u>	
		<u>165,644,511</u>	<u>165,644,511</u>	

CIP Status Report as of October 30, 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	90%		\$ 865,000	\$ 2,449,071	100%
		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	63%		\$ 100,000	\$ 991,928	75%
		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	79%			\$ 2,249,060	79%
		Total				\$ 3,156,956	
FY 24/25 Stormwater Construction - Ormond Shores Park SW Pond Repair-GPS Civil Construction		Design/Bidding	100%			In-House	
		Construction	95%			\$ 142,250	100%
		Total				\$ 142,250	
OBSC SW Pond Expansion		Design/Bidding	100%		\$ 64,500	\$ 62,880	100%
		Construction	85%			\$ 420,450	46%
		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	59%		\$ -	\$ 211,570	59%
		Construction	0%				
		Total			\$ -	\$ 211,570	
Fund 110 - Economic Development							
Fund 301 - General Fund							
Ames House Remediation & Repairs		Design/Bidding	100%				
		Construction	100%			\$ 362,453	100%
		Total			\$ -	\$ 362,453	
Military Blvd Sidewalk	CDBG	Design/Bidding	100%			In-House	
		Construction	34%		\$ 274,000	\$ 218,651	34%
		Total			\$ 274,000	\$ 218,651	
Division Avenue Sidewalk-North Side	CDBG	Design/Bidding	100%			In-House	
		Construction	95%		\$ -	\$ 56,100	100%
		Total			\$ -	\$ 56,100	
Central Park Wood Boardwalk & Concrete Trail	CDBG	Design/Bidding	100%			In-House	
		Construction	25%			\$ 232,163	25%
		Total			\$ -	\$ 232,163	
Engineering/Planning Renovation - Coleman Goodemote		Design/Bidding	100%			\$ 16,800	100%
		Construction	100%		\$ 250,000	\$ 444,554	100%
		Total			\$ 250,000	\$ 461,354	

CIP Status Report as of October 30, 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	75%
		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	92%		\$ 6,205,000	\$ 4,525,370	84%
		Total			\$ 6,280,000	\$ 4,629,645	
A1A Utility Relocation - All State Civil Construction		Design/Bidding	100%			In-House	
		Construction	77%		\$ -	\$ 530,000	100%
		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	37%		\$ 1,300,000	\$ 4,317,575	40%
		Total			\$ 1,600,000	\$ 4,610,539	
Halifax River Utility Crossing		Design/Bidding	67%		\$ 480,000	\$ 438,614	85%
		Construction	0%		\$ 5,680,000		
		Total			\$ 6,160,000	\$ 438,614	
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	15%		\$ 160,000	\$ 148,079	15%
		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	36%		\$ 2,430,000	\$ 6,904,700	36%
		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	1%
		Total			\$ -	\$ 2,230,274	
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	15%
		Total			\$ 750,000	\$ 687,577	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation - 4P		Design/Bidding	90%		\$ 165,000	\$ 164,612	86%
		Construction	0%				

CIP Status Report as of October 30, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
		Total			\$ 165,000	\$ 164,612	



Economic Development Monthly Report

October 2025

Ormond Beach
August Employment

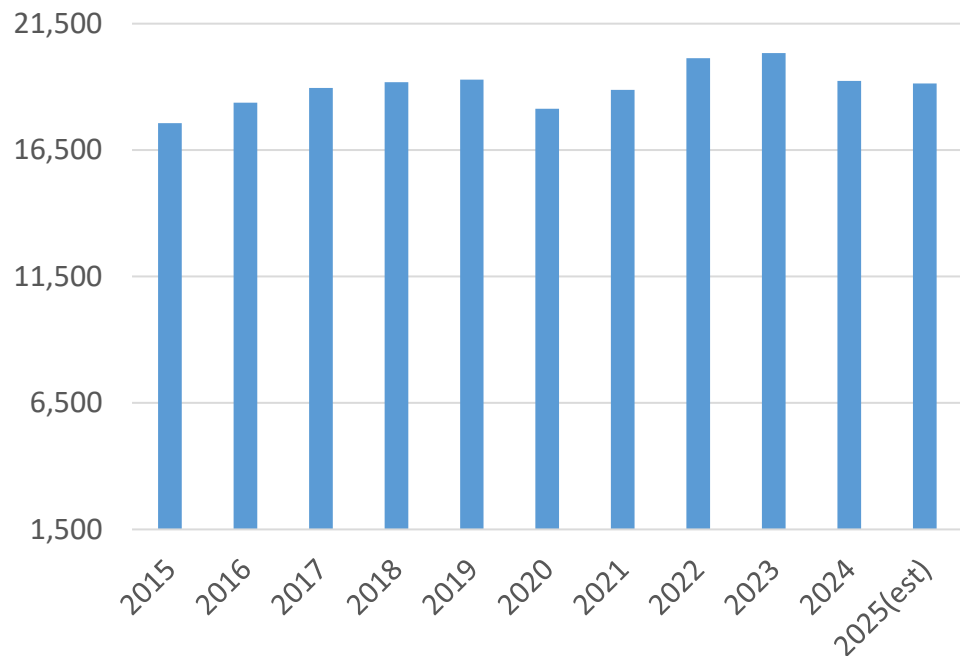
19,133

Down 0.7% year over year

Ormond Beach
Unemployment Rate

4.8%

Ormond Beach Employment Trend



Notes and Updates:

- Employment for August** was 19,133 down 0.7% from last year. Employment, as a lagging indicator, is trending flat since the beginning of the year when January employment was an estimated 19,176. **As of this reporting, Florida Commerce has not published updated employment data for September.*
- There were 832 job postings in October** – leading industries posting Health Care, Retail Trade, Admin Support Services, Leisure/Hospitality and Professional/Scientific Services.
- StartUp & Grow Ormond Beach FastTrac** applications are now being accepted for the Grow Your Business in 2026 course. A link to information and the application can be found at the following website: <https://www.ormondbeach.org/985/Kauffman-FastTrac>
- Applications are now being accepted** for the Volusia Innovation Challenge, a business pitch competition for early-stage innovators and business owners who are ready to launch or scale-up their venture in Volusia County. Information and application can be found at the following website: <https://www.volusiabusinessresources.com/volusia-innovation-challenge/>



CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

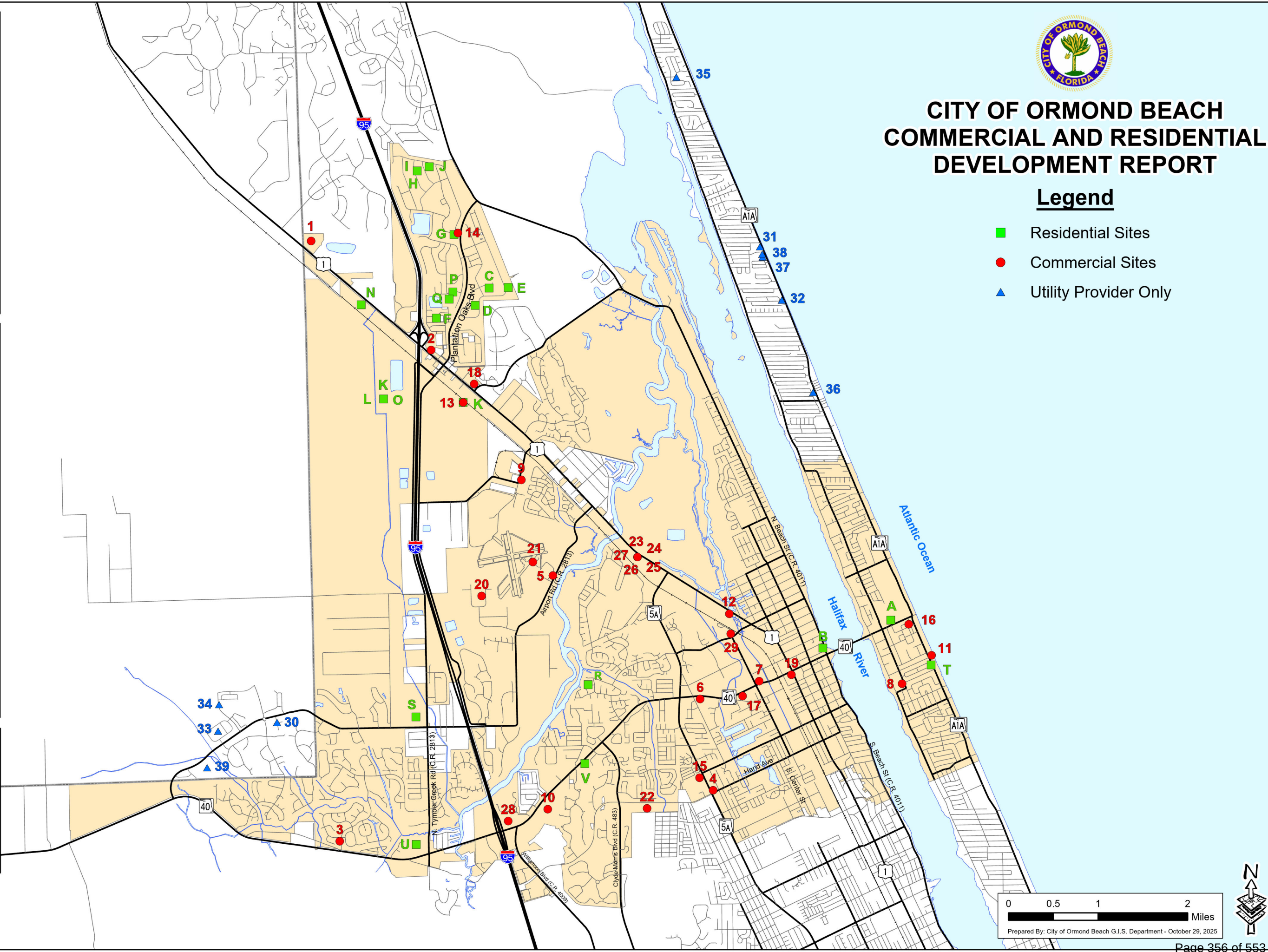
Legend

- 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	Fountain View - Amenity Center
H	Fountain View - Phase 1D
I	Fountain View - Phase 1E
J	Fountain View - Phase 1F
K	OC Tymber Creek Flyover
L	OC Watermain Extension
M	Ormond Crossings - Forcemain Ext
N	Ormond Crossings - Phase 1
O	Ormond Crossings - Reclaim Water
P	Plantation Oaks - 2C
Q	Plantation Oaks - 2D
R	Rivell Subdivision
S	Tattersall at Tymber Creek
T	Tides Edge
U	Tymber Creek Apartments
V	Yoon Way Townhomes

COMMERCIAL PROJECTS	
1	A & M Frozen
2	Advent Health OSED
3	Breakway Trails, Tract A
4	Circle K - Nova & Hand
5	Courtyard Fountain View
6	Dutch Bros Coffee
7	Ellianos OB Granada Blvd
8	First United Methodist
9	Hull Rd Contractor Storage
10	Lowe's Outdoor Storage
11	Ormond Beach Holdings LLC
12	Ormond Beach Self Storage
13	OC Pine Tree Flyover
14	PO OB - Neighborhood Commercial
15	Prince of Peace
16	Salty Church Remodal
17	Shoppes at Granada Pointe
18	Stor-It
19	Sunbros
20	Terra Marine Park
21	Tomlinson Aviation
22	Tomoka Christian Church
23	Tomoka Commerce Park
24	Tomoka Commerce Park, Lot 1
25	Tomoka Commerce Park, Lot 2
26	Tomoka Commerce Park, Lot 3
27	Tomoka Commerce Park, Lot 4
28	Wal-Mart Expansion
29	WRF B Disinfection Conversion

ORMOND BEACH - UTILITY PROVIDER ONLY	
30	Amberwoods
31	Baileys By The Sea
32	Baileys By The Sea 2
33	Brookside at Ormond Station
34	Garden Side, Phase II
35	North Peninsula WWTP
36	Ocean Shore Plaza Sewer
37	Seascape
38	Sunrise Condominium
39	Woodside



City of Ormond Beach Commercial Development Report, as of November 1, 2025

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status							Projects reviewed last month									
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	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
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	08.31.25	10.23.25		Not applicable	11.13.25	12.16.25 01.20.26			Not applied	Not applied	Not applied	Not applied		E = Kimley-Horn Engineering O =Advent Health System/ Sunbelt 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 09.16.25 10.20.25	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	COURTYARD FOUNTAIN VIEW 142 East Granada Blvd. PZ-2025-000201	Special Exception for Outdoor Activity inside courtyard includes every Sunday for tenants of Fountain Square.	10.03.25	10.20.25				Not applicable	11.13.25	12.16.25			Not applied	Not applied	Not applied	Not applied		O = The Bikini Company
6	DUTCH BROS COFFEE 764 West Granada Boulevard SPRC-2025-000078	New construction of a 1,071 square feet building on 1.07 acres	09.22.25	10.16.25				Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Ormond Central Investors, LLC ARC = Pursuit Development LLC
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	Issued 10.23.25	\$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	09.16.25		04.09.25	10.09.25 Approved	11.18.25			Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = First United Methodist Church
9	HULL RD CONTRACTOR STORAGE 835 Hull Rd SPRC-2025-000075	New construction of Outdoor Storage Construction Yard	09.10.25	09.26.25	10.27.25			Not applicable	11.13.25	12.16.25			Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Vic Abuzov
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	10.23.25	10.23.27	6/2/25 - Fence Only	\$250,000	NA	NA		APP = Storch Law Firm O = Lowes

City of Ormond Beach Commercial Development Report, as of November 1, 2025

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		Change in project status							Projects reviewed last month									
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	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
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 Construc- tion	Issued 02.29.24	\$34,000,000	Issued 04.12.24	\$1,400,000	88%	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	10.28.26 (Extension)	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	09.03.25			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 Construc- tion	Not applied	Not applied	Issued 02.27.25	\$478,584	10%	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	Under Construc- tion	8.11.2025	\$232,546	Issued 07.25.25	\$76,791	50%	E = Alann Engineering Group O = Prince of Peace Catholic Church
16	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	Under Construc- tion	Issued 5/30/2025	\$328,500	Not applied	Not applied	50%	ARC - Hall and Ogle Architects O = Salty Church
17	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.
18	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 Construc- tion	Issued 10.17.23	\$7,000,000	Issued 06.13.23	\$821,773	100%	E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
19	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	Under Construc- tion	Resubmit Required	\$215,000	Issued 10.03.25	\$137,000	0%	E = Zev Cohen & Associates O = D2S Properties, LLC
20	TERRA MARINE PARK 6 Tower Circle Unit A SPRC-2025-000077	Construction of a 1-story 12,300 SF warehouse building which includes 1,200 SF office on a 2.17 acre parcel	09.17.25	10.16.25				Not applicable	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. A= Safstor Real Estate Co LLC

City of Ormond Beach Commercial Development Report, as of November 1, 2025

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

Change in project status		Projects reviewed last month																
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
21	TOMLINSON AVIATION 92 & 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	50%	E = Parker Mynchenberg & Associates, Inc. O = Tomlinson Aviation
22	TOMOKA CHRISTIAN CHURCH 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square foot building.	12.07.23	12.21.23	02.29.24	04.08.24	05.22.24	02.22.24	03.14.24 (Approved)	04.16.24 (Approved)	08.18.24	Under Construction	Issued 08.19.25	\$5,000,000	Issued 10.15.24	\$400,926	40%	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.	05.09.25	06.01.25	09.16.25			11.12.25	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.	05.09.25	06.01.25	09.23.25			11.12.25	Not applicable	Not applicable			Not applied	Not applied	Not applied	Not applied		E = Park Mynchenberg & Associates O = 890 N US HWY 1, LLC
24	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.	05.09.25	06.01.25	09.17.25			11.12.25	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
25	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.	05.09.25	06.01.25	09.17.25			11.12.25	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 3 890 North US Highway 1 SPRC-2025-000066	Commercial/Industrial uses within 36,630 square foot building on 2.46 acres.	05.09.25	06.01.25	09.19.25			11.12.25	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 4 890 North US Highway 1 SPRC-2025-000067	Commercial/Industrial uses within 27,200 square foot building on 2.47 acres.	05.09.25	06.01.25	09.19.25			11.12.25	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	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	08.19.25 09.03.25	10.02.25		Not applied	Not applied	Issued 10.22.25	\$15,000 Greenbelt	5% Greenbelt	E = CPH O = Wal-Mart Stores, Inc.
29	WRF B DISINFECTION CONVERSION 550 N. Orchard Street SPRC-2025-000079	UV Disinfection Conversion for City's Water Reclamation Facility.	10.02.25					Not applicable	Not applicable	Not applicable	10.20.25		In Review	\$2,455,000	Part of building permit	Part of building permit		O = City of Ormond Beach E = Mead & Hunt

City of Ormond Beach As Utility Provider Only Development Report, as of November 1, 2025

		Change in project status					Projects reviewed last month							
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
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)	95%	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)	85%	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)	85%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
33	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
34	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
35	NORTH PENINSULA WWTP SPRC-2024-000027 16 Seabridge Drive	Converting the existing WWTP to City owned and maintained master lift station and associated 6-in FM from Seabridge development to connection on A1A.	04.02.24	04.24.24	07.15.24			09.10.24	09.10.26	None	Not applied	Not applied		E = Kimley-Horn and Associates APP = Central States Water Resources, Inc.
36	OCEAN SHORE PLAZA SEWER 1452 Ocean Shore Boulevard SPRC-2024-000025	Construction of new private lift station to connect to city sewer in Ormond by the Sea.	03.21.24	04.17.24				05.13.24	Under Construction	None	Issued 3.18.25	\$147,420	95%	E = Parker Mynchenberg & Associates, Inc. O = Ocean Shore Plaza
37	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				10.03.25	Under Construction	None	Issued 10.20.25	\$260,000	50%	E = Kimley-Horn and Associates, Inc. O = Seascape Condo
38	SUNRISE CONDOMINIUM SPRC-2025-000081 2294 Ocean Shore Boulevard	Remove existing wastewater treatment plant and install new private lift station and forcemain connection to the City system	10.06.25	10.28.25						None	Not applied	Not applied		E = Saltus Engineering, Inc. O = Sunrise Condominium
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 November 1, 2025

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		Change in project status							Projects reviewed last month							
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	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	09.30.25			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	10.17.26 (Extension)	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	10.30.26 (Extension)	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	75%	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	08.31.25			Not Required	Not Required	Not Required	09.24.25	See Above	See Above	See Above		E = Parker Mynchenberg & Associates, Inc. O =Meritage Homes of Florida, Inc.
G	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)	25%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
H	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

City of Ormond Beach Residential Development Report, as of November 1, 2025

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status							Projects reviewed last month							
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
I	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
J	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
K	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	10.20.25			Not Required	Not Required	Not Required			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
L	ORMOND CROSSINGS, PHASE 1 1700 N US 1 Highway SPRC-2024-000050	Preliminary Plat. 444 lots on 252.16 acres.	12.03.24	01.02.25	03.27.25	07.17.25	10.16.25	Not Required	Required	Required			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
M	ORMOND CROSSINGS, RECLAIM WATER 1030 North Tymber Creek Road SPRC-2025-000071	Construction of 12" proposed forcemain.	05.13.25	06.22.25	In Review			Not Required	Not Required	Not Required			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
N	OC TYMBER CREEK FLYOVER 1700 N US 1 Highway SPRC-2024-000044	Railroad flyover (at new Tymber Creek Road) to the Ormond Crossings development. Utilities only.	11.21.24	12.22.24	04.07.25			Not applicable	Not applicable	Not applicable	09.23.25		Issued 10.06.25	Utilities, Phase 1 \$1,190,862		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
O	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
p	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construction	Issued 09.17.21	\$3,044,572	95%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
Q	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under Construction	Issued 09.17.21	\$1,784,746	40%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
R	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	09.23.25	Not Required	Not Required	Not Required	10.26.25	10.26.28	Not applied	Not applied		E = Newkirk Engineering, Inc O = Marie Lilienstern

City of Ormond Beach Residential Development Report, as of November 1, 2025

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Change in project status		Projects reviewed last month														
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
S	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	60%	E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
T	TIDES EDGE 300 South Atlantic Avenue PZ# 2022-018	Preliminary Plat, 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12.05.22	01.10.23 & 01.24.23	03.27.23	Under Construction	Approved	\$718,460	95%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
T	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
U	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.
V	YOON WAY TOWNHOMES 1190 West Granada Boulevard PZ-2025-000207	Comprehensive Plan amendment from "Open Space/Conservation" to "Medium Density Residential" for 2.81 acres	09.22.25	10.16.25				Not Required	Required	Required		Not applied	Not applied	Not applied		A = Cobb Cole O = Engineer Realty, LLC
V	YOON WAY TOWNHOMES 1190 West Granada Boulevard PZ-2025-000206	Zoning Map amendment to Planned Residential Development for 12 townhome units	09.22.25	10.16.25				Required	Required	Required		Not applied	Not applied	Not applied		A = Cobb Cole O = Engineer Realty, LLC

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-2025-129	First United Methodist Church, Special Exception	This is a request by Cobb Cole Law Firm, on behalf of the property owner, First United Methodist Church, Inc., for a Special Exception to allow for demolition of the existing gathering building and allow for construction of a new gathering building with associated site improvements. The Special Exception request includes three items which are: 1) wall waiver requirement, 2) building setback requirements, and 3) overall development plan approval for the House of Worship. The subject property is a total of approximately 5.24 acres located at 336 South Halifax Drive and the area for the project improvements is approximately 0.53 acres or 23,311 square feet. The original House of Worship was approved as a Conditional Use Permit in 1993 with Resolution 93-38 and would effectively be replaced with the current Special Exception application. The property has a zoning designation of R-2, Single-Family Low Density.	10/9/25 - Approved (7-0)	11.18.25	NA
PZ-2025-202	Design Standards, Section 2-42, Land Development Code Amendment	This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code to amend building design standards to be consistent with Section 163.3202, Florida Statutes regarding residential building design elements.	10/9/25 - Approved (7-0)	11.18.25	12.02.25
PZ-2025-203	Detached Garages, Section 2-50, Land Development Code Amendment	This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.	10/9/25 - Approved (5-2)	11.18.25	12.02.25
PZ# 2022-096	Stor-It Sidewalk Easement	This is a request to accept a sidewalk easement along North U.S. Highway 1 for a width of fifteen (15') feet and a distance of approximately 350 linear feet associated with the Stor-It project located at 1405 North U.S. Highway 1. Stor-It is a project that has constructed a three-story indoor storage facility with a building of 124,534 square feet, as approved with Ordinance 2023-12.	NA	11.18.25	NA
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.igmp2.com/citizens/default.aspx? . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 610-0520.					

Board of Adjustment and Appeals - November 5, 2025, City Commission Chambers of City Hall at 6:00 P.M.		
		Canceled
Note: Board and Adjustment and Appeals information is based upon the best information available as of the publishing of this report and are subject to change. Board and Adjustment and Appeals agendas are available at: https://www.ormondbeach.org/218/Board-of-Adjustments-Appeals . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) (386) 610-0520.		

Neighborhood meeting - November 12, 2025, Hampton Inn Daytona/Ormond Beach located at 155 Interchange Blvd, Ormond Beach, Florida 32174 at 6:00 P.M.
890 N US HWY 1, LLC shall conduct a neighborhood meeting on Wednesday, November 12, 2025, starting at 6:00 p.m. at the Hampton Inn Daytona/Ormond Beach located at 155 Interchange Blvd, Ormond Beach, Florida 32174, to discuss a proposed site plan for the property at 890 North U.S. Highway 1. The Tomoka Commerce Park Planned Business Development seeks to subdivide 12.483 acre parcel into four (4) lots and common area and construct US 1 turn lanes, main access road, stormwater retention, public sanitary lift station, force main and water distribution for 116,204 square foot commercial/office and business warehouse buildings and associated parking at 890 North U.S. Highway 1, Ormond Beach, Florida. The project shall require a Planned Business Development amendment with review by the Planning Board and final action by the City Commission.

Planning Board - November 13, 2025, City Commission Chambers of City Hall at 6:00 P.M.		
PZ-2025-169(A)	Advent Health Off-Site Emergency Department, Zoning Map Amendment, 1561 North U.S. Highway 1	This is an application submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for zoning map amendment from B-7, Highway Tourist Commercial, to PBD, Planned Business Development. The Advent Health off-site emergency department (OSD) Planned Business Development seeks to allow redevelopment of an approximately 13,451-square-foot building and associated site improvements, under certain conditions, on 2.47 acres.
PZ-2025-169(B)	Advent Health Off-Site Emergency Department, Issuance of a Development Order, 1561 North U.S. Highway 1	This is an application submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for the issuance of a development order at 1561 North U.S. Highway 1. The Advent Health off-site emergency department (OSD) Planned Business Development seeks to allow an approximately 13,451-square-foot building and associated site improvements, under certain conditions, on 2.47 acres.
PZ-2025-200	Hull Road Contractor Storage, Special Exception for Outdoor Activity and Storage, 829 and 835 Hull Road	This is a Special Exception application from Vadim Abuzov to allow outdoor storage/activity under certain conditions at 829 and 835 Hull Road. The property is zoned I-1, Light Industrial. The outdoor storage/activity is allowed as a Special Exception use within the I-1, Light Industrial zoning district.
PZ-2025-201	Courtyard Fountain Square, Special Exception for Outdoor Activity, 142 East Granada Boulevard	This is a Special Exception application from Herve Rabeaux, Bikini Company of Volusia County, Inc., to allow outdoor activity as the Courtyard Fountain Square under certain conditions at 142 East Granada Boulevard. The property is zoned B-4, Central Business.
PZ-2025-084	Comprehensive Plan 2045 Update, Evaluation and Appraisal Report Re-adoption, Comprehensive Plan Amendments	This is an administrative request for Comprehensive Plan amendments related to the Evaluation and Appraisal Report, also known as the Comprehensive Plan 2045 update. There are Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights. These amendments were adopted with Ormond Beach Ordinance 2025-17 and are being re-adopted in response to comments from the Florida Department of Commerce.
PZ-2025-204	Certified Recovery Residences, Land Development Code Amendment	This is an application for administrative Land Development Code amendments to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words and (2) Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria to establish procedures for the review and action for certified recovery residences as required by Senate Bill 954 and Florida Statute Section 397.487.
PZ-2025-205	Home Occupations, Land Development Code Amendment	This is an application for administrative Land Development Code amendments to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, (t) Home occupation to update the regulations for home occupations based upon Section 559.955, Florida Statutes.
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) (386) 610-0520.		

Historic Landmark Preservation Board- November 17, 2025, Room 103 of City Hall at 4:00 P.M.		
PZ-2025-195	COA Alteration 61 Lincoln Avenue	A request by Tim A. Webb, agent on behalf of Richard and Daynia Dodd, property owners, for a Certificate of Appropriateness for Alteration to allow construction of a new kitchen renovation./addition and a standing seam GulfLok metal roof at 127 Riverside Drive. The property is on the Ormond Beach Historic Landmarks list. Section 2-71(d)(1) of the Ormond Beach Land Development Code requires a Certificate of Appropriateness, issued by the Board, for any repairs, reconstruction, rehabilitation, alteration, addition or other improvements, that would alter the exterior appearance of a structure or site on the property which is included in the local list of historic landmarks or within a designated historic.
The Historic Landmark Preservation Board agenda is available at: https://www.ormondbeach.org/219/Historic-Landmark-Preservation-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 610-0520.		



PERMIT ISSUANCE SUMMARY (10/01/2025 TO 10/31/2025) FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Detached Accessory Structure	3	4,400	\$212,800.00	\$2,338.68
	Electrical	6	0	\$52,915.70	\$846.50
	Exterior	9	0	\$73,202.78	\$1,459.80
	Generator	1	26	\$20,000.00	\$382.75
	Interior Build Out	5	8,452	\$744,500.00	\$9,388.47
	Low Voltage Alarm Labels	1	2,095	\$0.00	\$35.00
	Mechanical	22	0	\$310,439.21	\$2,613.00
	New Construction	1	800	\$400,000.00	\$27,426.46
	New Construction, Addition	1	285	\$29,350.00	\$595.80
	Plumbing	6	0	\$13,067.00	\$675.00
	Reroof	9	46,885	\$503,321.00	\$3,132.07
	Signage	12	462	\$100,705.00	\$2,161.63
BUILDING NON-RESIDENTIAL TOTAL:		76	63,405	\$2,460,300.69	\$51,055.16
Building Residential	Demolition, Complete	3	7,594	\$20,000.00	\$1,492.81
	Demolition, Partial or Interior	1	1,820	\$10,000.00	\$105.15
	Detached Accessory Structure	5	1,238	\$156,572.25	\$1,606.49
	Dock/Seawall	2	0	\$26,000.00	\$394.50
	Electrical	26	0	\$61,887.27	\$2,081.87
	Exterior	63	5,699	\$1,006,068.13	\$11,476.93
	Gas	9	0	\$95,123.00	\$782.55
	Generator	9	0	\$66,790.00	\$1,582.97
	Interior Renovation	9	3,694	\$313,025.00	\$2,633.53
	Mechanical	56	5,401	\$537,394.88	\$4,114.76
	New Construction, Addition	9	6,065	\$562,317.00	\$4,479.38
	New, Single Family Residential	9	27,980	\$4,064,172.30	\$110,184.25
	Plumbing	20	151	\$74,567.85	\$1,465.29
	Pool/Spa	5	1,206	\$290,079.00	\$2,918.14
	Reroof	65	86,393	\$1,124,854.00	\$9,827.48
	Screen Enclosure	4	1,974	\$55,608.00	\$742.58
	Solar	6	500	\$217,815.80	\$2,348.49
	Utility Connection Permit (UCP)	1	0	\$0.00	\$0.00
	Wall, Structural	1	0	\$28,000.00	\$554.75
BUILDING RESIDENTIAL TOTAL:		303	149,715	\$8,710,274.48	\$158,791.92
Engineering Residential	Grade & Fill	1	0	\$25,000.00	\$66.00
	Tree Maintenance and/or Removal	27	0	\$0.00	\$450.00
ENGINEERING RESIDENTIAL TOTAL:		28	0	\$25,000.00	\$516.00
Fire Non-Residential	Fire Alarm (Simplified)	1	127,881	\$60,782.00	\$113.75
	Fire Protection Systems	7	148,022	\$93,411.00	\$990.50
FIRE NON-RESIDENTIAL TOTAL:		8	275,903	\$154,193.00	\$1,104.25
LDC Non-Residential	LDC	1	394	\$2,600.00	\$75.00
	Master Solicitor	2	0	\$2.00	\$100.00
	Special Event Permit	19	433,928	\$118.00	\$17,872.00
	SPRC Site Improvements	4	0	\$1,602,862.00	\$111,207.62
LDC NON-RESIDENTIAL TOTAL:		26	434,322	\$1,605,582.00	\$129,254.62
LDC Residential	Garage Sale	68	0	\$2,683.00	\$325.00
	LDC	49	0	\$301,140.51	\$3,620.00
	Sheds less than 150 square feet in siz	4	0	\$23,143.00	\$300.00

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (10/01/2025 TO 10/31/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	LDC RESIDENTIAL TOTAL:	121	0	\$326,966.51	\$4,245.00
	GRAND TOTAL:	562	923,344	\$13,282,316.68	\$344,966.95

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

Ormond Beach Residential, as of October 31, 2025

Subdivision Name	Type	Status	Lots	CO Issued	Issued	Fees Due	In Review	Remaining Lots
121 East	MF	Site Pan Review	20					20
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	27	7	27	0	7
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	5	9	64
Bradford Lakes	SF	Infrastructure Construction	80	0	0	0	0	80
Bradford Park	TH	Infrastructure Construction	180	6	22	0	0	152
Enclave (Tymber Creek)	SF	Infrastructure Complete	12	0	0	0	1	11
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	26	13	36	10	52
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 1	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
Ridgehaven	SF	Infrastructure Complete	286	53	32	0	1	200
Rivell Trail	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:			5,634	415	79	68	21	5,049
PERCENTAGE:			NA	7%	1%	1%	0%	90%

Notes: MF - Multi-family, SF - Single-family, TH - Townhomes, MH - Manufactured Homes (55+), CO - Certificate of Occupancy



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	9.A.
Section	PUBLIC HEARINGS	Category	Public Hearing - Ordinances
Subject	Land Development Code Amendment - Section 2-42, Design Standards		
Recommended Action	The Planning Board has recommended APPROVAL of the Land Development Code amendment for Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements.

The purpose of the Land Development Code amendment is to delete the residential building design standards that are not consistent with the Florida Statutes section.

The Land Development Code amendment was reviewed at the Planning Board meeting on October 9, 2025, and was recommended for approval with a unanimous 7-0 vote.

Financial Impact

None

Citizen Impact

Section 2-42 of the Land Development Code contains residential design standards that may not be enforced based on Section 163.3202, Florida Statutes. The Land Development Code

amendment seeks to delete the existing residential design standards that are inconsistent with the Florida Statutes section.

Attachments

1. 25-35 Planning - LDC Amendment, Section 2-42, Design Standards (P25-0156G)
2. 10.09.2025, Section 2-42, Design Standards, PB Staff Report
3. 10.09.2025, Draft Planning Board minutes, Section 2-42, LDC Amendment
4. Ordinance BIE, LDC Amendment, Section 2-42

ORDINANCE NO. 2025-35

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-42, DESIGN STANDARDS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* BUILDING DESIGN STANDARDS TO BE CONSISTENT WITH SECTION 163.3202, FLORIDA STATUTES REGARDING RESIDENTIAL BUILDING DESIGN ELEMENTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards, of the *Land Development Code* to amend building design standards to be consistent with Section 163.3202, Florida Statutes regarding residential building design elements; and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 9, 2025 on the requested amendment and has made recommendations thereon to the City Commission; and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with; and

WHEREAS, for the purposes of this Ordinance, underlined type constitute additions to the original text and ~~strikethrough~~ shall constitute deletions from the original text; and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach and in the overall best interest of the public health, safety and welfare; now therefore,

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

SECTION ONE. Section 2-42, Design standards, Article II, District Regulations, Chapter 2, District and General Regulations of the City of Ormond Beach *Land Development Code* is hereby amended to the following:

Sec. 2-42. Design Supplemental residential standards.

- ~~(a) *Single family dwelling exterior infill standards.* It is the intent of this section to provide minimum design guidelines for infill single family units to include manufactured housing so as to ensure harmony and similarity in exterior appearance with established single family dwellings which have been constructed under these and other lawful regulations on adjacent lots in the same residential district. The following design standards shall be used in determining similarity in appearance for the infill construction of single family dwellings and manufactured housing:-~~
- ~~(1) *Minimum dimension of main body.* Minimum dimension of the main body of a dwelling unit shall not be less than twenty feet (20'), as measured across the narrowest portion. This is not intended to prohibit the offsetting of portions of the home;-~~
- ~~(2) *Minimum roof pitch; minimum roof overhang; roofing materials.* Minimum pitch of the main roof shall be not less than three feet (3') of rise for each twelve feet (12') of horizontal run and minimum roof overhang shall be one foot (1'). In cases where housing generally has been constructed in adjacent or nearby locations with lesser roof pitches and/or roof overhangs of less than one foot (1'), then the proposed infill dwelling may have less roof pitch and overhang. In general, any roofing material other than a built-up composition roof may be used.-~~

- ~~(3) *Exterior finish; light reflection.* When siding is proposed, all siding shall be nonreflective and shall be installed from the foundation up to the eaves.~~
- ~~(4) *Permanent foundations required in residential districts.* No dwelling shall be placed or occupied for residential use on a site in a residential district without a foundation that is similar in appearance to foundations of homes built on adjacent or nearby sites. All homes shall be placed on permanent foundations.~~
- (5) (a) *Site orientation.* Dwelling units shall be placed on lots in such a manner as to be compatible with and reasonably similar in orientation to existing housing which has been constructed in the neighborhood.
- (6) (b) *Garages, carports in residential neighborhood.* All dwellings shall be required to be provided with a garage and/or carport compatible with and similar to garages and/or carports constructed in the neighborhood.
- ~~(7) *Infill compatibility with nearby housing.* Dwellings shall be compared to existing housing in the neighborhood within the same zoning district. Approval for a dwelling shall not be granted unless it is found that the proposed infill unit is substantially similar in size, siding, material, roof pitch, roof material, foundation and general appearance to existing housing in the neighborhood in the same zoning district.~~
- ~~(b) *Building orientation.* Buildings shall in all cases orient their facades toward the front yard as defined in article I of this chapter. However, buildings on lots having frontage on two (2) or more streets shall provide a finished wall toward all streets. No accessory operation, other than parking, where permitted, shall occur between said wall and the street.~~
- (4) (c) *Multiple structures.* In any single-family residential district, no more than one (1) principal structure housing a permitted principal use shall be erected on a single lot.
- ~~(2) In all other districts, a development project having more than one (1) principal structure may not be subdivided without the prior approval of the city commission, following review and recommendation by the site plan review committee. No such approval shall be given unless, after the division, all principal structures and lots comply with all requirements of the ordinance from which this Land Development~~

~~Code is derived, including, but not limited to, building setbacks, required yards, buffer areas and other dimensional requirements.~~

~~(3) Whenever a site plan includes either multiple structures on a single parcel, or multiple parcels under one (1) site development plan, the applicants shall record a unity of title agreement for each parcel included in the site plan which will prohibit its division except in accordance with this section.~~

~~(d) *Single family detached residences and planned manufactured home communities.* Detached single family residences and new manufactured homes within planned manufactured home communities, shall conform to the following standards provided that existing single family detached structures which do not meet these requirements shall not be subject to the nonconforming provisions of article V of this chapter:~~

~~(1) A minimum offset of at least two feet (2') in that part of the house facing a street. A house on a corner lot shall be required to have only one (1) offset.~~

~~(2) A minimum of two (2) parking spaces shall be provided with at least one (1) space in a single car attached or detached garage or carport. Such garage or carport shall not be removed or altered in any way that would prohibit its use for automobile storage nor shall the required number of on-site parking spaces be reduced. This requirement shall not apply to previously existing mobile home parks which were in operation on July 1, 1984, and which have continued in operation without abandonment or closure for six (6) months or more, and which mobile home parks do not comply with one (1) or more of the dimensional requirements set forth in this article.~~

~~(3) A minimum roof pitch of three to twelve (3:12) for the main roof only, excluding flat, mansard or dome roofs or additions to the main roof.~~

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

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction,

such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 18th day of November 2025.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of December 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PLANNING BOARD STAFF REPORT

Land Development Code (LDC) Amendment Design Standards

PLANNING BOARD DATE:	October 9, 2025
TENTATIVE CITY COMMISSION DATES:	November 18, 2025 (1 st Reading) December 2, 2025 (2 nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	LDC 2025-202
SUBJECT:	Land Development Code amendment: Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code to amend building design standards to be consistent with Section 163.3202, Florida Statutes regarding residential building design elements.

SECTION 2, BACKGROUND: Section 163.3202(5)(a), Florida Statutes preempts the application of building design standards to single-family and two family dwelling units with several exceptions. The section states:

(5)(a) Land development regulations relating to building design elements may not be applied to a single-family or two-family dwelling unless:

1. The dwelling is listed in the National Register of Historic Places, as defined in s. 267.021(5); is located in a National Register Historic District; or is designated as a historic property or located in a historic district, under the terms of a local preservation ordinance;
2. The regulations are adopted in order to implement the National Flood Insurance Program;
3. The regulations are adopted pursuant to and in compliance with chapter 553;
4. The dwelling is located in a community redevelopment area, as defined in s. 163.340(10);

5. The regulations are required to ensure protection of coastal wildlife in compliance with s. 161.052, s. 161.053, s. 161.0531, s. 161.085, s. 161.163, or chapter 373;
6. The dwelling is located in a planned unit development or master planned community created pursuant to a local ordinance, resolution, or other final action approved by the local governing body before July 1, 2023; or
7. The dwelling is located within the jurisdiction of a local government that has a design review board or an architectural review board created before January 1, 2020.

Section 2-42 of the Land Development Code contains residential design standards that may not be enforced based on Section 163.3202, Florida Statutes. The Land Development Code amendment seeks to delete the existing residential design standards inconsistent with the Florida Statutes section.

SECTION 3, ANALYSIS: The purpose of the Land Development Code amendment is to delete the residential building design standards that are not consistent with the Florida Statutes section. The underlined text is an addition to the original text, and the ~~strike-through~~ text represents the deleted text of the amendment.

Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards

Sec. 2-42. Design Supplemental residential standards.

- (a) ~~Single family dwelling exterior infill standards.~~ It is the intent of this section to provide minimum design guidelines for infill single-family units to include manufactured housing so as to ensure harmony and similarity in exterior appearance with established single-family dwellings which have been constructed under these and other lawful regulations on adjacent lots in the same residential district. The following design standards shall be used in determining similarity in appearance for the infill construction of single-family dwellings and manufactured housing:
 - (1) ~~Minimum dimension of main body.~~ Minimum dimension of the main body of a dwelling unit shall not be less than twenty feet (20'), as measured across the narrowest portion. This is not intended to prohibit the offsetting of portions of the home;
 - (2) ~~Minimum roof pitch; minimum roof overhang; roofing materials.~~ Minimum pitch of the main roof shall be not less than three feet (3') of rise for each twelve feet (12') of horizontal run and minimum roof overhang shall be one foot (1'). In cases where housing generally has been constructed in adjacent or nearby locations with lesser roof pitches and/or roof overhangs of less than one foot (1'), then the proposed infill dwelling may have less roof pitch and overhang. In general, any roofing material other than a built-up composition roof may be used.
 - (3) ~~Exterior finish; light reflection.~~ When siding is proposed, all siding shall be nonreflective and shall be installed from the foundation up to the eaves.
 - (4) ~~Permanent foundations required in residential districts.~~ No dwelling shall be placed or occupied for residential use on a site in a residential district without a foundation that is similar in appearance to foundations of homes built on adjacent or nearby sites. All homes shall be placed on permanent foundations.

- (5) *Site orientation.* Dwelling units shall be placed on lots in such a manner as to be compatible with and reasonably similar in orientation to existing housing which has been constructed in the neighborhood.
- (6) *(b) Garages, carports in residential neighborhood.* All dwellings shall be required to be provided with a garage and/or carport compatible with and similar to garages and/or carports constructed in the neighborhood.
- ~~(7) *Infill compatibility with nearby housing.* Dwellings shall be compared to existing housing in the neighborhood within the same zoning district. Approval for a dwelling shall not be granted unless it is found that the proposed infill unit is substantially similar in size, siding, material, roof pitch, roof material, foundation and general appearance to existing housing in the neighborhood in the same zoning district.~~
- ~~(b) *Building orientation.* Buildings shall in all cases orient their facades toward the front yard as defined in article I of this chapter. However, buildings on lots having frontage on two (2) or more streets shall provide a finished wall toward all streets. No accessory operation, other than parking, where permitted, shall occur between said wall and the street.~~
- (c) *Multiple structures.*
 - (1) In any single-family residential district, no more than one (1) principal structure housing a permitted principal use shall be erected on a single lot.
 - ~~(2) In all other districts, a development project having more than one (1) principal structure may not be subdivided without the prior approval of the city commission, following review and recommendation by the site plan review committee. No such approval shall be given unless, after the division, all principal structures and lots comply with all requirements of the ordinance from which this Land Development Code is derived, including, but not limited to, building setbacks, required yards, buffer areas and other dimensional requirements.~~
 - ~~(3) Whenever a site plan includes either multiple structures on a single parcel, or multiple parcels under one (1) site development plan, the applicants shall record a unity of title agreement for each parcel included in the site plan which will prohibit its division except in accordance with this section.~~
- ~~(d) *Single family detached residences and planned manufactured home communities.* Detached single family residences and new manufactured homes within planned manufactured home communities, shall conform to the following standards provided that existing single family detached structures which do not meet these requirements shall not be subject to the nonconforming provisions of article V of this chapter:~~
 - ~~(1) A minimum offset of at least two feet (2') in that part of the house facing a street. A house on a corner lot shall be required to have only one (1) offset.~~
 - ~~(2) A minimum of two (2) parking spaces shall be provided with at least one (1) space in a single car attached or detached garage or carport. Such garage or carport shall not be removed or altered in any way that would prohibit its use for automobile storage nor shall the required number of on-site parking spaces be~~

~~reduced. This requirement shall not apply to previously existing mobile home parks which were in operation on July 1, 1984, and which have continued in operation without abandonment or closure for six (6) months or more, and which mobile home parks do not comply with one (1) or more of the dimensional requirements set forth in this article.~~

- ~~(3) A minimum roof pitch of three to twelve (3:12) for the main roof only, excluding flat, mansard or dome roofs or additions to the main roof.~~

The proposed amendment deletes a majority of the section and maintains three (3) standards:

1. Site orientation for the structure.
2. Garage and carport requirement.
3. No more than one (1) principal structure permitted per lot.

SECTION 4, CONCLUSION:

Section 1-15(e) of the Land Development Code requires certain criteria that must be evaluated before the adoption of a Land Development Code amendment when making their recommendation, as follows:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

No development is proposed as part of the proposed amendment. This is an administrative amendment to amend building design standards to be consistent with Section 163.3202, Florida Statutes. The amendment will not create undue crowding beyond the conditions normally permitted in the zoning district, nor will it adversely affect public health, safety, welfare, or quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands. This is an administrative amendment to amend building design standards to be consistent with Section 163.3202, Florida Statutes.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

This is an administrative amendment to amend building design standards to be consistent with Section 163.3202, Florida Statutes. The proposed amendment would not have a negative impact on public facilities.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

There is no development proposed as part of the proposed amendment. This is an administrative amendment to amend building design standards to be consistent with Section 163.3202, Florida Statutes.

- 8. The proposed development provides for the safety of occupants and visitors.**

There is no development proposed as part of the proposed amendment. This is an administrative amendment to amend building design standards to be consistent with Section 163.3202, Florida Statutes.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

There is no development proposed as part of the proposed amendment. This is an administrative amendment to amend building design standards to be consistent with Section 163.3202, Florida Statutes.

- 10. The testimony provided at public hearings.**

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: It is recommended that the Planning Board **APPROVE** a Land Development Code amendment for Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, as provided below:

Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards

Sec. 2-42. Design Supplemental residential standards.

- (a) ~~Single family dwelling exterior infill standards.~~ It is the intent of this section to provide minimum design guidelines for infill single family units to include manufactured housing so as to ensure harmony and similarity in exterior appearance with established single family dwellings which have been constructed under these and other lawful regulations on adjacent lots in the same residential district. The following design standards shall be used in determining similarity in appearance for the infill construction of single family dwellings and manufactured housing:
- (1) ~~Minimum dimension of main body.~~ Minimum dimension of the main body of a dwelling unit shall not be less than twenty feet (20'), as measured across the narrowest portion. This is not intended to prohibit the offsetting of portions of the home;
 - (2) ~~Minimum roof pitch; minimum roof overhang; roofing materials.~~ Minimum pitch of the main roof shall be not less than three feet (3') of rise for each twelve feet (12') of horizontal run and minimum roof overhang shall be one foot (1'). In cases where housing generally has been constructed in adjacent or nearby locations with lesser roof pitches and/or roof overhangs of less than one foot (1'), then the proposed infill dwelling may have less roof pitch and overhang. In general, any roofing material other than a built up composition roof may be used.
 - (3) ~~Exterior finish; light reflection.~~ When siding is proposed, all siding shall be nonreflective and shall be installed from the foundation up to the eaves.
 - (4) ~~Permanent foundations required in residential districts.~~ No dwelling shall be placed or occupied for residential use on a site in a residential district without a foundation that is similar in appearance to foundations of homes built on adjacent or nearby sites. All homes shall be placed on permanent foundations.
 - (5) *Site orientation.* Dwelling units shall be placed on lots in such a manner as to be compatible with and reasonably similar in orientation to existing housing which has been constructed in the neighborhood.
 - (6) (b) *Garages, carports in residential neighborhood.* All dwellings shall be required to be provided with a garage and/or carport compatible with and similar to garages and/or carports constructed in the neighborhood.
 - (7) ~~Infill compatibility with nearby housing.~~ Dwellings shall be compared to existing housing in the neighborhood within the same zoning district. Approval for a dwelling shall not be granted unless it is found that the proposed infill unit is substantially similar in size, siding, material, roof pitch, roof material, foundation

~~and general appearance to existing housing in the neighborhood in the same zoning district.~~

- (b) ~~*Building orientation.*~~ Buildings shall in all cases orient their facades toward the front yard as defined in article I of this chapter. However, buildings on lots having frontage on two (2) or more streets shall provide a finished wall toward all streets. No accessory operation, other than parking, where permitted, shall occur between said wall and the street.
- (c) ~~*Multiple structures.*~~
- (1) In any single-family residential district, no more than one (1) principal structure housing a permitted principal use shall be erected on a single lot.
 - (2) In all other districts, a development project having more than one (1) principal structure may not be subdivided without the prior approval of the city commission, following review and recommendation by the site plan review committee. No such approval shall be given unless, after the division, all principal structures and lots comply with all requirements of the ordinance from which this Land Development Code is derived, including, but not limited to, building setbacks, required yards, buffer areas and other dimensional requirements.
 - (3) Whenever a site plan includes either multiple structures on a single parcel, or multiple parcels under one (1) site development plan, the applicants shall record a unity of title agreement for each parcel included in the site plan which will prohibit its division except in accordance with this section.
- (d) ~~*Single family detached residences and planned manufactured home communities.*~~ Detached single family residences and new manufactured homes within planned manufactured home communities, shall conform to the following standards provided that existing single family detached structures which do not meet these requirements shall not be subject to the nonconforming provisions of article V of this chapter:
- (1) A minimum offset of at least two feet (2') in that part of the house facing a street. A house on a corner lot shall be required to have only one (1) offset.
 - (2) A minimum of two (2) parking spaces shall be provided with at least one (1) space in a single car attached or detached garage or carport. Such garage or carport shall not be removed or altered in any way that would prohibit its use for automobile storage nor shall the required number of on-site parking spaces be reduced. This requirement shall not apply to previously existing mobile home parks which were in operation on July 1, 1984, and which have continued in operation without abandonment or closure for six (6) months or more, and which mobile home parks do not comply with one (1) or more of the dimensional requirements set forth in this article.
 - (3) A minimum roof pitch of three to twelve (3:12) for the main roof only, excluding flat, mansard or dome roofs or additions to the main roof.

ATTACHMENT 1: Section 163.3202, Florida Statutes

Select Year: 2025 

The 2025 Florida Statutes

Title XI	Chapter 163	View Entire Chapter
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	INTERGOVERNMENTAL PROGRAMS	

163.3202 Land development regulations.—

(1) Within 1 year after submission of its comprehensive plan or revised comprehensive plan for review pursuant to s. [163.3191](#), each county and each municipality shall adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan.

(2) Local land development regulations shall contain specific and detailed provisions necessary or desirable to implement the adopted comprehensive plan and shall at a minimum:

- (a) Regulate the subdivision of land.
- (b) Regulate the use of land and water for those land use categories included in the land use element and ensure the compatibility of adjacent uses and provide for open space.
- (c) Provide for protection of potable water wellfields.
- (d) Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management.
- (e) Ensure the protection of environmentally sensitive lands designated in the comprehensive plan.
- (f) Regulate signage.
- (g) Provide that public facilities and services meet or exceed the standards established in the capital improvements element required by s. [163.3177](#) and are available when needed for the development, or that development orders and permits are conditioned on the availability of these public facilities and services necessary to serve the proposed development. A local government may not issue a development order or permit that results in a reduction in the level of services for the affected public facilities below the level of services provided in the local government's comprehensive plan.
- (h) Ensure safe and convenient onsite traffic flow, considering needed vehicle parking.
- (i) Maintain the existing density of residential properties or recreational vehicle parks if the properties are intended for residential use and are located in the unincorporated areas that have sufficient infrastructure, as determined by a local governing authority, and are not located within a coastal high-hazard area under s. [163.3178](#).
- (j) Incorporate preexisting development orders identified pursuant to s. [163.3167](#)(3).

