City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

February 3, 2026, 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. Sergeant Ray Llanes

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

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - January 20, 2026

7. CONSENT AGENDA

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

A. Bid Award - Tow Related Services

RESOLUTION NO. 2026-10: A RESOLUTION ACCEPTING A PROPOSAL AND APPROVING THE EXECUTION OF A CONTRACT WITH J & A BALBOA ENTERPRISES, INC. D/B/A ARROW SERVICE & TOWING FOR TOWING RELATED SERVICES, UNDER RFP 2026-01; AND SETTING FORTH AN EFFECTIVE DATE.

B. Mutual Aid Agreement - FDLE, Child Abduction Response Team

RESOLUTION NO. 2026-11: A RESOLUTION AUTHORIZING THE EXECUTION OF A VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

C. Collective Bargaining Agreement, International Association of Fire Fighters (IAFF), Local 3499

RESOLUTION NO. 2026-13: A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (I.A.F.F.) LOCAL 3499; AND SETTING FORTH AN EFFECTIVE DATE.

D. Collective Bargaining Agreement, International Union of Police Associations (IUPA), Local 6075

RESOLUTION NO. 2026-14: A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS (I.U.P.A.) LOCAL #6075; AND SETTING FORTH AN EFFECTIVE DATE.

E. **Disposition Item:** Auto Renew - American Janitorial, Inc.

F. **Disposition Item:** Intent To Bid - Service Line Inventory

G. **Disposition Item:** RFP - Employee Benefits Broker Of Record Services

8. PUBLIC HEARINGS

A. Tomoka Commerce Park, Planned Business Development Amendment, Issuance of a Development Order (Second Reading)

ORDINANCE NO. 2026-01: AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 890 NORTH U.S. HIGHWAY 1, TO BE KNOWN AS THE “TOMOKA COMMERCE PARK”; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY FOR A MIXTURE OF COMMERCIAL, WAREHOUSE, AND LIGHT INDUSTRIAL USES; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

B. Land Development Code Amendment, Live Local Act 2025 Update (Second Reading)

ORDINANCE NO. 2026-02: AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-39, AFFORDABLE HOUSING, OF THE ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE THE SECTION BASED ON SENATE BILL 1730 FOR EXPANDED APPLICABILITY TO PLANNED DEVELOPMENTS PERMITTED IN AREAS ZONED FOR COMMERCIAL, INDUSTRIAL, OR MIXED-USE AND PARKING REQUIREMENT REDUCTIONS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

9. RESOLUTIONS

A. Municipal Firefighters' Pension Trust Fund Board of Trustees Appointment

RESOLUTION NO. 2026-15: A RESOLUTION APPOINTING A TRUSTEE TO SERVE ON THE FIREFIGHTERS' PENSION TRUST FUND BOARD; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

B. Planning Board Appointment

RESOLUTION NO. 2026-16: A RESOLUTION APPOINTING A MEMBER TO THE PLANNING BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Website Address – www.ormondbeach.org

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

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-610-0400

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

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-610-0400 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

January 20, 2026, 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, and Kristin Deaton, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Managers Claire Whitley, and City Clerk Susan Dauderis.

Mayor Leslie announced Commissioner Briley was out of town and would not be in attendance.

2. INVOCATION

Deacon Bill Ferrarone, Saint Brendan Catholic Church, provided the invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Leslie led the Pledge of Allegiance.

4. PRESENTATIONS AND PROCLAMATIONS

A. HOme for the HOlidays Parade Award Winners

Mr. Brian Daly, HOme for the HOlidays Parade Chairman, thanked the sponsors, parade judges, parade board members, and city staff. He announced the winners of the Walkers Division: Encore Baton, Seabreeze Marching 100+, and Tomoka Elementary School; winners of the Vehicles Division: Iron Horse Saloon, Volusia VDubs, and Cunningham Oil; and winners of the Floats Division: Salty Church, Adams, Cameron & Co., Realtors, and Ormond Beach Elementary School. He presented the Dilys Harris Best of Show award to Abaco Windows.

Ms. Becky Parker, Executive Director of Ormond Beach MainStreet, thanked staff for their work on the parade and highlighted what the parade meant to many residents. She presented the Ormond Beach MainStreet Ryke Hundredmark President Cup to Daytona Beverages.

B. Daytona Beverages

Mayor Leslie presented a proclamation to Daytona Beverages in honor of their contributions of the Budweiser Clydesdales to the HOme for the HOlidays Parade.

C. Human Trafficking Awareness Month

Mayor Leslie presented a proclamation to Ormond Beach Victims Advocate Courtney Fraine, declaring January 2026 as Human Trafficking Awareness Month, and urged all to take efforts in ending human trafficking.

D. National Law Enforcement Appreciation Day

Mayor Leslie presented a proclamation to the Ormond Beach Police Department with a proclamation declaring January 9, 2026 as National Law Enforcement Appreciation Day and encouraged residents to show their appreciation for law enforcement officers.

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

Mr. Clair Atwell, 49 Ormond Boulevard, discussed his experience regarding his claim against the city and requested assistance to resolve it.

Mr. Bruce Baker, 1701 North US Highway 1, voiced concerns regarding an event at the Harley-Davidson complex, specifically a noise issue during a competition. He requested staff look into the event and stated he had signatures from 95 people wanting to end the competition.

Mayor Leslie stated someone would follow up with Mr. Baker.

Mr. David Juhl, 2040 Toni Street, discussed a recent social media post made by the city and the possibility of pollution at the Ormond Beach airport and sports complex. He provided quotes from reports and requested testing be completed to confirm there was no contamination.

Mayor Leslie inquired if the documentation was sent out; whereby, Mr. Finley stated he shared documentation with Mr. Juhl regarding the Brownfields and noted the city followed all permitting requirements.

Mr. Anthony Conforti, 100 East Granada Boulevard, requested the Commission consider reopening his request from 2025 and discussed legal actions he was prepared to take to reopen it.

Commissioner Sargent inquired if there was a timeframe to allow for the item to be reopened; whereby, Mr. Randy Hayes, City Attorney, stated an appeal should be filed within 30 days immediately following the Commission's decision.

Mr. Conforti discussed the legal definition of tattooing.

Ms. Jennifer Bright, PO Box 62, requested the Commission vote no on Item 7A expressing concerns regarding the Florida League of Cities priorities and the

Commission's travel approved at the December 16, 2025 City Commission meeting.

Ms. Amber Bobak, 397 Collins Street, discussed a proposed Circle K gas station along Nova Road and requests she made of the developer to benefit the neighbors and city.

Ms. Suzanne Scheiber, 548 Sandy Oaks Boulevard, stated she was representing Dream Green Volusia. She discussed the potential impacts of Senate Bill 718 regarding water quality, the city's current water programs, and recent discussions and votes by the City Commission on water use and quality. She urged the Commission to take action and schedule a workshop to discuss water holistically.

Ms. Marsha Blew, no address provided, requested a National Environmental Policy Act (NEPA) study to be conducted at the Ormond Beach Municipal Airport. She discussed funding sources for the airport's obstruction mitigation and missed funding opportunities.

6. APPROVAL OF MINUTES

Mayor Leslie advised the minutes from the December 16, 2025, City Commission meeting and December 23, 2025, City Commission special 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.

A. Minutes from City Commission meeting - December 16, 2025

Commissioner Sargent moved, seconded by Commissioner Deaton, for approval of the December 16, 2025, City Commission meeting minutes.

Motion passed by voice vote.

B. Minutes from City Commission special meeting - December 23, 2025

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of the December 23, 2025, City Commission special 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 Deaton, for approval of the Consent Agenda.

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

Commissioner Sargent and Commissioner Deaton withdrew their motion and second.

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

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

A. 2026 Florida League of Cities Legislative Platform

RESOLUTION NO. 2026-01: A RESOLUTION URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2026 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM; AND SETTING FORTH AN EFFECTIVE DATE.

C. Bid Award - Andy Romano Beachfront Park Seawall & ADA Ramp Reconstruction

RESOLUTION NO. 2026-03: A RESOLUTION ACCEPTING A BID FROM CONSTRUCT CO., INC. FOR CONSTRUCTION SERVICES REGARDING THE ANDY ROMANO BEACHFRONT PARK SEAWALL & ADA RAMP RECONSTRUCTION PROJECT, UNDER BID NO. 2025-03; AUTHORIZING THE EXECUTION OF A CONTRACT; AUTHORIZING PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

D. Bid Award - Orchard Lane Stormwater Drainage Improvements

RESOLUTION NO. 2026-04: A RESOLUTION ACCEPTING A BID FROM NELSON CONSTRUCTION COMPANY, LLC FOR CONSTRUCTION SERVICES REGARDING THE ORCHARD LANE STORMWATER DRAINAGE IMPROVMENTS PROJECT, UNDER BID NO. 2026-06; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

E. Work Authorization - Utility Master Plan Update

RESOLUTION NO. 2026-05: A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC. TO PROVIDE ENGINEERING SERVICES REGARDING THE UTILITY MASTER PLAN UPDATE PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

F. JPA with Volusia Co. Fleming Avenue Stormwater Pump Station and Forcemain Project

RESOLUTION NO. 2026-06: A RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT WITH THE COUNTY OF VOLUSIA REGARDING THE FLEMING AVENUE PUMP STATION AND FORCEMAIN PROJECT; AND SETTING FORTH AN EFFECTIVE DATE.

G. Additional Work CDBG Central Park Trail Project

RESOLUTION NO. 2026-07: A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE (1) TO THAT CONTRACT AWARDED TO PAUL CULVER CONSTRUCTION, INC. REGARDING THE CENTRAL PARK TRAIL PROJECT, BY INCREASING THE CONTRACT PRICE BY $17,876.21; AND SETTING FORTH AN EFFECTIVE DATE.

H. Ormond Beach Youth Football and Cheerleading Association Lease Agreement, Second Amendment

RESOLUTION NO. 2026-08: A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY AND ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION, INC. REGARDING THE USE OF CERTAIN CITY FACILITIES FOR THE PROVISION AND OPERATION OF A YEAR-ROUND ATHLETIC PROGRAM; AND SETTING FORTH AN EFFECTIVE DATE.

I. **Disposition Item:** Auto Renewal - Golden Eagle Associates, Inc., Andy Romano Beachfront Park Concessions

J. **Disposition Item:** Auto Renew - Ormond Beach Historical Society, Inc.

K. **Disposition Item:** Auto Renewal - Sports Agreement

L. **Disposition Item:** Auto Renewal - The Fish Tank Aquarium Maintenance

M. **Disposition Item:** Intent To Bid - 2026 Storm And Sewer Pipe Lining

N. **Disposition Item:** Intent To Bid - A1A Utility Relocations Phase 2

O. **Disposition Item:** Intent To Bid - RFQ Data Center Infrastructure Upgrades

P. **Disposition Item:** Continued Support For Regrow Volusia

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

B. Settlement and Release of Claims - East Coast Marine Construction & Design, Andy Romano Beachfront Park Seawall Repair

RESOLUTION NO. 2026-2: A RESOLUTION APPROVING TERMINATION OF A CONTRACT WITH EAST COAST MARINE CONSTRUCTION & DESIGN, INC. REGARDING CONSTRUCTION OF THE SEAWALL AND ADA RAMP RECONSTRUCTION AT THE ANDY ROMANO BEACHFRONT PARK; AUTHORIZING THE EXECUTION OF A SETTLEMENT AND RELEASE OF CLAIMS AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Tolland moved, seconded by Commissioner Deaton, for approval of Resolution No. 2026-02, as read by title only.

Mayor Leslie inquired about the work completed and payment made to the vendor; whereby, Mr. Alex Schumann, Utilities Manager, reviewed the work. Mayor Leslie questioned whether any work completed could reduce the price for the next vendor taking over; whereby, Mr. Schumann explained the new vendor indicated no materials could be utilized and all permitting completed would need to be redone. Mayor Leslie inquired what caused the termination of the contract; whereby, Mr. Schumann explained the vendor misunderstood the scope of the work and submitted a large change order request which was higher than other bids initially received. Mayor Leslie inquired how frequent similar issues occurred; whereby, Mr. Schumann stated it was very rare.

Commissioner Sargent inquired if the bid documents could be written more clearly; whereby, Mr. Schumann stated there were sections that could be clearer. Commissioner Sargent suggested looking into the bid process and other bid platforms; whereby, Mr.

Shawn Finley, Assistant City Manager, clarified it was not an issue with the bidding process, but a misunderstanding from the vendor.

Mr. Finley explained staff typically did not accept large change orders, noting the change order request was for items laid out in the bid document.

Mayor Leslie inquired when the bid documents were being reviewed if there were any concerns about the price differences; whereby, Mr. Finley stated there was not a big fluctuation and the prices were very competitive. Mayor Leslie asked if there was work completed on the property; whereby, Mr. Finley stated some work was done, but not with staff approval, noting the project manager noticed the issues and brought it to staff's attention.

Commissioner Tolland questioned how to prevent similar issues in the future; whereby, Mr. Finley stated staff and the consultants would be more thorough with expectations during the pre-bid meetings with the potential bidders.

Mayor Leslie inquired if Mr. Finley had seen similar issues arise; whereby, Mr. Finley stated he did not recall terminating a bid contract during his time with the city.

Commissioner Tolland suggested further onsite oversight of vendors.

Commissioner Sargent encouraged staff to look into the bond required by the contractor; whereby, Mr. Finley stated Deputy City Attorney, Ann-Margret Emery, recommended against it as the cost to the city could be higher if pursued.

Mayor Leslie stated he did not support paying a vendor if the job was not completed.

Commissioner Tolland inquired how the settlement amount was reached; whereby, Mr. Finley stated the funds were previously paid for the initial costs incurred. She questioned if the permits could transfer to the new vendor to save costs; whereby, Mr. Finley stated the permits were vendor specific and would not carry over.

Commissioner Deaton asked what would happen if the settlement was denied by the Commission and the city looked to collect the payment back, and questioned if it could cost the city more than what would be repaid; whereby, Mr. Finley stated it was a possibility.

Mr. Hayes clarified the settlement equated to work which was performed by the vendor and provided further details on the claim.

Commissioner Deaton inquired about potential litigation; whereby, Mr. Finley stated the main concern was the delay of the project.

Mr. Finley noted Item 7C was accepting the bid from the next lowest bidder for the project.

Commissioner Tolland expressed the importance of completing the project in a timely manner; whereby, Mayor Leslie agreed noting the future projects including paid parking once completed.

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

There were no further comments on the Consent Agenda.

8. PUBLIC HEARINGS

Mayor Leslie opened the Public Hearings.

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

A. 1561 North U.S. Highway 1, Advent Health Off-Site Emergency Department, Zoning Map Amendment (SECOND READING)

ORDINANCE NO. 2025-39: AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE (1) PARCEL OF REAL PROPERTY TOTALING 2.47± ACRES LOCATED AT 1561 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3136-01-17-0010) FROM B-7, HIGHWAY TOURIST COMMERCIAL TO PBD, PLANNED BUSINESS DEVELOPMENT; AUTHORIZING A REVISION OF THE OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2025-39, on second reading, as read by title only.

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

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

B. 1561 North U.S. Highway 1, Advent Health Off-Site Emergency Department, Issuance of a Development Order (SECOND READING)

ORDINANCE NO. 2025-40: AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 1561 NORTH U.S. HIGHWAY 1, TO BE KNOWN AS THE “ADVENT HEALTH OFF-SITE EMERGENCY DEPARTMENT”; AUTHORIZING THE REDEVELOPMENT OF THE PROPERTY FOR A MEDICAL USE; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2025-40, on second reading, as read by title only.

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

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

C. Land Development Code Amendment, Home Occupations (SECOND READING)

ORDINANCE NO. 2025-41: 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* AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (T) HOME OCCUPATIONS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO UPDATE THE REGULATIONS FOR HOME OCCUPATIONS BASED UPON SECTION 559.955, FLORIDA STATUTES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Deaton, for approval of Ordinance No. 2025-41, on second reading, as read by title only.

Commissioner Tolland inquired if work vehicles were effected by the amendment; whereby, Mr. Steven Spraker, Planning Director, explained work vehicles would fall under the same guidelines as in the past, noting if there were violations, action could be taken per the city's code.

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

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

D. Tomoka Commerce Park, Planned Business Development Amendment, Issuance of a Development Order

ORDINANCE NO. 2026-01: AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 890 NORTH U.S. HIGHWAY 1, TO BE KNOWN AS THE “TOMOKA COMMERCE PARK”; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY FOR A MIXTURE OF COMMERCIAL, WAREHOUSE, AND LIGHT INDUSTRIAL USES; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Deaton moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2026-01, on first reading, as read by title only.

Mr. Spraker discussed the item including zoning, prior applications and zoning approvals, site plan, potential uses, greenbelt buffer, wetland impacts, traffic impact analysis, stormwater plans, and a historic tree removal request. He reviewed the approval process, public meetings, and comments made by the Site Plan Review Committee.

Mr. Patrick Opalewski, 647 North Beach Street, voiced support of the project, noting the need was there for the project by businesses within the community.

Mr. Jim Cameron, 39 Laurel Oaks Circle, expressed support of the project, location, potential revenue, and the applicant. He stated he did not believe flooding would be an issue at the location.

Mr. Parker Mynchenberg, applicant, discussed the project, potential uses, and approved permits.

Commissioner Sargent reviewed the landscaping including the buffer along the back of the property.

Mayor Leslie inquired about prior project approvals for the property; whereby, Mr. Spraker stated it was approved for commercial and warehouse uses. Mayor Leslie clarified if the applicant wanted to move forward the B-8 uses he would not need Commission approval; whereby, Mr. Spraker indicated that was correct and presented a list of permitted and conditional uses within the B-8 zoning.

Commissioner Deaton expressed concerns regarding the sexually oriented businesses within the B-8 zoning list of permitted uses, reiterating it would not require Commission approval. She inquired about the applicant's intended use if the Commission denied the development order; whereby, Mr. Mynchenberg explained it would be a market-driven decision based on business interest in any permitted B-8 uses. Commissioner Deaton voiced opposition to the potential B-8 zoning uses.

Commissioner Tolland discussed the importance of the US Highway 1 corridor. She discussed meetings she attended and disclosed she met with the applicant regarding the project. She reviewed highlights from the project including the landscaping and wetland impact.

Commissioner Sargent disclosed he toured the property with the applicant. He inquired if any Commissioners received emails or phone calls regarding the project; whereby, Mayor Leslie stated he received a few emails and Commissioner Tolland stated she did not receive any emails or phone calls. Commissioner Sargent stated he received no emails or phone calls for or against the project. He discussed the comments previously received at other boards and through social media.

Commissioner Deaton disclosed she toured the property and discussed the potential to alleviate traffic along Granada Boulevard if the project was approved.

Commissioner Sargent requested Mr. Mynchenberg speak on the traffic for the project;

whereby, Mr. Mychenberg stated the goal was to keep traffic off Interstate 95, Granada Boulevard, and LPGA Boulevard. Commmissioner Sargent inquired if a Publix was planned for the area; whereby, Mr. Mychenberg explained the decision-making process for Publix, noting it was his hope for a Publix or Trader Joe's.

Mayor Leslie discussed the positive aspects the project would bring to the community and prior commercial developments within the city.

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

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

E. Land Development Code Amendment, Live Local Act 2025 Update

ORDINANCE NO. 2026-02: AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-39, AFFORDABLE HOUSING, OF THE ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE THE SECTION BASED ON SENATE BILL 1730 FOR EXPANDED APPLICABILITY TO PLANNED DEVELOPMENTS PERMITTED IN AREAS ZONED FOR COMMERCIAL, INDUSTRIAL, OR MIXED-USE AND PARKING REQUIREMENT REDUCTIONS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Deaton, for approval of Ordinance No. 2026-02, on first reading, as read by title only.

Mr. Spraker reviewed the amendment based on Senate Bill 1730, noting the Planning Board recommended approval.

Commissioner Tolland inquired if there was anything the Commission could do proactively to avoid some of the over-reach situations from the state; whereby, Mr. Spraker stated it was a broad request and should be for the lobbyist and state legislature, noting the item presented was to allow the city to be aligned with the state requirements.

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

Mayor Leslie closed the Public Hearings.

9. RESOLUTIONS

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

A. Lien Approval for Demolition, 446 Bryant Street

RESOLUTION NO. 2026-09: A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 446 BRYANT STREET, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4242-11-04-0380) FOR COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Tolland moved, seconded by Commissioner Deaton, for approval of Resolution No. 2026-09, as read by title only.

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

10. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, and Requests

Ms. Joyce Shanahan, City Manager, addressed the comments made by Mr. Atwell noting staff requested further medical documentation from him before they would approve a higher payment. She provided details on upcoming meetings, workshops, events, and city projects.

Commissioner Tolland inquired if Mr. Baker's comments were regarding an event outside of city limits; whereby, Mr. Finley stated Mr. Baker lived outside of city limits but the event was within city limits and staff would look into the noise complaint.

Commissioner Sargent inquired if the pond was stocked before the Reel in the Fun fishing tournament; whereby, Ms. Shanahan believed it was.

Mayor Leslie inquired about House Bill 718; whereby, Mr. Hayes stated he would need to look into the bill. Mayor Leslie requested an update on the bill at the February 3, 2026, Commission meeting.

Commissioner Deaton discussed events she attended.

Commissioner Tolland reviewed events and provided updates from meetings she attended. She requested Mr. Finley provide updates on the city's Transform386 projects, water quality, and consumptive uses. She discussed issues regarding Brazilian Pepper eradication and inquired about additional funding to assist with the eradication; whereby, Mr. Finley indicated he would collect the information regarding the annually budgeted funds set aside for the eradication. She questioned about the use of pesticides within Cassen Park, noting the native plants should not require the use of pesticides. She discussed the resignation of Mr. Michael Scudiero from the Municipal Firefighters' Pension Trust Fund Board of Trustees and Planning Board and requested recognition of his service; whereby, Mayor Leslie stated staff could review and report back.

Commissioner Deaton inquired if a reason was required when board members resigned; whereby, Mayor Leslie stated he did not believe a reason was needed.

Commissioner Sargent requested an update on Fortunato Park; whereby, Mr. Finley stated design was underway and permits were anticipated to be received later in the summer of 2026. Commissioner Sargent discussed the importance of finishing the work at Fortunato Park. He stated he received positive feedback on the updated website and requested an interactive map for residents to report concerns to the appropriate entity. He discussed residents' desire for video live-streaming of meetings and requested staff look into how other municipalities were accomplishing it. He discussed events attended and encouraged residents to watch the state legislature bills discussions online.

Mayor Leslie discussed events he attended and thanked staff for their hard work. He stated the importance of being nice individuals and noted the need for professionalism from all advisory board members.

11. ADJOURNMENT

Mayor Leslie adjourned the meeting at 9:14 PM.

APPROVED: February 3, 2026

BY: _____
Jason Leslie, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	February 3, 2026	**Item No**	7.A.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Bid Award - Tow Related Services		
Recommended Action	Staff recommends approval of the contract for tow related services to Arrow Service & Towing with an effective date of 1/21/26.		
Strategic Goal	Public Safety - Other		
Department Staff Contact	Police Department Jesse Godfrey, Police Chief		

Summary

This is a notice of staff's intent to award a two-year contract for towing and wrecker services to Arrow Service & Towing. The City does not operate or conduct its own towing service for disabled vehicles. Therefore, it is necessary to contract for this service from outside entities. The City's current contract for towing and wrecking services with Universal Towing (since 2021) expired on January 19, 2026.

On December 22, 2025, an evaluation committee comprised of Captain Chris Roos, Lieutenant John Borzner, and Fleet Manager Chris Jarrell selected Arrow Services & Towing as the City's single provider for Tow Related Services. Utilizing a single towing company to perform these services has been both efficient and reliable and is the preferred method of contracting for tow services moving forward. Categories within this contract include:

- Category I: Emergency Towing Services, which includes services associated with the seizures of vehicles, removal of vehicles from accident scenes, removal and transportation of illegally parked vehicles, and removal of disabled emergency vehicles operated by the City's Police and Fire Departments; 95% of these service calls must be responded to within 20 minutes, with the remainder of calls having a response time of less than 30 minutes.
- Category II: Non-Emergency Towing Services, which includes the removal and transporting of vehicles owned or leased by the City; 50% of these service calls must be responded to within one-hour, with the remainder of calls having a response time of less than 2 hours.

In consideration of the performance of these services, including its participation in a Call Allocation System, the towing company shall at no charge to the City provide for the emergency removal and transportation of all classes of vehicles operated by the City's Police and Fire Departments, unlimited free tows of Class "A" vehicles owned/leased by the City, and jump start and change the flat tires of any Class "A" City vehicles.

Financial Impact

There is no budget impact associated with this contract. The City benefits by the vendor providing towing and storage services at no cost to the City.

Citizen Impact

Utilizing a tow contract allows the Police Department to respond to incidents involving motor vehicles more effectively and efficiently. The on-call wrecker service provides professional and immediate response in times of need and is a valuable asset.

Attachments

1. 26-10 Towing Services-Arrow (P26-0001G)
2. Arrow Service & Towing Contract
3. Arrow Proposal
4. signed score summary

RESOLUTION NO. 2026-10

A RESOLUTION ACCEPTING A PROPOSAL AND APPROVING THE EXECUTION OF A CONTRACT WITH J & A BALBOA ENTERPRISES, INC. d/b/a ARROW SERVICE & TOWING FOR TOWING RELATED SERVICES, UNDER RFP 2026-01; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP 2026-01) to provide towing related services for the City ("the Project"), and

WHEREAS, the City's professional staff have reviewed the five proposals received and have negotiated a contract with J & A Balboa Enterprises, Inc. d/b/a Arrow Service & Towing to provide the aforedescribed services (a copy of said proposal is attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing, the City's professional staff recommends that the City Commission accept the proposal of J & A Balboa Enterprises, Inc. d/b/a Arrow Service & Towing to provide towing services for the City, and

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

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with J & A Balboa Enterprises, Inc. d/b/a Arrow Service & Towing to provide towing services for the City, a copy of said contract being attached hereto and incorporated herein by reference. Said contract will be effective retroactively from January 21, 2026.

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

APPROVED AND AUTHENTICATED this 3rd day of February, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

TOWING RELATED SERVICES CONTRACT
(Reference RFP 2026-01)

This Contract is hereby entered into on the ____ day of _____, 2026, by and between the CITY OF ORMOND BEACH, a Florida municipal corporation, hereinafter referred to as "City," and J & A BALBOA ENTERPRISES, INC. d/b/a ARROW SERVICE & TOWING, located at 541 Carswell Avenue, Holly Hill, FL 32117, hereinafter referred to as "Towing Company," in consideration of the mutual covenants, terms, and conditions set forth in this Contract and all Exhibits incorporated by reference herein:

SECTION 1. DEFINITIONS.

(A) *Class "A" vehicle* means a vehicle with a gross vehicle weight of 10,000 pounds or less, including but not limited to cars, light trucks (1-ton and under), motorcycles, and cargo or lawn trailers (with 2- or 4-wheels).

(B) *Class "B" vehicle* means a vehicle with a gross vehicle weight rating from 10,001 pounds up to 33,000 pounds, including but not limited to small dump trucks, step vans, service body vehicles, and construction equipment.

(C) *Class "C" vehicle* means a vehicle with a gross vehicle weight rating from 33,301 pounds up to 80,000 pounds, including but not limited to heavy duty fire apparatus, tandem dump trucks, sewer cleaners, tractor trailers, and construction equipment.

(D) *Nonconsensual towing* means the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, excepting *"trespass towing"* defined below.

(E) *Trespass towing* means the towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by *Sec. 715.07, Florida Statutes*, when that vehicle is parked on private real property.

SECTION 2. VEHICLE CLASSES; SERVICE CATEGORIES; RESPONSE TIMES.

(A) **Category I: Emergency Towing Services**. At the direction of either the City's Police or Fire Chief, or their designees, the Towing Company shall provide for the removal and storage of Class "A", Class "B", and Class "C" vehicles, from public or private property situated within the City, in response to or arising from the following requirements:

(1) The confiscation or seizure of vehicles as authorized by *Chapter 932, Florida Statutes.* Any such vehicle must be towed from the point of seizure to the Ormond Beach Police Department storage compound. Upon request, the Towing Company shall provide the Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by police officers. In the event the Police Department has founded suspicion that any property in, on, or affixed to the vehicle is stolen, and such property may be removed without adversely affecting the operability of the vehicle, the Police Department shall be permitted to effect the removal of the property. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City.

(2) The removal of disabled vehicles from accident scenes, either with consent of the owner/operator; or when the officer-in-charge determines that a vehicle (or vehicles) must be removed from the scene in the interest of public safety without such consent. The Towing Company shall, at no cost to the City, promptly and thoroughly clean

all debris off the public streets, way, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any such accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agents, servants, or employees of the Towing Company. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City.

(3) The removal and transportation of illegally parked vehicles from municipal property or public rights-of-way. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City.

(4) The removal and transportation of disabled emergency vehicles operated by the City's Police and Fire Departments. When authorized and directed by either the City's Police or Fire Chief, or their designees, the Towing Company shall provide for the removal and transportation of all classes of police and fire department vehicles to any point within Volusia County at no charge to the City.

(5) **Response Times.** Services in Category I shall be rendered by the Towing Company upon demand of the Police Chief or designee at any and all times, twenty-four (24) hours a day, seven (7) days a week, including holidays, with a maximum response time of 20-minutes for at least ninety-five (95%) percent of all service calls; and a 30-minute response time for the remaining five (5%) percent of service calls.

(B) **Category II: Non-Emergency Towing Services.** At the direction of the City's Fleet Manager, or designee, the Towing Company shall provide for the removal, transport, and storage of Class "A", Class "B", and Class "C" vehicles, from public or private property situated within the City, in response to or arising from the following requirements:

(1) The removal and transport of vehicles owned or leased by the City to any location within Volusia County. The Towing Company shall provide unlimited free tows (removal and transport) of Class "A" vehicles at no charge to the City during each year of the Contract.

Although infrequent, City vehicles must occasionally be towed to or from Flagler County. Removal and transport of City Class "A" vehicles to or from Flagler County shall be at 50% of the contractor's established rate.

In addition, the Towing Company shall change the flat tires of any City Class "A" vehicles within Volusia County at no charge to the City.

(2) The removal, transport, and storage of abandoned or discarded vehicles arising or resulting from the City's code enforcement activities. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City. The City shall waive any and all salvage rights that may be permitted by law for such vehicles; and shall retain no liens upon them.

(3) **Response Times.** Services in Category II shall be rendered by the Towing Company upon demand of the Fleet Manager, or designee, between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, excepting holidays, within 1-hour of the request for service in at least fifty (50%) percent of all service calls; and a 2-hour response time for the remaining fifty (50%) percent of service calls.

SECTION 3. CONSIDERATION; TOWING OF CITY OWNED OR LEASED VEHICLES.

(A) As consideration for the performance of services under this Contract, including its participation in a Call Allocation System, the Towing Company shall provide

for the emergency removal and transportation of all classes of vehicles operated by the City's Police and Fire Departments, at NO CHARGE as set forth in Sections 2(A)(4), (5), above.

(B) As further consideration for the performance of services under this Contract, including its participation in a Call Allocation System, the Towing Company shall provide unlimited free tows (removal and transport) of Class "A" vehicles owned or leased by the City per contract year at NO CHARGE to the City as set forth in Sections 2(B)(1), (3), above. In addition, the Towing Company shall change the flat tires of any Class "A" vehicles at NO CHARGE to the City as set forth in Sections 2(B)(1), (3).

(C) The provisions of this section shall apply whether or not the Towing Company is or shall become the sole provider of services under this Contract.

SECTION 4. CONTRACT TERM; TERMINATION PROVISIONS; BREACH; REMEDIES.

(A) Contract Term: The initial term of this Contract shall be for a period of two (2) years and may be renewed for three (3) additional 1-year periods upon mutual agreement of the parties.

(B) Termination without cause: Either party may terminate the Contract without cause, at any time by providing written notice of such cancellation at least thirty (30) days prior to the date of cancellation. The parties may mutually agree to waive the thirty (30) day notice requirement.

(C) Termination for cause: The Police Chief or designee(s) is/are authorized to closely monitor the Towing Company's operations and, in the event a factual determination is made by the Police Chief or designee(s) that the Towing Company has breached a material term or condition of this Contract, the Police Chief shall so notify the

Towing Company, in writing, specifically as to the manner and basis upon which said breach is predicated. If within a period of seven (7) days the Towing Company has not remedied the condition(s) considered to constitute said breach, the Police Chief may suspend the Towing Company for up to four (4) towing weeks, with service during such periods of suspension provided by any other available Towing Company in the City, or terminate for cause. The Towing Company may appeal such suspension or termination to the City Manager. The Police Chief shall so notify the City Manager and a hearing shall be set for a date within fifteen (15) days of such notice. At that time, the City Manager shall hear the Towing Company and the City representatives and shall make a determination as to whether or not there has been a breach of the Contract. If the City Manager determines there has been a breach, he/she may take such action thereon as deem appropriate, including without limitation, a suspension for any period of time determined proper under the circumstances, or termination of the Contract. The decision of the City Manager is final. Any lesser remedial action than termination shall not waive the City's right to further remedial action.

(D) In addition to terminating this Contract for cause, the City may recover from the cash or surety bond all administrative costs as provided by this Section.

(E) The City may, if it so elects, pursue any other remedies provided by law for breach of this Contract or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or to the Towing Company is intended to be exclusive of any other right or remedy now or hereafter existing at law or at equity or by statute.

SECTION 5. CALL ALLOCATION SYSTEM. NOT APPLICABLE

(A) It is understood by the Towing Company that the City has awarded this Contract to multiple towing companies, with each company to share service calls on an equitable basis in accordance with the allocation system described below.

(B) Each company shall alternate weeks of service during the course and term of this Contract, as follows: ROTATE ONE-WEEK-ON, ONE-WEEK-OFF, AMONG ALL QUALIFYING Towing Companies. The initial rotation sequence shall be determined by random drawing.

(C) It is further understood by the parties to this Contract that in the event a particular Towing Company is unable to respond to a call during one of the above-noted weeks, it will be passed-by for that particular call, and the City may call any other available provider capable of performing the required services.

(D) Operation and supervision of the Call Allocation System shall be the responsibility of the City's Police Chief or designee.

SECTION 6. NONCONSENSUAL AND TRESPASS TOWING; RATES AND FEES.

(A) The Towing Company shall provide access to the owner of the vehicle, or to any person with written authorization from the owner, and allow the owner or his authorized agent to remove any item not affixed to the vehicle. The owner or his authorized agent may also remove the tag from the vehicle, so long as state law requires the tag to stay with the owner. Nothing contained herein shall prohibit the Towing Company from requiring the execution of a full Release prior to allowing the owner or his authorized agent to have access to the vehicle.

(B) The Towing Company may not charge the owner of the vehicle an amount in excess of the maximum rates and fees provided for in Sec. 118-98, Volusia County Code of Ordinances, as amended, for non-consensual and trespass tows that originate

within the City (a copy of Volusia County resolution establishing tow rates is attached hereto and incorporated herein by reference). However, in the event the City adopts by ordinance a maximum rate and fee structure applicable to non-consensual and trespass tows during the term of this contract, the Towing Company shall comply with the rates, fees, and provisions set forth therein. The City shall not be liable in the event of non-payment by the owner of the vehicle being towed.

SECTION 7. PROHIBITED CHARGES. In the event a determination is made by the Police Chief that a vehicle has been towed in error at the direction of an authorized representative of the City, the City shall reimburse the Towing Company for the reasonable charges associated therewith and the Towing Company shall not charge the owner of the towed vehicle.

SECTION 8. STORAGE FACILITIES.

(A) The Towing Company shall maintain a storage garage and/or outside storage facilities complying with all applicable building and zoning regulations. Such storage facilities shall:

(1) Contain a minimum of two hundred (200) spaces in an area which is completely fenced;

(2) Have available a minimum of four (4) spaces inside a building for the storage of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles which require police processing.

(3) The Towing Company shall have an employee on duty at the required storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.

(4) Upon reasonable notice, the required storage facilities shall be subject to inspection and shall be approved by the Police Chief or his designated agent during the term of this Contract. Notice of any discrepancies or deficiencies in compliance which are found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within seven (7) days of receipt of such notice. Upon the failure of the Towing Company to remedy the deficiencies in compliance, action may be taken by the City pursuant to Section 4 of this Contract.

(5) Any vehicle which has been marked "HOLD" by the Police Department shall be held at the required storage facility, unless indicated otherwise, at no charge to the City, for whatever period of time is necessary in order to properly process the vehicle and complete the investigation. Personnel of the Ormond Beach Police Department shall be permitted access to such vehicles at all reasonable times. Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage.

(6) The Towing Company shall make such written reports to the City as may be required under Florida law.

SECTION 9. TOWING EQUIPMENT/PERSONNEL.

(A) The Towing Company shall, during the term of this Contract, own a minimum of three (3) wreckers to provide the services required by this Contract, one of which must be a Class "C" wrecker. The wreckers of the Towing Company shall meet the requirements and specifications set forth in *Rule 15B-9.005, Fla. Adm. Code*, as the same now exists and as may from time to time be amended. A copy of said Rule, as it currently exists, is attached hereto and incorporated by reference herein.

(B) Said wreckers shall be of recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Contract without damage to such vehicles and without undue interference with the flow of traffic.

(C) All wrecker drivers are required to have the applicable Florida license required in order to operate the given vehicle, and shall comply and be familiar with the Florida Uniform Traffic Control Law, *Chapter 316, Florida Statutes*.

SECTION 10. RADIO COMMUNICATIONS. The Towing Company shall provide a two-way radio communication system between its offices and all wreckers operated by the Towing Company. The Towing Company shall maintain a direct telephone line of incoming police calls in addition to such other telephones as are necessary for regular business use.

SECTION 11. NON-EXCLUSIVENESS OF SERVICE. The Towing Company agrees that the owner or person in possession of any vehicle which has been disabled shall have the opportunity to contact a wrecker or towing company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the scene of an accident or otherwise, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

SECTION 12. BENEFITS FROM REPAIRS PROHIBITED. The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or his/her authorized agent, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement

between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment.

SECTION 13. LIABILITY OF TOWING COMPANY. The liability of the Towing Company for any towed vehicles under this Contract, and all property contained therein, shall commence at the time a wrecker is hooked to any vehicle to be towed. Whenever a vehicle is marked "HOLD," the Towing Company or its employees, representatives, or agents shall endorse the inventory prepared by the police officer authorizing the impoundment.

SECTION 14. PERSONAL PROPERTY IN VEHICLES. To the extent provided by law, the Towing Company shall be held accountable and liable for damage or loss to all personal property in the vehicles towed pursuant to this Contract and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, unless authorized by the owner of said vehicle in writing or permitted by applicable law. Access to such vehicle shall be provided in accordance with Section 6(A) of this Contract. All such personal property must be returned at once, unless directed otherwise by the City and in which event written authority to release must be issued by the City, to the owner or person entitled to legal possession thereof, or their authorized agent, upon proper proof of ownership or right to possession. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

SECTION 15. RELEASE OF THE VEHICLE. The Towing Company agrees to release any vehicle which has not been marked "HOLD" to the proper owner, or his/her authorized agent entitled to possession of the vehicle, upon the payment of all allowed and applicable

charges. Any vehicle which has been marked "HOLD" by the Ormond Beach Police Department cannot be released without prior written authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

SECTION 16. POSTING CHARGES. The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Contract. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts.

SECTION 17. ITEMIZED STATEMENTS. Should any owner or his/her authorized agent, entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person with an itemized statement of all charges relating to the towing and storage of such vehicle.

SECTION 18. INDEMNIFICATION AND HOLD HARMLESS.

(A) The City, and its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by the Towing Company from any and all claim(s) resulting in liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct in the performance of the construction Contract by the Towing Company, including persons such as subcontractors employed or utilized by the Towing Company, unless any such claim arises as a result of the City's sole negligence, as determined by the final arbiter of such claim. Additionally, the City expressly retains all

rights, benefits, privileges and immunities provided to Municipalities by Sovereign Immunity.

(B) The Towing Company agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in subsection (A), above. 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.

SECTION 19. INSURANCE REQUIREMENTS. At all times during the term of this Contract, the Towing Company shall maintain the Commercial General Liability Insurance, Workers' Compensation, and Automobile Liability policies of insurance and coverage limits required by the City of Ormond Beach Resolution 2021-144 (or as amended) which is attached and incorporated by reference herein. In addition, the Towing Company shall maintain:

1. Garage liability insurance in an amount not less than $300,000 combined single limit liability.

2. Garage keeper's legal liability insurance in an amount not less than $50,000 for each loss, covering perils of fire and explosion; theft of a vehicle, its parts or contents; riot and civil commotion; vandalism; malicious mischief; and damage to a vehicle in tow.

3. The following minimum levels of combined bodily injury liability insurance and property damage liability insurance required by Section 627.7415, F.S.:

a. Fifty thousand dollars ($50,000) per occurrence for a wrecker with a gross vehicle weight of less than 35,000 pounds.

b. One hundred thousand dollars ($100,000) per occurrence for a wrecker with a gross vehicle weight of 35,000 pounds or more, but less than 44,000 pounds.

c. Three hundred thousand dollars ($300,000) per occurrence for a wrecker with a gross vehicle weight of 44,000 pounds or more.

THE CITY SHALL BE NAMED AN ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE POLICIES OF INSURANCE AND CERTIFICATES THEREOF.

SECTION 20. RECORDS, BOOKS AND PAYMENT. The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to services provided under this Contract. The Towing Company acknowledges that business records maintained in connection with its towing services for the City are subject to public inspection under the Public Records Act, Chapter 119, *Florida Statutes*.

SECTION 21. RIGHT TO CANCEL SERVICE CALL. The City shall have the right to cancel a request for Towing Company services until the time at which the wrecker arrives on the scene, and there shall be no charge to the City or to the vehicle operator/owner in the event of such cancellation.

SECTION 22. COMPLIANCE WITH LAWS. The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes and all applicable City and County Ordinances. The Towing Company further specifically agrees that none of its wreckers shall be parked in any residential area of the City at any time other than during the weeks the Towing Company is on call.

SECTION 23. CASH BOND. Prior to the effective date of this Contract, the Towing Company shall post a cash or surety performance bond in the amount of two thousand five hundred ($2,500.00) dollars with the City to be used by the City in the event the Towing Company fails to provide services required by the Contract, for the purpose of

defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.

SECTION 24. MISLEADING, DISHONEST AND ILLEGAL PRACTICES. The Towing Company warrants that it will not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Contract, and that it will charge owners of vehicles only those amounts permitted under this Contract for those services covered by this Contract. In the event that an overcharge or other violation covered by this section is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If within one (1) day of such notice, a satisfactory explanation is not received by the Police Chief, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, the violation may be reported to the City Manager for remedial action, including cancellation of the Contract, as provided for in Section 4 hereof.

SECTION 25. MISCELLANEOUS.

(A) The descriptive headings appearing in this Contract are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.

(B) The RFP documents and specifications contained therein are made a part of this Contract by reference.

(C) It is mutually understood and agreed that nothing contained in this Contract is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Towing Company as an agent or representative of the City for any purpose or in any manner whatsoever.

(D) The Towing Company may not assign this Contract and its rights hereunder, in whole or in part, except with the prior written consent of the City Manager, which consent shall not be unreasonably withheld. The transfer of a majority of the stock of the Towing Company shall be deemed as an assignment of this Contract.

(E) All Class "A" vehicles owned or leased by the City shall be transported by flat bed. Construction equipment shall be transported by low boy or flat bed.

(F) The towing of all Class "B" and Class "C" vehicles owned or leased by the City shall include drive shaft and/or axle removal with appropriate air charge, if required.

(G) The City's Fleet Manager may establish administrative procedures and requirements relating to the services performed under this Contract for vehicles owned or leased by the City, including the submission of an invoice or other form(s) of documentation, with which the Towing Company shall comply.

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

DATED this _____ day of _____, 2026.

Witnesses:

CITY OF ORMOND BEACH

_____

Print Name: _____

By: _____
JASON LESLIE
Mayor

_____

Print Name: _____

Attest: _____
JOYCE A. SHANAHAN
City Manager

DATED this 20 day of January, 2026.

Witnesses:

Patrick Anderson

Print Name: Patrick Anderson

Brooke Bokanoski

Print Name: Brooke Bokanoski

J & A BALBOA ENTERPRISES, INC.
d/b/a ARROW SERVICE & TOWING

By: Aballoa

Print Name: Amanda Balboa

Title: Treasurer

Attest: Adam Balboa

Print Name: Adam Balboa

Title: V. President

15B-9.005 Wrecker Classification; Prohibited Equipment and Required Equipment.

(1) Each wrecker owned, used, or operated by a wrecker operator applying to be included in the wrecker operating system or by an authorized wrecker operator, to respond to a call for service shall conform to the requirements of this rule. The wrecker and all equipment required by this rule for a wrecker of each specified class of wrecker shall be operable.

(2) Each such wrecker and the equipment required for each wrecker shall be inspected by the division's local troop commander or his or her designee and approved by the troop commander prior to the wrecker being used by an authorized wrecker operator to respond to a call for service and at least once annually thereafter for compliance with the requirements of this rule. The division also may inspect each wrecker at any time to ensure that the wrecker and the equipment on each wrecker used by an authorized wrecker operator meet the requirements of this rule. At the conclusion of each inspection, the division must provide the authorized wrecker operator with a report of the results of the inspection signed on behalf of the division by the person who performed the inspection. A representative of the authorized wrecker operator must acknowledge receipt of the results of the inspection in writing at the conclusion of the inspection.

(3) Wreckers equipped with airbrakes must be inspected pursuant to the Commercial Vehicle Safety Alliance inspection procedures. The inspection conducted on the wrecker must be equivalent to the North American Standard Inspection Procedure Level I inspection (Level V inspection if the driver is not available at time of inspection). The vehicle must be ready for dispatch and the inspection will take place at a time and location which the division deems safe and adequate to perform such inspection.

(4) Sirens on wreckers are prohibited.