(3) This section shall be construed to encourage the use of innovative land development regulations which include provisions such as transfer of development rights, incentive and inclusionary zoning, planned unit development, impact fees, and performance zoning. These and all other such regulations shall be combined and compiled into a single land development code for the jurisdiction. A general zoning code shall not be required if a local government's adopted land development regulations meet the requirements of this section.

(4) The state land planning agency may require a local government to submit one or more land development regulations if it has reasonable grounds to believe that a local government has totally failed to adopt any one or more of the land development regulations required by this section. Once the state land planning agency determines after review and consultation with local government whether the local government has adopted regulations required by this section, the state land planning agency shall notify the local government in writing within 30 calendar days after receipt of the regulations from the local government. If the state land planning agency determines that the local government has failed to adopt regulations required by this section, it may institute an

action in circuit court to require adoption of these regulations. This action shall not review compliance of adopted regulations with this section or consistency with locally adopted plans.

(5)(a) Land development regulations relating to building design elements may not be applied to a single-family or two-family dwelling unless:

1. The dwelling is listed in the National Register of Historic Places, as defined in s. [267.021\(5\)](#); is located in a National Register Historic District; or is designated as a historic property or located in a historic district, under the terms of a local preservation ordinance;
2. The regulations are adopted in order to implement the National Flood Insurance Program;
3. The regulations are adopted pursuant to and in compliance with chapter 553;
4. The dwelling is located in a community redevelopment area, as defined in s. [163.340\(10\)](#);
5. The regulations are required to ensure protection of coastal wildlife in compliance with s. [161.052](#), s. [161.053](#), s. [161.0531](#), s. [161.085](#), s. [161.163](#), or chapter 373;
6. The dwelling is located in a planned unit development or master planned community created pursuant to a local ordinance, resolution, or other final action approved by the local governing body before July 1, 2023; or
7. The dwelling is located within the jurisdiction of a local government that has a design review board or an architectural review board created before January 1, 2020.

(b) For purposes of this subsection, the term:

1. “Building design elements” means the external building color; the type or style of exterior cladding material; the style or material of roof structures or porches; the exterior nonstructural architectural ornamentation; the location or architectural styling of windows or doors; the location or orientation of the garage; the number and type of rooms; and the interior layout of rooms. The term does not include the height, bulk, orientation, or location of a dwelling on a zoning lot; or the use of buffering or screening to minimize potential adverse physical or visual impacts or to protect the privacy of neighbors.

2. “Planned unit development” or “master planned community” means an area of land that is planned and developed as a single entity or in approved stages with uses and structures substantially related to the character of the entire development, or a self-contained development in which the subdivision and zoning controls are applied to the project as a whole rather than to individual lots.

(c) This subsection does not affect the validity or enforceability of private covenants or other contractual agreements relating to building design elements.

(6) Land development regulations relating to any characteristic of development other than use, or intensity or density of use, do not apply to Florida College System institutions as defined in s. [1000.21\(5\)](#).

(7) The state land planning agency shall adopt rules for review and schedules for adoption of land development regulations.

History.—s. 14, ch. 85-55; s. 12, ch. 86-191; s. 14, ch. 93-206; s. 7, ch. 95-322; s. 6, ch. 96-416; s. 5, ch. 98-146; s. 20, ch. 2009-96; s. 188, ch. 2010-102; s. 6, ch. 2011-4; s. 6, ch. 2011-15; s. 1, ch. 2014-218; s. 6, ch. 2019-165; s. 1, ch. 2021-201; s. 3, ch. 2023-31; s. 3, ch. 2023-115; s. 11, ch. 2024-2.

Planning Board minutes from October 9, 2025

ITEM:

PZ-2025-202

Design Standards, Section 2-42
Land Development Code Amendment

Recommended for Approval (7-0)

time he was on the security control and walked around the property and only noticed a little water when there were heavy rains that puddled in the parking lot. The retention pond to the south is dry most of the time, he said.

Chairman Thomas concluded with comments on fencing types and said that he feels that white vinyl-fences get discolored and are not as sturdy, and there have been differences of opinion regarding the costs of masonry walls but has not voted against a project because of vinyl fencing.

Mr. Galloway inquired about thoughts on wrought-iron fencing instead. Chairman Thomas responded that he favors concrete block with stucco, but that he is not overly concerned with this application due to the intense vegetation between the residents.

Mr. Railsback motioned to approve PZ-2025-129, First United Methodist Church, Special Exception. Mr. Scudiero seconded it. Vote was called, and the motion was approved (7-0).

B. PZ-2025-202, Design Standards, Section 2-42, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, explained the application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements. He continued that Section 2-42 contains residential design standards for single-family homes, Section 163.3202 Florida Statutes preempts building design standards for single-family structures and expressed how amendments make this section consistent with Florida Statutes.

Board Questions

Mr. Jorczak asked if community changes already evaluated and implemented for the City of Ormond Beach, can remain due to past board efforts. Mr. Spraker replied that the LDC must be consistent with state statutes. He further explained that in a Planned Development architectural standards can be negotiated but how design standards cannot be applied on a single-family property.

Mr. Scudiero motioned to approve PZ-2025-202, Design Standards, Section 2-42, Land Development Code Amendment, to be consistent with state statutes. Mr. Railsback seconded it. Vote was called, and the motion was approved (7-0).

C. PZ-2025-203, Detached Garages, Section 2-50, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, explained the application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code (LDC) to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code (LDC) to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-35

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-42, DESIGN STANDARDS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO AMEND BUILDING DESIGN STANDARDS TO BE CONSISTENT WITH SECTION 163.3202, FLORIDA STATUTES REGARDING RESIDENTIAL BUILDING DESIGN ELEMENTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

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

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

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

This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements.

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

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

None. This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements.

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

None. This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements.

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

None. This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements.

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

None. This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements.

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

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

No business impacts proposed. The item was advertised in newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	9.B.
Section	PUBLIC HEARINGS	Category	Public Hearing - Ordinances
Subject	Land Development Code Amendment - Section 2-50(o), Detached Garages		
Recommended Action	The Planning Board has recommended APPROVAL of the Land Development Code amendments for (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words to amend the definition for principal structure, and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure. Key points of the amendments include:

1. The amendment expands the definition of principal structure.
2. The square-foot allowance for properties 1.99 acres and less remains unchanged.
3. The City Commission's direction did not specify the maximum allowance for the detached garage structure. If there is a desire for a percentage other than 100% of the principal structure for the detached garage for lots properties (2) acres and greater, an amendment would be needed.

4. Sheds that are over 150 square feet are classified as garages within the Land Development Code and are required to meet the regulations of Section 2-50(o) of the Land Development Code.
5. Carports are a hard-roof structure with unenclosed walls and are permitted under a separate subsection of Section 2-50 of the Land Development Code and do not have size requirements.
6. Properties in large lot residential zoning districts, REA, Rural Estate and Agriculture, and SR, Suburban Residential, with five (5) acres or greater, are allowed agricultural uses, and accessory structures used for agricultural purposes. These structures are not governed under Section 2-50(o) of the Land Development Code.

The Land Development Code amendment was reviewed at the Planning Board meeting on October 9, 2025, and was recommended for approval with a 5-2 vote.

Financial Impact

None

Citizen Impact

This item is based upon the City Commission's direction to allow properties over 2 acres the ability for more square footage for detached garages. The regulations would remain unchanged for properties 1.99 acres or less. For properties that are greater than 2 acres, the detached garage can be up to the same square footage as the principal structure. No negative citizen impacts are anticipated.

Attachments

1. 25- 36 Planning LDC Amendments, Section 1-22, Definitions (principal structure), and Section 2-50, Accessory Uses (garages) P25-0157G
2. 10.09.2025, Section 2-50, Detached Garages, PB Staff Report
3. 10.09.2025, Draft Planning Board minutes, Section 2-50
4. Ordinance BIE, LDC Amendment, Section 2-50

ORDINANCE NO. 2025-36

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO AMEND THE PRINCIPAL STRUCTURE DEFINITION AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (O) GARAGES, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO AMEND THE MAXIMUM SIZE OF DETACHED GARAGES ALLOWED FOR PROPERTIES TWO (2) ACRES OR GREATER IN SIZE TO ONE HUNDRED PERCENT (100%) OF THE TOTAL SQUARE-FOOTAGE OF THE PRINCIPAL STRUCTURE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is an administrative request to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the City of Ormond Beach *Land Development Code* to amend the principal structure definition and Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o) of the City of Ormond Beach *Land Development Code* to amend the maximum size of detached garages allowed for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure; and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 9, 2025 on the requested amendment and has made recommendations thereon to the City Commission; and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with; and

WHEREAS, for the purposes of this Ordinance, underlined type constitute additions to the original text and ~~striketrough~~ shall constitute deletions to the original text; and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare; now therefore,

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

SECTION ONE. Section 1-22, Definition of terms and words, of Article III, Definitions and Acronyms, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code*, is hereby amended to the following:

*Primary wellfield protection zone *** No change to existing text****

Principal structure means any structure that is occupied by a principal use as defined in this Land Development Code. The principal structure shall include all square footage enclosed by four (4) walls, including the garage. The principal structure area shall not include screen porches or patios.

*Principal use *** No change to balance of existing text****

SECTION TWO. Section 2-50, Accessory Uses, Subsection (o), Garages, of Article III, General Regulations, of Chapter 2, District and General Regulations of the City of Ormond Beach *Land Development Code*, is hereby amended to the following:

(o) Garages. All single-family residences are required to have a garage or carport structure. No garage may be enclosed for additional living area unless an additional garage or carport is constructed or presently exists on the subject property.

(1) *Attached garages.* *** *No change to existing text****

(2) *Detached garages.* Detached garages are permitted in residential zoning districts under the following conditions:

a. Maximum size of detached garage:

1. Properties 1.99 acres and less: The detached garage may not exceed fifty percent (50%) of the total square footage of the principal structure.

2. Properties 2.00 acres and larger: The detached garage may not exceed one hundred percent (100%) of the total square footage of the principal structure.

b. The building setbacks of the detached garage shall conform to the principal building setbacks of the zoning district.

c. Garages that provide an accessory apartment shall be required to meet all the requirements contained in subsection (b) of this section.

d. Architectural standards. *** *No change to existing text****

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

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction,

such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 18th day of November 2025.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of December 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PLANNING BOARD STAFF REPORT

Land Development Code (LDC) Amendment Detached Garages

PLANNING BOARD DATE:	October 9, 2025
TENTATIVE CITY COMMISSION DATES:	November 18, 2025 (1 st Reading) December 2, 2025 (2 nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ-2025-000203
SUBJECT:	Land Development Code amendments: Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; and Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, Subsection (o), Garages
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an application for an administrative amendment to **(1)** Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and **(2)** Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

SECTION 2, BACKGROUND: Section 2-50(o) of the Land Development Code contains the regulations for detached garages within residential zoning districts. At the August 3, 2025 City Commission meeting, Commissioner Briley requested an amendment to the detached garage regulations to allow for larger detached garages on properties over two (2) acres based upon the larger parcel size. The City Commission concurred with the requested Land Development Code amendment and directed staff to draft an amendment.

Section 2-50(o) of the Land Development Code contains a maximum size allowance of fifty (50%) percent of the total square footage of the principal structure. The percentage

limitation was developed in the early 2000s as the city experienced the development of garages that were larger than the principal single-family structures. The principal structure is calculated as the total square footage of the house that has four walls, including the air-conditioned living space and garages. Open screen rooms and patios do not count towards the overall square footage of the principal structure for the square footage calculations for detached garages. Section 2-50(o) of the Land Development Code also requires that detached garages meet principal building setbacks.

SECTION 3, ANALYSIS: The purpose of the Land Development Code amendment is to (1) better define the term principal structure and (2) allow larger detached garage structures on properties two (2) acres and greater. The underlined text is an addition to the original text, and the ~~strike-through~~ text represents the deleted text of the amendment.

Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words

*Primary wellfield protection zone *** No change to existing text****

Principal structure means any structure that is occupied by a principal use as defined in this Land Development Code. The principal structure shall include all square footage enclosed by four (4) walls, including the garage. The principal structure area shall not include screen porches or patios.

*Principal use... *** No change to balance of existing text****

Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages

(o) *Garages.* All single-family residences are required to have a garage or carport structure. No garage may be enclosed for additional living area unless an additional garage or carport is constructed or presently exists on the subject property.

(1) *Attached garages.* *** No change to existing text***

(2) *Detached garages.* Detached garages are permitted in residential zoning districts under the following conditions:

a. Maximum size of detached garage:

1. Properties 1.99 acres and less: The detached garage may not exceed fifty percent (50%) of the total square footage of the principal structure.

2. Properties 2.00 acres and larger: The detached garage may not exceed one hundred percent (100%) of the total square footage of the principal structure.

b. The building setbacks of the detached garage shall conform to the principal building setbacks of the zoning district.

c. Garages that provide an accessory apartment shall be required to meet all the requirements contained in subsection (b) of this section.

d. Architectural standards. *** No change to existing text***

Key points of the amendments include:

1. The amendment expands the definition of principal structure.
2. The square-foot allowance for properties 1.99 acres and less remains unchanged.
3. The City Commission direction did not specify the maximum allowance of the detached garage structure. If there is a desire for a percentage other than 100% of the principal structure for the detached garage for lots properties (2) acres and greater, an amendment would be needed.
4. Sheds that are over 150 square feet are classified as garages within the Land Development Code and are required to meet the regulations of Section 2-50(o) of the Land Development Code.
5. Carports are a hard-roof structure with unenclosed walls and are permitted under a separate subsection of Section 2-50 of the Land Development Code and do not have size requirements.
6. Properties in large lot residential zoning districts, REA, Rural Estate and Agriculture and SR, Suburban Residential, with five (5) acres or greater, are allowed agricultural uses, and accessory structures used for agricultural purposes. These structures are not governed under Section 2-50(o) of the Land Development Code.

SECTION 4, CONCLUSION:

Section 1-15(e) of the Land Development Code requires certain criteria that must be evaluated before the adoption of a Land Development Code amendment when making their recommendation, as follows:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

No development is proposed as part of the proposed amendment. This is an administrative amendment to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure. The amendment also expands the definition of principal structure. The amendment will not create undue crowding beyond the conditions normally permitted in the zoning district, nor will it adversely affect public health, safety, welfare, or quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

This proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands. This is an administrative amendment to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure. Any accessory structures will require a building permit and be reviewed for Building and Land Development Code compliance at time of permit review.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The proposed Land Development Code amendment does not approve any site-specific development and will not have any impact on surrounding properties.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

This is an administrative amendment to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure. The proposed amendment would not have a negative impact on public facilities.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

There is no development proposed as part of the proposed amendment. This is an administrative amendment to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure. The amendment also expands the definition of principal structure.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed as part of the proposed amendment. This is an administrative amendment to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed as part of the proposed amendment. This is an administrative amendment to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure. The amendment also expands the definition of principal structure.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: The City Commission has requested a review of detached garages on properties that are two (2) acres or greater. It is recommended that the Planning Board provide a recommendation for a Land Development Code amendment for **(1)** Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words to amend the definition for principal structure, and **(2)** Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure as provided below:

Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words

*Primary wellfield protection zone *** No change to existing text****

Principal structure means any structure that is occupied by a principal use as defined in this Land Development Code. The principal structure shall include all square footage enclosed by four (4) walls, including the garage. The principal structure area shall not include screen porches or patios.

*Principal use *** No change to balance of existing text****

Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Garages

- (o) *Garages.* All single-family residences are required to have a garage or carport structure. No garage may be enclosed for additional living area unless an additional garage or carport is constructed or presently exists on the subject property.

-
- (1) *Attached garages. *** No change to existing text****
- (2) *Detached garages.* Detached garages are permitted in residential zoning districts under the following conditions:
- a. Maximum size of detached garage:
 - 1. Properties 1.99 acres and less: The detached garage may not exceed fifty percent (50%) of the total square footage of the principal structure.
 - 2. Properties 2.00 acres and larger: The detached garage may not exceed one hundred percent (100%) of the total square footage of the principal structure.
 - b. The building setbacks of the detached garage shall conform to the principal building setbacks of the zoning district.
 - c. Garages that provide an accessory apartment shall be required to meet all the requirements contained in subsection (b) of this section.
 - d. Architectural standards. **** No change to existing text****

Planning Board minutes from October 9, 2025

ITEM:

PZ-2025-203

Detached Garages, Section 2-50
Land Development Code Amendment

Recommended for Approval (5-2)

time he was on the security control and walked around the property and only noticed a little water when there were heavy rains that puddled in the parking lot. The retention pond to the south is dry most of the time, he said.

Chairman Thomas concluded with comments on fencing types and said that he feels that white vinyl-fences get discolored and are not as sturdy, and there have been differences of opinion regarding the costs of masonry walls but has not voted against a project because of vinyl fencing.

Mr. Galloway inquired about thoughts on wrought-iron fencing instead. Chairman Thomas responded that he favors concrete block with stucco, but that he is not overly concerned with this application due to the intense vegetation between the residents.

Mr. Railsback motioned to approve PZ-2025-129, First United Methodist Church, Special Exception. Mr. Scudiero seconded it. Vote was called, and the motion was approved (7-0).

B. PZ-2025-202, Design Standards, Section 2-42, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, explained the application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements. He continued that Section 2-42 contains residential design standards for single-family homes, Section 163.3202 Florida Statutes preempts building design standards for single-family structures and expressed how amendments make this section consistent with Florida Statutes.

Board Questions

Mr. Jorczak asked if community changes already evaluated and implemented for the City of Ormond Beach, can remain due to past board efforts. Mr. Spraker replied that the LDC must be consistent with state statutes. He further explained that in a Planned Development architectural standards can be negotiated but how design standards cannot be applied on a single-family property.

Mr. Scudiero motioned to approve PZ-2025-202, Design Standards, Section 2-42, Land Development Code Amendment, to be consistent with state statutes. Mr. Railsback seconded it. Vote was called, and the motion was approved (7-0).

C. PZ-2025-203, Detached Garages, Section 2-50, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, explained the application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code (LDC) to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code (LDC) to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

Mr. Spraker stated that there is a City Commission directive for an LDC amendment to look at how properties are treated with having two acres and greater related to a detached garage. The current LDC limits detached garages to fifty percent (50%) of the principal building. An example was given with a 2,000-square-foot principal house, you could have a 1,000-square-foot-detached garage. If a property owner has two acres or greater in any residential zoning district, the detached garage could be up to 100 percent the square footage of the principal residence. Example; 2,000-square-foot house is allowed a 2,000-square-foot garage if the property is two acres or greater.

Mr. Spraker stated that the genesis of the detached garage standards came out in the early 2000's when the garages were noticeably bigger than single-family houses. The argument for this amendment is if someone has a larger property, they should be able to have a larger detached garage.

Mr. Spraker added that City Commission did not give a percentage, therefore if one hundred percent (100%) is not agreed upon, it can be amended by the Board. He mentioned that in the agricultural REA zoning district, they are able to have barns and accessory structures related to agricultural uses, which are not bound by detached garages, different than the subject at hand.

Board Questions

Mr. Galloway asked if he had one hundred acres and was in an agricultural zoning district, if he could build the largest barn that he wanted. Mr. Spraker confirmed that is correct and would have to have agricultural zoning and have a function justifying the agricultural use. If in the REA zoning district, which allows agricultural uses, accessory structures are allowed that are needed to serve that type of property, not bound by the detached garage limitation.

Chairman Thomas asked the restrictions on a two-acre of non-developable lot, located along the Halifax or Tomoka River, backed up to a conservation area with a limited setback line, with a 4,000-square-foot home on it, can put a 2,000-square-foot garage. Mr. Spraker replied that wetlands could be included in the property acreage and if the structure could not physically fit on the property, a variance would have to be sought or would have to put a structure on it that fits into the property. He added that a 4,000-square-foot garage could be built in this example.

Mr. Gentry remarked that he would be more comfortable with leaving it at the fifty percent (50%).

Mr. Galloway delivered examples, referencing how some people may want to build smaller houses or downsize, with 2-3-4-car garages and have more land for recreational equipment and vehicles, and some that are moving to acreage, out of a 3,700-square-foot house, moving into a 2,200-2,250-square-foot house where they have 4- car garages and store their RV equipment offsite. He added some may have garages larger than their house because of all of their toys.

Mr. Gentry commented that if it were still at fifty percent (50%), they could ask for a Special Exception.

Mr. Spraker confirmed that it is not a dimensional standard that the Board of Adjustments and Appeals can waive. The only way to alter the fifty percent (50%) regulation is through this Land Development Code process. He added that a Land

Development Code amendment is not a hardship-based application. It has to be an LDC amendment versus a variance.

Mr. Galloway inquired about detached garages, connected by a covered walkway, if it counted as a detached garage, and how the city considers it. Mr. Spraker answered that it is not attached unless there are four walls that encompass both buildings. A covered walkway is a detached structure as far as square-footage.

Chairman Thomas brought it back up to the Board for discussion and entertained a motion.

Mr. Railsback motioned to approve PZ-2025-203, Detached Garages, Section 2-50, Land Development Code Amendment. Ms. Shull seconded it. Vote was called, and the motion was approved, with Mr. Gentry and Mr. Galloway in opposition (5-2).

Chairman Thomas brought it back up to the Board for discussion.

Board discussion ensued on the topic.

It was confirmed that the item and motion is in reference to any property that is over two acres or greater, and that for any properties 1.99 or less than two acres, the percentage would be fifty percent (50%) of the total square footage of the principal structure.

Mr. Scudiero remarked that he would like to stick with what is presented and implement the proposed changes, as the motion was made. He added that if it were to ever get to the point where a five- or ten-acre property owner wants a garage two or three times the size of the principal structure, that it could happen and it could be revisited then.

VIII. PUBLIC COMMENTS

In response to an inquiry by Mr. Jorczak, Sergeant Josh DeLong, Ormond Beach Police Department, commented on the U.S. Highway 1 and Granada Boulevard traffic light timing issue and explained that the Ormond Beach Police Department is also looking into it with the Volusia County Traffic Engineering Department. It is a controller issue within the traffic control box, according to Sergeant DeLong. Another concern is the intersection at S. Halifax Drive and Granada Boulevard/State Road 40, with the same issue. It was further discussed amongst the Board and Sergeant DeLong that Tymber Creek is also having similar issues with the timing cycles.

Commission Harold Briley spoke on the traffic light timing signal issues and explained the loop systems short-cycling problems.

IX. OTHER BUSINESS

A. 2026 Planning Board Calendar

Mr. Spraker brought attention to the 2026 Planning Board calendar, pointing out that there is no July meeting planned and inquiring if the Board is interested in moving January and February 2026 meeting dates. The January meeting fell on January 8th, and it was offered to move due to the holidays. The February 12th meeting falls on Daytona Beach Race Week.

January 15th was suggested for the January meeting date revision.



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-36

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO AMEND THE PRINCIPAL STRUCTURE DEFINITION AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (O) GARAGES, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO AMEND THE MAXIMUM SIZE OF DETACHED GARAGES ALLOWED FOR PROPERTIES TWO (2) ACRES OR GREATER IN SIZE TO ONE HUNDRED PERCENT (100%) OF THE TOTAL SQUARE-FOOTAGE OF THE PRINCIPAL STRUCTURE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

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

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

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

This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

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

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

None. This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

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

None. This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

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

None. This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

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

None. This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

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

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

No business impacts proposed. The item was advertised in newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	9.C.
Section	PUBLIC HEARINGS	Category	Public Hearing - Resolution
Subject	First United Methodist Church Special Exception		
Recommended Action	The Planning Board has recommended APPROVAL of the requested Special Exception application to demolish the existing building and construct a new 20,341 square foot building with associated site improvements at 336 South Halifax Drive, contingent on addressing outstanding comments from the Site Plan Review Committee and approving the wall waiver and building setback reductions.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is a request by Cobb Cole Law Firm, on behalf of the property owner, First United Methodist Church, Inc., for a Special Exception to allow for demolition of the existing gathering building and allow for construction of a new gathering building with associated site improvements.

The Special Exception request includes three items: 1) Wall waiver requirement, 2) Building setback requirements, and 3) Overall development plan approval for the House of Worship. The subject property is a total of approximately 5.24 acres located at 336 South Halifax Drive.

The original House of Worship was approved as a Conditional Use Permit in 1993 with Resolution 93-38 and would be replaced with the current Special Exception application. The property has a zoning designation of R-2, Single-Family Low Density.

The Special Exception application was reviewed at the Planning Board meeting on October 9, 2025, and was recommended for approval with a unanimous 7-0 vote.

Financial Impact

None

Citizen Impact

The project held a neighborhood meeting and underwent review by the Planning Board. Key discussion points included the stormwater design and the perimeter fencing. The project seeks to replace an aging building with a new structure that will be located further from the residential area, providing additional landscaping buffers and perimeter fencing.

Attachments

1. 25-187 Planning - 336 South Halifax Drive - First United Methodist Gathering Building (P25-0155G)
2. Development Order FUMC
3. Exhibit A, FUMC Legal Description
4. Exhibit B, SPRC Comments
5. Exhibit C, Conditions, FUMC
6. Exhibit D. Fence Exhibit
7. Exhibit E, Site Plans, V2
8. 10.09.2025 FUMC SE PB Staff Report_Final
9. 10.09.2025, Draft Planning Board minutes, FUMC SE

RESOLUTION NO. 2025-187

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A SPECIAL EXCEPTION DEVELOPMENT ORDER FOR A HOUSE OF WORSHIP REGARDING “FIRST UNITED METHODIST CHURCH” LOCATED AT 336 SOUTH HALIFAX DRIVE WITHIN THE R-2, SINGLE-FAMILY LOW DENSITY ZONING DISTRICT TO ALLOW FOR THE DEMOLITION OF THE EXISTING GATHERING BUILDING AND CONSTRUCTION OF A NEW GATHERING BUILDING WITH ASSOCIATED SITE IMPROVEMENTS; THE REPEAL AND REPLACEMENT OF RESOLUTION 93-38 IN ITS ENTIRETY; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, First United Methodist Church of Ormond Beach, Incorporated, a Florida not-for-profit corporation (the “Applicant”) has applied for a Special Exception Development Order to demolish the existing southern gathering hall building, south parking lot, and covered breezeway, and construct a new two-story gathering building of approximately 23,311 square feet, reconfigure the southern parking lot, and complete all associated site improvements on that real property located at 336 South Halifax Drive, Ormond Beach, Florida 32176 (“the Property”), and

WHEREAS, by Resolution 93-38 the City Commission approved a development order for a Conditional Use Permit known as “First United Methodist Church” and authorized the execution for the construction of certain additions to the existing house of worship under certain conditions, and

WHEREAS, the said Resolution 93-38 shall be repealed and replaced in its entirety with the current Resolution and development order, and

WHEREAS, the said application is in compliance, with the provisions of the Ormond Beach *Land Development Code* (the “*Land Development Code*”) and the general laws of Florida, and

WHEREAS, the Planning Board held a public hearing on October 9, 2025, regarding this matter as required by Chapter 1, Article II, Section 1-15(c)(5), of the *Land Development Code* and provided a recommendation of the application, and

WHEREAS, the City Commission has duly held a public hearing on the application and has considered the testimony and evidence presented, and

WHEREAS, the City Commission has considered the following:

- (1) The report and recommendations of the Planning Board;
- (2) The report and recommendations of the Site Plan Review Committee; and
- (3) The comments of governmental agencies, utility corporations and individuals, as received, and
- (4) The testimony provided at public hearings, and

WHEREAS, based upon all of the foregoing and in consideration thereof, the City Commission finds that:

- (1) The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the

R-2, Single-Family Low Density zoning district or adversely affect the public health, safety, welfare or quality of life;

- (2) The proposed development is consistent with the *Comprehensive Plan*;
- (3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed development will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the development, including but not limited to, roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;
- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety;
- (7) The proposed development is functional in the use of space and aesthetically acceptable;

- (8) The proposed development provides for the safety of occupants and visitors;
- (9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

now therefore,

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

SECTION ONE. The above recitals are true and correct and are incorporated herein by reference.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Development Order for a Special Exception regarding the Property by authorizing demolition of the existing southern gathering hall building, south parking lot, and covered breezeway, and construct a new two-story gathering building of approximately 23,311 square feet, reconfigure the southern parking lot, and complete all associated site improvements on that real property located at 336 South Halifax Drive, Ormond Beach, Florida 32176, as described in the Special Exception Development Order, a copy of which is attached hereto and incorporated herein by reference.

SECTION THREE. Except as otherwise herein provided, all the conditions set forth with Resolution 93-38, shall be repealed and replaced in its entirety with this Resolution and Development Order.

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

APPROVED AND AUTHENTICATED this 18th day of November, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

IN RE:	Application of:	First United Methodist Church of Ormond Beach, Incorporated, a Florida not for profit corporation
	Application No.	PZ-2025-129
	Project Name:	“First United Methodist Church”
	Property Address:	336 South Halifax Drive, Ormond Beach, Florida 32176
	Parcel ID No.:	4223-18-00-0180

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on November 18, 2025, and the City Commission having considered those items as required by Section 1-18(b) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

- 1-

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of First United Methodist Church of Ormond Beach, Incorporated, a Florida not for profit corporation for a Special Exception to authorize demolition of the existing southern gathering hall building, south parking lot, and covered breezeway, and construct a new two-story gathering building of approximately 23,311 square feet, reconfigure the southern parking lot, and complete all associated site improvements on that real property located at 336 South Halifax Drive, Ormond Beach, Florida 32176, as described and depicted on Exhibit “A” attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of the *Land Development Code* shall be complied with at all times;

2. The outstanding comments from the Site Plan Review Committee list in Exhibit “B” shall be satisfied;

3. Full and complete compliance with the Special Exception Conditions attached as Exhibit “C”;

4. Full and complete compliance with the Wall Exhibit attached as Exhibit “D”;

5. Full and complete compliance with the Site Plans attached as Exhibit “E”;

B. No material change shall be made to the final plans attached as Exhibit “D” and Exhibit “E” and incorporated herein by reference for this Special Exception without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval of this Special Exception Development Order.

C. All site construction activity shall be performed in strict compliance with the terms and conditions of this Special Exception, and of the Land Development Code.

D. If the final plan approval lapses under the provisions of Section 1-14(3)(c) of the *Land Development Code* before the Special Exception permit can be established, a new application for a Special Exception Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

E. In the event the use of the land approved by this Special Exception Development Order is abandoned for a period of two (2) years before any permit has been issued hereunder this Special Exception Development Order shall automatically become void, and a new application for a Special Exception Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

F. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating if the Special Exception is not in compliance with Section 1-14, or with the conditions provided in Exhibit "C" of the Special Exception Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

G. In the event a building permit has not been issued within twenty-four (24) months, which date shall be November 18, 2027, then this Special Exception Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(3), of the *Land Development Code*. If a building or site engineering permit is issued on or before November 18, 2027 the project shall be vested.

H. This Special Exception Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of First United Methodist Church of Ormond Beach, Incorporated, a Florida not for profit corporation and shall be binding upon First United Methodist Church of Ormond Beach, Incorporated, a Florida not for profit corporation, its successors and assigns, and shall run with the real property described and depicted in Exhibit "A" attached hereto and incorporated herein by reference. (Parcel ID No.: 4223-18-00-0180).

ORDERED this 18th day of November, 2025.

**CITY COMMISSION
CITY OF ORMOND BEACH**, a Florida
municipal corporation

(CITY SEAL)

By: _____
JASON LESLIE
Mayor

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"

LEGAL DESCRIPTION

From A.A. Wilbert Jr., Land Surveying, Inc. dated August 6, 2024
336 South Halifax Avenue – Parcel ID: 4223-18-00-0180

LEGAL DESCRIPTION (Provided by Client)

Lot 7, East Coast Mortgage & Investment Co. of Lot 4, Assessor's Lower Ormond Beach, according to the map or plat thereof as recorded in Plat Book 7, Page 84, Public Records of Volusia County, Florida.

Also

Lot 10 and the Northerly 40 feet of Lot 9, East Coast Mortgage & Investment Co. of Lot 4, Assessor's Lower Ormond Beach, according to the map or plat thereof as recorded in Plat Book 7, Page 84, Public Records of Volusia County, Florida.

Also

The Easterly 205 feet of that part of Lot 3, lying Westerly of Halifax Drive, Assessor's Lower Ormond Beach, according to the map or plat thereof as recorded in Plat Book 3, Page 78, Public Records of Volusia County, Florida.

Also

The Southerly 100 feet of the Easterly 205 feet, lying Westerly of Halifax Drive, of Lot 2, Assessor's Lower Ormond Beach, according to the map or plat thereof as recorded in Plat Book 3, Page 78, Public Records of Volusia County, Florida.

Also

The Easterly 426 feet of the Southerly 228 feet of the Northerly 400 feet of that part of Lot 2 lying Westerly of Halifax Drive, Assessor's Lower Ormond Beach, according to the map or plat thereof as recorded in Plat Book 3, Page 78, Public Records of Volusia County, Florida.

Also

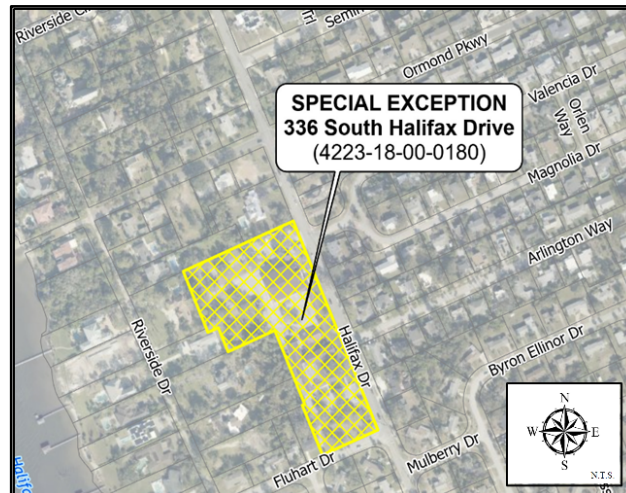
The Westerly 181 feet of the Easterly 386 feet of the Northerly 90 feet of the Southerly 100 feet of Lot 2, lying Westerly of Halifax Drive, Assessor's Lower Ormond Beach, according to the map or plat thereof as recorded in Plat Book 3, Page 78, Public Records of Volusia County, Florida.

Also

Lot Eight (8), and the Southerly Twenty (20) feet of Lot Nine (9), Subdivision of Lot Four (4), of Assessor's Lower Ormond Beach lying West of Halifax Drive, according to map in Map Book 7, Page 84, of the Public Records of Volusia County, Florida.

Subject to an Easement for radius at Southeast Corner of Lot 8, being 18.9 feet West of the Southeast corner and 14.7 feet North of Southeast corner, with a 66.6 foot radius per Deed Book 428, Page 315, Public Records of Volusia County, Florida.

Map of Area



PARCEL ID:	4223-18-00-0180
OWNER:	FIRST UNITED METHODIST CHURCH OF ORMOND BEACH, INC., A FLORIDA NOT FOR PROFIT CORPORATION
APPLICANT:	FIRST UNITED METHODIST CHURCH OF ORMOND BEACH, INC., A FLORIDA NOT FOR PROFIT CORPORATION
SPECIAL EXCEPTION ADDRESS:	336 SOUTH HALIFAX DRIVE, ORMOND BEACH, FLORIDA 32176

Site Plan Review Committee Outstanding Comments

September 16, 2025

eReview Session for SPRC Review v.3

FILES: 21183 HGL Calculations (08-13-25).pdf
 21183 Stormwater Calculations (08-13-25).pdf
 21183003 OB RAI 7.23.25.pdf
 21183-First United Methodist Church-Landscape Plans (01-17-25)_v1.pdf
 91-3538 BNDY, TOPO, TREES SHEET 1 S & S MAY 18-23.pdf
 91-3538 BNDY, TOPO, TREES SHEET 2 MAY 18-23.pdf
 First United Methodist-FFE correspondence.pdf
 FIRST UNITED_ARCH PLANS & ELEVS_12.13.24_v1.pdf
 House of Worship Special Exception.pdf
 Other-Site Plan Application-Signed-2025-01-17_v1.pdf
 Site Lighting.pdf
 Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf

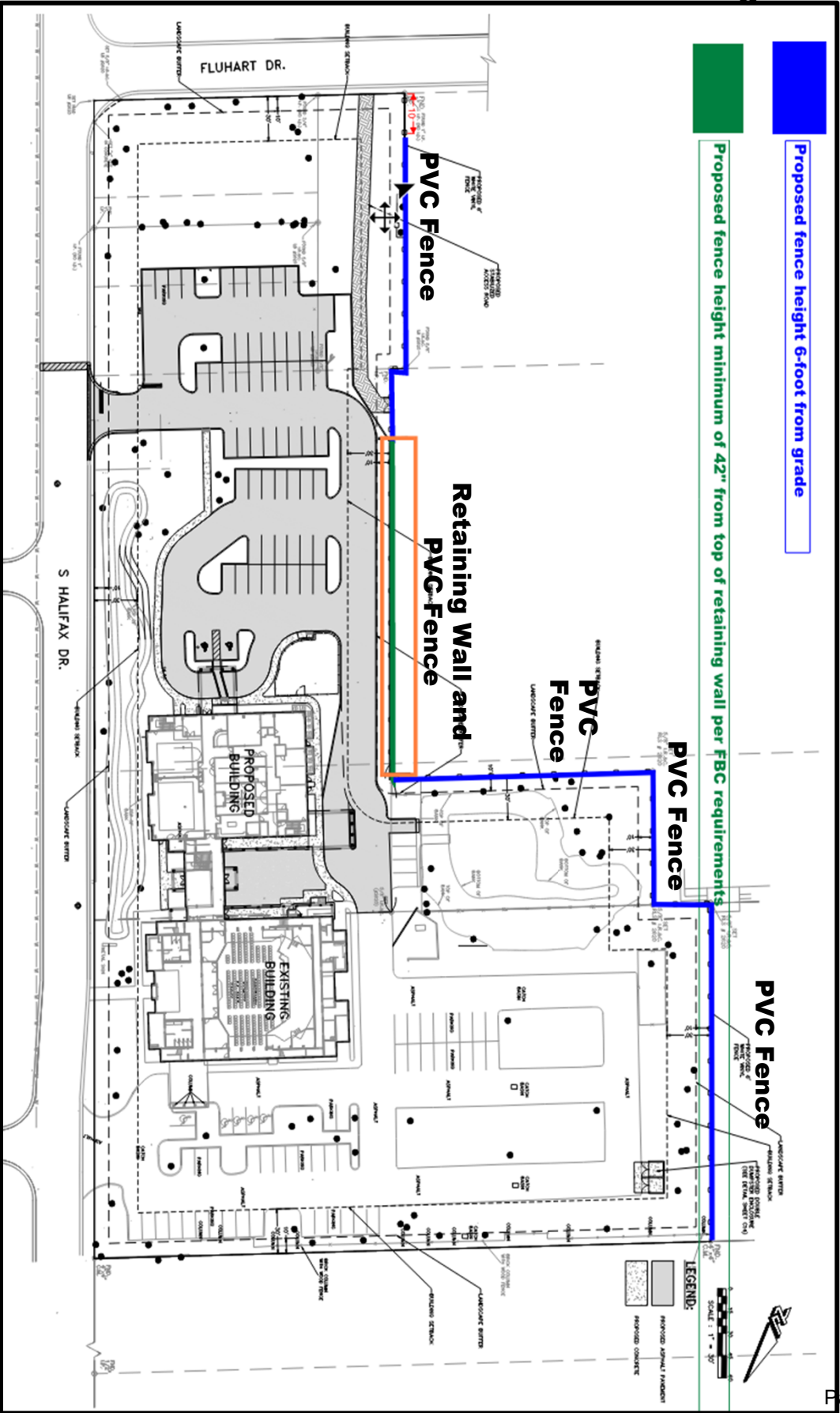
REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Steven Spraker	Planning, Note: I did not see a letter of authorization in the project file authorizing Cobb Cole to be the applicant. Please provide letter of authorization from the property owner authorizing representation.	09/06/2025 9:40 am	Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf	1
Steven Spraker	Planning: A SPRC determination meeting will be held at 9:00 am on Wednesday, September 24, 2025 in Room 103 of the Ormond beach City Hall. The SPRC will make recommendations for the public hearing process on (1) setback reduction, (2) wall waiver request, and overall site plan.	09/06/2025 9:43 am	Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf	1
Steven Spraker	Planning, note: Final SPRC approval would occur after the public hearing process.	09/06/2025 9:45 am	Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf	1
Steven Spraker	Planning: The applicant is required to perform site posting for the October 9, 2025 Planning Board meeting on or before September 25, 2025. Please see the site posting information in the attachments and contact Sarah Motes with any questions.	09/06/2025 9:46 am	Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf	1
Steven Spraker	Planning Note: prior to building demolition, please contact Jason Weidenmiller (Jason.Weidenmiller@ormondbeach.org) to schedule a walk through the building to be demolished to perform a count of the existing water and sewer fixtures for connection fee credits.	09/06/2025 9:47 am	Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf	5
Sarah.Motes	Informational only: I am not seeing a detail of what the house shield looks like on the lighting dimensional details. This will be required prior to final SPRC approval	09/08/2025 12:40 pm	Site Lighting.pdf	1
Sarah.Motes	On sheet C7 I see the proposed building setback of 32.98' but do not see the setback to the side PL for the existing building. Please add with next submittal.	09/08/2025 12:53 pm	21183003 OB RAI 7.23.25.pdf	3
Sarah.Motes	Please add setbacks from existing building to side P/L to match SE request.	09/08/2025 12:54 pm	Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf	7
Sarah.Motes	I do not see where this note was added to Sheet C7.	09/08/2025 12:57 pm	21183003 OB RAI 7.23.25.pdf	3
Sarah.Motes	I saw the reference note but I am not seeing a detail of what the house shield looks like on the lighting dimensional details. This will be required prior to final SPRC approval	09/08/2025 2:00 pm	21183003 OB RAI 7.23.25.pdf	2

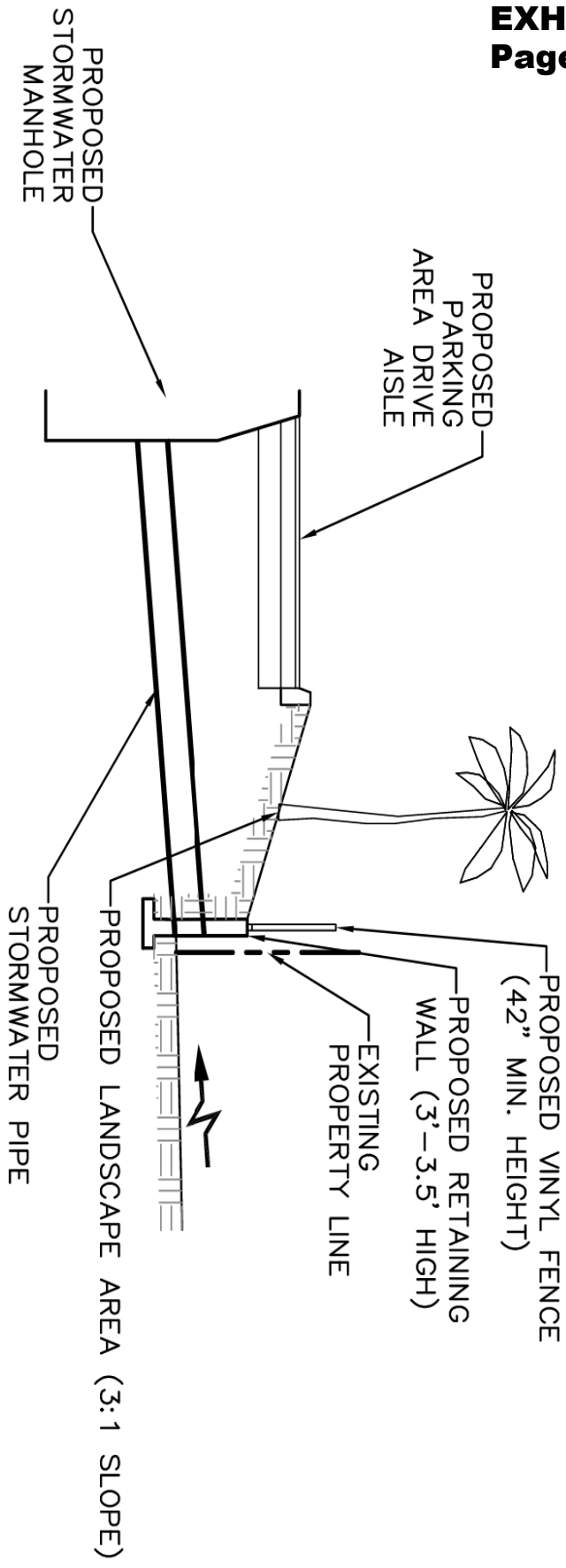
EXHIBIT “C”

336 South Halifax Drive, First United Methodist Church Special Exception Conditions

1. **Resolution 93-38.** Resolution 93-38 is deleted in its entirety.
2. **Project size.** Total project size is approximately 5.24 acres. The project area for the new building and associated site work is approximately 0.53 acres or 23,311 square feet.
3. **Building size.** The building size shown on the site plan is a two-story building with a total of 20,341 square feet.
4. **Parking.** The project proposes 59 on-site parking spaces in addition to the existing 58 paved and 97 unpaved parking spaces making a total of 214 parking spaces. The parking calculation for a House of Worship is based on the principal place of assembly, and the project will exceed the required parking calculations.
5. **Architectural elevations.** The architectural elevations of the proposed building are included in Exhibit “E”. The proposed building will match the Mediterranean architectural style of the existing building.
6. **Landscape Plan.** The proposed project will keep approximately 1.65 acres of the site as landscaping or open space. Exhibit “D” provides a landscape betterment plan and a landscape plan. All landscaping shall be maintained consistent with the landscape plans in Exhibit “E”.
7. **Buffer Wall waiver.** Section 2-50(n)(14)(c) of the City’s Land Development Code (LDC) requires a 6-foot masonry buffer wall where a public/institutional use abuts a residential property unless waived by the Site Plan Review Committee. The Site Plan Review Committee recommended a 6-foot solid-style vinyl fence that is setback 10 feet from the Fluhart Drive right-of-way line, and combination wall and PVC fence where a retaining wall is needed will have a minimum of a 42” tall solid-style vinyl fence on top of the retaining wall. The remaining fence would be the 6-foot solid-style vinyl fence along the rear property line. The north side yard fencing would remain as it exists today. The buffer wall is shown in “Exhibit D” and shall at all times be complied with.
8. **Building setback reductions.** Section 2-57(37)(c) of the Land Development Code requires Houses of Worship to have a 100-foot rear and side yard setback requirement where it abuts a residential property. The applicant has requested a Special Exception to authorize a building setback requirement from the required 100-foot to a 32.98-foot for the proposed porte-cochere and 58.04-foot rear yard setback for the proposed building. Additionally, the existing building’s porte-cochere is setback approximately 99.7 feet from the north side property line and has been included in this request to make the structure a legally conforming structure.

Fence Exhibit





RETAINING WALL W/FENCE ON TOP TYPICAL SECTION

N.T.S

EXHIBIT "E"
Page 1 of 13

(386)677-3581

(386)677-2482

(386)676-9056

(386)677-2482

THIS PROJECT INCLUDES THE DEMOLITION OF THE EXISTING GATHERING BUILDING AND CONSTRUCTION OF A NEW BUILDING WITH ASSOCIATED PARKING AND UTILITIES.