(5) A wrecker owned, used, or operated by an authorized wrecker operator to respond to a call for service may not display any sign or indicia which represents or implies that the authorized wrecker operator has any official relationship with the division.

(6) A wrecker owned, used, or operated by an authorized wrecker operator, an authorized wrecker operator, and the physical place of business of an authorized wrecker operator may not have, use, or possess any equipment capable of monitoring messages or signals or frequencies assigned to or used by the division.

(7) Each wrecker owned, used, or operated by an authorized wrecker operator to respond to calls for service shall be equipped with a mobile telephone capable of receiving and responding to calls for service throughout the entire zone in which the authorized wrecker operator operates and capable of receiving and communicating with the physical place of business of the authorized wrecker operator.

(8) Each wrecker owned, used, or operated by an authorized wrecker operator to respond to calls for service must have:

(a) A wheel lift.

(b) Dual rear wheels.

(c) Clearance and marker lights and all other equipment as required by Chapter 316, Florida Statutes.

(d) Emergency lighting authorized or required by Chapter 316, Florida Statutes, mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides of the wrecker with or without a load.

(e) Rear facing work lights.

(f) The name, address and telephone number of the authorized wrecker operator's physical place of business must be permanently affixed in a conspicuous place in contrasting colors on the driver and passenger sides of the wrecker, as required by Section 713.78(8), Florida Statutes.

1. The name of the authorized wrecker operator must be at least three (3) inches in height and the address and telephone number of the authorized wrecker operator's physical place of business must be at least one (1) inch in height.

2. Magnetic or removable signs or placards may not be used to meet said requirements.

3. Only one address and one telephone number may appear on the wrecker.

(g) A wrecker unit number must be permanently affixed in contrasting colors in a conspicuous place on the driver and passenger sides of the wrecker.

1. The wrecker unit number must be at least three (3) inches in height.

2. The wrecker unit number for each wrecker owned, used, or operated by an authorized wrecker operator must be unique and the same wrecker unit number may not be used on two or more wreckers owned, used, or operated by an authorized wrecker operator.

3. Magnetic or removable signs or placards may not be used to meet said requirements.

(h) One heavy duty push broom with a minimum width of twenty-four (24) inches.

(i) One square shovel.

(j) One crowbar or prybar with a minimum length of thirty (30) inches.

(k) Minimum of one (1) full five pound, commercially-manufactured CO2 or dry chemical fire extinguisher or equivalent with a current inspection tag attached.

(l) One (1) pair of bolt cutters with a minimum opening of 1/2 inch.

(m) One (1) set of jumper cables or a charged jump box.

(n) One (1) four-way lug wrench or one (1) impact gun with sockets in sizes 11/16", 13/16", 3/4", and 7/8".

(o) One (1) flashlight.

(p) Five (5) operational safety illumination devices for temporary traffic control.

(q) One snatch block for each wire rope with manufacturer's rating to match the specifications of the wire rope.

(r) Extra towing chain six (6) to eight (8) feet in length with hooks.

(s) Six (6) thirty-six inch tall reflective safety cones or triangle reflectors.

(t) Two (2) five-gallon or larger buckets or containers of absorbent material.

(u) Conspicuous markings using red and high visibility yellow-green decals made from retro-reflective materials affixed to the rear facing portion of the wrecker at least two (2) inches in height positioned horizontally and extending, to the extent feasible, across the full width of the wrecker.

(v) One (1) contractor debris bag, bucket, or container.

(w) Tow lights to be placed on the rear of the vehicle being towed.

(9) In addition to the requirements in subsection 15B-9.005(8), F.A.C., each Class A wrecker owned, used, or operated by an authorized wrecker operator to respond to calls for service must have:

(a) A truck chassis with a manufacturer's rated capacity of at least 11,000 pounds gross vehicle weight. The wrecker must have been designed and manufactured for vehicle retrieval and removal and fitted with a winch(es) having a manufacturer's combined rating of at least four (4) tons mounted on the chassis. Hand crank winches do not satisfy these requirements.

However, Class A wreckers owned, used, and operated by an authorized wrecker operator to respond to calls for service on or before July 1, 2025, must have a truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight and a complete, commercially manufactured boom and winch(es) having a manufacturer's combined rating of at least four (4) tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements.

(b) A minimum of one hundred feet of 3/8-inch wire rope.

(c) Dollies.

(d) If the wrecker utilizes wheel lifts, the wheel lifts shall be rated at a minimum of 3,400 lbs. lift capacity and must utilize wheel safety straps when lifting vehicles by the wheels only.

However, wreckers owned, used, and operated by an authorized wrecker operator to respond to calls for service on or before July 1, 2025, which are equipped with wheel lifts or the equivalent may also qualify as Class A wreckers so long as the Class A wreckers are equipped with a boom and the wheel lifts are rated at a minimum of 3,000 lbs. lift capacity and utilize wheel safety straps when lifting vehicles by the wheels only.

(10) In addition to the requirements in subsection 15B-9.005(8), F.A.C., each roll-back or slide-back wrecker owned, used, or operated by an authorized wrecker operator to respond to calls for service must have:

(a) A truck chassis with a manufacturer's rated capacity of at least 15,000 pounds gross vehicle weight with a minimum of a nineteen (19) foot bed, dual rear wheels and a winch with at least 8,000 pound capacity.

However, roll-back or slide-back wreckers owned, used, and operated by an authorized wrecker operator to respond to calls for service on or before July 1, 2025, must have a truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight with a minimum of a sixteen (16) foot bed, dual rear wheels and a winch with at least an 8,000 pound capacity.

(b) A minimum of 50 feet of 3/8-inch wire rope.

(c) A minimum of a four point tie-down systems, straps, or chains.

(d) Brakes and trailer lights which meet the minimum statutory requirements of Florida law.

(e) Safety chains.

(11) In addition to the requirements in subsection 15B-9.005(8), F.A.C., each Class B wrecker owned, used, or operated by an authorized wrecker operator to respond to calls for service must have:

(a) A truck chassis with a manufacturer's rated capacity of at least 25,500 pounds gross vehicle weight. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least ten (10) ton capacity

mounted on the chassis.

However, Class B wreckers owned, used, and operated by an authorized wrecker operator to respond to calls for service on or before July 1, 2025, must have a truck chassis with a manufacturer's rated capacity of at least 20,000 pounds gross vehicle weight and a complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least ten (10) ton capacity mounted on the chassis.

(b) A minimum of one hundred feet of at least 7/16-inch wire rope on each drum.

(c) One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.

(12) In addition to the requirements in subsection 15B-9.005(8), F.A.C., each Class C wrecker owned, used, or operated by an authorized wrecker operator to respond to calls for service must have:

(a) A truck chassis with a manufacturer's rated capacity of at least 52,000 pounds gross vehicle weight and 50,000 pounds gross vehicle weight for tandem axle trucks. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least 25 ton capacity mounted on the chassis.

However, Class C wreckers owned, used, and operated by an authorized wrecker operator to respond to calls for service on or before July 1, 2025, must have a truck chassis with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight and 50,000 pounds gross vehicle weight for tandem axle trucks and a complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least 25 ton capacity mounted on the chassis.

(b) A minimum of two hundred feet of at least 5/8-inch wire rope on each drum.

(c) Air brakes so constructed as to lock the rear wheels automatically upon failure.

(d) External air hookup and hoses, to supply air to disabled vehicles.

(e) One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.

Rulemaking Authority 321.051 FS. Law Implemented 321.051, 321.05(1) FS. History–New 1-22-86, Formerly 15B-9.05, Amended 10-15-92, 10-2-95, 1-6-26.

RESOLUTION NO. 2021-144

A RESOLUTION ESTABLISHING MINIMUM REQUIREMENTS FOR RISK MANAGEMENT, PAYMENT AND PERFORMANCE BONDS, COMMERCIAL GENERAL LIABILITY INSURANCE, AND COMPREHENSIVE GENERAL LIABILITY INSURANCE FOR LEASES, CONTRACTORS, AND LICENSEES AND PERMITTEES; REPEALING ALL INCONSISTENT RESOLUTIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Section 2-315 of the **Code of Ordinances** allows the City Commission to establish minimum requirements for insurance to be provided by lessees of City owned real property and by contractors engaging in business with the City, and

WHEREAS, such minimum requirements were previously established by Resolution No. 92-218, and which was subsequently amended by Resolution No. 95-109, Resolution No. 96-62, Resolution No. 96-249, Resolution 98-132, Resolution 2010-125, and Resolution 2011-116, and

WHEREAS, the City Commission desires to further amend such minimum requirements, now therefore,

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

SECTION ONE. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of payment and performance bonds, commercial general liability insurance, and risk management, by Contractors, including service-related contractors, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION TWO. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of commercial general liability insurance and risk management regarding leases of the City's real property and its facilities, as set forth in Exhibit "B"

attached hereto and incorporated herein by reference.

SECTION THREE. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of comprehensive general liability insurance and risk management for licensees and permittees of the City's real property and its facilities, as set forth in Exhibit "C" attached hereto and incorporated herein by reference.

SECTION FOUR. The requirements hereby adopted by this Resolution shall be deemed to repeal, supersede, and replace the provisions of Resolution No. 92-218, as amended by Resolution No. 95-109, Resolution No. 96-62, Resolution No. 96-249, Resolution 98-132, Resolution 2010-125, and Resolution 2011-116.

SECTION FIVE. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. This Resolution shall take effect immediately upon its adoption and shall apply to all contracts entered into, or renewed, subsequent to the effective date hereof.

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2021\09-22-21\21-144 Insurance Requirements Resolution (P21-0120G).doc.docx

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

   (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

      i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

      ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT "B"

A. Lease Provisions Relative to Risk Management

All leases of City real property and of any of its facilities shall include the following or substantially similar provisions:

1. Hold Harmless

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

2. Payment on Behalf of City

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

B. General

The Lessee shall purchase and maintain for the entire life of the lease, including time extensions, such insurance as will protect the Lessee from claims for damages insured by usual and unusual injury liability coverage and from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Lessee's operations.

C. Types of Insurance and limits of Liability:

1. Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of no less or limited to:

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

   (DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

2. Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance, and the City of Ormond Beach shall be named as an additional insured):

   a. Premises and Operations
   b. Personal Injury Liability
   c. Products & Completed Operations
   d. Fire Damage Liability
   e. Blanket Contractual Liability
   f. Liquor Liability

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

   $1 Million Each Occurrence
   $1 Million General Aggregate
   $1 Million Aggregate Products & Completed Operations
   $ 300,000 Fire Damage (any one fire)

   Limits are subject to increase depending on the value and/or risk to leased premises

3. Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less or limited to:

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

4. Property Insurance (Real & Personal) - Lessee shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the

replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

D. Requirements for Certificate of Insurance

1. With the execution of the Lease, the Lessee 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 actual notice be signed by an authorized representative of the insurer and given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of 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 Lessee shall furnish complete copies of the Lessee's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Lessee 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 aggregate limit may be required by the City for the given lease.

5. If the Lessee fails to obtain and maintain for the life of the Lease 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 promptly reimbursed to the City by the Lessee.

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, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Standard and Poors and Demotech.

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 all General Liability and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT "C"

A. Licensees and Permittees.

1. All Licensees and Permittees shall provide comprehensive general liability insurance coverage, either through their own insurance company and providing at least the minimum coverage prescribed herein, or by obtaining such comprehensive general liability insurance through a Plan offered to the City through the City's insurer.

2. The Plan available to the City currently provides comprehensive general liability insurance coverage of $1,000,000 per claim, subject to an annual aggregate of $1,000,000 for all claims. A $250 deductible shall apply to all claims, which said deductible shall be entirely born and paid by the Licensee or Permittee. The coverage available through the Plan and the rates and deductible amounts prescribed therefor, are subject to change at the discretion of the City and the City's insurer without notice to any Licensee or Permittee.

3. If any Licensee or Permittee elects to provide general liability insurance coverage through Licensee's or Permittee's own general liability insurance company, then Licensee's or Permittee's insurance coverage must comply with the following requirements:

(a) Types of Insurance and limits of Liability:

i) If applicable, 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

(DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

ii) Comprehensive general liability insurance shall include, but shall not necessarily be limited to, the following coverage (and any deviation therefrom shall be noted on the Certificates of Insurance; and the City of Ormond Beach shall be named as an additional insured):

a. Premises and Operations
b. Personal Injury Liability
c. Products & Completed Operations
d. Fire Damage Liability
e. Blanket Contractual Liability

f. Liquor Liability

Comprehensive general liability coverage shall be written on an occurrence basis and the limits of coverage shall be no less and not limited to the following:

$1 Million	Each Occurrence
$1 Million	General Aggregate
$1 Million	Aggregate Products & Completed Operations
$ 300,000	Fire Damage (any one fire)

iii) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less than:

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

iv) Property Insurance (Real & Personal) - Licensees and Permittees shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

(b) Requirements for Certificate of Insurance

i) Licensees and Permittees shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed without the prior consent of the City, and Licensees and Permittees shall promptly replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of such Licensee's or Permittee's use agreement with the City.

ii) New certificates of insurance shall be provided to the City prior to coverage renewals.

iii) If requested by the City, the Licensees and Permittees shall furnish complete copies to the City of the Licensee's or Permittee's insurance policies, forms and endorsements.

iv) If any Licensee or Permittee fails to obtain and maintain the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with any qualified insurer that is satisfactory to the City. Any amounts expended by the City in payment of premiums for such insurance shall be promptly reimbursed to the City by the Licensee or Permittee.

(c) Policies of Insurance

i) Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Demotech and Standard & Poors.

ii) All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

iii) The City shall be listed as a named insured on all policies of insurance and certificates thereof.

4. Provisions Relative to Risk Management.

All Licensees and Permittees of City's real property and any of its facilities shall, as a condition of such use, fully indemnify and hold the City harmless, as follows:

(a) Hold Harmless

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

(b) Payment on Behalf of City

All Licensees and Permittees 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.

(c) Loss Control/Safety

Precaution shall be exercised at all times by the Licensee and Permittee for the protection of all persons, including employees and property. The Licensee and Permittee 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.

RESOLUTION NO. 2024-143

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, ESTABLISHING THE MAXIMUM RATES FOR TOWING, FOR IMMOBILIZATION OF VEHICLES, AND FOR REMOVAL, STORAGE OF VEHICLES, SEPARATE CHARGES IN ACCORDANCE WITH CHAPTER 118 OF THE CODE OF ORDINANCES OF VOLUSIA COUNTY FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sections 125.0103(1)(c) and 166.043(1)(c), Florida Statutes, mandates the County enact regulations establishing maximum rates for the towing of vehicles from or immobilization of vehicles on private property, removal and storage of wrecked or disabled vehicles from accident scenes or for the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to law enforcement officer, or otherwise does not consent to the removal of a vehicle; and

WHEREAS, such towing services frequently must be provided without the prior consent of the vehicle/vessel owner, or under circumstances which prevent negotiating the charges, terms, and conditions for the towing service, often resulting in disagreements and complaints between vehicle/vessel owners and providers of towing services; and

WHEREAS, Sections 125.0103(c) and 166.043(1)(c), Florida Statutes, authorizes the County to enact regulations pertaining to the towing industry that supplement the requirements of Florida Statutes, including the establishment of towing rates when vehicles are removed from private property; and

WHEREAS, Section 118-98, Volusia County Code, specifies that the County Council of Volusia County shall by resolution establish maximum towing rates and fees related to the towing of vehicles in Volusia County; and

WHEREAS, the County desires to update and clarify the maximum rates for towing and storage of towed vehicles, the rendition of other services involving the use of a wrecker, and other customary towing services when the point of origin of the tow or services is within the boundaries of the County; and

WHEREAS, the maximum towing rates and other regulations contained in this Resolution serve a compelling government interest to protect public health and safety of the owners of towed vehicles/vessels and of the residents and visitors in Volusia County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. ESTABLISHMENT OF THE SCHEDULE OF FEES. In accordance with Section 118-98, Volusia County Code, the schedule of maximum fees for the towing, removal and storage of vehicles, and other towing related services are hereby established and adopted as set forth in Exhibit A, attached hereto and incorporated herein. No other charges or fees shall apply to or be collected other than what is defined herein or Article IV, Chapter 118, Volusia County Code.

SECTION 2. SEVERABILITY. If any provision of this Resolution is deemed void by a Court of competent jurisdiction, or if any provision of this Resolution becomes preempted to the State, then the voided or preempted provision shall be deemed stricken and shall no effect on the remaining provisions.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect upon its adoption. The schedule of fees included herein shall remain in effect until such time as the same are amended by adoption of a subsequent resolution.

DONE AND ORDERED IN OPEN MEETING.

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA

ATTEST: _____
George Recktenwald
County Manager

_____
Jeffrey S. Brower
County Chair

EXHIBIT A

(1) Class A vehicles (gross vehicle weight rating at 5,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):

a. Trespass tow (flat rate)	$135.00
b. Nonconsensual tow	$150.00
c. Trespass or nonconsensual tow, per mile over initial ten miles[1], per full extra mile	$5.00
d. Trespass or nonconsensual tow, time beyond initial 15 minutes at scene, 15-minute block	$35.00
e. Trespass or nonconsensual tow daily storage per day, inside storage	$40.00
f. Immobilization	$75.00
g. Trespass tow outside storage, per day	$30.00
h. Nonconsensual tow outside storage, per day	$35.00

(2) Class B vehicles (gross vehicle weight rating at 6,000 pounds or more, but less than 15,000 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):

a. Trespass tow (flat rate)	$300.00
b. Nonconsensual tow	$350.00
c. Trespass or nonconsensual tow, per mile over initial ten miles[2], per full extra mile	$6.00
d. Trespass or nonconsensual tow, time beyond initial 15 minutes at scene, per 15-minute block	$70.00
e. Trespass or nonconsensual tow daily storage per day, inside storage	$50.00
f. Immobilization	$75.00
g. Outside storage, per day	$50.00

[1] Initial mileage is calculated from point of origin of the tow vehicle to location of vehicle hook-up.
[2] Initial mileage is calculated from point of origin of the tow vehicle to location of vehicle hook-up.

(3) Class C vehicles (gross vehicle weight rating at 15,001 or more pounds, but less than 25,999 pounds or vehicle carrying a vessel more than 22 feet in length):

a. Trespass tow (flat rate)	$450.00
b. Nonconsensual tow	$500.00
c. Nonconsensual tow, per mile over initial ten miles[3], per full extra mile	$7.00
d. Trespass or nonconsensual tow, time beyond initial 15 minutes at scene, per 15-minute block	$110.00
e. Trespass or nonconsensual tow daily storage per day, inside storage	$75.00
f. Outside storage, per day	$75.00

(4) Class D vehicles (gross vehicle weight rating at more than 26,000 pounds):

a. Trespass tow (flat rate)	$600.00
b. Nonconsensual tow	$650.00
c. Nonconsensual tow, per mile over initial ten miles[4], per full extra mile	$8.00
d. Trespass or nonconsensual tow, time beyond initial 15 minutes at scene, per 15-minute block	$145.00
e. Trespass or nonconsensual tow daily storage per day, inside storage	$80.00
f. Outside storage, per day	$80.00

(5) Separate Charges

a. Air Bags (at cost, not to exceed)	$4,000.00
b. Bobcat, skid steer, fork lift (per hour time on scene)	$300.00
c. Maintenance of traffic (MOT) setup - Rate (per hour)	$135.00
d. Hazardous Spill kits (per bag)	$60.00
e. Rotator (All Classes A-D, 50-ton hourly rate, minimum 2 hours)	$1,300.00

[3] Initial mileage is calculated from point of origin of the tow vehicle to location of vehicle hook-up.
[4] Initial mileage is calculated from point of origin of the tow vehicle to location of vehicle hook-up.

f. Notice of Lien Administrative Charge $150.00

(6) The maximum rate for a subsequent class may be charged if the recovery activity performed involves a vehicle that is loaded or modified, therefore altering the vehicle's original weight, dimensions, or ground clearance such that the vehicle is determined to be within a subsequent class or involves additional equipment not contemplated for the class indicated in the initial tow request, upon the written authorization and approval of the investigating law enforcement agency or officer on the scene.

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 610-0470

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: 2-YEAR CONTRACT(S) FOR TOWING RELATED SERVICES

RFP NUMBER:2026-01

RFP OPENING DATE & TIME: November 25, 2025 at 2:00 PM

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

PRE-PROPOSAL MEETING DATE & TIME: **N/A**

PRE-SUBMITTAL MEETING: **N/A**

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

PROPOSER'S NAME: Arrow Service & Towing

PROPOSER'S MAILING ADDRESS: P.O. Box 250072

CITY-STATE-ZIP: Holly Hill, Fl 32125

F.E.I.N.: 59-2491843
PHONE NUMBER: 386-255-2138

EMAIL: Amanda@arrowflorida.com
If returning as a "No Submittal", please state reason (s

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

X ABalboa
AUTHORIZED SIGNATURE (MANUAL)

Amanda Balboa
NAME (TYPED)

Treasurer
TITLE

11/10/2025
DATED

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

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

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

Certification: The applicants must certify that they are in good professional standing and that they understand and will comply with all Federal, State and Local guidelines that may pertain to the provision of these services.

Documentation as to whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

Technical Proposal: The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the "2-YEAR CONTRACT(S) FOR TOWING RELATED SERVICES" in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

A. The Towing Company shall, during the term of this Contract, own a minimum of three (3) wreckers to provide the services required by this Contract, one of which must be a Class "C" wrecker. The wreckers of the Towing Company shall meet the requirements and specifications set forth in *Rule 15B-9.005, Fla. Adm. Code*, as the same now exists and as may from time to time be amended.

Do you have the required number and class of wreckers as indicated?
__X__ Yes _____ No (If no, your proposal cannot be considered)

B. Do you meet all the eligibility requirements of Exhibit "A" to this RFQ?
__X__ Yes _____ No (If not, your application cannot be considered).

C. List company equipment to include model, year, towing capacity and equipment condition that you propose for this agreement. (Any equipment submitted in this proposal to be considered must be operational/road ready at the time of proposal submittal and

must remain operational/road ready during the selection process for awarding of this agreement). See attachment

D. List and identify the address, telephone number and capacity (inside and outside storage) of the principal compound and subsidiary compound proposed for the agreement.

Is storage space subcontracted _____ Yes __X__ No

Primary Storage- 600 Carswell Ave Holly Hill, Fl 32117. Phone 386-255-2138
250 outside storage, 6 inside storage

E. List and provide a copy of all necessary, County, City and other licenses and permits as may be required to operate the type requisite business.

See attached

F. Do you currently carry level of insurance required? __X__ Yes _____ No

Proof of Insurance is required at the time of submitting proposal.

G. CASH BOND. Prior to the effective date, the Towing Company shall post a cash or surety performance bond in the amount of two thousand five hundred ($2,500.00) dollars with the City to be used by the City in the event the Towing Company fails to provide services required by the Contract, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.

Can you furnish the cash bond as required?

Yes__X____ No _____ If no, comment below.

H. Number of years experience the proposer has had in providing similar services: __45__. List firm name and locations where such services have been provided.

Arrow Service & Towing, 541 Carswell Ave Holly Hill, Fl 32117

I. List all owners or principal stockholders as applicable. Principal stockholder is defined as a holder of more than ten (10%) percent of the outstanding issued stock. For each person listed provide name and home address. See attached sheet

J. List all persons who will have direct responsibility for the operations of the firm, if awarded a certificate of qualification. For each person listed give employment history for the last two (2) years. A brief resume or summary of qualifications and experience may be included in your application for each person listed. See attached sheet

K. List clients for whom you have provided similar services in the last two (2) years. Provide name, address, telephone number, contact person, and dates services were initiated and terminated. See attached sheet

L. One (1) Bank Reference: Provide name, address, telephone number, and contact person.

Barwick Bank, 105 Grand Preserve Way Daytona Beach, Fl 32117
Matt Stietzel 386-310-8605

M. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest or which are concerned directly with the staff or part of your organization proposed for the agreement: No

The applicant understands that the information contained in this application is to be relied upon by the City in awarding the proposed Contract, and such information is warranted by the applicant to be true. The applicant agrees to furnish such additional information, prior to acceptance of any application relating to the qualifications of the applicant, as may be required by the City.

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

EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the members of the police department, fleet operations or other departments as appropriate. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

Technical Proposal
Section C

Light Duty:

Unit# 72	2011 Ford F450 Super Duty 4X4 Wrecker
Unit# 95	2015 Ford F450 Super Duty Wrecker
Unit# 30	2022 Dodge Ram 5500 Wrecker
Unit# 601	2018 Dodge Ram 5500 4X4 Wrecker
Unit# 15	2016 Peterbilt 337 Flatbed(rollback)
Unit# 320	2019 Peterbilt 337 Flatbed(rollback)
Unit# 51	2018 Peterbilt 337 Flatbed(rollback)
Unit# 98	2020 Peterbilt 337 Flatbed(rollback)
Unit# 55	2008 Peterbilt 335 Flatbed(rollback)
Unit# 17	2019 International 4300 Flatbed(rollback)

Medium Duty:

Unit# 52	2006 Kenworth T300 Wrecker
Unit# 97	2013 Caterpillar CT660 Flatbed

Heavy Duty:

Unit#34	2020 Kenworth T800 50ton Rotator Wrecker
Unit# 67	2004 Kenworth T800 50Ton Wrecker
Unit# 68	2014 Kenworth T800 75Ton Rotator Wrecker
Unit# 360	2001 Peterbilt 385 50Ton Rotator Wrecker
Unit# 49	2009 Freightliner Columbia
Unit# 50	2017 Landoll 440 Tilt trailer
Unit# 43	2012 Peterbilt 367 Road tractor
Unit# 44	2004 Talbert RGN Lowboy
Unit# 45	2014 Trailking 80SA-502 Tilt
Unit# 105	2005 Kenworth W900
Unit# 106	2013 Globe 110DTG Trailer
Unit #782	2016 Western Star 4900EX
Unit #783	2015 Towmaster 10 Axle Trailer

Utility/All-Terrain:

2004 International 4400 Service truck
2016 Isuzu NPR Hazmat Response truck
2009 International 4700 Grapple Truck
2003 20 yard Dump Trailer
2017 Wanco Sign Board (arrow-directional)
2003 Bobcat T-190 Skid Steer
2013 Kubota 1KX71-3 Loader
2007 Hyster Forklift
2018 Clark Forklift
UNK SN20 Pallet Jack
2005 Laymor SM300 Street Sweeper
2020 Simpson Pressure Washer Trailer

City of Holly Hill, FL
1065 Ridgewood Ave
Holly Hill, FL 32117
(386) 248-9442

2026

BUSINESS TAX RECEIPT

Business Name:	ARROW WRECKER SERVICE		
Business Location:	541 CARSWELL AVE HOLLY HILL, FL 32117	**Mailing Address:**	325 6TH ST HOLLY HILL, FL 32117
Owner:	J & A Balboa Ent Inc. DBA Arrow Service and Towin		
License Number:	GENL-002555	**License Type:**	General
Issued Date:		**Classification:**	Auto Services
Expiration Date:		**Fees Paid:**	$634.81

HOLLY HILL

*** THIS DOCUMENT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS, PENALTY FOR FAILURE TO DO SO.**
*** TAX RECEIPT DOES NOT GUARANTEE JOB AND/OR WORK PERFORMANCE.**
*** BUSINESS MUST COMPLY WITH CITY ORDINANCE.**

TO BE POSTED IN A CONSPICUOUS PLACE

City of Ormond Beach
22 S. Beach Street, Room 104
Ormond Beach, FL 32174
btonline@ormondbeach.org

Business Registration

Business Name:	J & A Balboa Enterprises, Inc DBA: Arrow Service & Towing		
Business Location:	1 OUTSIDE CITY OB, FL 0	**Mailing Address:**	1 OUTSIDE CITY OB, FL 0
Owner:	Amanda Balboa		
License Number:	BTR-2025-001242	**License Type:**	Outside City Registration
Issued Date:	10/30/2025	**Classification:**	Business Registration
Expiration Date:	10/1/2026	**Fees Paid:**	$25.00

TO BE POSTED IN A CONSPICUOUS PLACE

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

December 14, 2024

J & A BALBOA ENTERPRISES, INC.
PO BOX 250072
HOLLY HILL, FL 32125-0072

SUBJECT: Motor Vehicle Repair Shop Registration MV8775

Your application for registration as a motor vehicle repair shop has been processed. Your registration will expire December 18, 2026.

Your registration number is required by law to be placed on all estimate and invoice forms as well as on advertisements which are placed in a newspaper, magazine or directory.

Florida law requires every motor vehicle repair shop to post a sign which contains the Department's toll-free number for consumer information and assistance. Please affix the registration certificate below to the enclosed sign and display the sign and license in a location conspicuous to the public in your facility.

The sign is currently available in English and Spanish but can be translated into additional languages upon request. If you have any questions or would like to request a copy of the sign in another language, please email cscompliance@FDACS.gov or call (800) 435-7352 or (800) 352-9832 en Español.

Cut Here

State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **MV8775**
Issue Date: December 13, 2024
Expiration Date: December 18, 2026

POST CERTIFICATE CONSPICUOUSLY

Motor Vehicle Repair Registration Certificate

Chapter 559, Florida Statutes
GOOD ONLY FOR THE LOCATION LISTED BELOW

J & A BALBOA ENTERPRISES, INC.
DBA: ARROW WRECKER SERVICE
541 CARSWELL AVE
HOLLY HILL, FL 32117-4411

OWNED BY:
J & A BALBOA ENTERPRISES, INC.

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the Motor Vehicle Repair Shop whose name and address are shown above has registered and paid the prescribed fee (based on the declared number of mechanics, technicians, and helpers) as required by s. 559.904 F.S. and is authorized to perform Motor Vehicle Repairs at the location shown above.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/18/2025

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
SUNZ Insurance Solutions LLC ID: (Impact Staff Leasing)
c/o Impact Staff Leasing LLC
1315 W Indiantown Road, 2nd Floor
Jupiter, FL 33458

CONTACT NAME: Joe Flaherty
PHONE (A/C, No, Ext): 847-908-8719 FAX (A/C, No):
E-MAIL ADDRESS: Joe.Flaherty@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SUNZ Insurance Company	34762
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Impact Staff Leasing LLC
1315 W Indiantown Road, 2nd Floor
Jupiter FL 33458

COVERAGES **CERTIFICATE NUMBER:** 86324538 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC111-00001-025	7/15/2025	7/15/2026	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: J & A Balboa Enterprises Inc
Client Effective: 7/15/2025

CERTIFICATE HOLDER
0102129

City Of Ormond Beach
500 N Orchard St
Ormond Beach FL 32174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rick Leonard

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ACORD

ARROWRE-01 AODOM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2025

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	CONTACT NAME: Justin Newman	
Travis Barlow Company 1002 West Hwy 80 Pooler, GA 31322	PHONE (A/C, No, Ext): (912) 330-5584	FAX (A/C, No):
	E-MAIL ADDRESS: Justin@travisbarlow.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : TriSura Insurance Company	22225
INSURED	INSURER B :	
J & A Balboa Enterprises, Inc DBA: Arrow Wrecker Service P O Box 250072 Holly Hill, FL 32125	INSURER C :	
	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	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			149 TTS FL 100151-02	5/1/2025	5/1/2026	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY X SCHEDULED AUTOS			149 TTS FL 100151-02	5/1/2025	5/1/2026	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	On Hook & Cargo			149 TTS FL 100151-02	5/1/2025	5/1/2026	$5,000Ded/$100,000/	500,000
A	Garagekeepers			149 TTS FL 100151-02	5/1/2025	5/1/2026	(3 Locs)$500 Ded /	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is shown as additional insured for Auto & General Liability.
fax 386-676-3512

CERTIFICATE HOLDER

City of Ormond Beach
22 S Beach Street
Ormond Beach, FL 32174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Technical Proposal
Section I

Principle stockholders:

Al Balboa 22 Richmond Dr New Smyrna Beach, Fl 32169
Laura Balboa 22 Richmond Dr New Smyrna Beach, Fl 32169
Adam Balboa 303 Cedar Ave New Smyrna Beach, Fl 32169
Mitchell Balboa 825 Banbury Dr Port Orange, Fl 32127
Amanda Balboa 4103 Saxon Dr New Smyrna Beach, Fl 32169

Technical Proposal.
Section J

Al Balboa: Corporate President, and founder. Over 45 years experience in towing & recovery.

Laura Balboa: Corporate Vice President, and founder. Over 45 years experience in industry. HAZWOPER certified.

Adam Balboa: Corporate Vice President. General manager over-seeing day to day operations. Certifications: CDL Class A (hazmat), Wreck-Master, Ashley Sling Certified, Miller Certified Rotator operator, SSTA & landoll corp Landoll trailer certified, SSTA Ultra-Heavy certified, Certified Diver, TWIC card holder, United Academy hauler safety, Responder Safety network Temporary Traffic Device usage & safety, FDOT Traffic Incident Management, Level 2 M.O.T. certified. Adam has 24 years experience in towing & recovery.

Mitchell Balboa: Corporate Secretary. Wrecker Manager over-seeing daily fleet operations. Certifications: CDL Class A, FDOT Ultra-Heavy wreck & recovery specialist, FDOT Traffic Incident Management, National Highway Safety Traffic Incident Response Mgmt, United Academy hauler safety. Miller Certified Rotator operator, SSTA Ultra-Heavy Duty trained & certified, Mitchell has 21 years experience in towing & recovery.

Amanda Balboa: Operations manager, over-seeing daily operations of staff and compliance. Certifications: FDOT Traffic Incident Mgmt, SHRP2, level 2 M.O.T. certified, OSHA HAZWOPER, FEMA National Incident Management Certified, National Highway Safety Incident Mgmt Response, ERSI Blocking procedures & roadway incident, ERSI Advanced warning, OSHA first responder & spill training, FEMA-ICS-100, ERSI Traffic Incident Response & Mgmt, FDOT Maintenance of traffic for incident responders trained. Responder Safety network Temporary Traffic Device usage & safety. Amanda is the Vice President of The Sunshine State Towing Association, and is also an active member in the Women of the towing & recovery association. Amanda has 17 years of incident response management as directly applied to towing & recovery.

Brett Cretens: Heavy Wrecker Operator
Certifications: Class A CDL(Doubles, Triples, Tanker, Haz) FDOT Traffic Incident Management, National Highway Safety Traffic Incident Response Mgmt, FDOT Maintenance of traffic for incident responders trained, United Academy hauler safety, United Academy defensive driving, Sunshine State Towing Association Light Duty & Ultra-Heavy Recovery, Motorcycle, Landoll Certified. Brett has 11 years of commercial driving experience with an additonal 6 years of towing experience.

Dana Katz: Heavy Wrecker Operator
Certifications: Class A CDL, (Doubles, Triples, Tanker, Haz), TWIC cardholder, Wreckmaster Level 6 certified, FDOT Traffic Incident Management, National Highway Safety Traffic Incident Response Mgmt, FDOT Maintenance of traffic for incident responders trained, United Academy hauler safety, Sunshine State Towing Association Light Duty & Ultra-Heavy Recovery, FEMA ICS-100, 200, 700 & 800. Dana has 13 years of commercial driving experience, 11 of those years in towing.

Jose Camacho: Light Duty Wrecker Operator & Recovery Specialist
Certifications: SSTA Light Duty Certified, Orange County tow badge, United Academy hauler safety, United Academy defensive driving course, FDOT Maintenance of traffic for incident responders trained. Jose has 31 year experience in the towing and recovery industry.

Heather Edwards: Light Duty Towing & Equipment Transportation Specialist
Certifications: Class A CDL (Doubles, triples), FDOT Traffic Incident Management, National Highway Safety Traffic Incident Response Mgmt, FDOT Maintenance of traffic for incident responders trained, United Academy hauler safety, Sunshine State Towing Association Ultra-Heavy Recovery, Motorcycle, FNA light & intro to medium certified. Heather has over 20 years of commercial driving experience, with an additonal 10 years of towing experience.

Steven Yeager: Heavy Duty Equipment Transportation Specialist
Certifications: Class A CDL (Tankers, Triples, Doubles, Hazmat), TWIC, JAX pass-port entry, United Academy Hauler Safety, FDOT Traffic Incident Mgmt, National Highway Safety Incident Response. Steve has 30 years of commercial driving experience, specifically with Over-sized specialty loads.

Charles Lawson: Heavy Duty Incident Response Operator
Certifications: CDL Class A(Double-Triples, Tankers) Wreck-Master, TWIC, level 2 M.O.T. certified, FDOT Ultra-Heavy wreck & recovery specialist, SHRP2, FDOT Traffic Incident Mgmt, National Highway Safety Incident Responder training, Responder Safety network Temporary Traffic Device usage & safety. Charles has 30 years towing & recovery experience.

Andy Holmes: Light Duty Flatbed Operator
Certifications: United Academy Safety Hauler, Sunshine State Towing Assoc. Light Duty Towing Certification, FDOT Maintenance of traffic for incident responders trained, FDOT Traffic Incident Mgmt. Andy has 26 years of towing experience.

William Kumm Jr.: Light Duty Flatbed Operator
Certifications: Class E Repossession license, United Academy Safety Hauler, Sunshine State Towing Assoc. Light Duty Towing Certification, FDOT Maintenance of traffic for incident responders trained, FDOT Traffic Incident Mgmt. William has 16 years of towing experience.

Aaron Nerschook: Heavy Duty Wrecker Operator & Transport Driver
National Highway Safety Incident Responder training, United Academy safety hauler, FDOT Maintenance of traffic for incident responders trained. 4 years of commercial driving experience.

Jeffrey Wilson: Heavy Duty Wrecker Operator & Transport Driver
National Highway Safety Incident Responder training, United Academy safety hauler, FDOT Maintenance of traffic for incident responders trained. 7 years of commercial driving experience.

Cadey Azzarello: Office Manager
Certifications: FDOT Traffic Incident Management Responder Course. Blocking procedures & roadway Incidents from the responder safety network, Advanced Warning from ERSI. Cadey is advanced in tag & title operations and reviews daily functionality of drivers and dispatchers.

Kris Maness: Lead Dispatcher
Kris has completed FDOT & Highway Safety online courses, Blocking procedures & roadway Incidents from the responder safety network, Advanced Warning from ERSI. Kris has successfully dispatched over 75,000 calls while at Arrow Service & Towing.

Technical Proposal
Section K

Holly Hill Police Department, 1065 Ridgewood Ave Holly Hill, Fl 32117
Chief Byron Williams (386) 248-9475
Started 2016-Current

Port Orange Police Department, 4545 Clyde Morris Blvd Port Orange, Fl 32129
Captain Eric Fisher (386) 506-5876
Started 2019-Current

Daytona Beach Shore Police Department, 2990 S Atlantic Ave Daytona Beach Shores, Fl 32118
Chief Michael Fowler (386) 763-5327
Started 2024-Current

Florida Highway Patrol, 1551 W International Speedway Blvd Deland, Fl 32724
Lieutenant Justin Asbury (386) 624-0584
Started 1980-Current

Florida Department of Transportation, 4975 Wilson Rd Sanford, Fl 32771
Mike Hudson (321) 257-7346
Started 2017-Current

City of Ormond Beach
Request for Proposals (RFP)
2-YEAR CONTRACT(S) FOR TOWING RELATED SERVICES
(RFP No. 2026-01)

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.

Arrow Service & Towing
COMPANY NAME

ABalboa
AUTHORIZED SIGNATURE

Amanda Balboa
NAME

Treasurer
TITLE

11/10/2025
DATE

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Amanda Balboa. I am over the age of Twenty-one years old. I am the Treasurer (Title) of Arrow Service & Towing (Business Name), a non- governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: November 11th, 2025

Signed: ABalboa
Print Name: Amanda Balboa
Title: Treasurer

SUBSCRIBED AND SWORN before me by means of [X] physical presence or [_] online notarization on the 11th day of November, 2025 by Amanda Balboa as Treasurer on behalf of Arrow Service & Towing who is personally known to me or who has produced _____ as identification.

(Notary Seal)

CHARLES LAWSON
Notary Public - State of Florida
Commission # HH 695765
My Comm. Expires Jul 9, 2029
Bonded through National Notary Assn.

Notary Public, State of Florida
Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal

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 Treasurer (Title) of Arrow Service & Towing (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: November 11th, 20 25 Signed: aballza

Entity: Arrow Service & Towing Name: Amanda Balboa

Title: Treasurer

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 11th day of November, 20 25, by Amanda Balboa and who: ☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large: Charles James Lawson (seal)
Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: 7/9/2029

CHARLES LAWSON
Notary Public - State of Florida
Commission # HH 695765
My Comm. Expires Jul 9, 2029
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

City of Ormond Beach
Request for Proposals (RFP)
2-YEAR CONTRACT(S) FOR TOWING RELATED SERVICES
(RFP No. 2026-01)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street Room 102
Ormond Beach, Florida 32174

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

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

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

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

Addendum Date	Addendum Number
11/7/2025	1

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Arrow Service & Towing

VENDOR/CONTRACTOR LICENSE NUMBER: BTR-2025-001242

ADDRESS: 541 Carswell Ave Holly Hill, Fl 32117

PHONE NO.: (386) 255-2138 FAX NO.: (386) 252-8469

SUBMITTER'S NAME: Amanda Balboa
(Typed or Printed in Ink)

TITLE: Treasurer

AUTHORIZED SIGNATURE: I, ABalboa hereby
(Original signature required in each document)

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

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

1.

[X] 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.

[X] 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.

Arrow Service & Towing
COMPANY NAME

abalboa
AUTHORIZED SIGNATURE

Amanda Balboa
SIGNER'S NAME (PRINT OR TYPE)

Treasurer
TITLE

11/10/2025
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

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

Arrow Service & Towing
Company Name

ABalboa
Authorized Signature

Amanda Balboa
Print Name

Treasurer
Title

RFP Evaluation Summary

2-YEAR CONTRACT(S) FOR TOWING RELATED SERVICES

RFP Number: 2026-01 **Recommendation of award highlighted**

Date & Time: December 22, 2025 9:00 AM

	Firms																			
	Arrow Services and Towing				Daytona Wrecker				John's Towing				Universal Towing				Volusia County Towing			
The RFP's were scored on the following criteria:	**C.R.**	**C.J.**	**J.B**	**Totals**	**C.R.**	**C.J.**	**J.B**	**Totals**	**C.R.**	**C.J.**	**J.B**	**Totals**	**C.R.**	**C.J.**	**J.B**	**Totals**	**C.R.**	**C.J.**	**J.B**	**Totals**
Equipment- 20 points max	20	20	20	60	19	18	18	55	17	20	20	57	19	20	15	54	17	15	17	49
Experience - 15 points max	15	15	15	45	15	15	15	45	12	15	13	40	15	15	12	42	14	13	10	37
Qualifications- 15 points max	15	15	15	45	15	15	13	43	15	15	13	43	15	15	13	43	14	15	10	39
References- 10 points max	10	10	10	30	10	10	10	30	10	10	10	30	9	5	10	24	10	8	10	28
Storage Capacity/Location- 20 points max	20	20	20	60	20	20	19	59	19	10	20	49	20	20	15	55	19	18	20	57
Completeness of Proposal- 10 points max	10	10	10	30	10	10	10	30	10	0	10	20	10	10	10	30	10	10	10	30
Services/Tows/Secure Storage Provided for City use- 10 points max	10	10	10	30	10	10	10	30	10	10	8	28	10	10	8	28	10	10	10	30
	100	100	100	300	99	98	95	292	93	80	94	267	98	95	83	276	94	89	87	270
	Rank			1	Rank			2	Rank			5	Rank			3	Rank			4

Rob Hart
Purchasing Coordinator

Chris Roos
Pollice Captain

Chris Jarrell
Fleet Operations

John Borzner
Police Lieutenant

Chris Byle
Assistant Finance Director

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	February 3, 2026	**Item No**	7.B.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Mutual Aid Agreement - FDLE, Child Abduction Response Team		
Recommended Action	Staff recommends approval of the Mutual Aid agreement with the Florida Department of Law Enforcement regarding continued participation on the Child Aabduction Response Team.		
Strategic Goal	Public Safety - Other		
Department Staff Contact	Police Department Jesse Godfrey, Police Chief		

Summary

This item is regarding the Ormond Beach Police Department's continued participation in the Child Abduction Response Team (CART). This Mutual Aid Agreement with the Florida Department of Law Enforcement (FDLE), Orlando Regional Operations Center, allows the Police Department to assist in all aspects of child abduction cases. The City has been part of the team since 2012.

The agreement authorizes FDLE and other local law enforcement agencies to join together in a multi-jurisdictional effort to rescue abducted children. The goal of CART is to provide a pool of specialized investigators to focus on dedicated and intensive investigation, preventative, and general law enforcement efforts.

Financial Impact

None

Citizen Impact

Continued participation in this agreement enhances the ability of the Police Department to provide the most efficient and effective police services to the public in regard to an abducted child.

Attachments

1. 26-11 Mutual Aid w-FDLE - CART (P25-0186G)
2. MAA CART_Ormond Beach Police Department

RESOLUTION NO. 2026-11

A RESOLUTION AUTHORIZING THE EXECUTION OF A VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this Agreement is being entered into pursuant to Section 23.12, *Florida Statutes* (et.seq), the Florida Mutual Aid Act, and

WHEREAS, the Florida Department of Law Enforcement has formed a multi-agency effort known as the Child Abduction Response Team ("CART") in order that member agencies may allocate resources and provide law enforcement services aimed at rescuing abducted children, and

WHEREAS, the city's professional staff believes it to be in the best interest of the health, welfare and safety of the general public that the City participate in CART as a member agency, and

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

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

SECTION ONE. The Mayor, City Manager, and Police Chief are hereby authorized and directed to execute a Voluntary Cooperation Mutual Aid Agreement between the

City and the Florida Department of Law Enforcement, a copy of said Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 3rd day of February, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2026\02-03-26\26-11 Mutual Aid w-FDLE - CART (P25-0186G).docx

VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE PARTICIPATING AGENCIES AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO FORM AN ORLANDO REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to rescue abducted children and under appropriate circumstances allocate their resources to missing/endangered children cases; and

WHEREAS, the undersigned agencies are all participants in a multi-agency effort known collectively as the **Child Abduction Response Team (CART)**; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and

WHEREAS, this agreement does not supersede or take the place of any other agreement entered into by the various members of the Child Abduction Response Team. Those agreements shall remain in full effect.

NOW THEREFORE, the Parties agree as follows:

As acknowledged by their execution of this Agreement, each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the member agencies of the Child Abduction Response Team (CART) and the Florida Department of Law Enforcement (FDLE), subject to the terms and conditions noted herein, for the purposes and goals indicated.

Additional Parties may, at the request and with the approval of FDLE and the other CART members, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to FDLE.

CART GOALS AND COOPERATION TO BE RENDERED:

The goal of the CART is to provide a pool of specialized investigators to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation, each of the CART agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law

enforcement assistance to the other in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnapping, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Nothing herein shall otherwise limit the ability of participating CART members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the CART efforts, with the operations of the CART being coordinated with FDLE and other agency members.

JURISDICTION, PROCEDURES FOR REQUESTING ASSISTANCE, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal sites of CART activity shall be the following counties: Volusia, Lake, Seminole, Orange, Osceola, Brevard, Indian River, Saint Lucie, and Martin.

When engaged in CART operations that have been approved by FDLE, as contemplated by this Agreement, CART members that do not otherwise have jurisdictional authority shall enjoy full jurisdictional authority anywhere in the State of Florida, although principally focused within the principal sites of CART activity listed herein, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement. Officers assigned to CART operations pursuant to this agreement shall be empowered to render enforcement assistance and take law enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more CART member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Team that shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required. CART members operating outside the jurisdiction of their respective Agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved CART activities as stated herein. Pursuant to Section 23.127(1), Florida Statues, employees and agents of the undersigned Agencies participating in the CART, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. The CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked that the CART, under FDLE supervision or other FDLE approved supervision, assume control of the investigation. The Parties stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the relevant agency chief executives for resolution. If at any time an FDLE supervisor or FDLE Special Agent designee(s) determines that an extra-territorial CART operation pursuant to this agreement should be terminated, said

operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No CART employee or agent shall engage in activities outside the jurisdictional territory of the CART pursuant to the authority of this Agreement that are not approved, are unreported or otherwise unknown to the FDLE supervisor and which are not documented as provided herein. FDLE supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific employees or agents provided by the Parties to this Agreement, including each operation's supervisor or designated leader. Such documentation will assist in memorializing which individuals had mutual aid authority pursuant to this Agreement for particular time periods.

After consultation with other participating CART agencies, FDLE may request that a particular employee or agent of the CART no longer be allowed to participate in furtherance of this Agreement. Upon receiving the request, the employing Agency shall promptly terminate said person's participation in the activities contemplated by this provision of the Agreement. Upon the request of a participating agency that a sworn or support member of FDLE no longer participate in the CART, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the CART. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the CART.

Whenever an operation occurs outside the territorial limits of the principal sites of CART activity as set forth herein, the Chief of Investigations for the FDLE office in the region affected shall be notified about the presence of CART personnel in his or her region. Local law enforcement in the area of operation will be notified, as appropriate.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

FORFEITURE ACTIONS ARISING FROM THIS AGREEMENT:

Forfeiture actions based upon seizures made by the CART may be pursued in either state or federal court. Actions shall be based upon current statutory and case law. Distribution of the proceeds shall be shared equally among the participating agencies, or as otherwise specified by written agreement.

PROPERTY AND EVIDENCE:

All property and evidence, including currency, seized within Florida but outside the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, shall be taken into custody, processed and documented by an FDLE Special Agent in accordance with FDLE policy relating to the handling of property, evidence and currency.

When such items are seized within the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, the items may be taken into custody, processed, documented and maintained by the lead agency, the agency with primary jurisdiction or as otherwise agreed upon.

In the event an investigation becomes a federal case or inquiry, any such property and evidence will be transferred into the custody of the Federal Bureau of Investigation or handled in accordance with their direction.

LIABILITY AND COST-RELATED ISSUES:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement. Nothing herein shall be deemed to constitute a waiver of any sovereign immunity to which any Party is entitled statutorily under Section 768.28, Florida Statutes, or based on common law or case law. Each Party shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of their participating employees.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the CART and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating Party via the Party's legally vested forfeiture funds, if otherwise authorized by law.

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts, if legally applicable, that may be determined to be payable for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds to the extent allowed by law.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein. But, for Florida law enforcement officers, in no event shall such coverage be less than the statutory waiver of sovereign immunity limits. Each Party agrees to provide the other Parties with a copy of the respective insurance or self-insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a Party maintains a self-insurance fund, such Party agrees to provide the other Parties with documentation to substantiate the existence and maintenance of such self-insurance fund. The Parties agree that federal participants will be governed by applicable federal laws concerning the above liability issues.

COMPLAINTS AGAINST CHILD ABDUCTION RESPONSE TEAM MEMBERS:

Whenever a complaint has been lodged as a result of CART efforts outside their jurisdictional boundaries pursuant to this Agreement, a designee of FDLE shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint, any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the CART participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

The Parties agree that federal agency participants will handle any complaints against their personnel while such federal personnel are involved in CART operations.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

The principal goal of the Child Abduction Response Team is the rescue of abducted children and the arrest of criminal perpetrators. An equally important goal is the successful prosecution of perpetrators. The latter requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the CART are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling CART generated cases and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from CART operations are likewise to receive coordinated support efforts from CART members. CART supervisors shall monitor the efforts of CART members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the CART to assure the expected level of support from CART members is occurring. Failure by a member of the CART to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal of the member from this Agreement.

COPY TO EACH PARTICIPATING CART MEMBER AGENCY:

When this Agreement is fully executed, a copy shall be provided to each CART member so that each member may be fully aware of the powers, limitations, and expectations applicable to CART members and operations.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Parties upon execution by the member agencies of the CART and FDLE. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.

Execution of this Agreement may be signified by properly **signing** and **dating** a separate signature page.

The original agreement and all signature pages shall be maintained by the FDLE Office of General Counsel. A copy of this agreement will also be maintained by the Special Agent in Charge for the CART region of operation.

This Agreement shall remain in full force as to all participating Parties until December 31, 2028, unless terminated in writing by FDLE as to all or separate Parties. This agreement may be renewed, amended, or extended only in writing. Any Party may withdraw from this Agreement upon providing written notice to FDLE and all other participating Parties. Any written cancellation or extension shall be maintained with the original agreement and a copy forwarded to FDLE Mutual Aid office.

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

****

For the Florida Department of Law Enforcement (FDLE):

J. Mark Glass, Commissioner
Florida Department of Law Enforcement

25FEB25
Date

Legal Review by _____ (attorney initials)

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may add or attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

****

For the Ormond Beach Police Department:

_____

Chief Jesse Godfrey
Chief of Police

_____

Date of Execution

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	February 3, 2026	**Item No**	7.C.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Collective Bargaining Agreement, International Association of Fire Fighters (IAFF), Local 3499		
Recommended Action	Staff recommends approval of the collective bargaining agreement with IAFF expiring on September 30, 2028.		
Strategic Goal	Governance - Other		
Department Staff Contact	City Manager Claire Whitley, Assistant City Manager		

Summary

This is a request for City Commission approval of a collective bargaining agreement between the City of Ormond Beach and the Ormond Beach Firefighters' Association, Local 3499 (IAFF). The proposed agreement will become effective on the date it is last executed by the respective parties and will remain in effect until September 30, 2028, or until a new agreement is reached.

Negotiations for a new contract with the IAFF began in February of 2025. Several bargaining sessions between City staff and the union were held throughout this process, after which a proposed collective bargaining agreement was presented to covered employees. Employees included in the IAFF bargaining unit voted in favor of ratifying the proposed contract.

Changes to the collective bargaining agreement, which include both operational and economic items, are detailed in the attached proposed agreement, with significant highlights summarized below:

Article 28: Wages

- Year 1: 6% increase
- Year 2: 5% increase
- Year 3: 4% increase

Pension

- Bargaining unit members hired on or after May 20, 2014, will receive a defined benefit plan with a 3% multiplier for years of service beginning on October 1, 2025.
- All bargaining unit members will be eligible for normal retirement upon the attainment of age 60; the attainment of age 55 and the completion of 10 years of credited service; or the completion of 20 years of credited service.

Financial Impact

The FY 2025-2026 wage increase, applied retroactively to October 1, 2025, is approximately $192,000 and pension changes are expected to cost $129,000 annually. These items were included in the General Fund budget of the FIre Department.

Wage increases for FY 2026-27 of $178,000 and FY 2027-28 of $151,000 will be included in the corresponding budgets.

Citizen Impact

Negotiating fair and equitable terms of employment for represented City employees through multi-year collective bargaining agreements supports continued delivery of high service levels in critical areas for our residents, businesses, and visitors.

Attachments

1. 26-13 IAFF collective bargaining (P25-0191G)
2. IAFF Agreement 2025-2028
3. IAFF Agreement 2025-2028 strike through

RESOLUTION NO. 2026-13

A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (I.A.F.F.) LOCAL 3499; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Collective Bargaining Agreement between the City and the International Association of Firefighters (I.A.F.F.) Local 3499, a copy of the Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 3rd day of February, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

FIREFIGHTERS' COLLECTIVE BARGAINING AGREEMENT

WITH THE CITY OF ORMOND BEACH

October 1, 2025 through September 30, 2028*

**subject to effective dates specified by contract*

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PREAMBLE

This agreement is entered into by the City of Ormond Beach, Florida, hereinafter referred to as the "City" and the Ormond Beach Firefighters Association, Local 3499, IAFF, hereinafter referred to as the "IAFF" for the purpose of promoting harmonious relations between the City and the IAFF, to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, hours of work, and other conditions of employment as provided by law.

ARTICLE I
RECOGNITION

1.1 The City hereby recognizes the IAFF as the exclusive bargaining representative for all matters affecting wages, hours, and working conditions as provided for in Chapter 447, Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission, in its certification No. RE-1052. Included in the unit are Firefighters, Driver Engineers, Lieutenants, and Captains. Excluded from the unit are all other ranks above Captain.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The IAFF and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the operations of all City Departments. Accordingly, the City specifically, but not by way of limitations, reserves the exclusive right to: hire, promote, and lay-off employees; discharge, demote, and suspend for just cause; rehire employees; determine the starting and quitting time and the number of hours and shifts to be worked, subject to the Hours of Work and Overtime Article; maintain the efficiency of employees, including by communication through supervisory personnel; merge, consolidate, subcontract, expand or close any department(s) or any part thereof or expand, reduce, alter, combine, assign or eliminate any positions with adequate notice, provided that the impact of any decision to merge, consolidate, or subcontract will be subject to bargaining; determine the number of employees assigned to each station or to each piece of equipment; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate, modify and implement departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or

privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

ARTICLE 3
EMPLOYEE RIGHTS

3.1 The City and the IAFF agree not to interfere with the right of any eligible employee to become a member of the IAFF, withdraw from membership from the IAFF, or refrain from becoming a member of the IAFF.

3.2 There shall be no discrimination against any employee by reason of race, creed, color, age, national origin, sex, handicap or IAFF membership or activity, or lack of IAFF membership or activity. Reference to the use of the word "he" in this Agreement is for brevity only and shall be interpreted to mean "he" or "she".

3.3 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration available under this Agreement, without representation of the IAFF. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official without the intervention of the IAFF, provided that the immediate supervisor or other Departmental Official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

3.4 In matters involving a formal grievance, the IAFF shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

ARTICLE 4
STRIKES AND LOCKOUTS

4.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, against the City, or concerted failure or refusal to perform assigned work by the employees or the IAFF and there will be no lockouts by the City for the duration of this Agreement. The IAFF supports the City fully in maintaining normal operations.

4.2 Any employee who participates in or promotes such a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to the grievance and arbitration procedure.

4.3 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

4.4 "Picket line" as used herein shall mean any action which has the effect of preventing employees from reporting to or continuing work or preventing the public from entering any public facilities.

ARTICLE 5
DUES DEDUCTION

5.1 Upon receipt by the Finance Department of a lawfully executed written authorization form (approved by the City) from an employee, the City agrees to deduct the regular IAFF dues from such employee each pay of each month and remit such deduction to the Treasurer of the IAFF on a monthly basis. The IAFF will notify the City in writing thirty (30) days prior to any change in the regular IAFF dues structure.

5.2 An employee may, at any time, revoke his IAFF dues by submitting written notice of revocation to the City with a copy to the IAFF. The City shall discontinue dues deductions only on the first pay day of each calendar month, after thirty (30) days written notification to the IAFF.

5.3 The IAFF agrees to pay the City three cents ($0.03) per member per pay period for the deduction of dues.

ARTICLE 6
PERSONNEL RECORDS

6.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided however, that such inspection shall take place off duty, or on duty with the prior permission of the Chief or designee. If permission is granted, an appointment to review the file must be made with the Human Resources Department. The file will be reviewed at the location where the official personnel file is kept. The employee shall have the right to obtain duplicate copies, consistent with the City's normal policy and payment for such copies under Public Records Act.

6.2 Employees shall have the right to file a written response to any letter of reprimand or other document, which is placed in the employee's official personnel file, subsequent to the effective date of this Agreement, as a result of supervisory action or citizen complaint. At the employee's request any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.

6.3 To the extent permitted by law and in order to protect the privacy and promote the safety of employees, the City agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number, photograph, and other statutorily exempt material without his consent.

6.4 The IAFF agrees not to directly or indirectly furnish the news media or the public with personnel records without the consent of the City and the employee thus mutually agreeing to the confidentiality of personnel records other than required by Law.

ARTICLE 7
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

7.1 When an employee temporarily works in a position that is above their normal assignment, it is referred to as “working higher class”.

7.2 There are four (4) scenarios where an employee would work higher class:

- Firefighter working as a Driver Engineer
- Driver Engineer working as a Captain
- Firefighter working as a Captain
- Captain working as a Battalion Commander

An employee who is temporarily assigned to a higher classification shall receive the higher classification pay rate, identified in Article 8, Promotions, for the period served in the higher classification. Employees working higher class to the position of Battalion Commander will receive 10%, in addition to any other applicable higher class pay.

7.3 In order to work higher class an employee must have passed a promotional exam for that position, or a similar process developed with IAFF input, determined at the City’s discretion. Educational requirements for working higher class are:

Firefighter to Driver Engineer:

- Apparatus and Pump Operator Certification (issued by the Division of State Fire Marshal; Bureau of Fire Standards and Training)
- Aerial Operations Course

Driver Engineer to Captain

- Fire Officer I Certification (if obtained prior to December 1, 2013)
- Fire Officer II Certification (if obtained on or after December 1, 2013)

Firefighter to Captain:

- Fire Officer I Certification (if obtained prior to December 1, 2013)
- Fire Officer II Certification (if obtained on or after December 1, 2013)

7.4 An employee's privilege to work higher class may be revoked for safety concerns. If an employee's higher class privilege is revoked, the process for reinstatement shall be communicated, in writing, to the affected employee.

ARTICLE 8
PROMOTIONS

8.1 The City shall provide a promotional/testing procedure (as described below) for the purpose of establishing an eligibility list for the rank of Driver Engineer in April of each odd numbered year and of Captain in April of each even numbered year. A promotional list with less than three (3) candidates is an invalid list. At the Fire Chief's discretion, the City may choose to accept the list as valid. The City agrees to fill each budgeted vacancy within sixty (60) days when a valid eligibility list exists. If there is no valid eligibility list, the City will make all reasonable efforts to provide a promotional/testing procedure for the purpose of establishing an eligibility list within one hundred eighty (180) days. The eligibility list shall be valid for two (2) years or until a subsequent eligibility list is established.

8.2 The City shall announce promotional examinations and place listed study materials in all Fire Stations at least sixty (60) days in advance of said examinations. Station libraries will be reviewed each January and updated as needed. On duty employees will be released from duty without loss of pay or benefits while attending promotional tests. Off duty employees will take the test while off duty and will not be paid.

8.3 Applicants for the position of Captain shall be given a written examination and a practical examination administrated by an outside agency or a mutually agreeable process. The practical process will consist of an

assessment center style or other mutually agreed upon methodology. The ranking of each applicant will be determined as follows:

Written Exam	25%	Of actual score; passing score of 70% is required.
Practical Exam	75%	Of actual score; employees must pass the practical examination with a total score of 70% or higher. The fire ground scenario must be passed with a score of 70% or higher.
Seniority	10 points	One-half (1/2) point per year of service up to maximum of ten (10) points for those candidates who successfully complete the promotional process.

8.4 Applicants for the position of Driver Engineer shall be given a written examination and a practical examination administrated by an outside agency or a mutually agreeable process using non-department assessors. The ranking of each applicant will be determined as follows:

Written Examination	35%	Of actual score; passing score of 70% is required.
Practical Examination	65%	Of actual score; employees must pass the practical examination with a total score of 70% or higher. The pumping scenario must be passed with a score of 70% or higher.
Seniority	10 points	One-half (1/2) point per year of service up to a maximum of ten (10) points for those candidates who successfully complete the promotional process.

8.5 To participate in a promotional exam for the rank of Driver Engineer, the employee must be a regular non-probationary employee. To

participate in a promotional exam for the rank of Captain, the employee must have either:

1) been in the position of Driver Engineer for twelve (12) months,
2) been eligible to work higher class as a Driver Engineer for twelve (12) months and be on the current promotional list for Driver Engineer, or
3) have any combination of the above for twelve (12) months.

To be eligible for promotion to the rank of Driver Engineer, the employee must possess a Pump Operator Certificate of Competency which satisfies the requirements of Florida Statutes and the rules and regulations of the Division of State Fire Marshal, and have successfully completed the State of Florida Aerial Operators course.

To be eligible for promotion to the rank of Captain, the employee must possess a Fire Officer II or higher Certificate of Competency.

It shall be the employee's responsibility to provide all required documents to the City's Human Resources Department. In the event the employee fails to provide required documentation at least 30 days prior to any promotion he wishes to be considered, he shall be deemed ineligible for that promotion.

8.6 The Candidate with the highest score shall be placed at the top of the eligibility list with the candidates with lower scores following in descending order.

After the eligibility lists are created, the Fire Chief will select one of the top three (3) candidates from the eligibility list for the position. If a

candidate is passed over more than one time, the Fire Chief shall provide the candidate with written justification for the pass-over.

8.7 The City and the IAFF will work together to provide a mock practical examination to precede the promotional exam.

8.8 Employees promoted from Firefighter to Driver Engineer will receive a 10% pay increase. Employees promoted from Driver Engineer to Captain will receive a 15% increase. Employees promoted from Firefighter to Captain will receive a 25% pay increase.

8.9 Promoted employees shall serve an active twelve (12) month probationary period in their new position for the purposes of evaluation and retention in the promoted position. Employees who do not successfully complete the probationary period will be automatically reduced to the previously-held classification and pay rate. The probationary period may be extended for up to ninety (90) days, at the discretion of the Fire Chief in the event the employee receives a rating lower that “Meets Standards” during such probationary period. The probationary period may also be extended in the event the employee is unable to work because of illness, injury, or leave of absence. Such extension shall be on a day-for-day basis for any leave usage of more than forty (40) consecutive work hours.

ARTICLE 9
ASSOCIATION REPRESENTATIVE

9.1 The IAFF shall be represented by its president or up to two (2) designated representatives in the Fire Department.

It shall be the responsibility of the IAFF to notify the City Manager and the Fire Chief in writing of any change in the designation of President or either of the two (2) designated representatives, subsequent to the execution of this Agreement.

9.2 The agenda of each regularly scheduled City Commission meeting will be made available to the IAFF or, if not available, provided upon request.

9.3 The President and two (2) members of the IAFF's negotiating committee (employees of the City) shall be permitted to attend, without loss of pay, the City commission meeting where final action is scheduled to be taken on the approval (or rejection) of this collective bargaining Agreement.

9.4 An employee representative of the IAFF, designated by the President, shall be permitted reasonable access, for a reasonable period of time, to all Departmental work locations to handle specific grievances and matters of interpretation of this Agreement. The exercise of such access rights by the Employee Representative shall not interfere with his duties or the duties of other employees.

9.5 Up to two (2) employee representatives of the IAFF who are engaged in the reopening of this contract shall be allowed to attend the negotiation sessions that occur within their normal duty hours without loss of pay or benefits. No shift swaps will be permitted after negotiations are scheduled for the employees who are engaged in negotiations.

9.6 Association meetings shall be permitted to be held at a centrally located fire station. Quarterly meetings will be scheduled, on a shift rotational basis, consisting of one (1) meeting on each date. Additional meetings will be allowed as needed, provided the permission of the Chief or his designee is obtained. The Chief and/or his designee will be invited to attend a portion of each meeting for a question and answer session. All efforts will be made to restrict meetings to no more than three (3) hours, not to include the time taken by the aforementioned question and answer session. Attendance of on duty employees will be allowed to include two (2) stations and one auxiliary unit, (i.e. ladder truck, rescue unit), if utilized by the department. Changes in unit assignments shall be allowed, at the discretion of the shift supervisor, to enable attendance. Higher class assignment changes will be allowed. However, no compensation will be provided for higher class as a result of assignment changes to accommodate attendance of association meetings. Assignment changes shall not impact operations or service.

ARTICLE 10
EMPLOYEE-MANAGEMENT RELATIONS

10.1 There shall be an Employee-Management Committee consisting of the following IAFF and Management representatives:

- Three (3) representatives of the IAFF, and
- Up to Three (3) representatives of the City.

10.2 Employee-Management Committee shall, upon request, meet on a quarterly basis on dates mutually agreed upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and departmental operations, and particular matters relative to training. IAFF representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. Such attendance during off-duty hours is voluntary. The IAFF representatives attending Committee meetings during on-duty hours will be released from duty without loss of pay or benefits.

10.3 A Policies and Procedures Committee will be jointly established and represented by the IAFF and Fire Administration for the purpose of developing, reviewing and recommending changes to the Fire Chief regarding policies and procedures. Directive approval rests with the Fire Chief. The IAFF President will have the opportunity to sign the directive indicating it has been reviewed.

10.4 The Committees shall not engage in collective bargaining or the resolution of grievances.

ARTICLE 11
SENIORITY

11.1 Seniority shall consist of continuous accumulated paid service (to include periods of authorized leave) with the Fire Department. Seniority shall be computed from the date of hire as recorded on the personnel form. Seniority shall also accumulate during absences in which the employee is receiving workers' compensation benefits as a result of an injury sustained during his employment with the City and during qualified FMLA absences. Whenever applicable, seniority in classification shall have preference. Seniority shall be utilized for the following purposes:

A. Scheduled Personal Leave for each calendar year will be scheduled in the order that Personal Leave requests are received; provided, however: 1) the department shall retain the right to disregard the order in which they were received in the event it becomes necessary to do so in order to provide adequate staffing, and 2) in the event two or more employees request the same Personal Leave period, requests submitted by a more senior (departmental seniority) member within seventy-two (72) hours of the six (6) month time frame referenced in Article 21.5 will be allocated to the senior member. Input of the leave request into the department’s staffing software program by the more senior member will imply the desire to utilize the right of seniority for this purpose, however, the shift supervisors must be notified of the change of status for the requested leave date within the same seventy-two (72) hour period. Nothing contained herein shall be interpreted as restricting the department's right to cancel all scheduled leave during any given period in the event of disaster or emergency. Employees cannot earn

overtime for the same duty hours in which they have approved Personal Leave Time.

B. In the event of a temporary vacancy (such as that caused by a scheduled Personal Leave, etc.) within the department, the Shift supervisor may fill the vacancy from on duty, or if operationally necessary, from off duty personnel.

11.2 A. In the event a reduction of line personnel occurs, (lay-off), probationary employees will be laid off first. After which the last regular employee hired into the Fire Department shall be the first employee laid off.

B. Seniority in rank will be the determining factor when a reduction in rank occurs. Lieutenants, Captains and Driver Engineers may bump an employee in a lower rank. The last employee promoted shall be the first employee demoted in the event of a reduction/lay-off, or non-disciplinary demotion. For example, if it is necessary to lay-off a Captain position, the Captain who was most recently promoted will bump the Lieutenant who was most recently promoted. In turn, the Lieutenant who has been bumped will bump the Driver Engineer who was most recently promoted. He will then bump the firefighter who was most recently hired. Employees who are reduced in rank as a result of a reduction/lay-off, or non-disciplinary demotion will be placed at the top of any future promotional list, effectively creating a list if none exists without the requirement of additional testing, so long as the employee continues to show proficiency and acceptable performance. Employees who are promoted to a formerly-held position within twelve (12) months of the reduction/lay-off, or non-disciplinary demotion will not serve a new probationary period. However, employees

promoted to a formerly-held rank more than twelve (12) months from the date of the reduction/lay-off, or non-disciplinary demotion shall serve a new promotional probationary period. The last employee reduced in rank as a result of a reduction/lay-off, or non-disciplinary demotion shall be the first employee on the eligibility list for that rank(s). In the event multiple employees are reduced in rank simultaneously, the order of placement on the promotional eligibility list for each rank shall be the order in which the affected employees were originally promoted to that rank, regardless of the employee's current rank.

C. No new employees shall be hired until the laid-off employee has been given an opportunity to return to work for a period of up to twelve (12) months from the date of lay-off. The last employee laid-off shall be the first recalled. To be eligible for recall, the employee must pass both the physical exam and the agility test mutually agreed upon. The employee will be notified by certified or registered mail of the employee's recall and must return to work within fourteen (14) calendar days. During the first seven (7) days, the employee must make arrangements to take both the physical exam and agility exam, and must pass both exams. Failure to respond to the recall notice within seven (7) days (excluding Saturdays, Sundays, and holidays), or failure to pass the physical or agility exam will result in a forfeiture of recall rights. Physical exams will be at the City's expense.

Notification of recall will be made to the employee's last known address as shown on City personnel records with a copy to the IAFF. The employee must notify the City of any change of address in order to maintain recall rights.

11.3 In the event a reduction in service occurs, including but not limited to ALS services (Paramedics) and where this certification or classification was previously considered a condition of employment, the City agrees to suspend or withdraw the condition(s). Should an employee, as a result of the above suspension or withdrawal, require additional certifications for employment, the certifications will be provided in accordance with Article 28.2. Any reduction in personnel will follow the provisions of Article 11.2.

11.4 Employees shall be allowed the opportunity to change station assignment (due to promotions, retirements, new stations, restructuring/reorganizing, transfer request, etc.) provided they meet the established qualifications for the position. Station assignment changes shall be determined by seniority in rank. When seniority in rank is tied, departmental seniority shall serve as the tie-breaker. When a vacancy exists the IAFF will provide a recommendation to management. The Fire Chief retains the right to make station assignments based on operational needs.

ARTICLE 12
PROBATIONARY PERSONNEL

12.1 All new employees of the Fire Department before being placed in an operational position shall successfully complete a mutually agreed upon agility test, similar to CPAT. Then the employee shall serve a probationary period of one (1) year, during which time they shall not be entitled to any seniority or tenure rights, but during such period new employees shall be subject to all other terms and conditions of this Agreement and applicable civil service regulations. Upon completion of said one (1) year probationary period, employees shall be known as regular employees and seniority rights and tenure shall accrue from commencement of the probationary period and shall be considered a part of such employees' seniority rights. Probationary employees are entitled to grieve but are not entitled to arbitrate under Article 17.

The probationary period may be extended by the Fire Chief or his designee up to an additional ninety (90) days provided the employee received a "conditional" or "unsatisfactory" rating during his probationary period. The probationary period may also be extended in the event the employee is unable to work because of illness, injury, or leave of absence. Such extension shall be on a day-for-day basis for any leave usage of more than forty (40) consecutive work hours.

ARTICLE 13
INTERNAL INVESTIGATIONS

13.1 At the request of any employee under investigation he shall have the right to be represented by one counsel and/or any other one representative of his choice (at his own expense) who shall be present at all times during any interrogation in which the employee is being questioned relative to alleged misconduct, that could result in disciplinary action. The person chosen must be available within seventy-two (72) hours. The employee may request a time frame extension which will be granted up to an additional seventy-two (72) hours or the employee must choose another representative or proceed without a representative.

13.2 Whenever a Fire Department Employee is subjected to an interrogation, such interrogation shall be conducted under Part VIII of Chapter 112, Florida Statutes, which may be cited as the "Firefighters' Bill of Rights". A copy of the Firefighters' Bill of Rights is attached as Appendix 1.

13.3 During investigations covered under the Firefighter Bill of Rights, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.

13.4 The City shall not discharge or discipline any Fire Department employee without just cause and due process. If, in any case, the City finds there to be just cause for suspension or discharge, the employee and the

IAFF will be notified in writing that the employee has been suspended and may be subject to discharge.

13.5 The City agrees that no adverse action will be taken against any Fire Department employee who exercises the rights provided for in this Article.

13.6 In the cases in which the City chooses to relieve an employee from duty pending an investigation or other administrative proceeding determination, the following conditions will apply:

A. The employee may be suspended with or without pay or benefits for a maximum of thirty (30) calendar days.

B. At the end of a thirty (30) calendar day period the employee shall be reinstated, terminated or disciplined. If the investigation takes longer than thirty (30) days, the suspension may be continued with the employee on normal paid status until the investigation is concluded. If no disciplinary action is taken, the employee will be reinstated and all pay and benefits restored, including the period of unpaid suspension.

C. Should disciplinary action result from the investigation, that period of time during which the employee was relieved from duty without pay will be included in the disciplinary action. In the event that an employee has been paid, the employee's accrued personal leave time or compensatory time shall be charged as a set-off, and no further personal leave time will be accrued until the employee has paid back all monies received while on suspension with pay.

ARTICLE 14
BULLETIN BOARDS

14.1 Where City bulletin boards are available, the City agrees to provide space on such bulletin boards for IAFF use. Where bulletin boards are not available, the City agrees to provide such boards.

14.2 Copies of all materials, notices and announcements shall be submitted to the Fire Chief or his designee prior to posting on the bulletin board.

14.3 No materials, notices or announcements shall be posted which contain anything of a controversial nature and which adversely reflect upon the City of Ormond Beach, its independent agencies, its elected officials, its employees or any labor organization representing its employees.

14.4 The City electronic mail shall be available for union business when the nature complies with 14.3 understanding the electronic material is public record and the property of the City of Ormond Beach. All use of City computers shall be done in accordance with the City of Ormond Beach Policy for General Computer Use.

ARTICLE 15
VOTING

15.1 For employees who choose to vote during a primary, general, or special election and are required to work during the hours the polls are open, it is the expectation that those employees will utilize either the early voting option or use an absentee ballot when and where available. When unforeseen circumstances prevent an employee from utilizing an absentee ballot or early voting option, the department will provide an opportunity to vote per 15.2.

15.2 If the employee is unable to utilize absentee or early voting, the employee will have the option to utilize a last minute shift swap. If staffing allows, the shift supervisor will make the necessary arrangements to allow the effected employee time off to vote. Accommodations for voting will not cause overtime.

ARTICLE 16
DISCIPLINARY ACTION

16.1 In the event a non-probationary employee is to be discharged, suspended, or demoted, the City agrees the employee shall be provided with written notification of the just cause basis for the discharge, suspension, or demotion and the employee will be given an opportunity to explain his actions to the Fire Chief or his designee prior to the action becoming effective. The Chief (or designee) will meet with the IAFF designee prior to a final disciplinary decision being made if requested by the IAFF. The employee will be hand delivered the Fire Chief's decision prior to its effective date or it will be sent by certified mail to the address in the Human Resource Department records. This section does not apply to probationary status on promotions, provided that an employee who has been promoted may be demoted to his prior position during his probationary status without complying with this Section.

16.2 Upon request, any employee may obtain a copy of any (written or taped) statement which the employee (personally) has given to the City or the Fire Department in connection with any investigation based upon which disciplinary action can or will be taken against the employee. At the time of such request, the employee shall, prior to copies being made, be provided an estimated cost of copy. Should the employee then choose to proceed with the copy he shall be required to pay all costs relating to the copy of the employee’s statement. In the event disciplinary action is to be taken, copies

of all documents that were considered in reaching the decision to take disciplinary action shall be provided at no cost to the affected employee(s).

16.3 In the event an employee becomes the subject of a formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or City, whichever is appropriate, shall notify the employee of the disposition of the complaint upon the conclusion of the formal investigation.

ARTICLE 17
GRIEVANCE AND ARBITRATION PROCEDURE

17.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

On any issue that could be heard by the Human Resources Board and is also subject to this Article, the employee shall elect which procedure to follow. The election of the Human Resources Board procedure will be considered a conclusive waiver of the grievance and arbitration procedure, and vice versa. An "issue" under this Section means an issue arising out of a single occurrence or set of events.

17.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall be considered denied. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, his grievance shall be considered conclusively abandoned. Any resolution of an oral grievance under Step I or a written grievance under Step II must be approved by Fire Chief or his designee before it becomes effective. If not approved, then the grievance can be appealed to Step III.

17.3 Grievances shall be presented in the following manner:

Step I. The employee shall first present the grievance to the employee's immediate supervisor within ten (10) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the employee was on Personal Leave Time, or other compensated leave, the ten (10) day period shall commence running immediately upon the employee's return from such compensated leave. The first step between the employee and their immediate supervisor shall be on an informal and oral basis, and shall not involve the IAFF or any other representative of the employee, unless requested by the employee. The immediate supervisor shall, within five (5) days after presentation of the grievance, render a decision. Written documentation of the Step shall be retained and forwarded to the shift supervisor by the immediate supervisor.

Step II. Any grievance which cannot be satisfactorily settled with the employee's immediate supervisor shall be reduced to writing by the employee and shall next be presented to the shift supervisor within twenty (20) days of the occurrence of events which gave

rise to the grievance or from the date the employee becomes knowledgeable. The grievance will identify the Article(s) and Section(s) of the contract claimed to be violated, a factual basis for the grievance, and the relief sought. Within five (5) days after presentation of the grievance, the shift supervisor shall render the decision on the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step III. Any grievance which cannot be satisfactorily settled with the shift supervisor shall be reduced to writing by the employee and shall next be presented to the Deputy Chief. Such grievance shall be presented to the Deputy Chief in writing, within five (5) days of the date of completion of Step II or within five (5) days after the date that the answer was due under Step II. Within five (5) days after presentation of the grievance, the Deputy Chief shall render the decision on the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step IV. Any grievance which cannot be satisfactorily settled with the Deputy Chief shall next be presented to the Fire Chief. Such grievance shall be presented to the Fire Chief in writing, within five (5) days of the date of

completion of Step III or within five (5) days after the date that the answer was due under Step III. All discharge, suspension and demotion grievances shall begin at Step IV and must be filed within seven (7) days of the discharge, suspension or demotion. Within five (5) days after presentation of the grievance, the Fire Chief shall render the decision on the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step V. Any grievance which cannot be satisfactorily settled with the Fire Chief may be appealed to the City Manager, or designee, either through a representative of the IAFF and the employee, or by the employee individually at the employee's option. The grievance as specified in writing in Step II, may be discussed by and between the employee and/or the representative of the IAFF and the City Manager or designee, within five (5) days after the completion of Step IV or within five (5) days after the date that the answer was due under Step IV. The City Manager or designee shall within seven (7) days after submittal (or such longer period of time as is mutually agreed upon in writing) render the decision in writing with a copy to the IAFF.

Step VI. ARBITRATION. In the event a grievance processed through the grievance procedure has not been resolved in Step V, the IAFF may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager or designee renders a written decision on the grievance or within fifteen (15) days after the date that the answer was due under Step V. A copy of the letter requesting arbitration must be provided to the other party. Either party may within the fifteen (15) day period, request the Federal Mediation and Conciliation Services to furnish a panel of seven (7) names from which each party shall have the option within five (5) days of receipt of striking three (3) names in alternating fashion, thus leaving the seventh (7^{th}) which will give a neutral or impartial arbitrator. The party requesting arbitration shall have the first strike.

17.4 The City and the IAFF shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, hereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance, the arbitrator shall base his/her decision on the written grievance as presented in Step II of the grievance procedure.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part

thereof or amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. To the extent such rules are not inconsistent with this Article, the arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the Federal Mediation and Conciliation Services.

17.5 Each party shall bear the expense of its own witnesses and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fees, if any, shall be borne by the non-prevailing party, as determined by the arbitrator. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties request or obtain a copy of the transcript.

17.6 Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days after the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

17.7 When a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the IAFF and the City, such grievance shall be presented by the IAFF's Representative, by requesting a conference in writing with the Fire Chief within ten (10) days of having knowledge, or reasonably should

have knowledge of the occurrence of the event(s). At this conference, the IAFF shall identify the issues and the remedy sought. If the grievance is not resolved within (10) days of the request for conference (whether or not a conference is actually held) the grievance shall be filed in writing on the official grievance form and be submitted at Step IV. The time limits provided in this section may be extended by mutual written consent. Where it is applicable to a number of employees, the employee(s) for whom relief is sought shall be identified in the grievance by name, rank or class of employees.

17.8 Days as used in this Agreement means any day City Hall is open for normal business.

17.9 Consistent with the provisions of the Florida Public Employees Relation Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Commission for funding of the Agreement. Accordingly, and not withstanding any other provision of this Agreement except Section 17.5, the arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause, the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Commission for the funding of this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

ARTICLE 18
TRAINING

18.1 The City agrees to make a good faith effort to promote on-the-job training for the purpose of improving the performance of employees, aiding employees to equip them for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public. When the best interest of the City is served by employees taking seminars, courses, or acquiring or maintaining certifications, the City Manager or designee may approve the City's payment of such seminars, courses, and certifications.

18.2 The City will provide bi-annual EMT and paramedic re-certification classes (BLS, ACLS and any certification(s) required by the Volusia County Medical Director or his designee) to permit employees who are EMT certified or who are selected by the Fire Chief to fill a paramedic position to attend while on duty. If an employee, for any reason, does not attend the City-provided course(s), re-certification for EMT or paramedic will be at his/her own time and expense. For any other certification or re-certifications required as a condition of the employee keeping his or her current position, the provisions of 18.4 will apply. This does not include any driver's license requirements. Maintenance of any other certifications with the exception of the EMT or paramedic certifications and those required as a condition of an employee keeping his or her current position and any certifications which are utilized by the department will be at the employee's time and expense.

18.3 If a bargaining unit employee, who holds an instructor credential for any EMS or fire certification (BLS, ACLS, PHTLS, BTLS, ITLS, PALS, PEPP, TECC, TCCC, SAVE, Stop the Bleed) is utilized by the City to provide this training, the City must meet all the requirements of the certifying organization for said certification.

18.4 When the City requires an employee to attend training for specialized techniques, the City will make every reasonable effort to facilitate the employee attending such training during his normal working hours. In the event the City is unable to schedule the employee to attend such training during his normal working hours, the employee may be required to attend such training during his off-duty hours; provided however, that the time spent by the employee in such training during his off-duty hours shall be compensated at the appropriate rate only for hours actually spent in class plus necessary travel time to and from class. Upon completion of class, the employee must return to work at the end of the class.

18.5 If an employee is required to attend out of town training classes which require an overnight stay, and the employee is scheduled to work the twenty-four (24) hour shift on the day before the training class begins, the employee will be relieved from duty no later than 7:00 p.m. on the night preceding when the training class begins. If the class lasts for two days or more, the employee will not be required to return to work until the training classes have been completed. If, for example, a class is scheduled in Ocala on Monday through Friday for two consecutive weeks and the employee is

scheduled to work the intervening Saturday or Sunday, he will not be required to work on that date. If the employee is scheduled to work on the day following the completion of his training class, the employee will be relieved from duty until 7:00 p.m. on the date that he is normally scheduled to return to work. If the employee is not scheduled to work on the date following the conclusion of training class, he will return to work at his regularly scheduled time on his next regularly scheduled shift. For pay purposes, an employee will be treated as if he is working his regularly scheduled shifts during the time that he attends training classes. It is the intent of this section that employees not lose any pay nor receive any additional pay as a result of attending training classes.

18.6 A physical fitness/wellness training program will be jointly designed by the City and the IAFF. Once mutually agreed upon, such program will become mandatory.

ARTICLE 19
LEAVE OF ABSENCE

19.1 The Fire Chief may grant any employee a leave of absence without pay for a period not to exceed thirty (30) days. Leave of absence without pay for a period in excess of thirty (30) days but not more than six (6) months may be granted only upon the written approval of the City Manager. Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee. Holidays, Personal Leave Time, and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay; provided, however, that if permitted by the Firefighters' Pension Plan, the employee may maintain his retirement credit by paying both his and the City's share of the Firefighters' Pension Plan contributions and further that the employee may maintain his health insurance coverage by paying the total cost of his group insurance premium. Longevity increases, and merit increases, and any other increases for which an employee may become eligible based on whole or in part on length of service with the City shall not be credited during any leave of absence without pay. An employee shall return from leave of absence to the same salary grade as at the time of commencement of leave of absence.

19.2 Any employee covered hereunder may be granted educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined by the City Manager or his designee. Request for such educational leave must be

approved in advance by the City Manager or his designee. The decision of whether or not to grant such educational leave and the determination as to the degree of compensation, if any, and the provision of benefits, if any, shall be in the sole discretion of the City Manager or his designee.

If an employee is granted educational leave with full pay, the employee shall also be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. The entitlement to benefits, if any, for employees on partially compensated or uncompensated educational leave shall be determined by, and in the sole and exclusive discretion of, the City Manager or his designee.

19.3 An employee who is a member of the National Guard or an organized military reserve unit of the United States will be granted leave of absence in accordance with Florida Statutes §115.07 and City policy.

19.4 In the event an employee is granted a leave of absence, whether paid or unpaid, the employee shall promptly return to work upon termination of the leave. Absent extenuating circumstances beyond the control of the employee, when neither the employee nor someone acting on his behalf contacts the City, failure to return to work shall automatically be construed as resignation by the employee.

19.5 Employees qualifying for leave under the Family and Medical Leave Act (FMLA) will be entitled to such leave pursuant to the Family and Medical Leave Act and City policy.

19.6 Employees who are on a leave of absence under any of the provisions of this Article shall not be entitled to work for the City for any reason unless called in to work in an emergency situation by the Fire Chief and/or the City Manager, or their respective designees.

ARTICLE 20
HOLIDAYS

20.1 The City will recognize the following holidays for employees:

New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
One (1) floating holiday, as designated by the City

20.2 If a holiday falls on an employee's off duty day, he shall receive 11.2 hours holiday pay at his regular straight time rate of pay or have a shift (24) hours added to Compensatory Leave Time, at the employee's discretion. Such compensatory time, if paid at termination of employment shall be equal to 11.2 hours pay for each 24 hours of compensatory leave for such holidays.

20.3 If an employee is required to work on one of the designated holidays, he shall receive payment at his regular rate of pay for all hours worked. In addition to his regular rate of pay, the employee shall receive 11.2

hours holiday pay at his regular straight time rate of pay or have a shift (24) hours added to Compensatory Leave Time, at the employee's discretion.

20.4 A day of holiday pay is equal to eleven and two-tenths hours (11.2) pay or 24 hours of compensatory leave per Article 20.2 for such holidays. Such compensatory time, if paid at termination of employment shall be equal to 11.2 hours pay for each 24 hours of compensatory leave for such holidays.

ARTICLE 21
PERSONAL LEAVE TIME

21.1 Every employee shall be eligible to use paid Personal Leave Time after completing six (6) months of employment. Employees shall start to earn Personal Leave Time as of their date of appointment as a Probationary Firefighter.

21.2 Scheduled personal leave time availability is limited to two (2) bargaining unit employees being off simultaneously.

21.3 All scheduled leave requests will be considered in the date/time order they were originated in the department's staffing software program on a first come, first serve basis. Exception: Seniority rights enacted in accordance with Article 11.1A (Seniority).

21.4 Following completion of 6 months as a firefighter, Personal Leave Time may be used as earned, provided the employee makes an appropriate request in the department's staffing software program at least 24 hours in advance for leave of one (1) shift or part of a shift. The Fire Chief or his designee shall determine the time Personal Leave Time may be taken and the methodology by which such leave may be requested. Such scheduled Personal Leave Time will be considered as "time worked" for the purposes of computing time worked for overtime purposes under Article 22.

21.5 Scheduled personal leave requests must be a minimum of four (4) hours. Scheduled personal leave requests of twelve (12) hours or greater can be submitted six (6) months in advance, other increments of Personal Leave requests, less than twelve (12) hours, can be submitted five (5) months in advance. Training, Military and Family Medical Leave requests can be submitted three (3) months in advance and will count towards the leave time availability as per Article 21.2. All Military deployments, FMLA, Workers' compensation and leave expected to or lasting more than nine (9) consecutive regularly scheduled shifts shall result in the employee being taken off the operational roster for leave purposes.

21.6 Employees shall be permitted to use scheduled personal leave without advanced approval when the following conditions are met:

- Employee or approved swap coverage arrives at duty assignment
- Sufficient personnel are on-duty to allow requested Personal Leave without creating overtime
- Replacement staffing has arrived at duty location
- Compensatory time shall be used first for this leave.

21.7 In the event of an unforeseen emergency, such as personal illness or family illness, no advance approval for the use of Personal Leave Time will be required. In order to maintain service, all bargaining unit members agree that unscheduled Personal Leave Time will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave Time. If the use of unscheduled personal leave

due to an emergency creates a need for overtime, the employee whose use of the leave creates such need shall be charged with a minimum of four (4) hours leave. Employees shall notify management of an absence prior to the start of any scheduled shift. No doctor's certificate or any other proof of illness will be required under this section; provided, however, that if the City believes the use of unscheduled Personal Leave Time is being abused, the City will so advise the IAFF and the employee of the perceived abuse. If there is a dispute of whether there was abuse, that issue is subject to Article 17. If the abuse continues, the City reserves the right, upon two (2) weeks notice, to refuse to permit the abusing employee to charge leave to Personal Leave Time and any subsequent unscheduled leave for the following six (6) months will be taken without pay. For the second and any subsequent offense, the abusing employee shall also be subject to such progressive discipline as the Fire Chief, or his designee, determines appropriate. Unscheduled Personal Leave Time is leave that is not approved in advance in accordance with Section 21.4 and will not be considered as "time worked" for purposes of computing time worked for overtime purposes under Article 22.