PROJECT AREA:	5.24 AC
SITE ADDRESS:	336 S HALF AC DR, ORMOND BEACH, FL 32174

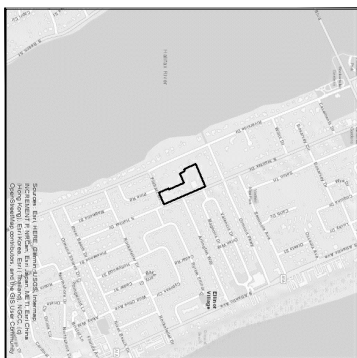
TAX PAYER, U.S. #	42318000160, 42318000170, 42320000060,
ESTIMATED ZONING	IND-2
ESTIMATED LAND USE	IND-2A
SEWERAGE	ON-GRD
SEWER	30 FT
SEWER	30 FT
ROADED LANDSCAPE BUFFERS:	
10 FT - ALONG S. HAZARD DR	
10 FT - ALONG HAZARD DR	
10 FT - ALONG ESTING RESIDENTIAL	
MAXIMUM BUILDING LOT COVERAGE	30%
MAXIMUM BUILDING HEIGHT	30 FT
UTILITIES	PROVIDED BY CITY OF CHANDLER BEACH

EXISTING CONDITIONS:		1. ACRES OF WETLANDS	2. ACRES OF WETLANDS
WETLAND AREA	0 AC	0%	

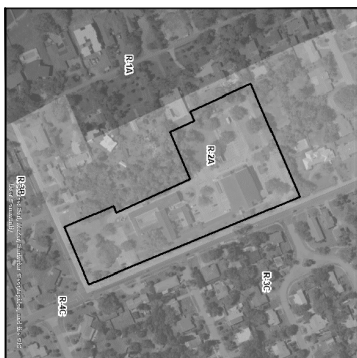
ITEM	QUANTITY	UNIT PRICE	TOTAL
GRAND AREA	5.24 AC.		100%
SITE AREAS			
EXISTING BULKHEADS			
EXISTING DRIVEWAY (3)	0.29 AC.		5.53%
EXISTING DRIVEWAY (2)	0.89 AC.		16.98%
EXISTING PAVEMENT	0.92 AC.		17.56%
EXISTING SIDEWALK	0.06 AC.		1.14%
PROPOSED SIDEWALK	0.17 AC.		3.24%
TOTAL DRIVEWAY/PAVEMENT AREAS	1.92 AC.		36.47%
TOTAL LANDSCAPE/OPEN SPACE	1.65 AC.		31.49%
TOTAL PAVEMENT	2.57 AC.		50.05%
TOTAL AREAS/US	2.57 AC.		49.05%

USE	PARKING REQUIREMENT	SEATS	REQUIREMENT
HOUSE OF WORSHIP	1 SPACE PER 5 SEATS	600	187
EXISTING PAVED PARKING SPACES		88	
EXISTING UNPAVED PARKING SPACES		97	
PROPOSED PAVED PARKING SPACES		59	
	TOTAL=	214	
MINIMUM PARKING REQUIRED:		7	
MINIMUM PARKING PROVIDED:		7	

****NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.****



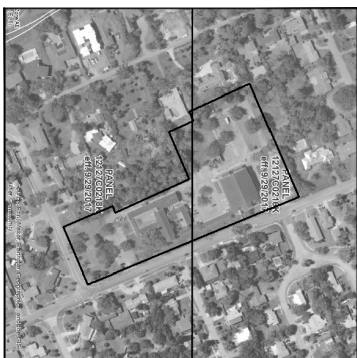
VICINITY MAP
SCALE: 1" = 1000'



ZONING MAP
SCALE: 1" = 200'
CURRENT ZONING FOR THIS SITE IS: R-22



SOILS MAP



FLOOD ZONE MAP

THE SITE LIES WITHIN THE FOLLOWING VOLUSA COUNTY SOIL CLASSIFICATIONS:
40 - PALM BEACH--URBAN LAND--PALCA COMPLEX, 0 TO 8 PERCENT SLOPES

THE PROPERTY LIES IN:
FLOOD ZONE X PER FEMA MAPS 12127C0216K & 12127C0218B

CONTACT PERSON: ANDREW WILBERT, R.L.S.
e-mail: wilbertsurveying@cfl.rr.com

CONTACT PERSON: JAKE STEHR, R.L.A.
e-mail: jstehr@zevcohen.com

e-mail: jstehrz@zevcohen.com

SHEET INDEX:

- | | |
|---------|--------------------------------------|
| C1 | COVER SHEET |
| C2-C3 | CONSTRUCTION NOTES |
| C5 | DEMOLITION & EROSION CONTROL PLAN |
| C6 | OVERALL DEVELOPMENT PLAN |
| C7 | GEOMETRY, SIGNAGE & STRIPING PLAN(S) |
| C8-C9 | PAVING, GRADING & DRAINAGE PLAN(S) |
| C10 | UTILITY PLAN(S) |
| C11-C14 | CONSTRUCTION DETAILS |

- TP1 TREE PROTECTION PLAN & DETAILS
LA1-LA4 LANDSCAPE PLAN & DETAILS

- 1-2 BOUNDARY, TOPOGRAPHIC, AND TREE SURVEY

LEGAL DESCRIPTION:

[illegible][illegible]

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



**FIRST UNITED METHODIST
CHURCH
FINAL ENGINEERING PLANS
COVER SHEET**

CITY OF ORMOND BEACH

VOLUSIA COUNTY, FLORIDA

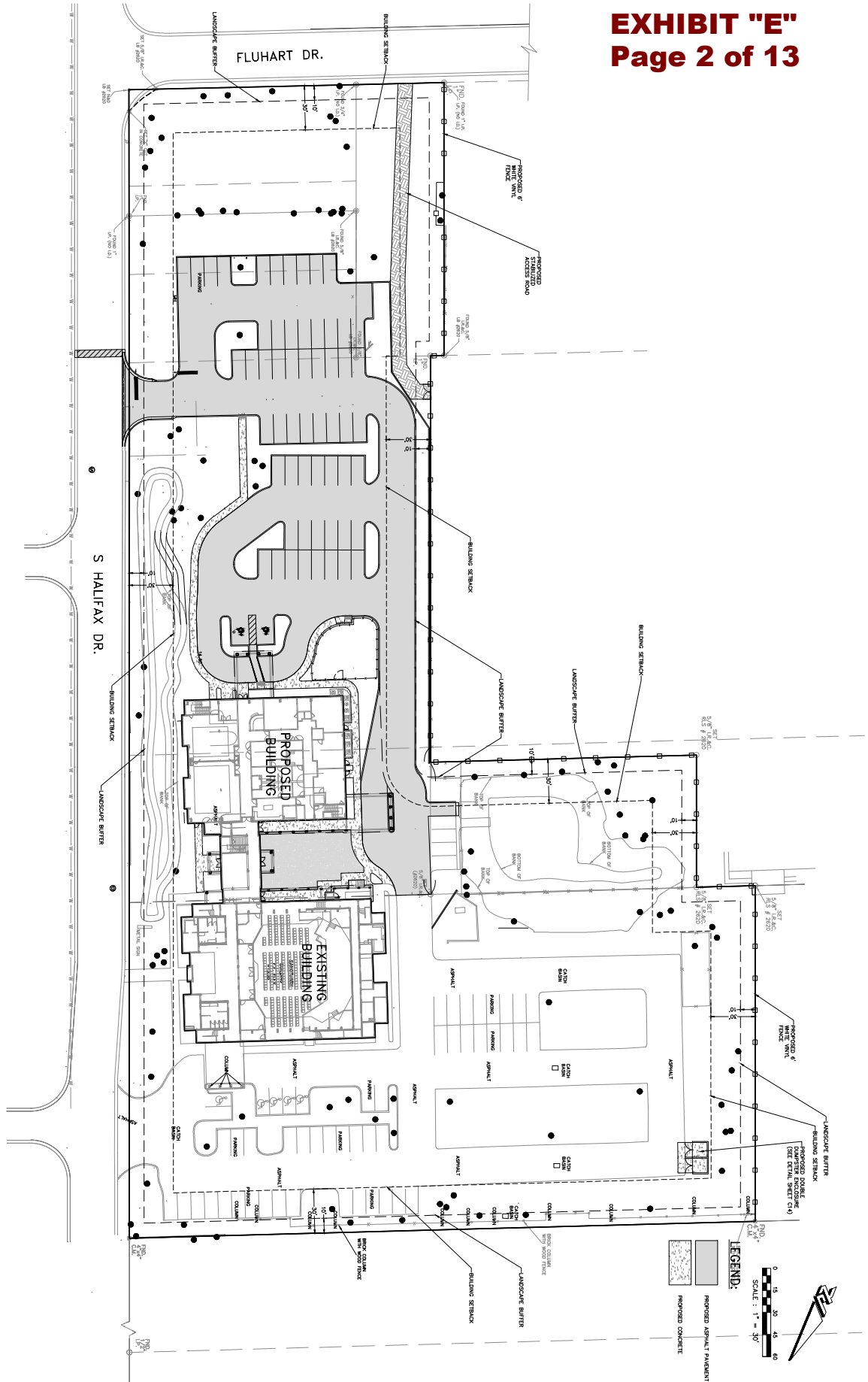
DESIGNED BY: SM

DRAFTED BY: SM

DRAINING FILE: 01_21181

— 10 —

EXHIBIT "E"
Page 2 of 13



REVISED 3-16-92 PER PHIL ROYAL (CMM)

FIRST UNITED

**FIRST UNITED METHODIST CHURCH
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN**

CITY OF ORMOND BEACH

VOLUNTEER COUNTY, FLORIDA

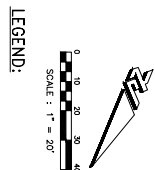
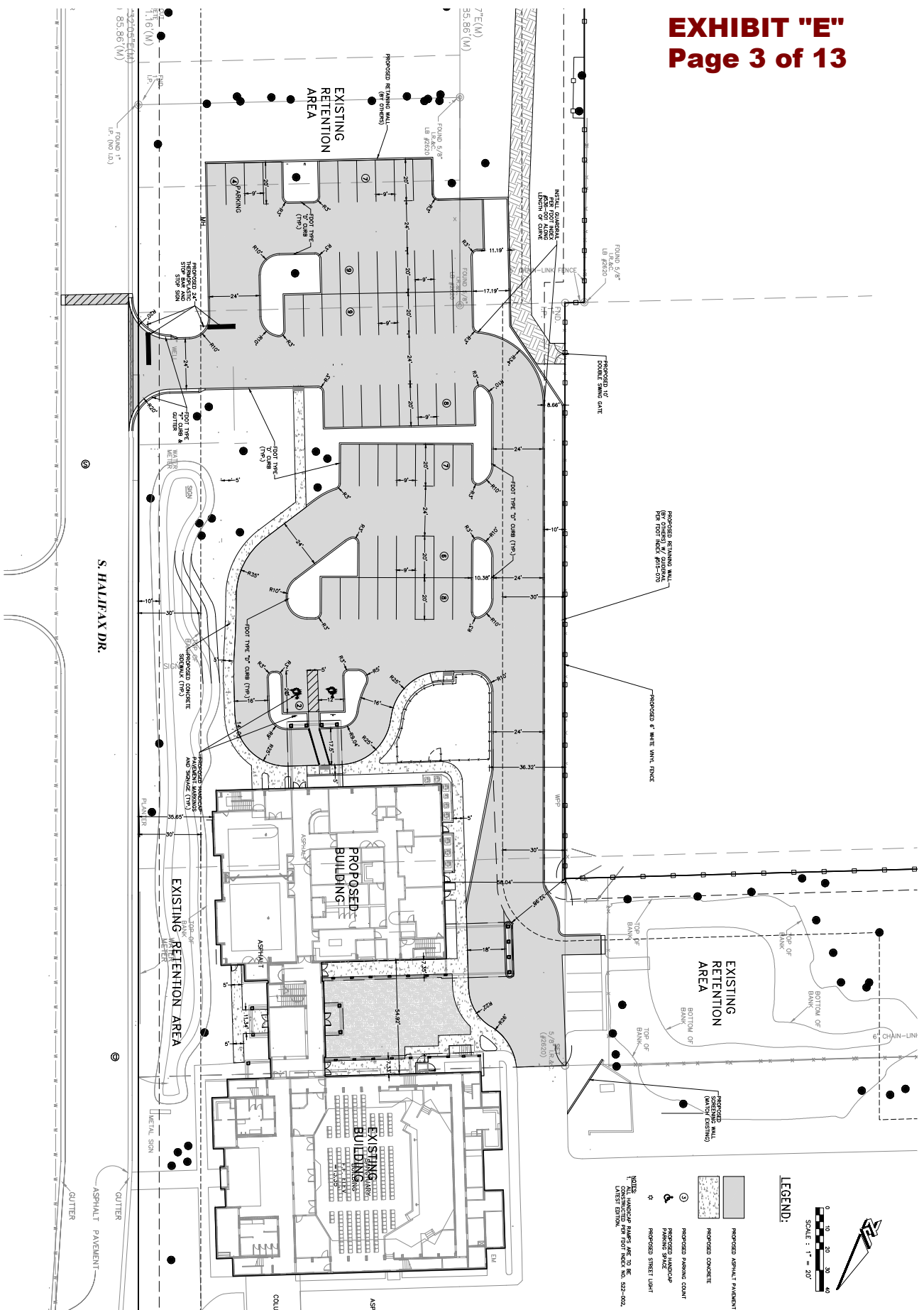
NO.	DATE	BY	SUBMITTALS (PREVIOUS)
1	10-20-20	SM	INITIAL SUBMITTAL TO CITY OF ORMOND BEACH & SURROUNDING
2	10-24-20	SM	REVISED PER SURROUNDING COMMENTS DATED 10-15-20
3	10-24-20	SM	REVISED PER CITY OF ORMOND BEACH & SURROUNDING COMMENTS
4	10-24-20	SM	REVISED PER CITY OF ORMOND BEACH & SURROUNDING COMMENTS
5	10-24-20	SM	REVISED PER CITY OF ORMOND BEACH & SURROUNDING COMMENTS

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



SHEET 06 OF 14

EXHIBIT "E"
Page 3 of 13



NOTES:

1. EXISTING RETAINING WALL TO BE REMOVED AND REPLACED WITH NEW RETAINING WALL.
2. EXISTING RETAINING WALL TO BE REMOVED AND REPLACED WITH NEW RETAINING WALL.
3. EXISTING RETAINING WALL TO BE REMOVED AND REPLACED WITH NEW RETAINING WALL.
4. EXISTING RETAINING WALL TO BE REMOVED AND REPLACED WITH NEW RETAINING WALL.
5. EXISTING RETAINING WALL TO BE REMOVED AND REPLACED WITH NEW RETAINING WALL.
6. EXISTING RETAINING WALL TO BE REMOVED AND REPLACED WITH NEW RETAINING WALL.
7. EXISTING RETAINING WALL TO BE REMOVED AND REPLACED WITH NEW RETAINING WALL.
8. EXISTING RETAINING WALL TO BE REMOVED AND REPLACED WITH NEW RETAINING WALL.
9. EXISTING RETAINING WALL TO BE REMOVED AND REPLACED WITH NEW RETAINING WALL.
10. EXISTING RETAINING WALL TO BE REMOVED AND REPLACED WITH NEW RETAINING WALL.

FIRST UNITED METHODIST CHURCH
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE, AND STRIPING PLAN

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	06-24-20	SM	INITIAL SUBMITTAL TO CITY OF ORMOND BEACH & SURROUNDING
2	06-24-20	SM	REVISED PER SURROUNDING COMMENTS DATED 06-11-20
3	06-24-20	SM	REVISED PER CITY OF ORMOND BEACH REVIEW COMMENTS
4	06-24-20	SM	REVISED PER CITY OF ORMOND BEACH REVIEW COMMENTS
5	06-24-20	SM	REVISED PER CITY OF ORMOND BEACH REVIEW COMMENTS

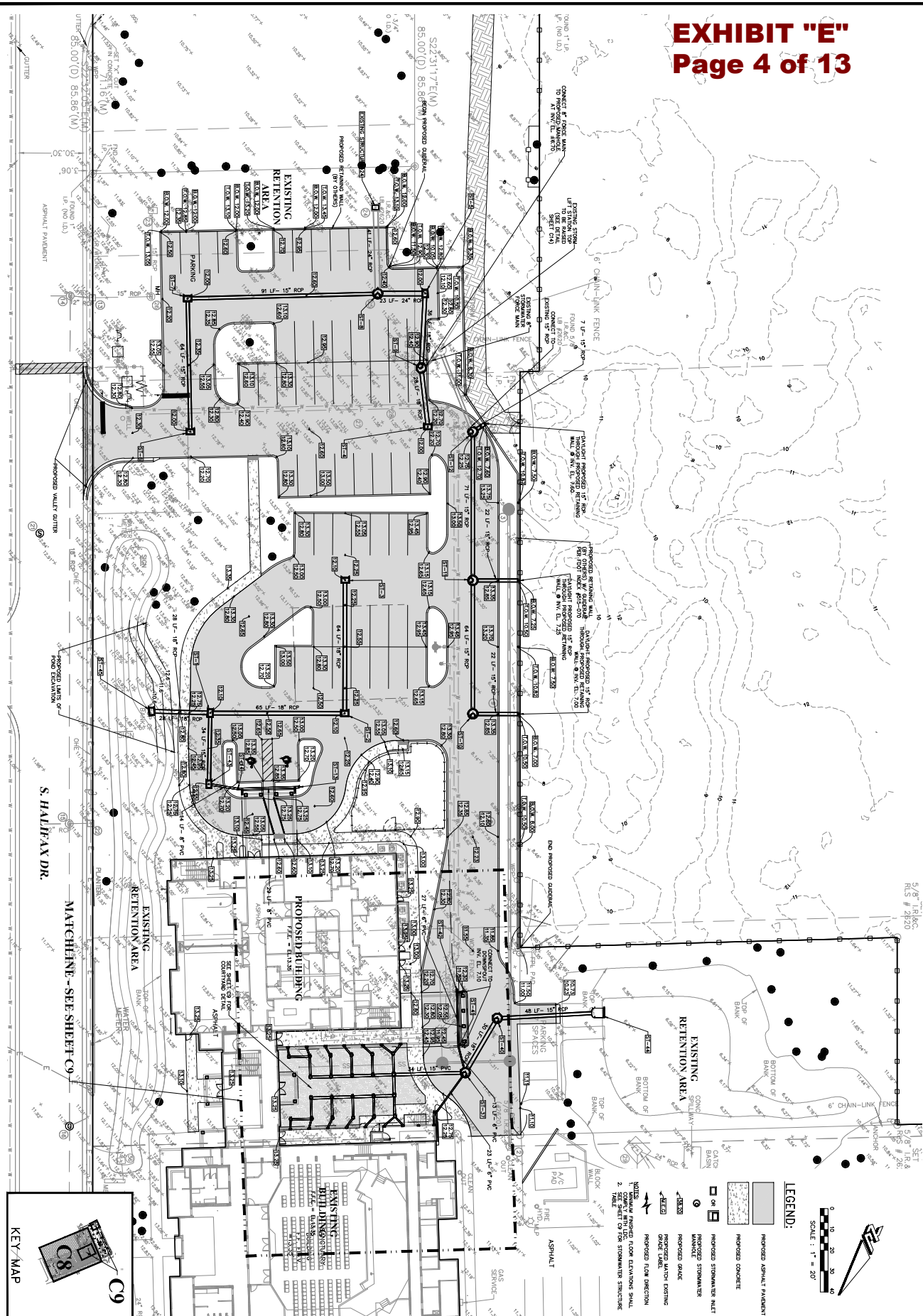
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN & ASSOCIATES, INC.
380 HUNTERSWOOD BLVD., SUITE 100
ORLANDO, FL 32804
WWW.ZEVCOHEN.COM

PROJECT NO. 22-2110
DESIGNED BY: SM
DRAWN BY: SM
CHECKED BY: J. HOSKINS
IN CHARGE: J. HOSKINS
DATE: 06/27/2025

SHEET C7 OF 14

EXHIBIT "E"
Page 4 of 13



KEY MAP

C8

C9

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STORMWATER NILET
- PROPOSED STORMWATER
- PROPOSED GRADE
- PROPOSED MATCH EXISTING
- PROPOSED FLOW DIRECTION
- PROPOSED FLOOR ELEVATIONS SHALL
- SEE SHEET C9 FOR STORMWATER STRUCTURE

NOTES:

1. MINIMUM FINISHED FLOOR ELEVATIONS SHALL
2. SEE SHEET C9 FOR STORMWATER STRUCTURE

REVISIONS:

NO.	DATE	BY	SUBMITTALS / PREVISIONS
1	01-24-2025	SM	REVIEWED PER CITY OF ORMOND BEACH & SURROUNDING
2	01-24-2025	SM	REVIEWED PER CITY OF ORMOND BEACH & SURROUNDING
3	01-24-2025	SM	REVIEWED PER CITY OF ORMOND BEACH & SURROUNDING
4	01-24-2025	SM	REVIEWED PER CITY OF ORMOND BEACH & SURROUNDING

FIRST UNITED METHODIST CHURCH
FINAL ENGINEERING PLANS
PAVING, GRADING, AND DRAINAGE PLAN

CITY OF ORMOND BEACH
VOLUNTEER COUNTY, FLORIDA

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEVE COHEN & ASSOCIATES, INC.
300 HUNTERWOOD BLVD., SUITE 100
ORMOND BEACH, FL 32136
WWW.ZEVECOHEN.COM

EXHIBIT "E"
Page 5 of 13

LEGEND

● EXISTING TREE TO REMAIN

○ DENOTES ROOT ZONE PROTECTION AREA REQUIRED

DYEING TIMES TO REMOVE (INCLUDING PLUGS)	69
PROCESSED 1/2 CUPPER THREADS (1 CORD)	29
PROCESSED 3" CUPPER THREADS (2 CORDS) 24 x 2 = 48	46
PROCESSED MULTITWISTED THREADS (2 CORDS) 19 x 2 = 38	36
PROCESSED PLUGS (311) 45/2 = 15 THREADS	15
TOTAL NUMBER OF THREADS DYEING PLUGS PROVIDED	139

[illegible]

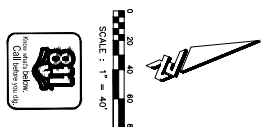
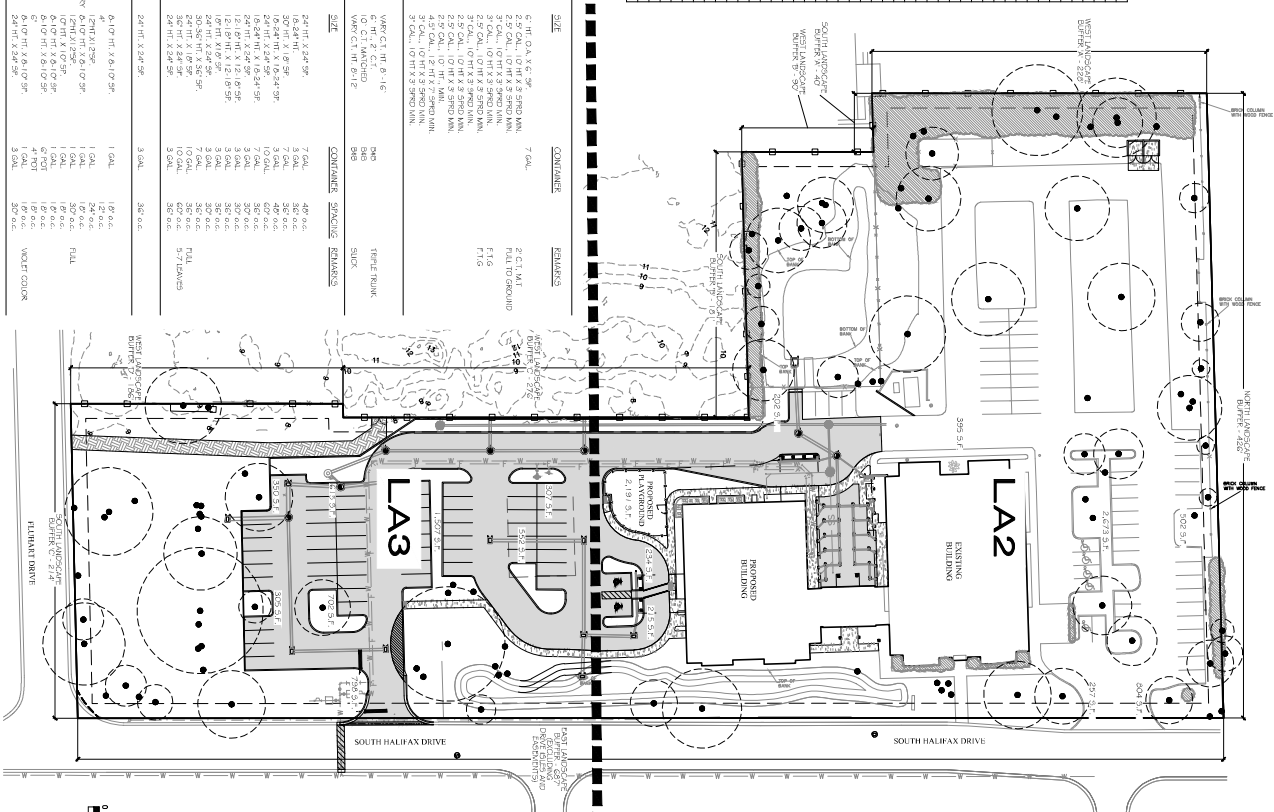
INTERIOR LANDSCAPE AREA REQUIRED	10%
INTERIOR PARKING AND DRIVE AREA	91,033 S.F.
INTERIOR LANDSCAPE REQUIRED (CALCULATION: 91,033 S.F. x 10% = 9,103 S.F.)	9,103 S.F.
INTERIOR LANDSCAPE AREA PROVIDED	12,107 S.F.

[illegible]

PLANT SCHEDULE

CODE	DATE	POLITICAL NAME	COMMON NAME	SIZE	CONTAINER	PLANT
1	2/1/82	BARBARA ANN WATKINS	SHARPLEAF YACHTS	2' tall, 10" x 5" spread	7 GAL.	P. I. M.
2	2/1/82	CONSTANCE ANN WATKINS	SHARPLEAF YACHTS	2' 5" tall, 10" x 5" spread	7 GAL.	PAID TO GROW
3	2/1/82	DAVID L. WATKINS	SHARPLEAF YACHTS	2' 5" tall, 10" x 5" spread	7 GAL.	PAID TO GROW
4	2/1/82	ELIZABETH ANN WATKINS	SHARPLEAF YACHTS	2' 5" tall, 10" x 5" spread	7 GAL.	PAID TO GROW
5	2/1/82	LESLIE ANN WATKINS	SHARPLEAF YACHTS	2' 5" tall, 10" x 5" spread	7 GAL.	PAID TO GROW
6	2/1/82	LYNN ANN WATKINS	SHARPLEAF YACHTS	2' 5" tall, 10" x 5" spread	7 GAL.	PAID TO GROW
7	2/1/82	MARION ANN WATKINS	SHARPLEAF YACHTS	2' 5" tall, 10" x 5" spread	7 GAL.	PAID TO GROW
8	2/1/82	MAURICE ANN WATKINS	SHARPLEAF YACHTS	2' 5" tall, 10" x 5" spread	7 GAL.	PAID TO GROW
9	2/1/82	PAUL ANN WATKINS	SHARPLEAF YACHTS	2' 5" tall, 10" x 5" spread	7 GAL.	PAID TO GROW
10	2/1/82	ROBERT ANN WATKINS	SHARPLEAF YACHTS	2' 5" tall, 10" x 5" spread	7 GAL.	PAID TO GROW
11	2/1/82	THOMAS ANN WATKINS	SHARPLEAF YACHTS	2' 5" tall, 10" x 5" spread	7 GAL.	PAID TO GROW
12	2/1/82	WILLIAM ANN WATKINS	SHARPLEAF YACHTS	2' 5" tall, 10" x 5" spread	7 GAL.	PAID TO GROW

PLANS	CODE	QTY	DESCRIPTION	UNIT	SIZE	CONTAINER	STAGING	MARKS
PLAN 1	1	1	CONCRETE	1	1	1	1	1
PLAN 2	2	2	CONCRETE	2	2	2	2	2
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PLAN 99	99	99	CONCRETE	99	99	99	99	99
PLAN 100	100	100	CONCRETE	100	100	100	100	100

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**FIRST UNITED METHODIST
CHURCH
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS**

CITY OF ORMOND BEACH

VOLUSIA COUNTY, FLORIDA

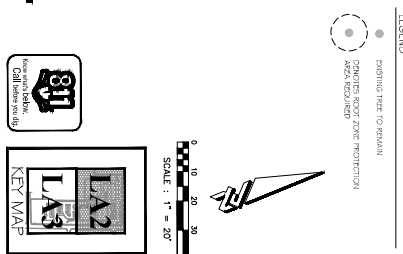
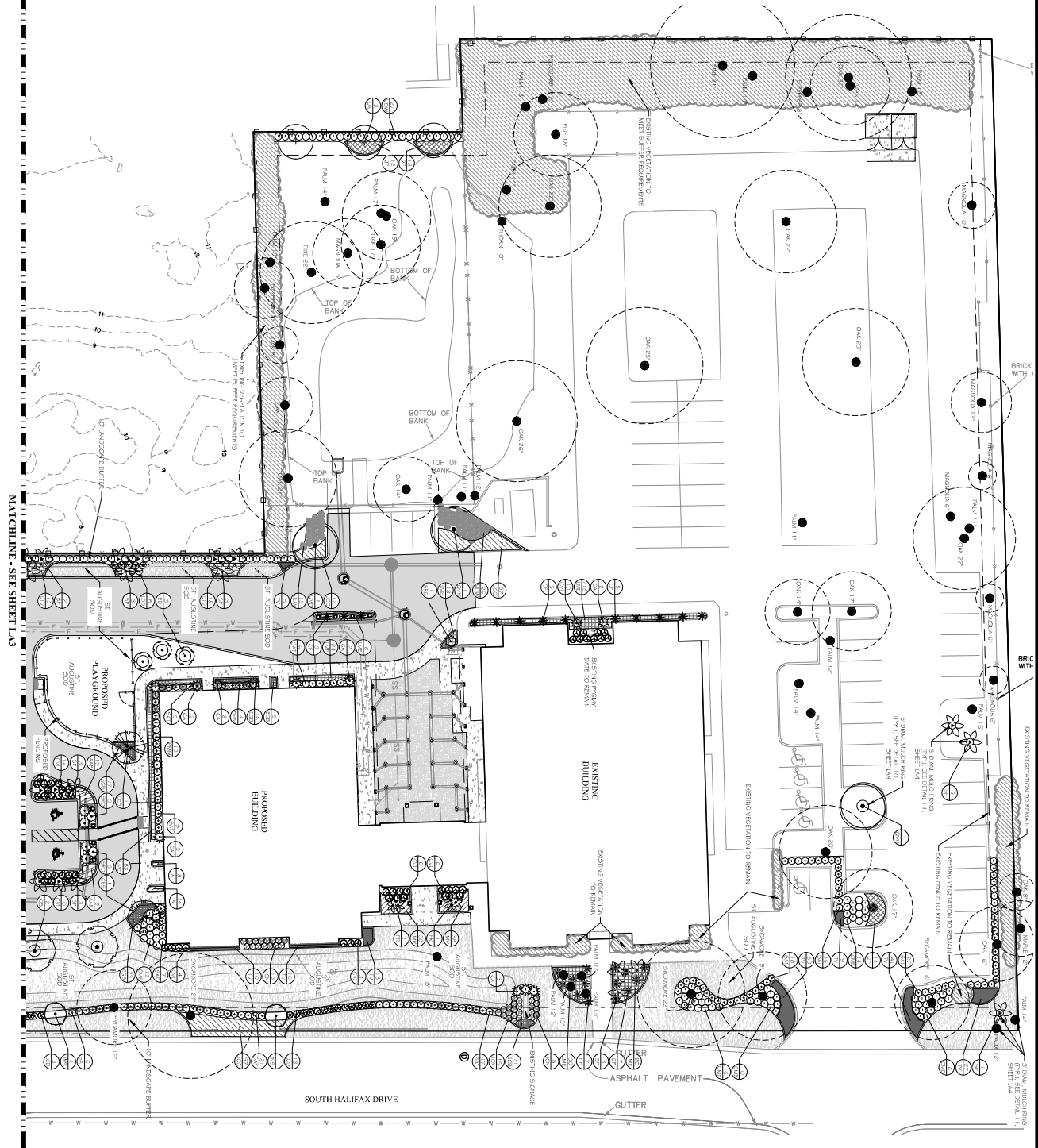
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

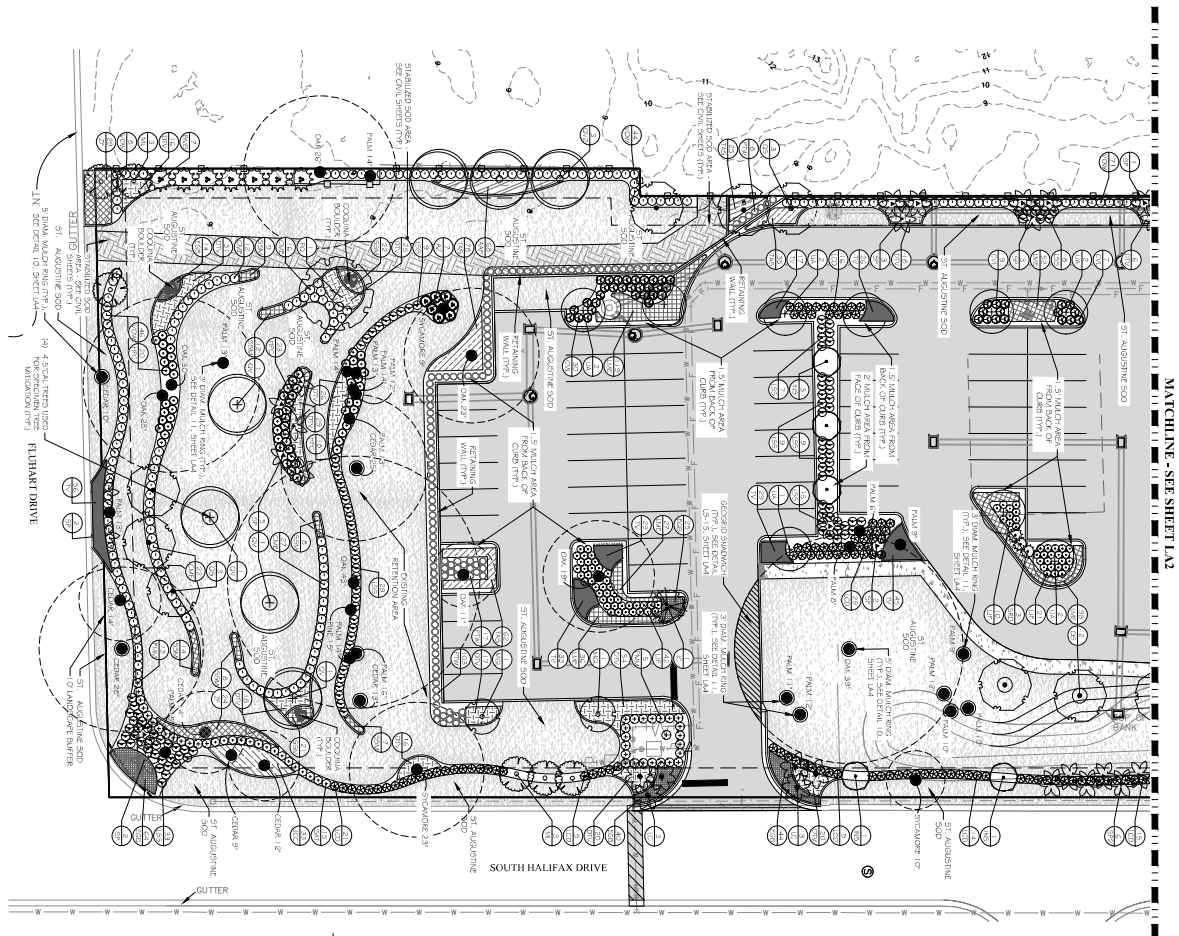


EXHIBIT "E"

Page 6 of 13



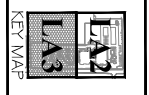
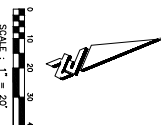
FIRST UNITED METHODIST CHURCH FINAL ENGINEERING PLANS LANDSCAPE PLAN & DETAILS		CIVIL ENGINEERING LANDSCAPE ARCHITECTURE ENVIRONMENTAL PLANNING TRANSPORTATION		ZEV COHEN & ASSOCIATES, INC. 380 HAVENWOOD BLVD., SUITE 100 ORLANDO, FLORIDA 32811 WWW.ZEVCOHEN.COM	
PROJECT NO. 22-2178 DRAWN BY: JMS CHECKED BY: JMS DATE: 10/20/2022 SCALE: 1" = 20'		NO. DATE BY SUBMITTALS / REVISIONS 1 10/20/22 JMS INITIAL SUBMITTAL TO CITY OF ORLANDO BEACH & SURROUND 2 10/20/22 JMS REVISED PER SURROUND COMMENTS DATED 09-15-22 3 10/20/22 JMS REVISED PER CITY OF ORLANDO BEACH REVIEW COMMENTS 4 10/20/22 JMS REVISED PER CITY OF ORLANDO BEACH REVIEW COMMENTS		SHEET L02 OF 4	



MATCHLINE - SEE SHEET L4

LEGEND

- EXISTING TREE TO REMAIN
- PROPOSED TREE TO BE PLANTED
- PROPOSED TREE TO BE PLANTED - AREA REQUIRED



**FIRST UNITED METHODIST CHURCH
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS**

CITY OF ORLANDO BEACH

VOLUNTEER COUNTY, FLORIDA

NO.	DATE	BY	SUBMITTALS / PREVIOUS
1	10-15-18	SM	INITIAL SUBMITTAL TO CITY OF ORLANDO BEACH & SURROUNDING
2	10-26-18	SM	REVISED PER SURROUNDING COMMENTS DATED 10-15-18
3	10-26-18	SM	REVISED PER CITY OF ORLANDO BEACH REVIEW COMMENTS
4	10-26-18	SM	REVISED PER CITY OF ORLANDO BEACH REVIEW COMMENTS

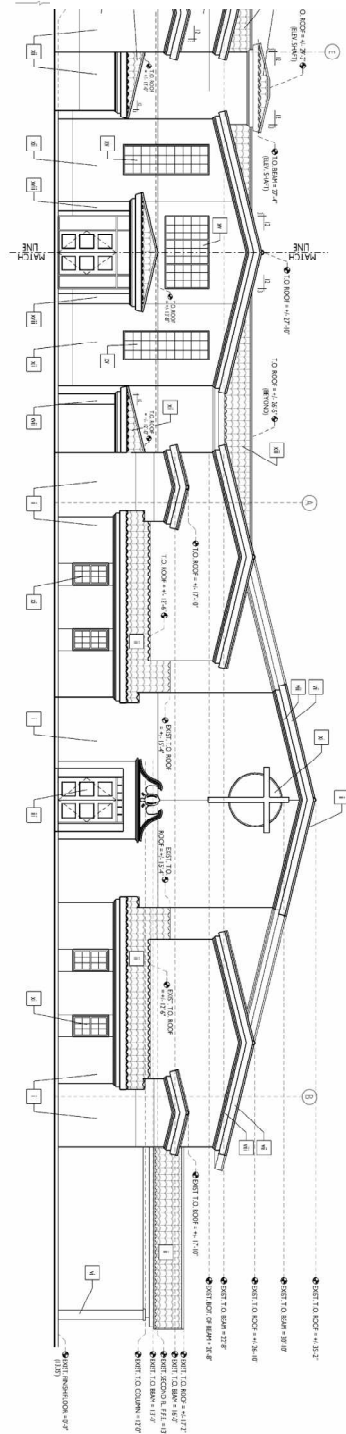
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



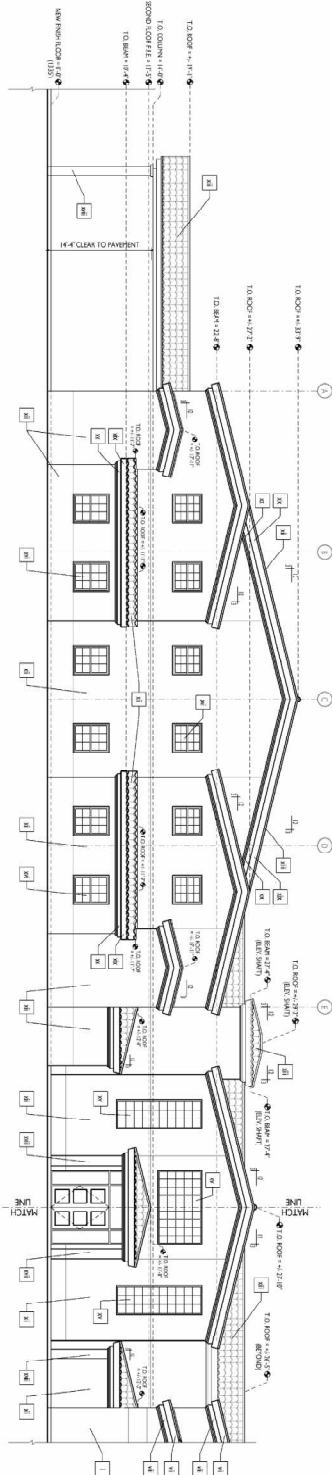


		FIRST UNITED METHODIST CHURCH: ADDITION/RENOVATION	
		OWNER/REP: FIRST UNITED METHODIST CHURCH OF ORMOND BEACH, INC., 336 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176 BRETT ROBINSON, OPERATIONS MANAGER, PH: (386) 677-3581 PROJECT LOCATION: 336 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176 GENERAL CONTRACTOR: TO BE DETERMINED	
DATE: 01/11/2017 DRAWING NO.: 17-0001 SHEET NO.: 1 OF 1		PROJECT NO.: 17-0001 PROJECT NAME: FIRST UNITED METHODIST CHURCH OF ORMOND BEACH, INC., 336 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176 PROJECT LOCATION: 336 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176 PROJECT TYPE: ADDITION/RENOVATION PROJECT STATUS: IN PROGRESS PROJECT CONTACT: BRETT ROBINSON, PH: (386) 677-3581	

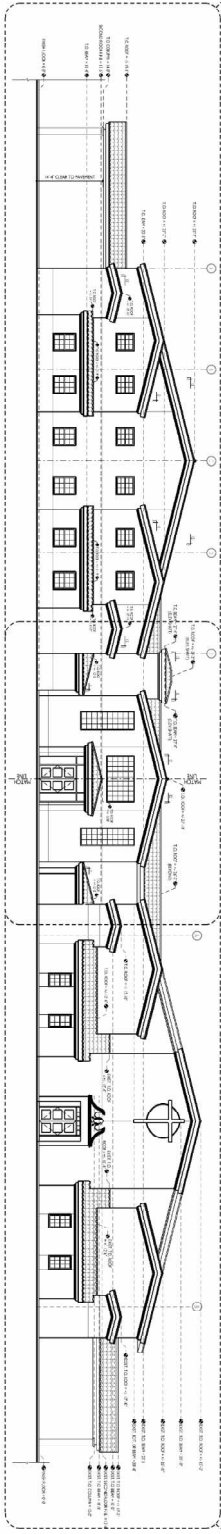
EXHIBIT "E" Page 11 of 13



C ENLG. PARTIAL EAST ELEVATION
SCALE: 1/8" = 1'-0"



B ENLG. PARTIAL EAST ELEVATION
SCALE: 1/8" = 1'-0"



A OVERALL EAST ELEVATION
SCALE: NTS

ARCHITECTURAL STYLE		
NEO-CLASSIC		
NEO-CLASSIC ARCHITECTURE IS A REINTERPRETATION OF CLASSICAL ARCHITECTURE. IT IS CHARACTERIZED BY A SIMPLIFIED CLASSICAL VIGNETTE, A SYMMETRICAL FACADE, A TRIANGULAR PEDIMENT, AND A CENTRAL PORTICO. THE STYLE IS A REINTERPRETATION OF CLASSICAL ARCHITECTURE, WHICH WAS POPULAR IN THE 18TH AND 19TH CENTURIES. IT IS CHARACTERIZED BY A SIMPLIFIED CLASSICAL VIGNETTE, A SYMMETRICAL FACADE, A TRIANGULAR PEDIMENT, AND A CENTRAL PORTICO. THE STYLE IS A REINTERPRETATION OF CLASSICAL ARCHITECTURE, WHICH WAS POPULAR IN THE 18TH AND 19TH CENTURIES.		
ATTRIBUTES MATERIAL & COLOR SCHEDULE		
NO.	DESCRIPTION	FINISH
1	ROOF	ASPH/FLT
2	WALLS	BRICK
3	WALLS	BRICK
4	WALLS	BRICK
5	WALLS	BRICK
6	WALLS	BRICK
7	WALLS	BRICK
8	WALLS	BRICK
9	WALLS	BRICK
10	WALLS	BRICK
11	WALLS	BRICK
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94	WALLS	BRICK
95	WALLS	BRICK
96	WALLS	BRICK
97	WALLS	BRICK
98	WALLS	BRICK
99	WALLS	BRICK
100	WALLS	BRICK

GENERAL NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL WORK IS TO BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
3. ALL MATERIALS AND METHODS OF CONSTRUCTION ARE TO BE APPROVED BY THE ARCHITECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. ALL UTILITIES ARE TO BE PROTECTED AND NOTED ON THE CONSTRUCTION DOCUMENTS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
8. ALL WORK IS TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
9. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
10. ALL MATERIALS AND METHODS OF CONSTRUCTION ARE TO BE APPROVED BY THE ARCHITECT.

BBP
BUILDING DESIGN AND ARCHITECTURE

BBP
BUILDING DESIGN AND ARCHITECTURE

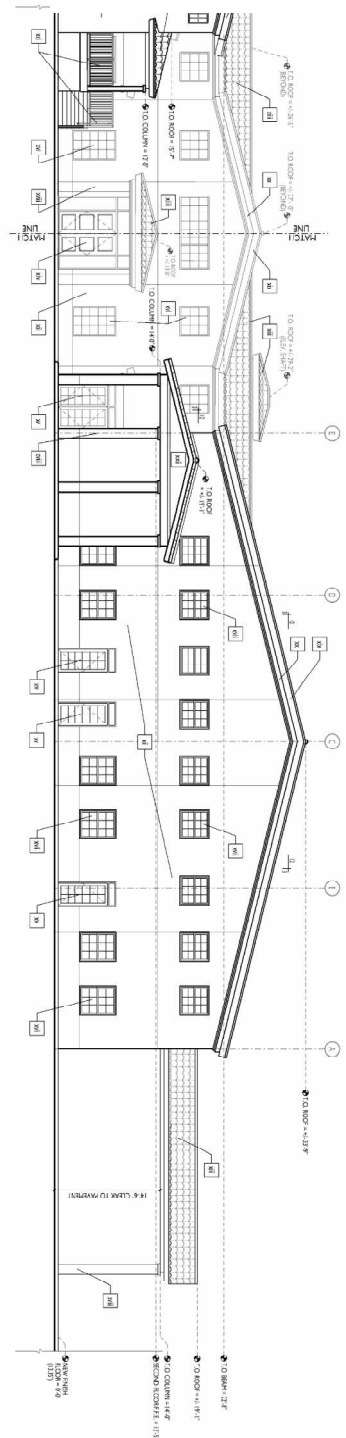
BBP
BUILDING DESIGN AND ARCHITECTURE

BBP
BUILDING DESIGN AND ARCHITECTURE

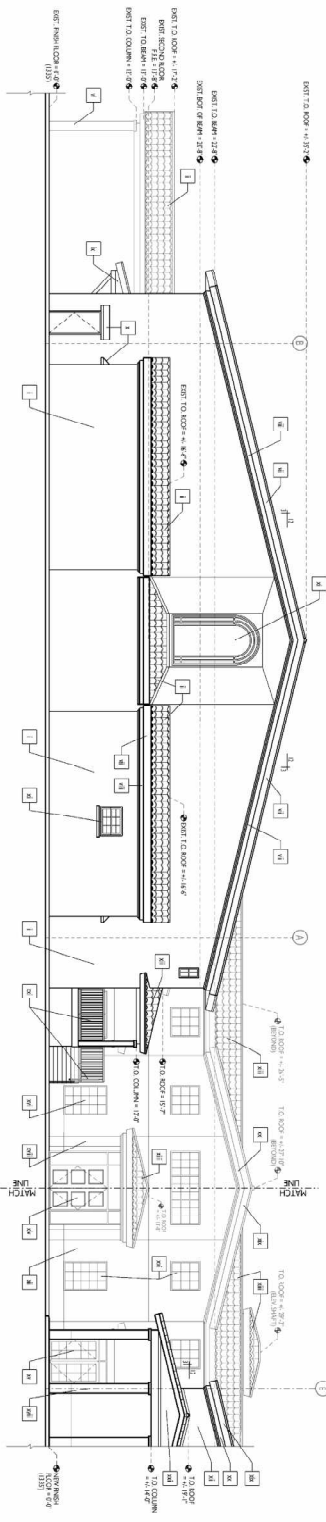
FIRST UNITED METHODIST CHURCH: ADDITION/RENOVATION

OWNER/REP: FIRST UNITED METHODIST CHURCH OF ORMOND BEACH, INC., 336 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176
BRETT ROBINSON, OPERATIONS MANAGER, PH: (386) 677-3381
PROJECT LOCATION: 336 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176
GENERAL CONTRACTOR: TO BE DETERMINED

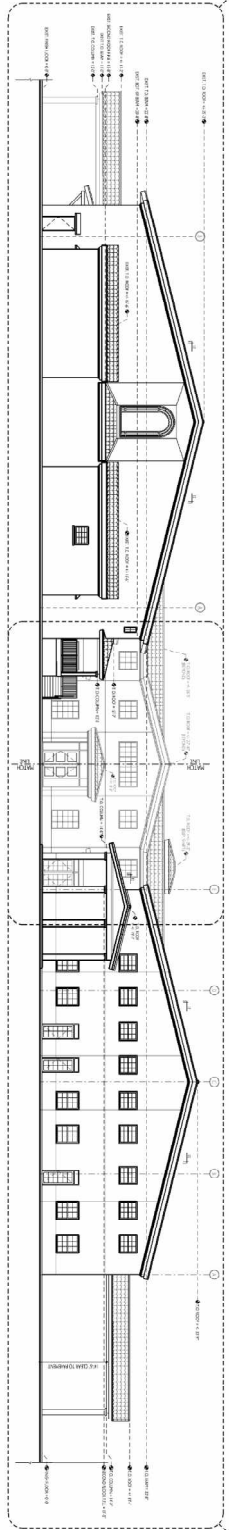
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BY: [Signature]
CHECKED: [Signature]
SCALE: 1/8" = 1'-0"



A OVERALL WEST ELEVATION
SCALE: NTS



B ENLG. PARTIAL WEST ELEVATION
SCALE: 1/8" = 1'-0"



C ENLG. PARTIAL WEST ELEVATION
SCALE: 1/8" = 1'-0"

ARCHITECTURAL STYLE			
MODERNISTIC			
THESE ARE THE MATERIALS AND COLORS TO BE USED FOR THE EXTERIOR OF THE CHURCH. THE MATERIALS AND COLORS TO BE USED FOR THE INTERIOR OF THE CHURCH ARE SHOWN ON THE INTERIOR ELEVATIONS. THE MATERIALS AND COLORS TO BE USED FOR THE ROOF ARE SHOWN ON THE ROOF PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE FLOORS ARE SHOWN ON THE FLOOR PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE WALLS ARE SHOWN ON THE WALL ELEVATIONS. THE MATERIALS AND COLORS TO BE USED FOR THE CEILING ARE SHOWN ON THE CEILING ELEVATIONS. THE MATERIALS AND COLORS TO BE USED FOR THE STAIRS ARE SHOWN ON THE STAIR ELEVATIONS. THE MATERIALS AND COLORS TO BE USED FOR THE PORCHES ARE SHOWN ON THE PORCH ELEVATIONS. THE MATERIALS AND COLORS TO BE USED FOR THE DRIVEWAY ARE SHOWN ON THE DRIVEWAY ELEVATIONS. THE MATERIALS AND COLORS TO BE USED FOR THE LANDSCAPE ARE SHOWN ON THE LANDSCAPE PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE SIGNAGE ARE SHOWN ON THE SIGNAGE PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE FURNITURE ARE SHOWN ON THE FURNITURE PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE LIGHTING ARE SHOWN ON THE LIGHTING PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE SOUND SYSTEM ARE SHOWN ON THE SOUND SYSTEM PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE HEATING AND COOLING SYSTEMS ARE SHOWN ON THE HEATING AND COOLING SYSTEMS PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE ELEVATORS ARE SHOWN ON THE ELEVATORS PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE STAIRS ARE SHOWN ON THE STAIR ELEVATIONS. THE MATERIALS AND COLORS TO BE USED FOR THE PORCHES ARE SHOWN ON THE PORCH ELEVATIONS. THE MATERIALS AND COLORS TO BE USED FOR THE DRIVEWAY ARE SHOWN ON THE DRIVEWAY ELEVATIONS. THE MATERIALS AND COLORS TO BE USED FOR THE LANDSCAPE ARE SHOWN ON THE LANDSCAPE PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE SIGNAGE ARE SHOWN ON THE SIGNAGE PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE FURNITURE ARE SHOWN ON THE FURNITURE PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE LIGHTING ARE SHOWN ON THE LIGHTING PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE SOUND SYSTEM ARE SHOWN ON THE SOUND SYSTEM PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE HEATING AND COOLING SYSTEMS ARE SHOWN ON THE HEATING AND COOLING SYSTEMS PLAN. THE MATERIALS AND COLORS TO BE USED FOR THE ELEVATORS ARE SHOWN ON THE ELEVATORS PLAN.			
ATTRIBUTES MATERIAL & COLOR SCHEDULE			
NO.	DESCRIPTION	MATERIAL	COLOR
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DESIGN INCORPORATED
Building Design and Architecture
HARRY HARRIS ASSOCIATES, INC.
DALLAS, TEXAS 75201
301 HARRIS AVENUE
BIRMINGHAM, AL 35203
205.988.1111

PROPOSED WEST ELEVATION
DATE: 10/1/11
DRAWN BY: JMD
CHECKED BY: JMD
SCALE: 1/8" = 1'-0"

FIRST UNITED METHODIST CHURCH: ADDITION/RENOVATION
OWNER/REP: FIRST UNITED METHODIST CHURCH OF ORMOND BEACH, INC., 336 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176
BRETT ROBINSON, OPERATIONS MANAGER, PH: (386) 677-3381
PROJECT LOCATION: 336 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176
GENERAL CONTRACTOR: TO BE DETERMINED

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/1/11

NOTES

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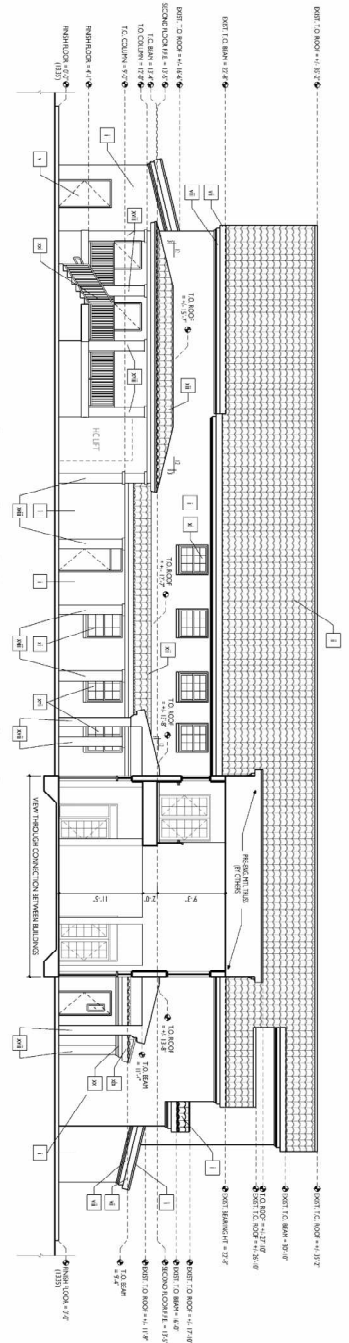
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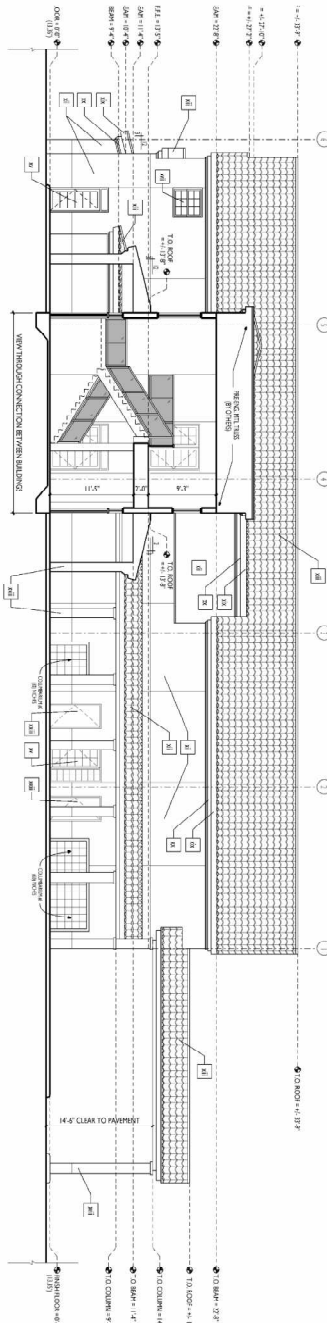
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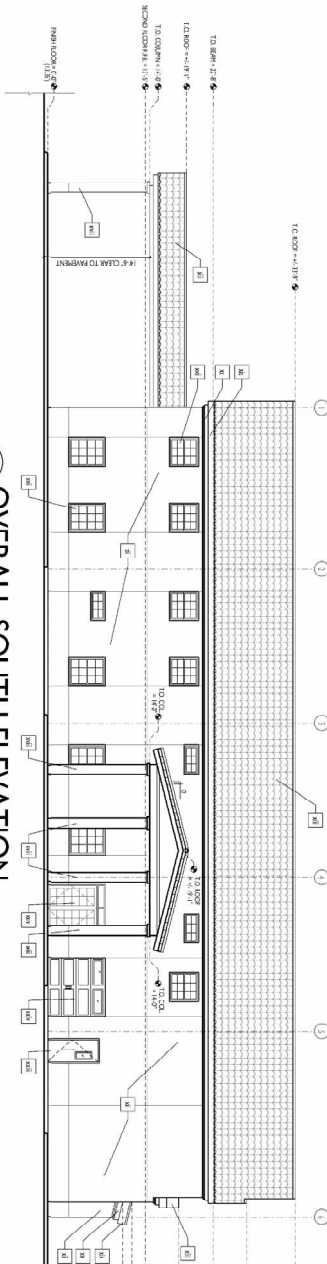
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SCALE: 1/8" = 1'-0"



B OVERALL NORTH ELEVATION
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A OVERALL SOUTH ELEVATION
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ARCHITECTURAL STYLE	
NEO-CLASSIC	
THE ARCHITECTURAL STYLE OF THIS PROJECT IS NEO-CLASSIC. THIS STYLE IS CHARACTERIZED BY ITS REFERENCE TO CLASSICAL ARCHITECTURE, BUT WITH A MODERN SENSE OF PROPORTION AND DETAIL. THE STYLE IS A REACTION TO THE EXCESSES OF THE BAROQUE AND ROCCO styles, and it seeks to create a sense of order and harmony through the use of simple, geometric forms and a balanced composition. The style is often associated with the 18th and 19th centuries, but it has been revived in various forms throughout the 20th century.	
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DESIGN INCORPORATED
Building Design and Architecture
HUNY HUNY ASSOCIATES
DALLAS, TEXAS 75201
301 HUNY DRIVE
Bellaire, Texas 77401

PERMITTED ELEVATIONS
DATE: 08/17/11
BY: [Signature]
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FIRST UNITED METHODIST CHURCH: ADDITION/RENOVATION
OWNER/REP: FIRST UNITED METHODIST CHURCH OF ORMOND BEACH, INC., 336 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176
BRETT ROBINSON, OPERATIONS MANAGER, PH: (386) 677-3581
PROJECT LOCATION: 336 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176
GENERAL CONTRACTOR: TO BE DETERMINED



PLANNING BOARD STAFF REPORT

First United Methodist Church, Special Exception
Project Number: PZ-2025-129

SITE PLAN REVIEW COMMITTEE DETERMINATION DATE:	September 24, 2025
PLANNING BOARD DATE:	October 9, 2025
TENTATIVE CITY COMMISSION DATE:	November 18, 2025 (only one hearing)
APPLICANT:	Cobb Cole Law Firm on behalf of First United Methodist Church of Ormond Beach, Inc., property owner
LOCATION:	336 South Halifax Drive, Ormond Beach, Florida 32176
REQUEST:	Special Exception for a House of Worship use to allow demolition of the existing gathering building and allow for construction of a new gathering building with associated site improvements. Requests include approval of wall waiver requirement, building setback requirements, and overall development plan approval.
STAFF CONTACT:	Sarah Motes, Senior Planner
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is a request by Cobb Cole Law Firm, on behalf of the property owner, First United Methodist Church, Inc., for a Special Exception to allow for demolition of the existing gathering building and allow for construction of a new gathering building with associated site improvements. The Special Exception request includes three items which are: 1) wall waiver requirement, 2) building setback requirements, and 3) overall development plan approval for the House of Worship. The subject property is a total of approximately 5.24 acres located at 336 South Halifax Drive and the area for the project improvements is approximately 0.53 acres or 23,311 square feet. The original House of Worship was approved as a Conditional Use Permit in 1993 with Resolution 93-38 and would effectively be replaced with the current Special Exception application. The property has a zoning designation of R-2, Single-Family Low Density.

SECTION 2, BACKGROUND:

The proposed building will replace the existing gathering building and continue to serve as a multi-purpose building with offices, educational classrooms, restrooms, and kitchen facilities. The existing covered walkway that currently connects the two buildings will be removed with the demolition of the existing gathering hall and the reconfiguration of the site will bring the buildings closer together and connect them through an enclosed grand lobby and open courtyard area. In addition to site plan approval, the applicant is requesting two other items associated with the Special Exception application as follows: 1) wall waiver requirement and 2) building setback requirements for the House of Worship.

On March 23, 1993, the City Commission authorized Resolution 93-38, a Conditional Use Permit for the House of Worship to allow additions to the existing First United Methodist Church located at 336 South Halifax Drive. Resolution 93-38 established the conditions for the operations of the House of Worship, including a wall waiver. The current site design would delete Resolution 93-38 in its entirety.

The subject property has a zoning designation of R-2, Single-Family Low Density which allows for a House of Worship use as a Special Exception (formerly called Conditional Use Permit). The current application seeks to demolish the existing gathering building and allow for construction of a new gathering building with associated site improvements. The project is required to obtain a Special Exception based upon the expansion in building square-footage of the House of Worship in the R-2, Single-Family Low Density zoning district, the wall requirement, and the House of Worship special exception criteria.

The project conducted a neighborhood meeting on April 9, 2025, and the summary is provided in ATTACHMENT 4. There were approximately 13 attendees at the neighborhood meeting. The following items were discussed:

- Questions regarding the existing counseling services. These services will continue to be provided, and the services will be inside the building.

- Questions regarding stormwater management. Design team clarified that piping improvements will be completed to facilitate existing drainage conditions, and the proposed improvements will not create any additional impervious area on site.
- An abutting neighbor to the west inquired about continuing to have access to their property. This is an informal agreement between the House of Worship and adjacent property owner, and it was confirmed that access will remain.
- Questions regarding the development timeline were asked and the design team stated they would work on a project timeline to discuss during the public hearings.

SECTION 3, ANALYSIS: The site is designated as P/I, “Public/Institutional” and LDR, “Low Density Residential” on the Future Land Use Map with a R-2, Single-Family Low Density zoning designation. The following table shows the surrounding land uses and zoning:

EXHIBIT 1: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Single-Family Residential	LDR, “Low Density Residential”	R-2, Single-Family Low Density
South	Single-Family Residential Duplexes	MDR, “Medium Density Residential”	R-4, Single-Family Cluster and Townhouse
West	Single-Family Residential	LDR, “Low Density Residential”	R-2, Single-Family Low Density and R-1, Residential Estate
East	Single-Family Residential	LDR, “Low Density Residential” and MDR, “Medium Density Residential”	R-3, Single-Family Medium Density and R-4, Single-Family Cluster and Townhouse

Key project attributes for the First United Methodist Church Special Exception are:

1. Original Conditional Use Permit was approved through Resolution 93-98.
2. Total project size is approximately 5.24 acres. The project area for the new building and associated site work is approximately 0.53 acres or 23,311 square feet.
3. The building size shown on the site plan is a two-story building with a total of 20,341 square feet.
4. The project proposes 59 on-site parking spaces in addition to the existing 58 paved and 97 unpaved parking spaces making a total of 214 parking spaces. The parking calculation for a House of Worship is based on the principal place of assembly, and the project will exceed the required parking calculations.
5. The architectural elevations of the proposed building are included in ATTACHMENT 5. The proposed building will match the Mediterranean architectural style of the existing building.

6. There is a looped paved drive aisle around the building.
7. The proposed project will keep approximately 1.65 acres of the site as landscaping or open space.
8. Part of the proposed project will be to complete a landscape betterment plan. Sheets LA1-LA4 of ATTACHMENT 5 provide a landscape plan. Landscaping will be updated around the site, including landscape islands and around the building.
9. The project is seeking two waivers which are: 1) A yard wall waiver and 2) building setback requirements.
10. The project stormwater will be improved with an updated piping system and will be contained in the existing stormwater management system of the site.
11. **Wall Waiver Request:** The wall waiver has been requested to prevent stormwater drainage issues and ATTACHMENT 5 contains a Letter of Explanation and two proposed fence detail sections for consideration. Section 2-50(n)(14) of the Land Development Code regulates buffer wall requirement standards and Exhibit 2 below is an excerpt of these requirements.

Section 2-50(n)(14)(c) states, “where there are large areas of natural vegetation to remain or other distinct topographical features such as waterways, wetlands, stormwater retention areas, bridges, highways or sharp changes in elevation which would make construction of walls difficult and not necessary for the reduction of noise or increased privacy. In all other situations, wall requirements may be waived through the special exception process based on the same findings as noted in this subsection.” According to this code regulation, staff have concerns whether the site plan qualifies for a wall waiver as requested due to the lack of distinct topographical features. Staff also understands the Planning Board past requirements for masonry walls where fencing is required. It is important to note that the original approval in 1993 there was a wall waiver granted.

Exhibit 2: Excerpt of buffer wall requirement standards:

Type of Use	Abutting R-1, R-2, R-2.5, R-3, SR, REA or RR, T-1, T-2 or Existing Conforming Single-Family Dwelling in Any District		Abutting R-4, R-5, R-6, R-7 or Existing Conforming Multifamily Use in Any District, Except B-4
	Side Yard	Rear Yard	Rear Yard
Commercial	SPRC	Masonry	Masonry
Public/institutional	SPRC	SPRC	SPRC
Multifamily	SPRC	SPRC	SPRC
Industrial	Masonry	Masonry	Masonry

The applicant has stated that the PVC vinyl fence would provide more effective stormwater management.

12. **Setback Reduction Request:** The proposed building will meet all the required setbacks with the exception of a portion of the proposed building and porte-cochere. The southerly half of the proposed building will have a covered porte-cochere area that will require a 32.98-foot setback to the rear property line and the proposed building will have a 58.04-foot setback to the rear property line. Additionally, the existing building's porte-cochere is setback approximately 99.7 feet from the north side property line and has been included in this request to make the structure a legally conforming structure.

Section 2-57(37)(c) of the Land Development Code had a condition that required a minimum setback of 100 feet from the principal structure to any existing residential use not separated by a public right-of-way. On October 2, 2024, the City Commission authorized a Land Development Code amendment to modify the conditions for the House of Worship Special Exception use. The amendment modified the setback requirements to state, "If the subject property abuts a residential zoning district or an existing conforming residential use not separated from the site by a public right-of-way and desires a setback less than one hundred feet (100'), then setback reduction allowances may be made through the special exception process and site-specific review. No accessory use or structure shall be located closer than thirty feet (30') to any property line." The applicant has requested a Special Exception to authorize a building setback requirement from the required 100-foot to a 32.98-foot for the proposed porte-cochere and 58.04-foot rear yard setback for the proposed building. Additionally, the existing building's porte-cochere is setback approximately 99.7 feet from the north side property line and has been included in this request to make the structure a legally conforming structure.

Site Plan Review Committee Determination

The Site Plan Review Committee conducted a determination meeting on September 24, 2025, and provided the following determinations for the House of Worship Special Exception as follows:

1. **Wall waiver requirement:** The Site Plan Review Committee recommended a 6-foot solid-style vinyl fence that is setback 10 feet from the Fluhart Drive right-of-way line, and combination wall and PVC fence where a retaining wall is needed will have a 4-foot solid-style vinyl fence on top of the retaining wall. The remaining fence would be the 6-foot solid-style vinyl fence. Members of the Site Plan Review Committee stated:
 - a. The 1993 approval allowed a wall waiver and no wall exists today.
 - b. The fence would have less impacts on tree roots along the property line.
 - c. The fence can be raised to allow water to flow under the fence.
2. **Building setback reductions:** The Site Plan Review Committee recommended approval of a 32.98-foot rear yard setback for the proposed porte-cochere, 58.04-foot rear yard setback for the proposed building, and a 99.7-foot north side yard setback for the existing building's porte-cochere; and

3. Overall development plan: The Site Plan Review Committee recommended approval for the House of Worship located at 336 South Halifax Drive, subject to the resolution of all outstanding Site Plan Review Committee comments.

SECTION 4, SPECIAL EXCEPTION CRITERIA: Section 2-56 of the Land Development Code outlines the general criteria for all Special Exception approvals:

- 1. Off-street parking loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.**

The parking requirements for Houses of Worship are based upon the principal place of assembly. This application does not alter the capacity of the principal place of assembly. The proposed building is providing 59 on-site parking spaces in addition to the existing 58 paved and 97 unpaved parking spaces making a total of 214 parking spaces. The parking calculation for the project will exceed the required parking calculations.

- 2. Required yards, screening or buffering, and landscaping shall be consistent with the district in general, the specific needs of the abutting land uses, Chapter 3, Article 1, and other applicable provisions of this Code.**

The proposed site plan has provided a landscape betterment plan to comply with landscaping requirements as required by the Site Plan Review Committee (SPRC); however, the project team is requesting a waiver to the rear yard wall requirement.

According to Section 2-50(n)(14)(c) of the Land Development code, the SPRC has the ability to waive the rear yard wall when a public/institutional use abuts a residential zoning district. This code section specifically states, "where there are large areas of natural vegetation to remain or other distinct topographical features such as waterways, wetlands, stormwater retention areas, bridges, highways or sharp changes in elevation which would make construction of walls difficult and not necessary for the reduction of noise or increased privacy. In all other situations, wall requirements may be waived through the special exception process based on the same findings as noted in this subsection." Staff do not believe that there is sufficient separation between the House of Worship and existing residential properties and therefore a wall should be required. The rear property line does have some portions that could modify the location of the wall such as the southernly portion from the edge of the proposed pavement to the Fluhart Drive property line. The SPRC had a determination meeting on 9/24/2025 and recommended a 6-foot solid-style vinyl fence that is setback 10 feet from the Fluhart Drive right-of-way line, and a small area where a retaining wall is needed will have a 4-foot solid-style vinyl fence on top of the retaining wall. This proposed fence detail section is included in ATTACHMENT 5.

- 3. Size, location, or number of conditional or Special Exceptions in an area shall be limited so as to maintain the overall character of the district in which said conditional or Special Exceptions are located.**

The subject property was approved for a Conditional Use Permit through Resolution 93-98, to allow for expansion of the House of Worship in 1993. The current Special Exception application would replace in its entirety the previously approved Resolution 93-98.

- 4. Hours of operation may be limited and the City may require additional information on structural design and site arrangement, to assure the compatibility of the development with existing and proposed uses in the surrounding area.**

The proposed building will continue to provide the same services as the existing building and there are no proposed changes to the site's operational hours. If the Planning Board believes that specific hours of operation should be established, this can be added as an amendment.

- 5. The Special Exception shall not generate hazardous waste or require use of hazardous materials in its operation without use of City-approved mitigative techniques.**

This Special Exception will not generate hazardous waste.

- 6. All development proposed as a Special Exception within or adjacent to a historic district shall be reviewed based on applicable criteria stated herein for residential, commercial or mixed-use development and shall also comply with appearance and design guidelines for historic structures.**

The project is not located within, or adjacent to, a historic district and this criterion does not apply to the project development.

- 7. Outdoor lighting shall have no spillover onto adjacent property or rights-of-way beyond the building site property line and the lumens shall not exceed two (2) foot-candles at the property line.**

Part of the SPRC review and approval is providing a photometric plan that demonstrates compliance with the City's lighting standards. The light fixtures shall comply with the City's standards and will provide shields on those fixtures near the abutting residential to reduce any glare. ATTACHMENT 5 includes a photometric lighting plan.

SECTION 5, SPECIAL EXCEPTION CRITERIA: Section 2-57(37) of the Land Development Code outlines the Houses of Worship criteria for all Special Exception approvals:

- A. The predominant frontage shall be oriented toward an arterial or collector street as identified in the traffic circulation element of the comprehensive plan.**

The House of Worship will have entrances on all four sides of the existing and proposed buildings, and these entrances follow the traffic circulation pattern of the parking lot. The predominant frontage of both the existing and proposed buildings is oriented towards South Halifax Drive which is identified as a major collector road in the Comprehensive Plan's Long Range Traffic Circulation Map.

- B. The building height may not exceed that allowed in the district in which the use is located. However the bell tower, steeple, spire or other attached or freestanding accessory structure may be a maximum of seventy-five feet (75') above the mean site elevation based on a finding that the approved height will not have a negative impact on the character of the neighborhood or create a dangerous condition.***

The subject property is located in the R-2 zoning district which allows a maximum mean roof height of 30 feet for structures with pitched roofs. The elevation of the proposed building is 30 feet and there is not a proposed bell tower, steeple, spire or other attached or freestanding structure with this request.

- C. Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and child care facilities, shall be one hundred feet (100') from the side and/or rear property line abutting such district or use; otherwise, the minimum side and rear property setback shall be thirty feet (30'). If the subject property abuts a residential zoning district or an existing conforming residential use not separated from the site by a public right-of-way and desires a setback less than one hundred feet (100'), then setback reduction allowances may be made through the special exception process and site-specific review. No accessory use or structure shall be located closer than thirty feet (30') to any property line.***

The proposed building will meet all the required setbacks with the exception of a portion of the proposed building and porte-cochere. The southerly half of the proposed building will have a covered porte-cochere area that will require a 32.98-foot setback to the rear property line and the proposed building will have a 58.04-foot setback to the rear property line. Additionally, the existing building's porte-cochere is setback approximately 99.7' from the north side property line and has been included in this request to make the structure a legally conforming structure. The applicant has requested a waiver to these setback requirements as part of this Special Exception application. The SPRC had a determination meeting on 9/24/2025 and recommended approval of these building setbacks.

- D. Outdoor play areas may not be located within thirty feet (30') of a single-family home or district permitting such use and shall have a buffer area, fence, or wall as provided for commercial uses adjoining such districts in chapter 3, article I of this Land Development Code, landscaping, for the area impacted by such use.***

According to the applicant's letter of explanation, the proposed outdoor play areas will be located a minimum of 35 feet from an adjacent single-family home or residential zoning district. The site will complete a landscape betterment plan as required by the Site Plan Review Committee. The applicants wish to install a solid-style privacy fence in lieu of the masonry wall and have requested a wall waiver as part of their application.

E. The facility shall be located in compliance with section 2-56(8), as the same now exists or may hereafter be amended.

The location of the existing facility is in compliance with Section 2-56(8) of the Land Development Code, and this criterion is met.

F. Child care facilities may be allowed as use in association with a house of worship as a conditional use reviewed by the SPRC. All conditions listed under the child care facility shall be complied with.

The child care facilities are an accessory use to the principal use as a House of Worship, and all conditions of the child care facility requirements shall be met.

SECTION 6, DEVELOPMENT ORDER CRITERIA: Section 1-15(e) (Planning Board) and Section 1-18 (e)(2) (City Commission) of the Land Development Code provide development order criteria for Special Exception applications.

1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The proposed development conforms to the standards and requirements of the Land Development Code. The proposed use will not create undue crowding or adversely affect the public health.

2. The proposed development is consistent with the Comprehensive Plan.

The site has a Future Land Use designation of "Public/Institutional" and "Low Density Residential" which is consistent with the proposed use. The property has a zoning designation of R-2, Single-Family Low Density and Houses of Worship are allowed as a Special Exception use.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The proposed development is on an existing developed site and is not proposing to increase the site's impervious surface. The project will not adversely impact environmentally sensitive lands or natural resources.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

This zoning designation allows a variety of uses including a House of Worship and related uses. The existing House of Worship has co-existed with the surrounding neighborhood for decades and it is staff's determination that the proposed site and building improvements will not substantially or permanently depreciate the value of surrounding properties.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

Public facilities currently serve the site, and adequate capacity exists to serve the proposed use.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

There are currently two ingress and egress points to the South Halifax Drive right-of-way. The proposed improvements will relocate the southern ingress and egress access point, but there will be no additional access points added to the site. The site plan has been reviewed and determined acceptable for traffic movement, including fire and solid waste trucks.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

The proposed development is functional and complies with the City's architectural standards.

- 8. The proposed development provides for the safety of occupants and visitors.**

The overall design will be ADA compliant and demonstrates safe movement on the site for occupants and visitors.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

The proposed materials and architectural features will not negatively impact the neighborhood or aesthetics of the area. The proposed improvements match the existing building and comply with the Mediterranean architectural style.

10. The testimony provided at public hearings.

This application has not been reviewed in a public forum, and no testimony has been provided.

SECTION 6, RECOMMENDATION:

The Site Plan Review Committee recommended that the Planning Board **APPROVE** the Special Exception and requested waivers for a House of Worship to allow construction of a new gathering building of approximately 20,341 square feet with associated site improvements located at 336 South Halifax Drive, subject to the outstanding Site Plan Review Committee comments and approving the wall waiver and building setback reductions.

If the Planning Board does not believe the applicant has met the criteria of the request, they may recommend approval, approval with conditions, or denial of any or all of the requested waivers.

Attachments:

- Attachment 1: SPRC outstanding comments and 9/24/25 determination meeting minutes
- Attachment 2: Project maps and photographs
- Attachment 3: Resolution 93-38
- Attachment 4: Neighborhood Meeting summary
- Attachment 5: Applicant submitted information

Attachment 1:

**SPRC outstanding
comments and 9/24/25
determination meeting
minutes**

Site Plan Review Committee Outstanding Comments

September 16, 2025

eReview Session for SPRC Review v.3

FILES: 21183 HGL Calculations (08-13-25).pdf
 21183 Stormwater Calculations (08-13-25).pdf
 21183003 OB RAI 7.23.25.pdf
 21183-First United Methodist Church-Landscape Plans (01-17-25)_v1.pdf
 91-3538 BNDY, TOPO, TREES SHEET 1 S & S MAY 18-23.pdf
 91-3538 BNDY, TOPO, TREES SHEET 2 MAY 18-23.pdf
 First United Methodist-FFE correspondence.pdf
 FIRST UNITED_ARCH PLANS & ELEVS_12.13.24_v1.pdf
 House of Worship Special Exception.pdf
 Other-Site Plan Application-Signed-2025-01-17_v1.pdf
 Site Lighting.pdf
 Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Steven Spraker	Planning, Note: I did not see a letter of authorization in the project file authorizing Cobb Cole to be the applicant. Please provide letter of authorization from the property owner authorizing representation.	09/06/2025 9:40 am	Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf	1
Steven Spraker	Planning: A SPRC determination meeting will be held at 9:00 am on Wednesday, September 24, 2025 in Room 103 of the Ormond beach City Hall. The SPRC will make recommendations for the public hearing process on (1) setback reduction, (2) wall waiver request, and overall site plan.	09/06/2025 9:43 am	Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf	1
Steven Spraker	Planning, note: Final SPRC approval would occur after the public hearing process.	09/06/2025 9:45 am	Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf	1
Steven Spraker	Planning: The applicant is required to perform site posting for the October 9, 2025 Planning Board meeting on or before September 25, 2025. Please see the site posting information in the attachments and contact Sarah Motes with any questions.	09/06/2025 9:46 am	Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf	1
Steven Spraker	Planning Note: prior to building demolition, please contact Jason Weidenmiller (Jason.Weidenmiller@ormondbeach.org) to schedule a walk through the building to be demolished to perform a count of the existing water and sewer fixtures for connection fee credits.	09/06/2025 9:47 am	Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf	5
Sarah.Motes	Informational only: I am not seeing a detail of what the house shield looks like on the lighting dimensional details. This will be required prior to final SPRC approval	09/08/2025 12:40 pm	Site Lighting.pdf	1
Sarah.Motes	On sheet C7 I see the proposed building setback of 32.98' but do not see the setback to the side PL for the existing building. Please add with next submittal.	09/08/2025 12:53 pm	21183003 OB RAI 7.23.25.pdf	3
Sarah.Motes	Please add setbacks from existing building to side P/L to match SE request.	09/08/2025 12:54 pm	Site Plan-21183-First United Methodist Church-Final Engineering Plans (01-17-25)-2025-01-17_v1.pdf	7
Sarah.Motes	I do not see where this note was added to Sheet C7.	09/08/2025 12:57 pm	21183003 OB RAI 7.23.25.pdf	3
Sarah.Motes	I saw the reference note but I am not seeing a detail of what the house shield looks like on the lighting dimensional details. This will be required prior to final SPRC approval	09/08/2025 2:00 pm	21183003 OB RAI 7.23.25.pdf	2

**ORMOND BEACH
SITE PLAN REVIEW COMMITTEE (SPRC) MEETING**

8:58 A.M., September 24, 2025

I. Final Site Plan Review Committee Determination

A. SPRC-2025-000055: First United Methodist Church, 336 S. Halifax Drive

Attendance

Applicants:

Scott Smith, Pastor, First United Methodist Church
Brett Robinson, First United Methodist Church
Dana Smith, First United Methodist Church
Doug W., First United Methodist Church
Steve Glaze, Zev Cohen & Associates
Sean Meade, Zev Cohen & Associates
Alanna Smith, Cobb Cole

Guest:

Michael Gentry, Planning Board

Staff:

Steven Spraker, Planning Director
Alex Schumann, City Engineer
Robin Gawel, Senior Planner
Noel Eaton, Senior Planner
Sarah Motes, Senior Planner
Mike Stephenson, Utilities Engineer
Peter Youssef, Planning Civil Engineer
Cara Culliver, Landscape Architect
Ken Gaines, Fire Marshal

i. Staff presentation:

Ms. Motes reviewed the PowerPoint presentation on the Special Exception and Site Plan review information. She explained that the request by Cobb Cole on behalf of the property owners for demolition of the existing gathering building, the southern parking lot and covered breezeway. A new gathering building will be reconstructed with a grand lobby and a courtyard in the back.

The request includes three items, a wall waiver on the rear property line, building setback requirements, and the overall development plan.

The subject area of the property is 5.24 acres and the area of the project is 23,311-square-feet.

It was stated it was approved as a conditional use permit in 1993. The Special Exception application will replace the previous development order.

The SPRC application was submitted in January and a neighborhood meeting was conducted on April 09, 2025 as part of the public hearing process. The SPRC application has been reviewed by the SPRC three times and there are minor outstanding comments from the Planning Department but all other reviewers have approved.

Key Topics for SPRC Determination:

1. Building setback requirements:

- a) 32.98-foot rear yard setback for the proposed porte-cochere
- b) 58.04-foot rear yard setback for the newly proposed building
- c) 99.7-foot north side yard setback for the existing porte-cochere

Section 2-57(37)(c) of the LDC requires 100'-rear and side yard setbacks for Houses of Worship that can be reduced through a Special Exception application. The applicant has requested a Special Exception to authorize a building setback requirement from the required 100' to a 32.98'-rear yard setback for the proposed porte-cochere, and a 58.04'-rear yard setback for the proposed building.

The existing porte-cochere is setback approximately 99.7' from the north side property line and has been included in the request to make the structure a legally conforming structure. Staff seeks a determination of the building setback reduction request of the applicant.

2. Wall waiver request:

- a) Along the entirety of the rear property line

Section 2-50(n)(14)(c) states, "where there are large areas of natural vegetation to remain or other distinct topographical features such as waterways, wetlands, stormwater retention areas, bridges, highways or sharp changes in elevation which would make construction of walls difficult and not necessary for the reduction of noise or increased privacy. In all other situations, wall requirements may be waived through the Special Exception process based on the same findings as noted in this subsection." It was expressed that staff have concerns whether the request qualifies for a wall waiver. The applicant provided information for the wall waiver request to a PVC fence.

3. Overall development plan:

The applicant requests approval of the overall development plan subject to review by the Planning Board, approval by the City Commission, and resolving all outstanding SPRC comments.

Ms. Motes displayed the proposed architectural renderings.

ii. Applicant presentation:

Ms. Alana Smith, Cobb Cole, stated that she was available for questions.

iii. Public comments:

None.

iv. Applicant response:

None.

v. Staff/Applicant discussion:

Mr. Spraker opened it up for other reviewers comments and questions, and explained that the existing gathering building is closer to the property line than is the newly proposed gathering building, and they have pulled it back away from the residential as much as possible.

It was asked if there were any objections at the neighborhood meeting. Ms. Smith, Cobb Cole, responded that there was one concern from an abutting property owner about preserving historic access to their property and the design team confirmed this access would remain.

Ms. Culliver asked about the material specifications for the fence. It was discussed that a 6'-high PVC fence was requested.

The cross-section fence exhibit provided by the applicant was displayed showing a portion of the rear yard would have a 3 – 3.5'-retaining wall with the 4'-vinyl fence on top or 6'-vinyl approximately 1-foot in front of the retaining wall. Mr. Spraker confirmed that there was no existing wall on-site and discussed that the existing House of Worship previously received a wall waiver with the 1993 approval. Ms. Culliver stated that the PVC fence would have less impacts to tree roots along the property line. Mr. Schumann stated he would rather see a fence on top of the retaining wall versus in front of the retaining wall to ensure proper drainage. A discussion ensued about the section of the property line that has a retaining wall and the appropriate screening.

The proposed 10'-gate was discussed for the stabilized access drive for small vehicles and walking.

vi. Site Plan Review Committee decision:

Mr. Spraker, Planning Director, entertained a motion:

Mr. Spraker made a motion to approve the building setbacks as shown in the PowerPoint presentation and Staff Report. Mr. Schumann seconded the motion. Vote was called, and the motion was approved (3-0).

Discussion was held regarding the fence material and placement.

Ms. Culliver made a motion to approve the PVC fence with a 10'-setback on Fluhart. Mr. Spraker seconded the motion. Vote was called, and the motion was approved (3-0).

Discussion was held regarding the outstanding comments to be resolved which included the light fixtures requiring screening guards for those fixtures within 100 feet from a residential property.

Mr. Spraker made a motion to approve the overall project, including the Site Plan and Special Exception, subject to the resolution of all outstanding site plan comments, and recommends it to the Planning Board and City Commission. Ms. Culliver seconded the motion. Vote was called, and the motion was unanimously passed (3-0).

It was stated that the item is scheduled for the October 09, 2025, Planning Board meeting at 6:00 p.m. in the City Commission chambers.

The meeting adjourned at 9:19 a.m.

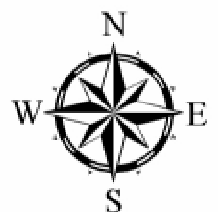
Attachment 2:

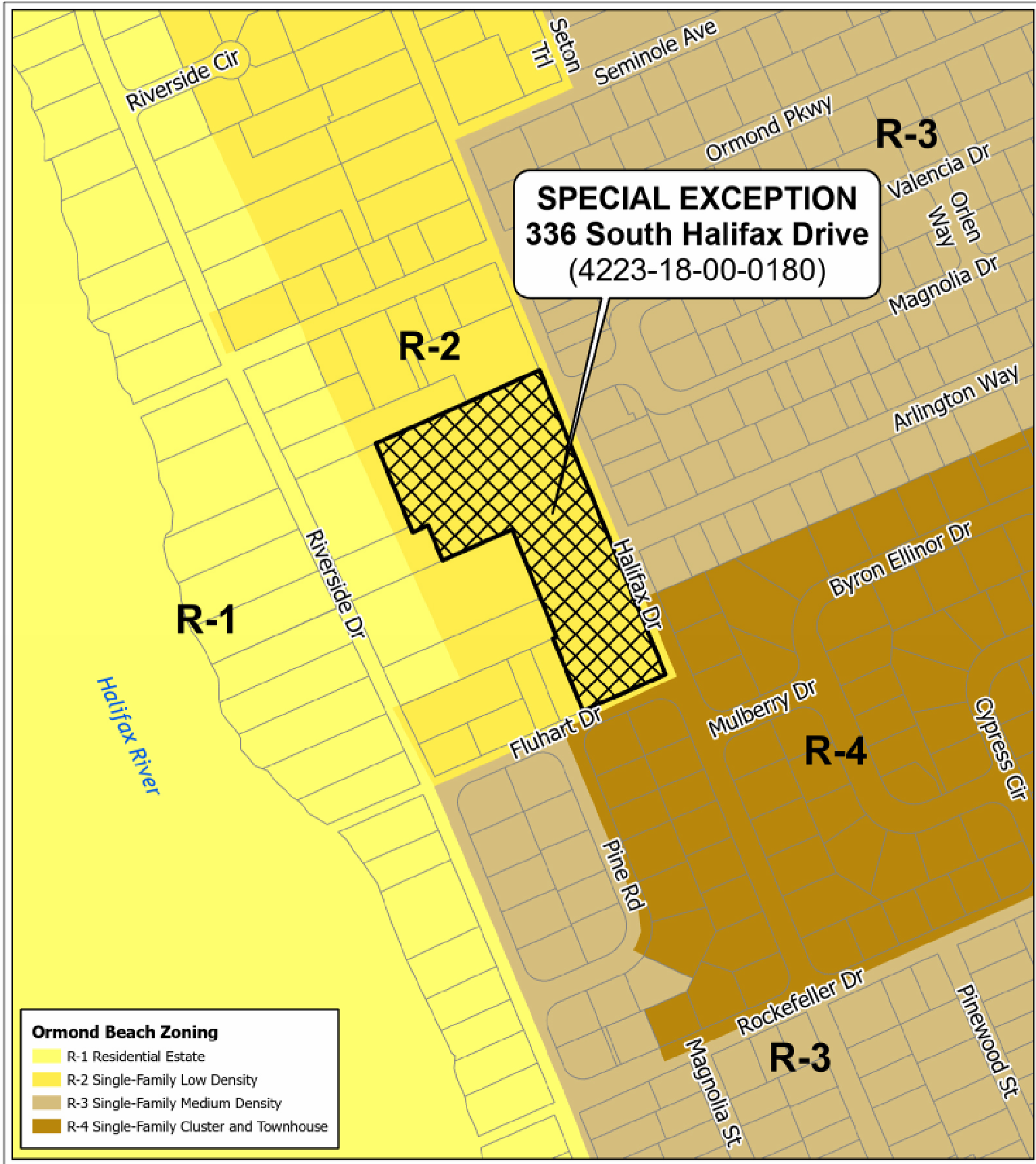
Project Maps and Photographs



**AERIAL MAP
336 SOUTH HALIFAX DRIVE
(SPECIAL EXCEPTION)**

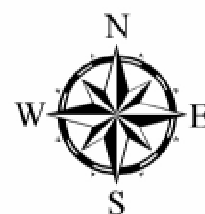
Prepared By: The City of Ormond Beach
G.I.S. Department - September 15, 2025

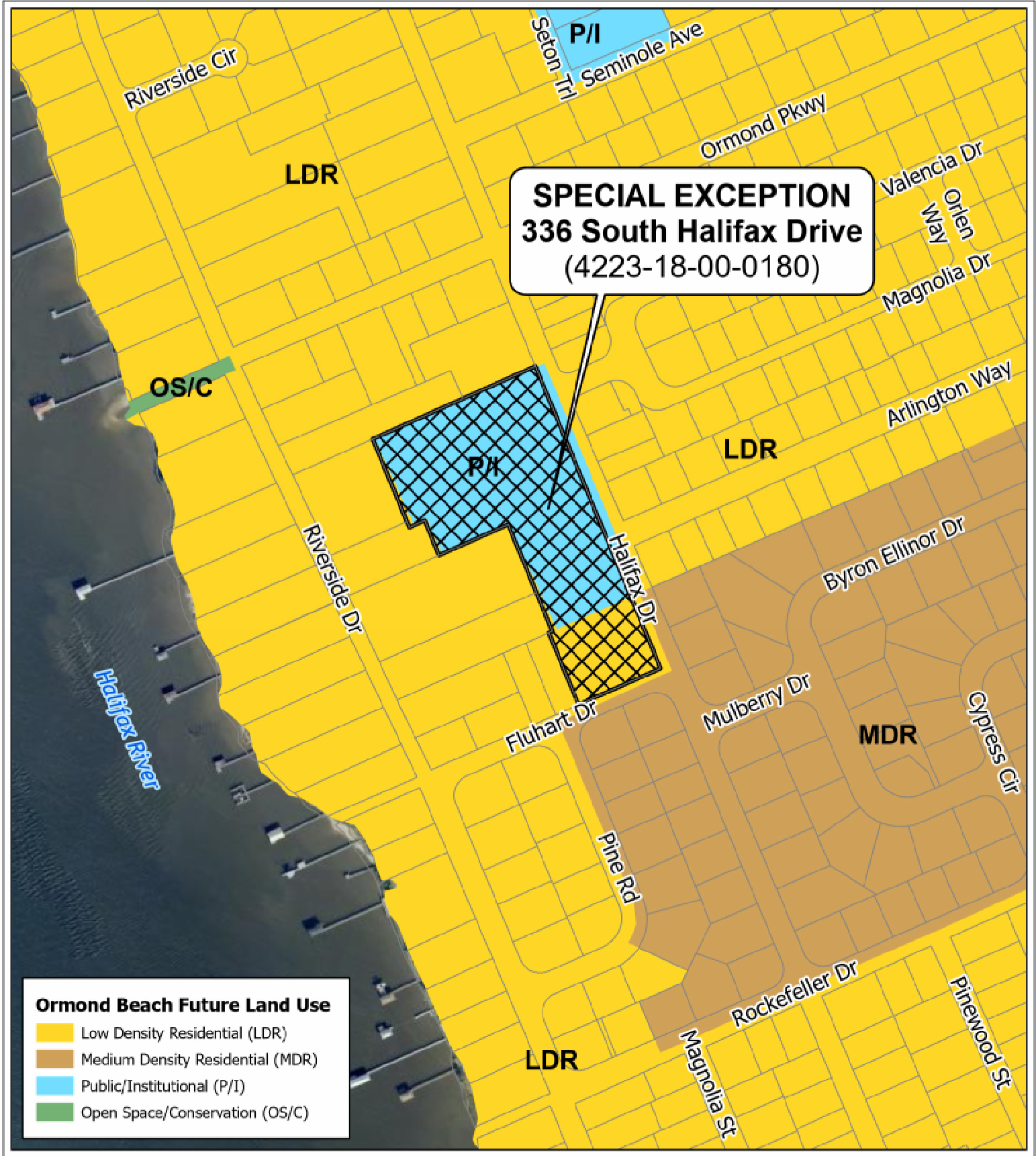




ZONING MAP
336 SOUTH HALIFAX DRIVE
(SPECIAL EXCEPTION)

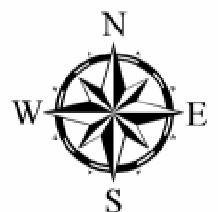
Prepared By: The City of Ormond Beach
 G.I.S. Department - September 15, 2025





FUTURE LAND USE MAP
336 SOUTH HALIFAX DRIVE
(SPECIAL EXCEPTION)

Prepared By: The City of Ormond Beach
G.I.S. Department - September 15, 2025



View of the existing building facing west from South Halifax Drive



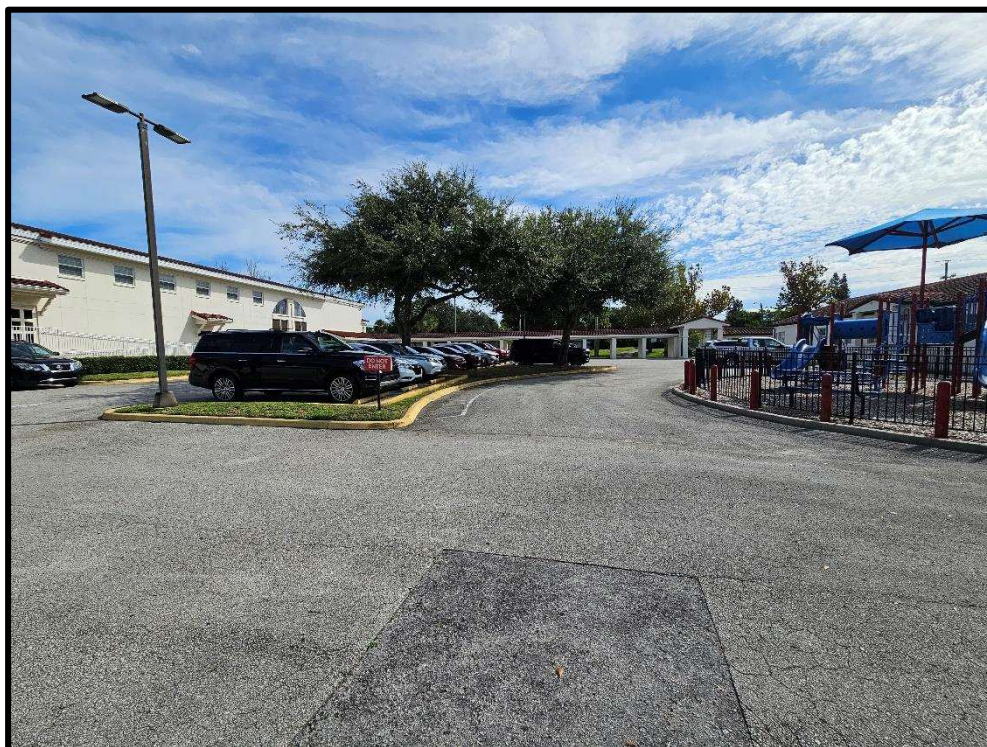
View of the existing building and porte-cochere facing east from existing parking lot



View of the building proposed to be demolished and re-constructed. Facing north from Fluhart Drive along the rear of the property.



View of the building's covered breezeway and parking lot proposed to be demolished and re-constructed. Facing east from the rear of the property.



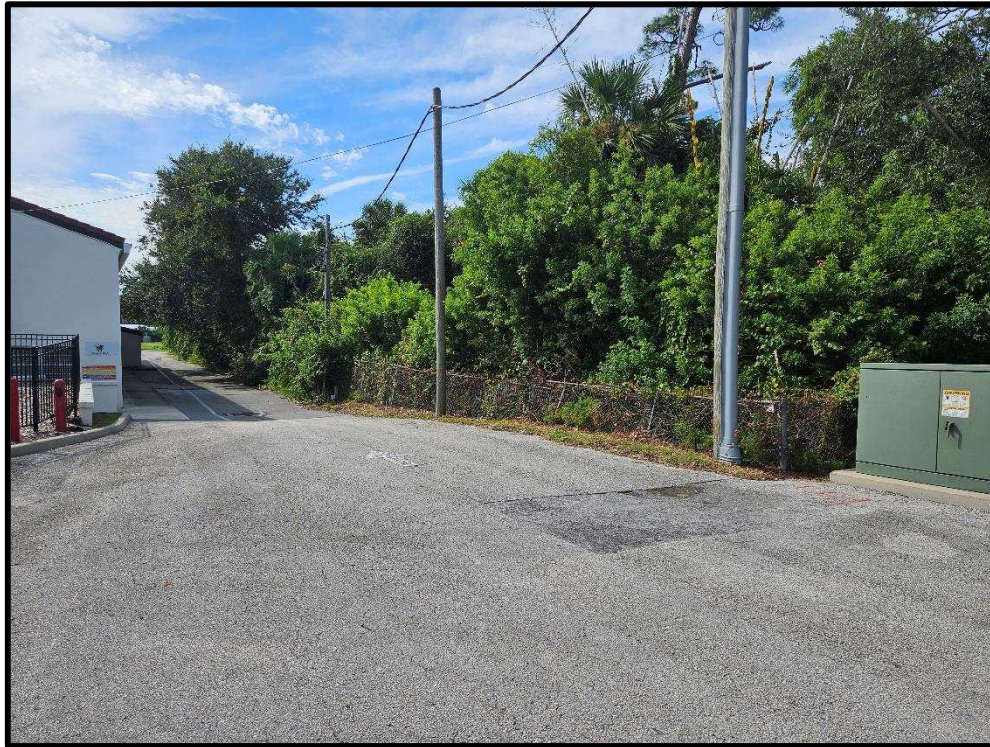
View of the existing drive aisle and grass parking area facing northwest towards the rear property line.



View of the existing drive aisle and adjacent residential property facing southwest towards the rear property line.



View of the existing drive aisle proposed to be re-configured and existing vegetation on the rear property line abutting residential homes facing south towards Fluhart Drive.



View of the existing vegetation on the rear property line abutting residential homes facing west towards Riverside Drive.



Attachment 3:

Resolution 93-38

93-01-177

9305

CITY OF ORMOND BEACH

FLORIDA



The Birthplace of Speed

MARIAN A. MAXWELL
CITY CLERK

May 04, 1993

Zev Cohen
Zev Cohen & Associates
55 Seton Trail
Ormond Beach, FL 32176

Dear Mr. Cohen:

The City Commission, at a Public Hearing held on March 23, 1993, heard a request of the First United Methodist Church for Conditional Use Permit approval to allow additions to the existing Church at 336 South Halifax Drive.

After considerable discussion, approval was given by the adoption of Resolution No. 93-38, subject to stipulations which are attached and made a part of the Resolution. Transmittal of this resolution was delayed pending signatures of the Stipulation, which is attached.

I am notifying the appropriate departments of this approval by copy of this letter. If you have questions please contact our Planning Department at 676-3238.

Sincerely,

A handwritten signature in cursive script that reads "Marian A. Maxwell".
Marian A. Maxwell
City Clerk

MAM/cg
Attach.

CC: Peter B. Heebner, Attorney
Robert Merrell, Attorney
✓ York Phillips, Planning and Development Services Director
Bob Tredik, Chief Building Official
Richard Truitt, Chairman, Beautification Board

RESOLUTION NO. 93 - 38

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE CONSTRUCTION OF CERTAIN ADDITIONS TO AN EXISTING HOUSE OF WORSHIP AT THE NORTHWEST CORNER OF FLUHART DRIVE AND SOUTH HALIFAX DRIVE (FIRST UNITED METHODIST CHURCH); ESTABLISHING CONDITIONS OF APPROVAL; SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Zev Cohen, as authorized by First United Methodist Church, has applied for a Conditional Use Permit to allow the construction of certain additions to the existing First United Methodist Church facilities at the northwest corner of Fluhart Drive and South Halifax Drive, in substantial compliance with the site development plan therefor shown in Exhibit A hereto, which site development plan will be hereafter amended to comply with the conditions of approval hereinafter set forth, and on that real property legally described in Exhibit B hereto, and

WHEREAS, after due notice to all parties, a hearing was held pursuant to Section 1.09 of the Land Development Code, and thereafter the City Commission found that the granting of the Conditional Use Permit will not adversely affect the public interest, and that all requirements governing this conditional use permit have been met, and

WHEREAS, the City Commission has considered the following:

- (1) the reports and recommendations of the Site Plan Review Committee and of the Planning Board;
- (2) the report and recommendation of the Beautification Board;
- (3) the comments of governmental agencies, utility corporations and individuals, as received; and
- (4) the Stipulation for Approval of Conditional Use Permit CUP-93-05, and

WHEREAS, the City Commission makes the following findings:

- (1) that the proposed use is expressly provided for in the R-2 zoning district and is consistent with the purpose and intent of the **Land Development Code** and all elements of the Comprehensive Plan;
- (2) that the proposed use will not create undue crowding beyond the conditions normally permitted in the R-2 zoning district, nor will it adversely affect the public health, safety, welfare or quality of life;
- (3) that public facilities, such as streets, sidewalks, bikepaths, water, sewer, fire or police protection, parks, schools, playgrounds and transportation will not be unduly burdened and are adequate to serve the proposed use;
- (4) that the proposed use will not substantially or permanently depreciate the value of surrounding property, create a nuisance, or deprive adjoining properties of adequate light and air;

- (5) that the proposed use will not adversely affect the natural environment, natural resources or scenic beauty, nor will it cause pollution by the emission of smoke, noise, odor, dust, vibrations, fumes or any other form of pollution which poses a threat to the health and welfare of the neighborhood, as determined by the City Commission based on substantial, competent evidence presented;
- (6) that ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in the event of fire or catastrophe;
- (7) that the proposed use will be reasonably compatible with surrounding uses of the R-2 zoning district in its function, its hours of operation, and the type and amount of traffic to be generated; and
- (8) that the site of the proposed use complies with all applicable provisions of Section 3.38 of the Land Development Code, now therefore,

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

SECTION ONE. That the City Commission hereby grants a Conditional Use Permit to allow First United Methodist Church to construct certain additions to its existing house of worship at the northwest corner of Fluhart Drive and South Halifax Drive, subject to full and continuous compliance with the following conditions:

- (a) that the proposed use will at all times comply with all applicable codes designed to protect the general public;
- (b) that the proposed use will at all times comply with Conditions A through Y, inclusive, set forth on Exhibit C attached hereto and incorporated herein by reference, except to the following extent:
 - (1) Condition J(8) is amended to read:
"(8) Plants at least three (3') feet in height shall be used as a buffer for the parking lot at the southernmost entrance area off Halifax Drive.";
 - (2) Condition M is amended by deleting therefrom the phrase "prior to a Certificate of Occupancy being issued by the City."; and
- (c) that the proposed use will at all times comply with that Stipulation for Approval of Conditional Use Permit CUP-93-05, attached hereto as Exhibit D and incorporated herein by reference.