21.8 Scheduled leave requests may be canceled up to three (3) weeks prior to the requested leave. All scheduled leave cancellations inside of three (3) weeks from the original requested date will be submitted to the shift supervisor and must be received at least twenty-four (24) hours in advance of the scheduled leave to be canceled. Cancellation requests inside of three (3) weeks from the requested leave will be honored if they eliminate the need for overtime or there is a leave request pending for the overlapping time period with confirmed proper notification and acceptance of/from the

pending leave holder. Any pending leave honored as a result of said cancellation would not eliminate any savings in overtime as a result of the cancellation.

21.9 An employee may request his/her scheduled Personal Leave Time pay of 48 hours (2 shifts) or more in advance of his/her scheduled leave by submitting a written request to the City Finance Department office at least two (2) weeks prior to starting the scheduled leave, after approval of the Fire Chief or his designee.

21.10 Personal Leave banks cannot exceed 756 hours as of the employee's anniversary date. Hours in excess of 756 at the employee's anniversary date and every anniversary date thereafter will be automatically forfeited. Exceptions to this automatic forfeiture include unique circumstances approved in advance by the Chief and Human Resources Director.

21.11 Personal Leave Time shall accrue at the following rates for each full calendar month of service:

1st year of employment with City	Eleven (11) hours per month
2nd year thru 4th year of employment with City	Fourteen (14) hours per month
5th year thru 9th year of employment with City	Nineteen (19) hours per month
10th year thru 14th year of employment with City	Twenty-two (22) hours per month
15th year thru 19th year of employment with City	Twenty-five (25) hours per month
20th year thru 24th year of employment with City	Twenty-eight (28) hours per month
25th year and thereafter of employment with City	Thirty-three (33) hours per month

Personal Leave Time may not be used prior to accrual.

21.12 Any bargaining unit member with a minimum balance of 336 Personal Leave hours as of the employee's anniversary date may request a lump-sum payout of Personal Leave hours not to exceed 150 hours. Qualifying employees will receive notification of such before their anniversary date. Employees desiring to receive a payout of Personal Leave hours must submit the request form to the Finance department at least two (2) weeks in advance of their anniversary date. Every attempt will be made to process such payment with the payroll which includes the employee's anniversary date. This payment will be calculated at the hourly rate in effect on the employee's anniversary date. All hours paid under this section will be deducted from the employee's Personal Leave bank on the date of payment.

21.13 Upon separation from the City, any bargaining unit employee with hours remaining in their Personal Leave bank and/or Compensatory bank will receive a lump-sum payment of the total hours remaining. The maximum amount of Personal Leave hours eligible for payout is 1,152. In the event of death, the employee's estate or the employee's designated

beneficiary shall be entitled to a lump-sum payment of all accrued Personal Leave hours up to 1,152 and any remaining Compensatory hours.

21.14 Employees who are on leave under this article shall not be entitled to work for the City for any reason on the leave day unless called in to work in an emergency situation, by the Fire Chief and/or the City Manager, or their respective designees.

ARTICLE 22
HOURS OF WORK AND OVERTIME

22.1 The following provisions shall govern hours of work and overtime.

A. Two hundred sixteen (216) or two hundred forty (240) hours of work during a twenty-eight (28) consecutive day period will constitute a normal work cycle. Nothing herein shall guarantee an employee payment for any hours in a normal work cycle unless the employee actually works the hours.

B. Hours worked in excess of two hundred twelve (212) hours in a normal work cycle shall be compensated at the rate of time and one-half (1½) the employee's regular straight time rate or an accrual of compensatory time equal to one and one-half (1½) the employee's straight time worked in excess of two hundred twelve (212) hours at the employee's choice. Compensatory accrual banks shall not exceed two hundred forty (240) hours. Such compensatory time shall be used prior to Scheduled Personal Leave or may be used in place of unscheduled personal leave if it does not cause overtime. A normal work cycle will begin on a Saturday at 7:00 a.m. and end on a Saturday 28 days later at 7:00 a.m. For purposes of computing hours worked, jury duty, paid FMLA, compensatory time and scheduled Personal Leave Time under Section 21.4 shall be considered as "time worked" for overtime purposes. Unscheduled Personal Leave Time under Section 21.7 and all other hours not worked, whether paid or unpaid, will not be considered as "time worked" for overtime purposes.

C. If an employee covered by this Agreement is called in to work at a time outside the employee's normal working hours, the employee shall receive a minimum of two (2) hours pay at the rate of time and one-half (1½) the employee's regular straight time rate plus any applicable higher class pay and may be required by the Chief or his designee to remain on duty for a minimum of two (2) hours. If the employee is permitted to go home and is then called in again during the two (2) hour period, the employee shall not receive any other compensation. If an employee covered by this Agreement is required to work additional hours which are contiguous with the employee's scheduled work hours, only the hours worked which are additional to the scheduled hours will be compensated at time and one-half in accordance with and subject to, Section 22.1 (B) of this Article.

D. No Supervisor or official shall take any action to cause the non-payment of time and one-half in circumstances in which an employee covered by this Agreement has been directed by a person in a supervisory position of Shift supervisor and above, to perform work which entitles the employee to payment of time and one-half. In the absence of the Shift supervisor, or a person of higher rank, the senior ranking officer on duty shall have authority to direct the performance of work by the lower ranking employee.

E. Any employee who, in the exercise of the employee's official duties, is ordered or required by the City to appear before any person or agency on one of the employee's regular days off, shall receive a minimum of four (4) hours' pay at the rate of time and one-half the employee's regular rate. All per diem compensation received by the employee for the appearance shall, upon receipt, be turned over to the City.

F. If the City Manager determines that civil emergency conditions exist, including riots, civil disorders, severe storm conditions, or what is judged by the City Manager to be some other public danger or emergency, the City Manager may suspend provisions of this Agreement for the duration of the declared emergency, provided, that the wage rates and monetary fringe benefits shall not be suspended.

G. Shift swaps will be limited to 432 hours per person per fiscal year. Shift swaps for approved training and/or military leave will not count toward the 432 hour maximum. Shift swaps may not be approved during pre-designated training events or other special events at the Fire Chief's discretion. Swaps may be requested with no advance notice. If the request is submitted with less than 24 hours' notice, shift supervisor approval, based on the following parameters is required:

- Pre-designated and/or mandatory training sessions or other special events have not been announced.
- The requested shift swap will not cause additional overtime.
- The requested shift swap will not cause personnel not involved with the shift swap to change stations unless the employee making the request gets approval from all employees being affected and shift supervisor.

Swaps will be permitted between individuals of the same rank as well as:

- A driver engineer or firefighter, who is qualified to work higher classification as an officer, may swap with an officer provided that no more than two (2) officers of the shift that he/she would work are working out of class.
- A firefighter, who is qualified to work higher classification as a driver engineer, may swap with a driver engineer.

Payback will be the sole responsibility of the individuals requesting the swap. Higher classification service as a result of a swap will not be compensated. Where employees swap, and the employee working is temporarily assigned to a higher classification, the temporarily assigned employee will be paid the rate of a higher classification in accordance with Article 7, Section 7.2.

H. In no case shall an employee be absent for any period exceeding fourteen (14) consecutive days while on any combination of personal leave and/or shift swaps without leaving a contact number or call back methodology for emergencies that have been declared by the City. The only exception to this section will be employees who are absent due to a Workers' Compensation injury or employees utilizing qualified FMLA Leave and disability leave. Employees who have been denied leave usage will receive prompt written notice of the reason for the denial.

I. When overtime is needed the City will determine the position/rank to be called based on the ability to provide the service. The City maintains the right to not fill vacancies.

J. No overtime shall be mandated without exhausting the call out list of those eligible to work in the rank for the needed position. Members may be held over to insure response capability until the position can be filled. Before mandating someone, all ranks will be exhausted if an available position is open.

ARTICLE 23
UNIFORM, CLOTHING, AND EQUIPMENT

23.1 The City will provide uniforms when the wearing of a uniform is required by the City. The City will provide each employee with an allowance of ten ($10.00) dollars per month for the purpose of the upkeep of uniforms. The City will maintain the current washers and dryers at each station and will supply the necessary cleaning solutions to clean these uniforms and/or linens.

23.2 The employee will be responsible for the uniforms, protective equipment, flashlights, badges, pagers and other equipment provided by the City. If any equipment or uniforms supplied by the City are lost, the employee will be charged for the replacement cost of the lost equipment or uniforms, unless the loss occurs at an emergency scene or in the line of duty. Upon termination of employment, the employee must return all issued equipment and uniforms prior to receiving the employee's final paycheck.

The replacement cost of any equipment or uniforms not so returned to the City will, to the extent permitted by law, be deducted from the employee's final paycheck.

23.3 The City agrees to have each City vehicle inspected by a qualified mechanic on no less than a quarterly basis.

23.4 The City will make every reasonable effort to provide a safe working place and issue the proper safety equipment and tools in order to

enhance the safety and welfare of all employees. The City shall allow the use of personally purchased equipment if NFPA compliant with prior department approval. Replacement costs will be at the employee's expense.

23.5 The City will provide employees an annual footwear allowance of $150.00 payable on the first paycheck in October. Such footwear must be worn on the job. Additional reimbursement beyond the annual allowance will be determined on a case by case basis by the Fire Chief and Human Resource Director. Employees must provide a receipt indicating the date of the last purchase made along with a written request for additional reimbursement.

ARTICLE 24
WORKERS' COMPENSATION

24.1 The City will provide benefits in accordance with the provisions of Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code.

24.2 An employee covered hereunder who is temporarily disabled in the line of duty shall receive a combination of workers' compensation pay & paid disability leave, consisting of full pay and benefits for the period of his disability, subject, however, to compliance with all of the following conditions:

A. The disability involved must have resulted from an injury or an illness sustained within the line of duty as described in Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code. The City's determination of whether the disability involved is of the foregoing nature shall be based solely on the final determination made by the State Department of Labor and Employment Security's Division of Workers' Compensation, and/or the courts, pursuant to the provisions of Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code. Any benefits will be determined in strict accordance with Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code.

B. The City Manager or his designee, in his sole discretion, may utilize the services of a physician to determine whether any employee claiming disability is physically and/or mentally able to continue working or to return to work. The employee claiming disability may request a second

opinion of employees' choice of network providers at City's expense within fourteen (14) calendar days after receiving the opinion of the first physician.

C. Paid disability leave shall not exceed one thousand eight (1008) hours for any one injury. If, as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the one thousand eight (1008) hours, the employee may petition the City to allow the employee to be carried in pay status beyond the one thousand eight (1008) hours. Upon receipt of such a petition, the City shall convene a panel comprised of the Fire Chief, the physician designated pursuant to Paragraph B above, and the City Human Resources Director, which panel shall make a recommendation to the City Manager as to the proper disposition of the employee's position petition. If the City Manager decides not to permit the employee to continue in pay status beyond the one thousand eight (1008) hours, the employee shall, after utilizing the employee's accrued annual Personal Leave Time and the employee's Sick Leave Bank, revert to normal workers' compensation benefits. If an employee is unable to perform the employee's regular duties as a firefighter, but is released by the physician to perform light duties, the City shall have the right to utilize this employee in any department within the City. Employees who are on leave under this Article shall not be entitled to work for the City for any reason unless called in to work in an emergency situation, by the Fire Chief and/or the City Manager, or their respective designees. If a physician determines an employee claiming disability is unable to ever perform the essential functions of their position, the one thousand eight (1008) hour provision will be terminated unless the employee requests a second opinion within fourteen (14) calendar days pursuant to provision 24.2

B above. If the second opinion agrees with the first, then this provision will be terminated.

24.3 At the request of the Fire Chief, the City Manager may direct any disabled or ill employee as previously defined herein, and covered hereunder to submit to a physical and/or mental examination conducted by a physician designated pursuant to Section 24.2, Paragraph B, above. The sole purpose of such examination shall be to determine whether the employee has a physical and/or mental disability which impairs the employee's effectiveness as a firefighter, limits the employee's ability to perform assigned duties or makes the continuation of the employee in the present position a danger to the employee, the public or other department employees. In the event the City Manager, in consultation with the Fire Chief and the designated physician, determines that any (job related or non-job related) disability does exist, the following action shall be taken:

A. If the designated physician determines that the disability can be corrected, the employee shall be allowed a reasonable period of time to have it corrected. During this period of time, and after consulting with the Fire Chief, the City Manager, in his discretion, may permit the employee to continue with the employee's normal duties, reassign the employee to other duties with the City or the Department, provide reasonable accommodations to the employee, or temporarily remove the employee from City service. If the employee is temporarily removed from City service during the period of time reasonable for the correction of his disability, the employee may utilize the employee's Personal Leave Time or Sick Leave Bank under Article 21, Section 21.9, available workers' compensation benefits or leave without pay

for the correctional period. However, if the employee fails to take the necessary steps to have the disability corrected within the reasonable period of time, the employee may be subject to dismissal from City service.

B. If, in the opinion of the designated physician, the disability cannot be corrected, and after consultation with the employee it is determined by the City that the employee, with or without reasonable accommodation, cannot perform the essential functions of the job, the City Manager, in consultation with the Fire Chief and the employee involved, shall attempt to place the employee in another City position which, in the City Manager's discretion, the employee can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the employee or place the employee in a position which, in the City Manager's discretion, need not be filled. If the City Manager determines that the employee cannot successfully be placed in another position, or if the City Manager in consultation with the department head involved, determines that the employee, once placed in another position, is unable to perform satisfactorily in that position, the City shall separate the employee from the City's service either through retirement, if available under the City retirement system, or through dismissal.

24.4 The City has the right to choose any physician for treatment of on-the-job injuries, subject to the limitations of Section 440.13, Florida Statutes, and Chapter 38F, Florida Administrative Code

24.5 No Provisions hereunder are intended to affect the employee's rights to apply for or receive in line of duty, disability, or any vested pension benefits that they may otherwise be entitled to.

ARTICLE 25
AUTHORIZED USE OF PRIVATE AUTOMOBILES

25.1 Any employee required to use his private automobile in the performance of his official City duties will be compensated at the rate established by Chapter 112, Florida Statutes.

ARTICLE 26
LEGAL BENEFITS

26.1 The City will defend employees against any legal actions taken against them as a result of their actions while acting in the scope of their employment (i.e., in the line of duty), unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and will initiate any proper and appropriate counter-suits in accordance with Chapter 111.07, Florida Statutes. A committee consisting of the City Manager, City Attorney, Fire Chief, and Human Resources Director will meet with the employee and his supervisor prior to determining if the employee's actions for which defense is sought were within the scope of their employment with the City.

26.2 The City agrees to indemnify all employees against any final judgment, including damages, costs and attorney's fees, arising from a complaint for damages or injury suffered as a result of any act or omission of action of any employee, in a civil or civil rights lawsuit described in Section 26.1 in accordance with Chapter 111.071, Florida Statutes. If the civil action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of Section 768.28, Florida Statutes, governing payment shall apply in accordance with Chapter 111.071, Florida Statutes. If the action is a civil rights action arising under 42 U.S.C.§. 1983, or similar federal statutes, payments for the full amount of the judgment shall be made unless the employee has been determined in the final judgment to have caused the harm intentionally in accordance with Chapter 111.071, Florida Statutes. A

committee consisting of the City Manager, City Attorney, Fire Chief, and Human Resources Director will meet with the employee and his supervisor prior to determining if the employee's actions for which defense is sought were within the scope of their employment with the City.

ARTICLE 27
INSURANCE

27.1 The City agrees to maintain a hospitalization/dental insurance program. Employees will be provided the base program at City's expense. Dependents' cost and/or any cost above the base program will be provided by the employee.

27.2 Eligibility for hospitalization/dental insurance coverage under the City's plan shall begin the first of the month following thirty (30) days of employment. The City will make a good faith effort to maintain or exceed current levels of coverage. The City will also make a good faith effort to maintain low cost dependent coverage. In order to attempt to achieve this purpose, the City agrees to provide notice to the IAFF of the plans and plan design being considered by the City; and the IAFF shall be provided the opportunity to provide timely input for the City’s consideration. For purposes of the grievance procedure, the IAFF will be deemed to have knowledge of the proposed plans on the date the plans are presented to the City Commission for approval.

ARTICLE 28
WAGES

28.1 Upon ratification of this Agreement by both parties, current bargaining unit employees shall receive wage adjustments as follows. Increases will be applied retroactively to October 1, 2025, provided the union ratifies the agreement no later than January 30, 2025. Changes to any other section of this article are effective in the payroll period following ratification.

A. Employees shall receive a 6% increase for the fiscal year beginning October 1, 2025, and ending September 30, 2026.

B. Employees shall receive a 5% increase for the fiscal year beginning October 1, 2026, and ending September 30, 2027.

C. Employees shall receive a 4% increase for the fiscal year beginning October 1, 2027, and ending September 30, 2028.

28.2 Certifications and/or position assignments are designed to enhance the service level to the community. Employees will receive an increase above their base rate of pay in the amount of twenty-five (25) cents per hour for each additional certification or position assignment listed below; employees shall be limited to four (4) certifications/position assignments per year.

(a) State Certified Fire Safety Inspector I or II

(Employees will be compensated for holding only one certification level)

(b) State Certified Fire Service Instructor I, II, or III (Employees will be compensated for holding only one certification level)

(c) State Certified Fire Officer I or II (Employees will be compensated for holding only one certification level). Promotion to officer rank will result in elimination of this certification pay.

(d) State Certified Fire Officer III or IV (Employees will be compensated for holding only one certification level)

(e) Completing all NFPA 1670 certifications at the technician level. (Employees completing two NFPA 1670 certifications at the technician level will receive ½ of the increase amount stated above.)

(f) State Certified Fire Apparatus and Pump Operator Promotion to Driver Engineer rank will result in elimination of this certification pay

(g) One (1) National Fire Academy Residence Course (80 hours)

(h) Twenty (20) Fire Science or EMS degree semester hours

(i) State Certified “Live Fire Training” Instructor (LFT) I or II (Employees will be compensated for holding only one certification level)

(j) State Certified Fire Investigation I or II

(Employees will be compensated for holding only one certification level)

(k) Fire and Life Safety Education

(l) State certified Prescribed Fire Training

(m) Pre-approved classes or series of classes of like hours and complexity that provide value to the Department and Community will be considered by the Chief or his designee.

(n) Any EMS Instructor Credential (BLS, ACLS, PHTLS, BTLS, ITLS, PALS, PEPP, TECC, TCCC, SAVE, Stop the Bleed) or any others approved by the Chief or his designee. (Employees will be compensated for holding only one instructor credential.)

Position Assignments: Assignments will be reviewed every 24 months, or upon need, for possible rotation.

- EMS Quality Assurance officer (Limit 1 per shift)
- SCBA Officer: appropriate training and department utilization (one position available)
- Communications Technician/Liaison: Department assignment and utilization (one communications equipment technician and one dispatch liaison position available)
- Fire Explorer Coordinator (one position available)

- CPR Coordinator: Instructor Trainer certification and department utilization. This assignment is in addition to certification (n) above. (one position available)
- EMS Supply Coordinator: Department utilization (one position available)
- Department Quartermaster: Department utilization (one position available)
- Pre-Plan Coordinator (one position available)

28.3 The EMT and/or EMT-P certification is considered a condition of continued employment provided these services continue to be offered by the department. In addition to the above incentives, employees who are so certified by the State of Florida as a paramedic pursuant to Part III, Chapter 401, Florida Statutes, and cleared by the Volusia County Medical Director, shall receive ten thousand ($10,000) dollars per year as incentive pay ($3.4340 per hour above the employee's base hourly rate). Re-certification and any continuing education training that is required of these employees by the City, State or by the Medical Director shall be provided by the City at the City's expense. Should the paramedic fail to attend the City-provided training, the employee shall attend at his or her own time and expense. The determination of the number of authorized paramedic positions shall be in the sole and exclusive discretion of the City after discussion and review at a scheduled Labor/Management meeting.

28.4 Employees who are a part of the City's Special Response Team (SRT) will receive a 2.5% increase over their base rate (two positions available).

28.5 It is the employees' responsibility to notify Fire Administration and provide appropriate documentation when they believe they are eligible to receive incentive pay. All incentive pay will become effective upon approval by Fire Administration.

ARTICLE 29

DRUGS AND ALCOHOL

29.1 All members of the bargaining unit shall be subject to the City's Drug Free Work Place Policy, Administrative Policy #59.

ARTICLE 30
SEVERABILITY CLAUSE

30.1 If any provision of this Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other provisions and parts of this Agreement shall remain in full force and effect for the duration of this Agreement.

30.2 If any Article is rendered or declared invalid it shall be re-negotiated within sixty (60) days.

ARTICLE 31

PROHIBITION AGAINST REOPENING NEGOTIATIONS

31.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement. Neither party shall be permitted to re-open or re-negotiate this Agreement or any part of this Agreement, except as provided for herein.

ARTICLE 32
EDUCATION

32.1 All members of the bargaining unit will be entitled to education benefits according to the City's Education/Training Reimbursement Policy, Administrative Policy #58.

ARTICLE 33
BEREAVEMENT LEAVE

33.1 In the event of a death in an employee's immediate family, the employee shall be granted two (2) shifts off with pay. If the death requires out of state travel, one additional shift will be allowed. These days will not be charged against any other leave time and will not be considered as "time worked". The employee will be required to show proof of the death (obituary notice or other acceptable form of proof) and proof of out-of-state travel if utilized (plane ticket, gas slips, other acceptable form of proof). Bereavement leave must be used beginning on the shift following the death unless an alternative time frame is approved by the department.

33.2 For the purpose of this Article, immediate family shall be defined as: spouse, child, parent, stepparent, brother/step-brother, sister/step-sister, father-in-law, mother-in-law, grandfather, grandmother, grandchildren, brother-in-law, and sister-in-law. In the event the employee or their spouse was raised by someone other than one of the persons listed, the employee may request the leave as though the employee had been reared by one of the persons listed. However, this person must be identified, by written notification and placed in employee's file, one month prior to the usage of this bereavement leave.

33.3 Employees who are granted Bereavement Leave shall not be entitled to work under any circumstances unless called into work, in an

emergency situation, by the Fire Chief and/or the City Manager or their respective designees.

ARTICLE 34
PENSION

34.1 The City agrees to allow pension plan members to recommend improvements to the pension plan. It is expressly understood that any costs associated with said improvements will be the permanent obligation of the pension plan members.

34.2 To improve communication and understanding of the issues the IAFF, the City and/or the pension board may request a meeting (workshop or other publicly advertised meeting) with the City Commission to clarify any impacts and answer questions regarding any proposed ordinance(s).

34.3 Bargaining unit members will be eligible to enter the plan's DROP or BAC DROP program with an investment return equal to the Fund's investment return but not less than zero.

34.4 The maximum annual overtime compensation which will be applied toward the employee's Final Average Compensation retirement calculation will not exceed 472 hours per fiscal year. Regularly scheduled FLSA (Garcia) hours will count toward the 472 hour maximum. Beginning October 1 of each year, the first 472 hours of overtime paid (including Garcia hours) will be considered pensionable and counted toward the employee's Final Average Compensation. All overtime hours paid (including Garcia hours) in a fiscal year beyond 472 hours will not be pensionable.

34.5 The number of Personal Leave buyout hours for pension purposes will be the lesser of the number of Personal Leave hours available in the employee's bank as of May 20, 2014 or the number of Personal Leave hours paid at the time of separation.

34.6 Bargaining unit members hired before May 20, 2014, will receive a defined benefit plan with a multiplier of 3.37% for all years of service. Bargaining unit members hired on or after May 20, 2014, will receive a defined benefit plan with a 2.75% multiplier for years of service between their date of hire and September 30, 2025, and a defined benefit plan with a 3.0% multiplier for years of service beginning on October 1, 2025. All bargaining unit members will be eligible for normal retirement upon the attainment of age 60; the attainment of age 55 and the completion of 10 years of credited service; or the completion of 20 years of credited service.

34.7 By mutual consent, the IAFF and the City of Ormond Beach agree to share equally in Excess State Monies Reserves which come available and have it distributed annually as follows:

A. One-half will be used to reduce unfunded liabilities of the Firefighters' Pension Fund and one-half will remain in the fund to be used as determined by Firefighters Pension Plan members as permitted by law and consistent with section 34.1. The methodology for allocation of funds amongst members as part of the share plan will be based upon a majority vote by the Firefighters' Pension Fund members.

34.8 Once a pension member completes ten (10) years of credited service and becomes vested in the pension plan, the plan shall provide a default survivorship benefit to the beneficiary of the member's choice. This election will remain in effect until changed by the member at retirement. The cost of this benefit will be paid in full by the plan members.

ARTICLE 35
JOB CLASSIFICATIONS

35.1 There will be thorough and complete job descriptions for all employee classifications covered by this agreement.

35.2 The City and the IAFF will review job descriptions every two (2) years or during collective bargaining, whichever occurs first. Proposed changes in job descriptions will be submitted to the other party for review and comments; however the City retains the right to modify job descriptions after considering comments, if any, received from the IAFF.

ARTICLE 36
TERM OF AGREEMENT

36.1 This Agreement will become effective on the date of ratification by the respective parties and will remain in effect until September 30, 2028, with no re-openers.

36.1.1 This Agreement will remain in full force and effect until its successor is ratified and implemented, or until the impasse procedures are exhausted.

ARTICLE 37
PREVAILING RIGHTS

37.1 All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in this agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent. The Labor Management process will be utilized to reach mutual consent where needed. Excluded from above are economic matters or items found to be unreasonable, unsafe or not utilized by any career Fire Departments in Volusia County.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the date shown.

CITY OF ORMOND BEACH:

_____
Jason Leslie, Mayor

_____
Date

_____
Joyce Shanahan, City Manager

_____
Date

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 3499:

_____
David Randall, President

_____
Date

_____
Denton Sawyer, Vice-President

_____
Date

Appendix 1

FIREFIGHTERS' BILL OF RIGHTS

You are being interviewed as part of an official administrative investigation conducted by the City of Ormond Beach Fire Department. The following provisions of Part VIII of Chapter 112, Florida Statutes shall apply and be complied with by the investigating authority.

1. The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

2. No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably appraise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.

3. All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.

4. The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.

5. Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.

6. The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer questions.

7. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

8. An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.

9. No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his employment, or be threatened with any such treatment as retaliation for or by reason solely of his exercise of any of the rights granted or protected by this part.

I acknowledge that I have been informed and understand the above rights concerning this investigation.

_____	_____	_____
Name	Date	Time
_____	_____	_____
Name	Date	Time
_____	_____	_____
Name	Date	Time

FIREFIGHTERS' COLLECTIVE BARGAINING AGREEMENT

WITH THE CITY OF ORMOND BEACH

October 1, 2025 through September 30, 2028*

(STRIKE THROUGH VERSION)

**subject to effective dates specified by contract*

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PREAMBLE

This agreement is entered into by the City of Ormond Beach, Florida, hereinafter referred to as the "City" and the Ormond Beach Firefighters Association, Local 3499, IAFF, hereinafter referred to as the "IAFF" for the purpose of promoting harmonious relations between the City and the IAFF, to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, hours of work, and other conditions of employment as provided by law.

ARTICLE I
RECOGNITION

1.1 The City hereby recognizes the IAFF as the exclusive bargaining representative for all matters affecting wages, hours, and working conditions as provided for in Chapter 447, Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission, in its certification No. RE-1052. Included in the unit are Firefighters, Driver Engineers, Lieutenants, and Captains. Excluded from the unit are all other ranks above Captain.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The IAFF and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the operations of all City Departments. Accordingly, the City specifically, but not by way of limitations, reserves the exclusive right to: hire, promote, and lay-off employees; discharge, demote, and suspend for just cause; rehire employees; determine the starting and quitting time and the number of hours and shifts to be worked, subject to the Hours of Work and Overtime Article; maintain the efficiency of employees, including by communication through supervisory personnel; merge, consolidate, subcontract, expand or close any department(s) or any part thereof or expand, reduce, alter, combine, assign or eliminate any positions with adequate notice, provided that the impact of any decision to merge, consolidate, or subcontract will be subject to bargaining; determine the number of employees assigned to each station or to each piece of equipment; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate, modify and implement departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or

privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

ARTICLE 3
EMPLOYEE RIGHTS

3.1 The City and the IAFF agree not to interfere with the right of any eligible employee to become a member of the IAFF, withdraw from membership from the IAFF, or refrain from becoming a member of the IAFF.

3.2 There shall be no discrimination against any employee by reason of race, creed, color, age, national origin, sex, handicap or IAFF membership or activity, or lack of IAFF membership or activity. Reference to the use of the word "he" in this Agreement is for brevity only and shall be interpreted to mean "he" or "she".

3.3 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration available under this Agreement, without representation of the IAFF. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official without the intervention of the IAFF, provided that the immediate supervisor or other Departmental Official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

3.4 In matters involving a formal grievance, the IAFF shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

ARTICLE 4
STRIKES AND LOCKOUTS

4.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, against the City, or concerted failure or refusal to perform assigned work by the employees or the IAFF and there will be no lockouts by the City for the duration of this Agreement. The IAFF supports the City fully in maintaining normal operations.

4.2 Any employee who participates in or promotes such a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to the grievance and arbitration procedure.

4.3 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

4.4 "Picket line" as used herein shall mean any action which has the effect of preventing employees from reporting to or continuing work or preventing the public from entering any public facilities.

ARTICLE 5
DUES DEDUCTION

5.1 Upon receipt by the Finance Department of a lawfully executed written authorization form (approved by the City) from an employee, the City agrees to deduct the regular IAFF dues from such employee each pay of each month and remit such deduction to the Treasurer of the IAFF on a monthly basis. The IAFF will notify the City in writing thirty (30) days prior to any change in the regular IAFF dues structure.

5.2 An employee may, at any time, revoke his IAFF dues by submitting written notice of revocation to the City with a copy to the IAFF. The City shall discontinue dues deductions only on the first pay day of each calendar month, after thirty (30) days written notification to the IAFF.

5.3 The IAFF agrees to pay the City three cents ($0.03) per member per pay period for the deduction of dues.

ARTICLE 6
PERSONNEL RECORDS

6.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided however, that such inspection shall take place off duty, or on duty with the prior permission of the Chief or designee. If permission is granted, an appointment to review the file must be made with the Human Resources Department. The file will be reviewed at the location where the official personnel file is kept. The employee shall have the right to obtain duplicate copies, consistent with the City's normal policy and payment for such copies under Public Records Act.

6.2 Employees shall have the right to file a written response to any letter of reprimand or other document, which is placed in the employee's official personnel file, subsequent to the effective date of this Agreement, as a result of supervisory action or citizen complaint. At the employee's request any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.

6.3 To the extent permitted by law and in order to protect the privacy and promote the safety of employees, the City agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number, photograph, and other statutorily exempt material without his consent.

6.4 The IAFF agrees not to directly or indirectly furnish the news media or the public with personnel records without the consent of the City and the employee thus mutually agreeing to the confidentiality of personnel records other than required by Law.

ARTICLE 7
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

7.1 When an employee temporarily works in a position that is above their normal assignment, it is referred to as “working higher class”.

7.2 There are four (4) scenarios where an employee would work higher class:

- Firefighter working as a Driver Engineer
- Driver Engineer working as a Captain
- Firefighter working as a Captain
- Captain working as a Battalion Commander

An employee who is temporarily assigned to a higher classification shall receive the higher classification pay rate, identified in Article 8, Promotions, for the period served in the higher classification. Employees working higher class to the position of Battalion Commander will receive 10%, in addition to any other applicable higher class pay.

7.3 In order to work higher class an employee must have passed a promotional exam for that position, or a similar process developed with IAFF input, determined at the City’s discretion. Educational requirements for working higher class are:

Firefighter to Driver Engineer:

- Apparatus and Pump Operator Certification (issued by the Division of State Fire Marshal; Bureau of Fire Standards and Training)
- Aerial Operations Course

Driver Engineer to Captain

- Fire Officer I Certification (if obtained prior to December 1, 2013)
- Fire Officer II Certification (if obtained on or after December 1, 2013)

Firefighter to Captain:

- Fire Officer I Certification (if obtained prior to December 1, 2013)
- Fire Officer II Certification (if obtained on or after December 1, 2013)

7.4 An employee's privilege to work higher class may be revoked for safety concerns. If an employee's higher class privilege is revoked, the process for reinstatement shall be communicated, in writing, to the affected employee.

ARTICLE 8
PROMOTIONS

8.1 The City shall provide a promotional/testing procedure (as described below) for the purpose of establishing an eligibility list for the rank of Driver Engineer in April of each odd numbered year and of Captain in April of each even numbered year. A promotional list with less than three (3) candidates is an invalid list. At the Fire Chief's discretion, the City may choose to accept the list as valid. The City agrees to fill each budgeted vacancy within ~~ninety~~ sixty (~~90~~60) days when a valid eligibility list exists. If there is no valid eligibility list, the City will make all reasonable efforts to provide a promotional/testing procedure for the purpose of establishing an eligibility list within one hundred eighty (180) days. The eligibility list shall be valid for two (2) years or until a subsequent eligibility list is established.

8.2 The City shall announce promotional examinations and place listed study materials in all Fire Stations at least sixty (60) days in advance of said examinations. Station libraries will be reviewed each January and updated as needed. On duty employees will be released from duty without loss of pay or benefits while attending promotional tests. Off duty employees will take the test while off duty and will not be paid. ~~Once an exam date is posted, employees intending to take the exam may not swap shifts if that would result in the employee being on duty during any portion of the exam.~~

8.3 Applicants for the position of Captain shall be given a written examination and a practical examination administrated by an outside agency

or a mutually agreeable process. The practical process will consist of an assessment center style or other mutually agreed upon methodology. The ranking of each applicant will be determined as follows:

Written Exam	25%	Of actual score; passing score of 70% is required.
Practical Exam	75%	Of actual score; employees must pass the practical examination with a total score of 70% or higher. The fire ground scenario must be passed with a score of 70% or higher.
Seniority	10 points	One-half (1/2) point per year of service up to maximum of ten (10) points for those candidates who successfully complete the promotional process.

8.4 Applicants for the position of Driver Engineer shall be given a written examination and a practical examination administrated by an outside agency or a mutually agreeable process using non-department assessors. The ranking of each applicant will be determined as follows:

Written Examination	35%	Of actual score; passing score of 70% is required.
Practical Examination	65%	Of actual score; employees must pass the practical examination with a total score of 70% or higher. The pumping scenario must be passed with a score of 70% or higher.
Seniority	10 points	One-half (1/2) point per year of service up to a maximum of ten (10) points for those candidates who successfully complete the promotional process.

8.5 To participate in a promotional exam for the rank of Driver Engineer, the employee must be a regular non-probationary employee. To

participate in a promotional exam for the rank of Captain, the employee must have either:

1) been in the position of Driver Engineer for twelve (12) months,
2) been eligible to work higher class as a Driver Engineer for twelve (12) months and be on the current promotional list for Driver Engineer, or
3) have any combination of the above for twelve (12) months.

To be eligible for promotion to the rank of Driver Engineer, the employee must possess a Pump Operator Certificate of Competency which satisfies the requirements of Florida Statutes and the rules and regulations of the Division of State Fire Marshal, and have successfully completed the State of Florida Aerial Operators course.

To be eligible for promotion to the rank of Captain, the employee must possess a ~~Fire Officer I or higher Certificate of Competency if obtained before December 1, 2013, or a~~ Fire Officer II or higher Certificate of Competency ~~if obtained on or after December 1, 2013~~.

It shall be the employee's responsibility to provide all required documents to the City's Human Resources Department. In the event the employee fails to provide required documentation at least 30 days prior to any promotion he wishes to be considered, he shall be deemed ineligible for that promotion.

8.6 The Candidate with the highest score shall be placed at the top of the eligibility list with the candidates with lower scores following in descending order.

After the eligibility lists are created, the Fire Chief will select one of the top three (3) candidates from the eligibility list for the position. If a candidate is passed over more than one time, the Fire Chief shall provide the candidate with written justification for the pass-over.

8.7 The City and the IAFF will work together to provide a mock practical examination to precede the promotional exam.

8.8 Employees promoted from Firefighter to Driver Engineer will receive a 10% pay increase. Employees promoted from Driver Engineer to Captain will receive a 15% increase. Employees promoted from Firefighter to Captain will receive a 25% pay increase.

8.9 Promoted employees shall serve an active twelve (12) month probationary period in their new position for the purposes of evaluation and retention in the promoted position. Employees who do not successfully complete the probationary period will be automatically reduced to the previously-held classification and pay rate. The probationary period may be extended for up to ninety (90) days, at the discretion of the Fire Chief in the event the employee receives a rating lower that “Meets Standards” during such probationary period. The probationary period may also be extended in the event the employee is unable to work because of illness, injury, or leave of absence. Such extension shall be on a day-for-day basis for any leave usage of more than forty (40) consecutive work hours.

ARTICLE 9
ASSOCIATION REPRESENTATIVE

9.1 The IAFF shall be represented by its president or up to two (2) designated representatives in the Fire Department.

It shall be the responsibility of the IAFF to notify the City Manager and the Fire Chief in writing of any change in the designation of President or either of the two (2) designated representatives, subsequent to the execution of this Agreement.

9.2 The agenda of each regularly scheduled City Commission meeting will be made available to the IAFF or, if not available, provided upon request.

9.3 The President and two (2) members of the IAFF's negotiating committee (employees of the City) shall be permitted to attend, without loss of pay, the City commission meeting where final action is scheduled to be taken on the approval (or rejection) of this collective bargaining Agreement.

9.4 An employee representative of the IAFF, designated by the President, shall be permitted reasonable access, for a reasonable period of time, to all Departmental work locations to handle specific grievances and matters of interpretation of this Agreement. The exercise of such access rights by the Employee Representative shall not interfere with his duties or the duties of other employees.

9.5 Up to two (2) employee representatives of the IAFF who are engaged in the reopening of this contract shall be allowed to attend the negotiation sessions that occur within their normal duty hours without loss of pay or benefits. No shift swaps will be permitted after negotiations are scheduled for the employees who are engaged in negotiations.

9.6 Association meetings shall be permitted to be held at a centrally located fire station. Quarterly meetings will be scheduled, on a shift rotational basis, consisting of one (1) meeting on each date. Additional meetings will be allowed as needed, provided the permission of the Chief or his designee is obtained. The Chief and/or his designee will be invited to attend a portion of each meeting for a question and answer session. All efforts will be made to restrict meetings to no more than three (3) hours, not to include the time taken by the aforementioned question and answer session. Attendance of on duty employees will be allowed to include two (2) stations and one auxiliary unit, (i.e. ladder truck, rescue unit), if utilized by the department. Changes in unit assignments shall be allowed, at the discretion of the shift supervisor, to enable attendance. Higher class assignment changes will be allowed. However, no compensation will be provided for higher class as a result of assignment changes to accommodate attendance of association meetings. Assignment changes shall not impact operations or service.

ARTICLE 10
EMPLOYEE-MANAGEMENT RELATIONS

10.1 There shall be an Employee-Management Committee consisting of the following IAFF and Management representatives:

- Three (3) representatives of the IAFF, and
- Up to Three (3) representatives of the City.

10.2 Employee-Management Committee shall, upon request, meet on a quarterly basis on dates mutually agreed upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and departmental operations, and particular matters relative to training. IAFF representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. Such attendance during off-duty hours is voluntary. The IAFF representatives attending Committee meetings during on-duty hours will be released from duty without loss of pay or benefits.

10.3 A Policies and Procedures Committee will be jointly established and represented by the IAFF and Fire Administration for the purpose of developing, reviewing and recommending changes to the Fire Chief regarding policies and procedures. Directive approval rests with the Fire Chief. The IAFF President will have the opportunity to sign the directive indicating it has been reviewed.

10.4 The Committees shall not engage in collective bargaining or the resolution of grievances.

ARTICLE 11
SENIORITY

11.1 Seniority shall consist of continuous accumulated paid service (to include periods of authorized leave) with the Fire Department. Seniority shall be computed from the date of hire as recorded on the personnel form. Seniority shall also accumulate during absences in which the employee is receiving workers' compensation benefits as a result of an injury sustained during his employment with the City and during qualified FMLA absences. Whenever applicable, seniority in classification shall have preference. Seniority shall be utilized for the following purposes:

A. Scheduled Personal Leave for each calendar year will be scheduled in the order that Personal Leave requests are received; provided, however: 1) the department shall retain the right to disregard the order in which they were received in the event it becomes necessary to do so in order to provide adequate staffing, and 2) in the event two or more employees request the same Personal Leave period, requests submitted by a more senior (departmental seniority) member within seventy-two (72) hours of the six (6) month time frame referenced in Article 21.5 will be allocated to the senior member. Input of the leave request into the department’s staffing software program by the more senior member will imply the desire to utilize the right of seniority for this purpose, however, the shift supervisors must be notified of the change of status for the requested leave date within the same seventy-two (72) hour period. Nothing contained herein shall be interpreted as restricting the department's right to cancel all scheduled leave during any given period in the event of disaster or emergency. Employees cannot earn

overtime for the same duty hours in which they have approved Personal Leave Time.

B. In the event of a temporary vacancy (such as that caused by a scheduled Personal Leave, etc.) within the department, the Shift supervisor may fill the vacancy from on duty, or if operationally necessary, from off duty personnel.

11.2 A. In the event a reduction of line personnel occurs, (lay-off), probationary employees will be laid off first. After which the last regular employee hired into the Fire Department shall be the first employee laid off.

B. Seniority in rank will be the determining factor when a reduction in rank occurs. Lieutenants, Captains and Driver Engineers may bump an employee in a lower rank. The last employee promoted shall be the first employee demoted in the event of a reduction/lay-off, or non-disciplinary demotion. For example, if it is necessary to lay-off a Captain position, the Captain who was most recently promoted will bump the Lieutenant who was most recently promoted. In turn, the Lieutenant who has been bumped will bump the Driver Engineer who was most recently promoted. He will then bump the firefighter who was most recently hired. Employees who are reduced in rank as a result of a reduction/lay-off, or non-disciplinary demotion will be placed at the top of any future promotional list, effectively creating a list if none exists without the requirement of additional testing, so long as the employee continues to show proficiency and acceptable performance. Employees who are promoted to a formerly-held position within twelve (12) months of the reduction/lay-off, or non-disciplinary demotion will not serve a new probationary period. However, employees

promoted to a formerly-held rank more than twelve (12) months from the date of the reduction/lay-off, or non-disciplinary demotion shall serve a new promotional probationary period. The last employee reduced in rank as a result of a reduction/lay-off, or non-disciplinary demotion shall be the first employee on the eligibility list for that rank(s). In the event multiple employees are reduced in rank simultaneously, the order of placement on the promotional eligibility list for each rank shall be the order in which the affected employees were originally promoted to that rank, regardless of the employee's current rank.

C. No new employees shall be hired until the laid-off employee has been given an opportunity to return to work for a period of up to twelve (12) months from the date of lay-off. The last employee laid-off shall be the first recalled. To be eligible for recall, the employee must pass both the physical exam and the agility test mutually agreed upon. The employee will be notified by certified or registered mail of the employee's recall and must return to work within fourteen (14) calendar days. During the first seven (7) days, the employee must make arrangements to take both the physical exam and agility exam, and must pass both exams. Failure to respond to the recall notice within seven (7) days (excluding Saturdays, Sundays, and holidays), or failure to pass the physical or agility exam will result in a forfeiture of recall rights. Physical exams will be at the City's expense.

Notification of recall will be made to the employee's last known address as shown on City personnel records with a copy to the IAFF. The employee must notify the City of any change of address in order to maintain recall rights.

11.3 In the event a reduction in service occurs, including but not limited to ALS services (Paramedics) and where this certification or classification was previously considered a condition of employment, the City agrees to suspend or withdraw the condition(s). Should an employee, as a result of the above suspension or withdrawal, require additional certifications for employment, the certifications will be provided in accordance with Article 28.2. Any reduction in personnel will follow the provisions of Article 11.2.

11.4 Employees shall be allowed the opportunity to change station assignment (due to promotions, retirements, new stations, restructuring/reorganizing, transfer request, etc.) provided they meet the established qualifications for the position. Station assignment changes shall be determined by seniority in rank. When seniority in rank is tied, departmental seniority shall serve as the tie-breaker. When a vacancy exists the IAFF will provide a recommendation to management. The Fire Chief retains the right to make station assignments based on operational needs.

ARTICLE 12
PROBATIONARY PERSONNEL

12.1 All new employees of the Fire Department before being placed in an operational position shall successfully complete a mutually agreed upon agility test, similar to CPAT. Then the employee shall serve a probationary period of one (1) year, during which time they shall not be entitled to any seniority or tenure rights, but during such period new employees shall be subject to all other terms and conditions of this Agreement and applicable civil service regulations. Upon completion of said one (1) year probationary period, employees shall be known as regular employees and seniority rights and tenure shall accrue from commencement of the probationary period and shall be considered a part of such employees' seniority rights. Probationary employees are entitled to grieve but are not entitled to arbitrate under Article 17.

The probationary period may be extended by the Fire Chief or his designee up to an additional ninety (90) days provided the employee received a "conditional" or "unsatisfactory" rating during his probationary period. The probationary period may also be extended in the event the employee is unable to work because of illness, injury, or leave of absence. Such extension shall be on a day-for-day basis for any leave usage of more than forty (40) consecutive work hours.

ARTICLE 13
INTERNAL INVESTIGATIONS

13.1 At the request of any employee under investigation he shall have the right to be represented by one counsel and/or any other one representative of his choice (at his own expense) who shall be present at all times during any interrogation in which the employee is being questioned relative to alleged misconduct, that could result in disciplinary action. The person chosen must be available within seventy-two (72) hours. The employee may request a time frame extension which will be granted up to an additional seventy-two (72) hours or the employee must choose another representative or proceed without a representative.

13.2 Whenever a Fire Department Employee is subjected to an interrogation, such interrogation shall be conducted under Part VIII of Chapter 112, Florida Statutes, which may be cited as the "Firefighters' Bill of Rights". A copy of the Firefighters' Bill of Rights is attached as Appendix 1.

13.3 During investigations covered under the Firefighter Bill of Rights, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.