SECTION TWO. That in the event of any conflict between the Conditions referred to in Subsection One(b) hereof and the Stipulation referred to in Subsection One(c) hereof, the provisions of the said Stipulation shall prevail.

SECTION THREE. That the violation of any of the afore-stated conditions of approval shall be deemed to be a violation of the Land Development Code, and may result in the revocation of this Conditional Use Permit and any occupational license related there-

to, in addition to other remedies for such violation as are provided for in the Land Development Code.

SECTION FOUR. That unless the applicant obtains a building permit to begin construction of the aforescribed additions on or before March 23, 1994, this Conditional Use Permit shall automatically expire without further action by the City Commission.

SECTION FIVE. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 23rd day of March, 1993.



NICHOLAS A. FORTUNATO
Mayor

ATTEST:



MARIAN A. MAXWELL
City Clerk

LOT 7, EAST COAST MORTGAGE COMPANY SUBDIVISION,
OF RECORD IN MAP BOOK 7, PAGE 84, OF THE PUBLIC
RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

LOT 10 AND THE NORTHERLY 40 FEET OF LOT 9, EAST
COAST MORTGAGE COMPANY SUBDIVISION OF RECORD IN
MAP BOOK 7, PAGE 84, OF THE PUBLIC RECORDS OF
VOLUSIA COUNTY, FLORIDA.

AND

THE EASTERLY 205 FEET OF THAT PART OF LOT 3 LYING
WESTERLY OF HALIFAX DRIVE, AND THE EASTERLY 205
FEET OF THE SOUTHERLY 100 FEET OF LOT 2 LYING
WESTERLY OF HALIFAX DRIVE, AND THE EASTERLY 426
FEET OF THE SOUTHERLY 228 FEET OF THE NORTHERLY
400 FEET OF THAT PART OF LOT 2 LYING WESTERLY OF
HALIFAX DRIVE, ASSESSOR'S SUBDIVISION OF LOWER
ORMOND BEACH, OF RECORD IN MAP BOOK 3, PAGE 78,
OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE WESTERLY 155 FEET OF THE EASTERLY
360 FEET OF THE NORTHERLY 90 FEET OF
THE SOUTHERLY 100 FEET OF LOT 2, LYING
WESTERLY OF HALIFAX DRIVE, ASSESSORS'
LOWER ORMOND BEACH, OF RECORD IN MAP
BOOK 3, PAGE 78, OF THE PUBLIC RECORDS
OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT C

- A. Light glare is not to extend off-site.
- B. Install brick or masonry wall on north property line adjacent to the residential district to begin at the front of the house on Halifax Drive. The proposed landscaping is to be maintained to the maximum extent possible. The requirement for a wall may be waived if the applicant submits to the City an affidavit obtained from the adjacent property owner stating that they do not want a wall installed by the Church on the property line abutting the subject parcel. If the buffer is determined to be insufficient or substandard, then the property owner may notify the Church and request a masonry wall be installed. The Church will install the masonry wall within 90 days of notification from the property owner.
- C. Install brick or masonry wall along the west property line except for the Church residence on Riverside Drive, which may have a wood fence in lieu of the wall.
- D. Given the retention pond, the requirement that a brick or masonry wall be installed on the south property line next to the house on the corner of Halifax Drive and Fluhart Street to be waived in lieu of landscaping. The landscaping shall include at least 1 tree for every 50 feet and a 5-foot buffer of shrubs and plants that meet Section 8.04B1 along the fence and hedges between the parking lot and retention pond. The Church will construct a fence on the property line if the existing fence becomes substandard or deteriorated within 90 days notification from the City or property owner of said condition. In addition, a wood fence is to be installed behind the Church residence on Fluhart Street to provide a continuous fenced buffer.
- E. Dumpster and recycling containers should be properly enclosed, landscaped, and located per the LDC.
- F. No accessory uses or structures to be permitted within 30 feet of any property line.
- G. Address City Engineer comments which are to be provided by separate letter.
- H. St. John's River Water Management District permit is required.
- I. Show sod to be installed in all retention areas.
- J. Landscaping plan to be revised as recommended by the Beautification Board, as follows:
 - (1) No more than 10 ~~grass~~/~~or~~/paved parking spaces shall be in a row without a landscaped island.
 - (2) Grass parking areas shall have an average of one landscaped island per ten parking spaces. The landscaped islands shall be designed and located to preserve existing protected and specimen trees to the maximum extent possible.
 - (3) Landscaped island and tree to be added to break up row of 13 paved parking spaces without an island on the west side of the retention area I-4.

- (4) Four additional 2½" caliper weeping willow trees to be added in bottom of retention area I-4 (this is to fulfill mitigation requirements for tree removal that was not entirely addressed in applicant's calculations).
 - (5) Plantings to be added along building foundation in created bed areas in two places at the south side of the future building and west side of future administration building.
 - (6) Irrigation plans to be submitted for Beautification Board approval.
 - (7) Submission and approval of masonry wall details with note indicating that if walls are closer than 10 feet to the base of any tree, the footing may not be continuous and must be spanned at intervals of no less than 5 feet between support footers.
 - (8) Plants taller than asparagus fern to be used as a buffer for parking lot at southernmost entrance area off Halifax Drive.
- K. The Applicant is hereby notified that the City of Ormond Beach has adopted guidelines for a Concurrency Management System which may effect the ability of the City to issue a final development order for this request or may cause the preliminary approval of the Site Plan Review Committee and/or the City Commission to become null and void if a building or site development permit is not issued within the period specified for such approvals in the City's Concurrency Management System.
- L. Transit passenger shelter to be provided at bus stop location on South Halifax Drive and Fluhart Street adjacent to the property.
- M. The Church shall establish a ride sharing program to be reviewed and approved by the Director of Planning and Development prior to a Certificate of Occupancy being issued by the City. The applicant shall designate a specific person as the ride sharing coordinator responsible for conducting a ride sharing campaign within the project, including publicity, processing of applications, distribution of information (including transit information). The Church shall submit an annual report outlining the program and the participation rates.
- N. The driveway to Fluhart Street proposed in Phase II to be eliminated.
- O. All buffer areas designated on the site plan as "to remain natural" shall be perpetually maintained to achieve 40% opacity.
- P. 5' wide sidewalk shall be constructed/integrated into the internal walkway system on the west side of Halifax Drive.
- Q. Restabilize with sod the area where the existing north parking lot will be removed in Phase I and the future building added in Phase II.
- R. All parking bays, driveways, and sidewalks are to be constructed in Phase I except for the driveway extension to Fluhart Street.
- S. Existing 1,141 square-foot building north of Church to be demolished during Phase I.
- T. No driveway or pedestrian access way shall be permitted off-site except as expressly provided for in this Conditional Use Permit and as shown on the approved site plan.

- U. Informational signs to be installed ~~at/in~~ driveways ~~entrances~~ that provide access from Halifax Drive to restrict unauthorized vehicular use of the site.
- V. Building design of the east elevation to provide for more visual relief by either offsetting the facade on an interval more than proposed or by constructing a series of buildings with length limitations and minimum separation distances. In both options, courtyards and open spaces within the structure should be considered integral to the design.
- W. If the church acquires the single-family residence on the corner of Halifax Drive and Fluhart Street, then additional landscaping above the minimum requirements shall be provided in the front and side corner yards to improve the screening and buffering, and that a right turn lane on south-bound Halifax Drive be constructed by the Church.
- X. Any future driveway access to Riverside Drive is prohibited. Church to record a deed restriction to this effect for the Crouch property on Riverside Drive.
- Y. The driveway and grass parking design in the northwest parking lot where it is adjacent to the westernmost boundary to be redesigned to preserve the specimen and protected trees in a manner generally consistent with the sketch revisions drafted and reviewed at the February 11, 1993 Planning Board meeting.

**STIPULATION FOR APPROVAL OF
CONDITIONAL USE PERMIT CUP-93-05**

COMES NOW, THE FIRST UNITED METHODIST CHURCH OF ORMOND BEACH, Petitioner herein ("The Church") CUP-93-05, and MR. AND JAMES KULZER, MR. HORACE SMITH, JR., MR. RONALD CARVER, DR. AND MRS. HENRY KRASKI, AND MR. AND MRS. MAURICE LAMEE, Objectors, and owners of residential properties in the vicinity of The Church's Property ("The Neighbors"), by and through their undersigned attorneys, and agree to a stipulation for the purpose of resolving the differences between them that have arisen as a result of The Church's request for approval of CUP-93-05. By entering this stipulation, The Church agrees to adhere to the conditions set out below as a part of its CUP request and that these conditions be made a part of the minutes of the City of Ormond Beach, and a part of the conditions imposed by the City of Ormond Beach for any approvals that the City may give; The Neighbors withdraw their objections to CUP-93-05, provided all of the conditions set out in this Stipulation are incorporated by the Ormond Beach City Commission into the approval of CUP-93-05.

STIPULATED FACTS

1. The First united Methodist Church of Ormond Beach, Petitioner, has requested approval of Conditional Use Permit CUP-

of Worship located at 336 South Halifax Drive, Ormond Beach, as evidenced by the Site Plan prepared by Zev Cohen and Associates dated February 3, 1993 (the "Site Plan").

2. In order to provide additional parking and setback distance for its House of Worship, The Church has contracted to purchase adjoining property owned by Dr. and Mrs. Gene Crouch ("The Crouch Property").

3. The Neighbors are owners of property in the immediate vicinity of 336 South Halifax Drive.

4. The Neighbors have previously objected to approval of CUP-93-05, but they are now willing to withdraw their objections on the basis of this stipulation.

5. The Ormond Beach Planning Staff ("The Staff") recommended approval of CUP-93-05, subject to 22 conditions as listed in the staff report dated February 11, 1993.

6. The Ormond Beach Planning Board ("The Planning Board") at its meeting of February 16, 1993, voted to approve CUP-93-05, subject to the conditions recommended by staff, with revisions as reflected in the letter dated February 12, 1993 from York Phillips to Eugene Miller.

7. The Church accepts the conditions as outlined in the letter dated February 12, 1993 from York Phillips to Eugene Miller and those additional conditions as set out below.

ADDITIONAL CONDITIONS

1. The Church shall not utilize the "Crouch Property" for parking or for any other purposes except as described herein, except that the Church is specifically entitled to use the north ten feet (10") of that portion of the Crouch Property which is included in CUP-93-05 for parking, as depicted on the Site Plan. The parking spaces not within the north ten feet (10'), and the drive-way through the Crouch property, as depicted on the site plan submitted to the Planning Board, shall not be constructed by the Church. The Church agrees to the imposition of a covenant on the deed received from the Crouches to The Church running with the land forever precluding the use of the Crouch Property for any uses other than described herein.

2. The Church shall be permitted to utilize that portion of the Crouch property which is included in CUP-93-05 for stormwater retention and shall make a reasonable effort to retain as many of the existing trees as practical. The stormwater retention shall not interfere with the landscape buffer required to be constructed on the Crouch Property.

3. The Church shall reduce the capacity of the Sanctuary by four seats for every parking space which The Church is not able to construct due to condition No. 1 above, or by any other conditions or restrictions imposed by the City of Ormond Beach.

4. The parties shall not purchase property, lease or gain control of property for further church use: 1) north of the existing church property; or 2) west of the existing church property as depicted on the Site Plan by Zev Cohen and Associates,

dated February 3, 1993, except that the Church is specifically permitted to purchase the property currently owned by Mr. and Mrs. Sweda immediately west of the Church property on Fluhart Street, if that property is offered for sale.

5. The wooden fence to be constructed along the west property line of the Crouch Property will have no opening allowing vehicular entry.

6. All buffer areas designated on the Site Plan as "to remain natural" shall be strictly maintained to achieve thirty percent (30%) opacity within two years and sixty percent (60%) opacity within five years, including the north property line of the Church Property.

7. The Church agrees to maintain a twenty-six (26) foot naturally-vegetated buffer from Dr. and Mrs. Kraski's easterly property line. The Kraski's and any property owner on the north boundary of the Church Property may waive the installation of a masonry wall along The Church's property line abutting their property. The requirement for a wall may be waived if the applicant submits to the City an affidavit obtained from the adjacent property owners stating that they do not want a wall installed by The Church on the property line abutting the subject parcel. Two years after the date of final Site Plan approval by the City, the City shall inspect the buffer to establish compliance with the standards contained herein. If the buffer is determined to be insufficient or substandard, then the property owner may notify The Church and request a masonry wall be installed. The

Church will install the masonry wall within ninety (90) days of notification from the property owner.

8. The Church will install a vegetation buffer along the southern boundary of that portion of the Crouch Property which is included in CUP-93-05 that will attain thirty percent (30%) opacity within two years and sixty percent (60%) opacity and a height of approximately ten to fifteen (10-15) feet within five (5) years of construction. This can be a combination of bamboo or a combination of large, fast-growing trees.

9. If an additional fence is constructed behind the Carver house, it will be constructed to allow an opening or gate to allow foot traffic between the Carver house and The Church property. Otherwise, the existing fence behind the Carver and Kulzer properties (and the remainder of the extension of those property boundaries to Fluhart street) shall remain.

10. The conditions and agreements contained herein shall be binding upon the parties hereto, their heirs, assigns and transferees. The terms and conditions of this Stipulation shall be fully enforceable by the parties hereto and the City of Ormond Beach.

11. The Church, by its signature below, hereby agrees that the person executing the document below has the full authority to bind The Church organization, its officers and congregation to the terms and conditions of this Agreement.

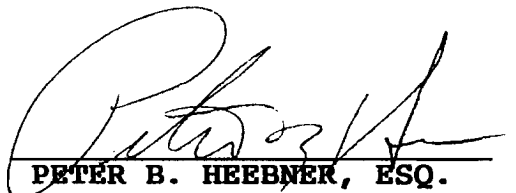
12. In the event of litigation arising from the terms of this Agreement, the prevailing party in such litigation shall be entitled to his reasonable attorneys' fees.

13. If any provision of this Agreement shall be declared invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.



ROBERT A. MERRELL III, ESQ.
Cobb, Cole & Bell
150 Magnolia Ave.
P.O. Box 2491
Daytona Beach, FL 32115
(904) 255-8171
Attorney for Petitioner,
First United Methodist Church
of Ormond Beach

Date: 4-15-93



PETER B. HEEBNER, ESQ.
Heebner, Bagget, et al.
523 N. Halifax Ave.
Daytona Beach, FL 32118
(904) 255-1428
Attorney for The Neighbors
Date: 4-29-93

Commissioner Lynn asked for discussion on Item 6G on the Consent Agenda.

Commissioner Hood moved, seconded by Commissioner Lynn, to approve the Consent Agenda as submitted, with the exception of Item #6G.

Call Vote:

Commissioner Lynn	yes
Commissioner Hood	yes
Commissioner Thompson	yes
Commissioner Van Rhee	yes
Mayor Fortunato	yes

carried.

Item #6
G)

Commissioner Lynn asked for clarification as to where the wells referred to were located and also how much additional water would the City be getting.

Mr. Steve Jones, City Engineer, stated there were four wells involved. Two of the wells are existing 10 inch test wells which have been placed on the Rima Ridge and Consolidated Tomoka has consented to let the City use them as regular wells. There are two new wells planned in the existing Hudson well field on the north side of State Road 40. 2 million gallons a day of additional water will be available from these wells. Commissioner Lynn was advised that this had nothing to do with any western wells.

Commissioner Van Rhee moved, seconded by Commissioner Hood, for approval of Item 6G.

Call Vote:

Commissioner Hood	yes
Commissioner Thompson	yes
Commissioner Van Rhee	yes
Commissioner Lynn	yes
Mayor Fortunato	yes

carried.

Item #7
A)

The City Clerk advised this Public Hearing was a request of the First United Methodist Church to construct certain additions to an existing House of Worship located at 336 South Halifax Drive.

The Commission waived the reading of the Public Hearing announcement which was duly advertised.

Mr. York Phillips, Director of Planning and Development presented slides of the location of the property and explained that Code provides for Houses of Worship through the Conditional Use Permit process. Mr. Phillips explained the slides would orient the Commission to the property and to some of the issues that would be discussed.

The Director of Planning and Development noted that the Planning Board recommended that this Conditional Use Permit be approved with conditions as set forth by the Board and these issues would be discussed.

Mayor Fortunato pointed out that the existing facility is non-conforming. Mr. Phillips agreed that the structure is non-conforming with respect to several features and in reviewing this with the Site Plan Review Committee they looked at the various non-conformities and based a lot of the recommendations on eliminating as many of them as possible. The proposal eliminates the non-conformity with respect to parking by adding parking spaces and bring the parking requirements within the Code. This plan reflects all of the requirements of the City with respect to landscaping and buffers with the exception of substituting wood fences for masonry walls in some places.

Mr. Rob Merrell, representing the First United Methodist Church, introduced himself to the Commission and stated that Mr. Phillips had explained most of the issues with the slide presentation. Mr. Merrell stated he would be speaking on behalf of the church, however, he believed there would be some other members of the church that would want to be heard. As some background, Mr. Merrell noted this project is the product of many years of planning and fund-raising and would certainly be an asset to the community.

Mr. Merrell pointed out that the site is located within an R-2A zoning district which permits a House of Worship by Conditional Use Permit. Section 5.01C of the LDC requires non-residential uses in residentially zoned districts other than Suburban Residential to conform to the dimensional requirements provided for such uses under Article III (Conditional Uses) or as required for single-family homes in the respective zoning district, whichever is greater. However, the setback requirements for the R-2A district are superseded in this case by Section 3.38A3, which requires a House of Worship abutting a residential district to meet a minimum setback for the principal building of at least 100 feet from the property line adjacent to the residential district or 30 feet from any other district. No accessory use or structure may be located closer than 30 feet to any property line.

Mr. Merrell noted that this plan has been before the Site Plan Review Committee, the Beautification Board and the Planning Board and the church is willing to do just about anything to have this project be approved. Mr. Merrell referred to Mr. Phillips' letter of February 12, 1993 to the City Manager in which a list of 32 conditions was outlined. The church has stated they were willing to comply with all of these conditions, subject to discussion about some grey areas. The attorney reviewed several of the conditions as outlined in the letter and explained some of the proposals and recommendations that were discussed and amended. (These conditions are attached to Resolution No. 93-38)

After a lengthy presentation by Mr. Merrell, Commissioner Hood referred to the Stipulation for Approval of Conditional Use Permit [Exhibit D] as presented by Peter Heebner, Attorney for the abutting neighbors. Commissioner Hood stated that if the church was agreeable to stipulations A through Y of Exhibit C, then these new stipulations in Exhibit D should be addressed in order to determine what the church disagrees with on these new stipulations.

Mr. Merrell submitted several letters for the record and also a petition signed by 797 people who were in favor of this application. Mr. Dave Brown, Chairman of the Building Committee for the church, explained that in 1977 a plan for a new sanctuary was proposed, and this project was not a hastily conceived idea, but has been in the planning stages since 1989.

Mr. Tom Cartledge of South Beach Street stated the church had raised \$2 million toward this project and had, "put their money where their heart is".

Mr. Don Gill of Riverside Drive, a former superintendent of schools and a member of the church for many years, described United Methodist as an active, growing, dynamic group of believers asking for assistance and approval for a job they have been planning for many years.

Mr. John McCready of Twin Rivers Drive stated the community needed the facility for the youth of the community and his son attested to the benefits of the youth program at the church. Many other parishioners came forward in support of the church.

Mr. Peter Heebner of 523 No. Halifax Avenue, representing Mr. and Mrs. James Kulzer, Mr. Ronald Carver, Dr. and Mrs. Henry Kraski and Mr. and Mrs. Maurice Lamee, stated the issue was what could be done under a conditional use permit that would adequately protect the neighborhood and the residential nature of the area

in which this church is now operating. Mr. Heebner noted the church was a vibrant, growing church, however, the attorney believed the growth was going to create a problem that must be addressed at this point in time. Mr. Heebner referred to the stipulated facts as well as the additional conditions as outlined in the Stipulation for Approval of the Conditional Use Permit, Exhibit D. The two primary issues were parking and buffering and Mr. Heebner submitted a petition signed by the surrounding property owners expressing their concerns about the intense use of the property. Mr. Heebner pointed out that documents contained in the city's files indicate that the existing parking lot is used to capacity every Sunday.

Mr. Heebner suggested that the additional conditions as outlined in Exhibit D be reviewed and informed the Commission that the neighbors agreed to all of these added conditions. These conditions have not been agreed to by the church as yet. Mr. Heebner read the additional stipulations and further discussed the concerns of his clients.

Mr. Maurice LeMee of 280 South Halifax Drive referred to a traffic survey which he made and advised that on a typical Sunday there is an average of 225 cars for over a two hour period in the vicinity of the church. With the increase in the size of the church, Mr. LeMee stated the biggest concern in the neighborhood was the parking issue.

Mr. Merrell asked the Commission to allow Mr. Heebner and himself, as well as a Committee from the church, to take ten minutes to discuss some of the most recent conditions brought forward this evening. Mayor Fortunato stated that if all the parties concerned could agree to something it would be most productive.

Mayor Fortunato advised the Commission would move on to another item and come back to this Public Hearing after the attorneys have had time to negotiate.

Item #7
E)

RESOLUTION NO. 93-59

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CITY'S WRECKER SERVICE AGREEMENT WITH ORMOND AUTOMOTIVE SERVICES, INC., TO INCREASE STORAGE FEES; SETTING FORTH AN EFFECTIVE DATE.

Commissioner Hood moved, seconded by Commissioner Lynn, for approval of Resolution NO. 93-59, as read by title only.

Commissioner Thompson moved, seconded by Commissioner Lynn, to close the Public Hearing.

Call Vote:	Commissioner Thompson	yes
	Commissioner Van Rhee	yes
	Commissioner Lynn	yes
	Commissioner Hood	yes
	Mayor Fortunato	yes

carried.

The City Attorney explained to Commissioner Lynn that the towing company pays the \$2,000.00 to the City in the nature of a franchise.

Call Vote:	Commissioner Van Rhee	yes
	Commissioner Lynn	yes
	Commissioner Hood	yes
	Commissioner Thompson	yes
	Mayor Fortunato	yes

carried.

Call Vote:

Commissioner Thompson	no
Commissioner Van Rhee	yes
Commissioner Lynn	no
Commissioner Hood	yes
Mayor Fortunato	yes

carried.

Mayor Fortunato advised this matter would be on the agenda in two weeks. Commissioner Lynn requested that Mr. Miller speak to each Commissioner individually to get input on the item. Commissioner Thompson asked to see some figures from Mr. Miller that would justify the projected savings of \$100,000.00 to \$250,000.00 per year.

Item #7

A) [Continued from the beginning of the meeting].

Mr. Merrell happily reported that an agreement was met on the stipulations for approval of the Conditional Use Permit for the First United Methodist Church facility. Mr. Merrell and Mr. Heebner referred to Exhibit D, Page 2 under Additional Conditions and noted the amendments made to these conditions, and advised all these conditions would be documented in writing as soon as possible.

Commissioner Hood moved, seconded by Commissioner Van Rhee, to close the Public Hearing.

Call Vote:

Commissioner Van Rhee	yes
Commissioner Lynn	yes
Commissioner Hood	yes
Commissioner Thompson	yes
Mayor Fortunato	yes

carried.

RESOLUTION NO. 93-38

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE CONSTRUCTION OF CERTAIN ADDITIONS TO AN EXISTING HOUSE OF WORSHIP AT THE NORTHWEST CORNER OF FLUHART DRIVE AND SOUTH HALIFAX DRIVE (FIRST UNITED METHODIST CHURCH); ESTABLISHING CONDITIONS OF APPROVAL; SETTING FORTH AN EFFECTIVE DATE.

Commissioner Hood moved, seconded by Commissioner Van Rhee, for approval of Resolution No. 93-38 as revised and Exhibit D as amended in accordance with Mr. Merrell's information as read into record.

Commissioner Thompson moved to amend Exhibit "C", Item M, to read that the church is encouraged to establish a ride-sharing program to be reviewed by the Director of Planning and Development. Commissioner Thompson asked that the wording, "prior to a Certificate of Occupancy being issued by the City" be deleted. Commissioner Lynn seconded this amendment.

Call Vote on the Amendment:

Commissioner Lynn	yes
Commissioner Hood	yes
Commissioner Thompson	yes
Commissioner Van Rhee	yes
Mayor Fortunato	yes

carried.

Commissioner Thompson moved, seconded by Commissioner Hood, to amend Exhibit C to read that plant heights used as a buffer should be a minimum of 3 feet.

Call Vote on Second Amendment:

Commissioner Hood	yes
Commissioner Thompson	yes
Commissioner Van Rhee	yes
Commissioner Lynn	yes
Mayor Fortunato	yes

carried.

Attachment 4:

Neighborhood Meeting Summary

To: Steven Spraker, AICP

From: Jessica Gow, Esq.

Date: April 14, 2025

Client/Matter #: 2025- PZ-2025-000129 – Special Exception for House of Worship

Subject: Neighborhood Meeting Summary – April 9, 2025

A neighborhood meeting was held at the property comprising the site plan and special exception application, 336 S. Halifax Dr., Ormond Beach, FL 32174, on April 9, 2025, at 6:00 p.m.

Jessica Gow from Cobb Cole and Sean Meade from Zev Cohen and Associates were in attendance to explain the request, along with representatives from the Property Owner. Interested residents attended the meeting to review the request – a copy of the sign-in sheet is included herein.

The project team went over the proposed partial redevelopment of the site, focused on removal of older structures on the south end of the property and construction of new support building closer to the existing House of Worship Sanctuary. The residents were informed that the current structures were not large enough to support the natural growth that occurred at the House of Worship over the years, and the new facilities were intended to allow the existing services to continue within the site in a more modern and comfortable space. A resident asked whether the existing counseling services were another church that was renting the older structures, and it was clarified that it is a counseling service that is currently using interior space.

Residents asked general questions regarding the location of new uses, and how stormwater would be managed on site. Sean Meade explained that the redevelopment would include installation of certain piping improvements to help facilitate existing drainage conditions on site, and that the redevelopment would not result in any additional impervious area within the site. An adjacent neighbor asked about preserving historic access to their property through a gate, and Mr. Meade noted that they would coordinate directly with the owner on the placement of the retaining wall and preservation of the gate access.

One resident asked about general approval and construction timing, and the development team noted that they would try to put together a general idea of a construction schedule for discussion at the public hearings. Another resident noted it would be nice if any historic architecture from the former structures were complemented or pulled into the new site.

We have included the list of the property owners to whom we sent the Invitation to the Neighborhood Meeting, and a copy of the Invitation.

Thank you.

FIRST UNITED METHODIST CHURCH

SITE PLAN AND SPECIAL EXCEPTION

NEIGHBORHOOD MEETING

FIRST UNITED METHODIST CHURCH OF ORMOND BEACH

336 S. HALIFAX DR., ORMOND BEACH, FL 32174

APRIL 9, 2025

6:00 P.M.

SIGN IN SHEET

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE OR EMAIL</u>
Jessica Gow	One Bay St Baytown Blvd, Baytown	286-323-9226
Sean Meade	300 Interchange Blvd.	386-677-2482
Laura Dye	331 Riverside Dr.	530-448-9750
SCOTT COLLISON	331 RIVERSIDE DR	530-448-9720
Michael Gentry	10 INDIAN SPRINGS DR	386-405-8632
Jennifer Bright	221 Arlington Way	925-519-0731
Jorge Delgado	221 Arlington Way	925-596-0227
Joe Dwyer	94 Ormond Pkwy	386-677-6100
Matt Kessel	315 S. Halifax	317-523-7488
444 LLOYD	1305 OAK FOREST	386-295-0839
Angie Shull	110 Deer Lake	895-9645
Sharon Spraker	22 S. Beach	676-3341

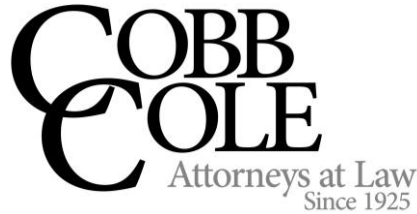
NAME

ADDRESS

PHONE OR EMAIL

DANA SMITH

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznajstajler
Matthew S. Welch
Edward H. Thompson
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow



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Sydney V. Cichon
Anthony E. Aguanno
Baylee D. Bunyard
Anne M. Kehrli
Alanna V. Smith

OF COUNSEL
Larry D. Marsh
Ira Halfond

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

March 21, 2025

INVITATION TO NEIGHBORHOOD MEETING

Dear Neighbor:

The law firm of Cobb Cole has the pleasure of representing First United Methodist Church of Ormond Beach, Inc., (Owner) in connection with their application for a Site Plan and Special Exception on their property located at 336 S. Halifax Dr., Ormond Beach, FL as shown on the attached map. The owner intends to provide for additional building area within the property to support the existing House of Worship use, as illustrated on the included conceptual plan.

As neighbors to the proposed development, we would like to invite you to discuss the project on **Wednesday, April 9, 2025, at 6:00 p.m.** at the First United Methodist Church of Ormond Beach, located at 336 S. Halifax Dr., Ormond Beach, FL 32174.

You may provide written comments or questions regarding this request by email to Tequila.nelson@CobbCole.com or by letter to Tequila Nelson, Cobb Cole, One Daytona Boulevard, Suite 600, Daytona Beach, FL 32114. Please include your name, address, and contact information in your correspondence. A copy of any correspondence received prior to the meeting will be included in the summary of the meeting provided to the City of Daytona Beach.

We look forward to seeing you at this meeting if you are interested in discussing this amendment to the existing project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessica Gow".

Jessica Gow

Direct Dial (386) 323-9226
Email Jessica.gow@CobbCole.com
Fax (386) 323-9207

JLG/tmn

**NEIGHBORHOOD MEETING REQUIREMENTS
THE CITY OF DAYTONA BEACH, FLORIDA**

I, the undersigned, hereby certify that I have mailed to the following named property owners whose property is within 600 feet of that property which is the subject of an application for a Site Plan and Special Exception pursuant to the Land Development Code (LDC) of The City of Ormond Beach, Florida, a notice containing the time, date, location, and general nature of the development proposal. I, the undersigned, also hereby certify that I have posted notice of the neighborhood meeting on the property which is the subject of an application for a Site Plan and Special Exception. The mailed notices were sent at least fourteen (14) days prior to the neighborhood meeting date. The posted notices were posted on the affected property, viable from each adjoining right-of-way, at least (14) days prior to the neighborhood meeting date.

This form, a certified copy of the mailing list (obtained from the Volusia County Property Appraiser's Office) photos of the posted notices, and a written summary of the neighborhood meeting complying with Section 4-03 (6) C. of the LDC must be submitted to City Staff within 7 business days after the meeting.

Project Number SPRC-2025-000055 & PZ-2025-000129

Typed/Printed Name Tequila Nelson

Signature (sign after reading) _____

Address One Daytona Blvd. Suite 600 Daytona Beach FL 32114

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 24 day of March, 2025, by Tequila Nelson, who is personally known to me or has produced _____.



NOTARY PUBLIC – STATE OF FLORIDA

Darlene Feliciano

NAME OF NOTARY – TYPED OR PRINTED

Darlene Feliciano

COMMISSION # 163349

NEIGHBORHOOD MEETING NOTICE

A NEIGHBORHOOD MEETING HAS BEEN SCHEDULED
TO DISCUSS THE EXISTING APPLICATION FOR THE
PROPERTY FOR A SITE PLAN AND SPECIAL OCCUPATION AS

APRIL 9, 2025

THE MEETING WILL BE HELD AT 7:00 PM AT THE CITY OF
MEMPHIS, 1000 N. GUYTON AVENUE, 3RD FLOOR, IN
ROOM 300. IT IS REQUESTED THAT YOU BRING
YOUR OWN WATER BOTTLES AND SNACKS.

**NEIGHBORHOOD
MEETING NOTICE**
A NEIGHBORHOOD MEETING WILL BE HELD ON THURSDAY, APRIL 9, 2025 AT 7:00 PM AT THE COMMUNITY CENTER, 1000 S. GULF DR., SUITE 100, TAMPA, FL 33606. THE MEETING IS FREE AND OPEN TO THE PUBLIC. FOR MORE INFORMATION, PLEASE CONTACT THE COMMUNITY CENTER AT (813) 255-1234.

Attachment 5:

Applicant Submitted Information

The Applicant is requesting a special exception to allow redevelopment of an existing House of Worship within the property. Below please find a narrative identifying the relevant criteria set forth in the Land Development Code (LDC) for approval of a special exception for this use, and how the Property subject to this application complies with the same:

Houses of worship. Houses of worship, including customary accessory uses, are allowed as specified in article II of this chapter, subject to the following minimum requirements:

- a. The predominant frontage shall be oriented toward an arterial or collector street as identified in the traffic circulation element of the comprehensive plan.

The predominant frontage for the use is oriented toward S. Halifax Drive, a major collector street as defined in the City's Comprehensive Plan.

- b. The building height may not exceed that allowed in the district in which the use is located. However the bell tower, steeple, spire or other attached or freestanding accessory structure may be a maximum of seventy-five feet (75') above the mean site elevation based on a finding that the approved height will not have a negative impact on the character of the neighborhood or create a dangerous condition.

The Subject Property is located in the R-2, Single-Family Low Density Zoning District. The maximum building height allowed in this district is 30 feet. The proposed building is compliant with this requirement as measured in compliance with the LDC.

- c. Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and child care facilities, shall be one hundred feet (100') from the side and/or rear property line abutting such district or use; otherwise, the minimum side and rear property setback shall be thirty feet (30'). If the subject property abuts a residential zoning district or an existing conforming residential use not separated from the site by a public right-of-way and desires a setback less than one hundred feet (100'), then allowances may be made through the Special Exception process and site-specific review. No accessory use or structure shall be located closer than thirty feet (30') to any property line.

The Subject Property abuts the R-1 and R-2 residential districts. The existing House of Worship on site (the "Existing Building") was approved as a Special Exception in 1993, prior to the implementation of the 100' side and/or rear yard setback requirement. Although the Existing Building does not meet this setback requirement, it has coexisted with the surrounding residential uses for over two decades. The conceptual layout for the redevelopment modifies structures closest to residential uses and proposes a new House of Worship building with increased setbacks (the "Proposed Building"). Accordingly, a reduced side yard setback to 30 feet is requested for the Existing Building and a reduced rear yard setback to 30 feet is requested for the Proposed Building. Notably, only half of the Proposed Building is positioned within the 100' setback, thus minimizing the extent of the setback reduction needed. The remaining portion of the Proposed Building is set back

over 200 feet from the rear property line, in full compliance with the applicable setback requirements. The site design also incorporates a 6-foot chain-link fence on the rear boundary line and a brick column with a wood fence that borders the north side boundary, providing enhanced buffering between neighboring residential uses. **The Applicant is requesting a modification from Section 2-50(n)(14)(c), which requires installation of a wall along the eastern boundary of the site. The LDC provides that the requirement for a wall may be waived where there are distinct topographical features such as stormwater retention areas, bridges, highways or sharp changes in elevation which would make construction of walls difficult and not necessary for the reduction of noise or increased privacy. The Eastern boundary of the Property includes a retaining wall that will measure 3-3.5 feet above the adjacent site – further, the existing topography of the adjacent property directs stormwater runoff toward the church property where it is collected by pipes and directed to the stormwater system. A wall would impede this drainage pattern, causing negative upstream effects to the adjacent property. The Property is also being designed to retain the existing easement utilized by adjacent owners to access the rear of their site, which is densely wooded and with a large distance between structures. The provision of a wall would hinder this request, and we are requesting that the adjacent access be treated as a bridge/highway under the LDC allowance for a wall waiver.**

- d. Outdoor play areas may not be located within thirty feet (30') of a single-family home or district permitting such use and shall have a buffer area, fence, or wall as provided for commercial uses adjoining such districts in [chapter 3](#), article I of this Land Development Code, landscaping, for the area impacted by such use.

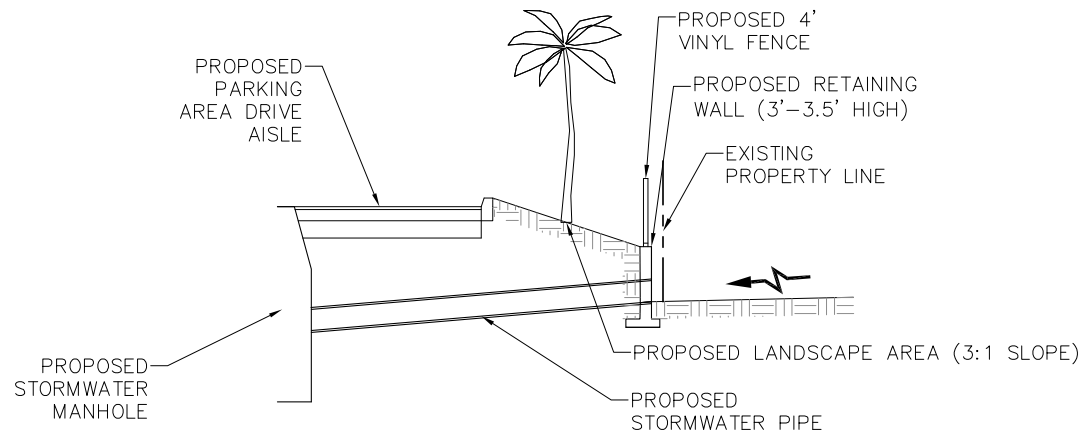
The outdoor play area for this site is located a minimum 35 feet from any adjacent single-family home or residential district. The play area shall meet all applicable landscaping and buffering requirements as required by this section.

- e. The facility shall be located in compliance with [section 2-56\(8\)](#), as the same now exists or may hereafter be amended.

The location of the proposed use shall comply with [section 2-56\(8\)](#), as the same now exists or may hereafter be amended.

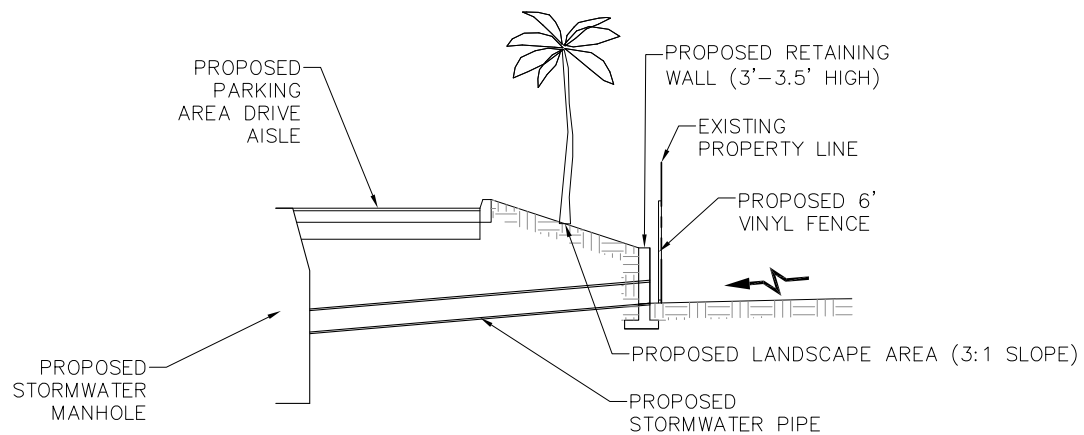
- f. Child care facilities may be allowed as use in association with a house of worship as a conditional use reviewed by the SPRC. All conditions listed under the child care facility shall be complied with.

Any child care facilities offered in association with the House of Worship as a conditional use will fully comply with all applicable conditions and requirements set forth for child care facilities.



RETAINING WALL W/FENCE ON TOP TYPICAL SECTION

N.T.S



RETAINING WALL AND FENCE TYPICAL SECTION

N.T.S

NOTARIZED AUTHORIZATION OF OWNER

WE, FIRST UNITED METHODIST CHURCH OF ORMOND BEACH INC., as the sole fee simple title holder of the property described as the following Tax Parcel ID Number 422318000180 authorize Cobb Cole by Jessica Gow, Esquire, Zev Cohen & Associates by Sean Meade, E.I., and/or their consultants to act as our agent to seek a Final Site Plan, and/or all regulatory approvals in connection therewith, on the above-referenced property.

FIRST UNITED METHODIST CHURCH OF
ORMOND BEACH INC.

By: Mark Dunn for Fume

Its: Chairman

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 10th day of September, 2025, by Mark Dunn as Chairman of FIRST UNITED METHODIST CHURCH OF ORMOND BEACH INC., who is personally known to me or who has produced _____ (type of ID) as identification and who did not take an oath.

Carola A. Patton
NOTARY PUBLIC – STATE OF _____

NAME OF NOTARY – TYPED OR PRINTED

COMMISSION NO: _____





Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3091418

Parcel ID: 422318000180

FIRST UNITED METHODIST CHURCH

336 S HALIFAX DR, ORMOND BEACH, FL

Parcel Summary

Alternate Key: 3091418
Parcel ID: 422318000180
Township-Range-Section: 14 - 32 - 23
Subdivision-Block-Lot: 18 - 00 - 0180
Owner(s): FIRST UNITED METHODIST CHURCH - FS - Fee Simple - 100%
OF ORMOND BEACH INC - FS - Fee Simple - 100%
Mailing Address On File: 336 S HALIFAX DR
ORMOND BEACH FL 32176 8111
Physical Address: 336 S HALIFAX DR, ORMOND BEACH 32176
Property Use: 7100 - CHURCHES
Tax District: 201-ORMOND BEACH
2024 Final Millage Rate: 16.2081
Neighborhood: 2368
Subdivision Name: ASSESSORS SUB MB 16 PG 47
Homestead Property: No

This instrument is prepared by:
BERNARD H. STRASSER, Esquire
116 East Granada Boulevard
Ormond Beach, Florida 32176
Return to: Same as above
Parcel I.D. No. 4223-03-01-0090

WARRANTY DEED

THIS WARRANTY DEED, made this 4/2/07 day of April, 2007, between William R. Dawes, a married man, of Ogden, Utah, (hereinafter the "Grantor") and to The First United Methodist Church of Ormond Beach, Florida, Inc. whose post office address is 336 South Halifax Drive, Ormond Beach, Florida 32176, hereinafter the "Grantee").

W I T N E S S E T H

That said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid by the Grantee, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, to the said Grantee, and Grantee's heirs, and assigns forever, the following described land, situate, lying and being in Volusia County Florida:

Lot Eight (8), and the Southerly Twenty (20) feet of Lot Nine (9), Subdivision of Lot Four (4), of the Assessor's Lower Ormond Beach lying West of Halifax Drive, according to map in Map Book 7, Page 84, of the Public Records of Volusia County, Florida.

Subject to an easement for radius at Southeast Corner of Lot 8, being 18.9 Feet West of Southeast corner and 14.7 feet North of Southeast corner, with a 66.6 foot radius, per Deed Book 428, Page 315, Public Records of Volusia County, Florida.

In trust that said premises shall be kept, maintained, and disposed of for the benefit of The United Methodist Church and subject to the usages and the Discipline of The United Methodist Church. This provision is solely for the benefit of the grantee and the grantor reserves no right or interest in said premises.

Subject to taxes for the year 2007 and subsequent years.

THIS IS NOT THE HOMESTEAD OF THE GRANTOR WHO LIVES IN THE STATE OF UTAH.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal

the day and year first above written.

Signed and sealed in our presence:

Steven Harkness
WITNESS-Signature
Steven Harkness
WITNESS-PRINTED NAME
Melanie Vaughan
WITNESS-Signature
Melanie Vaughan
WITNESS-PRINTED NAME

William R. Dawes GRANTOR
William R. Dawes, Grantor

ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF Weber

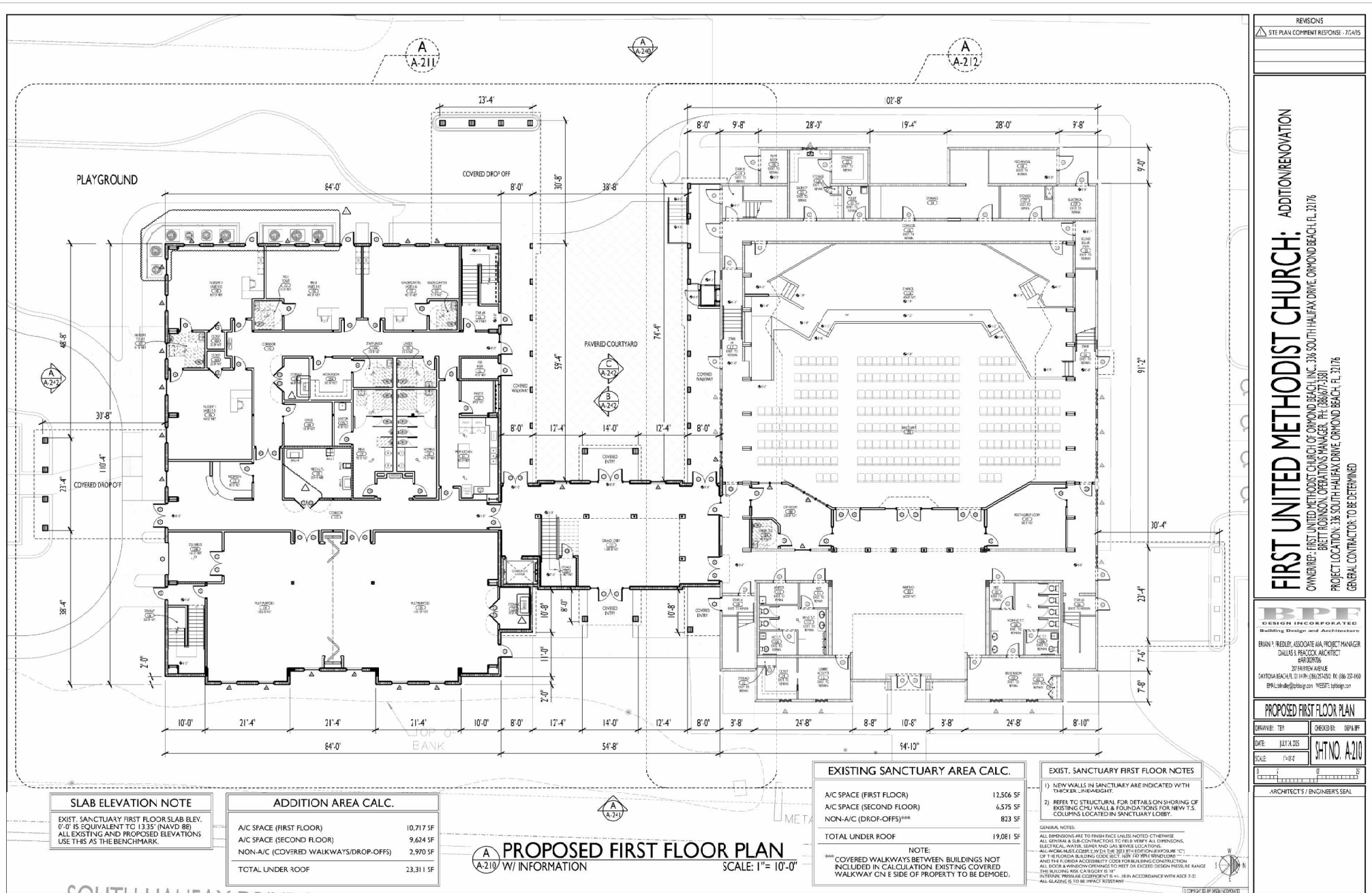
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared William R. Dawes, () who is personally known to me or (☒) who has produced Utah Drivers License as identification and who executed the foregoing instrument and acknowledged before me that he executed the same for the purpose therein expressed.

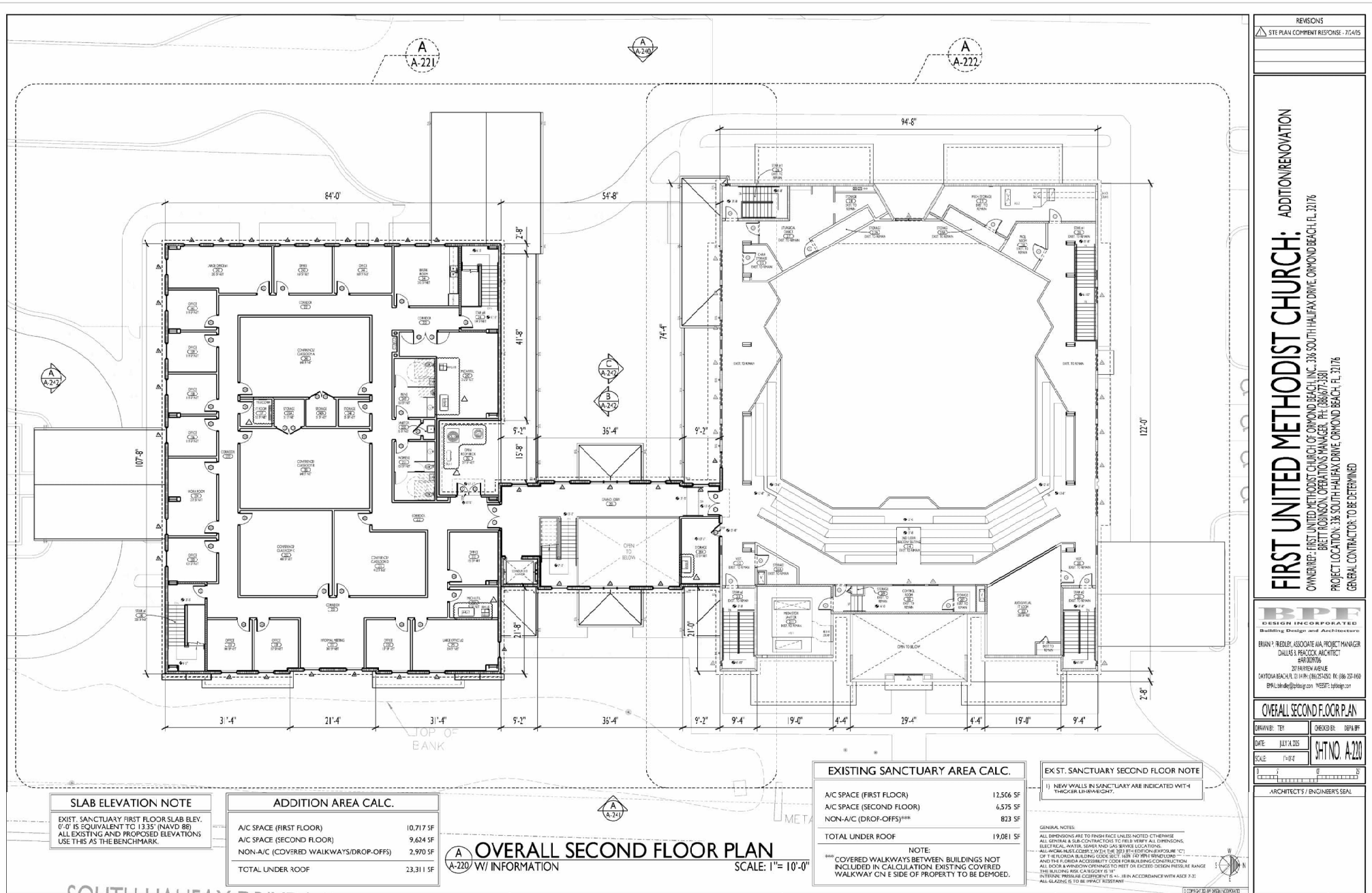
WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of April, 2007.

(Notarial Seal)

Suzanne Sellers
Notary Public-Signature







REVISIONS

ADDITION/RENOVATION **FIRST UNITED METHODIST CHURCH:**

OWNER: FIRST UNITED METHODIST CHURCH OF ORMOND BEACH, INC. 338 SOUTH HAUFAX DRIVE, ORMOND BEACH, FL 32176

PROJECT LOCATION: 338 SOUTH HAUFAX DRIVE, ORMOND BEACH, FL 32176

GENERAL CONTRACTOR: TO BE DETERMINED

RFP
DESIGN INCORPORATED
Building Design and Architecture

BRUNN & FREELY, ASSOCIATE ARCHITECTS
DALLAS & FRISCO, ARCHITECT
4402 30TH AVENUE
SAYTOW BEACH, FL 32158 (904) 254-0000 FAX (904) 254-0000
BFLA@rffp.com WEBSITE: rffp.com

PROPOSED EAST ELEVATION

DRAWN BY: TBY CHECKED BY: DBP/JP
DATE: FEBRUARY 27, 2025 SHEET NO. A-240
SCALE: 1/8" = 1'-0"

DESIGNED BY: DBP/JP
DATE: FEBRUARY 27, 2025
SCALE: 1/8" = 1'-0"

ARCHITECTURAL STYLE

NEO-ECLECTIC

THOUGH THE EXISTING STRUCTURE AND PROPOSED ADDITION BOTH HAVE HISTORICALLY AND SPANISH STYLE ELEMENTS, DUE TO THE LACK OF ARCHITECTURAL AND OTHER ATTRIBUTES, THE EXISTING AND PROPOSED BUILDING ARE BOTH MORE ACCURATELY BE CLASSIFIED AS NEO-ECLECTIC.

HAVING: BUILDING IS BROKEN UP INTO TWO LARGE ALMOST SYMMETRICAL FACADES. THE OUTLINE OF THE CORNERING, OVER STRUCTURAL, PRIMARY FACADES, HAUFAX DRIVE HAS TYPICAL SPANISH, MULTIPLE ROOMS. ALL FACADES HAVE EITHER A WARD, PORTICO, A CORNER, OR A NEW COURTYARD BETWEEN BUILDINGS.

EXT. EXISTING BUILDING & PRIMARY FACADES TO MATCH TILE ROOF. NEW ADDITION TO MATCH MATERIALS/APPEARANCE. ENTITIES: ALL PRIMARY ENTRANCES ARE ACCENTED BY EITHER PORTICOES OR PORCHES.

WINDOWS: NEW BUILDING & EXISTING FACADES ARE PROVIDED WITH WINDOWS OVER 10% OF THE FACADE. HAUFAX DRIVE EXISTING SANCTUARY DOOR NOT DUE TO PROGRAM.

COLORS: NEW BUILDING TO MATCH THE EXISTING SANCTUARY LIGHT BEIGE COLOR, IN KEEPING WITH THE MATERIALS REQUIREMENTS OF THE PLAN.

ATTRIBUTES MATERIAL & COLOR SCHEDULE

NO.	BUILDING ELEMENT	MATERIAL	COLOR
I	EXISTING EXTERIOR WALL	TUCCO FINISH OVER CMU OR CMF	LIGHT BEIGE
II	EXISTING ROOF	EXIST. MARBLE TILE	TRACOTTA
III	EXISTING MAIN ENTRY DOOR	WOOD	PANORAMA
IV	EXISTING TYP. DOOR	COMPOSITE	WHITE W/ TINTED GLAZING
V	EXISTING MAIN DOOR	STEEL	WHITE
VI	EXISTING COLUMNS	TUCCO FINISH OVER CMU	LIGHT BEIGE
VII	EXIST. FASCIA	RTS. FASCIA OVER 1/2" SUB FASCIA	LIGHT BEIGE
VIII	EXISTING ACCENT SANDING	TUCCO FINISH OVER 1/2" BLOCKING	LIGHT BEIGE
IX	EXIST. DECORATIVE WINDOWS	WALL TILE ROOF WOOD HATCHES & FINISH	TRACOTTA ROOF LIGHT BEIGE FINISH
X	EXIST. WINDOWS	RTS. FRAME	T.B.D.
XI	EXIST. WINDOWS	RTS. FRAME	T.B.D.
XII	NEW EXTERIOR WALL	TUCCO FINISH OVER CMU	PATCH TO EXIST.
XIII	NEW ROOF	MARBLE TILE	PATCH TO EXIST.
XIV	NEW GABLE ROOF DOUBLE DOORS	WOOD	PATCH TO EXIST. SANCTUARY ENTRANCE DOOR
XV	NEW EXT. DOUBLE DOORS	VINYL FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING
XVI	NEW EXT. TRIPLE WINDOWS	VINYL FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING
XVII	NEW EXT. TRIPLE WINDOWS	VINYL FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING
XVIII	NEW COLUMNS	TUCCO OVER CMU	PATCH TO EXIST.
XIX	NEW FASCIA	RTS. FASCIA OVER 1/2" SUB FASCIA	PATCH TO EXIST.
XX	NEW ACCENT SANDING	TUCCO FINISH OVER 1/2" BLOCKING	PATCH TO EXIST.
XXI	NEW GLAZING	RTS. FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING
XXII	NEW GLAZING	RTS. FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING
XXIII	NEW GLAZING	RTS. FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING
XXIV	NEW GLAZING	RTS. FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING
XXV	NEW GLAZING	RTS. FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING
XXVI	NEW GLAZING	RTS. FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING
XXVII	NEW GLAZING	RTS. FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING
XXVIII	NEW GLAZING	RTS. FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING
XXIX	NEW GLAZING	RTS. FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING
XXX	NEW GLAZING	RTS. FRAME IMPACT RATED GLAZING	WHITE W/ TINTED GLAZING

ENLG. PARTIAL EAST ELEVATION

SCALE: 1/8" = 1'-0"

ENLG. PARTIAL EAST ELEVATION

SCALE: 1/8" = 1'-0"

OVERALL EAST ELEVATION

SCALE: NTS.

GENERAL NOTES:
ALL DIMENSIONS ARE TO FINISH UNLESS NOTED OTHERWISE.
ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS.
ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS:
ALL WORK MUST COMPLY WITH THE 2021 FBC EDITION (EXPOSURE 'C').
OFF THE FLORIDA BUILDING CODE (SECTION 1609 - 147 PERMITS) AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.
ALL LOCAL WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE.
THE BUILDING AREA CATEGORY IS 'B'.
INTERNAL PRESSURE COEFFICIENT IS +0.18 IN ACCORDANCE WITH ASCE 7-22.
ALL GLAZING IS TO BE IMPACT RESISTANT.



1 2 3 4 5 6 7 8 9 10 11 12
 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039

GENERAL NOTES:
ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE
ALL GENERAL SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSION
ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
ALL WORK MUST COMPLY WITH THE 2023 BAY COUNTY (EXPOSURE 1)
OF THE FLORIDA BUILDING CODE SECT. 1609.147 MPH WIND LOAD
AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE
THIS BUILDING RISK CATEGORY IS "B"
INTERNAL PRESSURE COEFFICIENT IS $+0.18$ IN ACCORDANCE WITH A



LOOKING SE FROM CORNER OF S. HALIFAX DRIVE & ARLINTON WAY

GENERAL NOTES:
ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE
ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS
ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS
ALL WORK MUST COMPLY WITH THE 2021 FBC EDITION (EXPOSURE 'C')
OR THE FLORIDA BUILDING CODE SECTION 1609.14 FPM WIND LOADS
AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR AND WINDOW OPENINGS TO MEET AN EXISTING DESIGN PRESSURE RANGE
THE BUILDING RISER CATEGORY IS 'B'
INTERNAL PRESSURE COEFFICIENTS ARE IN ACCORDANCE WITH ASCE 7-22
ALL GLAZING IS TO BE IMPACT RESISTANT

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REVISIONS

FIRST UNITED METHODIST CHURCH: ADDITION/RENOVATION

OWNER: FIRST UNITED METHODIST CHURCH OF ORMOND BEACH, INC. 338 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176
BRETT ROBINSON, OPERATIONS MANAGER, PH: (386) 677-3381
PROJECT LOCATION: 338 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176
GENERAL CONTRACTOR: TO BE DETERMINED

RPP
DESIGN INCORPORATED
Building Design and Architecture

BRIAN F. FREIDEN, ASSOCIATE AIA, PROJECT MANAGER
DALLAS S. REACOCK, ARCHITECT
JAN 2023/24
227 N. WILSON AVENUE
DAYTONA BEACH, FL 32114 PH: (386) 274-0000 FAX: (386) 227-4959
BFP@rppdesign.com WFS@rppdesign.com

REVISIONS

DRAWN BY: TEP
DATE: FEBRUARY 17, 2025
SCALE: AS NOTED

CHECKED BY: DFP/JP
STAMP: SFTNO

Digitally signed by
BRIAN F. FREIDEN
DN: cn=BRIAN F. FREIDEN, o=RPP DESIGN INCORPORATED, email=BFP@rppdesign.com, c=US
2025.02.17 13:46:04 -05'00'



LOOKING W FROM REAR OF NEW COURTYARD

GENERAL NOTES:
ALL DIMENSIONS ARE TO FINISH FACE UNLESS NOTED OTHERWISE
ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS
ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS
ALL WORK MUST COMPLY WITH THE 2021 IRC EDITION (EXCEPT 'C')
OR THE FLORIDA BUILDING CODE SECTION 1001.14 (EXCEPT 'C')
AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR AND WINDOW OPENINGS TO MEET AN EXISTING DESIGN PRESSURE RANGE
THE BUILDING RISK CATEGORY IS "B"
INTERNAL PRESSURE COEFFICIENTS ARE IN ACCORDANCE WITH ASCE 7-22
ALL GLAZING IS TO BE IMPACT RESISTANT

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REVISIONS

FIRST UNITED METHODIST CHURCH: ADDITION/RENOVATION

OWNER: FIRST UNITED METHODIST CHURCH OF ORMOND BEACH, INC. 338 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176

PROJECT LOCATION: 338 SOUTH HALIFAX DRIVE, ORMOND BEACH, FL 32176

GENERAL CONTRACTOR: TO BE DETERMINED

RPF
DESIGN INCORPORATED
Building Design and Architecture

BRIAN F. FREDNEY, ASSOCIATE AIA, PROJECT MANAGER
DALLAS S. REACOCK, ARCHITECT
408-300-0076
227 N. HAVEN AVENUE
DAYTONA BEACH, FL 32114
BRIAN.F.FREDNEY@RPFDESIGN.COM

REVISIONS

DATE:	DATE:
DATE:	DATE:
DATE:	DATE:

Digitally signed by Brian F. Fredney
DN: cn=Brian F. Fredney, o=First United Methodist Church of Ormond Beach, Inc., email=brian.fredney@rpfdesign.com
2025.02.27 13:46:09-05:00

POLE WIND LOADING
10 MPH WITH 1.3 GUST

SECTION: CROSS-SECTION OF THE LAND DEVELOPMENT
CODE LISTED. THE SECTION SHALL BE USED
WHEN THE GUYED POLE IS NOT THE MAIN
JOINED PROPERTY SHALL BE THE MAIN
GUYED

4" CU GND

18'

DIRECT BURIAL
CONCRETE PILE

4" X 12"
OVERSIZED
HARD HOLE

12"

12"

9'

25#B CABLE
ACCESS HOLE

CEMENT TO FILL EARTH BACKLASH
MIN ONE PART DRY PORTLAND
CEMENT TO FIFTEEN PARTS CLEAN
WASHED SAND

1" TYP

5/8" X 10' COPPER PLAD
GROUND ROD

Diagram illustrating the wiring for a 120V AC motor (1/2 HP) with a 1/2 AMP fuse. The diagram shows the connection of the motor to the power supply (L1, L2, L3) and the control circuit. The control circuit includes a 120V/240V control circuit and a 120V control circuit. The diagram is labeled with 'PANEL' and 'M'.

Labels in the diagram include:

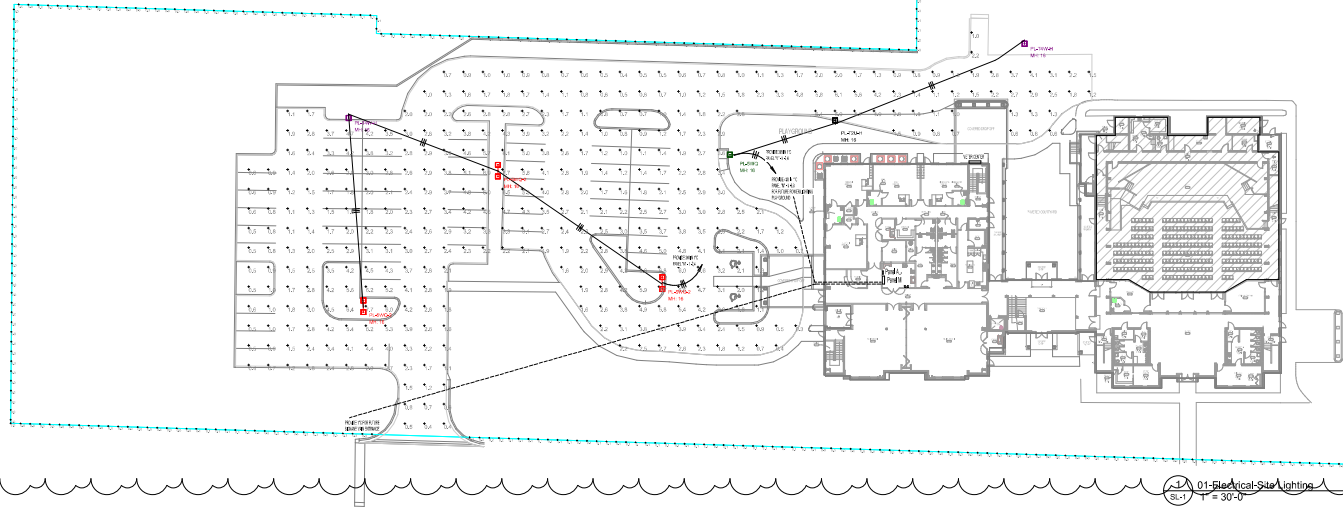
- 1/2 AMP FUSE
- CONTRACTOR 12-1 LOCATED IN RUM OR ENCLOSURE, 5000 SERIES WITH CONTROL RELAY
- 120V/240V CONTROL CIRCUIT
- 120V CONTROL CIRCUIT
- 240V OR 277V CONTROL CIRCUIT
- ASTRONOMICAL TIME SWITCH TCS1 RESERVE POWER FEATURE REAR IN ENCLOSURE AND CLOCK MOTOR ON 120V LINE (COMPARABLE WITH CONTROL CIRCUIT)
- PANEL
- M

NOTE: PROVIDE, INSTALL & CONNECT ADDITIONAL CONTACTS AND/OR CONTACTORS COMPLETE WITH ENCLOSURES AS REQUIRED PER THIS APPLICATION. PROVIDE MINIMUM OF 2 ADDITIONAL PAPER CONTACTS FOR FUTURE USE.

[illegible]

Luminaire Schedule									
Symbol	Arrangement	Qty	Tag	LEF	Description	Luminaire Watts	Total Watts		
	Double	2	2-4060A	0.000	HYPERLED-4060A-2-40W 1000lm	112	224		
	Double	2	2-4060A	0.000	HYPERLED-4060A-2-40W 1000lm	112	224		
	Double	2	2-4060A	0.000	HYPERLED-4060A-2-40W 1000lm	112	224		
	Double	1	2-4060A	0.000	HYPERLED-4060A-2-40W 1000lm	112	112		

Calculator Summary										
Category	Colt Type	Units	Qty	Avg	Max	Avg	Max	Watts	Pd/Lgt	Pd/Wt
Luminaire	NA	NA	7	0.00	0.00	0.00	0.00	56.00	70	70



01-Electrical-Site Lighting
1 = 30'-0"

2	07/24/25	SITE PLAN COMMENT RESPONSE
3	08/18/25	SITE PLAN COMMENT RESPONSE #2



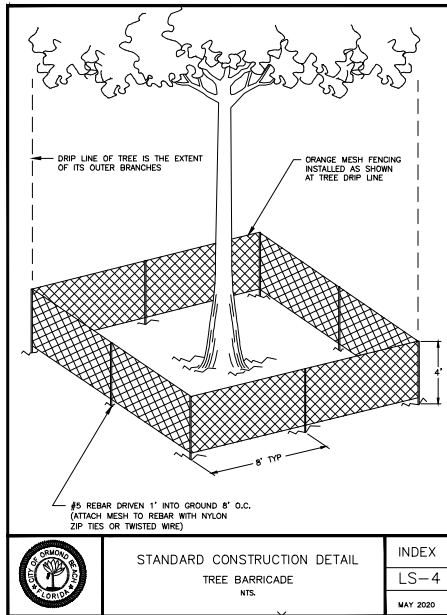
PROJECT NUMBER:
MTF22136

OWNER/REP: FIRST UNITED METHODIST CHURCH OF ORMOND BEACH, INC. 336 SOUTH HALEFAX DRIVE, ORMOND BEACH, FL 32176
BRET ROBINSON, OPERATIONS MANAGER, PH: (386) 977-4381
PROJECT LOCATION: 336 SOUTH HALEFAX DRIVE, ORMOND BEACH, FL 32176

ARCHITECTURE, DESIGN & DRAINING SERVICES
#AA 20001108
BRIAN P. FREDLEY, ASSOC. AIA, PROJECT MANAGER
DALLAS B. PEACOCK, AIA, ARCHITECT
#AR 0009706
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH (386) 257-4502 FX: (386) 257-1050
E-MAIL: bpfredley@tda.com WEBSITE: bpfredley.com

DATE: 03/01/2025	SHT NO. SL-2
SCALE: AS SHOWN DRW: OC	
ARCHITECT'S / ENGINEER'S SEAL	

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- LEGEND**
- EXISTING TREE TO REMAIN
 - ✕ EXISTING TREE TO BE REMOVED
 - △ EXISTING SPECIMEN TREE TO REMAIN
 - ▽ EXISTING SPECIMEN TREE TO BE REMOVED
 - EXISTING HISTORIC TREE TO REMAIN
 - DENOTES ROOT ZONE PROTECTION AREA REQUIRED

SPECIMEN TREE REQUIREMENTS

TOTAL SITE AVERAGE	5.34 AC
SPECIMEN TREES ON SITE	40
SPECIMEN TREES PER ACRE	7.6
SPECIMEN TREES REQUIRED TO BE PRESERVED	26
CALCULATION: 40 TREES x 65% = 26 TREES SEE TABLE BELOW	
SPECIMEN TREES PRESERVED	38

PROTECTED TREES (Form A)

1. Number of protected trees to be removed due to emergency construction, (6" D.B.H. # PALMS 3:1)	5 trees
(2 TREES: 0 PALMS 3:1) = 3	
2. Remainder of protected trees to be removed due to other construction, (6" D.B.H. # PALMS 3:1)	0 trees
3. Calculate preserved tree density. Divide preserved protected trees by total area. (All Trees > 2" D.B.H.) (60/5.24 AC = 0 Trees)	0 trees/acre
Tree density less than 50 trees/acre, proceed to #4.	
or	
Tree density more than 50 trees/acre, proceed to #5. (N/A)	
4. Enter number of trees from line #1: (5 + 2) =	3 trees
Enter number of trees provided in #2.	0 trees
Protected tree mitigation total: (2 1/2" caliper tree minimum)	Total = 3 trees
5. Protected tree mitigation total: Enter number of trees from line #2 (2 1/2" caliper tree minimum)	Total = (N/A) trees

- Mitigation for the 3 trees (2.5" caliper) to be planted within southern portion of the site.

SPECIMEN TREES (Form B)

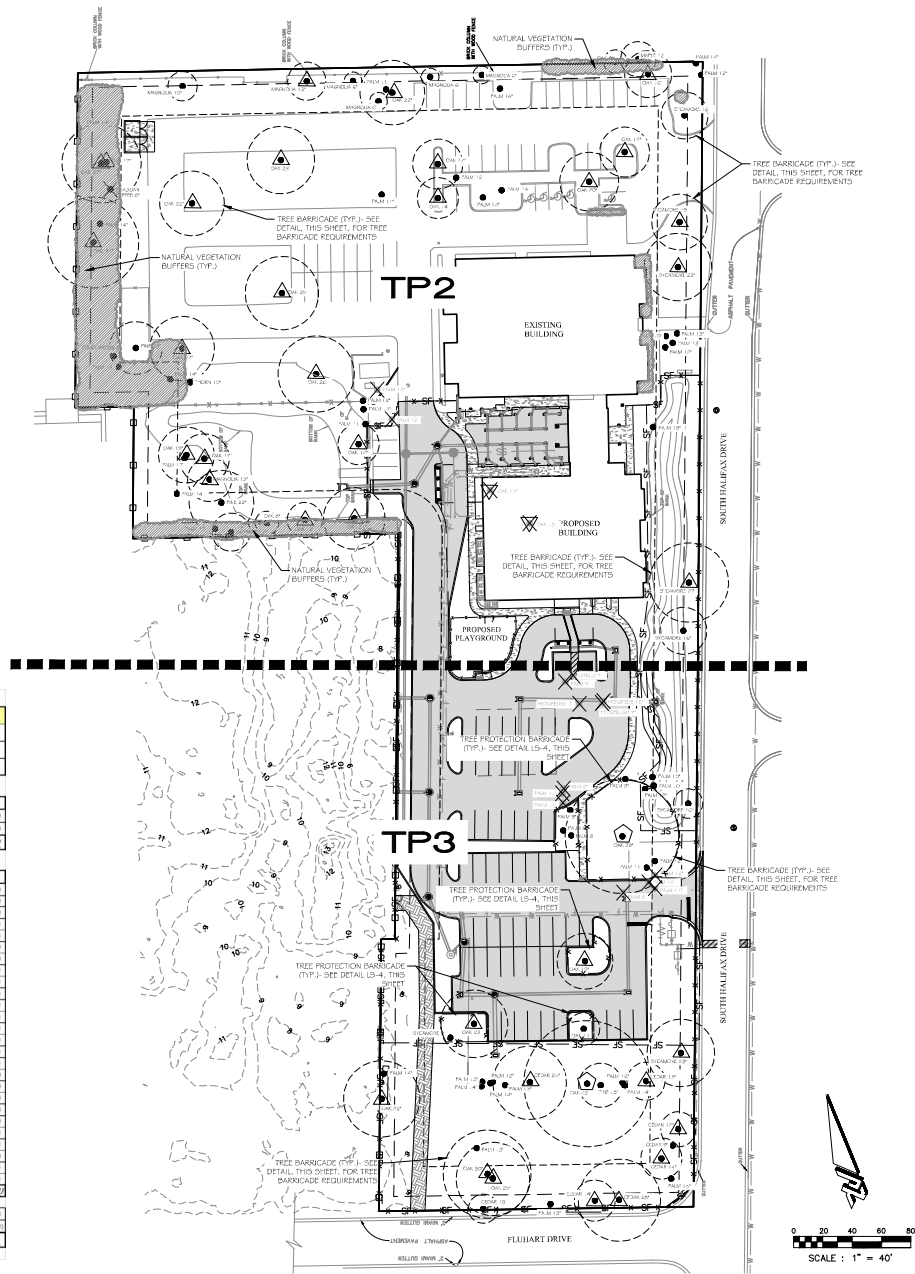
Address First United Methodist	Date 1/30/2020
Lot size sq ft 9,228.254	Min Trees 1.52
acreage 5.24	save/acre 7.6
Saved trees 40	

SPECIMEN TREES BEING REMOVED

Caliper/Variety	Quantity	4 1/2" equiv. each	4 1/2" total	Tree find equiv. Ea.	Tree find total
18 OAL	1	2	2	\$ 690.00	\$ 690.00
15 OAL	1	2	2	\$ 307.00	\$ 307.00
2"	TOTAL TREES REQ.	4	TOTAL	\$ 997.00	

SPECIMEN TREES BEING SAVED

Caliper/Variety	Quantity	4 1/2" equiv. each	4 1/2" total	Tree find equiv. Ea.	Tree find total
12 OAL	1	1	1	\$ 307.00	\$ 307.00
14 OAL	2	1	2	\$ 418.00	\$ 836.00
16 OAL	1	2	2	\$ 546.00	\$ 546.00
17 OAL	4	2	8	\$ 616.00	\$ 2,464.00
19 OAL	2	2	4	\$ 769.00	\$ 1,538.00
20 OAL	1	2	2	\$ 853.00	\$ 853.00
21 OAL	1	3	3	\$ 840.00	\$ 840.00
22 OAL	5	3	15	\$ 1,032.00	\$ 5,096.00
23 OAL	2	3	6	\$ 1,120.00	\$ 2,240.00
25 OAL	2	4	8	\$ 1,332.00	\$ 2,664.00
26 OAL	2	4	8	\$ 1,441.00	\$ 2,882.00
27 OAL	1	4	4	\$ 1,554.00	\$ 1,554.00
30 OAL	1	5	5	\$ 1,919.00	\$ 1,919.00
39 OAL	1	6	6	\$ 3,224.00	\$ 3,224.00
43 OAL	1	10	10	\$ 3,918.00	\$ 3,918.00
31 PRZ	1	5	5	\$ 2,036.00	\$ 2,036.00
13 MAGNOLIA	1	1	1	\$ 360.00	\$ 360.00
15 MAGNOLIA	1	2	2	\$ 480.00	\$ 480.00
12 CEDAR	1	1	1	\$ 307.00	\$ 307.00
13 CEDAR	1	1	1	\$ 360.00	\$ 360.00
14 CEDAR	2	1	2	\$ 418.00	\$ 836.00
29 CEDAR	1	4	4	\$ 1,332.00	\$ 1,332.00
26 CEDAR	1	4	4	\$ 1,671.00	\$ 1,671.00
19 BICAMORE	1	2	2	\$ 769.00	\$ 769.00
23 BICAMORE	2	3	6	\$ 1,120.00	\$ 2,240.00
27 BICAMORE	1	4	4	\$ 1,554.00	\$ 1,554.00
3.6	TOTAL TREES PROV.	-1.12	TOTAL	\$ (40,926.00)	
4	TOTAL TREES REQ.	-4	TOTAL	\$ 997.00	
1.12	TOTAL TREES PROV.	-1.12	TOTAL	\$ (40,926.00)	
4 1/2" to plant	-1.00	OR	Donation OF	\$	



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	REVISIONS
1	1/30/2020	SMG	DESIGN FOR CONSTRUCTION
2	2/26/2020	SMG	REVISED FOR ANNUAL PERMITS AND PLAN
3	3/2/2020	SMG	REVISED FOR ANNUAL PERMITS AND PLAN
4	4/14/2020	SMG	REVISED FOR ANNUAL PERMITS AND PLAN

FIRST UNITED METHODIST CHURCH
FINAL ENGINEERING PLANS
TREE PROTECTION & REMOVAL PLAN

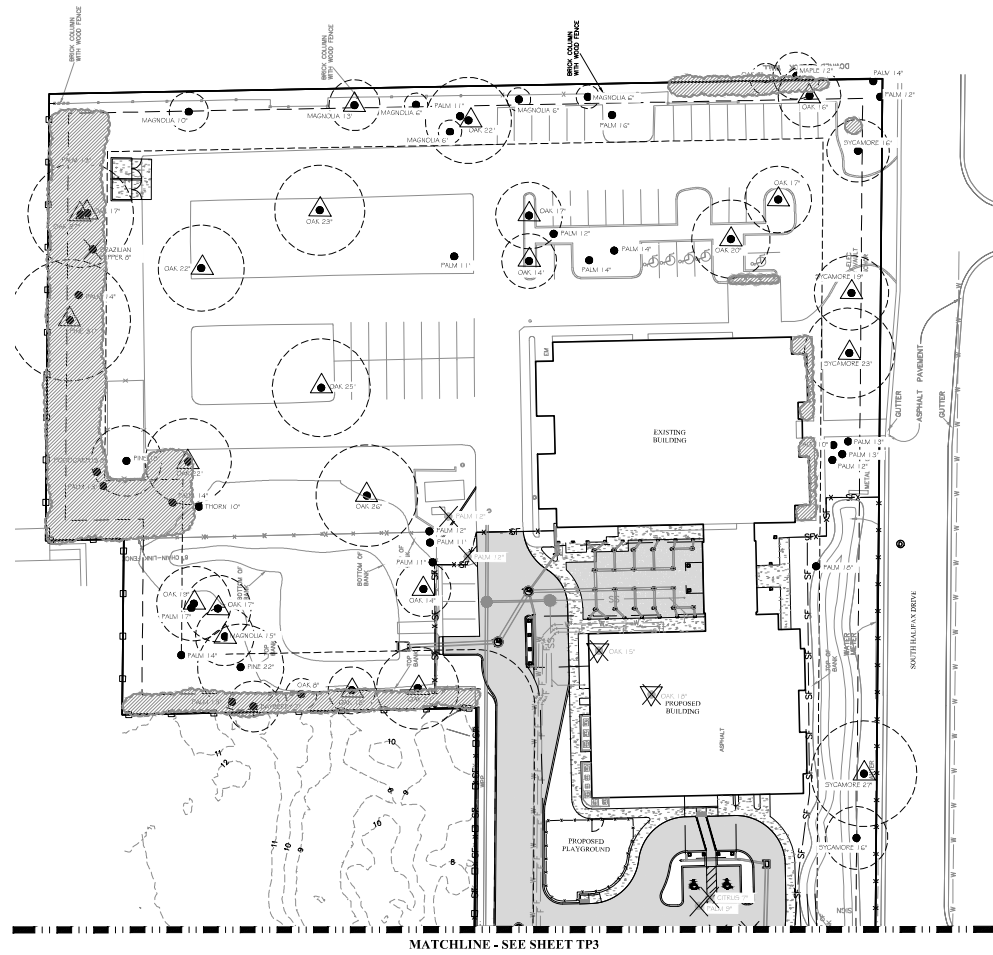
CITY OF CHANDLER, ARIZONA

PROJECT NO.	20-2185
DESIGNED BY	SMG
DRAWN BY	SMG
CHECKED BY	JES
DRAWING FILE	2185.DWG
DATE	2/26/2020
PROJECT	2185.DWG

JACK DREW, P.E., LICENSED PROFESSIONAL ENGINEER
NO. 10445, EXPIRES 06/30/2022

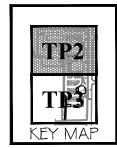
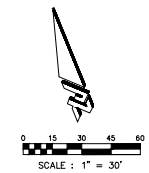
SHEET **TP1** OF 3

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MATCHLINE - SEE SHEET TP3

- LEGEND
- EXISTING TREE TO REMAIN
 - ✕ EXISTING TREE TO BE REMOVED
 - △ EXISTING SPECIMEN TREE TO REMAIN
 - ▽ EXISTING SPECIMEN TREE TO BE REMOVED
 - ◡ EXISTING HISTORIC TREE TO REMAIN
 - DENOTES ROOT ZONE PROTECTION AREA REQUIRED



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
WWW.ZEVCOHEN.COM

NO.	DATE	BY	DESCRIPTION
1	01/15/2019	SMG	PRELIMINARY LAYOUT
2	02/26/2019	SMG	REVISED FOR ANNUAL COMMITTEE MEETING
3	03/26/2019	SMG	REVISED FOR ANNUAL COMMITTEE MEETING
4	04/26/2019	SMG	REVISED FOR ANNUAL COMMITTEE MEETING

FIRST UNITED METHODIST CHURCH
FINAL ENGINEERING PLANS
TREE PROTECTION & REMOVAL PLAN

CITY OF DUNEDIN, FLORIDA

PROJECT NO.	20-21183
DESIGNED BY	SMG
DRAWN BY	SMG
CHECKED BY	JES
DRAWING FILE	21183.DWG
PRINTED FILE	21183.DWG
WFP	21183.DWG

JACK DREW, P.E., L.S., L.P.
NO. 10443, EXPIRES 08/31/2021

SHEET **TP2** OF 3

 EXISTING TREE TO REMAIN
 DENOTES ROOT ZONE PROTECTION AREA REQUIRED

EXISTING TREES TO REMAIN (INCLUDING PALMS)	69
PROPOSED 2 1/2" CALIPER TREES (1 CREDIT)	29
PROPOSED 3" CALIPER TREES (2 CREDITS 24 x 2= 48)	48
PROPOSED MULTITRUNKED TREES (2 CREDITS 19 x 2= 38)	38
PROPOSED PALMS (31) 45/3 = 15 TREES	15
TOTAL NUMBER OF TREES EXISTING PLUS PROVIDED	199

MINIMUM ON SITE TREES	
TOTAL SITE ACREAGE	9.34 AC
MINIMUM TREES REQUIRED ON SITE (5.24 acres)	152
CALCULATION: $226.834 \text{ S.F.} / 1500 \text{ S.F.}$	152
CALCULATION: $(1.65 \text{ ac} \times 171,874 / 400 \text{ S.F.}) = 179 \text{ landscape area}$	179
EXISTING TREES TO BE PRESERVED	54
EXISTING PALMS TO BE PRESERVED $(3:1) \times 5.68 = 17$	17
TREES PROVIDED ON LANDSCAPE PLAN	71
PALMS PROVIDED ON LANDSCAPE PLAN $(3:1) \times 5.68 = 17$	17
TOTAL NUMBER OF PALMS + TREES (EXISTING + PROVIDED)	159

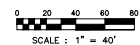
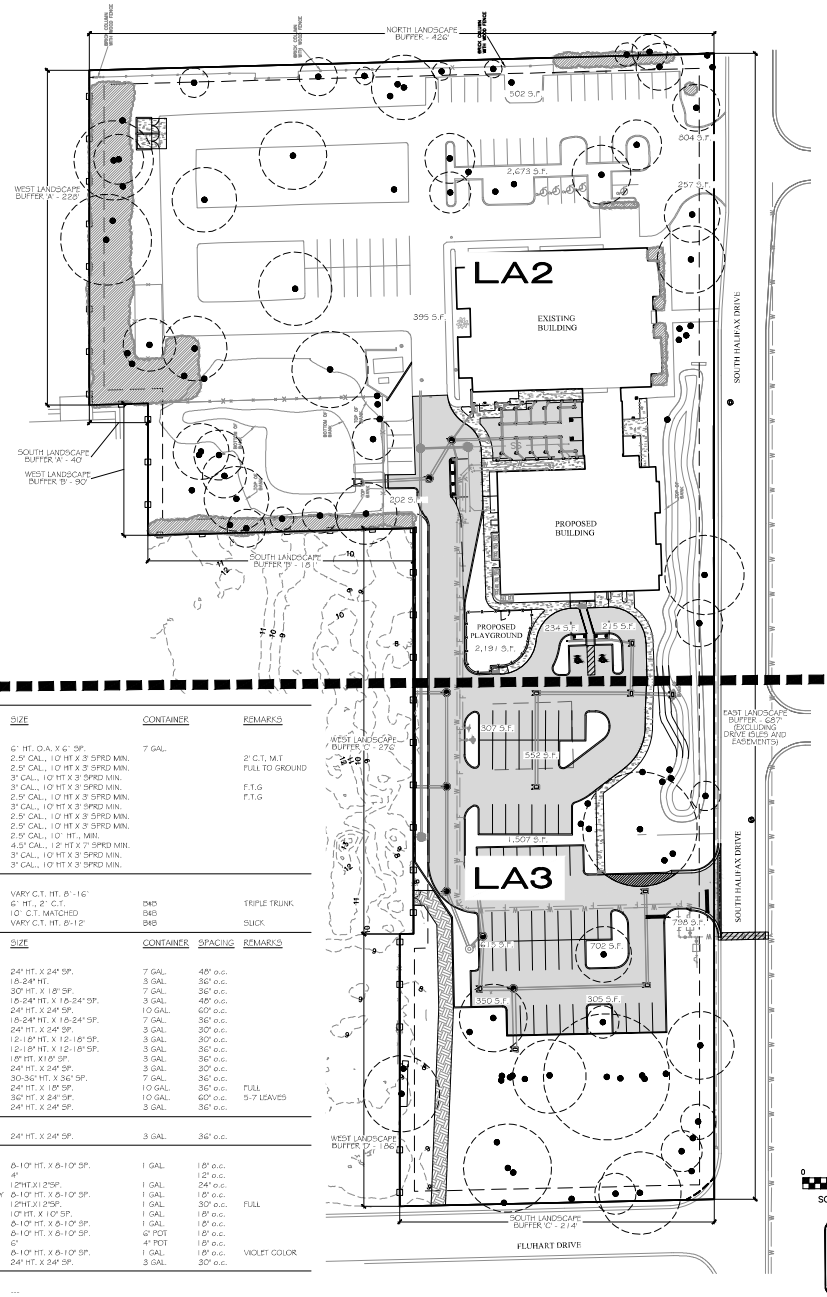
* DEMONSTRATION FOR THE 27 TREE DEFICIT SHALL OCCUR BY PAYING 10% OF THE TREE BANK FUND (CALCULATION: $27 \text{ TREES} \times 4.90 \text{ C.5.5.1} = 132.3 \text{ C.5.5.1}$)
\$67 = \$3,572.10

INTERIOR LANDSCAPE AREA REQUIRED	10%
IMPERVIOUS PARKING AND DRIVE AREA	91,033 S.F.
INTERIOR LANDSCAPE REQUIRED (CALCULATION: 91,033 S.F. x 10% = 9,103 S.F.)	9,103 S.F.
INTERIOR LANDSCAPE AREA PROVIDED	12,107 S.F.

PORT	162.157.1.1	REQUIRED	EXISTING	PROPOSED	TOTAL
SOUTH A	MINIMUM WIDTH	10	10	-	10
	3 SHADE TREES PER 100 L.F.	13	13	-	13
	30 S/HUBS PER 100 L.F.	126	-	126	252
	40 L.F. COVER PER 100 L.F.	126	-	126	252
SOUTH B	MINIMUM WIDTH	10	10	-	10
	3 SHADE TREES PER 100 L.F.	1	7	-	1
	30 S/HUBS PER 100 L.F.	12	112	-	124
	40% GROUND COVER PER 100 L.F.	12	112	-	124
SOUTH C	MINIMUM WIDTH	10	10	-	10
	3 SHADE TREES PER 100 L.F.	5	5	-	5
	30 S/HUBS PER 100 L.F.	54	54	-	54
	40% GROUND COVER PER 100 L.F.	54	54	-	54
SOUTH D	MINIMUM WIDTH	10	-	10	10
	3 SHADE TREES PER 100 L.F.	6	3	3	6
	30 S/HUBS PER 100 L.F.	65	-	67	67
	40% GROUND COVER PER 100 L.F.	65	-	74	74
EAST	MINIMUM WIDTH	10	10	-	10
	3 SHADE TREES PER 100 L.F.	1	10	-	1
	30 S/HUBS PER 100 L.F.	206	-	233	233
	40% GROUND COVER PER 100 L.F.	206	-	233	233
WEST A	162.157.1.1				
	MINIMUM WIDTH	10	10	-	10
	3 SHADE TREES PER 100 L.F.	7	7	-	7
	30 S/HUBS PER 100 L.F.	65	65	-	65
WEST B	MINIMUM WIDTH	10	10	-	10
	3 SHADE TREES PER 100 L.F.	68	68	-	68
	30 S/HUBS PER 100 L.F.	68	68	-	68
	40% GROUND COVER PER 100 L.F.	68	68	-	68
WEST C	MINIMUM WIDTH	10	10	-	10
	3 SHADE TREES PER 100 L.F.	3	3	-	3
	30 S/HUBS PER 100 L.F.	27	27	-	27
	40% GROUND COVER PER 100 L.F.	27	30	-	30
WEST D	MINIMUM WIDTH	10	10	-	10
	3 SHADE TREES PER 100 L.F.	3	-	**10	3
	30 S/HUBS PER 100 L.F.	63	10	-	101
	40% GROUND COVER PER 100 L.F.	63	10	-	114
WEST E	MINIMUM WIDTH	6	-	6	6
	3 SHADE TREES PER 100 L.F.	4	1	5	5
	30 S/HUBS PER 100 L.F.	37	58	-	95
	40% GROUND COVER PER 100 L.F.	37	58	-	95

*** (3) PALMS EQUAL (1) SHADE TREE

CODE	QTY	POTENTIAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
QES	7	BANGORUSA MULTIPLE SILVERSTREE	SILVERSTREE FINELE BAMBOO	6" HT. O.A. X 3" SP.	7 GAL.	
QES	2	CONCARUS ERUCUS F. SERICEUS	SILVER BUTTWOOD	2" CUL. 10" HT X 3" SPED MIN.		2 C.T. MAT
QES	1	JPANSE MULTIPLEXER	JPANSE MULTIPLEXER	2.5" CUL. 10" HT X 3" SPED MIN.		10 TUB TO GROUND
IC	7	ILIX CASDINE	DAKHOON ILIX	3" CUL. 10" HT X 3" SPED MIN.		
NS	7	ILIX 'NELLIE'S REVENGE'	NELLIE SILVERNS HOLLY	3" CUL. 10" HT X 3" SPED MIN.		
ML	7	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	DWARF SOUTHERN MAGNOLIA	3" CUL. 10" HT X 3" SPED MIN.		F.T.G.
ML	2	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	DWARF SOUTHERN MAGNOLIA	2.5" CUL. 10" HT X 3" SPED MIN.		F.T.G.
QO	10	QUERCUS SHUMARDII	SHUMARD D.OE.	3" CUL. 10" HT X 3" SPED MIN.		
QO	3	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	2.5" CUL. 10" HT. MAT.		
QO	3	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CUL. 10" HT. MAT.		
QO	3	QUERCUS VIRGINIANA 'HIGH RISE'	HIGH RISE LIVE OAK	3" CUL. 10" HT X 3" SPED MIN.		
QO	12	QUERCUS VIRGINIANA	WINGED SUM.	3" CUL. 10" HT X 3" SPED MIN.		
PALMS						
PL	6	LIVISTONA CHINENSIS	CHINESE PAM PALM	VARY C.T. HT. 8'-16'		
PR	2	PHOENIX ROSEODEND	PIGMY DATE PALM MULTI-TRUNK	6" HT. 2' C.T.		TRIPLE TRUNK
SP	3	DATE PALM	CABBAGE PALMETTO	10" C.T. 10" HANCHED	845	
SP	35	DATE PALM	CABBAGE PALMETTO	VARY C.T. HT. 8'-12'	845	SLICK
CODE	QTY	POTENTIAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
SHRUBS						
AN	7	ALPHA ZERUAKET	SILVER NEEDLE SCOTTELEBOM	24" HT. 18" SP.	7 GAL.	40% OFF
CE	145	CALLISTEMON VIMINALIS 'LITTLE JEM'	DWARF NEEPIG SCOTTELEBOM	18-24" HT.	3 GAL.	30% OFF
CM	145	CARISSA MACROPHYLLA 'EMERALD BUNNET'	DWARF NATAL FLUM	20" HT. 18" SP.	7 GAL.	30% OFF
C	27	CORFINE REUTZIA	TIPULIA	24" HT. 18" SP. 24" SP.	48" GAL.	30% OFF
HA	14	CRONIA ASIATICA	SPICEY LILY	24" HT. 18" SP.	10 GAL.	30% OFF
HTC	61	CHOCOLATE PAPER COMPACTA	DWARF FREZHOUS	18-24" HT. 18" SP. 24" SP.	30% GAL.	30% OFF
LC	27	CHOCOLATE PAPER COMPACTA	CHOC. GRANT BRIT. WOKA	18-24" HT. 18" SP. 24" SP.	30% GAL.	30% OFF
LF	73	CHOCOLATE PAPER COMPACTA	'JACK FREDDY' LUGUSTRUM	12" HT. 18" HT. 12" SP.	3 GAL.	30% OFF
LCB	27	CHOCOLATE PAPER COMPACTA	LUGUSTRUM FROST	18" HT. 18" HT. 12" SP.	3 GAL.	30% OFF
LCB	25	CHOCOLATE PAPER COMPACTA	DARUMA DWARF LOTTELEBOM	18" HT. 18" SP.	3 GAL.	30% OFF
PTW	125	CHOCOLATE PAPER COMPACTA	DWARF PITOTROSCOP	24" HT. 18" SP.	3 GAL.	30% OFF
PTW	125	CHOCOLATE PAPER COMPACTA	CHOCOLATE MACROPHYLLUS	30" HT. 18" SP.	1 GAL.	10% OFF
SA	147	SCOTTELEBOM ABROGOLIA 'FRITTE'	SCOTTELEBOM	24" HT. 18" SP.	10 GAL.	FULL
SV	125	SEASONAL 'DWARF'	SEASONAL 'DWARF'	24" HT. 18" SP.	10 GAL.	30% OFF
VW	196	VEIBURNUM GORDONIA 'WITHACCOCH'	WALTER'S VEIBURNUM	24" HT. 18" SP.	3 GAL.	30% OFF
GRASSES						
MLW	39	MAGNIFERUS CALLIARIS WHITE CLOUD	WHITE CLOUD MUNNY GRASS	24" HT. 18" SP.	3 GAL.	30% OFF
GERANIUM CULTIVARS						
AN	7	AGANTHUS AFRICANUS	DWARF BLUE LILY OF THE NILE	6-10" HT. X 2" SP.	1 GAL.	10% OFF
A	22	ANNUALS	SEASONAL ANNUALS	4" HT. X 2" SP.	1 GAL.	10% OFF
DTV	310	DIAPYCNIS TASMANNICA - VAREGATA	FLAX LILY	12" HT. X 2" SP.	1 GAL.	24% OFF
DTV	310	DIAPYCNIS TASMANNICA - TRUE DAZZ	SHRILL DWARF MORNING GLORY	6-10" HT. X 3" SP.	1 GAL.	10% OFF
JCC	139	JUNIFERUS CONFORTA - COMPACTA	SHOE LINER	12" HT. X 2" SP.	1 GAL.	30% OFF
JCC	139	JUNIFERUS CONFORTA - COMPACTA	SHOE LINER	12" HT. X 2" SP.	1 GAL.	10% OFF
MAC	73	MAGNIFERUS AFRICANUS	VAREGATED LILY TURP	6-10" HT. X 3" SP.	1 GAL.	10% OFF
SSM	10	SALVIA X SYLVESTRIS MAY NIGHT	MAY NIGHT GARD	6-10" HT. X 3" SP.	6 POT	10% OFF
SSM	200	TRACOSTRUM AGASTUM SUMMER SUEDE	ASSA ASSAMINE	6-10" HT. X 3" SP.	4 POT	10% OFF
TU	400	TULBAGHA VOZAGIA	SOCIETY GARD	6-10" HT. X 3" SP.	1 GAL.	10% OFF
TU	400	TULBAGHA VOZAGIA	FLORIDA GARD	6-10" HT. X 3" SP.	3 GAL.	30% OFF
ST	310	STENANTHERUM SCULPTUM 'FLORANT'	ST. AUGUSTINE GRASS			



**ZEV COHEN
& ASSOCIATES, INC.**
380 PETERBURGH BLVD., 21E, C
GARDEN CITY, NY 11530
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
OSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

Q	DATE	BY	SUMMARY/REVISIONS
50	01-15-25		INITIAL SUBMITTAL TO CITY OF GROWING BEACH & SHORE
51	02-05-25		REVISED PER CITY OF GROWING BEACH & SHORE COMMENTS
52	02-05-25		REVISED PER CITY OF GROWING BEACH & SHORE COMMENTS
53	02-27-25		REVISED PER CITY OF GROWING BEACH & SHORE COMMENTS
54	02-27-25		REVISED PER CITY OF GROWING BEACH & SHORE COMMENTS

**FIRST UNITED METHODIST
CHURCH
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS**

PROJECT NO: ZC 21185

DESIGNED BY: SMO

DESIGNED BY: SHS

DRAFTED BY: SMG

CHECKED BY: JES

DRAWING FILE: 21183-LA
XREFS: 21183-BASE.JWG

XREFS: 21183-GURV.DWG

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10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

10. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

1. *Journal of the American Medical Association*, 2000; 283: 2689-2693.