13.4 The City shall not discharge or discipline any Fire Department employee without just cause and due process. If, in any case, the City finds there to be just cause for suspension or discharge, the employee and the

IAFF will be notified in writing that the employee has been suspended and may be subject to discharge.

13.5 The City agrees that no adverse action will be taken against any Fire Department employee who exercises the rights provided for in this Article.

13.6 In the cases in which the City chooses to relieve an employee from duty pending an investigation or other administrative proceeding determination, the following conditions will apply:

A. The employee may be suspended with or without pay or benefits for a maximum of thirty (30) calendar days.

B. At the end of a thirty (30) calendar day period the employee shall be reinstated, terminated or disciplined. If the investigation takes longer than thirty (30) days, the suspension may be continued with the employee on normal paid status until the investigation is concluded. If no disciplinary action is taken, the employee will be reinstated and all pay and benefits restored, including the period of unpaid suspension.

C. Should disciplinary action result from the investigation, that period of time during which the employee was relieved from duty without pay will be included in the disciplinary action. In the event that an employee has been paid, the employee's accrued personal leave time or compensatory time shall be charged as a set-off, and no further personal leave time will be accrued until the employee has paid back all monies received while on suspension with pay.

ARTICLE 14
BULLETIN BOARDS

14.1 Where City bulletin boards are available, the City agrees to provide space on such bulletin boards for IAFF use. Where bulletin boards are not available, the City agrees to provide such boards.

14.2 Copies of all materials, notices and announcements shall be submitted to the Fire Chief or his designee prior to posting on the bulletin board.

14.3 No materials, notices or announcements shall be posted which contain anything of a controversial nature and which adversely reflect upon the City of Ormond Beach, its independent agencies, its elected officials, its employees or any labor organization representing its employees.

14.4 The City electronic mail shall be available for union business when the nature complies with 14.3 understanding the electronic material is public record and the property of the City of Ormond Beach. All use of City computers shall be done in accordance with the City of Ormond Beach Policy for General Computer Use.

ARTICLE 15
VOTING

15.1 For employees who choose to vote during a primary, general, or special election and are required to work during the hours the polls are open, it is the expectation that those employees will utilize either the early voting option or use an absentee ballot when and where available. When unforeseen circumstances prevent an employee from utilizing an absentee ballot or early voting option, the department will provide an opportunity to vote per 15.2.

15.2 If the employee is unable to utilize absentee or early voting, the employee will have the option to utilize a last minute shift swap. If staffing allows, the shift supervisor will make the necessary arrangements to allow the effected employee time off to vote. Accommodations for voting will not cause overtime.

ARTICLE 16
DISCIPLINARY ACTION

16.1 In the event a non-probationary employee is to be discharged, suspended, or demoted, the City agrees the employee shall be provided with written notification of the just cause basis for the discharge, suspension, or demotion and the employee will be given an opportunity to explain his actions to the Fire Chief or his designee prior to the action becoming effective. The Chief (or designee) will meet with the IAFF designee prior to a final disciplinary decision being made if requested by the IAFF. The employee will be hand delivered the Fire Chief's decision prior to its effective date or it will be sent by certified mail to the address in the Human Resource Department records. This section does not apply to probationary status on promotions, provided that an employee who has been promoted may be demoted to his prior position during his probationary status without complying with this Section.

16.2 Upon request, any employee may obtain a copy of any (written or taped) statement which the employee (personally) has given to the City or the Fire Department in connection with any investigation based upon which disciplinary action can or will be taken against the employee. At the time of such request, the employee shall, prior to copies being made, be provided an estimated cost of copy. Should the employee then choose to proceed with the copy he shall be required to pay all costs relating to the copy of the employee’s statement. In the event disciplinary action is to be taken, copies

of all documents that were considered in reaching the decision to take disciplinary action shall be provided at no cost to the affected employee(s).

16.3 In the event an employee becomes the subject of a formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or City, whichever is appropriate, shall notify the employee of the disposition of the complaint upon the conclusion of the formal investigation.

ARTICLE 17
GRIEVANCE AND ARBITRATION PROCEDURE

17.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

On any issue that could be heard by the Human Resources Board and is also subject to this Article, the employee shall elect which procedure to follow. The election of the Human Resources Board procedure will be considered a conclusive waiver of the grievance and arbitration procedure, and vice versa. An "issue" under this Section means an issue arising out of a single occurrence or set of events.

17.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall be considered denied. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, his grievance shall be considered conclusively abandoned. Any resolution of an oral grievance under Step I or a written grievance under Step II must be approved by Fire Chief or his designee before it becomes effective. If not approved, then the grievance can be appealed to Step III.

17.3 Grievances shall be presented in the following manner:

Step I. The employee shall first present the grievance to the employee's immediate supervisor within ten (10) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the employee was on Personal Leave Time, or other compensated leave, the ten (10) day period shall commence running immediately upon the employee's return from such compensated leave. The first step between the employee and their immediate supervisor shall be on an informal and oral basis, and shall not involve the IAFF or any other representative of the employee, unless requested by the employee. The immediate supervisor shall, within five (5) days after presentation of the grievance, render a decision. Written documentation of the Step shall be retained and forwarded to the shift supervisor by the immediate supervisor.

Step II. Any grievance which cannot be satisfactorily settled with the employee's immediate supervisor shall be reduced to writing by the employee and shall next be presented to the shift supervisor within twenty (20) days of the occurrence of events which gave

rise to the grievance or from the date the employee becomes knowledgeable. The grievance will identify the Article(s) and Section(s) of the contract claimed to be violated, a factual basis for the grievance, and the relief sought. Within five (5) days after presentation of the grievance, the shift supervisor shall render the decision on the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step III. Any grievance which cannot be satisfactorily settled with the shift supervisor shall be reduced to writing by the employee and shall next be presented to the Deputy Chief. Such grievance shall be presented to the Deputy Chief in writing, within five (5) days of the date of completion of Step II or within five (5) days after the date that the answer was due under Step II. Within five (5) days after presentation of the grievance, the Deputy Chief shall render the decision on the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step IV. Any grievance which cannot be satisfactorily settled with the Deputy Chief shall next be presented to the Fire Chief. Such grievance shall be presented to the Fire Chief in writing, within five (5) days of the date of

completion of Step III or within five (5) days after the date that the answer was due under Step III. All discharge, suspension and demotion grievances shall begin at Step IV and must be filed within seven (7) days of the discharge, suspension or demotion. Within five (5) days after presentation of the grievance, the Fire Chief shall render the decision on the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step V. Any grievance which cannot be satisfactorily settled with the Fire Chief may be appealed to the City Manager, or designee, either through a representative of the IAFF and the employee, or by the employee individually at the employee's option. The grievance as specified in writing in Step II, may be discussed by and between the employee and/or the representative of the IAFF and the City Manager or designee, within five (5) days after the completion of Step IV or within five (5) days after the date that the answer was due under Step IV. The City Manager or designee shall within seven (7) days after submittal (or such longer period of time as is mutually agreed upon in writing) render the decision in writing with a copy to the IAFF.

Step VI. ARBITRATION. In the event a grievance processed through the grievance procedure has not been resolved in Step V, the IAFF may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager or designee renders a written decision on the grievance or within fifteen (15) days after the date that the answer was due under Step V. A copy of the letter requesting arbitration must be provided to the other party. Either party may within the fifteen (15) day period, request the Federal Mediation and Conciliation Services to furnish a panel of seven (7) names from which each party shall have the option within five (5) days of receipt of striking three (3) names in alternating fashion, thus leaving the seventh (7^{th}) which will give a neutral or impartial arbitrator. The party requesting arbitration shall have the first strike.

17.4 The City and the IAFF shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, hereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance, the arbitrator shall base his/her decision on the written grievance as presented in Step II of the grievance procedure.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part

thereof or amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. To the extent such rules are not inconsistent with this Article, the arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the Federal Mediation and Conciliation Services.

17.5 Each party shall bear the expense of its own witnesses and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fees, if any, shall be borne by the non-prevailing party, as determined by the arbitrator. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties request or obtain a copy of the transcript.

17.6 Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days after the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

17.7 When a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the IAFF and the City, such grievance shall be presented by the IAFF's Representative, by requesting a conference in writing with the Fire Chief within ten (10) days of having knowledge, or reasonably should

have knowledge of the occurrence of the event(s). At this conference, the IAFF shall identify the issues and the remedy sought. If the grievance is not resolved within (10) days of the request for conference (whether or not a conference is actually held) the grievance shall be filed in writing on the official grievance form and be submitted at Step IV. The time limits provided in this section may be extended by mutual written consent. Where it is applicable to a number of employees, the employee(s) for whom relief is sought shall be identified in the grievance by name, rank or class of employees.

17.8 Days as used in this Agreement means any day City Hall is open for normal business.

17.9 Consistent with the provisions of the Florida Public Employees Relation Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Commission for funding of the Agreement. Accordingly, and not withstanding any other provision of this Agreement except Section 17.5, the arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause, the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Commission for the funding of this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

ARTICLE 18
TRAINING

18.1 The City agrees to make a good faith effort to promote on-the-job training for the purpose of improving the performance of employees, aiding employees to equip them for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public. When the best interest of the City is served by employees taking seminars, courses, or acquiring or maintaining certifications, the City Manager or designee may approve the City's payment of such seminars, courses, and certifications.

18.2 The City will provide bi-annual EMT and paramedic re-certification classes (BLS, ACLS and any certification(s) required by the Volusia County Medical Director or his designee) to permit employees who are EMT certified or who are selected by the Fire Chief to fill a paramedic position to attend while on duty. If an employee, for any reason, does not attend the City-provided course(s), re-certification for EMT or paramedic will be at his/her own time and expense. For any other certification or re-certifications required as a condition of the employee keeping his or her current position, the provisions of 18.4 will apply. This does not include any driver's license requirements. Maintenance of any other certifications with the exception of the EMT or paramedic certifications and those required as a condition of an employee keeping his or her current position and any certifications which are utilized by the department will be at the employee's time and expense.

18.3 If a bargaining unit employee, who holds an instructor credential for any EMS or fire certification (BLS, ACLS, PHTLS, BTLS, ITLS, PALS, PEPP, TECC, TCCC, SAVE, Stop the Bleed) is utilized by the City to provide this training, the City must meet all the requirements of the certifying organization for said certification.

18.4 When the City requires an employee to attend training for specialized techniques, the City will make every reasonable effort to facilitate the employee attending such training during his normal working hours. In the event the City is unable to schedule the employee to attend such training during his normal working hours, the employee may be required to attend such training during his off-duty hours; provided however, that the time spent by the employee in such training during his off-duty hours shall be compensated at the appropriate rate only for hours actually spent in class plus necessary travel time to and from class. Upon completion of class, the employee must return to work at the end of the class.

18.5 If an employee is required to attend out of town training classes which require an overnight stay, and the employee is scheduled to work the twenty-four (24) hour shift on the day before the training class begins, the employee will be relieved from duty no later than 7:00 p.m. on the night preceding when the training class begins. If the class lasts for two days or more, the employee will not be required to return to work until the training classes have been completed. If, for example, a class is scheduled in Ocala on Monday through Friday for two consecutive weeks and the employee is

scheduled to work the intervening Saturday or Sunday, he will not be required to work on that date. If the employee is scheduled to work on the day following the completion of his training class, the employee will be relieved from duty until 7:00 p.m. on the date that he is normally scheduled to return to work. If the employee is not scheduled to work on the date following the conclusion of training class, he will return to work at his regularly scheduled time on his next regularly scheduled shift. For pay purposes, an employee will be treated as if he is working his regularly scheduled shifts during the time that he attends training classes. It is the intent of this section that employees not lose any pay nor receive any additional pay as a result of attending training classes.

18.6 A physical fitness/wellness training program will be jointly designed by the City and the IAFF. Once mutually agreed upon, such program will become mandatory.

ARTICLE 19
LEAVE OF ABSENCE

19.1 The Fire Chief may grant any employee a leave of absence without pay for a period not to exceed thirty (30) days. Leave of absence without pay for a period in excess of thirty (30) days but not more than six (6) months may be granted only upon the written approval of the City Manager. Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee. Holidays, Personal Leave Time, and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay; provided, however, that if permitted by the Firefighters' Pension Plan, the employee may maintain his retirement credit by paying both his and the City's share of the Firefighters' Pension Plan contributions and further that the employee may maintain his health insurance coverage by paying the total cost of his group insurance premium. Longevity increases, and merit increases, and any other increases for which an employee may become eligible based on whole or in part on length of service with the City shall not be credited during any leave of absence without pay. An employee shall return from leave of absence to the same salary grade as at the time of commencement of leave of absence.

19.2 Any employee covered hereunder may be granted educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined by the City Manager or his designee. Request for such educational leave must be

approved in advance by the City Manager or his designee. The decision of whether or not to grant such educational leave and the determination as to the degree of compensation, if any, and the provision of benefits, if any, shall be in the sole discretion of the City Manager or his designee.

If an employee is granted educational leave with full pay, the employee shall also be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. The entitlement to benefits, if any, for employees on partially compensated or uncompensated educational leave shall be determined by, and in the sole and exclusive discretion of, the City Manager or his designee.

19.3 An employee who is a member of the National Guard or an organized military reserve unit of the United States will be granted leave of absence in accordance with Florida Statutes §115.07 and City policy.

19.4 In the event an employee is granted a leave of absence, whether paid or unpaid, the employee shall promptly return to work upon termination of the leave. Absent extenuating circumstances beyond the control of the employee, when neither the employee nor someone acting on his behalf contacts the City, failure to return to work shall automatically be construed as resignation by the employee.

19.5 Employees qualifying for leave under the Family and Medical Leave Act (FMLA) will be entitled to such leave pursuant to the Family and Medical Leave Act and City policy.

19.6 Employees who are on a leave of absence under any of the provisions of this Article shall not be entitled to work for the City for any reason unless called in to work in an emergency situation by the Fire Chief and/or the City Manager, or their respective designees.

ARTICLE 20
HOLIDAYS

20.1 The City will recognize the following holidays for employees:

New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
One (1) floating holiday, as designated by the City

20.2 If a holiday falls on an employee's off duty day, he shall receive 11.2 hours holiday pay at his regular straight time rate of pay or have a shift (24) hours added to Compensatory Leave Time, at the employee's discretion. Such compensatory time, if paid at termination of employment shall be equal to 11.2 hours pay for each 24 hours of compensatory leave for such holidays.

20.3 If an employee is required to work on one of the designated holidays, he shall receive payment at his regular rate of pay for all hours worked. In addition to his regular rate of pay, the employee shall receive 11.2

hours holiday pay at his regular straight time rate of pay or have a shift (24) hours added to Compensatory Leave Time, at the employee's discretion.

20.4 A day of holiday pay is equal to eleven and two-tenths hours (11.2) pay or 24 hours of compensatory leave per Article 20.2 for such holidays. Such compensatory time, if paid at termination of employment shall be equal to 11.2 hours pay for each 24 hours of compensatory leave for such holidays.

ARTICLE 21
PERSONAL LEAVE TIME

21.1 Every employee shall be eligible to use paid Personal Leave Time after completing six (6) months of employment. Employees shall start to earn Personal Leave Time as of their date of appointment as a Probationary Firefighter.

21.2 Scheduled personal leave time availability is limited to two (2) bargaining unit employees being off simultaneously.

21.3 All scheduled leave requests will be considered in the date/time order they were originated in the department's staffing software program on a first come, first serve basis. Exception: Seniority rights enacted in accordance with Article 11.1A (Seniority).

21.4 Following completion of 6 months as a firefighter, Personal Leave Time may be used as earned, provided the employee makes an appropriate request in the department's staffing software program at least 24 hours in advance for leave of one (1) shift or part of a shift. The Fire Chief or his designee shall determine the time Personal Leave Time may be taken and the methodology by which such leave may be requested. Such scheduled Personal Leave Time will be considered as "time worked" for the purposes of computing time worked for overtime purposes under Article 22.

21.5 Scheduled personal leave requests must be a minimum of four (4) hours. Scheduled personal leave requests of twelve (12) hours or greater can be submitted six (6) months in advance, other increments of Personal Leave requests, less than twelve (12) hours, can be submitted five (5) months in advance. Training, Military and Family Medical Leave requests can be submitted three (3) months in advance and will count towards the leave time availability as per Article 21.2. All Military deployments, FMLA, Workers' compensation and leave expected to or lasting more than nine (9) consecutive regularly scheduled shifts shall result in the employee being taken off the operational roster for leave purposes.

21.6 Employees shall be permitted to use scheduled personal leave without advanced approval when the following conditions are met:

- Employee or approved swap coverage arrives at duty assignment
- Sufficient personnel are on-duty to allow requested Personal Leave without creating overtime
- Replacement staffing has arrived at duty location
- Compensatory time shall be used first for this leave.

21.7 In the event of an unforeseen emergency, such as personal illness or family illness, no advance approval for the use of Personal Leave Time will be required. In order to maintain service, all bargaining unit members agree that unscheduled Personal Leave Time will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave Time. If the use of unscheduled personal leave

due to an emergency creates a need for overtime, the employee whose use of the leave creates such need shall be charged with a minimum of four (4) hours leave. Employees shall notify management of an absence prior to the start of any scheduled shift. No doctor's certificate or any other proof of illness will be required under this section; provided, however, that if the City believes the use of unscheduled Personal Leave Time is being abused, the City will so advise the IAFF and the employee of the perceived abuse. If there is a dispute of whether there was abuse, that issue is subject to Article 17. If the abuse continues, the City reserves the right, upon two (2) weeks notice, to refuse to permit the abusing employee to charge leave to Personal Leave Time and any subsequent unscheduled leave for the following six (6) months will be taken without pay. For the second and any subsequent offense, the abusing employee shall also be subject to such progressive discipline as the Fire Chief, or his designee, determines appropriate. Unscheduled Personal Leave Time is leave that is not approved in advance in accordance with Section 21.4 and will not be considered as "time worked" for purposes of computing time worked for overtime purposes under Article 22.

21.8 Scheduled leave requests may be canceled up to three (3) weeks prior to the requested leave. All scheduled leave cancellations inside of three (3) weeks from the original requested date will be submitted to the shift supervisor and must be received at least twenty-four (24) hours in advance of the scheduled leave to be canceled. Cancellation requests inside of three (3) weeks from the requested leave will be honored if they eliminate the need for overtime or there is a leave request pending for the overlapping time period with confirmed proper notification and acceptance of/from the

pending leave holder. Any pending leave honored as a result of said cancellation would not eliminate any savings in overtime as a result of the cancellation.

21.9 An employee may request his/her scheduled Personal Leave Time pay of 48 hours (2 shifts) or more in advance of his/her scheduled leave by submitting a written request to the City Finance Department office at least two (2) weeks prior to starting the scheduled leave, after approval of the Fire Chief or his designee.

21.10 Personal Leave banks cannot exceed 756 hours as of the employee's anniversary date. Hours in excess of 756 at the employee's anniversary date and every anniversary date thereafter will be automatically forfeited. Exceptions to this automatic forfeiture include unique circumstances approved in advance by the Chief and Human Resources Director.

21.11 Personal Leave Time shall accrue at the following rates for each full calendar month of service:

1st year of employment with City	Eleven (11) hours per month
2nd year thru 4th year of employment with City	Fourteen (14) hours per month
5th year thru 9th year of employment with City	Nineteen (19) hours per month
10th year thru 14th year of employment with City	Twenty-two (22) hours per month
15th year thru 19th year of employment with City	Twenty-five (25) hours per month
20th year thru 24th year of employment with City	Twenty-eight (28) hours per month
25th year and thereafter of employment with City	Thirty-three (33) hours per month

Personal Leave Time may not be used prior to accrual.

21.12 Any bargaining unit member with a minimum balance of 336 Personal Leave hours as of the employee's anniversary date may request a lump-sum payout of Personal Leave hours not to exceed 150 hours. Qualifying employees will receive notification of such before their anniversary date. Employees desiring to receive a payout of Personal Leave hours must submit the request form to the Finance department at least two (2) weeks in advance of their anniversary date. Every attempt will be made to process such payment with the payroll which includes the employee's anniversary date. This payment will be calculated at the hourly rate in effect on the employee's anniversary date. All hours paid under this section will be deducted from the employee's Personal Leave bank on the date of payment.

21.13 Upon separation from the City, any bargaining unit employee with hours remaining in their Personal Leave bank and/or Compensatory bank will receive a lump-sum payment of the total hours remaining. The maximum amount of Personal Leave hours eligible for payout is 1,152. In the event of death, the employee's estate or the employee's designated

beneficiary shall be entitled to a lump-sum payment of all accrued Personal Leave hours up to 1,152 and any remaining Compensatory hours.

21.14 Employees who are on leave under this article shall not be entitled to work for the City for any reason on the leave day unless called in to work in an emergency situation, by the Fire Chief and/or the City Manager, or their respective designees.

ARTICLE 22
HOURS OF WORK AND OVERTIME

22.1 The following provisions shall govern hours of work and overtime.

A. Two hundred sixteen (216) or two hundred forty (240) hours of work during a twenty-eight (28) consecutive day period will constitute a normal work cycle. Nothing herein shall guarantee an employee payment for any hours in a normal work cycle unless the employee actually works the hours.

B. Hours worked in excess of two hundred twelve (212) hours in a normal work cycle shall be compensated at the rate of time and one-half (1½) the employee's regular straight time rate or an accrual of compensatory time equal to one and one-half (1½) the employee's straight time worked in excess of two hundred twelve (212) hours at the employee's choice. Compensatory accrual banks shall not exceed two hundred forty (240) hours. Such compensatory time shall be used prior to Scheduled Personal Leave or may be used in place of unscheduled personal leave if it does not cause overtime. A normal work cycle will begin on a Saturday at 7:00 a.m. and end on a Saturday 28 days later at 7:00 a.m. For purposes of computing hours worked, jury duty, paid FMLA, compensatory time and scheduled Personal Leave Time under Section 21.4 shall be considered as "time worked" for overtime purposes. Unscheduled Personal Leave Time under Section 21.7 and all other hours not worked, whether paid or unpaid, will not be considered as "time worked" for overtime purposes.

C. If an employee covered by this Agreement is called in to work at a time outside the employee's normal working hours, the employee shall receive a minimum of two (2) hours pay at the rate of time and one-half (1½) the employee's regular straight time rate plus any applicable higher class pay and may be required by the Chief or his designee to remain on duty for a minimum of two (2) hours. If the employee is permitted to go home and is then called in again during the two (2) hour period, the employee shall not receive any other compensation. If an employee covered by this Agreement is required to work additional hours which are contiguous with the employee's scheduled work hours, only the hours worked which are additional to the scheduled hours will be compensated at time and one-half in accordance with and subject to, Section 22.1 (B) of this Article.

D. No Supervisor or official shall take any action to cause the non-payment of time and one-half in circumstances in which an employee covered by this Agreement has been directed by a person in a supervisory position of Shift supervisor and above, to perform work which entitles the employee to payment of time and one-half. In the absence of the Shift supervisor, or a person of higher rank, the senior ranking officer on duty shall have authority to direct the performance of work by the lower ranking employee.

E. Any employee who, in the exercise of the employee's official duties, is ordered or required by the City to appear before any person or agency on one of the employee's regular days off, shall receive a minimum of four (4) hours' pay at the rate of time and one-half the employee's regular rate. All per diem compensation received by the employee for the appearance shall, upon receipt, be turned over to the City.

F. If the City Manager determines that civil emergency conditions exist, including riots, civil disorders, severe storm conditions, or what is judged by the City Manager to be some other public danger or emergency, the City Manager may suspend provisions of this Agreement for the duration of the declared emergency, provided, that the wage rates and monetary fringe benefits shall not be suspended.

G. Shift swaps will be limited to 432 hours per person per fiscal year. Shift swaps for approved training and/or military leave will not count toward the 432 hour maximum. Shift swaps may not be approved during pre-designated training events or other special events at the Fire Chief's discretion. Swaps may be requested with no advance notice. If the request is submitted with less than 24 hours' notice, shift supervisor approval, based on the following parameters is required:

- Pre-designated and/or mandatory training sessions or other special events have not been announced.
- The requested shift swap will not cause additional overtime.
- The requested shift swap will not cause personnel not involved with the shift swap to change stations unless the employee making the request gets approval from all employees being affected and shift supervisor.

Swaps will be permitted between individuals of the same rank as well as:

- A driver engineer or firefighter, who is qualified to work higher classification as an officer, may swap with an officer provided that no more than two (2) officers of the shift that he/she would work are working out of class.
- A firefighter, who is qualified to work higher classification as a driver engineer, may swap with a driver engineer.

Payback will be the sole responsibility of the individuals requesting the swap. Higher classification service as a result of a swap will not be compensated. Where employees swap, and the employee working is temporarily assigned to a higher classification, the temporarily assigned employee will be paid the rate of a higher classification in accordance with Article 7, Section 7.2.

H. In no case shall an employee be absent for any period exceeding fourteen (14) consecutive days while on any combination of personal leave and/or shift swaps without leaving a contact number or call back methodology for emergencies that have been declared by the City. The only exception to this section will be employees who are absent due to a Workers' Compensation injury or employees utilizing qualified FMLA Leave and disability leave. Employees who have been denied leave usage will receive prompt written notice of the reason for the denial.

I. When overtime is needed the City will determine the position/rank to be called based on the ability to provide the service. The City maintains the right to not fill vacancies.

J. No overtime shall be mandated without exhausting the call out list of those eligible to work in the rank for the needed position. Members may be held over to insure response capability until the position can be filled. Before mandating someone, all ranks will be exhausted if an available position is open.

ARTICLE 23
UNIFORM, CLOTHING, AND EQUIPMENT

23.1 The City will provide uniforms when the wearing of a uniform is required by the City. The City will provide each employee with an allowance of ten ($10.00) dollars per month for the purpose of the upkeep of uniforms. The City will maintain the current washers and dryers at each station and will supply the necessary cleaning solutions to clean these uniforms and/or linens.

23.2 The employee will be responsible for the uniforms, protective equipment, flashlights, badges, pagers and other equipment provided by the City. If any equipment or uniforms supplied by the City are lost, the employee will be charged for the replacement cost of the lost equipment or uniforms, unless the loss occurs at an emergency scene or in the line of duty. Upon termination of employment, the employee must return all issued equipment and uniforms prior to receiving the employee's final paycheck.

The replacement cost of any equipment or uniforms not so returned to the City will, to the extent permitted by law, be deducted from the employee's final paycheck.

23.3 The City agrees to have each City vehicle inspected by a qualified mechanic on no less than a quarterly basis.

23.4 The City will make every reasonable effort to provide a safe working place and issue the proper safety equipment and tools in order to

enhance the safety and welfare of all employees. The City shall allow the use of personally purchased equipment if NFPA compliant with prior department approval. Replacement costs will be at the employee's expense.

23.5 The City will provide employees an annual footwear allowance of $150.00 payable on the first paycheck in October. Such footwear must be worn on the job. Additional reimbursement beyond the annual allowance will be determined on a case by case basis by the Fire Chief and Human Resource Director. Employees must provide a receipt indicating the date of the last purchase made along with a written request for additional reimbursement.

ARTICLE 24
WORKERS' COMPENSATION

24.1 The City will provide benefits in accordance with the provisions of Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code.

24.2 An employee covered hereunder who is temporarily disabled in the line of duty shall receive a combination of workers' compensation pay & paid disability leave, consisting of full pay and benefits for the period of his disability, subject, however, to compliance with all of the following conditions:

A. The disability involved must have resulted from an injury or an illness sustained within the line of duty as described in Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code. The City's determination of whether the disability involved is of the foregoing nature shall be based solely on the final determination made by the State Department of Labor and Employment Security's Division of Workers' Compensation, and/or the courts, pursuant to the provisions of Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code. Any benefits will be determined in strict accordance with Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code.

B. The City Manager or his designee, in his sole discretion, may utilize the services of a physician to determine whether any employee claiming disability is physically and/or mentally able to continue working or to return to work. The employee claiming disability may request a second

opinion of employees' choice of network providers at City's expense within fourteen (14) calendar days after receiving the opinion of the first physician.

C. Paid disability leave shall not exceed one thousand eight (1008) hours for any one injury. If, as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the one thousand eight (1008) hours, the employee may petition the City to allow the employee to be carried in pay status beyond the one thousand eight (1008) hours. Upon receipt of such a petition, the City shall convene a panel comprised of the Fire Chief, the physician designated pursuant to Paragraph B above, and the City Human Resources Director, which panel shall make a recommendation to the City Manager as to the proper disposition of the employee's position petition. If the City Manager decides not to permit the employee to continue in pay status beyond the one thousand eight (1008) hours, the employee shall, after utilizing the employee's accrued annual Personal Leave Time and the employee's Sick Leave Bank, revert to normal workers' compensation benefits. If an employee is unable to perform the employee's regular duties as a firefighter, but is released by the physician to perform light duties, the City shall have the right to utilize this employee in any department within the City. Employees who are on leave under this Article shall not be entitled to work for the City for any reason unless called in to work in an emergency situation, by the Fire Chief and/or the City Manager, or their respective designees. If a physician determines an employee claiming disability is unable to ever perform the essential functions of their position, the one thousand eight (1008) hour provision will be terminated unless the employee requests a second opinion within fourteen (14) calendar days pursuant to provision 24.2

B above. If the second opinion agrees with the first, then this provision will be terminated.

24.3 At the request of the Fire Chief, the City Manager may direct any disabled or ill employee as previously defined herein, and covered hereunder to submit to a physical and/or mental examination conducted by a physician designated pursuant to Section 24.2, Paragraph B, above. The sole purpose of such examination shall be to determine whether the employee has a physical and/or mental disability which impairs the employee's effectiveness as a firefighter, limits the employee's ability to perform assigned duties or makes the continuation of the employee in the present position a danger to the employee, the public or other department employees. In the event the City Manager, in consultation with the Fire Chief and the designated physician, determines that any (job related or non-job related) disability does exist, the following action shall be taken:

A. If the designated physician determines that the disability can be corrected, the employee shall be allowed a reasonable period of time to have it corrected. During this period of time, and after consulting with the Fire Chief, the City Manager, in his discretion, may permit the employee to continue with the employee's normal duties, reassign the employee to other duties with the City or the Department, provide reasonable accommodations to the employee, or temporarily remove the employee from City service. If the employee is temporarily removed from City service during the period of time reasonable for the correction of his disability, the employee may utilize the employee's Personal Leave Time or Sick Leave Bank under Article 21, Section 21.9, available workers' compensation benefits or leave without pay

for the correctional period. However, if the employee fails to take the necessary steps to have the disability corrected within the reasonable period of time, the employee may be subject to dismissal from City service.

B. If, in the opinion of the designated physician, the disability cannot be corrected, and after consultation with the employee it is determined by the City that the employee, with or without reasonable accommodation, cannot perform the essential functions of the job, the City Manager, in consultation with the Fire Chief and the employee involved, shall attempt to place the employee in another City position which, in the City Manager's discretion, the employee can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the employee or place the employee in a position which, in the City Manager's discretion, need not be filled. If the City Manager determines that the employee cannot successfully be placed in another position, or if the City Manager in consultation with the department head involved, determines that the employee, once placed in another position, is unable to perform satisfactorily in that position, the City shall separate the employee from the City's service either through retirement, if available under the City retirement system, or through dismissal.

24.4 The City has the right to choose any physician for treatment of on-the-job injuries, subject to the limitations of Section 440.13, Florida Statutes, and Chapter 38F, Florida Administrative Code

24.5 No Provisions hereunder are intended to affect the employee's rights to apply for or receive in line of duty, disability, or any vested pension benefits that they may otherwise be entitled to.

ARTICLE 25
AUTHORIZED USE OF PRIVATE AUTOMOBILES

25.1 Any employee required to use his private automobile in the performance of his official City duties will be compensated at the rate established by Chapter 112, Florida Statutes.

ARTICLE 26
LEGAL BENEFITS

26.1 The City will defend employees against any legal actions taken against them as a result of their actions while acting in the scope of their employment (i.e., in the line of duty), unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and will initiate any proper and appropriate counter-suits in accordance with Chapter 111.07, Florida Statutes. A committee consisting of the City Manager, City Attorney, Fire Chief, and Human Resources Director will meet with the employee and his supervisor prior to determining if the employee's actions for which defense is sought were within the scope of their employment with the City.

26.2 The City agrees to indemnify all employees against any final judgment, including damages, costs and attorney's fees, arising from a complaint for damages or injury suffered as a result of any act or omission of action of any employee, in a civil or civil rights lawsuit described in Section 26.1 in accordance with Chapter 111.071, Florida Statutes. If the civil action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of Section 768.28, Florida Statutes, governing payment shall apply in accordance with Chapter 111.071, Florida Statutes. If the action is a civil rights action arising under 42 U.S.C.§. 1983, or similar federal statutes, payments for the full amount of the judgment shall be made unless the employee has been determined in the final judgment to have caused the harm intentionally in accordance with Chapter 111.071, Florida Statutes. A

committee consisting of the City Manager, City Attorney, Fire Chief, and Human Resources Director will meet with the employee and his supervisor prior to determining if the employee's actions for which defense is sought were within the scope of their employment with the City.

ARTICLE 27
INSURANCE

27.1 The City agrees to maintain a hospitalization/dental insurance program. Employees will be provided the base program at City's expense. Dependents' cost and/or any cost above the base program will be provided by the employee.

27.2 Eligibility for hospitalization/dental insurance coverage under the City's plan shall begin the first of the month following thirty (30) days of employment. The City will make a good faith effort to maintain or exceed current levels of coverage. The City will also make a good faith effort to maintain low cost dependent coverage. In order to attempt to achieve this purpose, the City agrees to provide notice to the IAFF of the plans and plan design being considered by the City; and the IAFF shall be provided the opportunity to provide timely input for the City’s consideration. For purposes of the grievance procedure, the IAFF will be deemed to have knowledge of the proposed plans on the date the plans are presented to the City Commission for approval.

ARTICLE 28
WAGES

28.1 Upon ratification of this Agreement by both parties, current bargaining unit employees shall receive wage adjustments as follows. Increases will be applied retroactively to October 1, ~~2022~~2025, provided the union ratifies the agreement no later than ~~October 21, 2022~~January 30, 2025. Changes to any other section of this article are effective in the payroll period following ratification.

A. Employees shall receive a 6% increase for the fiscal year beginning October 1, 2025, and ending September 30, 2026. ~~the greater of a $1.53 an hour increase, an 8% increase, or brought to the minimum of their position pay range, as recommended in the 2022 Classification and Compensation Study, for the fiscal year beginning October 1, 2022, and ending September 30, 2023.~~

B. Employees shall receive ~~an~~ a 5% increase for the fiscal year beginning October 1, 2026, and ending September 30, 2027.~~which equals the greater of a 2% increase for each year of service in the employee's current classification from the proposed minimum rate as recommended in the 2022 Classification and Compensation Study, or a 3% increase, for the fiscal year beginning October 1, 2023, and ending September 30, 2024. Employees will receive an additional increase in their base hourly rate as follows: employees with four or less years of service on October 1, 2023, will not receive an additional~~

~~adjustment, employees with five or more years of service will receive an increase of .02 (two cents) to their base hourly rate for each continuous year of service with the City of Ormond Beach Fire Department. This adjustment will be added to the employee's base hourly rate following the initial time in grade calculation.~~

C. Employees shall receive a ~~3.54~~% increase for the fiscal year beginning October 1, ~~2024~~2027, and ending September 30, ~~2025~~2028.

28.2 Certifications and/or position assignments are designed to enhance the service level to the community. Employees will receive an increase above their base rate of pay in the amount of twenty-five (25) cents per hour for each additional certification or position assignment listed below; employees shall be limited to four (4) certifications/position assignments per year.

(a) State Certified Fire Safety Inspector I or II
(Employees will be compensated for holding only one certification level)

(b) State Certified Fire Service Instructor I, II, or III
(Employees will be compensated for holding only one certification level)

(c) State Certified Fire Officer I or II (Employees will be compensated for holding only one certification level).

Promotion to officer rank will result in elimination of this certification pay.

(d) State Certified Fire Officer III or IV (Employees will be compensated for holding only one certification level)

(e) Completing all NFPA 1670 certifications at the technician level. (Employees completing two NFPA 1670 certifications at the technician level will receive ½ of the increase amount stated above.)

(f) State Certified Fire Apparatus and Pump Operator Promotion to Driver Engineer rank will result in elimination of this certification pay

(g) One (1) National Fire Academy Residence Course (80 hours)

(h) Twenty (20) Fire Science or EMS degree semester hours

(i) State Certified “Live Fire Training” Instructor (LFT) I or II (Employees will be compensated for holding only one certification level)

(j) State Certified Fire Investigation I or II (Employees will be compensated for holding only one certification level)

(k) Fire and Life Safety Education

(l) State certified Prescribed Fire Training

(m) Pre-approved classes or series of classes of like hours and complexity that provide value to the Department and

Community will be considered by the Chief or his designee.

(n) Any EMS Instructor Credential (BLS, ACLS, PHTLS, BTLS, ITLS, PALS, PEPP, TECC, TCCC, SAVE, Stop the Bleed) or any others approved by the Chief or his designee. (Employees will be compensated for holding only one instructor credential.)

Position Assignments: Assignments will be reviewed every 24 months, or upon need, for possible rotation.

- EMS Quality Assurance officer (Limit 1 per shift)
- SCBA Officer: appropriate training and department utilization (one position available)
- Communications Technician/Liaison: Department assignment and utilization (one communications equipment technician and one dispatch liaison position available)
- Fire Explorer Coordinator (one position available)
- CPR Coordinator: Instructor Trainer certification and department utilization. This assignment is in addition to certification (n) above. (one position available)
- EMS Supply Coordinator: Department utilization (one position available)
- Department Quartermaster: Department utilization (one position available)
- Pre-Plan Coordinator (one position available)

28.3 The EMT and/or EMT-P certification is considered a condition of continued employment provided these services continue to be offered by the department. In addition to the above incentives, employees who are so certified by the State of Florida as a paramedic pursuant to Part III, Chapter 401, Florida Statutes, and cleared by the Volusia County Medical Director, shall receive ~~eight~~ ten thousand ($~~8~~10,000) dollars per year as incentive pay ($~~2.74725~~3.4340 per hour above the employee's base hourly rate). Re-certification and any continuing education training that is required of these employees by the City, State or by the Medical Director shall be provided by the City at the City's expense. Should the paramedic fail to attend the City-provided training, the employee shall attend at his or her own time and expense. The determination of the number of authorized paramedic positions shall be in the sole and exclusive discretion of the City after discussion and review at a scheduled Labor/Management meeting.

28.4 Employees who are a part of the City's Special Response Team (SRT) will receive a 2.5% increase over their base rate (two positions available).

28.5 It is the employees' responsibility to notify Fire Administration and provide appropriate documentation when they believe they are eligible to receive incentive pay. All incentive pay will become effective upon approval by Fire Administration.

ARTICLE 29

DRUGS AND ALCOHOL

29.1 All members of the bargaining unit shall be subject to the City's Drug Free Work Place Policy, Administrative Policy #59.

ARTICLE 30
SEVERABILITY CLAUSE

30.1 If any provision of this Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other provisions and parts of this Agreement shall remain in full force and effect for the duration of this Agreement.

30.2 If any Article is rendered or declared invalid it shall be re-negotiated within sixty (60) days.

ARTICLE 31

PROHIBITION AGAINST REOPENING NEGOTIATIONS

31.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement. Neither party shall be permitted to re-open or re-negotiate this Agreement or any part of this Agreement, except as provided for herein.

ARTICLE 32
EDUCATION

32.1 All members of the bargaining unit will be entitled to education benefits according to the City's Education/Training Reimbursement Policy, Administrative Policy #58.

ARTICLE 33
BEREAVEMENT LEAVE

33.1 In the event of a death in an employee's immediate family, the employee shall be granted two (2) shifts off with pay. If the death requires out of state travel, one additional shift will be allowed. These days will not be charged against any other leave time and will not be considered as "time worked". The employee will be required to show proof of the death (obituary notice or other acceptable form of proof) and proof of out-of-state travel if utilized (plane ticket, gas slips, other acceptable form of proof). Bereavement leave must be used beginning on the shift following the death unless an alternative time frame is approved by the department.

33.2 For the purpose of this Article, immediate family shall be defined as: spouse, child, parent, stepparent, brother/step-brother, sister/step-sister, father-in-law, mother-in-law, grandfather, grandmother, grandchildren, brother-in-law, and sister-in-law. In the event the employee or their spouse was raised by someone other than one of the persons listed, the employee may request the leave as though the employee had been reared by one of the persons listed. However, this person must be identified, by written notification and placed in employee's file, one month prior to the usage of this bereavement leave.

33.3 Employees who are granted Bereavement Leave shall not be entitled to work under any circumstances unless called into work, in an

emergency situation, by the Fire Chief and/or the City Manager or their respective designees.

ARTICLE 34
PENSION

34.1 The City agrees to allow pension plan members to recommend improvements to the pension plan. It is expressly understood that any costs associated with said improvements will be the permanent obligation of the pension plan members.

34.2 To improve communication and understanding of the issues the IAFF, the City and/or the pension board may request a meeting (workshop or other publicly advertised meeting) with the City Commission to clarify any impacts and answer questions regarding any proposed ordinance(s).

34.3 Bargaining unit members ~~employed by the department prior to May 20, 2014, who have not entered the plan's DROP program~~ will be eligible to enter the plan's DROP or BAC DROP program with an investment return equal to the Fund's investment return but not less than zero.

34.4 The maximum annual overtime compensation which will be applied toward the employee's Final Average Compensation retirement calculation will not exceed 472 hours per fiscal year. Regularly scheduled FLSA (Garcia) hours will count toward the 472 hour maximum. Beginning October 1 of each year, the first 472 hours of overtime paid (including Garcia hours) will be considered pensionable and counted toward the employee's Final Average Compensation. All overtime hours paid (including Garcia hours) in a fiscal year beyond 472 hours will not be pensionable.

34.5 The number of Personal Leave buyout hours for pension purposes will be the lesser of the number of Personal Leave hours available in the employee's bank as of May 20, 2014 or the number of Personal Leave hours paid at the time of separation.

34.6 Bargaining unit members hired before May 20, 2014, will receive a defined benefit plan with a multiplier of 3.37% for all years of service.~~,~~ ~~and Bargaining unit members will be eligible for normal retirement upon the attainment of age 60; the attainment of age 55 and the completion of 10 years of credited service; or the completion of 20 years of credited service.~~ Bargaining unit members hired on or after May 20, 2014, will receive a defined benefit plan with a 2.75% multiplier~~,~~ for years of service between their date of hire and September 30, 2025, and a defined benefit plan with a 3.0% multiplier for years of service beginning on October 1, 2025. ~~and will be eligible for normal retirement upon the attainment of age 60; the attainment of age 55 and the completion of 10 years of credited service; or the attainment of age 52 with 25 years of credited service.~~ All bargaining unit members will be eligible for normal retirement upon the attainment of age 60; the attainment of age 55 and the completion of 10 years of credited service; or the completion of 20 years of credited service.

~~Additionally, employees hired on or after May 20, 2014, will not be eligible to participate in the plan's DROP or BAC DROP programs. All other lawful provisions of the defined benefit plan for employees hired on or after May 20, 2014, will be the same as those provided to employees hired prior to May 20, 2014.~~

34.7 By mutual consent, the IAFF and the City of Ormond Beach agree to share equally in Excess State Monies Reserves which come available and have it distributed annually as follows:

A. One-half will be used to reduce unfunded liabilities of the Firefighters' Pension Fund and one-half will remain in the fund to be used as determined by Firefighters Pension Plan members as permitted by law and consistent with section 34.1. The methodology for allocation of funds amongst members as part of the share plan will be based upon a majority vote by the Firefighters' Pension Fund members.

34.8 Once a pension member completes ten (10) years of credited service and becomes vested in the pension plan, the plan shall provide a default survivorship benefit to the beneficiary of the member's choice. This election will remain in effect until changed by the member at retirement. The cost of this benefit will be paid in full by the plan members.

ARTICLE 35
JOB CLASSIFICATIONS

35.1 There will be thorough and complete job descriptions for all employee classifications covered by this agreement.

35.2 The City and the IAFF will review job descriptions every two (2) years or during collective bargaining, whichever occurs first. Proposed changes in job descriptions will be submitted to the other party for review and comments; however the City retains the right to modify job descriptions after considering comments, if any, received from the IAFF.

ARTICLE 36
TERM OF AGREEMENT

36.1 This Agreement will become effective on the date of ratification by the respective parties and will remain in effect until September 30, ~~2025~~2028, with no re-openers.

36.1.1 This Agreement will remain in full force and effect until its successor is ratified and implemented, or until the impasse procedures are exhausted.

ARTICLE 37
PREVAILING RIGHTS

37.1 All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in this agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent. The Labor Management process will be utilized to reach mutual consent where needed. Excluded from above are economic matters or items found to be unreasonable, unsafe or not utilized by any career Fire Departments in Volusia County.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the date shown.

CITY OF ORMOND BEACH:

_____
Jason Leslie, Mayor

_____
Date

_____
Joyce Shanahan, City Manager

_____
Date

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 3499:

_____
David Randall, President

_____
Date

_____
Denton Sawyer, Vice-President

_____
Date

Appendix 1

FIREFIGHTERS' BILL OF RIGHTS

You are being interviewed as part of an official administrative investigation conducted by the City of Ormond Beach Fire Department. The following provisions of Part VIII of Chapter 112, Florida Statutes shall apply and be complied with by the investigating authority.

1. The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

2. No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably appraise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.

3. All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.

4. The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.

5. Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.

6. The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer questions.

7. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

8. An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.

9. No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his employment, or be threatened with any such treatment as retaliation for or by reason solely of his exercise of any of the rights granted or protected by this part.

I acknowledge that I have been informed and understand the above rights concerning this investigation.