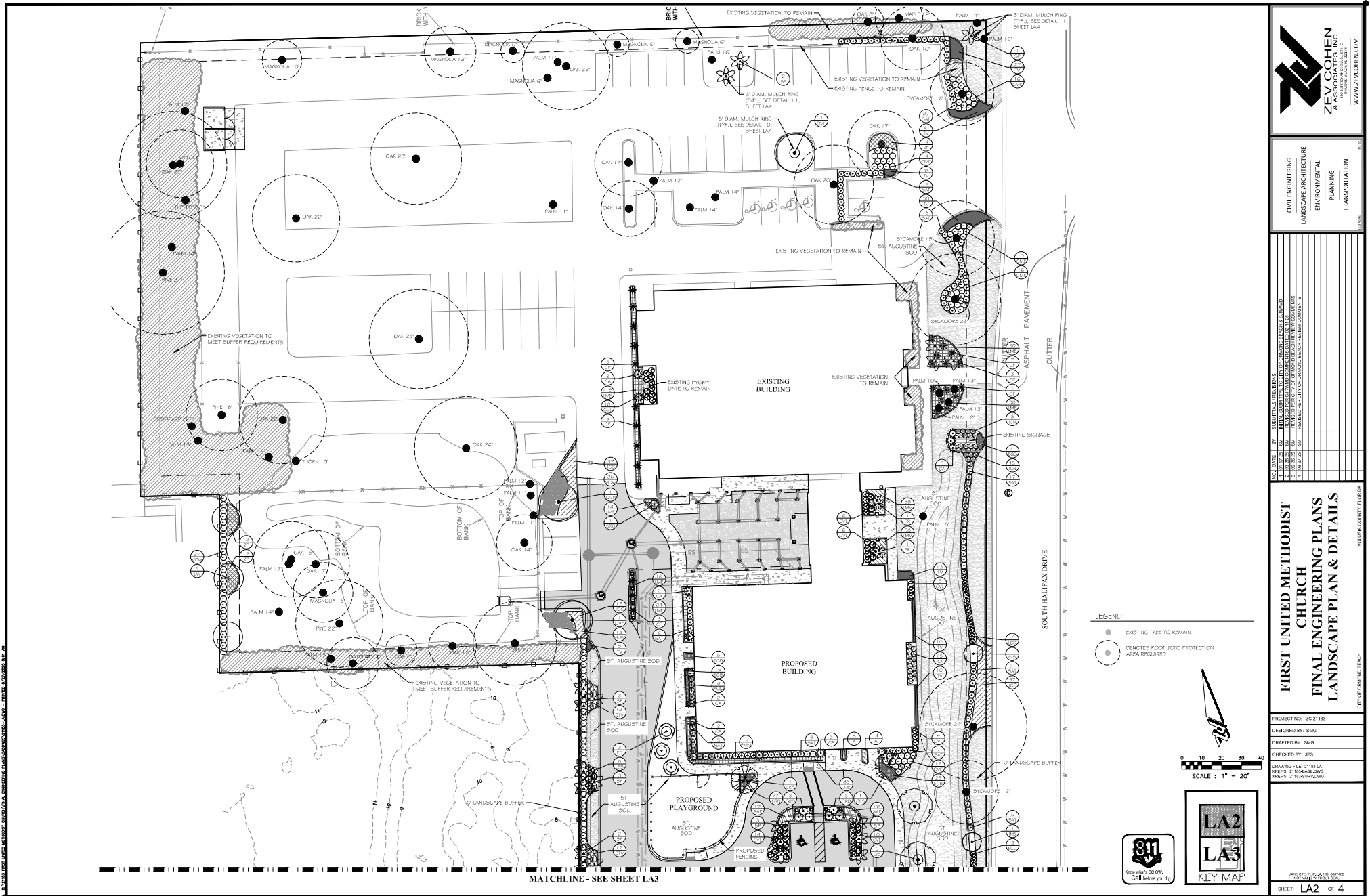
10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

10. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	01/15/2018	SMG	PRELIMINARY LAYOUT
2	02/01/2018	SMG	REVISIONS FOR COMMENTS
3	02/01/2018	SMG	REVISIONS FOR COMMENTS
4	02/01/2018	SMG	REVISIONS FOR COMMENTS

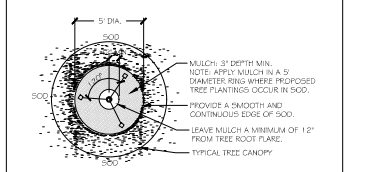
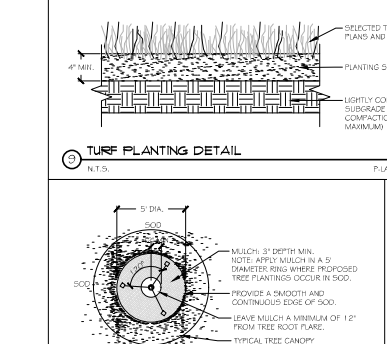
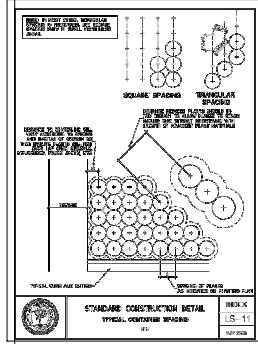
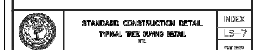
FIRST UNITED METHODIST CHURCH FINAL ENGINEERING PLANS LANDSCAPE PLAN & DETAILS

PROJECT NO.: 20-21183
DESIGNED BY: SMG
DRAWN BY: SMG
CHECKED BY: JES

DRAWING FILE: 21183LA2.dwg
DATE: 01/15/2018
TIME: 11:00 AM
USER: JES
PLOT: 01/15/2018

SHEET: LA2 OF 4





- ## LANDSCAPE SPECIFICATIONS
- 1. FLORIDA A-1** ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER IN QUANTITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF SPECIES AND STANDARDS FOR NURSERY PLANTS, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES.
- 2. EXISTING PLANTS:** IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTINGS SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE PROPOSED PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPE SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
- 3. MAINTENANCE:** ALL PLANTING BEDS SHALL BE TOP DRESSED WITH A MINIMUM OF 3" FINE DARK MULCH, GRADE 18" OR APPROVED EQUIV. ALL TREES NOT IN BEDS SHALL HAVE A 5" DIAMETER MULCH RING. ALL PALMS NOT IN BEDS SHALL HAVE A 3" DIAMETER MULCH RING UNLESS OTHERWISE NOTED ON PLANS.
- 4. SOIL:** SOIL SHALL BE ARGENTINE BASSA NO. 500 UNLESS OTHERWISE SPECIFIED ON THE PLANS AS FLORIANIT 500. ALL SOIL SHALL BE SUBSTITUTED WITHIN 14 DAYS OF THE CONTRACTOR TO SOO ALL AREAS THAT ARE DISOULYED BY CONSTRUCTION RELATED ACTIVITY. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THE SOIL IS FREE OF WEEDS & INSECTS UPON INSTALLATION AND FOR THE CONTRACTOR TO PROVIDE PROTECTIVE COVERINGS TO BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 5. QUANTITIES:** IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE QUANTITIES OF PLANTS SHOWN ON OR PLANT LIST, THE QUANTITIES SHOWN ON THE PLANT LIST SHALL GOVERN OVER THE QUANTITIES SHOWN ON THE PLANT LIST.
- 6. UNDESIRABLE CONDITIONS:** CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNDESIRABLE OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, OR OTHER CONDITIONS OF THE SITE PREVENT THE PROPOSED PLANTINGS FROM BEING BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 7. SUBSTITUTIONS:** NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION SHALL BE PERMITTED WITHOUT THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
- 8. CONTAINERS:** IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN. THE SIZE OF THE CONTAINER SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
- 9. PLANTING SOIL:** CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTION SHALL BE MADE. PLANTS ARE TO BE PLANTED IN THE LANDSCAPE ARCHITECT'S PREPARED BEDS. CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DETERIORATED DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE BEDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE DEBRIS. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.0 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
- 10. TOPSOIL:** TOPSOIL MATERIAL SHALL BE FREE FROM HARD CLODS, STONES, AND STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NODDLES OR OTHER UNDESIRABLE PLANTS, SOIL, INSECTS, WEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH.
- 11. WEEDS:** IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AND SOO AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS AND SOO FREE OF WEEDS.
- 12. GRADING:** UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPES AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RE-GRADING WORK AFTER THE PLANTING OF PLANTS AND TREES HAS BEEN COMPLETED.
- 13. STAKING:** ALL TREES AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERENCES TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL. PRIOR TO INSTALLATION, THE LANDSCAPE CONTRACTOR SHALL STAKE, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR GUY ANY TREES & PALMS ON SITE, AT THEIR OWN EXPENSE.
- 14. BED LINES:** CONTRACTOR TO ENSURE CURVILINEAR BED LINES ARE TO BE DESIGNED WITH SMOOTH FLOWING CURVES. STRAIGHT BED LINES SHALL BE DESIGNED WITH PARALLEL BED LINES. BED LINES SHALL BE DESIGNED TO ACCOMMODATE PLANTING AREAS AT THE END OF TREES OR TREES SPACING OF 2.5' OR FLUETING AREA.
- 15. FERTILIZER:** OSMOCOAT SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREES, SHRUBS, AND GROUNDCOVER PLANTING AREAS AT THE END OF TREES OR TREES SPACING OF 2.5' OR FLUETING AREA.
- 16. DRAINAGE:** THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE. CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPE DRAINAGE TO PROPERLY DRAIN AWAY FROM BUILDINGS/STRUCTURES.
- 17. SPECIFICATIONS:** THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO RECTIFY ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
- 18. NATURAL AREAS:** NATURALLY PRESERVED VEGETATED AREAS SHALL BE CLEANED UP, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF DEAD DEBRIS OR WEEDS AND PRUNING OF DEAD OR YELLOW BRANCHES AND PALM FRONDS. MULCH DEED OF NATURAL AREAS 2 FEET.
- 19. CLEARANCE PRUNING:** ANY TREE PRUNING OF LOWER LIMBS AND CANOPY OF CONSERVED AND PROTECTED TREES THAT ARE GROWING OVER DRIVEWAYS, ROADWAYS AND/OR ON-SITE CONSTRUCTION ACTIVITIES SHALL BE OVERSEEN AND/OR CONDUCTED BY A STATE CERTIFIED ARBORIST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRUNING AND TRIMMING TO MAINTAIN THE STRUCTURAL INTEGRITY AND HEALTH OF THE TREE. TREES SHALL BE PRUNED TO ADHERE TO A MINIMUM OF EIGHT FEET (8') CLEARANCE OVER SIDEWALKS (PEDESTRIAN ACTIVITIES) AND SIXTEEN FEET (16') CLEARANCE OVER PARKING AREAS/ROADWAYS.
- 20. WILDLIFE NOTIFICATION:** THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT WHO SHALL PROPOSE PLANT SUBSTITUTIONS UPON WRITTEN NOTIFICATION OF NUISANCE ANIMAL DISTURBANCE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REFUSE ANIMAL NUISANCE AND TO PROVIDE PROTECTION FOR THE ANIMALS FROM THE CONTRACTOR'S PLANTING ACTS.
- 21. TURNOVER:** CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK BY THE LANDSCAPE ARCHITECT OR OWNER. ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND RE-INSPECTED AS SCHEDULED.
- 22. MAINTENANCE:** CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER PLANTING. MAINTENANCE PROVIDED BY THE OWNER SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOULING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
- 23. GUARANTEE:** CONTRACTOR SHALL GUARANTEE AND REPLACE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE FOR WORK FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY PERIOD APPROVED. ANY SICK OR DEAD PLANT MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRUNING AND TRIMMING TO MAINTAIN THE STRUCTURAL INTEGRITY AND HEALTH OF THE TREE. TREES SHALL BE PRUNED TO ADHERE TO A MINIMUM OF EIGHT FEET (8') CLEARANCE OVER SIDEWALKS (PEDESTRIAN ACTIVITIES) AND SIXTEEN FEET (16') CLEARANCE OVER PARKING AREAS/ROADWAYS.
- 24. CALL BEFORE YOU DIG:** CONTRACTOR SHALL NOTIFY SANSRINE 811 AND HAVE UTILITIES LOCATED, PRIOR TO DIGGING, BY CALLING 811. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF AN UNDERGROUND UTILITY, EITHER AS LOCATED OR AS SHOWN ON THE PLAN, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM OWNERS REPRESENTATIVE.
- 25. PRECISE DRAWINGS:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT REDUCED MAPS OF THE LANDSCAPE AND FOR RETURNING REDUCED MAPS TO THE LANDSCAPE ARCHITECT. THESE AS-BUILT REDUCED MAPS SHALL INCLUDE PLANT SHEETS AND PROVIDED TO THE LANDSCAPE ARCHITECT.
- 26. EXISTING TREES:** ALL EXISTING TREES WILL HAVE THE DEAD WOOD REMOVED PER THE ARBORICULTURAL STANDARDS.
- 27. EXISTING PLANTS:** ALL EXISTING PLANTS WILL HAVE THEIR ROOTS, DEAD HEADS & DEAD FRONDS REMOVED.
- ## IRRIGATION NOTES
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING REQUIRED MAINTENANCE OF THE IRRIGATION IMPROVEMENTS TO THE LANDSCAPE ARCHITECT.
2. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A KAIER SENSOR SHALL BE INSTALLED TO PROVIDE 100% DEEP WATER TO HEAD OF EACH ROW OF NEW PLANTING. THE IRRIGATION SYSTEM SHALL BE PROVIDED WITH A 1/2" PEX TUBING.

FIRST UNITED METHODIST CHURCH

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

OWNER:

FIRST UNITED METHODIST CHURCH
336 S HALIFAX DR.
ORMOND BEACH, FL 32176
(386)677-3581

CIVIL ENGINEER:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., SUITE C
ORMOND BEACH, FL 32174
(386)677-2482

SURVEYOR:

A.A. WILBERT JR. LAND SURVEYING, INC.
P.O. BOX 1497
ORMOND BEACH, FL 32175
(386)676-9056

LANDSCAPE ARCHITECT:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., SUITE C
ORMOND BEACH, FL 32174
(386)677-2482

CONTACT PERSON: BRETT ROBINSON
e-mail: brobinson@firstunited.org

CONTACT PERSON: RANDY HUDAK, P.E.
e-mail: rhudak@zevcohen.com

CONTACT PERSON: ANDREW WILBERT,
R.L.S.
e-mail: wilbertsurveying@cfl.rr.com

CONTACT PERSON: JAKE STEHR, R.L.A
e-mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:

THIS PROJECT INCLUDES THE DEMOLITION OF THE EXISTING GATHERING BUILDING AND CONSTRUCTION OF A NEW BUILDING WITH ASSOCIATED PARKING AND UTILITIES.

SITE INFORMATION:

SITE ADDRESS:	336 S HALIFAX DR, ORMOND BEACH, FL 32176
PROJECT AREA:	5.24 AC
TAX PARCEL I.D. #:	422318000180, 422318000070, 422330300090, 42410220080
EXISTING ZONING:	R-2A
EXISTING LAND USE:	CHURCH
SETBACKS:	
FRONT:	30 FT
SIDE:	30 FT
REAR:	30 FT
REQUIRED LANDSCAPE BUFFER(S):	10 FT - ALONG S HALIFAX DR 10 FT - ALONG FLUWART DR 10 FT - ALONG EXISTING RESIDENTIAL
MAXIMUM BUILDING LOT COVERAGE:	35%
MAXIMUM BUILDING HEIGHT:	30 FT
UTILITIES:	PROVIDED BY CITY OF ORMOND BEACH

LAND USE TABLE:	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	0 AC	0%
UPLAND AREA	5.24 AC	100%

SITE AREAS:		
EXISTING BUILDING(S)	0.29 AC	5.53%
PROPOSED BUILDING(S)	0.24 AC	4.58%
EXISTING PAVEMENT	0.89 AC	16.98%
PROPOSED PAVEMENT	0.92 AC	17.56%
EXISTING SIDEWALK	0.06 AC	1.15%
PROPOSED SIDEWALK	0.17 AC	3.24%
EXISTING POND AREA(S)	1.02 AC	19.47%
TOTAL LANDSCAPE/OPEN SPACE	1.65 AC	31.49%
TOTAL PERVIOUS	2.67 AC	50.95%
TOTAL IMPERVIOUS	2.57 AC	49.05%

PARKING CALCULATIONS:		
USE	PARKING REQUIREMENT	SEATS
HOUSE OF WORSHIP	1 SPACE PER 3 SEATS	560
		187
EXISTING PAVED PARKING SPACES:		58
EXISTING UNPAVED PARKING SPACES:		97
PROPOSED PAVED PARKING SPACES:		59
TOTAL=		214
HANDICAP PARKING REQUIRED:		7
HANDICAP PARKING PROVIDED:		7

VICINITY MAP

SCALE: 1" = 1000'

ZONING MAP

SCALE: 1" = 200'

CURRENT ZONING FOR THIS SITE IS: R-2A

SOILS MAP

SCALE: 1" = 200'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
40 - PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 6 PERCENT SLOPES

FLOOD ZONE MAP

SCALE: 1" = 200'

THE PROPERTY LIES IN:
FLOOD ZONE X PER FEMA MAPS 1212700216K & 1212700218K

SHEET INDEX:

C1	COVER SHEET
C2-C3	CONSTRUCTION NOTES
C5	DEMOLITION & EROSION CONTROL PLAN
C6	OVERALL DEVELOPMENT PLAN
C7	GEOMETRY, SIGNAGE & STRIPING PLAN(S)
C8-C9	PAVING, GRADING & DRAINAGE PLAN(S)
C10	UTILITY PLAN(S)
C11-C14	CONSTRUCTION DETAILS

TP1	TREE PROTECTION PLAN & DETAILS
LA1-LA4	LANDSCAPE PLAN & DETAILS

1-2 BOUNDARY, TOPOGRAPHIC, AND TREE SURVEY

LEGAL DESCRIPTION:

Lot 7, East Coast Mortgage & Investment Co. of Lot 4, Assessor's Lower Ormond Beach, according to the map or plot thereof as recorded in Plat Book 7, Page 84, Public Records of Volusia County, Florida.
Also
Lot 10 and the Northernly 40 feet of Lot 9, East Coast Mortgage & Investment Co. of Lot 4, Assessor's Lower Ormond Beach, according to the map or plot thereof as recorded in Plat Book 7, Page 84, Public Records of Volusia County, Florida.
Also
The Easterly 205 feet of that part of Lot 3, lying Westerly of Halifax Drive, Assessor's Lower Ormond Beach, according to the map or plot thereof as recorded in Plat Book 3, Page 76, Public Records of Volusia County, Florida.
Also
The Southerly 100 feet of the Easterly 205 feet, lying Westerly of Halifax Drive, of Lot 2, Assessor's Lower Ormond Beach, according to the map or plot thereof as recorded in Plat Book 3, Page 76, Public Records of Volusia County, Florida.
Also
The Easterly 426 feet of the Southerly 228 feet of the Northernly 400 feet of that part of Lot 2 lying Westerly of Halifax Drive, Assessor's Lower Ormond Beach, according to the map or plot thereof as recorded in Plat Book 3, Page 76, Public Records of Volusia County, Florida.
Also
The Westerly 181 feet of the Easterly 386 feet of the Northernly 80 feet of Lot 2, lying Westerly of Halifax Drive, Assessor's Lower Ormond Beach, according to the map or plot thereof as recorded in Plat Book 3, Page 76, Public Records of Volusia County, Florida.
Also
Lot Eight (8), and the Southerly Twenty (20) feet of Lot Nine (9), Subdivision of Lot Four (4), of Assessor's Lower Ormond Beach lying West of Halifax Drive, according to map in Map Book 7, Page 84, of the Public Records of Volusia County, Florida.
Subject to an Easement for radius at Southeast Corner of Lot 8, being 18.9 feet West of the Southeast corner and 14.7 feet North of Southeast corner, with a 66.6 feet radius per Deed Book 428, Page 315, Public Records of Volusia County, Florida.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
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TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	08/27/2025	SM	PRELIMINARY PLANS
2	08/27/2025	SM	REVISIONS FOR COMMENTS
3	08/27/2025	SM	REVISIONS FOR COMMENTS
4	08/27/2025	SM	REVISIONS FOR COMMENTS
5	08/27/2025	SM	REVISIONS FOR COMMENTS
6	08/27/2025	SM	REVISIONS FOR COMMENTS
7	08/27/2025	SM	REVISIONS FOR COMMENTS
8	08/27/2025	SM	REVISIONS FOR COMMENTS
9	08/27/2025	SM	REVISIONS FOR COMMENTS
10	08/27/2025	SM	REVISIONS FOR COMMENTS
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17	08/27/2025	SM	REVISIONS FOR COMMENTS
18	08/27/2025	SM	REVISIONS FOR COMMENTS
19	08/27/2025	SM	REVISIONS FOR COMMENTS
20	08/27/2025	SM	REVISIONS FOR COMMENTS

FIRST UNITED METHODIST CHURCH
FINAL ENGINEERING PLANS
COVER SHEET

PROJECT NO: 2025183

DESIGNED BY: SM

DRAWN BY: SM

CHECKED BY: RM

DRAWING FILE: 1212700216K

1212700216K - 1212700218K
NOT VALID FOR CONSTRUCTION

SHEET C1 OF 14

GENERAL NOTES:

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDS), AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
- NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
- NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
- ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
- ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
- A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
- A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION, THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.
- THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SUPERVISOR AND/OR ENGINEER OF RECORD.
- THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE, NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
- CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERAL PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
- CONTRACTOR WILL FOLLOW ALL REQUIRED WASTE MANAGEMENT PRACTICES.
- SEEDING OR SOILING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
- ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

STANDARD CONSTRUCTION DETAIL
GENERAL CONSTRUCTION NOTESINDEX
M-2
MAY 2020

SANITARY SEWER CONSTRUCTION GENERAL NOTES

- THE CITY'S PUBLIC WORKS - UTILITY DIVISION DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY SEWER CONSTRUCTION.
- ALL GRAVITY SANITARY SEWER LINES SHALL BE A MINIMUM OF 8" IN DIAMETER. SERVICE LATERALS SHALL BE A MINIMUM OF 4" DIAMETER (RESIDENTIAL) OR A MINIMUM OF 6" DIAMETER (COMMERCIAL).
- ALL SANITARY SEWER MAINS SHALL BE PVC DSR 26, IN PLACES WHERE A MINIMUM COVER OF 4.0' CANNOT BE MAINTAINED, C-900 GREEN PVC DR-25, CLASS 100 OR CONCRETE ENCASEMENT SHALL BE USED.
- MINIMUM ALLOWABLE SANITARY SEWER SIZES ALLOWED ARE:
8" PIPE 0.40%
10" PIPE 0.30%
12" PIPE 0.22%
- SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT.
- THE CONTRACTOR SHALL, AT ALL TIMES, DURING PIPE LAYING, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEND LONG WITHIN THE AREA OF THE TRENCH.
- ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION, SOFT OR SPRONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
- TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 95 PERCENT IN UNPAVED AREAS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
- EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION TRENCH WORK IN ORDER TO PROTECT THE CITY INSPECTOR, THE CITY'S ENGINEER, AND THE DEVELOPER.
- THE CONTRACTOR SHALL INSTALL A METALLIZED FLO LOCATOR TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC WATER, RECLAIMED WATER AND SEWAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED 18 INCHES ABOVE THE TOP OF PIPE OR AS DIRECTED BY THE MANUFACTURER AND IS IN ADDITION TO THE LOCATOR WIRE REQUIRED IN THE UTILITY PIPE LOCATION MATERIALS DETAIL (MISCELLANEOUS DETAILS SECTION - M10).
- MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 400 FEET.
- MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2 FEET ABOVE GRADE IN UNPAVED AREAS.

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SANITARY SEWER CONSTRUCTION GENERAL NOTES

- THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
- RUBBER BOOTS AND STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES (SEE RUBBER BOOT AND PRECAST JOINT CONNECTION DETAIL).
- DOGHOUSE TYPE MANHOLES ARE NOT PERMITTED WITHIN THE CITY OF ORMOND BEACH.
- INDIVIDUAL SANITARY SEWER CONNECTIONS ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, BUT TO SEWER MAIN LINES BY USE OF PVC WYE CONNECTIONS.
- FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND FLUSH BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS TO BE USED ON ALL LINES, NO GLUED JOINTS.
- FOR MULTI-FAMILY AND COMMERCIAL SITES, SIX INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
- SANITARY SEWER LATERALS LONGER THAN 10 FEET, MEASURED FROM THE SEWER MAIN TO THE RIGHT-OF-WAY LINE MAY BE APPROVED ON A CASE BY CASE BASIS. SUCH LATERALS SHALL BE D.I.P. EPOXY LINED OR C-900 PVC.
- SANITARY SEWER MANHOLES WHICH HAVE SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM, OR ANY MANHOLE WITHIN 200 FEET OF A LIFT STATION, SHALL BE FIBERGLASS OR PVC LINED. RETRO-FITTING OF MANHOLES WITH LINERS SHALL BE REQUIRED WHEN NEW CONNECTIONS SUCH AS THIS ARE MADE. LINING SHALL BE AGRI-SURE-GRIP, RAVEN, SEWERCOT, GREEN MONSTER, OR PRE-APPROVED EQUAL.
- SEE CHART ON DETAIL INDEX S-1C FOR FORCE MAIN AND REUSE PIPE SIZE AND MATERIALS.
- THE CITY OF ORMOND BEACH REQUIRES THE DEVELOPER/CONTRACTOR TO TELETYPE ALL SANITARY SEWER MAINS AND LATERALS PRIOR TO ACCEPTANCE AND RESERVES THE RIGHT TO REQUEST WATER AND AIR TESTING OF THE CITY. IN ADDITION, THE CITY MAY REQUIRE LINES OF WORK SHALL CONDUCT THE TELEVISION PROCESS. THE DVD AND/OR DIGITAL FILE SHALL BE NON STOP WITH AUDIO DESCRIBING THE LOCATION OF THE LINES SHALL ACCOMPANY THE DVD SUBMISSION TO THE CITY. THIS PROCESS SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY OF ORMOND BEACH.
- ALL DUCTILE IRON VALVES AND FITTINGS SHALL HAVE PROTECTED 401 LINER OR APPROVED EQUAL.
- ALL DIRECT BRILL FORCE MAINS SHALL BE AWWA C-900 PVC.
- ALL DIRECTIONAL DRILL FORCE MAINS SHALL BE AWWA C-300 FUSIBLE PVC. HDPE IS ONLY ALLOWED TO BE USED UNDER SPECIAL CIRCUMSTANCES APPROVED BY UTILITIES ENGINEER OR UTILITIES MANAGER.
- FORCE MAINS SHALL HAVE VALVES EVERY 1,000 LF.

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SANITARY SEWER CONSTRUCTION GENERAL NOTES

- ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OFF THE RIGHT-OF-WAY SHALL BE OUTFITTED WITH FIBERGLASS LINERS OR OTHER TYPES OF LINERS OR COATINGS APPROVED BY THE CITY. IN ADDITION, THE CITY MAY REQUIRE LINES OF WORK SHALL CONDUCT THE TELEVISION PROCESS. THE DVD AND/OR DIGITAL FILE SHALL BE NON STOP WITH AUDIO DESCRIBING THE LOCATION OF THE LINES SHALL ACCOMPANY THE DVD SUBMISSION TO THE CITY. THIS PROCESS SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY OF ORMOND BEACH.
- ALL SEWER LINES WHICH ARE CONSTRUCTED OFF PUBLIC RIGHTS-OF-WAY WITHIN SIDEYARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF C-900 PVC. ABSOLUTELY NO USE OF PLASTIC STYRENE FITTINGS SHALL BE ALLOWED.
- SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT V, OR BY A METAL TAB SET INTO THE PAVEMENT.
- EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS-SEAL GASKET CORPORATION OR APPROVED EQUAL, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WET WELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.
- ALL PROPOSED SEWER MAINS, 4" OR GREATER, SHALL BE FLUSHED AND CLEANED WITH A POLY PIG IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
- ALL SEWER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF 18" TO ANY MANHOLE OR 22" TO ANY WETWELL. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER C900/C905 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
- FORCE MAIN SYSTEMS SHALL BE PRESSURE TESTED AT 100 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR. SUBMIT FOR RFP CLEARANCE BEFORE PAVING.
- DURING CONSTRUCTION, CONTRACTOR SHALL ISOLATE NEW SANITARY SEWER CONSTRUCTION FROM EXISTING SANITARY SEWER MAINS. THIS ISOLATION MAY BE BY INSTALLATION OF A BLADDER/PLUG PLACED AT POINT OF CONNECTION OR BY OTHER METHODS. THE PURPOSE OF THIS ISOLATION IS TO ENSURE SURFACE WATER IS NOT RELATED TO THE TREATMENT PLANT. SURFACE WATER SHALL BE REMOVED PRIOR TO THE BLADDER BEING REMOVED.

FORCE MAIN & REUSE MAIN STANDARDS		
DIAMETER	MATERIAL	STANDARD
2" - 4"	PVC 1120 / SDR 21	ASTM D 2241
4" - 12"	PVC 1120 / CLASS 100	AWWA C 900
14" - 36" (16" - 24" → 18") (20" - 24" → 21")	PVC 1120	AWWA C 905
ALL SIZES	HDPE (DIPS) DR 13.5	ASTM F 714
ALL SIZES	FUSIBLE PVC	AWWA C300 OR C905

NOTE: PVC PIPE COLOR SHALL BE GREEN FOR SEWER FORCE MAIN, AND PURPLE FOR REUSE MAIN.

GENERAL NOTES
WATER SYSTEM CONSTRUCTION

- THE CITY'S PUBLIC UTILITIES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
- DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
- ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
- TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 95 PERCENT IN UNPAVED AREAS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
- METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED 18 INCHES ABOVE TOP OF PIPE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE.
- WATER SERVICES (SINGLE 1") SHALL BE POLYETHYLENE TUBING (BLUE IN COLOR); POLYBUTYLENE SHALL NOT BE ALLOWED.
- ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH 4" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 24" ABOVE THE GROUND. WIRE TIES SHALL BE USED TO SECURE THE CURB STOPS TO SUPPORT POSTS.
- WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 500 FEET.
- AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
- APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
A. STANDARD GATE VALVES LESS THAN 48" DIAMETER
RESILIENT SEAT GATE VALVES (AWWA C-509 OR C-515).
B. MECHANICAL TAPPING SLEEVE SHALL BE STAINLESS STEEL (AWWA C - 509)
C. 2" OR SMALLER VALVES SHALL BE BRASS BALL VALVES.

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JUNE 2023GENERAL NOTES
WATER SYSTEM CONSTRUCTION

- WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR.
- ALL WATER SERVICES SHALL BE MARKED WITH A "A" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
- ALL WATER VALVES AND BLOW-OFFS SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. LOCATION OF METAL TABS IN INCHES FROM EDGE OF PAVEMENT SHALL EQUAL DISTANCE IN FEET FROM EDGE OF PAVEMENT TO VALVE.
- UNIFLANGE 1300 SERIES PIPE RESTRAINTS AS MANUFACTURED BY FORD DR APPROVED EQUAL MAY BE USED AS APPROPRIATE FOR RESTRAINING IN-LINE PRESSURE PIPE EACH SIDE OF PIPE JOINT, AS REQUIRED BY RESTRAINT TABLE.
- TRACING WIRE SHALL BE INSTALLED IN ACCORDANCE WITH UTILITY PIPE LOCATION MATERIALS DETAIL.
- NO GALVANIZED PIPE, FITTINGS, ETC. ARE ACCEPTED.
- ALL WATER METERS SHALL BE INSTALLED AT THE RIGHT OF WAY LINE ONLY REGARDLESS OF SIZE.
- SUBMIT ASSEMBLY CERTIFICATION FOR ALL BACKFLOW PREVENTERS TO THE CITY'S ENGINEERING & PLANNING DEPARTMENT BEFORE FINAL INSPECTION AT COMDEV@ORMONDBEACH.ORG.
- PIPING FOR RAW WATER SHALL BE WHITE. FOR ABOVE GROUND PIPING, BURIED PVC PIPING SHALL BE WHITE WITH LOCATOR TAPE PLACED DIRECTLY ON TOP OF THE PIPE AND AT 12" TO 18" ABOVE THE PIPE. THE TAPE SHALL CONTINUOUSLY READ "CAUTION - RAW WATER MAIN BURIED 12" OR WHITE WITH LOCATOR TAPE PLACED 12" TO 18" ABOVE THE TOP OF THE PIPE.
- SEE CHART BELOW FOR WATER MAIN SIZE AND MATERIALS.

W A T E R S I Z E S		
DIAMETER	MATERIAL	STANDARD
2" - 4"	PVC 1120 / SDR 21	ASTM D 2241
4" - 12"	PVC 1120 / CLASS 100	AWWA C 900
14" - 36" (16" - 24" → 18") (20" - 24" → 21")	PVC 1120	AWWA C 905
ALL SIZES	HDPE (DIPS) DR 13.5	ASTM F 714

NOTE: PVC PIPE COLOR SHALL BE BLUE FOR REUSE WATER MAIN, AND PURPLE FOR RAW WATER MAIN.

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- CONSTRUCTION STANDARDS FOR ALL DRAINAGE SYSTEM COMPONENTS SHALL CONFORM TO THE LATEST EDITION OF THE "FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND AS SPECIFIED HEREIN.
- ALL STORM WATER PIPES AND STRUCTURES SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
- DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW THE COMPONENT BEING INSTALLED.
- ALL PIPES AND STRUCTURES SHALL BE PLACED TRUE TO LINES AND GRADES AS DEPICTED ON THE APPROVED PLANS.
- ALL PIPE JOINTS SHALL BE PROPERLY HONED AND FILTER FABRIC LINED USING A METHOD TO HOLD THE FABRIC IN PLACE DURING BACKFILL.
- BACKFILL AND COMPACT TO THE SPRING-LINE (CENTER OF PIPE) ELEVATION AND REQUEST CITY INSPECTION AND APPROVAL BEFORE CONTINUING.
- ALL WORK COVERED WITHOUT CITY INSPECTION WILL BE REQUIRED TO BE EXCAVATED AND INSPECTED AT THE CONTRACTOR'S EXPENSE.
- TRENCHES SHALL BE BACKFILLED AND COMPACTED WITH CLEAN GRANULAR MATERIAL IN MAX. 6" LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 95 PERCENT (AASHTO-T180) IN UNPAVED AREAS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS AT POINTS 1' ABOVE THE PIPE AND AT A MAX. 1' VERTICAL INTERVALS TO FINISH GRADE, AT A MAXIMUM SPACING OF 100 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY'S INSPECTOR.
- ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE (RCP), HIGH DENSITY POLYETHYLENE (HDPE), POLYVINYL CHLORIDE (PVC) OR ALUMINUM CORRUGATED METAL PIPE (ACMP), AS SHOWN ON THE PLANS.
- STORM DRAINAGE PIPES WITHIN PUBLIC RIGHT-OF-WAY SHALL BE A MINIMUM OF FIFTEEN (15) INCH RCP DIAMETER OR EQUIVALENT.
- STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION.

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MAY 2020CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATIONPROJECT NO. 22-0189
DESIGNED BY: SM
DRAWN BY: RM
CHECKED BY: RM
DRAWING FILE: 0441718401

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**CONTRACTOR REQUIREMENTS FOR SITE CLEARING,
GRADING, AND EROSION CONTROL DESIGN AND
CONSTRUCTION NOTES**

THE FOLLOWING MEASURES REPRESENT THE MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE INSTALLED TO PROTECT THE ENVIRONMENT. THE CITY WILL BE RESPONSIBLE FOR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID DISTURBANCE. THE CONTRACTOR SHALL NOT REMOVE ANY TREES OR SHRUBS THAT ARE LOCATED WITHIN THE DRIP LINE OF EXISTING NATURAL TREES OR AT THE EDGE OF THE NATIVE UPRIVER - STORY HATTAH RIVER.

2. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES SHALL BE INSTALLED TO THE OUTSIDE OF THE BUFFER AREAS PRIOR TO THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.

WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIFIC TREE, SILT FENCES WILL BE INSTALLED TO PREVENT CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION AND CONSERVATION EASEMENTS IDENTIFIED AND BARRICADED PRIOR TO THE BEGINNING OF CONSTRUCTION OF ANY LANDWORK, INCLUDING PRELIMINARY GRADING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, IDENTIFYING AND BARRICADED ALL SITES, FLOOD PLAINS, WATERS, AND WETLANDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS (FOR ANY HAVE BEST MANAGEMENT PRACTICE (BMP'S) AS REQUIRED, SUD JEFFERSON COUNTY). FOR TURBIDITY BARRIERS, FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL TURBIDITY BARRIERS THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.

5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG THE ENTIRE PERIMETER OF THE PROJECT, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) ALONG THE PERIMETER OF ANY EXISTING OR PROPOSED WETLANDS, AND (5) AT ANY OTHER ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION MATERIAL DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIALS ARE BEING INSTALLED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE INSTALLED TO PROTECT THE ENVIRONMENT. THE CITY WILL BE RESPONSIBLE FOR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

6. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS SHALL BE INSTALLED TO PREVENT EROSION.

7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BARRICADED FOR THEIR PROPOSED FILL GRADE. WITHIN THE BARRICADED AREAS, THE CONTRACTOR SHALL NOT REMOVE ANY TREES OR SHRUBS THAT ARE LOCATED WITHIN THE DRIP LINE OF EXISTING NATURAL TREES OR AT THE EDGE OF THE NATIVE UPRIVER - STORY HATTAH RIVER. THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOO, AS REQUIRED, ANY PROJECT THAT IS NOT COMPLETED WITHIN 30 DAYS OR MORE THE AREA SHALL BE STABILIZED TO THE SATISFACTION OF THE CITY OF OMAHA BUREAU.

8. ONCE AN AREA IS SEED OR SOOED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY SHALL BE RESPONSIBLE FOR THE RE-SEEDING OF THE AREA. THE RE-SEEDING OPTION MAY BE EMPLOYED AT THE DISCRETION OF THE CITY OF OMAHA BUREAU.

9. ABSOLUTELY NO BURNING OF CLEARED MATERIALS IS PERMITTED.

	STANDARD CONSTRUCTION DETAIL CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES NTS	INDEX M-16A MAY 2020
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**CONTRACTOR REQUIREMENTS FOR SOIL SEALING,
GRAVING, AND EROSION CONTROL DESIGN AND
CONSTRUCTION NOTES**

1. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE PARKING, PARKING AND BUILDING AREAS IS REQUIRED. ALL EXISTING TREES AND PLANTS TO REMAIN SHALL BE PROTECTED. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.

2. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD SHALL BE SUBMITTED TO THE CITY PRIOR TO FILLING.

3. ALL MATERIAL IS TO BE PLACED IN ONE FOOT FILLS AND COMPACTED TO THE APPROPRIATE DENSITY (PER FAVES AREAS) AND 95% FOR BUILDING FAVES AND ALL OTHER AREAS AS PER AASHTO T-99.

4. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE ENTIRE LOT TO A MINIMUM OF 300 FEET FROM THE LOT BOUNDARY. ALL 100-FOOT VERTICAL MEASUREMENTS, THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE LOT.

5. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTION AND TESTED USING AASHTO T-180 TO MEET THE SPECIFICATIONS.

6. STOCKPIILING IS NOT GENERALLY PERMITTED BY THE CITY, WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE, AT A MINIMUM, STOCK PILES SHALL BE COVERED WITH A 6" MINIMUM THICKNESS OF TOPSOIL OR MULCH TO PREVENT EROSION. IMMEDIATELY UPON COMPLETION OF THE FINAL LOT, STOCKPILE AREA IS TO BE SURROUNDED BY SILT FENCE OR SILT FILL.

7. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION, THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS ARE TO BE EMPLOYED. ALLOW DAILY COVERAGE OF THE ENTIRE LOTS WITH ALL AREAS THAT DO NOT HAVE AN ESTABLISHED COVER. ALLOWED TO BE APPLIED TO EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO: WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY THE CONTRACTOR, OR OTHER MEANS. WATER CANNING, WATER CANNING, TEMPORARY IRRIGATION SYSTEMS MOUNTED ABOVE STOCKPILE AREAS, AND OTHER METHODS AS DEEMED APPROPRIATE BY THE CITY.

8. ALL FILL MATERIAL LOCATED BETWEEN STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.

9. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A P% RANGE BETWEEN 5.5 AND 7.5, BE FREE FROM ORGANICS, FRESH OR OLD.

10. OWNER SHALL FILE A "NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE PERMIT SHALL BE OBTAINED AND THE PROJECT SHALL COMPLY WITH ALL PROVISIONS OF THE GENERIC PERMIT INCLUDING BUT NOT LIMITED TO: THE REQUIREMENT TO OBTAIN A DISCHARGE PERMIT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE PERMIT SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION, AND THE DISCHARGE PERMIT SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.

11. EMPLOY A DEP-CERTIFIED INSPECTOR TO MAKE WEEKLY INSPECTIONS / REPORTS OF THE CONSTRUCTION EROSION AND SEDIMENT CONTROL MEASURES.

12. EMPLOY A DEP-CERTIFIED INSPECTOR TO MAKE INSPECTIONS / REPORTS OF THE CONDITION OF EROSION AND SEDIMENT CONTROL MEASURES WITHIN 24 HOURS OF EVERY RAINFALL EVENT.

13. MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT CONSTRUCTION.

14. MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT CONSTRUCTION.

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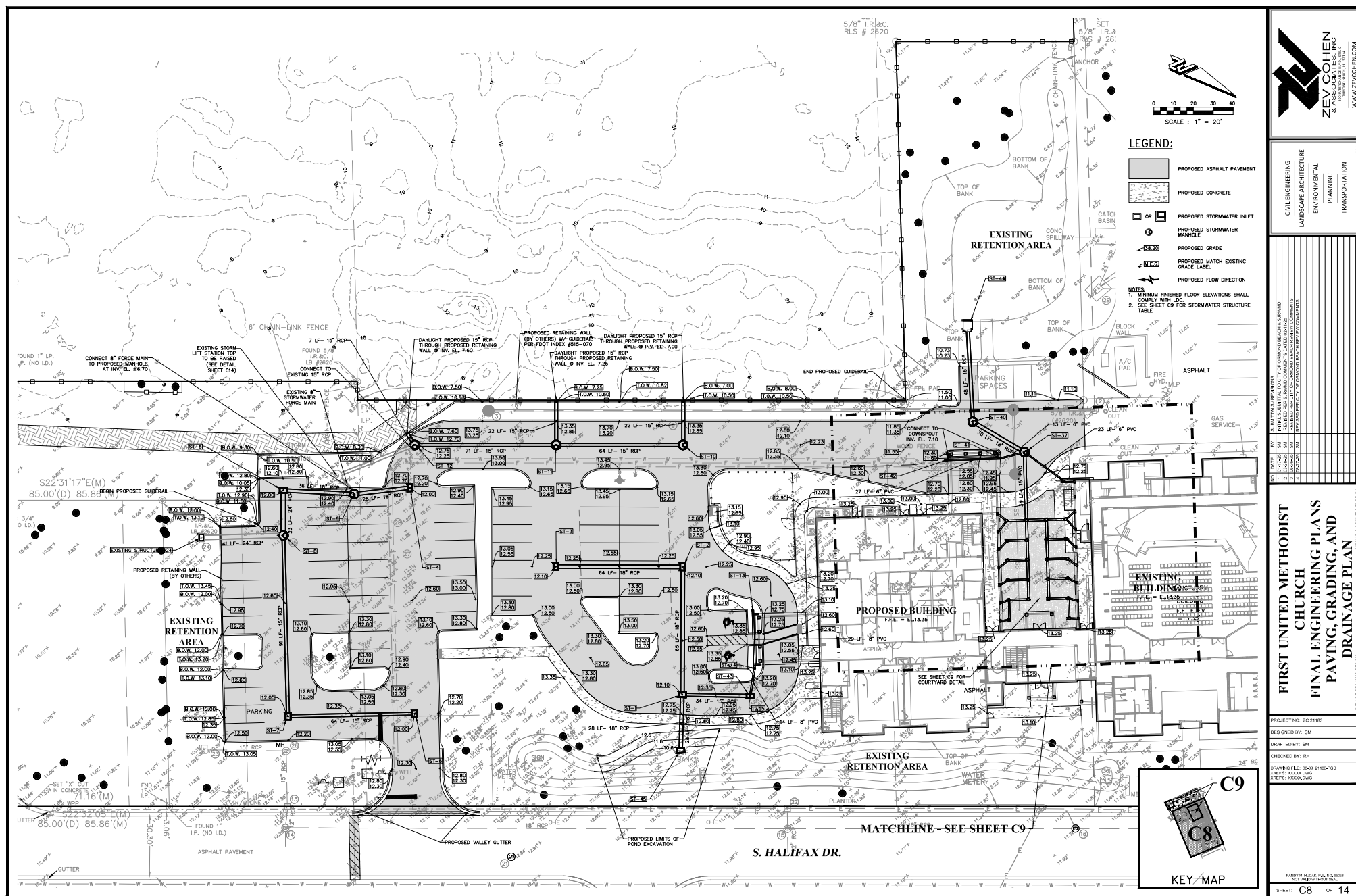




Q	DATE	BY	SUBJECT/FILE REFERENCE
1	05-26-20	SM	RECEIVED FROM CITY OF GROUND BEACH, S. BROWARD
2	05-26-20	SM	RECEIVED PER S. BROWARD COMMENTS DATED 05-14-20
3	05-26-20	SM	RECEIVED FROM CITY OF GROUND BEACH REGARDING COMMENTS
4	05-26-20	SM	RECEIVED PER CITY OF GROUND BEACH REGARDING COMMENTS
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**FIRST UNITED METHODIST
CHURCH
FINAL ENGINEERING PLANS
DEMOLITION AND EROSION
CONTROL PLAN**

PROJECT NO: ZC 21183
DESIGNED BY: SM
DRAFTED BY: SM
CHECKED BY: RH
DRAWING FILE: 04_21183-ECP XREFS: XXXXX.DWG XREFS: XXXXX.DWG



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

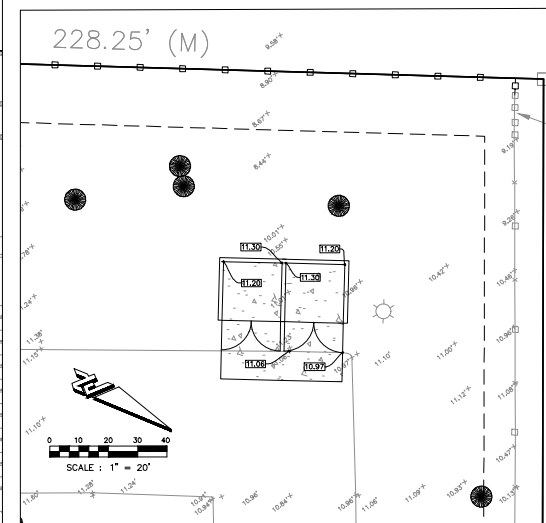
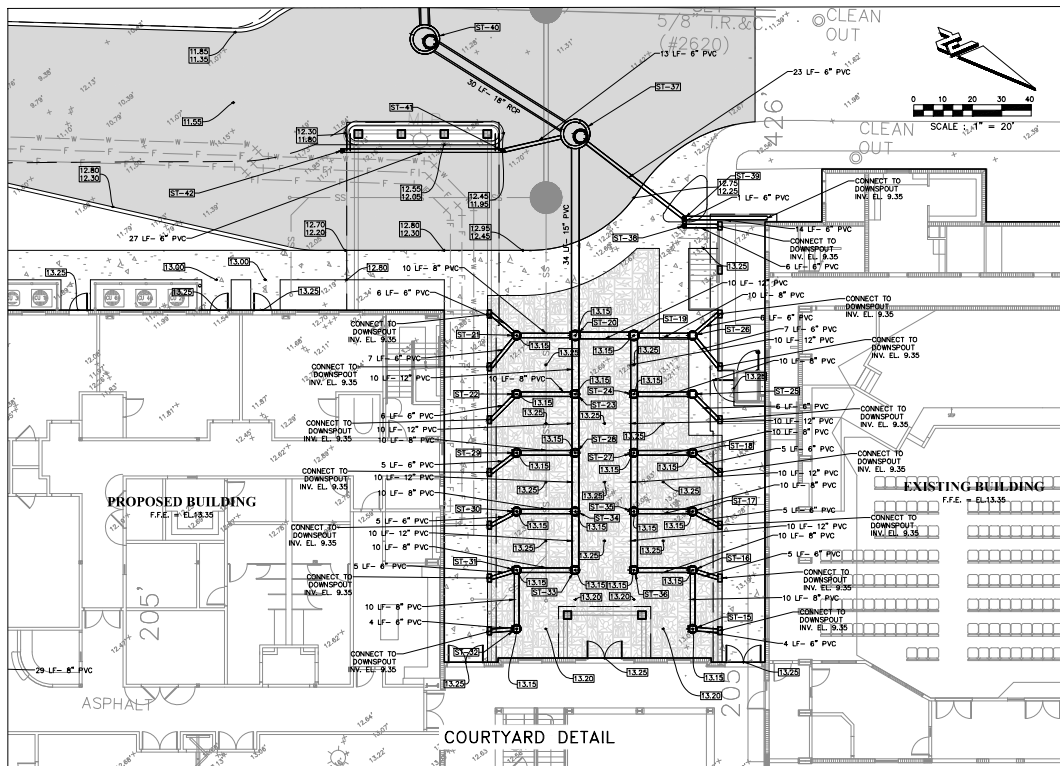
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3	08/27/2025	SM	DESIGNED FOR SUBMITTAL TO THE CITY OF TAMPA
4	08/27/2025	SM	DESIGNED FOR SUBMITTAL TO THE CITY OF TAMPA

FIRST UNITED METHODIST CHURCH
FINAL ENGINEERING PLANS
PAVING, GRADING, AND DRAINAGE PLAN

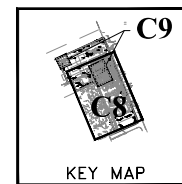
PROJECT NO. 20-3183
DESIGNED BY: SM
CHECKED BY: RM

DRAWING FILE: 2025_118470
DATE: 08/27/2025
SHEET C8 OF 14

STORMWATER STRUCTURE TABLE				STORMWATER STRUCTURE TABLE				STORMWATER STRUCTURE TABLE			
STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)	STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)	STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
EXISTING STRUCTURE-24	EXISTING TYPE C INLET - INDEX NO. 425-052	10.23	6.14 (NW) 24" RCP	ST-15	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.49 (SW) 8" PVC 8.49 (N) 6" PVC	ST-30	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.38 (NW) 8" PVC 8.38 (SE) 6" PVC
ST-1	TYPE C INLET - INDEX NO. 425-052	12.10	7.14 (W) 18" RCP 7.14 (E) 18" RCP 7.14 (N) 15" RCP	ST-16	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.39 (SE) 8" PVC 8.39 (NE) 8" PVC 8.50 (N) 6" PVC	ST-31	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.29 (NE) 8" PVC 8.29 (NW) 8" PVC 8.38 (SE) 6" PVC
ST-2	TYPE C INLET - INDEX NO. 425-052	12.10	7.33 (S) 18" RCP 7.33 (S) 18" RCP	ST-17	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.50 (SE) 8" PVC 8.50 (N) 6" PVC	ST-32	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.39 (SW) 8" PVC 8.39 (SE) 6" PVC
ST-3	TYPE C INLET - INDEX NO. 425-052	12.10	7.52 (N) 18" RCP	ST-18	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.50 (SE) 8" PVC 8.50 (N) 6" PVC	ST-33	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.19 (SW) 12" PVC 8.19 (SE) 8" PVC
ST-4	TYPE C INLET - INDEX NO. 425-052	12.00	6.52 (SE) 18" RCP	ST-19	15" YARD DRAIN WITH RECTANGULAR GRATE	13.15	7.89 (NE) 12" PVC 8.38 (NW) 8" PVC 7.89 (SE) 12" PVC	ST-34	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.09 (NE) 12" PVC 8.09 (SW) 12" PVC 8.28 (SE) 8" PVC
ST-5	TYPE C INLET - INDEX NO. 425-052	12.00	6.33 (N) 18" RCP 6.33 (NE) 24" RCP	ST-20	15" YARD DRAIN WITH RECTANGULAR GRATE	13.15	7.79 (NE) 12" PVC 7.79 (NW) 12" PVC 8.28 (SW) 8" PVC 7.79 (SW) 15" PVC	ST-35	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.19 (NE) 12" PVC 8.19 (SW) 12" PVC 8.40 (NW) 8" PVC
ST-6	TYPE C INLET - INDEX NO. 425-052	12.00	6.72 (SE) 15" RCP	ST-21	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.36 (NW) 8" PVC 8.36 (E) 8" PVC 8.43 (S) 6" PVC	ST-36	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.29 (SW) 12" PVC 8.29 (NW) 8" PVC
ST-7	TYPE C INLET - INDEX NO. 425-052	12.00	6.53 (SW) 15" RCP 6.53 (NW) 15" RCP	ST-22	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.57 (NW) 8" PVC 8.57 (S) 6" PVC	ST-37	MANHOLE (48" DIA.) - INDEX NO. 425-001	11.80	7.44 (NE) 10" PVC 6.74 (S) 18" RCP 6.65 (SE) 6" PVC
ST-8	MANHOLE (48" DIA.) - INDEX NO. 425-001	12.23	6.36 (SW) 24" RCP 6.36 (SE) 24" RCP 6.36 (NE) 15" RCP	ST-23	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	7.89 (NE) 12" PVC 7.89 (SW) 12" PVC 8.27 (SE) 8" PVC	ST-38	6" CLEAN-OUT	13.25	9.29 (NW) 6" PVC 9.29 (SW) 6" PVC
ST-9	MANHOLE (48" DIA.) - INDEX NO. 425-001	12.38	6.44 (S) 18" RCP 6.44 (NW) 18" RCP	ST-24	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	7.89 (NE) 12" PVC 7.99 (SW) 12" PVC 8.39 (NW) 8" PVC	ST-39	6" CLEAN-OUT	13.10	9.21 (NW) 6" PVC 9.38 (NE) 4" PVC 9.21 (S) 6" PVC
ST-10	MANHOLE (48" DIA.) - INDEX NO. 425-001	12.73	5.44 (SE) 15" RCP 6.87 (W) 15" RCP	ST-25	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.49 (SE) 8" PVC 8.49 (N) 6" PVC	ST-40	MANHOLE (48" DIA.) - INDEX NO. 425-001	11.25	6.65 (N) 18" RCP 6.65 (SW) 15" RCP
ST-11	MANHOLE (48" DIA.) - INDEX NO. 425-001	12.73	5.25 (NW) 15" RCP 5.25 (SE) 15" RCP 7.21 (W) 15" RCP	ST-26	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.48 (SE) 8" PVC 8.48 (NE) 6" PVC 8.50 (NW) 8" PVC	ST-41	6" CLEAN-OUT	12.00	6.78 (NW) 6" PVC 6.78 (SE) 6" PVC
ST-12	MANHOLE (48" DIA.) - INDEX NO. 425-001	12.22	5.03 (NW) 15" RCP 5.03 (SE) 15" RCP 7.53 (SW) 15" RCP	ST-27	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.09 (NE) 12" PVC 8.09 (SW) 12" PVC 8.40 (NW) 8" PVC	ST-42	6" CLEAN-OUT	11.85	7.05 (NW) 6" PVC
ST-13	6" CLEAN-OUT	13.20	7.81 (NE) 8" PVC	ST-28	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	7.99 (NE) 12" PVC 7.99 (SW) 12" PVC 8.28 (SE) 8" PVC	ST-43	TYPE C INLET - INDEX NO. 425-052	12.15	7.24 (S) 10" RCP 7.38 (W) 8" PVC
ST-14	6" CLEAN-OUT	13.20	7.52 (SW) 8" PVC 7.52 (E) 8" PVC	ST-29	12" YARD DRAIN WITH RECTANGULAR GRATE	13.15	8.38 (NW) 8" PVC 8.38 (SE) 6" PVC	ST-44	MES (10") - INDEX NO. 430-021	8.00	6.50 (NE) 15" RCP



- LEGEND:**
- PROPOSED ASPHALT PAVEMENT
 - PROPOSED CONCRETE
 - PROPOSED STORMWATER INLET
 - PROPOSED STORMWATER MANHOLE
 - PROPOSED GRADE
 - PROPOSED MATCH EXISTING GRADE LABEL
 - PROPOSED FLOW DIRECTION
- NOTES:**
- MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.