_____	_____	_____
Name	Date	Time
_____	_____	_____
Name	Date	Time
_____	_____	_____
Name	Date	Time

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	February 3, 2026	**Item No**	7.D.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Collective Bargaining Agreement, International Union of Police Associations (IUPA), Local 6075		
Recommended Action	Staff recommends approval of the collective bargaining agreement with IUPA expiring on September 30, 2028.		
Strategic Goal	Governance - Other		
Department Staff Contact	City Manager Claire Whitley, Assistant City Manager		

Summary

This is a request for City Commission approval of a collective bargaining agreement between the City of Ormond Beach and the Ormond Beach International Union of Police Associations, AFL-CIO LOCAL #6075, (IUPA). The proposed agreement will become effective on the date it is last executed by the respective parties and will remain in effect until September 30, 2028, or until a new agreement is reached.

Negotiations for a new contract with the IUPA began in February of 2025. Several bargaining sessions between City staff and the union were held throughout this process, after which a proposed collective bargaining agreement was presented to covered employees. Employees included in the IUPA bargaining unit voted in favor of ratifying the proposed contract.

Changes to the collective bargaining agreement, which include both operational and economic items, are detailed in the attached proposed agreement, with significant highlights summarized below:

Article 28: Wages

- Year 1: 5% increase
- Year 2: 5% increase
- Year 3: 5% increase

Article 34: Pension

- Bargaining unit members hired after August 21, 2012, will receive a defined benefit plan with a 3% multiplier for all years of service.
- All bargaining unit members will be eligible for normal retirement upon the attainment of age 60 or attainment of age 55 and completion of 10 years of credited service or the completion of 20 years of credited service.
- The City will receive the union's share of the premium tax distribution until such time the City has collected funds equal to the cost of retroactively funding the increased multiplier for members hired after August 21, 2012.

Financial Impact

The FY 2025-2026 wage increase, applied retroactively to October 1, 2025, is approximately $257,000 and pension changes amount to $150,000 annually. Funding has been included in the FY 2025-26 General Fund budget of the Police Department.

Wage increases for FY 2026-27 of $270,000 and FY 2027-28 of $283,000 will be included in the corresponding budgets.

Citizen Impact

Negotiating fair and equitable terms of employment for represented City employees through multi-year collective bargaining agreements supports continued delivery of high service levels in critical areas for our residents, businesses, and visitors.

Attachments

1. 26-14 IUPA collective bargaining (25-0190G)
2. IUPA Agreement 2025-2028
3. IUPA Agreement 2025-2028 strike through

RESOLUTION NO. 2026-14

A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS (I.U.P.A.) LOCAL #6075; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Collective Bargaining Agreement between the City and the International Union of Police Attorneys (I.U.P.A.) Local 6075, a copy of the Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 3rd day of February, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH

POLICE OFFICERS'

COLLECTIVE BARGAINING AGREEMENT

October 1, 2025 through September 30, 2028*

**Agreement effective date is upon ratification by both parties, unless indicated otherwise, in which case the effective date for that specific provision applies.*

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AGREEMENT

This Agreement is entered into by the CITY OF ORMOND BEACH, FLORIDA, hereinafter referred to as the "City", and INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO LOCAL #6075, hereinafter referred to as "IUPA".

ARTICLE 1
RECOGNITION

1.1 The City hereby recognizes IUPA as the exclusive bargaining representative, as provided in the State of Florida Public Employees Relations Commission certification #2037, for all matters affecting wages, hours, and working conditions as provided for in Chapter 447, Florida Statutes, for all sworn police officers in the Ormond Beach Police Department, including Police Officers, Corporals, and Sergeants, but excluding all ranks above Sergeant, non-sworn officers, and clerical employees.

1.2 Any amendments to the unit certified by PERC will be entitled to the terms, conditions and benefits of this Agreement.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 Except as expressly provided for in this Agreement, the City has the sole and exclusive right to manage and direct the Ormond Beach Police Department, set standards of service to be offered to the public and to exercise control and discretion over its operation.

2.2 The City, except as provided in this Agreement, specifically, but not by way of limitation, reserves the exclusive right to: hire, promote, and lay-off employees; fire, demote and suspend for just cause; transfer employees from assignment to assignment; re-hire employees; determine the starting and quitting times and the number of hours and shifts to be worked; maintain the efficiency of employees through supervisory personnel; merge, consolidate, expand or close the department or any part thereof or expand, reduce, alter, combine, assign or cease any positions with adequate notice; control the use of equipment and property of the City; fill any position on a temporary, emergency or interim basis; determine the number, location, and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulation; and introduce new or improved services, maintenance procedures, materials, facilities and equipment.

2.3 If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions.

2.4 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity of management and direction of the City of Ormond Beach Police Department. Any rights, powers and authority the City had prior to entering into this Agreement are retained by the City except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

2.5 If, in the discretion of the Mayor and/or the City Manager, it is determined that civil emergency conditions exist, including riots, civil disorders, weather conditions or what is judged to be a public danger or emergency, the provisions of this Agreement may be suspended by the Mayor and/or City Manager during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

2.6 However, the exercise of the above rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 3
EMPLOYEE RIGHTS

3.1 The City and IUPA agree not to interfere with the right of any eligible employee to become a member of IUPA, withdraw from membership in IUPA, refrain from becoming a member of IUPA, or engage in activity on behalf of IUPA.

3.2 There shall be no discrimination against any employee by reason of race, creed, color, age, national origin, sex, or handicap. Reference to the use of the word "he" in this Agreement is for brevity only and shall be interpreted to mean "he" or "she." The exclusive remedy for any alleged violations of this section shall be federal and/or state courts and agencies and not Article 17, the Grievance and Arbitration procedure under this Contract.

3.3 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration as defined in Article 17 available under this Agreement, without representation of IUPA. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official without the intervention of IUPA, provided that the immediate supervisor or other Departmental Official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

3.4 In any matter involving a formal grievance, IUPA shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

ARTICLE 4
STRIKES AND LOCKOUTS

4.1 There will be no strikes, work stoppages, picketing, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the employees or IUPA and there will be no lockouts by the City for the duration of this Agreement. IUPA supports the City fully in maintaining normal operations.

4.2 Any employee who participates in or promotes a strike, work stoppage, picketing, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to the grievance and arbitration procedure.

4.3 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

4.4 "Picketing" as used herein shall mean any action which has the effect of preventing employees from reporting to or continuing work or preventing the public from entering any public facilities.

ARTICLE 5
DUES DEDUCTION

5.1 Upon receipt by the Finance Department of a lawfully executed written authorization form (approved by the City) from an employee, the City agrees to deduct the regular IUPA dues twice monthly for 24 deductions per year and remit such deduction to the International Union of Police Association, 5632 Bee Ridge Road, Suite 200, Sarasota, FL 34233, along with a list of names on a monthly basis.

IUPA will notify the City in writing thirty (30) days prior to any change in the regular IUPA dues structure.

5.2 Any employee may, at any time, on a form provided by IUPA (approved by the City), revoke his IUPA dues deduction authorization and submit such revocation form to the City with a copy to IUPA. The City shall discontinue dues deductions only on the first payday of each calendar month, after thirty (30) days written notice to IUPA.

5.3 IUPA agrees to pay the City three cents ($0.03) per member per pay period for the deduction of dues.

ARTICLE 6
PERSONNEL RECORDS

6.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file; provided, however, that such inspection shall take place off duty, or on duty with the prior permission of the Chief or the employee's immediate supervisor. If permission is granted, an appointment to review the file must be made with the Human Resources Department. The file will be reviewed at the location where the official personnel file is kept. The employee shall have the right to obtain duplicate copies up to fifty (50) pages at no cost to the employee and thereafter consistent with the City's normal policy and payment for such copies under the Public Records Act.

6.2 Employees shall have the right to file a written response to any letter of reprimand, or other document, which is placed in the employee's official personnel file, subsequent to the effective date of this Agreement, as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.

6.3 To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or the public with any employee's

home address, telephone number, photograph, and other statutorily exempt material without the officer's consent.

6.4 IUPA agrees not to directly or indirectly furnish the news media or the public with confidential/exempt personnel records without the consent of the City and the employee, thus mutually agreeing to the confidentiality of personnel records other than required by law.

6.5 Department efficiency and substantiated incident reports will become a permanent part of an employee's personnel file. Substantiated incident reports are subject to Article 17, the Grievance and Arbitration Procedure.

ARTICLE 7

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

7.1 In the event the Police Chief determines that there is a need to temporarily fill a regularly-budgeted position with an employee from a lower classification, the Police Chief shall immediately advise the Human Resources Director of such intention.

In the event there exists no current eligibility list for a budgeted position, the Police Chief may select any employee from a lower classification to temporarily fill such budgeted position. If the employee selected for a temporary position is not selected to the regular position, this employee shall be returned to his previous classification and pay rate.

7.2 If an employee is temporarily assigned to a budgeted position of a higher rank for a total period of five (5) days during any thirty (30) day period, he shall receive the higher pay rate from the first day of the assignment. This paragraph does not apply when a Corporal is temporarily assigned as a Sergeant; there will be no higher pay upon such temporary assignment.

ARTICLE 8
PROMOTIONS

8.1 Whenever a budgeted promotional vacancy exists in the Corporal or Sergeant Classification, the City will attempt to fill such vacancy within one hundred twenty (120) days. Internal candidates must be on the promotional eligibility list. External candidates may be considered for positions above the rank of Sergeant.

8.2 The City shall announce promotional examinations at least thirty (30) days in advance of said examinations. The City will list the general areas which the examinations will cover and the sources from which the examinations are drawn, and the location of the sources. The City will contract with a qualified outside vendor to create, administer, and score the testing process. The Chief, or the Chief's designee, shall approve questions prior to the examination process.

8.3 The City agrees that upon execution of this Agreement, the promotional probationary period shall be nine (9) months in duration and cannot be extended except when the probationary employee is unable to work because of illness, injury, or leave of absence. Such extension shall be on a day-for-day basis for any leave usage of more than forty (40) consecutive work hours. During promotional probationary status, an employee will be returned to his prior position, which shall not be subject to the grievance procedure in Article 17.

8.4 Promotions will be made from an annually established eligibility list, the ranking of which will be determined through the administration of a written and/or practical exam and may include a structured oral interview process. Officers will have the option to keep their score for one twelve-month period for purposes of determining their ranking on the eligibility list. The City agrees to notify the bargaining unit of any changes to the test that would affect the rollover score prior to implementation of the test. The officer is required to notify the Human Resources Department in writing of such after the new testing process has been announced but prior to the end date to sign up for the new testing process. The Police Chief reserves the right to use a modified assessment center as well at his discretion. To be eligible to participate in the promotional process for Sergeant, the employee must have five (5) continuous years of service as a certified law enforcement officer with the City immediately prior to starting the promotional process (three years for Corporal). Employees may become eligible for participation in the promotional process for the rank of Sergeant after three (3) years of employment if they possess a Bachelor's Degree from an accredited college or University, or after four (4) years of employment if they possess an Associate's Degree from an accredited college or university. Similarly, employees may become eligible to participate in the promotional process for the rank of Corporal after two (2) years of employment if they possess either a Bachelor's Degree or an Associate's Degree from an accredited college or university. All promotional requirements are to be determined by the Police Chief and will be posted to provide sufficient time for department personnel to prepare. To be eligible for

the oral interview or modified assessment center process, applicants must score 70% or higher on the written and/or practical exam(s).

Following the administration of the promotional process, a rank ordered list shall be established by the Human Resources Department which shall be separated into “Qualified,” and “Unqualified” categories. The categories shall be established by using the combined numerical score earned during all phases of the promotional process. Candidates in the “Qualified” category will be defined as candidates scoring 70% or above total combined score. Candidates in the “Unqualified” category will be defined as candidates scoring below 70% total combined score. All numerical ties shall be resolved in favor of seniority.

The candidates with the five (5) highest scores will be provided in order of the final numerical score to the Police Chief. This list will include the candidate’s name and actual score.

For each vacancy that is to be filled, the Chief of Police shall recommend to the City Manager one (1) of the top five (5) candidates for the position from the “Qualified” category. If there is more than one vacancy, after the first vacancy has been filled, the next highest candidate on the eligibility list will be added so that for each vacancy, there are always five eligible candidates, unless there are less than five names on the eligibility list. In the event a candidate with a higher score is passed over for a candidate with a lesser score on the eligibility list more than one (1) time, the Chief of Police, or Chief’s designee, agrees to meet with the employee(s) to discuss the reasons for being passed over a second time.

8.5 An employee demoted in rank (i.e., sergeant-corporal, corporal-officer), will not be eligible for promotion for one (1) year from the date of demotion; however, the employee may participate in a promotional examination for the purpose of establishing an eligibility list that is given during the officer's one (1) year "waiting" period.

8.6 Upon promotion from a lower classification to a higher classification, the employee promoted will receive an increase to the minimum pay rate of the new position’s salary range or a 10% increase from the employee’s current pay rate, whichever is higher. Employees promoted from Officer to Sergeant will receive a 20% pay increase. This section also applies to pay for temporary assignments to a higher classification consistent with Section 7.2. Modifications to the promotional rates become effective on the first full payroll period following ratification of the agreement by both parties and do not apply to any promotions retroactively.

ARTICLE 9
ASSOCIATION REPRESENTATIVE

9.1 IUPA shall be represented by its State Staff Representative or designated Department Representatives. It shall be the responsibility of IUPA to notify the City Manager, in writing, of any change in the designation of IUPA Representatives, subsequent to the execution of this Agreement.

9.2 The agenda of each regularly scheduled City Commission meeting will be made available to the State Staff Representative or Department Representatives of IUPA or, if not available, provided upon request.

9.3 Three (3) members of IUPA's negotiating committee (employees of the City) shall be permitted to attend, without loss of pay, all contract negotiations and the City Commission meeting where final action is scheduled to be taken on the approval (or rejection) of this collective bargaining Agreement and its successor.

9.4 An employee representative of IUPA, designated by the State Staff Representative, shall be permitted reasonable access to all Departmental work locations at reasonable times to handle specific grievances and matters of interpretation of this Agreement, upon proper approval. The exercise of such access rights by the Employee

Representative shall not interfere with his duties or the duties of other employees.

9.5 Three (3) employee representatives of IUPA who are engaged in the reopening of this contract or in the successor contract shall be allowed to attend the negotiation sessions that occur within their normal duty hours without loss of pay or benefits.

ARTICLE 10

EMPLOYEE-MANAGEMENT COMMITTEE

10.1 There shall be an Employee-Management Committee consisting of the following IUPA and Management representatives:

A. Three (3) Department representatives along with the State Staff Representative of IUPA, and
B. The Police Chief, the Human Resources Director, and the City Manager (or their respective designees).

10.2 The Employee-Management Committee shall, upon request of either party, meet as mutually agreed upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations. IUPA representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. IUPA representatives attending Committee meetings during on-duty hours will be released from duty without loss of pay or benefits.

10.3 The Committee shall not engage in collective bargaining or the resolution of grievances.

ARTICLE 11
SENIORITY

11.1 Seniority shall consist of continuous accumulated paid service (to include periods of authorized leave) with the Ormond Beach Police Department as a Police Officer. Seniority shall be computed from the last date of hire or, where applicable, from the last date of promotion to a higher rank, as recorded in the personnel records. Seniority shall also accumulate during absences in which the employee is receiving workers' compensation benefits as a result of an injury sustained during his employment with the City of Ormond Beach.

In the event two (2) or more employees start their employment as Police Officers on the same day, the employee with prior *continuous* employment with the Ormond Beach Police Department (i.e.: in a non-sworn position) shall be deemed to have greater seniority. In the event two (2) or more employees start their employment as Police Officers on the same day and one has been a *prior* employee with the Ormond Beach Police Department (with or without continuous service), the prior employee shall be deemed to have greater seniority. In this example, if one employee's prior Ormond Beach Police Department experience was in a sworn position, that employee with experience as a sworn officer shall be deemed to have greater seniority. If two (2) or more employees start their employment as Police Officers on the same day are still equal in seniority after the above provisions are applied, then the ranking provided by the selection panel during the hiring process shall be used to break the tie. In the event two (2) or more employees in the same

rank above that of Police Officer were promoted on the same day, then the final score as used in Article 8, Promotions, to establish the eligibility list will be used to break any tie on seniority.

Except as otherwise provided herein, seniority *in rank* shall have preference. Seniority shall be utilized for the following purposes:

A. Seniority preference shall be granted to simultaneous personal leave requests; provided, however, that the Department shall retain the right to disregard seniority preference in the event it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any personal leave period. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all personal leave during any given period in the event of disaster or emergency.

B. In the event of a vacancy in any division or unit (non-promotional vacancy) within the Department, seniority will be considered along with the skills, abilities and the requirements of the job.

C. Annually, starting on September 1st, employees will bid for slots in their rank within their assigned division for the upcoming year's schedule in order of their seniority in rank. This includes all divisions that have more than one employee of the same rank. A schedule with all available shifts including days off and starting/ending times for days worked will be used. The area for employee names will be left blank for bidding employees to write their names. Once the senior employee of that rank in the division or unit bids, then the next employee in order of seniority for that rank shall bid, and so on

until all employees of that rank in that division have bid. The bidding process must be completed by September 30th, and posted by the first week in October. The upcoming year's schedule will start on the first full pay cycle in January following the annual bidding process. Nothing contained herein shall be interpreted as restricting the Department's right to disregard bidding preference outlined above for legitimate operational reasons. Examples of such reasons include, but are not limited to: 1) ensuring specialized skills are available; 2) availability of Field Training Officers; and 3) balance in experience, skills, and ability on a shift.

D. To the extent possible the City shall announce lateral transfer opportunities for the upcoming year's schedule prior to the start of the bid process so that those affected can bid as described above based on the new division assignment. Seniority in a division or unit shall be based on the most recent date the employee was assigned to the current division or unit, excluding Patrol. Seniority for Patrol will be determined by the employees in their classification as described in Section 11.1.

E. In the event of a personnel reduction, employees shall be laid-off in the inverse order of their seniority in their rank; provided, however, that if two or more employees have seniority standing within six (6) months of each other, the Police Chief, with the approval of the City Manager, shall determine the order of lay-off based on education and performance evaluation. An employee laid-off from a higher rank shall be given an opportunity to revert to the next lower rank, provided that he is fully qualified

to perform the work in that lower rank and has greater departmental seniority than the employee with the least departmental seniority in the lower rank. Upon reverting to a lower rank for all purposes other than layoff, an employee's seniority shall be determined by the date of his permanent appointment to that rank. All temporary, provisional, limited term and probationary employees shall be laid-off from a rank before any permanent employee is laid-off or reduced in rank.

11.2 Employees shall be recalled from lay-off or reinstated to his/her prior position where the reduction in rank resulted from a layoff, in accordance with their departmental seniority. No new employees shall be hired in any rank until all employees on lay-off status in that rank have had an opportunity to return to work; provided, however, such employees meet all of the requirements established by the State of Florida Criminal Justice Standards and Training Commission in effect at the time of recall. No laid-off employee shall retain recall rights beyond eighteen (18) months from the date of lay-off. In order to retain recall rights, it is the responsibility of the employee to keep the City advised of the current location and telephone number where he may be reached for recall; notices of recall will be sent to the address shown in City personnel files, with a copy to the union. Employees recalled shall respond within fourteen (14) calendar days of the recall notification and, return to work on the day directed following the fourteen (14) day response period. During the fourteen (14) day response period, the employee must pass any physical exam, including drug test, required of newly hired police officers to be eligible to return to duty (paid status).

ARTICLE 12
PROBATIONARY PERSONNEL

12.1 All new employees of the Department shall serve a probationary period of one (1) year from date of hire as a sworn officer, during which time they shall not be entitled to any seniority or tenure rights, but during such period new employees shall be subject to all other terms and conditions of this Agreement and applicable regulations contained in the City's Human Resources Policy. Upon completion of said one (1) year probationary period, employees shall be known as regular employees and seniority rights and tenure shall accrue from commencement of the probationary period and shall be considered a part of such employee's seniority rights. Probationary employees are entitled to grieve but are not entitled to arbitrate under Article 17.

The probationary period may be extended for up to ninety (90) days, at the discretion of the Police Chief in the event the employee receives a rating lower than "Meets Standards" during such probationary period. The probationary period may also be extended in the event the employee is unable to work because of illness, injury, or leave of absence. Such extension shall be on a day-for-day basis for any leave usage of more than forty (40) consecutive work hours.

ARTICLE 13
INTERNAL INVESTIGATIONS

13.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, Department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.

13.2 In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that the City will comply with the Law Enforcement Bill of Rights Florida Statute 112 Part VI (112.531-112.534) to the extent it is applicable to the investigation. An Acknowledgement and receipt of understanding of the Law Enforcement Bill of Rights is attached hereto as Appendix A. In addition to the protections provided under Appendix A, any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or a matter of internal security will also include the following protections:

A. No employee shall be ordered to submit to any mechanical device designed to measure the truth of his responses during questioning; provided, however, that there shall be no restriction on the right of any employee to voluntarily submit to such device.

B. In the interest of internal security and fairness to the employee under investigation and in recognition of the fact that Florida Statute 112.533 prohibits any person who is a participant in such an investigation from disclosing any information regarding said investigation while the investigation is on-going, the City, insofar as is legally permissible, agrees to make no public conclusionary statements concerning the validity of the allegations under investigation until such time as the investigation has been completed. In the event the employee under investigation, or any organization or person representing said employee makes public statements concerning the allegations under investigation, the City shall have the right to respond in any manner it deems appropriate.

C. In cases in which the City chooses to relieve an employee from duty pending an administrative investigation or determination, the following conditions will apply:

1. The employee will remain on full salary and benefits and shall not lose any benefits during the period of the administrative investigation.

2. In the event disciplinary action results from the administrative investigation, that period of time during which the employee was relieved from duty will be included in the disciplinary action. In the event that an employee has been paid, the employee's Personal Leave Time or compensatory time shall be charged as a set-off.

3. If the investigation is a criminal investigation, the officer may be placed on administrative leave without pay. If exonerated, the officer will be made whole for any loss of pay. Insurance benefits will continue until the officer returns to work or is terminated. No other benefits will accrue or be paid during such leave.

D. A charge of "conduct unbecoming an officer" or other similar charge shall include specifications supporting the charge.

13.3 After an internal investigation is concluded, if the investigation results in a finding of not sustained, unfounded, exonerated, or policy failure, the investigative report will be maintained by the City solely for the purpose of defending any anticipated litigation that may arise out of the complaint that

caused the internal affairs investigation. These files may be considered in conjunction with stress management procedures employed by the City and the Chief may discuss the incidents with the City Manager in accordance with departmental S.O.P.s. These files will be maintained by Professional Standards and retained in accordance with public records statutes. However, they cannot be used in any future disciplinary actions or future evaluations.

ARTICLE 14
BULLETIN BOARDS

14.1 The City shall provide four (4) square feet of space on which to hang the IUPA bulletin board in a location accessible to all bargaining unit employees. The City shall permit IUPA to post notices of IUPA's business and matters relating to the administration of this Agreement. The City agrees that IUPA may use the City's e-mail system for IUPA-related information in the same manner as the bulletin board. Only IUPA Department Representative is authorized to post messages under this section.

14.2 Copies of all material, notices or announcements shall be submitted to the Police Chief or his designee.

14.3 No materials, notices or announcements shall be posted which contain anything of a political or controversial nature and which adversely reflects upon the City of Ormond Beach, its independent agencies, its employees or any labor organization among its employees.

ARTICLE 15
VOTING

15.1 During a primary, general, or special election an employee who is registered to vote, and whose hours of work do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. In the event the polls are open one (1) hour before or one (1) hour after the employee's regular scheduled work period, it shall be deemed as sufficient time for voting. Additional time, if necessary, may be permitted with supervisor approval.

ARTICLE 16
DISCIPLINARY ACTION

16.1 In the event a non-probationary employee is to be discharged, suspended, demoted, or reprimanded the City agrees that he shall be provided with written notification of the reasons for the discharge, suspension, demotion, or reprimand and the employee will be given an opportunity to explain his actions to the Police Chief or his designee prior to the action becoming effective. The employee will be hand delivered the Police Chief's decision prior to its effective date, or it will mailed to the address in the Human Resource Department records via FedEx, UPS, or USPS mail with tracking and delivery confirmation, or it will be emailed to the employee's City email address with delivery and read receipt. In the event the employee does not acknowledge receipt of mail delivery by signature, or email delivery by read receipt, within 10 calendar days, the City may send without signature or receipt requirement. This section does not apply to probationary status on promotions, provided that an employee who has been promoted may be demoted to his prior position during his probationary status without complying with this Section.

16.2 Upon conclusion of the investigation the affected employee may obtain at no cost to the employee a copy of the entire investigative file in connection with the current investigation, upon which disciplinary action can or will be taken against the employee.

16.3 In the event an employee becomes the subject of a formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or the City, whichever is appropriate, shall notify the employee of the disposition of the complaint upon the conclusion of the formal investigation.

16.4 Suspensions will not become effective until the employee has exhausted all appeals, excluding arbitration, of said suspension or until the time periods for such appeals have expired.

16.5 Employees will not be reprimanded, suspended, discharged, or demoted without just cause.

ARTICLE 17

GRIEVANCE AND ARBITRATION PROCEDURE

17.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving discipline and the application or interpretation of this Agreement.

On any issue that could be heard by the Human Resources Board and is also subject to this Article, the employee will have his choice of which procedure to follow. The selection of the Human Resources Board route will be considered a conclusive waiver of the grievance and arbitration procedure, and vice versa. An "issue" under this Section means an issue arising out of a single occurrence or set of events.

17.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step; provided that, if the written answer at Step IV is not timely received, IUPA, if it desires to arbitrate under Step V, Arbitration, must request arbitration within fifteen (15) days of the date that the City Manager's response was due under Step IV. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, the grievance shall be conclusively deemed as having been abandoned. The time limits specified in this Article may be extended by mutual agreement of the parties.

17.3 Grievances shall be presented in the following manner:

STEP I. The employee shall first discuss his grievance with his Lieutenant within ten (10) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on personal leave time, or other compensated leave, the ten (10) day period shall commence immediately upon the employee's return from such compensated leave. The first step (between the employee and his Lieutenant) shall be on an informal and oral basis, and shall not involve IUPA or any other representative of the employee, unless requested by the employee. The Lieutenant shall render a decision within five (5) days after presentation of the grievance. If not approved, the grievance may be appealed to Step II within five (5) days of disapproval.

STEP II. Any grievance which cannot be satisfactorily settled with the Lieutenant shall be reduced to writing by the employee or his representative and shall be filed with his Captain. Such grievance shall be presented to the Captain within five (5) days of the date of completion of Step I. The Captain shall, within five (5) days after receipt of the grievance, render his decision on the grievance in writing, unless a longer period of time is mutually agreed upon. If the Captain is the employee's immediate supervisor, then Step I may be omitted and the employee may initiate the grievance at Step II.

STEP III. Any grievance which cannot be satisfactorily settled with the Captain shall next be submitted to the Police Chief, or his designee, either through the employee and his/her representative, or by the employee alone at the employee's option. The grievance as specified in writing in Step II shall be discussed by and between the employee and the employee's representative and the Police Chief or his designee, within five (5) days after the completion of Step II,. Within five (5) days after this discussion, the Police Chief or his designee shall render his decision in writing, with a copy to IUPA. All grievances related to discipline shall begin at Step III and must be filed within ten (10) days after notification of the discipline. Grievances involving reprimands shall be attended by the City Human Resources Director or designee and shall not go beyond Step III.

STEP IV. Any grievance not satisfactorily settled at Step III above will be submitted to the City Manager or designee within five (5) days from the date the Police Chief has rendered his decision. The grievance shall be submitted in writing and a copy of the original written grievance must be attached. The City Manager may meet with the employee and his or her representative, with the employee's consent, and render his decision within ten (10) days of receipt of the grievance. At any meeting with the City Manager, the employee may elect to either present their grievance personally, or designate an employee representative to present the grievance on his/her behalf. A copy of the decision will be sent to IUPA. The time limits specified in this Article may be extended by mutual agreement of the parties.

STEP V - ARBITRATION. Except as otherwise provided by applicable law, only IUPA may advance a grievance to arbitration. The City shall not be required to process any request for arbitration, or arbitrate any matter, not authorized by IUPA in writing. In the event a grievance processed through the grievance procedure has not been resolved in Step IV above, IUPA may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager renders a written decision on the grievance or, if no written response is received, within fifteen (15) days of the date that a written response was due under Step IV. A copy of the letter requesting arbitration must be provided to the other party. The arbitrator may be any impartial person mutually agreed upon by and between the parties. If an impartial arbitrator cannot be agreed upon within fifteen (15) days after the grievance is submitted to arbitration, then the parties shall jointly request the Federal Mediation and Conciliation Services to furnish a sub-regional panel of seven (7) names from which each party shall have the option within five (5) days of receipt of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral and impartial arbitrator. The party requesting arbitration shall have the first strike.

17.4 The City and IUPA, or the employee requesting the arbitration, shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator shall thereafter confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be

submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step II (or Step III if applicable above) of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part hereof, or amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent herein provided. To the extent such rules are not inconsistent with this Article; the arbitration hearing shall be conducted in accordance with the rules of procedures promulgated by the Federal Mediation and Conciliation Service.

17.5 Each party shall bear the expense of its own witnesses and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fees and related expenses, if any, shall be borne by the non-prevailing party as determined by the arbitrator. The City shall provide a room for the hearing. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties request or obtain a copy of the transcript, in which case the costs shall be shared equally.

17.6 Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days after the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

17.7 When a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between IUPA and the City, such grievance shall be presented by IUPA's representative, in writing, directly to the Police Chief as in Step III, within fourteen (14) days of the occurrence of the event(s). Where it is applicable to a number of employees, each such employee for whom relief is sought shall be identified in the grievance, provided that no retribution will be taken against those so identified.

17.8 Unless specifically referred to as a calendar day all references to "days" in this Article are defined as days in which City Hall is open for normal business. The time limits specified in this Article may be extended by mutual agreement in writing of the parties.

17.9 Consistent with the provisions of Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Commission for funding of the Agreement. The arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate, cause, or require the City to bear any expense, debt, cost or liability which would

result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Commission for the funding of this Agreement as agreed upon by the parties, provided that this section shall not apply to the award of any back pay. Any award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

ARTICLE 18
TRAINING

18.1 The City and the Police Department agree to make a good faith effort to promote classroom type and/or on-the-job training for the purpose of improving the performance of employees, aiding employees to equip them for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public.

18.2 Where the Department requires an employee to attend weapons training, or qualify with his firearm, the Department will make every reasonable effort to facilitate the employee attending such firearms training during his normal working hours. Should the employee be required to attend the firing range during his off-duty hours, the actual time spent by the employee in acquiring such training during his off-duty hours shall be compensated in accordance with Article 23 (Hours of Work and Overtime), unless that employee failed to avail himself of the opportunity to obtain training while on duty.

18.3 If the Department requires any employee to attend supervisory training and/or training in specialized police techniques, the Department will make every reasonable effort to facilitate the employee's attending such training during his normal working hours. In the event the Department is unable to schedule the employee to attend such training during his normal working hours, the employee shall be required to attend such training during

his off-duty hours; provided, however, that the time spent by the employee in such training during his off-duty hours shall be compensated in accordance with Article 23 (Hours of Work and Overtime), unless that employee failed to avail himself of the opportunity to obtain training while on duty.

ARTICLE 19
LEAVE OF ABSENCE

19.1 The Police Chief may grant any employee a leave of absence without pay for a period not to exceed thirty (30) days. Leaves of absence without pay for a period in excess of thirty (30) days, but not more than six (6) months, may be granted only upon the written approval of the City Manager. Failure of any employee to return to duty upon expiration of his leave of absence may automatically constitute the resignation of that employee. Holidays, sick leave, annual leave and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay; provided, however, that if permitted by the Retirement Plan, the employee may maintain his retirement credit by paying both his and the City's share of the Retirement Plan premiums and further that the employee may maintain his health insurance coverage by paying the total cost of his group insurance premium. Longevity increases, and merit increases, and any other increases for which an employee may become eligible based in whole or in part on length of service with the City shall not be credited during any leave of absence without pay. An employee shall return from leave of absence to the same salary and grade as at the time commencement of leave of absence. An employee on leave of absence for more than 30 days may be required to take and pass the physical examination at City expense, including drug test, then being given to all newly hired police officers before returning to duty (paid status) from the leave of absence.

19.2 Any employee covered hereunder may be given educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined by the Police Chief and the City Manager. Any request for such educational leave must be approved in advance by the Police Chief. The decision of whether or not to grant such educational leave and the determination as to whether such leave will be compensated shall ultimately be in the sole discretion of the City Manager.

An employee granted educational leave with full pay shall be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. Entitlement to benefits for employees on partially compensated or uncompensated educational leave shall be determined by the City Manager.

19.3 An employee who is a member of the National Guard or an organized military reserve unit of the United States will be allowed paid leave consistent with Florida Statute §115.07 and City policy. Prior to returning to duty (paid status), the employee must notify the City of any injuries sustained during such leave and may be required to take and pass the physical examination at City expense then given to all newly hired police officers.

19.4 In the event an employee is granted a leave of absence, whether paid or unpaid, the employee shall return to work upon termination of the leave. Absent extenuating circumstances beyond the control of the employee, when neither the employee nor someone acting on his behalf is able to contact

the City, failure to return to work shall automatically be construed as resignation by the employee.

19.5 Employees qualifying for leave under the Family and Medical Leave Act (FMLA) will be entitled to such leave pursuant to the Family and Medical Leave Act and City policy.

ARTICLE 20
HOLIDAY LEAVE

20.1 The City will recognize the following holidays for employees, modifications to the holiday schedule become effective on the first full payroll period following ratification of the agreement by both parties and do not apply to any holidays retroactively:

New Year's Day
Dr. Martin Luther King, Jr.'s Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Veterans Day
One (1) Floating Holiday - as designated by a majority vote of all City employees.

20.2 If an employee works on one of the above recognized holidays, with the exception of the Independence Day holiday, the employee shall receive payment at his regular rate of pay for all hours worked in addition to holiday pay equal to the number of hours the employee worked, up to a maximum of twelve (12) hours, at the regular straight time rate.

If an employee works on the Independence Day holiday, the employee shall receive payment at his or her regular rate of pay for all hours worked in addition to holiday pay equal to the number of hours the employee worked, up to a maximum of eighteen (18) hours, at the regular straight time rate.

If the holiday falls on an employee's scheduled work day, but the employee chooses to take approved leave (with or without pay) for that day, the employee shall receive holiday pay at the regular straight time rate equal to the number of hours he was scheduled to work (i.e. 8, 10 or 12 hours; for example, if an eight (8) hour shift person works twelve (12) hours on a holiday, that employee would receive twelve (12) hours of holiday pay.)

If the holiday falls on one of the employee's off-duty days, the employee will be paid eight and four tenths (8.4) hours pay at the regular straight time rate as holiday pay.

20.3 Employees may choose to apply their holiday benefit to their Compensatory Time Bank; the hours will be applied at the regular straight time rate.

ARTICLE 21
PERSONAL LEAVE TIME

21.1 Every employee shall be eligible to use paid Personal Leave time after completing six (6) months of employment. Employees shall start to earn Personal Leave time as of their date of appointment as a Police Officer.

21.2 An employee may request payment of scheduled Personal Leave time of forty (40) hours or more in advance of the approved scheduled leave by submitting a written request to the City Finance Department office at least two (2) weeks prior to starting the scheduled leave.

21.3 Personal Leave time shall accrue at the following rates for each full calendar month of service:

1st year through 4th year of employment with the City	Twelve (12) hours per month
5th year through 9th year of employment with the City	Fourteen (14) hours per month
10th year through 14th year of employment with the City	Sixteen (16) hours per month
15th year through 19th year of employment with the City	Eighteen (18) hours per month
20 years and over of employment with the City	Twenty (20) hours per month

21.4 Personal Leave must be requested and approved at least 72 hours in advance of scheduled use. Such scheduled Personal Leave time shall be

considered as "time worked" for purposes of computing overtime under Article 22.

21.5 In the event of an emergency, such as personal or family illness, no advance approval of the use of Personal Leave time will be required. In order to maintain service, all bargaining unit members agree that Unscheduled Personal Leave time will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave time. Employees shall notify management of an absence prior to the start of any scheduled work period. No doctor's certificate or any other proof of illness will be required under this section; provided, however, that if the City believes that the use of unscheduled Personal Leave time is being abused, the City will so advise IUPA and the employee of the perceived abuse. If the abuse continues, the City reserves the right to refuse to permit the abusing employee to charge subsequent unscheduled emergency leave to Personal Leave time and any subsequent unscheduled leave will be taken without pay. If there is a dispute of whether there was abuse, that issue shall be subject to Article 17. Unscheduled Personal Leave time is leave that is not approved in advance in accordance with Section 21.4. Unscheduled Personal Leave time is not considered as "time worked" for purposes of computing time worked for overtime purposes under Article 22. Requests for unscheduled personal leave which are not related to an illness or other emergency may be denied by the employee's Supervisor.

21.6 Personal Leave banks cannot exceed 520 hours as of an employee's anniversary date of service. Hours in excess of 520 at an employee's anniversary date, and every anniversary date thereafter, will be automatically forfeited. Exceptions to this automatic forfeiture include employees who are in their final year of employment as stated in 21.8 and unique circumstances approved in advance by the Chief and the Human Resources Director.

21.7 Bargaining Unit members may elect to be paid up to forty (40) hours of accrued Personal Leave on an annual basis. In order to be eligible for such payment, employees must have a minimum of 240 hours in their Personal Leave bank and request to receive such payment at least two (2) weeks in advance of their anniversary date. Every attempt will be made to process such payment with the payroll immediately preceding the employee's anniversary date. All hours paid under this section will be deducted from the employee's Personal Leave bank as of the date payment is made.

21.8 Upon terminating from the City, any bargaining unit employee with time remaining in their Personal Leave bank will receive full payment for the hours then remaining at termination up to 760 hours. In the event of a death, the employee's estate or the employee's designated beneficiary shall be entitled to a lump-sum payment of all accrued Personal

ARTICLE 22
HOURS OF WORK AND OVERTIME

22.1 The following provisions shall govern hours of work and overtime as an officer of the Ormond Beach Police Department. Modifications to calculations for hours of work and overtime become effective on the first full payroll period following ratification of the agreement by both parties and do not apply to any hours of work retroactively.

A. The City may elect to designate officers to a 14-day work period pursuant to 7k of the Fair labor Standards Act. At such time, eighty (80) hours during a two (2) week period shall constitute a normal work period for all officers covered by this agreement. Nothing herein shall guarantee an employee payment for the applicable normal work period as described above unless the employee actually works the assigned work period. Officers will have their starting time adjusted by one hour on the first day of Daylight Savings Time to allow for a normal work schedule on this day. Officers who are required to work an additional hour as a result of Daylight Savings Time will be compensated for the additional hour. For purposes of computing hours worked, scheduled Personal Leave Time under Article 21.4 and Compensatory Time Off will be considered hours worked. Unscheduled Personal Leave Time under Article 21.5 and all other time not worked, whether paid or unpaid, will not be considered as hours worked.

B. Hours worked in excess of designated work period (i.e., eighty (80) hours every two weeks) shall be compensated at the rate of time and one-half (1½) of the employee's regular straight time rate or the employee

will be given compensatory time at a rate of time and one-half the numbers of hours worked at the employee's option. Compensatory time may accrue up to 240 hours during a fiscal year. All hours remaining in the compensatory time bank over 120 hours on September 30th of the fiscal year will be paid out in October.

C. If an employee covered by this Agreement is called out to work or ordered to appear in court at a time outside his normal working hours, he shall receive a minimum of three (3) hours' pay at the rate of time and one-half (1½) his regular straight time rate. If called out again during the three-hour period an employee shall not receive any other compensation. An employee that does not work their assigned normal work period as described in 22.1(a) will be compensated for the call-out at his regular straight time rate. If, an employee covered by this Agreement is called out to work additional hours contiguous with his scheduled work hours, only the hours worked outside the scheduled hours will be compensated at time and one-half. Any meeting outside of an employee's normal work schedule that is scheduled at least seventy-two (72) hours in advance will not be considered as a call out and the employee will be compensated at time and one-half for the amount of time actually worked. All overtime and/or call-outs must be approved by the on-duty supervisor. A sergeant's overtime and/or call-out must be approved in advance by a lieutenant or higher authority.

D. The aforementioned minimum call-out compensation shall apply to required off-duty appearances as a subpoenaed witness in the Federal, Circuit, and/or County Courts on pending criminal, civil or traffic cases in which the employee is involved as a witness (in his official police capacity),

arresting officer, and/or investigating officer. Any witness fees or any other related fees received in connection with the appearance before any court or for the purpose of giving a deposition shall be turned over to the City. All hours under this section in excess of the three (3) hour minimum will be considered hours worked and be paid at the regular straight time rate or the overtime rate for the time in excess of the designated normal work period.

E. No supervisor or official shall take any action to cause the non-payment of time and one-half in circumstances in which the member covered by this Agreement has performed work which entitled him to payment of time and one-half. Nothing herein shall restrict the City or the Department from devising work schedules to reduce the amount of overtime, court time or call-out hours worked by an employee covered by this Agreement. The City will not alter normal work schedules or give un-requested time off solely to prevent employees from being paid overtime.

F. Except as otherwise provided in this paragraph, employees covered by this Agreement shall be given seventy-two (72) hours' written notice of any change in their regular hours of work. Further, except for emergency situations, the Department will avoid scheduling an employee to work on continuous shifts. The City will provide employees with two (2) calendar weeks' notice of a permanent shift change and seventy-two (72) hours notice when an employee will be required to work on a holiday when the employee would otherwise be off duty on the holiday. Failure to report for assigned overtime duty may result in disciplinary actions as set for in City of Ormond Beach Human Resources Policy 7.02C.

G. If an employee who is regularly scheduled to work on a holiday is allowed or directed to take a holiday set forth in Article 20, Section 20.1 off and has otherwise worked all his/her regularly scheduled hours of work during the pay period is then directed to work a pre-scheduled special event during the time the employee would otherwise be scheduled off-duty, the employee will be paid time and one-half for all hours worked at the special event without regard to the fact that time off on holidays is not ordinarily counted as time worked for overtime purposes. A "special event" is a pre-scheduled event such as the July 4th fireworks. If the employee works on the scheduled holiday, the employee will be paid time and one-half for the special event if the employee has worked their assigned normal work schedule during the work period.

H. The City and IUPA agree that extra off-duty employment may be authorized by the Police Chief or his designee. All compensation for authorized off-duty employment where the contract is between the third party and the City, will be paid to the City which will, in turn, compensate the off-duty employee performing the services. Workers Compensation under this section will be the responsibility of the third party employer but will be governed by Florida Statute 440.091. Off-duty hours under this section do not count as hours worked or compensated for the purposes of computing overtime. When a request is made for off-duty employment for four or more persons, it is understood that one of the employees will be a corporal or a sergeant, who will be compensated at the rate of time and one-half his/her regular rate of pay. All off-duty employment contracted by the City for the benefit of the employees will be at a three-hour minimum.

I. The aforementioned minimum call-out compensation and other provisions of Paragraph C of this Article shall also apply when the employee is required, at the discretion of the Department, to report to an assembly point (i.e., staging area) during his off-duty hours to await a call to duty.

ARTICLE 23

UNIFORM, CLEANING, CLOTHING, AND EQUIPMENT

23.1 The City will provide, at no cost to the employees, all uniforms required by the Police Department, including but not limited to a handgun, flashlight and batteries, and leather goods to include but not limited to belt, holster, handcuff case, cartridge case, magazines and personal body armor no less than the standard of the currently issued equipment. These vests will be professionally sized by the vendor to each officer and will be replaced as per the manufacturers' specifications. (Example: If the manufacturer states the vest should be replaced every five (5) years, the City would replace them within five years.)

23.2 Any employee who shall receive any breakage or damage to his uniform issued equipment or personal equipment in the line of duty shall have it replaced at no cost to the employee. The use of such personally owned equipment, if in addition to that supplied under Section 23.1, must be approved by the Chief or designee in advance. Requests for replacement of personal equipment under this section must be submitted within seventy-two (72) hours of the damage.

23.3 Sworn police officers who are required to wear non-issue clothing in the course of their job shall receive a clothing allotment of one hundred dollars ($100) per month. Uniformed employees shall receive a uniform

allowance of thirty dollars ($30.00) per month for the purpose of the upkeep of uniforms. Payments shall be made on the regularly scheduled pay periods.

23.4 At the start of each shift, the driver will inspect his assigned police vehicle before it goes on the street. If the driver finds any fault in the vehicle which might be construed as a safety hazard, the driver shall inform his or her immediate supervisor. The vehicle will not be returned to duty until the safety hazards are eliminated.

23.5 The City will arrange to have each vehicle thoroughly inspected by a qualified mechanic on a schedule to be determined by the Fleet Operations Department.

23.6 The driver shall check his marked patrol vehicle before it goes on the street. It must have the following equipment in working order: emergency light, siren, loudspeaker, two-way mobile radio, electronic flashlight, first aid kit, fire extinguisher, reflectorized traffic vests and a prisoner cage guard in all vehicles which shall be used to transport prisoners.

23.7 The City will provide employees an annual footwear allowance of $125.00 payable on the first paycheck in October. No further reimbursement for footwear will be provided. Such footwear must be worn on the job. Officers assigned to motorcycles will continue to be provided appropriate footwear for that assignment in addition to the above footwear allowance.

ARTICLE 24
WORKERS' COMPENSATION

24.1 The City will provide benefits in accordance with the provisions of Chapters 112 and 440, Florida Statutes and Chapter 69L, Florida Administrative Code.

24.2 A regular employee covered hereunder who is temporarily disabled in the line of duty shall receive paid disability leave, as described in Section B, consisting of full pay and benefits for the period of the temporary disability, subject, however, to compliance with all of the following conditions:

A. The disability involved must have resulted from an injury or an illness based solely on the final determination of compensability made by the State Department of Labor and Employment Security Division of Workers' Compensation and/or the courts, pursuant to the provisions of Chapters 112 and 440, Florida Statutes and Chapter 69L, Florida Administrative Code. Any benefits will be determined in strict accordance with Chapters 112 and 440, Florida Statutes, and Chapter 69L, Florida Administrative Code.

B. The authorized treating physician must place the employee on a "no work" status or restrict the release of the employee to return to work for a portion of the regular number of work hours. This status engages the paid disability leave and shall not exceed 720 working hours for any one injury. If, as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the 720 working hour period, the employee may petition the City requesting that he be carried in pay status

beyond the 720 working hour period. Upon receipt of such a petition, the City shall convene a panel comprised of the Police Chief, authorized treating physician, and the City Human Resources Director, which panel shall make a recommendation to the City Manager as to a proper disposition of the employee's request. A written opinion from the designated physician will be deemed as compliance if said physician is unable or unwilling to meet with the panel. If the designated physician is not willing to provide a written opinion, the Police Chief and Human Resources Director shall make the recommendation to the City Manager. If the City Manager decides not to permit the employee to continue in pay status beyond the 720 working hour period, the employee shall, after utilizing his accrued Personal Leave Time and the employee’s sick leave bank, revert to normal workers' compensation benefits. If an employee is temporarily unable to perform modified regular police duties, but is released by the physician to perform light duties, the City shall have the right to utilize this employee in some other City department function as approved by the treating physician.

24.3 The City has the right to choose any physician for treatment of on-the-job injuries, subject to the limitations of Section 440.13, Florida Statutes, and Chapter 69L, Florida Administrative Code.

ARTICLE 25

AUTHORIZED USE OF PRIVATE AUTOMOBILES

25.1 Any employee authorized to use his private automobile in the performance of his official City duties will be compensated at the rate established by Florida Statutes. Such mileage shall be computed based on the distance between the employee's regular duty station and the place of assignment or the employee's residence and place of assignment, whichever is shorter.

25.2 Mileage shall be paid for travel to and from off-duty court appearances if the location is outside of a seven (7) mile radius from the main Police Station.

The seven (7) mile radius will be excluded from computation of total mileage per employee.

Mileage shall not be paid for commuting to and from the regular duty station nor shall mileage be paid for travel to and from off-duty shooting appearances, or education.

25.3 Authorization for use of private vehicles shall be determined by the Police Chief or his designee.

ARTICLE 26
LEGAL BENEFITS

26.1 The City will defend employees against any legal actions taken against them as a result of their actions while acting in the scope of their employment (i.e., in the line of duty), unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and will initiate any proper and appropriate counter-suits.

26.2 The City agrees to indemnify all employees against judgments levied against them as a result of their actions while acting in the scope of their employment.

ARTICLE 27
INSURANCE

27.1 The City agrees to maintain a hospitalization/dental insurance program. Employees will be entitled to the same benefit on the same basis provided to other City employees. IUPA agrees during the duration of this agreement there may be changes to the provided insurance plan but a base program will be provided at City expense. The City will make a good faith effort to maintain or exceed current levels of coverage. The City will also make a good faith effort to maintain low cost dependent coverage. In order to attempt to achieve this purpose, the City agrees to provide notice to IUPA of the plans and plan design being considered by the City. IUPA shall be provided the opportunity to give timely input for the City's consideration. Dependent's cost and/or any cost above the base program will be provided by the employee.

27.2 Eligibility for hospitalization/dental insurance coverage under the City's plan shall begin the first day of the month following thirty (30) days from the date of employment.

ARTICLE 28
WAGES

28.1 Upon ratification of this Agreement by both parties, employees shall receive wage adjustments as follows. These adjustments are not retroactive to any date preceding ratification of the agreement, unless stated below.

A. Employees shall receive a 5% increase for the fiscal year beginning October 1, 2025, and ending September 30, 2026. These adjustments are retroactive to October 1, 2025.

B. Employees shall receive a 5% increase for the fiscal year beginning October 1, 2026, and ending September 30, 2027.

C. Employees shall receive a 5% increase for the fiscal year beginning October 1, 2027, and ending September 30, 2028.

D. All wage increases are subject to performance criteria defined in 28.2.

28.2 An annual performance rating of lower than “Meets Standards” (or equivalent) will disqualify an employee from receiving any of the above described increases. However, an employee so rated will be re-evaluated at the end of three (3) months and if rated “Meets Standards” (or equivalent) or

above at that time, will receive the increase as provided in the above paragraphs effective on the date of the “Meets Standards” or above performance rating during the appropriate fiscal year. A rating of "Unsatisfactory" (or equivalent) at any time may result in discharge. If the initial annual performance rating is less than “Meets Standards” (or equivalent) and is dated on or after July 1 of the contract year, the time to grieve the unsatisfactory rating begins to run on the date that the employee receives the rating. If the initial unsatisfactory rating is dated prior to July 1 of the contract year, the initial conditional or unsatisfactory rating is not grievable. If the re-evaluation, which takes place three months after the initial rating below “Meets Standards” or equivalent, remains unsatisfactory, the initial unsatisfactory or conditional evaluation as well as the unsatisfactory re-evaluation may be grieved. The time to file both grievances begins on the date the employee receives the unsatisfactory rating on the re-evaluation.

28.3 Employees assigned to the midnight shift will receive an additional 5% differential payment for all hours worked. Employees assigned to the day shift will not receive any shift differential. Employees assigned to the Criminal Investigation Unit and Motorcycle Unit will receive an additional 5% special assignment payment for all hours worked. Officers assigned to the Special Response Team (SRT) will receive an additional 2.5% assignment pay. The Chief shall assign, at the discretion of the Chief, up to ten (10) full time Field Training Officers. The officers assigned as Field Training Officers shall receive an additional 5% special assignment pay. Additional officers, as assigned by

Chief as needed, temporarily acting as Field Training Officers will receive an additional 5% special assignment pay while acting in that role.

28.4 Qualified officers who are selected and regularly assigned by the Chief to perform the following additional duties shall receive twenty cents ($0.20) certification pay per hour added to their base hourly rate, for a maximum of two (2) certification pays. Officers currently receiving special assignment pay (Motors, SRT, CIU, FTO) are limited to receive a maximum of one (1) certification pay. Based on operational needs, the Chief may waive the one certification pay limit for specialty unit officers. Selection for and/or removal from these assignments shall be at the sole discretion of the Chief and is not grievable.

Breath Test Operator (up to 6 officers)
Agency Inspector (up to 1 officer)
Background Investigator (up to 3 officers)
Traffic Homicide Investigator (up to 4 officers)
Firearms Instructor (up to 2 officers)
CVSA Operator (up to 2 officers)
Crisis Negotiator (up to 4 officers)
Agency Instructor (Instructor Techniques) (up to 5 officers)
Student Resource Officer (SRO) (up to 1 officer)
D.A.R.E Instructor (up to 1 officer)
Crime Prevention Officer (up to 1 officer)

28.5 One Traffic Homicide Investigator and one Criminal Investigation Unit officer will be designated as on call outside of normal work hours and when there is otherwise no officer serving in that capacity nor receiving compensation in any other capacity in which they could fulfill these duties. On call officers will receive $1 per hour, are required to be available for work, and must report to the designated work location within a reasonable time. Failure to report will result in disciplinary action.

ARTICLE 29

DRUGS AND ALCOHOL

29.1 All members of the bargaining unit shall be subject to the City's Drug Free Work Place policy, Administrative Policy #59.

ARTICLE 30
SEVERABILITY CLAUSE

30.1 If any provision of this Agreement or any part thereof be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other provisions and parts of this Agreement shall remain in full force and effect for the duration of this Agreement.

30.2 If any Article is rendered or declared invalid, it shall be re-negotiated within sixty (60) days.

ARTICLE 31

ENTIRETY OF THE AGREEMENT

31.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been, negotiated by and between the parties prior to the execution of this Agreement. Neither party shall be permitted to reopen nor re-negotiate this Agreement nor any part of this Agreement, except as provided for herein.

ARTICLE 32
EDUCATION

32.1 All members of the bargaining unit will be entitled to the educational benefits according to the City's Education/Training Reimbursement policy, Administrative Policy #58.

ARTICLE 33
BEREAVEMENT LEAVE

33.1 The City agrees that when a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) days off. For a death that requires out of state travel, two (2) additional days will be allowed.

A. The City agrees that the "immediate family" shall be defined as: father, mother, spouse, child, step-child, legally-placed foster child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents, grandparents and grandchildren of the employee. If the employee was raised by someone other than one of the persons listed, he may request the leave as though he had been reared by one of the persons listed.

B. The City agrees that bereavement leave will not be charged against Personal Leave Time.

C. For additional bereavement leave, unscheduled Personal Leave Time, Scheduled Personal Leave Time, or Compensatory Time may be granted.

ARTICLE 34
PENSION

34.1 Pension benefits will be paid pursuant to the City of Ormond Beach Code of Ordinances Chapter 16 Article IV.

34.2 The City agrees that the number of years of employment for determining the employee's salary history for calculating normal and disability retirement pension benefits is five (5) years.

34.3 The employee contribution will be 9%.

34.4 An annual maximum of 300 hours of overtime compensation for service earned on or after October 1, 2012 shall be included in employee's retirement calculation.

34.5 The maximum Personal Leave buyout for pension purposes will be equal to the available Personal Leave Hours in an employee's bank on August 21, 2013.

34.6 Employees hired on or before August 21, 2012 will receive a defined benefit plan with a multiplier of 3.3%. Employees hired after August 21, 2012, will receive a defined benefit plan with a 3.0% multiplier.

34.7 Employees in the plan's DROP program will receive interest on the DROP accounts equal to the market rate of return, but not less than zero per annum compounded monthly.

34.8 Employees will have a 10% lump-sum optional form of retirement benefit.

34.9 Employees will be eligible for normal retirement upon the attainment of age 60 or the attainment of age 55 and completion of 10 years of credited service or the completion of 20 years of credited service.

34.10 Premium tax distribution over and above the amount of $287,000 become Reserve and will be distributed as it becomes available in the following manner:

A. One-half will be used to reduce unfunded liabilities of the Police Officers' Pension Fund.

B. One-half will be distributed to the City to fund the $457,475 cost of retroactively increasing the defined benefit multiplier from 2.75% to 3.0% to the initial date of hire for bargaining unit members hired after August 21, 2012. Once the City has received $457,475 for this purpose, one-half will be used to create a share plan for existing Police Officers' Pension Fund plan members. The methodology for allocation of funds amongst members as

part of the share plan will be based upon a majority vote by the Police Officers' Pension Fund members.

ARTICLE 35
MAINTENANCE OF BENEFITS

35.1 This Agreement shall not deprive any employee of any benefits or protections granted by federal legislation, the laws of the State of Florida, ordinances of Ormond Beach or personnel rules and regulations of Ormond Beach, Florida, in effect as of October 1, 2001, unless abridged by this contract.

35.2 The City agrees that all previously published and approved job benefits heretofore enjoyed by the employees, which are not specifically provided for or abridged by this Agreement, shall continue in full force and effect unless the City first notifies the union of any proposed changes and the union is given the opportunity to bargain over such proposed changes.

35.3 Nothing in this Article shall prevent the City from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

35.4 The City will provide the Union with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

ARTICLE 36
TERMS OF AGREEMENT

36.1 This Agreement will become effective on the date of ratification by the respective parties and will remain in effect until September 30, 2028.

36.2 This Agreement will remain in full force and effect until its successor is ratified and implemented.

IN WITHNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the date shown.

CITY OR ORMOND BEACH:

_____ ____/____/____
Mayor Jason Leslie Date

_____ ____/____/____
Joyce Shanahan, City Manager Date

FLORIDA STATE FRATERNAL ORDER OF POLICE, INC:

_____ ____/____/____
Greg Cook, IUPA Staff Representative

_____ ____/____/____
Rhett Summerlot, President Date

CITY OF ORMOND BEACH

POLICE OFFICERS'

COLLECTIVE BARGAINING AGREEMENT

October 1, 2025 through September 30, 2028*

(Strike Through Version)

**Agreement effective date is upon ratification by both parties, unless indicated otherwise, in which case the effective date for that specific provision applies.*

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AGREEMENT

This Agreement is entered into by the CITY OF ORMOND BEACH, FLORIDA, hereinafter referred to as the "City", and INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO LOCAL #6075, hereinafter referred to as "IUPA".

ARTICLE 1
RECOGNITION

1.1 The City hereby recognizes IUPA as the exclusive bargaining representative, as provided in the State of Florida Public Employees Relations Commission certification #2037, for all matters affecting wages, hours, and working conditions as provided for in Chapter 447, Florida Statutes, for all sworn police officers in the Ormond Beach Police Department, including Police Officers, Corporals, and Sergeants, but excluding all ranks above Sergeant, non-sworn officers, and clerical employees.

1.2 Any amendments to the unit certified by PERC will be entitled to the terms, conditions and benefits of this Agreement.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 Except as expressly provided for in this Agreement, the City has the sole and exclusive right to manage and direct the Ormond Beach Police Department, set standards of service to be offered to the public and to exercise control and discretion over its operation.

2.2 The City, except as provided in this Agreement, specifically, but not by way of limitation, reserves the exclusive right to: hire, promote, and lay-off employees; fire, demote and suspend for just cause; transfer employees from assignment to assignment; re-hire employees; determine the starting and quitting times and the number of hours and shifts to be worked; maintain the efficiency of employees through supervisory personnel; merge, consolidate, expand or close the department or any part thereof or expand, reduce, alter, combine, assign or cease any positions with adequate notice; control the use of equipment and property of the City; fill any position on a temporary, emergency or interim basis; determine the number, location, and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulation; and introduce new or improved services, maintenance procedures, materials, facilities and equipment.

2.3 If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions.

2.4 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity of management and direction of the City of Ormond Beach Police Department. Any rights, powers and authority the City had prior to entering into this Agreement are retained by the City except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

2.5 If, in the discretion of the Mayor and/or the City Manager, it is determined that civil emergency conditions exist, including riots, civil disorders, weather conditions or what is judged to be a public danger or emergency, the provisions of this Agreement may be suspended by the Mayor and/or City Manager during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

2.6 However, the exercise of the above rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 3
EMPLOYEE RIGHTS

3.1 The City and IUPA agree not to interfere with the right of any eligible employee to become a member of IUPA, withdraw from membership in IUPA, refrain from becoming a member of IUPA, or engage in activity on behalf of IUPA.

3.2 There shall be no discrimination against any employee by reason of race, creed, color, age, national origin, sex, or handicap. Reference to the use of the word "he" in this Agreement is for brevity only and shall be interpreted to mean "he" or "she." The exclusive remedy for any alleged violations of this section shall be federal and/or state courts and agencies and not Article 17, the Grievance and Arbitration procedure under this Contract.

3.3 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration as defined in Article 17 available under this Agreement, without representation of IUPA. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official without the intervention of IUPA, provided that the immediate supervisor or other Departmental Official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

3.4 In any matter involving a formal grievance, IUPA shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

ARTICLE 4
STRIKES AND LOCKOUTS

4.1 There will be no strikes, work stoppages, picketing, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the employees or IUPA and there will be no lockouts by the City for the duration of this Agreement. IUPA supports the City fully in maintaining normal operations.

4.2 Any employee who participates in or promotes a strike, work stoppage, picketing, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to the grievance and arbitration procedure.

4.3 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

4.4 "Picketing" as used herein shall mean any action which has the effect of preventing employees from reporting to or continuing work or preventing the public from entering any public facilities.

ARTICLE 5
DUES DEDUCTION

5.1 Upon receipt by the Finance Department of a lawfully executed written authorization form (approved by the City) from an employee, the City agrees to deduct the regular IUPA dues twice monthly for 24 deductions per year and remit such deduction to the International Union of Police Association, 5632 Bee Ridge Road, Suite 200, Sarasota, FL 34233, along with a list of names on a monthly basis.

IUPA will notify the City in writing thirty (30) days prior to any change in the regular IUPA dues structure.

5.2 Any employee may, at any time, on a form provided by IUPA (approved by the City), revoke his IUPA dues deduction authorization and submit such revocation form to the City with a copy to IUPA. The City shall discontinue dues deductions only on the first payday of each calendar month, after thirty (30) days written notice to IUPA.

5.3 IUPA agrees to pay the City three cents ($0.03) per member per pay period for the deduction of dues.

ARTICLE 6
PERSONNEL RECORDS

6.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file; provided, however, that such inspection shall take place off duty, or on duty with the prior permission of the Chief or the employee's immediate supervisor. If permission is granted, an appointment to review the file must be made with the Human Resources Department. The file will be reviewed at the location where the official personnel file is kept. The employee shall have the right to obtain duplicate copies up to fifty (50) pages at no cost to the employee and thereafter consistent with the City's normal policy and payment for such copies under the Public Records Act.

6.2 Employees shall have the right to file a written response to any letter of reprimand, or other document, which is placed in the employee's official personnel file, subsequent to the effective date of this Agreement, as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.

6.3 To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or the public with any employee's

home address, telephone number, photograph, and other statutorily exempt material without the officer's consent.

6.4 IUPA agrees not to directly or indirectly furnish the news media or the public with confidential/exempt personnel records without the consent of the City and the employee, thus mutually agreeing to the confidentiality of personnel records other than required by law.

6.5 Department efficiency and substantiated incident reports will become a permanent part of an employee's personnel file. Substantiated incident reports are subject to Article 17, the Grievance and Arbitration Procedure.

ARTICLE 7

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

7.1 In the event the Police Chief determines that there is a need to temporarily fill a regularly-budgeted position with an employee from a lower classification, the Police Chief shall immediately advise the Human Resources Director of such intention.

In the event there exists no current eligibility list for a budgeted position, the Police Chief may select any employee from a lower classification to temporarily fill such budgeted position. If the employee selected for a temporary position is not selected to the regular position, this employee shall be returned to his previous classification and pay rate.

7.2 If an employee is temporarily assigned to a budgeted position of a higher rank for a total period of five (5) days during any thirty (30) day period, he shall receive the higher pay rate from the first day of the assignment. This paragraph does not apply when a Corporal is temporarily assigned as a Sergeant; there will be no higher pay upon such temporary assignment.

ARTICLE 8
PROMOTIONS

8.1 Whenever a budgeted promotional vacancy exists in the Corporal or Sergeant Classification, the City will attempt to fill such vacancy within one hundred twenty (120) days. Internal candidates must be on the promotional eligibility list. External candidates may be considered for positions above the rank of Sergeant.

8.2 The City shall announce promotional examinations at least thirty (30) days in advance of said examinations. The City will list the general areas which the examinations will cover and the sources from which the examinations are drawn, and the location of the sources. The City will contract with a qualified outside vendor to create, administer, and score the testing process. The Chief, or the Chief's designee, shall approve questions prior to the examination process.

8.3 The City agrees that upon execution of this Agreement, the promotional probationary period shall be nine (9) months in duration and cannot be extended except when the probationary employee is unable to work because of illness, injury, or leave of absence. Such extension shall be on a day-for-day basis for any leave usage of more than forty (40) consecutive work hours. During promotional probationary status, an employee will be returned to his prior position, which shall not be subject to the grievance procedure in Article 17.

8.4 Promotions will be made from an annually established eligibility list, the ranking of which will be determined through the administration of a written and/or practical exam and may include a structured oral interview process. Officers will have the option to keep their score for one twelve-month period for purposes of determining their ranking on the eligibility list. The City agrees to notify the bargaining unit of any changes to the test that would affect the rollover score prior to implementation of the test. The officer is required to notify the Human Resources Department in writing of such after the new testing process has been announced but prior to the end date to sign up for the new testing process. The Police Chief reserves the right to use a modified assessment center as well at his discretion. To be eligible to participate in the promotional process for Sergeant, the employee must have five (5) continuous years of service as a certified law enforcement officer with the City immediately prior to starting the promotional process (three years for Corporal). Employees may become eligible for participation in the promotional process for the rank of Sergeant after three (3) years of employment if they possess a Bachelor's Degree from an accredited college or University, or after four (4) years of employment if they possess an Associate's Degree from an accredited college or university. Similarly, employees may become eligible to participate in the promotional process for the rank of Corporal after two (2) years of employment if they possess either a Bachelor's Degree or an Associate's Degree from an accredited college or university. All promotional requirements are to be determined by the Police Chief and will be posted to provide sufficient time for department personnel to prepare. To be eligible for

the oral interview or modified assessment center process, applicants must score 70% or higher on the written and/or practical exam(s).

Following the administration of the promotional process, a rank ordered list shall be established by the Human Resources Department which shall be separated into “Qualified,” and “Unqualified” categories. The categories shall be established by using the combined numerical score earned during all phases of the promotional process. Candidates in the “Qualified” category will be defined as candidates scoring 70% or above total combined score. Candidates in the “Unqualified” category will be defined as candidates scoring below 70% total combined score. All numerical ties shall be resolved in favor of seniority.

The candidates with the five (5) highest scores will be provided in order of the final numerical score to the Police Chief. This list will include the candidate’s name and actual score.

For each vacancy that is to be filled, the Chief of Police shall recommend to the City Manager one (1) of the top five (5) candidates for the position from the “Qualified” category. If there is more than one vacancy, after the first vacancy has been filled, the next highest candidate on the eligibility list will be added so that for each vacancy, there are always five eligible candidates, unless there are less than five names on the eligibility list. In the event a candidate with a higher score is passed over for a candidate with a lesser score on the eligibility list more than one (1) time, the Chief of Police, or Chief’s designee, agrees to meet with the employee(s) to discuss the reasons for being passed over a second time.

8.5 An employee demoted in rank (i.e., sergeant-corporal, corporal-officer), will not be eligible for promotion for one (1) year from the date of demotion; however, the employee may participate in a promotional examination for the purpose of establishing an eligibility list that is given during the officer's one (1) year "waiting" period.

8.6 Upon promotion from a lower classification to a higher classification, the employee promoted will receive an increase to the minimum pay rate of the new position’s salary range or a 10% increase from the employee’s current pay rate, whichever is higher. Employees promoted from Officer to Sergeant will receive a 20% pay increase. This section also applies to pay for temporary assignments to a higher classification consistent with Section 7.2. Modifications to the promotional rates become effective on the first full payroll period following ratification of the agreement by both parties and do not apply to any promotions retroactively.

ARTICLE 9
ASSOCIATION REPRESENTATIVE

9.1 IUPA shall be represented by its State Staff Representative or designated Department Representatives. It shall be the responsibility of IUPA to notify the City Manager, in writing, of any change in the designation of IUPA Representatives, subsequent to the execution of this Agreement.

9.2 The agenda of each regularly scheduled City Commission meeting will be made available to the State Staff Representative or Department Representatives of IUPA or, if not available, provided upon request.

9.3 Three (3) members of IUPA's negotiating committee (employees of the City) shall be permitted to attend, without loss of pay, all contract negotiations and the City Commission meeting where final action is scheduled to be taken on the approval (or rejection) of this collective bargaining Agreement and its successor.

9.4 An employee representative of IUPA, designated by the State Staff Representative, shall be permitted reasonable access to all Departmental work locations at reasonable times to handle specific grievances and matters of interpretation of this Agreement, upon proper approval. The exercise of such access rights by the Employee

Representative shall not interfere with his duties or the duties of other employees.

9.5 Three (3) employee representatives of IUPA who are engaged in the reopening of this contract or in the successor contract shall be allowed to attend the negotiation sessions that occur within their normal duty hours without loss of pay or benefits.

ARTICLE 10

EMPLOYEE-MANAGEMENT COMMITTEE

10.1 There shall be an Employee-Management Committee consisting of the following IUPA and Management representatives:

A. Three (3) Department representatives along with the State Staff Representative of IUPA, and
B. The Police Chief, the Human Resources Director, and the City Manager (or their respective designees).

10.2 The Employee-Management Committee shall, upon request of either party, meet as mutually agreed upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations. IUPA representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. IUPA representatives attending Committee meetings during on-duty hours will be released from duty without loss of pay or benefits.

10.3 The Committee shall not engage in collective bargaining or the resolution of grievances.

ARTICLE 11
SENIORITY

11.1 Seniority shall consist of continuous accumulated paid service (to include periods of authorized leave) with the Ormond Beach Police Department as a Police Officer. Seniority shall be computed from the last date of hire or, where applicable, from the last date of promotion to a higher rank, as recorded in the personnel records. Seniority shall also accumulate during absences in which the employee is receiving workers' compensation benefits as a result of an injury sustained during his employment with the City of Ormond Beach.

In the event two (2) or more employees start their employment as Police Officers on the same day, the employee with prior *continuous* employment with the Ormond Beach Police Department (i.e.: in a non-sworn position) shall be deemed to have greater seniority. In the event two (2) or more employees start their employment as Police Officers on the same day and one has been a *prior* employee with the Ormond Beach Police Department (with or without continuous service), the prior employee shall be deemed to have greater seniority. In this example, if one employee's prior Ormond Beach Police Department experience was in a sworn position, that employee with experience as a sworn officer shall be deemed to have greater seniority. If two (2) or more employees start their employment as Police Officers on the same day are still equal in seniority after the above provisions are applied, then the ranking provided by the selection panel during the hiring process shall be used to break the tie. In the event two (2) or more employees in the same

rank above that of Police Officer were promoted on the same day, then the final score as used in Article 8, Promotions, to establish the eligibility list will be used to break any tie on seniority.

Except as otherwise provided herein, seniority *in rank* shall have preference. Seniority shall be utilized for the following purposes:

A. Seniority preference shall be granted to simultaneous personal leave requests; provided, however, that the Department shall retain the right to disregard seniority preference in the event it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any personal leave period. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all personal leave during any given period in the event of disaster or emergency.

B. In the event of a vacancy in any division or unit (non-promotional vacancy) within the Department, seniority will be considered along with the skills, abilities and the requirements of the job.

C. Annually, starting on September 1st, employees will bid for slots in their rank within their assigned division for the upcoming year's schedule in order of their seniority in rank. This includes all divisions that have more than one employee of the same rank. A schedule with all available shifts including days off and starting/ending times for days worked will be used. The area for employee names will be left blank for bidding employees to write their names. Once the senior employee of that rank in the division or unit bids, then the next employee in order of seniority for that rank shall bid, and so on

until all employees of that rank in that division have bid. The bidding process must be completed by September 30th, and posted by the first week in October. The upcoming year's schedule will start on the first full pay cycle in January following the annual bidding process. Nothing contained herein shall be interpreted as restricting the Department's right to disregard bidding preference outlined above for legitimate operational reasons. Examples of such reasons include, but are not limited to: 1) ensuring specialized skills are available; 2) availability of Field Training Officers; and 3) balance in experience, skills, and ability on a shift.

D. To the extent possible the City shall announce lateral transfer opportunities for the upcoming year's schedule prior to the start of the bid process so that those affected can bid as described above based on the new division assignment. Seniority in a division or unit shall be based on the most recent date the employee was assigned to the current division or unit, excluding Patrol. Seniority for Patrol will be determined by the employees in their classification as described in Section 11.1.

E. In the event of a personnel reduction, employees shall be laid-off in the inverse order of their seniority in their rank; provided, however, that if two or more employees have seniority standing within six (6) months of each other, the Police Chief, with the approval of the City Manager, shall determine the order of lay-off based on education and performance evaluation. An employee laid-off from a higher rank shall be given an opportunity to revert to the next lower rank, provided that he is fully qualified

to perform the work in that lower rank and has greater departmental seniority than the employee with the least departmental seniority in the lower rank. Upon reverting to a lower rank for all purposes other than layoff, an employee's seniority shall be determined by the date of his permanent appointment to that rank. All temporary, provisional, limited term and probationary employees shall be laid-off from a rank before any permanent employee is laid-off or reduced in rank.

11.2 Employees shall be recalled from lay-off or reinstated to his/her prior position where the reduction in rank resulted from a layoff, in accordance with their departmental seniority. No new employees shall be hired in any rank until all employees on lay-off status in that rank have had an opportunity to return to work; provided, however, such employees meet all of the requirements established by the State of Florida Criminal Justice Standards and Training Commission in effect at the time of recall. No laid-off employee shall retain recall rights beyond eighteen (18) months from the date of lay-off. In order to retain recall rights, it is the responsibility of the employee to keep the City advised of the current location and telephone number where he may be reached for recall; notices of recall will be sent to the address shown in City personnel files, with a copy to the union. Employees recalled shall respond within fourteen (14) calendar days of the recall notification and, return to work on the day directed following the fourteen (14) day response period. During the fourteen (14) day response period, the employee must pass any physical exam, including drug test, required of newly hired police officers to be eligible to return to duty (paid status).

ARTICLE 12
PROBATIONARY PERSONNEL

12.1 All new employees of the Department shall serve a probationary period of one (1) year from date of hire as a sworn officer, during which time they shall not be entitled to any seniority or tenure rights, but during such period new employees shall be subject to all other terms and conditions of this Agreement and applicable regulations contained in the City's Human Resources Policy. Upon completion of said one (1) year probationary period, employees shall be known as regular employees and seniority rights and tenure shall accrue from commencement of the probationary period and shall be considered a part of such employee's seniority rights. Probationary employees are entitled to grieve but are not entitled to arbitrate under Article 17.

The probationary period may be extended for up to ninety (90) days, at the discretion of the Police Chief in the event the employee receives a rating lower than "Meets Standards" during such probationary period. The probationary period may also be extended in the event the employee is unable to work because of illness, injury, or leave of absence. Such extension shall be on a day-for-day basis for any leave usage of more than forty (40) consecutive work hours.

ARTICLE 13
INTERNAL INVESTIGATIONS

13.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, Department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.

13.2 In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that the City will comply with the Law Enforcement Bill of Rights Florida Statute 112 Part VI (112.531-112.534) to the extent it is applicable to the investigation. An Acknowledgement and receipt of understanding of the Law Enforcement Bill of Rights is attached hereto as Appendix A. In addition to the protections provided under Appendix A, any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or a matter of internal security will also include the following protections:

A. No employee shall be ordered to submit to any mechanical device designed to measure the truth of his responses during questioning; provided, however, that there shall be no restriction on the right of any employee to voluntarily submit to such device.

B. In the interest of internal security and fairness to the employee under investigation and in recognition of the fact that Florida Statute 112.533 prohibits any person who is a participant in such an investigation from disclosing any information regarding said investigation while the investigation is on-going, the City, insofar as is legally permissible, agrees to make no public conclusionary statements concerning the validity of the allegations under investigation until such time as the investigation has been completed. In the event the employee under investigation, or any organization or person representing said employee makes public statements concerning the allegations under investigation, the City shall have the right to respond in any manner it deems appropriate.

C. In cases in which the City chooses to relieve an employee from duty pending an administrative investigation or determination, the following conditions will apply:

1. The employee will remain on full salary and benefits and shall not lose any benefits during the period of the administrative investigation.

2. In the event disciplinary action results from the administrative investigation, that period of time during which the employee was relieved from duty will be included in the disciplinary action. In the event that an employee has been paid, the employee's Personal Leave Time or compensatory time shall be charged as a set-off.

3. If the investigation is a criminal investigation, the officer may be placed on administrative leave without pay. If exonerated, the officer will be made whole for any loss of pay. Insurance benefits will continue until the officer returns to work or is terminated. No other benefits will accrue or be paid during such leave.

D. A charge of "conduct unbecoming an officer" or other similar charge shall include specifications supporting the charge.

13.3 After an internal investigation is concluded, if the investigation results in a finding of not sustained, unfounded, exonerated, or policy failure, the investigative report will be maintained by the City solely for the purpose of defending any anticipated litigation that may arise out of the complaint that

caused the internal affairs investigation. These files may be considered in conjunction with stress management procedures employed by the City and the Chief may discuss the incidents with the City Manager in accordance with departmental S.O.P.s. These files will be maintained by Professional Standards and retained in accordance with public records statutes. However, they cannot be used in any future disciplinary actions or future evaluations.

ARTICLE 14
BULLETIN BOARDS

14.1 The City shall provide four (4) square feet of space on which to hang the IUPA bulletin board in a location accessible to all bargaining unit employees. The City shall permit IUPA to post notices of IUPA's business and matters relating to the administration of this Agreement. The City agrees that IUPA may use the City's e-mail system for IUPA-related information in the same manner as the bulletin board. Only IUPA Department Representative is authorized to post messages under this section.

14.2 Copies of all material, notices or announcements shall be submitted to the Police Chief or his designee.

14.3 No materials, notices or announcements shall be posted which contain anything of a political or controversial nature and which adversely reflects upon the City of Ormond Beach, its independent agencies, its employees or any labor organization among its employees.

ARTICLE 15
VOTING

15.1 During a primary, general, or special election an employee who is registered to vote, and whose hours of work do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. In the event the polls are open one (1) hour before or one (1) hour after the employee's regular scheduled work period, it shall be deemed as sufficient time for voting. Additional time, if necessary, may be permitted with supervisor approval.

ARTICLE 16
DISCIPLINARY ACTION

16.1 In the event a non-probationary employee is to be discharged, suspended, demoted, or reprimanded the City agrees that he shall be provided with written notification of the reasons for the discharge, suspension, demotion, or reprimand and the employee will be given an opportunity to explain his actions to the Police Chief or his designee prior to the action becoming effective. The employee will be hand delivered the Police Chief's decision prior to its effective date, or it will ~~be sent by certified~~ mailed to the address in the Human Resource Department records via FedEx, UPS, or USPS mail with tracking and delivery confirmation, or it will be emailed to the employee's City email address with delivery and read receipt. In the event the employee does not acknowledge receipt of mail delivery by signature, or email delivery by read receipt, within 10 calendar days, the City may send without signature or receipt requirement. This section does not apply to probationary status on promotions, provided that an employee who has been promoted may be demoted to his prior position during his probationary status without complying with this Section.

16.2 Upon conclusion of the investigation the affected employee may obtain at no cost to the employee a copy of the entire investigative file in connection with the current investigation, upon which disciplinary action can or will be taken against the employee.

16.3 In the event an employee becomes the subject of a formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or the City, whichever is appropriate, shall notify the employee of the disposition of the complaint upon the conclusion of the formal investigation.

16.4 Suspensions will not become effective until the employee has exhausted all appeals, excluding arbitration, of said suspension or until the time periods for such appeals have expired.

16.5 Employees will not be reprimanded, suspended, discharged, or demoted without just cause.

ARTICLE 17

GRIEVANCE AND ARBITRATION PROCEDURE

17.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving discipline and the application or interpretation of this Agreement.

On any issue that could be heard by the Human Resources Board and is also subject to this Article, the employee will have his choice of which procedure to follow. The selection of the Human Resources Board route will be considered a conclusive waiver of the grievance and arbitration procedure, and vice versa. An "issue" under this Section means an issue arising out of a single occurrence or set of events.

17.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step; provided that, if the written answer at Step IV is not timely received, IUPA, if it desires to arbitrate under Step V, Arbitration, must request arbitration within fifteen (15) days of the date that the City Manager's response was due under Step IV. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, the grievance shall be conclusively deemed as having been abandoned. The time limits specified in this Article may be extended by mutual agreement of the parties.

17.3 Grievances shall be presented in the following manner:

STEP I. The employee shall first discuss his grievance with his Lieutenant within ten (10) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on personal leave time, or other compensated leave, the ten (10) day period shall commence immediately upon the employee's return from such compensated leave. The first step (between the employee and his Lieutenant) shall be on an informal and oral basis, and shall not involve IUPA or any other representative of the employee, unless requested by the employee. The Lieutenant shall render a decision within five (5) days after presentation of the grievance. If not approved, the grievance may be appealed to Step II within five (5) days of disapproval.

STEP II. Any grievance which cannot be satisfactorily settled with the Lieutenant shall be reduced to writing by the employee or his representative and shall be filed with his Captain. Such grievance shall be presented to the Captain within five (5) days of the date of completion of Step I. The Captain shall, within five (5) days after receipt of the grievance, render his decision on the grievance in writing, unless a longer period of time is mutually agreed upon. If the Captain is the employee's immediate supervisor, then Step I may be omitted and the employee may initiate the grievance at Step II.

STEP III. Any grievance which cannot be satisfactorily settled with the Captain shall next be submitted to the Police Chief, or his designee, either through the employee and his/her representative, or by the employee alone at the employee's option. The grievance as specified in writing in Step II shall be discussed by and between the employee and the employee's representative and the Police Chief or his designee, within five (5) days after the completion of Step II,. Within five (5) days after this discussion, the Police Chief or his designee shall render his decision in writing, with a copy to IUPA. All grievances related to discipline shall begin at Step III and must be filed within ten (10) days after notification of the discipline. Grievances involving reprimands shall be attended by the City Human Resources Director or designee and shall not go beyond Step III.

STEP IV. Any grievance not satisfactorily settled at Step III above will be submitted to the City Manager or designee within five (5) days from the date the Police Chief has rendered his decision. The grievance shall be submitted in writing and a copy of the original written grievance must be attached. The City Manager may meet with the employee and his or her representative, with the employee's consent, and render his decision within ten (10) days of receipt of the grievance. At any meeting with the City Manager, the employee may elect to either present their grievance personally, or designate an employee representative to present the grievance on his/her behalf. A copy of the decision will be sent to IUPA. The time limits specified in this Article may be extended by mutual agreement of the parties.

STEP V - ARBITRATION. Except as otherwise provided by applicable law, only IUPA may advance a grievance to arbitration. The City shall not be required to process any request for arbitration, or arbitrate any matter, not authorized by IUPA in writing. In the event a grievance processed through the grievance procedure has not been resolved in Step IV above, IUPA may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager renders a written decision on the grievance or, if no written response is received, within fifteen (15) days of the date that a written response was due under Step IV. A copy of the letter requesting arbitration must be provided to the other party. The arbitrator may be any impartial person mutually agreed upon by and between the parties. If an impartial arbitrator cannot be agreed upon within fifteen (15) days after the grievance is submitted to arbitration, then the parties shall jointly request the Federal Mediation and Conciliation Services to furnish a sub-regional panel of seven (7) names from which each party shall have the option within five (5) days of receipt of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral and impartial arbitrator. The party requesting arbitration shall have the first strike.

17.4 The City and IUPA, or the employee requesting the arbitration, shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator shall thereafter confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be

submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step II (or Step III if applicable above) of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part hereof, or amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent herein provided. To the extent such rules are not inconsistent with this Article; the arbitration hearing shall be conducted in accordance with the rules of procedures promulgated by the Federal Mediation and Conciliation Service.

17.5 Each party shall bear the expense of its own witnesses and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fees and related expenses, if any, shall be borne by the non-prevailing party as determined by the arbitrator. The City shall provide a room for the hearing. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties request or obtain a copy of the transcript, in which case the costs shall be shared equally.

17.6 Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days after the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

17.7 When a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between IUPA and the City, such grievance shall be presented by IUPA's representative, in writing, directly to the Police Chief as in Step III, within fourteen (14) days of the occurrence of the event(s). Where it is applicable to a number of employees, each such employee for whom relief is sought shall be identified in the grievance, provided that no retribution will be taken against those so identified.

17.8 Unless specifically referred to as a calendar day all references to "days" in this Article are defined as days in which City Hall is open for normal business. The time limits specified in this Article may be extended by mutual agreement in writing of the parties.

17.9 Consistent with the provisions of Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Commission for funding of the Agreement. The arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate, cause, or require the City to bear any expense, debt, cost or liability which would

result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Commission for the funding of this Agreement as agreed upon by the parties, provided that this section shall not apply to the award of any back pay. Any award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

ARTICLE 18
TRAINING

18.1 The City and the Police Department agree to make a good faith effort to promote classroom type and/or on-the-job training for the purpose of improving the performance of employees, aiding employees to equip them for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public.

18.2 Where the Department requires an employee to attend weapons training, or qualify with his firearm, the Department will make every reasonable effort to facilitate the employee attending such firearms training during his normal working hours. Should the employee be required to attend the firing range during his off-duty hours, the actual time spent by the employee in acquiring such training during his off-duty hours shall be compensated in accordance with Article 23 (Hours of Work and Overtime), unless that employee failed to avail himself of the opportunity to obtain training while on duty.

18.3 If the Department requires any employee to attend supervisory training and/or training in specialized police techniques, the Department will make every reasonable effort to facilitate the employee's attending such training during his normal working hours. In the event the Department is unable to schedule the employee to attend such training during his normal working hours, the employee shall be required to attend such training during

his off-duty hours; provided, however, that the time spent by the employee in such training during his off-duty hours shall be compensated in accordance with Article 23 (Hours of Work and Overtime), unless that employee failed to avail himself of the opportunity to obtain training while on duty.

ARTICLE 19
LEAVE OF ABSENCE

19.1 The Police Chief may grant any employee a leave of absence without pay for a period not to exceed thirty (30) days. Leaves of absence without pay for a period in excess of thirty (30) days, but not more than six (6) months, may be granted only upon the written approval of the City Manager. Failure of any employee to return to duty upon expiration of his leave of absence may automatically constitute the resignation of that employee. Holidays, sick leave, annual leave and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay; provided, however, that if permitted by the Retirement Plan, the employee may maintain his retirement credit by paying both his and the City's share of the Retirement Plan premiums and further that the employee may maintain his health insurance coverage by paying the total cost of his group insurance premium. Longevity increases, and merit increases, and any other increases for which an employee may become eligible based in whole or in part on length of service with the City shall not be credited during any leave of absence without pay. An employee shall return from leave of absence to the same salary and grade as at the time commencement of leave of absence. An employee on leave of absence for more than 30 days may be required to take and pass the physical examination at City expense, including drug test, then being given to all newly hired police officers before returning to duty (paid status) from the leave of absence.

19.2 Any employee covered hereunder may be given educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined by the Police Chief and the City Manager. Any request for such educational leave must be approved in advance by the Police Chief. The decision of whether or not to grant such educational leave and the determination as to whether such leave will be compensated shall ultimately be in the sole discretion of the City Manager.

An employee granted educational leave with full pay shall be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. Entitlement to benefits for employees on partially compensated or uncompensated educational leave shall be determined by the City Manager.

19.3 An employee who is a member of the National Guard or an organized military reserve unit of the United States will be allowed paid leave consistent with Florida Statute §115.07 and City policy. Prior to returning to duty (paid status), the employee must notify the City of any injuries sustained during such leave and may be required to take and pass the physical examination at City expense then given to all newly hired police officers.

19.4 In the event an employee is granted a leave of absence, whether paid or unpaid, the employee shall return to work upon termination of the leave. Absent extenuating circumstances beyond the control of the employee, when neither the employee nor someone acting on his behalf is able to contact

the City, failure to return to work shall automatically be construed as resignation by the employee.

19.5 Employees qualifying for leave under the Family and Medical Leave Act (FMLA) will be entitled to such leave pursuant to the Family and Medical Leave Act and City policy.

ARTICLE 20
HOLIDAY LEAVE

20.1 The City will recognize the following holidays for employees, modifications to the holiday schedule become effective on the first full payroll period following ratification of the agreement by both parties and do not apply to any holidays retroactively:

New Year's Day
Dr. Martin Luther King, Jr.'s Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Veterans Day
One (1) Floating Holiday - as designated by a majority vote of all City employees.

20.2 If an employee works on one of the above recognized holidays, with the exception of the Independence Day holiday, the employee shall receive payment at his regular rate of pay for all hours worked in addition to holiday pay equal to the number of hours the employee worked, up to a maximum of twelve (12) hours, at the regular straight time rate.

If an employee works on the Independence Day holiday, the employee shall receive payment at his or her regular rate of pay for all hours worked in addition to holiday pay equal to the number of hours the employee worked, up to a maximum of eighteen (18) hours, at the regular straight time rate.

If the holiday falls on an employee's scheduled work day, but the employee chooses to take approved leave (with or without pay) for that day, the employee shall receive holiday pay at the regular straight time rate equal to the number of hours he was scheduled to work (i.e. 8, 10 or 12 hours; for example, if an eight (8) hour shift person works twelve (12) hours on a holiday, that employee would receive twelve (12) hours of holiday pay.)

If the holiday falls on one of the employee's off-duty days, the employee will be paid eight and four tenths (8.4) hours pay at the regular straight time rate as holiday pay.

20.3 Employees may choose to apply their holiday benefit to their Compensatory Time Bank; the hours will be applied at the regular straight time rate.

ARTICLE 21
PERSONAL LEAVE TIME

21.1 Every employee shall be eligible to use paid Personal Leave time after completing six (6) months of employment. Employees shall start to earn Personal Leave time as of their date of appointment as a Police Officer.

21.2 An employee may request payment of scheduled Personal Leave time of forty (40) hours or more in advance of the approved scheduled leave by submitting a written request to the City Finance Department office at least two (2) weeks prior to starting the scheduled leave.

21.3 Personal Leave time shall accrue at the following rates for each full calendar month of service:

1st year through 4th year of employment with the City	Twelve (12) hours per month
5th year through 9th year of employment with the City	Fourteen (14) hours per month
10th year through 14th year of employment with the City	Sixteen (16) hours per month
15th year through 19th year of employment with the City	Eighteen (18) hours per month
20 years and over of employment with the City	Twenty (20) hours per month

21.4 Personal Leave must be requested and approved at least 72 hours in advance of scheduled use. Such scheduled Personal Leave time shall be

considered as "time worked" for purposes of computing overtime under Article 22.

21.5 In the event of an emergency, such as personal or family illness, no advance approval of the use of Personal Leave time will be required. In order to maintain service, all bargaining unit members agree that Unscheduled Personal Leave time will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave time. Employees shall notify management of an absence prior to the start of any scheduled work period. No doctor's certificate or any other proof of illness will be required under this section; provided, however, that if the City believes that the use of unscheduled Personal Leave time is being abused, the City will so advise IUPA and the employee of the perceived abuse. If the abuse continues, the City reserves the right to refuse to permit the abusing employee to charge subsequent unscheduled emergency leave to Personal Leave time and any subsequent unscheduled leave will be taken without pay. If there is a dispute of whether there was abuse, that issue shall be subject to Article 17. Unscheduled Personal Leave time is leave that is not approved in advance in accordance with Section 21.4. Unscheduled Personal Leave time is not considered as "time worked" for purposes of computing time worked for overtime purposes under Article 22. Requests for unscheduled personal leave which are not related to an illness or other emergency may be denied by the employee's Supervisor.

21.6 Personal Leave banks cannot exceed 520 hours as of an employee's anniversary date of service. Hours in excess of 520 at an employee's anniversary date, and every anniversary date thereafter, will be automatically forfeited. Exceptions to this automatic forfeiture include employees who are in their final year of employment as stated in 21.8 and unique circumstances approved in advance by the Chief and the Human Resources Director.