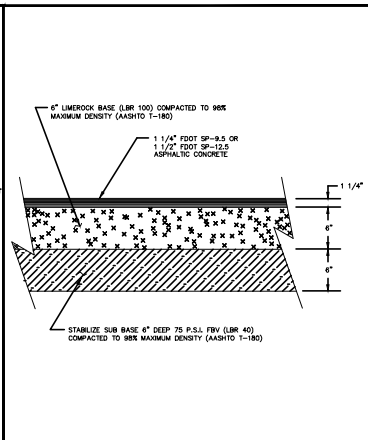
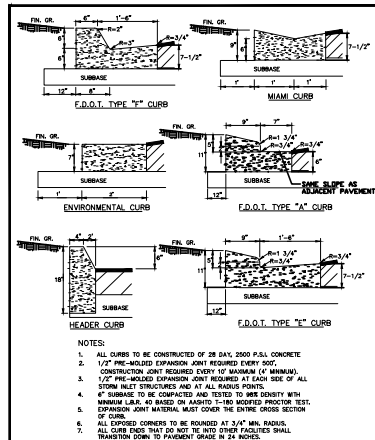


CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	08/27/2025	SM	DESIGN/PLANS PREPARED
2	08/27/2025	SM	REVISIONS FOR COMMENTS
3	08/27/2025	SM	REVISIONS FOR COMMENTS
4	08/27/2025	SM	REVISIONS FOR COMMENTS

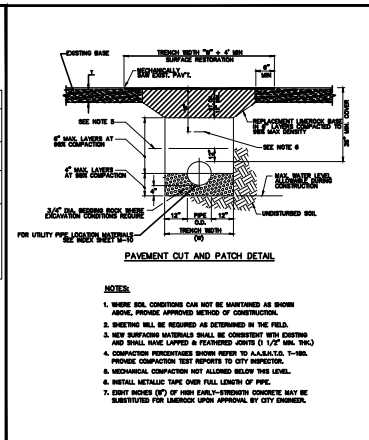
FIRST UNITED METHODIST CHURCH
FINAL ENGINEERING PLANS
PAVING, GRADING, AND
DRAINAGE PLAN

PROJECT NO. 20-3183
DESIGNED BY: SM
DRAWN BY: SM
CHECKED BY: RM
DRAWING FILE: 2045-1184-020
USER: R0000000
PREP: R0000000
SHEET C9 OF 14



ROADWAY COMPACTION AND DENSITY TESTING REQUIREMENTS				
ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD
ASPHALT SURFACE COURSE OF PAVED ROADWAY	IN-PLACE DENSITY	ONE (1) TEST/200 LF	SEE MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 (MAGNIFIED)
STABILIZED SUBGRADE	IN-PLACE DENSITY	ONE (1) TEST/200 LF	SEE MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 (MAGNIFIED)
STABILIZED SUBGRADE	LABORATORY DENSITY	ONE (1) TEST/200 LF	FW - 75	ASTM D-2937 (MAGNIFIED)
STABILIZED SUBGRADE	LABORATORY DENSITY	ONE (1) TEST/200 LF	LBR = 40	ASTM D-2937 (MAGNIFIED)
LIMEROCK BASE	IN-PLACE DENSITY	ONE (1) TEST/200 LF	SEE MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 (MAGNIFIED)
LIMEROCK BASE	LABORATORY DENSITY	ONE (1) TEST/200 LF	FW 100	FW 9-475
LIMEROCK BASE	LABORATORY DENSITY	ONE (1) TEST/200 LF	FW 100	FW 9-475
CONCRETE CURB AND GUTTER	IN-PLACE DENSITY	ONE (1) TEST/200 LF	SEE MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 (MAGNIFIED)
CONCRETE CURB AND GUTTER	LABORATORY DENSITY	ONE (1) TEST/200 LF	LBR 100	ASTM D-2937 (MAGNIFIED)
ASPHALT	EXTRACTION AND GRAVIMETRY	(1) PER 500 YD FOR MIX	FOR MIX DESIGN	D-2922
ASPHALT	THICKNESS AND MOISTURE	(1) PER 500 YD FOR MIX	FOR MIX DESIGN AND JOB CHECK	CONFORM TO AASHTO D-2922
SUB-GRANULAR MATERIAL	PROCTOR TEST	(1) PER 500 YD FOR MIX	FOR MIX DESIGN	ASTM D-1557 (MAGNIFIED)
CURB SUBGRADE	LABORATORY DENSITY	ONE (1) TEST/200 LF	SEE MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 (MAGNIFIED)
CURB SUBGRADE (LBR)	LABORATORY DENSITY	ONE (1) TEST/200 LF	LBR 40	ASTM D-2937 (MAGNIFIED)

PIPED UTILITY INSTALLATION REQUIREMENTS				
ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD
PIPE TRENCH SUBGRADE (IF SPECIFIED)	IN-PLACE DENSITY	ONE (1) TEST/200 LF	SEE MODIFIED PROCTOR	ASTM D-2937 (MAGNIFIED)
PIPED BACKFILL IN PAVED AREAS	IN-PLACE DENSITY	ONE (1) TEST/200 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	SEE MODIFIED PROCTOR	ASTM D-2937 (MAGNIFIED)
PIPED BACKFILL IN GREEN AREAS	IN-PLACE DENSITY	ONE (1) TEST/200 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	SEE MODIFIED PROCTOR	ASTM D-2937 (MAGNIFIED)
SOL OPTIMUM MOISTURE/DENSITY	PROCTOR TEST	ONE (1) PER SOL OR BASE TYPE		ASTM D-2937 (MAGNIFIED)



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STANDARD CURB CONSTRUCTION
NTS

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STANDARD CONSTRUCTION DETAIL
STANDARD PAVING DETAIL
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MAY 2020

STANDARD CONSTRUCTION DETAIL
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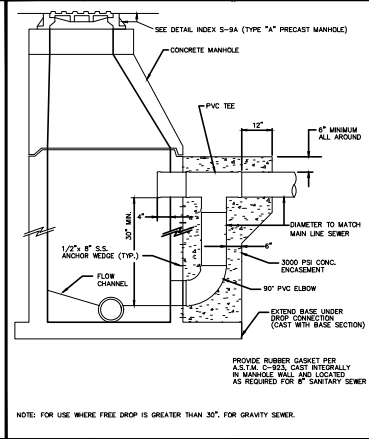
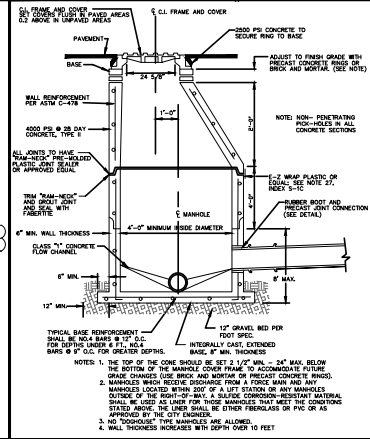
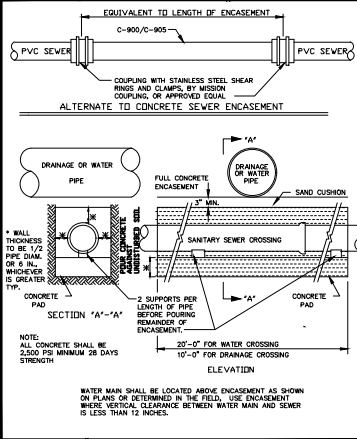
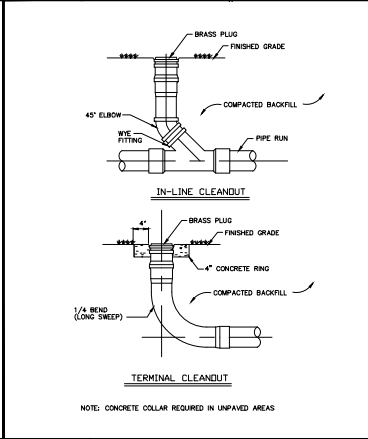
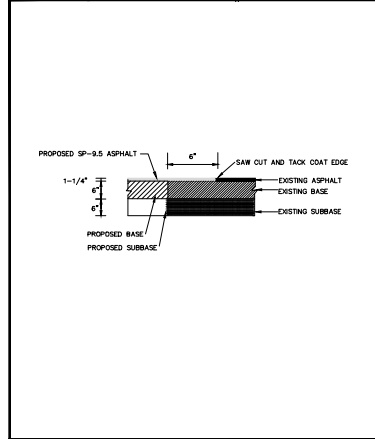
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STANDARD CONSTRUCTION DETAIL
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(FOR NEW MANHOLES)
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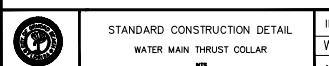
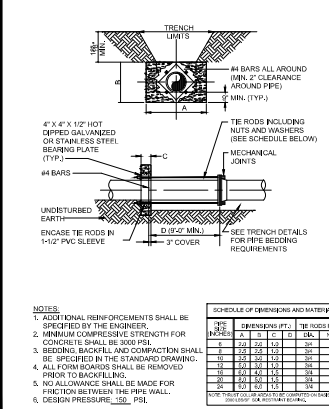
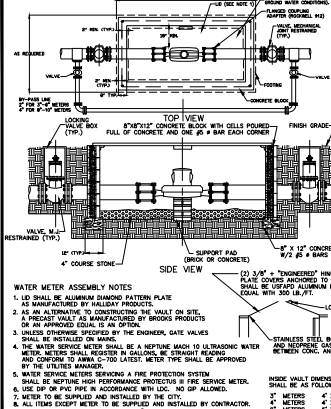
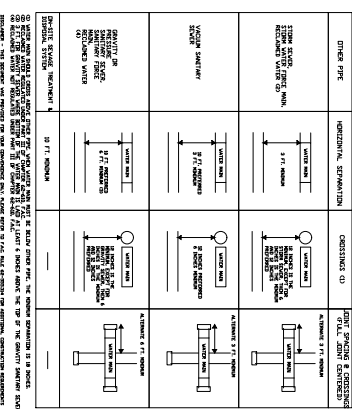
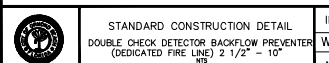
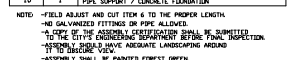
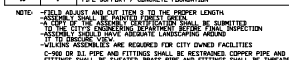
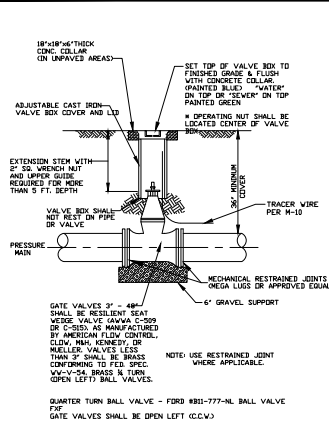
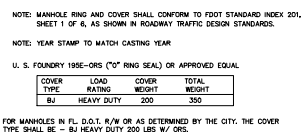
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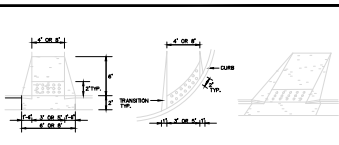
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

PROJECT NO: 20-31183
DESIGNED BY: SM
CHECKED BY: RM
DRAWING FILE: 10-4-1704241

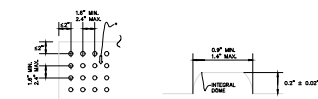
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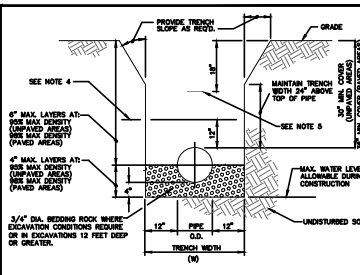




- NOTES:**
1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
 2. CURVED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
 3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
 4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONSECUTIVELY.
 5. NO CURB TRANSITION IS NEEDED FOR WALK CURBS.
 6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FOOT TRAILER NO. 304 AND ACCESSIBILITY REQUIREMENTS WITH THE 2011 ADA COMPLIANCE MANUAL.



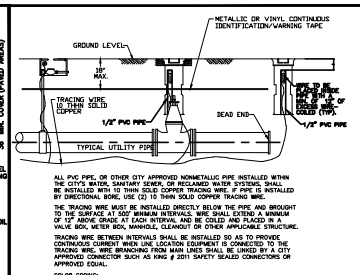
- NOTES.**
- * ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.



NOTES:

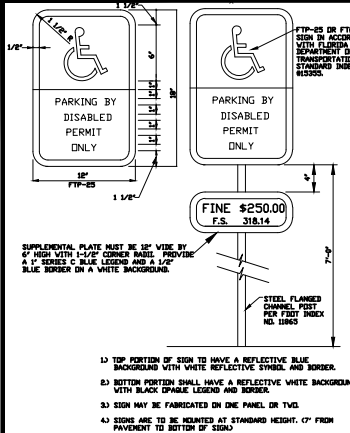
1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
3. COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T-150.
4. PROVIDE COPIES OF CERTIFIED TEST REPORTS TO CITY INSPECTOR.
5. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
6. INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.

- NOTES:**
1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
 2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
 3. COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T-150.
 4. PROVIDE COPIES OF CERTIFIED TEST REPORTS TO CITY INSPECTOR.
 5. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
 6. INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.

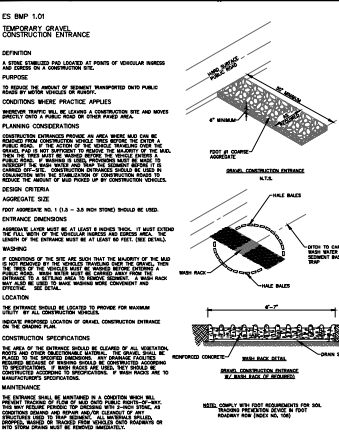


- | | |
|----------------------------------|--------|
| POTABLE WATER SYSTEM | BLUE |
| RECLAIMED WATER SYSTEM | LAUREN |
| SANITARY SEWER FORCE MAIN SYSTEM | GREEN |
| RAW WATER MAIN SYSTEM | WHITE |
1. POTABLE WATER AND RECLAIMED WATER SYSTEMS: WIRE SHALL BE INSTALLED BELOW ALL MAINS AND SERVICE LINES AND ATTACHED TO VALVES, HYDRANTS AND FITTINGS. WIRE SHALL BE INSTALLED WITHIN 18" OF THE MAINS AND FITTINGS. WIRE SHALL CONNECT TO THE WIRE INSTALLED BELOW THE MAIN AND EXTEND TO THE CURB STOP.
 2. FIRE SPRINKLER LINES: WIRE SHALL CONNECT TO THE WIRE INSTALLED BELOW THE MAIN AND EXTEND TO THE RISER CONNECTION.
 3. SANITARY SEWER FORCE MAINS: WIRE SHALL BE INSTALLED BELOW THE FORCE MAIN AND ATTACHED TO ALL VALVES AND FITTINGS AND BROUGHT TO THE SURFACE AND PLACED IN A METAL CITY APPROVED VALVE BOX.
 4. DEAD END MAINS: WIRE SHALL BE PLACED IN A PROPERLY IDENTIFIED METAL VALVE BOX AT THE END OF THE RUN.
 5. WIRE SHALL NOT BE FASTENED OR COILED TO HAVE OPERATING MAT.

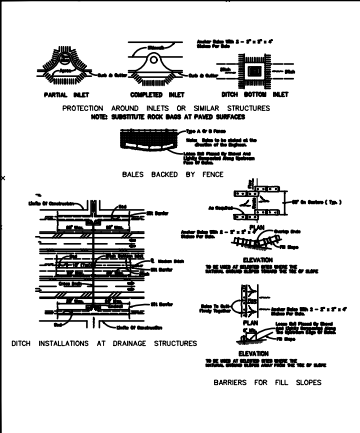
	STANDARD CONSTRUCTION DETAIL	INDEX
	UTILITY PIPE LOCATION MATERIALS	M-1
	NTS	MAY 2001



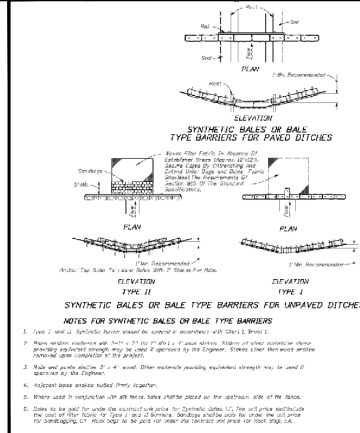
- 1) TOP PORTION OF SIGN TO HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
- 2) BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
- 3) SIGN MAY BE FABRICATED ON ONE PANEL OR TWO.
- 4) SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT, (7' FROM PAVEMENT TO BOTTOM OF SIGN)



- # ES TEMP 1.01
- ## TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
- ### DEFINITION
- A TEMPORARY ENTRANCE AND LOGGED AT POINTS OF VEHICULAR TRAFFIC WHICH IS DESIGNED TO BE REMOVED AT THE END OF CONSTRUCTION ETC.
- ### PURPOSE
- TO PROVIDE A TEMPORARY ENTRANCE TO THE CONSTRUCTION AREA AND TO BE REMOVED AT THE END OF CONSTRUCTION ETC.
- ### CONSTRUCTION METHODS APPLIED
- CONSTRUCTION METHODS APPLIED TO THE CONSTRUCTION OF THIS ENTRANCE ARE AS FOLLOWS:
- ### PLACING CONSIDERATIONS
- CONSTRUCTION METHODS APPLIED TO THE CONSTRUCTION OF THIS ENTRANCE ARE AS FOLLOWS:
- ### DESIGN CRITERIA
- APPROXIMATE SIZE
- FOOTWALKER NO. (1.0 - 3.0) HIGH TRAFFIC SPEEDS (10 - 15) MPH
- ### ENTRANCE DIMENSIONS
- CONSTRUCTION METHODS APPLIED TO THE CONSTRUCTION OF THIS ENTRANCE ARE AS FOLLOWS:
- ### LOCATION
- THE ENTRANCE SHOULD BE LOCATED TO PROVIDE FOR THE CONSTRUCTION OF THE ENTRANCE.
- ### CONSTRUCTION SPECIFICATIONS
- CONSTRUCTION METHODS APPLIED TO THE CONSTRUCTION OF THIS ENTRANCE ARE AS FOLLOWS:
- ### MAINTENANCE
- THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION TO BE REMOVED AT THE END OF CONSTRUCTION ETC.
-

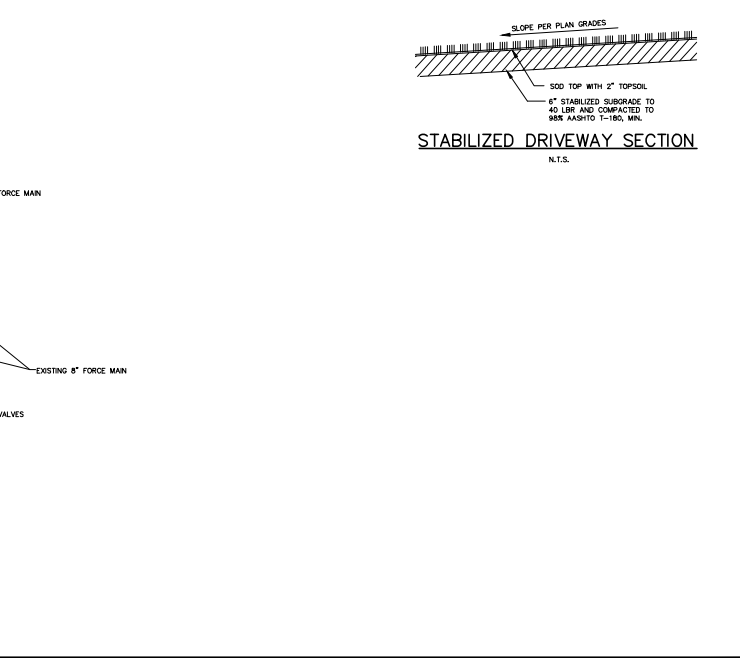
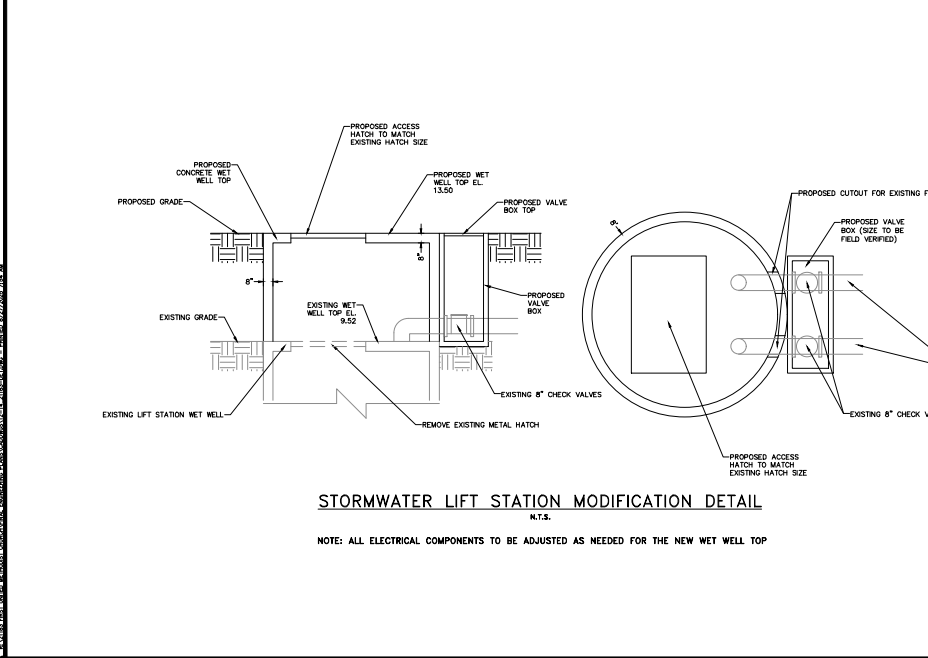
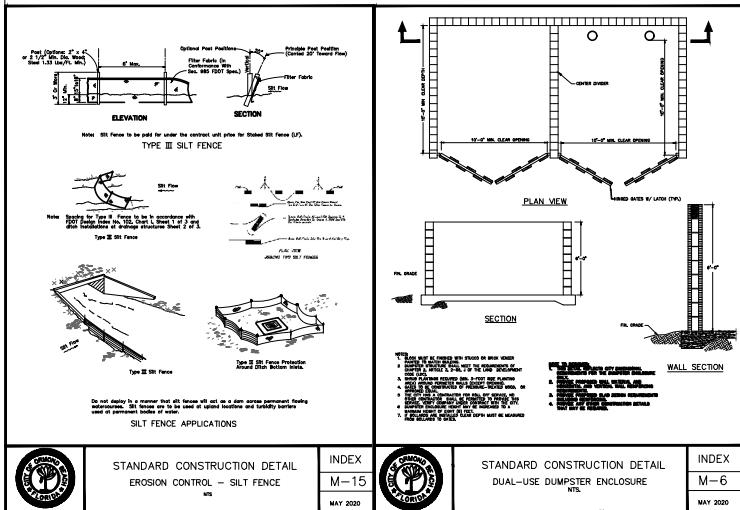
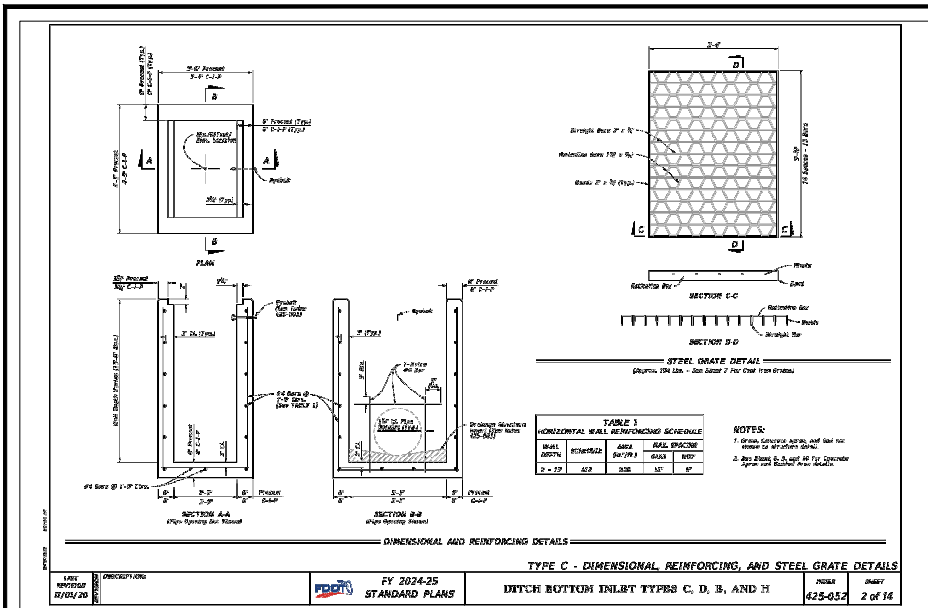


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	STANDARD CONSTRUCTION DETAIL	INDEX
	EROSION CONTROL - SYNTHETIC BALES	M-14
	WIS	MAY 2022



ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

1001 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33311
TEL: 954.561.1234
WWW.ZEVCOHEN.COM

FIRST UNITED METHODIST CHURCH
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

PROJECT NO: 20-21183
DESIGNED BY: SM
DRAWN BY: SM
CHECKED BY: RM
DRAWING FILE: 10-1-21183-01

SHEET **C14** OF 14

Planning Board minutes from October 9, 2025

ITEM:

PZ-2025-129

First United Methodist Church, Special
Exception

Recommended for Approval (7-0)

VII. PUBLIC HEARINGS

A. PZ-2025-129, First United Methodist Church, Special Exception

Mr. Steven Spraker, Planning Director, explained the request by Cobb Cole Law Firm, on behalf of the property owner, First United Methodist Church, Inc., for a Special Exception to allow for demolition of the existing gathering building and allow for construction of a new gathering building with associated site improvements. He displayed an aerial map and described the location of the property at 336 South Halifax Drive, with residential to the east and south, as well as the north and west, across the right-of-way (ROW). Mr. Spraker stated that the property is zoned as R-2 and the demolition and reconstruction of the building requires a Special Exception as a House of Worship use.

Mr. Spraker stated that the existing sanctuary was approved with Resolution 93-28 and contained a detailed development order. The 1993 approval did not require the construction of a masonry wall. Mr. Spraker reviewed the proposed site plan with the new two-story building pulled away from the residential lots. The site plan also shows a fence along the property boundary and the establishment of landscape buffers where there are none today. Mr. Spraker stated that this application would replace the 1993 development order in its entirety and if approved there will be the new development order.

Mr. Spraker stated that the project conducted a neighborhood meeting on April 9, 2025. There was a Site Plan Review Committee (SPRC) determination meeting held on September 24, 2025 that included key items of building setbacks and a wall waiver request. Mr. Spraker stated that the redevelopment reduces the overall hard surface area, and all drainage patterns are to be maintained based upon the stormwater report.

Mr. Spraker explained that one of the requests is for the building setback requirements. The project preformed a Land Development Code amendment that allowed a setback of less than 100' to residential zoning district areas with the approval of a Special Exception. The project proposes setbacks of 32.98' to the porte-cochere and 58' to the principal building. The existing building is approximately 21' to the property line. They are proposing to pull it back and away from the residential area. The SPRC recommended approval of the building setback request.

Mr. Spraker stated that the project is seeking a determination regarding the wall/fence requirement. The project shows two areas of fencing. Mr. Spraker stated that the application is proposing a 6'-PVC vinyl fence and a retaining wall/PVC fence combination. He further explained that the retaining wall/PVC-fence is required to be a certain height in order to act as a guardrail based on the height of the two properties. Once it goes into permit review there could be a guardrail in front, but the retaining area is proposed at 7' in height and the remainder of the property is at 6' in height. The Site Plan Review Committee (SPRC) recommended approval of the applicant's fence plan based upon:

1. No wall required in the 1993 Special Exception.
2. Use as a House of Worship.
3. Better for stormwater drainage.
4. Less impact on tree roots at property line.

Mr. Spraker displayed the architectural elevations for the project which included the retaining wall details, showing that the total height of the fence is proposed to be 7', with the retaining wall and the PVC-fence. He stated that staff received correspondence from the neighbor at 331 Riverside Drive regarding their concern with the access gate, wall, fence, and lighting plan, and that the e-mail was printed and placed upon the dais for Planning Board members. Mr. Spraker added that the access gate south of the retaining wall is being maintained and may be moved, and that staff provided the lighting plan. There will be opportunities for them to meet with the applicant and staff again moving forward to City Commission if there are any additional concerns. Mr. Spraker concluded that SPRC recommended approval of the project.

Board Questions

Mr. Jorzczak asked if there was an increase in parking capability with the project. Mr. Spraker replied that 184 spaces are required and the plan is providing 214 in hard-surface and grass parking, exceeding the requirement.

Ms. Shull expressed concern with what she heard at the neighborhood meeting from attendees who commented that there are standing water issues at the back end of the lot. She added that the house that faces Fluhart Drive regraded their whole property which drives water on the church property. Mr. Spraker responded that impervious surface is being decreased and keeping the same drainage flow.

Mr. Gentry asked for details on the resident-gate. Mr. Spraker explained that he is not aware of any easement access and that it is more of an informal agreement. Based on the drainage and the need for a retaining wall, the specific proposed gate location may be different than where it exists today.

Mr. Galloway expressed concerns with the flooding and asked if the pumping system to the south of the property is adequate and where exactly it is pumping to. Mr. Spraker answered that the proposed retaining wall is suggested to accept the historic flow and that he can research where it goes and let the applicant explain their design details.

Applicant's Presentation

Ms. Jessica Gow, Esquire, Cobb Cole Law Firm, One Daytona Boulevard, representative for the applicant, displayed aerial view slides and explained the Special Exception renewal request, and relocation of the improvements on the southern part of the site into a building closer to the existing sanctuary. The existing fencing is a mixture of chain-link and wood-fencing and the proposed fencing now includes a proposed solid-vinyl-fence in lieu of a masonry wall to allow integration with the planned retaining wall stormwater system to create a cohesive fence appearance across the site.

Regarding parking, Ms. Gow explained that the number of spaces remains the same and is over code requirements. She further explained that in the setback review, the original building was 20' from the property line, adjacent to the single-family homes, and the proposed structure is 58', and the porte-cochere extends to the 30'.

Ms. Gow spoke on the wall review and stated that the intention is to create a matching aesthetic theme along the property boundary that is not there today with the old fencing. She continued that with the proposed renovation, the old fencing will be

replaced with vinyl or opaque-fencing along the perimeter at 6' in addition to the landscaping.

Ms. Gow added that for the retaining wall section there will be piping coming through to carry stormwater through with the existing flow and fencing to match the remainder along the top of the wall. In regards to drainage and how it is going to operate, Sean Meade, P.E., Zev Cohen & Associates, can answer any questions.

Ms. Shull inquired about the pump that was located at the southwest corner of the property and asked if it is still there.

Mr. Sean Meade, P.E., Zev Cohen & Associates, referenced Ms. Shull's inquiry and stated that the pump station that is onsite is an underground stormwater lift station designed and built in the original site plan and was built with the capacity for the existing runoff that comes off of the site. He continued that there are existing inlets that are on the back service road behind the building, which collect the water and take it to the pump station where it is pumped into the retention system for the site. Mr. Meade added that there is currently the onsite pump above ground from that station. He stated that the pumps were replaced in 2020 and were built to maintain the same capacity and rebuilt as maintenance for the pumps that were aging out. It will accept the same runoff as it did before and pump it into their system.

Mr. Meade referenced the below ground stormwater wet well and explained that they will assess the capacity and operation of the existing stormwater lift station and verify that it will be in working order as it was intended. The process was further explained that there will be three pipes in the existing wall with pipes that goes to the stormwater lift station at a small, landscaped area on the west side of the parking area where there is a manhole, and that a portion drains to the south and a portion drains to the north retention areas. The property owner is responsible for the maintenance of the lift station and pumps. It was further discussed that Ms. Shull's inquiry will be researched.

Mr. Railsback commented that he would be more concerned if the residents had regular standing water issues. He asked if the storm water system pump, manhole and underground pump and manhole as it exists today, is going to be relocated. Mr. Meade replied that the ponds are going to be in the same location. Everything else will be the same with a raised top to meet grade but will function and pump the same way.

Audience Comments

Mr. James Buckley, 317 Riverside Drive, stated that his property is directly behind the church and the retention pond is right in front of his property. He added that he is a member of the church and during storm events he checks on the church property and pump station and is aware of where the water goes. Mr. James added that there are times that the retention pond is full up to the top and has not gone onto his or other neighboring properties. He commented that the pumping stages are working. He said that he has never seen water out on Halifax Avenue as a result of it.

Mr. Galloway asked about the city generators that are lent to pump stations during hurricanes and asked if the church or city will be responsible for providing a generator if power is lost. Ms. Gow replied that the House of Worship is planning to have their own generator onsite.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	10.A.
Section	SECOND READING OF ORDINANCES	Category	Second Reading of Ordinances
Subject	Fiscal Year 2024-2025 Budget Amendments (Second Reading)		
Recommended Action	Staff recommends approval of the amendments to the FY 2024-2025 annual budget.		
Strategic Goal	Governance - Other		
Department Staff Contact	Finance Kelly McGuire, Finance Director		

Summary

Request to amend the Fiscal Year (FY) 2024-2025 budget by \$33,667,643 with a final budget amount of \$165,644,511. The net budget amount is \$137,623,035 and represents the budget amount without duplicate entries (transfers and departmental charges required by Generally Accepted Accounting Principles GAAP) required to comply with state budget requirements (such as transfers among funds).

The attachment provides details regarding the proposed amendment of the FY 2024-25 budget. A summary of the amendments is as follows:

Description	Amount
Project budgets reappropriated from FY 2023-24	\$14,669,468
Emergency & Unanticipated Repairs (primarily related to Hurricane Milton)	\$6,198,345
Contract Settlement (Solid Waste Hauler)	\$1,000,000
Water & Wastewater Bond Projects	\$11,749,830
Police Premium Taxes received above budgeted amount	\$50,000

Financial Impact

The amendments will increase the budget to \$165,644,511.

Citizen Impact

The budget amendments are required to comply with local and state budgetary requirements.

Attachments

1. 25-33 Budget Amendments (P25-0133G)
2. Attachment A Amendments
3. Budget Amendment
4. Business Impact Statement Budget Amendments

ORDINANCE NO. 2025-33

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); FINANCING DEBT SERVICE FUND (205); BEACHFRONT PARK BOND FUND (220); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BOND FUND (446); SOLID WASTE FUND (460) AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to amend the annual budget for Fiscal Year 2024-2025 by amending the General Fund (001); Downtown Redevelopment Trust Fund (104); Stormwater Utility Fund (107); Airport Fund (108); Economic Development Fund (110); Pension Contribution Pass Through Fund (113); Financing Debt Service Fund (205); Beachfront Park Bond Fund (220); Capital Improvements Fund (301); Equipment Renewal & Replacement Fund (302); Public Safety Vehicle & Equipment Fund (305); Transportation Improvements Fund (308); Facilities Renewal & Replacement Fund (317); Water and Wastewater Fund (401); Vehicle Replacement Fund (408); Renewal & Replacement Fund (409); Water System Impact Fee Fund (434); Wastewater System Impact Fee Fund (435); 2024 Water & Wastewater Bond Fund (446);

Solid Waste Fund (460) and the General Liability Fund (504); as more particularly set forth on the Attachment “A” attached hereto and incorporated herein by reference, now therefore,

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

SECTION ONE. The City Commission hereby amends the 2024-2025 Fiscal Year annual budget as set forth on Attachment “A” attached hereto.

SECTION TWO. This Ordinance shall take effect immediately upon second reading.

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

PASSED UPON at the second and final reading of the City Commission, this 18th day of November, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

ALL FUNDS SUMMARY			
Attachment A	Original		Revised
	Budget	Amendments	Budget
Description	FY 2024-25	FY 2024-25	FY 2024-25
General Fund (001)	49,185,112	1,207,163	50,392,275
Special Revenue Funds:			
Downtown Redevelopment Trust Fund (104)	1,822,138	2,524,466	4,346,604
Ormond Crossings Trust Fund (106)	346,798	-	346,798
Stormwater Utility Fund (107)	3,434,247	2,268,990	5,703,237
Airport Fund (108)	369,418	445,500	814,918
Local Law Enforcement Trust Fund (109)	-	-	-
Economic Development Fund (110)	-	2,300,000	2,300,000
State Law Enforcement Trust Fund (112)	-	-	-
Pension Contribution Pass Through Fund (113)	1,300,000	50,000	1,350,000
Recreation Facility Fee Fund (115)	57,225	-	57,225
Total Special Revenue Funds	7,329,826	7,588,956	14,918,782
Debt Service Funds:			
Financing Debt Service Fund (205)	660,000	30,000	690,000
2010 Beachfront Park Bond Fund (220)	346,322	10,000	356,322
Total Debt Service Funds	1,006,322	40,000	1,046,322
Capital Improvement Funds:			
Capital Improvements Fund (301)	4,999,383	209,100	5,208,483
Equipment Renewal & Replacement Fund (302)	407,000	116,200	523,200
Public Safety Vehicle & Equipment Fund (305)	888,000	799,891	1,687,891
Transportation Improvements Fund (308)	2,159,976	267,395	2,427,371
Recreational Impact Fee Fund (310)	100,000	-	100,000
Local Road Impact Fee Fund (316)	50,000	-	50,000
Facilities Renewal & Replacement Fund (317)	879,126	1,150,724	2,029,850
Stormwater Impact Fee Fund (318)	50,000	-	50,000
Leisure Services Capital Fund (322)	954,116	-	954,116
Total Capital Improvement Funds	10,487,601	2,543,310	13,030,911
Water and Wastewater Funds:			
Water and Wastewater Fund (401)	26,307,887	75,000	26,382,887
Vehicle Replacement Fund (408)	850,000	127,000	977,000
Renewal & Replacement Fund (409)	12,346,951	497,095	12,844,046
Water/Wastewater Consolidated Debt Service Fund (414)	4,924,000	-	4,924,000
West Ormond Reuse Impact Fee Fund (433)	-	-	-
Water System Impact Fee Fund (434)	700,000	4,554,000	5,254,000
Wastewater System Impact Fee Fund (435)	675,000	1,430,000	2,105,000
2024 Water & Wastewater Bond Fund (446)	-	11,749,830	11,749,830
Total Water and Wastewater Funds	45,803,838	18,432,925	64,236,763
Solid Waste Fund (460)	13,407,304	3,000,000	16,407,304
Workers Compensation Fund (502)	1,851,612	-	1,851,612
General Liability Fund (504)	2,905,253	855,289	3,760,542
TOTAL BUDGET APPROPRIATION	131,976,868	33,667,643	165,644,511
Less: Interfund Transfers	(17,984,692)	(1,793,610)	(19,778,302)
Fleet Operations (Internal Service Charges)	(1,900,237)	(145,000)	(2,045,237)
Engineering (Internal Service Charges)	(1,329,783)	-	(1,329,783)
Consolidated Insurance Fund (Internal Service Charges)	(4,756,865)	(855,289)	(5,612,154)
TOTAL NET BUDGET	106,005,291	30,873,744	136,879,035

FY 2024-25 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
General Fund				
Revenues				
	Miscellaneous Revenue-Tree Fund	108,000		
	Fund Balance	1,099,163		
		<u>1,207,163</u>		
Expenditures				
	Transfer to Fund 301-Median Landscaping Upgrades		108,000	Reso 2025-72 5/20/25
	Transfer to Fund 317-Magic Forest Playground Milton Repairs		65,000	Reso 2025-65 3/4/25
	Transfer to Fund 317-BPOS-Senior Center Milton Repairs		2,815	
	Transfer to Fund 317-Mold Remediation		10,000	Senior Center Mold
	Transfer to Fund 317-Tennis Courts Milton Repairs		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 (Emergency Repairs)
	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
	Parks Repairs-Hurricane Milton		78,348	
	Transfer to Fund 305-Public Safety Vehicle Fund		105,000	Vehicles for new fire positions (2)
	Public Safety Vehicle Repairs		140,000	
			<u>1,207,163</u>	
CRA				
Revenues				
	Use of Fund Balance	2,524,466		
		<u>2,524,466</u>		
Expenditures				
	Cassen Park Construction		2,524,466	Reso. 2024-207 12/3/24 & 2025-45 2/4/25 & Geotech Work Auth
			<u>2,524,466</u>	
Stormwater				
Revenues				
	Use of Fund Balance	2,268,990		
		<u>2,268,990</u>		
Expenditures				
	Rio Storm Drain Pipe		134,000	Reso 2025-43 1/21/25
	OBSC Drainage		870,185	Reso 2025-115 7/22/25
	Fleming Avenue Stormwater Improvements		1,264,805	Reso 2025-56 2/18/25 & Reso 2024-49 3/19/24
			<u>2,268,990</u>	
Airport				
Revenues				
	Use of Fund Balance	127,800		
	FAA	148,500		
	FDOT	169,200		
		<u>445,500</u>		
Expenditures				
	Civil Air Patrol Building Utilities		24,000	
	Rehab Taxiway Bravo Apron		165,000	Reso 2024-140 9/4/24
	Airport Access Infrastructure		120,000	Reso 2024-69 6/4/24
	Access Gates		136,500	Reso 2025-58 2/18/25
			<u>445,500</u>	
Economic Development Fund				
Revenues				
	State of Florida	1,623,426		
	FDOT	615,815		
	Use of Fund Balance	60,759		
		<u>2,300,000</u>		
Expenditures				
	Business Park Drive Phase II Construction		2,300,000	Reso 2024-44 3/19/24
			<u>2,300,000</u>	

FY 2024-25 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
Pension Pass Thru				
Revenues				
	State Premium Tax	50,000		
		<u>50,000</u>		
Expenditures				
	Police Premium Tax		50,000	
			<u>50,000</u>	
Debt Service Fund				
Revenues				
	Use of Fund Balance	30,000		
		<u>30,000</u>		
Expenditures				
	General Government Debt Interest		30,000	
			<u>30,000</u>	
2010 General Obligation Bond				
Revenues				
	Use of Fund Balance	10,000		
		<u>10,000</u>		
Expenditures				
	General Government Debt Interest		10,000	
			<u>10,000</u>	
General Capital Improvements				
Revenues				
	Use of Fund Balance	40,305		
	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)		
		<u>209,100</u>		
Expenditures				
	Median Landscaping Upgrades		108,000	Reso 2025-72 5/20/25
	Division Avenue North Sidewalk		56,100	Reso 2025-106 7/22/25
	Building Inspection Furnishings		45,000	
			<u>209,100</u>	

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 Opiod Grant		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	267,395		
		<u>267,395</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		195,000	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>267,395</u>	
Facilities R&R				
Revenues				
	Use of Fund Balance	309,459		
	Transfer from General Fund	217,815		
	Transfer from Fund 504-General Liability Fund	556,000		
	FEMA	67,450		
		<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>	
WWW Operating				
Revenues				

FY 2024-25 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Commission Action</u>
	Use of Fund Balance	75,000		
		<u>75,000</u>		
Expenditures				
	PEP Tanks		75,000	
			<u>75,000</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	497,095		
		<u>497,095</u>		
Expenditures				
	Williamson Underground		497,095	RESO#2024-183
			<u>497,095</u>	
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	1,430,000		
		<u>1,430,000</u>		
Expenditures				
	Riverside Drive Force Main Replacement		990,000	Reso. 2025-54 2/18/25
	Halifax River Forcemain Crossing		440,000	Reso. 2024-164
			<u>1,430,000</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>	
Solid Waste				
Revenues				
	Fund Balance	1,000,000		
	FEMA	2,000,000		
		<u>3,000,000</u>		
Expenditures				
	Storm Debris Removal Milton		2,000,000	
	Contract Settlement and Renegotiation		1,000,000	Reso. 2025-43 1/21/25
			<u>3,000,000</u>	
General Liability				
Revenues				
	Fund Balance	261,289		
	Reimbursement by Insurance	594,000		
		<u>855,289</u>		
Expenditures				
	Transfer to Fund 408-Water & Wastewater Vehicle Fund		38,000	Vehicle damaged by fallen tree
	Transfer to Fund 317-Facilities R&R		556,000	Tennis Courts
	Lease Agreement for relocation of Legal Department		100,510	Reso. 2025-43 1/21/25
	Prism Specialties for document restoration and digitization of files from the Ames Hc		99,779	Reso. 2025-43 1/21/25
	Transfer to Fund 305-Public Safety Vehicle Fund		61,000	
			<u>855,289</u>	
		<u>33,667,643</u>	<u>33,667,643</u>	
		<u>165,644,511</u>	<u>165,644,511</u>	



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

Ordinance No. 2025-33

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); FINANCING DEBT SERVICE FUND (205); BEACHFRONT PARK BOND FUND (220); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BOND FUND (446); SOLID WASTE FUND (460) AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

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

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

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

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

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

None

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

None

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

None

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

Not applicable

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

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



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	November 18, 2025	Item No	10.B.
Section	SECOND READING OF ORDINANCES	Category	Second Reading of Ordinances
Subject	General Employees' Pension Ordinance Amendment (Second Reading)		
Recommended Action	The General Employees' Pension board reviewed the ordinance and unanimously recommends approval.		
Strategic Goal	Governance - Attract, develop, and support the best talent for Ormond Beach to be recognized as an Employer of Choice.		
Department Staff Contact	Finance Kelly McGuire, Finance Director		

Summary

The ordinance amendment establishes a defined pension benefit for full-time general employees hired on or after December 19, 2012, who formerly received a defined contribution 401a plan with a 9% City contribution. This change is consistent with the National Association of Government Employees Collective Bargaining Agreement presented as part of the consent agenda. However, the pension change will impact all general employees including non-bargaining professional and management staff.

The defined pension benefit is equal to 2.25% of the employees' final average compensation for each year of service beginning October 1, 2025.

Participation in the pension program requires a mandatory 4% employee contribution.

Financial Impact

Funding to implement the ordinance amendment is included in the FY 2025-26 budget. The cost is \$270,000 annually.

Citizen Impact

The ordinance amendment will assist the City in the recruitment and retention of skilled employees.

Attachments

1. 25-34 General Employees' Pension P25-0149G - Finance
2. Business Impact Statement Pension Ordinance

ORDINANCE NO. 2025-34

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, FURTHER AMENDING ARTICLE I, GENERAL EMPLOYEES' PENSION PLAN, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-9, VESTING; PROVIDING FOR A BENEFIT MULTIPLIER FOR CREDITED SERVICE EARNED ON OR AFTER OCTOBER 1, 2025, FOR MEMBERS HIRED ON OR AFTER DECEMBER 19, 2012; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the bargaining representative for the general employees have agreed to increase the benefit multiplier for credited service earned on or after October 1, 2025, for members hired on or after December 19, 2012; and

WHEREAS, an amendment to the City's code of ordinances is required to provide for the changes agreed to by the bargaining parties; and

WHEREAS, the trustees of the City of Ormond Beach General Employees' Pension Plan have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Fund, and

WHEREAS, the City Commission has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Commission deems it to be in the public interest to provide this change to the Pension Plan for its General Employees; now therefore,

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

SECTION ONE. Section 16-6, Benefit amounts and Eligibility, of Article I, General Employees' Pension Plan, of Chapter 16, Pensions and Retirement, of the City of Ormond Beach,

Florida, *Code of Ordinances*, is hereby further amended by amending section (b), *Normal retirement benefit*, to read as follows:

Sec. 16-6. Benefit amounts and eligibility.

- (a) *Normal retirement age and date.* A member's normal retirement age is the attainment of age 62 and the completion of five years of credited service or attainment of at least age 55 with a number of years of credited service when combined with age equals 85 years. Each member shall become 100 percent vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.
- (b) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month next following his retirement and be continued thereafter during the member's lifetime, ceasing upon death, except as otherwise provided in Section 16-10. For Members hired prior to December 19, 2012, the monthly retirement benefit shall be equal to 2.5 percent of a~~Average monthly compensation, for each year of times their~~Credited service. Effective October 1, 2025, for Members hired on or after December 19, 2012, the monthly retirement benefit shall be equal to 2.25 percent of their Average monthly compensation multiplied by their Credited service earned on or after October 1, 2025. Benefits shall be paid in arrears on the last day of the month.

[...]

SECTION TWO. Section 16-9, Vesting, of Article I, General Employees' Pension Plan, of Chapter 16, Pensions and Retirement, of the City of Ormond Beach, Florida, *Code of Ordinances*, is hereby further amended by adding subsection (3) to read as follows:

Sec. 16-9. - Vesting.

If a member terminates his employment with the city, either voluntarily or by discharge, and is not eligible for any other benefits under this system, the member shall be entitled to the following:

[...]

- (3) Effective October 1, 2025, all Members hired on or after December 19, 2012, shall be entitled to include all prior years of Credited service accrued as of such date for vesting and benefit eligibility purposes only. Notwithstanding, all such periods of Credited service accrued as of October 1, 2025, shall not be included for benefit calculation purposes and such Members' benefits shall be calculated in accordance with Sec. 16-6(b) herein.

SECTION THREE. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION FOUR. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION FIVE. That this Ordinance shall be effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

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

PASSED UPON at the second and final reading of the City Commission, this 18th day of November, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

Ordinance No. 2025-34

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, FURTHER AMENDING ARTICLE I, GENERAL EMPLOYEES' PENSION PLAN, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-9, VESTING; PROVIDING FOR A BENEFIT MULTIPLIER FOR CREDITED SERVICE EARNED ON OR AFTER OCTOBER 1, 2025, FOR MEMBERS HIRED ON OR AFTER DECEMBER 19, 2012; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

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- 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.

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