21.7 Bargaining Unit members may elect to be paid up to forty (40) hours of accrued Personal Leave on an annual basis. In order to be eligible for such payment, employees must have a minimum of 240 hours in their Personal Leave bank and request to receive such payment at least two (2) weeks in advance of their anniversary date. Every attempt will be made to process such payment with the payroll immediately preceding the employee's anniversary date. All hours paid under this section will be deducted from the employee's Personal Leave bank as of the date payment is made.

21.8 Upon terminating from the City, any bargaining unit employee with time remaining in their Personal Leave bank will receive full payment for the hours then remaining at termination up to 760 hours. In the event of a death, the employee's estate or the employee's designated beneficiary shall be entitled to a lump-sum payment of all accrued Personal

ARTICLE 22
HOURS OF WORK AND OVERTIME

22.1 The following provisions shall govern hours of work and overtime as an officer of the Ormond Beach Police Department. Modifications to calculations for hours of work and overtime become effective on the first full payroll period following ratification of the agreement by both parties and do not apply to any hours of work retroactively.

A. The City may elect to designate officers to a 14-day work period pursuant to 7k of the Fair labor Standards Act. At such time, eighty (80) hours during a two (2) week period shall constitute a normal work period for all officers covered by this agreement. Nothing herein shall guarantee an employee payment for the applicable normal work period as described above unless the employee actually works the assigned work period. Officers will have their starting time adjusted by one hour on the first day of Daylight Savings Time to allow for a normal work schedule on this day. Officers who are required to work an additional hour as a result of Daylight Savings Time will be compensated for the additional hour. For purposes of computing hours worked, scheduled Personal Leave Time under Article 21.4 and Compensatory Time Off will be considered hours worked. Unscheduled Personal Leave Time under Article 21.5 and all other time not worked, whether paid or unpaid, will not be considered as hours worked.

B. Hours worked in excess of designated work period (i.e., eighty (80) hours every two weeks) shall be compensated at the rate of time and one-half (1½) of the employee's regular straight time rate or the employee

will be given compensatory time at a rate of time and one-half the numbers of hours worked at the employee's option. Compensatory time may accrue up to 240 hours during a fiscal year. All hours remaining in the compensatory time bank over 120 hours on September 30th of the fiscal year will be paid out in October.

C. If an employee covered by this Agreement is called out to work or ordered to appear in court at a time outside his normal working hours, he shall receive a minimum of three (3) hours' pay at the rate of time and one-half (1½) his regular straight time rate. If called out again during the three-hour period an employee shall not receive any other compensation. An employee that does not work their assigned normal work period as described in 22.1(a) will be compensated for the call-out at his regular straight time rate. If, an employee covered by this Agreement is called out to work additional hours contiguous with his scheduled work hours, only the hours worked outside the scheduled hours will be compensated at time and one-half. Any meeting outside of an employee's normal work schedule that is scheduled at least seventy-two (72) hours in advance will not be considered as a call out and the employee will be compensated at time and one-half for the amount of time actually worked. All overtime and/or call-outs must be approved by the on-duty supervisor. A sergeant's overtime and/or call-out must be approved in advance by a lieutenant or higher authority.

D. The aforementioned minimum call-out compensation shall apply to required off-duty appearances as a subpoenaed witness in the Federal, Circuit, and/or County Courts on pending criminal, civil or traffic cases in which the employee is involved as a witness (in his official police capacity),

arresting officer, and/or investigating officer. Any witness fees or any other related fees received in connection with the appearance before any court or for the purpose of giving a deposition shall be turned over to the City. All hours under this section in excess of the three (3) hour minimum will be considered hours worked and be paid at the regular straight time rate or the overtime rate for the time in excess of the designated normal work period.

E. No supervisor or official shall take any action to cause the non-payment of time and one-half in circumstances in which the member covered by this Agreement has performed work which entitled him to payment of time and one-half. Nothing herein shall restrict the City or the Department from devising work schedules to reduce the amount of overtime, court time or call-out hours worked by an employee covered by this Agreement. The City will not alter normal work schedules or give un-requested time off solely to prevent employees from being paid overtime.

F. Except as otherwise provided in this paragraph, employees covered by this Agreement shall be given seventy-two (72) hours' written notice of any change in their regular hours of work. Further, except for emergency situations, the Department will avoid scheduling an employee to work on continuous shifts. The City will provide employees with two (2) calendar weeks' notice of a permanent shift change and seventy-two (72) hours notice when an employee will be required to work on a holiday when the employee would otherwise be off duty on the holiday. Failure to report for assigned overtime duty may result in disciplinary actions as set for in City of Ormond Beach Human Resources Policy 7.02C.

G. If an employee who is regularly scheduled to work on a holiday is allowed or directed to take a holiday set forth in Article 20, Section 20.1 off and has otherwise worked all his/her regularly scheduled hours of work during the pay period is then directed to work a pre-scheduled special event during the time the employee would otherwise be scheduled off-duty, the employee will be paid time and one-half for all hours worked at the special event without regard to the fact that time off on holidays is not ordinarily counted as time worked for overtime purposes. A "special event" is a pre-scheduled event such as the July 4th fireworks. If the employee works on the scheduled holiday, the employee will be paid time and one-half for the special event if the employee has worked their assigned normal work schedule during the work period.

H. The City and IUPA agree that extra off-duty employment may be authorized by the Police Chief or his designee. All compensation for authorized off-duty employment where the contract is between the third party and the City, will be paid to the City which will, in turn, compensate the off-duty employee performing the services. Workers Compensation under this section will be the responsibility of the third party employer but will be governed by Florida Statute 440.091. Off-duty hours under this section do not count as hours worked or compensated for the purposes of computing overtime. When a request is made for off-duty employment for four or more persons, it is understood that one of the employees will be a corporal or a sergeant, who will be compensated at the rate of time and one-half his/her regular rate of pay. All off-duty employment contracted by the City for the benefit of the employees will be at a three-hour minimum.

I. The aforementioned minimum call-out compensation and other provisions of Paragraph C of this Article shall also apply when the employee is required, at the discretion of the Department, to report to an assembly point (i.e., staging area) during his off-duty hours to await a call to duty.

ARTICLE 23

UNIFORM, CLEANING, CLOTHING, AND EQUIPMENT

23.1 The City will provide, at no cost to the employees, all uniforms required by the Police Department, including but not limited to a handgun, flashlight and batteries, and leather goods to include but not limited to belt, holster, handcuff case, cartridge case, magazines and personal body armor no less than the standard of the currently issued equipment. These vests will be professionally sized by the vendor to each officer and will be replaced as per the manufacturers' specifications. (Example: If the manufacturer states the vest should be replaced every five (5) years, the City would replace them within five years.)

23.2 Any employee who shall receive any breakage or damage to his uniform issued equipment or personal equipment in the line of duty shall have it replaced at no cost to the employee. The use of such personally owned equipment, if in addition to that supplied under Section 23.1, must be approved by the Chief or designee in advance. Requests for replacement of personal equipment under this section must be submitted within seventy-two (72) hours of the damage.

23.3 Sworn police officers who are required to wear non-issue clothing in the course of their job shall receive a clothing allotment of one hundred dollars ($100) per month. Uniformed employees shall receive a uniform

allowance of thirty dollars ($30.00) per month for the purpose of the upkeep of uniforms. Payments shall be made on the regularly scheduled pay periods.

23.4 At the start of each shift, the driver will inspect his assigned police vehicle before it goes on the street. If the driver finds any fault in the vehicle which might be construed as a safety hazard, the driver shall inform his or her immediate supervisor. The vehicle will not be returned to duty until the safety hazards are eliminated.

23.5 The City will arrange to have each vehicle thoroughly inspected by a qualified mechanic on a schedule to be determined by the Fleet Operations Department.

23.6 The driver shall check his marked patrol vehicle before it goes on the street. It must have the following equipment in working order: emergency light, siren, loudspeaker, two-way mobile radio, electronic flashlight, first aid kit, fire extinguisher, reflectorized traffic vests and a prisoner cage guard in all vehicles which shall be used to transport prisoners.

23.7 The City will provide employees an annual footwear allowance of $125.00 payable on the first paycheck in October. No further reimbursement for footwear will be provided. Such footwear must be worn on the job. Officers assigned to motorcycles will continue to be provided appropriate footwear for that assignment in addition to the above footwear allowance.

ARTICLE 24
WORKERS' COMPENSATION

24.1 The City will provide benefits in accordance with the provisions of Chapters 112 and 440, Florida Statutes and Chapter 69L, Florida Administrative Code.

24.2 A regular employee covered hereunder who is temporarily disabled in the line of duty shall receive paid disability leave, as described in Section B, consisting of full pay and benefits for the period of the temporary disability, subject, however, to compliance with all of the following conditions:

A. The disability involved must have resulted from an injury or an illness based solely on the final determination of compensability made by the State Department of Labor and Employment Security Division of Workers' Compensation and/or the courts, pursuant to the provisions of Chapters 112 and 440, Florida Statutes and Chapter 69L, Florida Administrative Code. Any benefits will be determined in strict accordance with Chapters 112 and 440, Florida Statutes, and Chapter 69L, Florida Administrative Code.

B. The authorized treating physician must place the employee on a "no work" status or restrict the release of the employee to return to work for a portion of the regular number of work hours. This status engages the paid disability leave and shall not exceed 720 working hours for any one injury. If, as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the 720 working hour period, the employee may petition the City requesting that he be carried in pay status

beyond the 720 working hour period. Upon receipt of such a petition, the City shall convene a panel comprised of the Police Chief, authorized treating physician, and the City Human Resources Director, which panel shall make a recommendation to the City Manager as to a proper disposition of the employee's request. A written opinion from the designated physician will be deemed as compliance if said physician is unable or unwilling to meet with the panel. If the designated physician is not willing to provide a written opinion, the Police Chief and Human Resources Director shall make the recommendation to the City Manager. If the City Manager decides not to permit the employee to continue in pay status beyond the 720 working hour period, the employee shall, after utilizing his accrued Personal Leave Time and the employee’s sick leave bank, revert to normal workers' compensation benefits. If an employee is temporarily unable to perform modified regular police duties, but is released by the physician to perform light duties, the City shall have the right to utilize this employee in some other City department function as approved by the treating physician.

24.3 The City has the right to choose any physician for treatment of on-the-job injuries, subject to the limitations of Section 440.13, Florida Statutes, and Chapter 69L, Florida Administrative Code.

ARTICLE 25

AUTHORIZED USE OF PRIVATE AUTOMOBILES

25.1 Any employee authorized to use his private automobile in the performance of his official City duties will be compensated at the rate established by Florida Statutes. Such mileage shall be computed based on the distance between the employee's regular duty station and the place of assignment or the employee's residence and place of assignment, whichever is shorter.

25.2 Mileage shall be paid for travel to and from off-duty court appearances if the location is outside of a seven (7) mile radius from the main Police Station.

The seven (7) mile radius will be excluded from computation of total mileage per employee.

Mileage shall not be paid for commuting to and from the regular duty station nor shall mileage be paid for travel to and from off-duty shooting appearances, or education.

25.3 Authorization for use of private vehicles shall be determined by the Police Chief or his designee.

ARTICLE 26
LEGAL BENEFITS

26.1 The City will defend employees against any legal actions taken against them as a result of their actions while acting in the scope of their employment (i.e., in the line of duty), unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and will initiate any proper and appropriate counter-suits.

26.2 The City agrees to indemnify all employees against judgments levied against them as a result of their actions while acting in the scope of their employment.

ARTICLE 27
INSURANCE

27.1 The City agrees to maintain a hospitalization/dental insurance program. Employees will be entitled to the same benefit on the same basis provided to other City employees. IUPA agrees during the duration of this agreement there may be changes to the provided insurance plan but a base program will be provided at City expense. The City will make a good faith effort to maintain or exceed current levels of coverage. The City will also make a good faith effort to maintain low cost dependent coverage. In order to attempt to achieve this purpose, the City agrees to provide notice to IUPA of the plans and plan design being considered by the City. IUPA shall be provided the opportunity to give timely input for the City's consideration. Dependent's cost and/or any cost above the base program will be provided by the employee.

27.2 Eligibility for hospitalization/dental insurance coverage under the City's plan shall begin the first day of the month following thirty (30) days from the date of employment.

ARTICLE 28
WAGES

28.1 Upon ratification of this Agreement by both parties, employees shall receive wage adjustments as follows. These adjustments are not retroactive to any date preceding ratification of the agreement, unless stated below~~, and will be calculated sequentially in the order they are listed below~~.

A. Employees shall receive a 5% increase for the fiscal year beginning October 1, 2025, and ending September 30, 2026. These adjustments are retroactive to October 1, 2025. ~~Employees shall receive the greater of a $1.73 an hour increase, a 3% increase, or brought to the minimum of their position pay range, as recommended in the 2022 Classification and Compensation Study, for the fiscal year beginning October 1, 2022, and ending September 30, 2023. These adjustments are retroactive to October 1, 2022~~.

B. Employees shall receive a 5% increase for the fiscal year beginning October 1, 2026, and ending September 30, 2027.~~Effective upon ratification of the agreement, employees shall receive an increase of $1.00 to their base hourly rate. This increase is effective on the first full payroll period following ratification, and is not retroactive.~~

C. Employees shall receive a 5% increase for the fiscal year beginning October 1, 2027, and ending September 30, 2028. ~~Employees in the Police Officer pay grade shall receive an increase which equals the greater of a 2% increase for each year of service in the employee's current classification from the proposed minimum rate as recommended in the 2022 Classification and Compensation Study, or a 3% increase, for the fiscal year beginning October 1, 2023, and ending September 30, 2024. Employees in the role of Corporal shall receive a years of service calculation within the Police Officer pay grade for every year employed as a sworn officer and provided a 10% promotional increase in lieu of the calculation provided in the 2022 Classification and Compensation Study. Employees in the role of Sergeant shall receive a years of service calculation within the Police Officer pay grade for every year employed as a sworn officer and provided a 20% promotional increase in lieu of the increase provided in the 2022 Classification and Compensation Study. Time in grade and years of service calculations are based on continuous years of service as a sworn officer with the City of Ormond Beach. These adjustments are retroactive to October 1, 2023.~~

~~D. Employees shall receive a 2.5% increase for the fiscal year beginning October 1, 2024, and ending September 30, 2025. This adjustment is effective October 1, 2024, and is not retroactive.~~

~~E~~D. All wage increases are subject to performance criteria defined in 28.2.

28.2 An annual performance rating of lower than “Meets Standards” (or equivalent) will disqualify an employee from receiving any of the above described increases. However, an employee so rated will be re-evaluated at the end of three (3) months and if rated “Meets Standards” (or equivalent) or above at that time, will receive the increase as provided in the above paragraphs effective on the date of the “Meets Standards” or above performance rating during the appropriate fiscal year. A rating of "Unsatisfactory" (or equivalent) at any time may result in discharge. If the initial annual performance rating is less than “Meets Standards” (or equivalent) and is dated on or after July 1 of the contract year, the time to grieve the unsatisfactory rating begins to run on the date that the employee receives the rating. If the initial unsatisfactory rating is dated prior to July 1 of the contract year, the initial conditional or unsatisfactory rating is not grievable. If the re-evaluation, which takes place three months after the initial rating below “Meets Standards” or equivalent, remains unsatisfactory, the initial unsatisfactory or conditional evaluation as well as the unsatisfactory re-evaluation may be grieved. The time to file both grievances begins on the date the employee receives the unsatisfactory rating on the re-evaluation.

28.3 Employees assigned to the midnight shift will receive an additional 5% differential payment for all hours worked. Employees assigned to the day shift will not receive any shift differential. Employees assigned to the Criminal

Investigation Unit and Motorcycle Unit will receive an additional 5% special assignment payment for all hours worked. ~~Upon the Special Response Team (SRT) becoming fully operational, officers~~ Officers assigned to the Special Response Team (SRT) will receive an additional 2.5% assignment pay. The Chief shall assign, at the discretion of the Chief, up to ten (10) full time Field Training Officers. The officers assigned as Field Training Officers shall receive an additional ~~2.55~~% special assignment pay. Additional officers, as assigned by Chief as needed, temporarily acting as Field Training Officers will receive an additional 5% special assignment pay while acting in that role.

28.4 Qualified officers who are selected and regularly assigned by the Chief to perform the following additional duties shall receive twenty cents ($0.20) certification pay per hour added to their base hourly rate, for a maximum of two (2) certification pays. Officers currently receiving special assignment pay (Motors, SRT, CIU, FTO) are limited to receive a maximum of one (1) certification pay. Based on operational needs, the Chief may waive the one certification pay limit for specialty unit officers. Selection for and/or removal from these assignments shall be at the sole discretion of the Chief and is not grievable.

Breath Test Operator (up to 6 officers)
Agency Inspector (up to 1 officer)
Background Investigator (up to 3 officers)
Traffic Homicide Investigator (up to 4 officers)
Firearms Instructor (up to 2 officers)
CVSA Operator (up to 2 officers)

Crisis Negotiator (up to 4 officers)

Agency Instructor (Instructor Techniques) (up to 5 officers)

Student Resource Officer (SRO) (up to 1 officer)

D.A.R.E Instructor (up to 1 officer)

Crime Prevention Officer (up to 1 officer)

28.5 One Traffic Homicide Investigator and one Criminal Investigation Unit officer will be designated as on call outside of normal work hours and when there is otherwise no officer serving in that capacity nor receiving compensation in any other capacity in which they could fulfill these duties. On call officers will receive $1 per hour, are required to be available for work, and must report to the designated work location within a reasonable time. Failure to report will result in disciplinary action.

ARTICLE 29

DRUGS AND ALCOHOL

29.1 All members of the bargaining unit shall be subject to the City's Drug Free Work Place policy, Administrative Policy #59.

ARTICLE 30
SEVERABILITY CLAUSE

30.1 If any provision of this Agreement or any part thereof be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other provisions and parts of this Agreement shall remain in full force and effect for the duration of this Agreement.

30.2 If any Article is rendered or declared invalid, it shall be re-negotiated within sixty (60) days.

ARTICLE 31

ENTIRETY OF THE AGREEMENT

31.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been, negotiated by and between the parties prior to the execution of this Agreement. Neither party shall be permitted to reopen nor re-negotiate this Agreement nor any part of this Agreement, except as provided for herein.

ARTICLE 32
EDUCATION

32.1 All members of the bargaining unit will be entitled to the educational benefits according to the City's Education/Training Reimbursement policy, Administrative Policy #58.

ARTICLE 33
BEREAVEMENT LEAVE

33.1 The City agrees that when a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) days off. For a death that requires out of state travel, two (2) additional days will be allowed.

A. The City agrees that the "immediate family" shall be defined as: father, mother, spouse, child, step-child, legally-placed foster child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents, grandparents and grandchildren of the employee. If the employee was raised by someone other than one of the persons listed, he may request the leave as though he had been reared by one of the persons listed.

B. The City agrees that bereavement leave will not be charged against Personal Leave Time.

C. For additional bereavement leave, unscheduled Personal Leave Time, Scheduled Personal Leave Time, or Compensatory Time may be granted.

ARTICLE 34
PENSION

34.1 Pension benefits will be paid pursuant to the City of Ormond Beach Code of Ordinances Chapter 16 Article IV.

34.2 The City agrees that the number of years of employment for determining the employee's salary history for calculating normal and disability retirement pension benefits is five (5) years.

34.3 The employee contribution will be 9%.

34.4 An annual maximum of 300 hours of overtime compensation for service earned on or after October 1, 2012 shall be included in employee's retirement calculation.

34.5 The maximum Personal Leave buyout for pension purposes will be equal to the available Personal Leave Hours in an employee's bank on August 21, 2013.

34.6 Employees hired on or before August 21, 2012 will receive a defined benefit plan with a multiplier of 3.3%. Employees hired after August 21, 2012, will receive a defined benefit plan with a 3.0% multiplier.

34.7 Employees ~~who entered the~~in the plan's DROP program ~~on or before August 21, 2012 will be eligible to~~will receive interest on the DROP accounts ~~at~~ equal to the market rate of return, but not less than zero ~~a rate of 6.5%~~ per annum compounded monthly ~~or the actual net rate of return realized by the system~~. ~~Bargaining unit members employed by the department on or before the ratification date who have not entered into the DROP as of August 21, 2012 will be eligible to enter the program with an interest rate of 2%.~~

34.~~7~~8 ~~Employees hired after August 21, 2012 will receive a defined benefit plan with a 2.75 multiplier. Employees hired after August 21, 2012 will not be eligible to participate in the plan's DROP program.~~ Employees ~~hired after August 21, 2012~~ will have a 10% lump-sum optional form of retirement benefit. ~~All other lawful provisions of the defined benefit plan for employees hired after August 21, 2012 will be the same as those provided to employees hired on or before August 21, 2012.~~

34.~~8~~9 Employees ~~hired before June 1, 2014~~ will be eligible for normal retirement upon the attainment of age 60 or the attainment of age 55 and completion of 10 years of credited service or the completion of 20 years of credited service. ~~Employees hired on or after June 1, 2014 will be eligible for normal retirement upon the attainment of age 55 and completion of 10 years of credited service or age 52 and completion of 25 years of credited service or age 60.~~

34.~~9~~ 10 ~~Beginning fiscal year October 1, 2023, and until modified by agreement by the parties,~~ Premium tax distribution over and above the amount of $287,000 become Reserve and will be distributed as it becomes available in the following manner:

A. One-half will be used to reduce unfunded liabilities of the Police Officers' Pension Fund.

B. ~~and~~ One-half will be distributed to the City to fund the $457,475 cost of retroactively increasing the defined benefit multiplier from 2.75% to 3.0% to the initial date of hire for bargaining unit members hired after August 21, 2012. Once the City has received $457,475 for this purpose, one-half will be used to create a share plan for existing Police Officers' Pension Fund plan members. The methodology for allocation of funds amongst members as part of the share plan will be based upon a majority vote by the Police Officers' Pension Fund members.

~~34.10 This article may be reopened by either party at any time after October 1, 2024 as described in Article 36, Terms of Agreement.~~

ARTICLE 35
MAINTENANCE OF BENEFITS

35.1 This Agreement shall not deprive any employee of any benefits or protections granted by federal legislation, the laws of the State of Florida, ordinances of Ormond Beach or personnel rules and regulations of Ormond Beach, Florida, in effect as of October 1, 2001, unless abridged by this contract.

35.2 The City agrees that all previously published and approved job benefits heretofore enjoyed by the employees, which are not specifically provided for or abridged by this Agreement, shall continue in full force and effect unless the City first notifies the union of any proposed changes and the union is given the opportunity to bargain over such proposed changes.

35.3 Nothing in this Article shall prevent the City from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

35.4 The City will provide the Union with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

ARTICLE 36
TERMS OF AGREEMENT

36.1 This Agreement will become effective on the date of ratification by the respective parties and will remain in effect until September 30, ~~2025~~2028.

36.2 This Agreement will remain in full force and effect until its successor is ratified and implemented.

~~36.3 The Police Pension board actuary will be commissioned to perform a study to determine the long-term pension costs using wages in effect during the second year of the contract period (October 2023-September 2024). At any time after October 1, 2024[1] and upon completion of the study, either party may notify the other party it wishes to reopen the Agreement to negotiate changes to Article 34 Pension. Once that notice, which must be in writing and must be delivered to the parties' lead negotiator, is given, the parties will commence bargaining as promptly as reasonably practicable based on each parties' availability where they may negotiate an agreement to make changes to pension plans to be offered to employees per Article 34 Pension. The parties will make a good faith effort to commence, conduct, and conclude negotiations as expeditiously as possible. In the event of an impasse either party may invoke applicable impasse procedures allowable as set forth in Florida Statute Ch. 447.~~

~~[1] October 1, 2024 is the date following the FY period through which the City's actuarial report will be based upon.~~

IN WITHNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the date shown.

CITY OR ORMOND BEACH:

_____ ____/____/____
Mayor Jason Leslie Date

_____ ____/____/____
Joyce Shanahan, City Manager Date

FLORIDA STATE FRATERNAL ORDER OF POLICE, INC:

_____ ____/____/____
Greg Cook, IUPA Staff Representative

_____ ____/____/____
Rhett Summerlot, President Date

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	February 3, 2026	**Item No**	7.E.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Auto Renew - American Janitorial, Inc.		
Recommended Action	Staff intends on allowing the agreement with American Janitorial, Inc., Inc., to auto renew for another one-year period, unless otherwise directed.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This is a disposition item notifying the City Commission of staff's intent to auto-renew the agreement between the City and American Janitorial, Inc.

The City Commission approved Resolution No. 2023-66 authorizing the execution of an agreement between the City and American Janitorial, Inc., for professional janitorial services effective March 21, 2023, for a period of 1 year. The contract stipulates auto-renewals for 1-year periods, not to exceed 4 renewals, unless either party provides written notice of non-renewal 45 calendar days prior to the agreement expiration date.

In February 2025, the Commission approved Resolution 2025-55, an amendment to the contract of $52,150.12 for additional/increased services, amending the total contract to $480,973.82.

Financial Impact

The annual contract is $480,973.82, which is included in the FY 2025-26 budget.

Citizen Impact

This contract allows the City to provide residents with clean facilities to enjoy throughout the year.

Attachments

1. AJI Agreement
2. AJI COI

RESOLUTION NO. 2025-55

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT 1-2025 TO THAT CONTRACT AWARDED TO AMERICAN JANITORIAL, INC. REGARDING PROFESSIONAL JANITORIAL SERVICES, BY INCREASING THE CONTRACT PRICE BY $52,150.12; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and American Janitorial, Inc. are parties to a contract for janitorial services dated March 21, 2023, and

WHEREAS, American Janitorial, Inc. has requested an increase in the contract price to add three new service locations, to account for additional cleaning services necessary to maintain the restrooms and litter pick up at Sanchez Park, and to account for additional cleaning services necessary at the Casements and PAC due to increased activities and events, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute Amendment to Contract Number 1-2025 to that Contract between the City and American Janitorial Services, Inc. as authorized by Resolution No. 2023-66, to add three new service locations, to account for additional cleaning services necessary to maintain the restrooms and litter pick up at Sanchez Park, and to account for additional cleaning services necessary at the Casements and PAC due to increased activities and events. The said Amendment, a copy of which is attached hereto and incorporated herein by reference, increases the Contract Price by $52,150.12.

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

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

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2025\02-18-25\25-55 American Jan Cost Adj (P25-0005G).docx

Amendment to Contract with American Janitorial, Inc.
No. 1-2025

CONTRACT: Janitorial Services
RFP 2023-05

Dated: March 21, 2023

CITY OF ORMOND BEACH
22 South Beach St.
Ormond Beach, FL 32174

CONTRACTOR
American Janitorial, Inc.
87 North Central Avenue
Umatilla, FL 32784

In accordance with and incorporating the terms of the Agreement dated March 21, 2023 for janitorial services between the City of Ormond Beach and American Janitorial, Inc., the following is hereby agreed to by the parties:

Original Contract Price:	$428,823.70
Prior adjustments:	$ -0-
Cost Adjustment 1-2025	$ 52,150.12
Adjusted Contract Price:	**$480,973.82**

Purpose of Cost Adjustment 1-2025:
To add three new service locations (the Rick Boehm Fields Softball restrooms, the main office at the Airport Sports Complex and 265 Clyde Morris Blvd), to account for additional cleaning services necessary to maintain the restrooms and litter pick up at Sanchez Park, and to account for additional cleaning services necessary at the Casements and PAC due to increased activities and events.

***Should the City Manager, or her designee, in her sole discretion, determine that some or all the additional services within Cost Adjustment 1-2025 are no longer necessary, the City shall have the option to modify the level of service and/or terminate any additional services provided in this Amendment. In the event of such termination or modification, the City shall only be required to pay for additional services already performed to the date of termination.**

CITY OF ORMOND BEACH

By: _____
Jason Leslie, Mayor

Date: February 18, 2025

By: _____
Joyce Shanahan, City Manager

Date: February 18, 2025

AMERICAN JANITORIAL, INC.

By: _____

Date: 2/3/25

	Current	New	Difference		
Sanchez	$ 1,824.36	$ 4,256.88	$ 2,432.52		
Casements	$ 23,143.54	$ 38,573.60	$ 15,430.06		
PAC Backstage	$ 11,782.19	$ 23,564.32	$ 11,782.13		
PAC Blue	$ 5,718.12	$ 8,576.88	$ 2,858.76		
PAC 2nd floor	$ 4,835.45	$ 14,506.44	$ 9,670.99		
Airport Sports Rick Boehm Fields Softball Restrooms	$ -	$ 3,385.80	$ 3,385.80		
Sports Complex Main Office	$ -	$ 3,600.00	$ 3,600.00		
Attorney's Office on Clyde Morris Blvd	$ -	$ 5,980.00	$ 5,980.00	$	55,140.26
Ames Park RR	$ 6,472.34	$ 3,482.20	$ (2,990.14)		
			$ 52,150.12		

American Janitorial, Inc. (AJI)
P.O. Box 2534
Umatilla, FL 32784
(352) 669-1441

September 17, 2024

City of Ormond Beach

Janitorial Services

LOCATION	DAYS/WEEK	SERVICE DAYS	COST PER YEAR
Casements	5	M-F	$38,573.60
PAC Backstage and Lobby Restrooms, Atrium Area and Front Stage	4	M, W, F, Sa	$23,564.32
PAC Blue Room-Studio Building "C"	3	M-W-F	$8,576.88
PAC Second Floor Rehearsal Room, Dressing Room and Restrooms	3	M-W-F	$14,506.44

Service shall comport with terms and scope of work provided by the City in RFP No. 2023-05.
Sales tax not included in price, if applicable.

Agreed & Accepted:

Signature

Printed Name

American Janitorial, Inc. (AJI)
P.O. Box 2534
Umatilla, FL 32784
(352) 669-1441

September 23, 2024

City of Ormond Beach
Janitorial Services

LOCATION	DAYS/WEEK	SERVICE DAYS	COST PER YEAR
Sanchez Park	7	M - Su	$4,256.88

Service shall comport with terms and scope of work provided by the City in RFP No. 2023-05.
Sales tax not included in price, if applicable.

Agreed & Accepted:

Signature

Printed Name

American Janitorial, Inc. (AJI)
P.O. Box 2534
Umatilla, FL 32784
(352) 669-1441

1/24/2025

City of Ormond Beach

Janitorial Services

LOCATION	DAYS/WEEK	COST PER YEAR	COST PER EACH EXTRA SERVICE	COST PER EACH EMERGENCY
Airport Sports Rick Boehm Fields Softball Restrooms	5	$ 3,385.80	$ 13.02	$ 15.62
Sports Complex Main Office	3	$ 3,600.00	$ 23.08	$ 27.70
Attorney's Office - 265 Clyde Morris Blvd, Suite 200	3	$ 5,980.28	$ 78.20	$ 93.84
Ames Park & Ames House (Old)	3	$ 6,472.34	$ 41.49	$ 49.79
Ames Park Restrooms (New)	3	$ 3,482.20	$ 22.32	$ 26.79
(Difference at Ames)		$ (2,990.14)		

Service shall comport with terms and scope of work provided by the City in RFP No. 2023-05.
Sales tax not included in price, if applicable.

Agreed & Accepted:

Signature

Printed Name

City of Ormond Beach
AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-55
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Amendment Contract with American Janitorial, Inc.		
Summary:	This is a request to approve an amendment in the amount of $52,150.12 to the contract with American Janitorial, Inc. for additional professional janitorial services, coinciding with auto-renew of 1 additional year. The City Commission approved Resolution No. 2023-66 authorizing the execution of an agreement with American Janitorial, Inc., for professional janitorial services effective March 21, 2023, for a period of 1 year. The contract stipulates auto-renewals for 1-year periods, not to exceed 4 renewals, unless either party provides written notice of non-renewal 45 calendar days prior to the agreement expiration date. Since the original contract, additional services have been added to the scope of work as listed below, resulting in the need for an amendment to the contract in the amount of $52,150.12. The additional service prices are consistent with the current contract pricing. **Additional Services - Due to Increase in Location Use** • Sanchez Park Restrooms • The Casements • PAC Backstage and Lobby Restrooms, Atrium Area and Front Stage • PAC Blue Room-Studio Building • PAC Second Floor Rehearsal Room, Dressing Room and Restroom **Additional Services - New Service Locations** • Rick Boehm Fields Softball Restrooms • Sports Complex Main Office		

	• 265 Clyde Morris Blvd. Ormond Beach, FL 32174 (New location, Legal Department) - Service at the Ames House was suspended after Hurricane Milton/October, but the park and restrooms remain in service. The new location was priced accordingly due to larger square footage at $5,980.28. The difference is $2,990.14 Should the Contract Manager determine some of the additional services are no longer necessary, the City will modify the level of service provided in this amendment. In the event of such modifications, the City will only pay for additional services performed.
Financial Impact:	The annual contract price for American Janitorial, Inc. is $428,823.70 which is included in the current FY 2024-2025 budget. The cost for the additional services will be $52,150.12 and was not included in the 2024-2025 Fiscal Year budget. An amendment allocating these funds from General Fund reserve will be necessary.
Citizen Impact:	There is a need for additional janitorial and cleaning services at high usage areas in City facilities. The amendment to the contract for the additional sanitation services will provide a better experience and safe environment in which to conduct critical City services for both visitors and residents.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the $52,150.12 contract amendment, for a total amended contract amount of $480,973.82 with American Janitorial, Inc.
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279
Attachments:	1. 25-55 American Jan Cost Adj (P25-0005G) 2. American Janitorial Cost Adj (P25-0005G) 3. Publication1 4. Increased Frequency of Contracted Locations Pricing 5. Increased Frequency of Contracted Locations Pricing 2 6. Additional Locations Pricing and Scope of Work Sheets 7. Contracted locations cost differences 8. American Janitorial, Inc Agreement (4) 9. Insurance Certificate
Approval:	Kelly McGuire, Finance Director 2/11/2025 Claire Whitley/Shawn Finley, Assistant City Manager 2/11/2025 Joyce Shanahan, City Manager 2/12/2025

City of Ormond Beach
Janitorial Services
RFP 2023-05
Airport Sports Complex
Rick Boehm Fields Softball Restrooms
700 Hull Rd.

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 550 sq. ft.
Concrete 550 sq. f

Cleaning hours of service 6**:00 pm. to 9:00 a.m.**
Days of service – **approximately 260 days of service**.
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39		Cement floors – sweep and wet mop. Clean off exterior walkways		3X				
9	Floors	Pick up all trash and debris off floor.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - clean to remove dust, dirt build up and foreign debris.	X					

Inspection Comments:_____

_____

_____

_____ _____

Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
SPORTS COMPLEX
MAIN OFFICE
700 HULL ROAD

D = Daily (3x/Wk)	Once a day Monday, Wednesday, and Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually I	Must be completed by the fifteenth (15) day of January and July.
= Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 4,100 sq. ft

Kinetex Carpet Floor 4,100 sq. ft.

Cleaning hours between 6:00 A.M. and 9:00 A.M.

Days of service - approximately 156 days of Service

Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.				X		
12		Carpet – Vacuum and clean all carpeting, rugs and other floor coverings.	X					

Inspection Comments:_____

_____

_____

_____ _____

Inspection Date Facility Manager's Signature

CITY OF ORMOND BEACH

Janitorial Services
RFP 2018-14
ATTORNEY'S OFFICE
265 CLYDE MORRIS BLVD, SUITE 200

D = Daily — Once a day Monday through Friday unless otherwise specified.
W = Weekly — Must be completed by Friday of each week.
M = Monthly — Must be completed by the last Friday of the month.
Q = Quarterly — Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually — Must be completed by the fifteenth (15) day of January and July.
I = Inspection — Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 4,400 sq. ft.
Carpet 3,765 sq. ft.
LVT 375 sq. ft.

Cleaning hours between 6:00 A.M. and 6:00 P.M.
Days of Service: (3) days Monday – Wednesday - Friday
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
2	Legal Office	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers. .	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
16		Upholstered Furniture - Vacuum and dust all upholstered furniture.					X	
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
2	Conference Room	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
12		Carpet - Vacuum carpeting, rugs and other floor coverings		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
8		Dust all furniture including but not limited to filing cabinets, tables and bookcases with polish cloth.		X				
16		Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	

Inspection Comments:_____

_____

_____

_____ _____

Inspection Date Facility Manager's Signature

Site	Current Cost	Proposed Cost	Difference
Sanchez	$ 1,824.36	$ 4,256.88	$ 2,432.52
Casements	$ 23,143.56	$ 38,573.60	$ 15,430.04
PAC Backstage	$ 11,782.20	$ 23,564.32	$ 11,782.12
PAC Blue Room	$ 5,718.12	$ 8,576.88	$ 2,858.76
PAC 2nd Floor	$ 4,835.40	$ 14,506.44	$ 9,671.04

RESOLUTION NO. 2023-66

A RESOLUTION ACCEPTING THE PROPOSAL OF AMERICAN JANITORIAL, INC., REGARDING PROFESSIONAL JANITORIAL SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for professional janitorial services (the Project) (City RFP No. 2023-05), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the six (6) proposals received and determined that the most advantageous proposal for the City, taking into consideration contractor's price, past experience, account retention, stock of required equipment, and references, is the proposal submitted by American Janitorial, Inc. to provide professional janitorial services in the amount of $428,823.70 (a copy of said proposal being incorporated in the agreement which is attached hereto and incorporated herein by reference), and

recommendation, and

WHEREAS, the City Manager has certified that the money for the payment of the Project will deposited to the credit of the General Fund (301) through a budget amendment and will not be appropriated for any other purpose, and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of American Janitorial, Inc. and execute an agreement for the Project, now therefore,

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

SECTION ONE. The proposal of American Janitorial, Inc. to provide professional janitorial services for the City is hereby accepted.

SECTION TWO. All other proposals relative to the aforedescribed Project shall be deemed rejected upon the execution of an agreement with American Janitorial, Inc.

SECTION THREE The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and American Janitorial, Inc. for the Project in an amount of $428,823.70, and to pay the cost thereof from the General Fund.

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

APPROVED AND AUTHENTICATED this 21st day of March, 2023.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

S Dauderis

SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2023\03-21-23\23-66 Janitorial Svcs - American Janitorial (P23-0032G).docx

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **American Janitorial, Inc.** ("Contractor"), 87 North Central Avenue, Umatilla, FL 32784, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal attached hereto as Exhibit "A" and the Request for Proposals (RFP 2023-05 "Professional Janitorial Services") attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of one (1) year. This Agreement shall be automatically renewed for four (4) additional one-year periods unless either party provides at least forty-five (45) days prior written notice of its intent not to renew.

3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

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

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**American Janitorial, Inc.**
Joyce Shanahan, City Manager	Jason Lay, CEO
(copy to City Attorney)	P.O. Box 2534
22 South Beach Street	Umatilla, FL 32784
Ormond Beach, FL 32174	

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

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

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

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

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

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

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

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

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

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

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

CITY CLERK

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

(a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

(b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated

Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

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

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

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

DATED this 21 day of March, 2023.

Witnesses:

Taylor

Print Name: Taylor Lochert

Susan Sanders

Print Name: Susan Sanders

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 15 day of March, 2023.

Witnesses:

Kristen Cassel

Print Name: Kristen Cassel

Deanna Hedges

Print Name: Deanna Hedges

AMERICAN JANITORIAL, INC.

By:

Print Name: JASON LAY

Title: CEO

Attest:

Print Name: Thomas Donehoo

Title: Project Manager

American Janitorial Incorporated

The Best Value In Cleaning

Janitorial Services Proposal

RFP # 2023-05

Professional Janitorial Services

January 12, 2023

Focused Customer Service
Quality Workmanship
Experienced Staff
Competitive Pricing
24 Hour Emergency Service

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **PROFESSIONAL JANITORIAL SERVICES**

RFP NUMBER: **2023-05**

RFP OPENING DATE & TIME: **January 12, 2023 - 3:00 PM**

RFP OPENING LOCATION: Training Room (Breezeway, City Hall) 22 S. Beach St.

PRE-SUBMITTAL MEETING: N/A

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

PROPOSER'S NAME: American Janitorial, Inc. (AJI)

PROPOSER'S MAILING ADDRESS: PO Box 2534

CITY-STATE-ZIP: Umatilla, FL 32784

F.E.I.N.: 46-0557106

PHONE NUMBER: 352-551-7941

FAX NUMBER: 352-669-1408

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Jason Lay
NAME (TYPED)

CEO
TITLE

1/10/2023
DATED

City of Ormond Beach
Request for Proposal

Professional Janitorial Services
(RFP No. 2023-05)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 101
Ormond Beach, Florida 32174

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

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

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

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

Addendum Date	Addendum Number
12/15/2022	1
1/4/2023	2
1/6/2023	3

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: American Janitorial, Inc. (AJI)

VENDOR/CONTRACTOR LICENSE NUMBER: 46-0557106 (FEIN)

ADDRESS: 87 North Central Ave, Umatilla, FL 32784 (Physical)
PO Box 2534, Umatilla, FL 32784 (Mailing)

PHONE NO.: 352-551-7941 FAX NO.: 352-669-1408

PROPOSER'S NAME: Jason Lay
(Typed or Printed in Ink)

TITLE: CEO

AUTHORIZED SIGNATURE: I, Jason Lay hereby
(Original signature required in each document)

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

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

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

TITLE PAGE

American Janitorial Incorporated
The Best Value In Cleaning

Proposal for Professional Janitorial Services

RFP # 2023-05
City of Ormond Beach

Company Headquarters

American Janitorial, Inc. (AJI)
87 North Central Ave
Umatilla, FL 32784

Contact Person

Jeff Simmons, Director of Sales
352-551-7941 (cell)
352-669-1408 (fax)
jeff.simmons@ajiclean.com

Proposal Date

January 12, 2023

January 12, 2023

Mr. Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

RE: Transmittal Letter
RFP 2023-05 Professional Janitorial Services

Dear Mr. Hart,

We are pleased to submit a proposal for janitorial services at the City of Ormond Beach locations. As you review our proposal, you will see that as the current vendor providing these services to these locations, American Janitorial, Inc. (AJI) understands your specific challenges and our proposal provides you with a program tailored specifically for the needs of the City of Ormond Beach. These key items separate AJI in the marketplace:

- Experience with large scale, multi-location projects – As the current janitorial contractor for several City and County government entities throughout Florida, including the Cities of Ormond Beach, Clermont, Dunedin and Palm Coast, as well as Lake, Volusia, and Flagler Counties, AJI understands the unique challenges of providing daily services for multiple locations spread out over large geographic areas. Additionally, we provide custodial and related services to over 5.5 million sq ft of space daily throughout our portfolio, employing over 250 people.

- Management - The Contract Managers we assign to oversee your account are the most integral part of our program. These are salaried positions, which coordinate, direct, and control all of the custodial functions in their area of operation. The assigned Contract Managers will continue to be available to City of Ormond Beach representatives 24 hours a day, 7 days a week.

- Proximity – Headquartered in Lake County, AJI has a strong presence in Central Florida, which places us in a unique position to be able to handle any issues that arise at the City of Ormond Beach locations promptly and efficiently.

American Janitorial, Inc. (AJI)
87 North Central Ave, Umatilla, FL 32784
P: 352-551-7941
F: 352-669-1408

AJI is a local cleaning company that has serviced Florida businesses and governments for over 35 years. AJI was founded in 1987 as a "one stop shop" commercial and industrial janitorial service and supply company.

AJI was previously known as ABC Clean-All, a Florida Corporation formed on September 24, 1987 by Theo Tingle. In 2004, the company was purchased by Mr. Tingle's grandson, our current President, Jordan Dailey and Stephanie Dailey, our current CFO & Vice President.

Under our current structure as American Janitorial, Inc., we are a Florida Corporation incorporated on July 12, 2012. Our officers are Jordan Daily (President), Stephanie Dailey (CFO) and Jason Lay (CEO). Our home office is located in the City of Umatilla, allowing us a central base in which to service a large geographical area throughout Florida. We have serviced hundreds of local businesses and government organizations over the years and stand by our reputation as the best cleaning value available.

We are very proud of our reference base, and I encourage you to contact any of our customers to hear about their experiences with AJI.

Our fundamental values of honesty, trust, integrity, respect, and quality drive our philosophy of cleaning at AJI; to deliver the best possible service to our customers each and every day. Our basic principles for achieving this goal are:

- Develop transparent relationships with employees, suppliers and customers
- Create a positive economic outcome for both our employees and our customers
- Seek to steadily improve our quality control system, CleanCheck ™
- Develop meaningful community interaction
- Protect and preserve the environment at all times
- Maintain our competitive edge

AJI is committed to performing the work within the time period specified by the City in the RFP, and we verify that all terms and conditions set forth by the City of Ormond Beach are understood and acknowledged by the undersigned. Additionally, this proposal is a firm and irrevocable offer for the engagement period. As CEO of AJI, I am legally authorized to bind the corporation through signature.

We look forward to continuing our an excellent working relationship with this contract, and we remain committed to giving the City of Ormond Beach the highest possible quality for the fairest possible price.

If you have any questions regarding this response, please contact me anytime at 352-910-0880 or by email at jason.lay@ajiclean.com.

Sincerely,

Jason Lay
CEO

American Janitorial, Inc. (AJI)
87 North Central Ave, Umatilla, FL 32784
P: 352-551-7941
F: 352-669-1408

PROFILE OF PROPOSER

American Janitorial Inc. (AJI) is a Florida Corporation founded in 1987 as a "one stop shop" commercial and industrial janitorial service and supply company.

AJI employs over 250 people to provide comprehensive cleaning services for over 225 facilities throughout the State of Florida, totaling over 5.5 million square feet serviced each day. We have serviced hundreds of local businesses and government organizations over the years and stand by our reputation as the best cleaning value available. Some of our current customers include The Villages HealthCare Centers, City of Gainesville RTS, Volusia County Board of County Commissioners, Flagler County Board of County Commissioners, The Villages Commercial Property Management, The Villages Community Development Districts, the Cities of Dunedin, Ormond Beach, Palm Coast and Clermont.

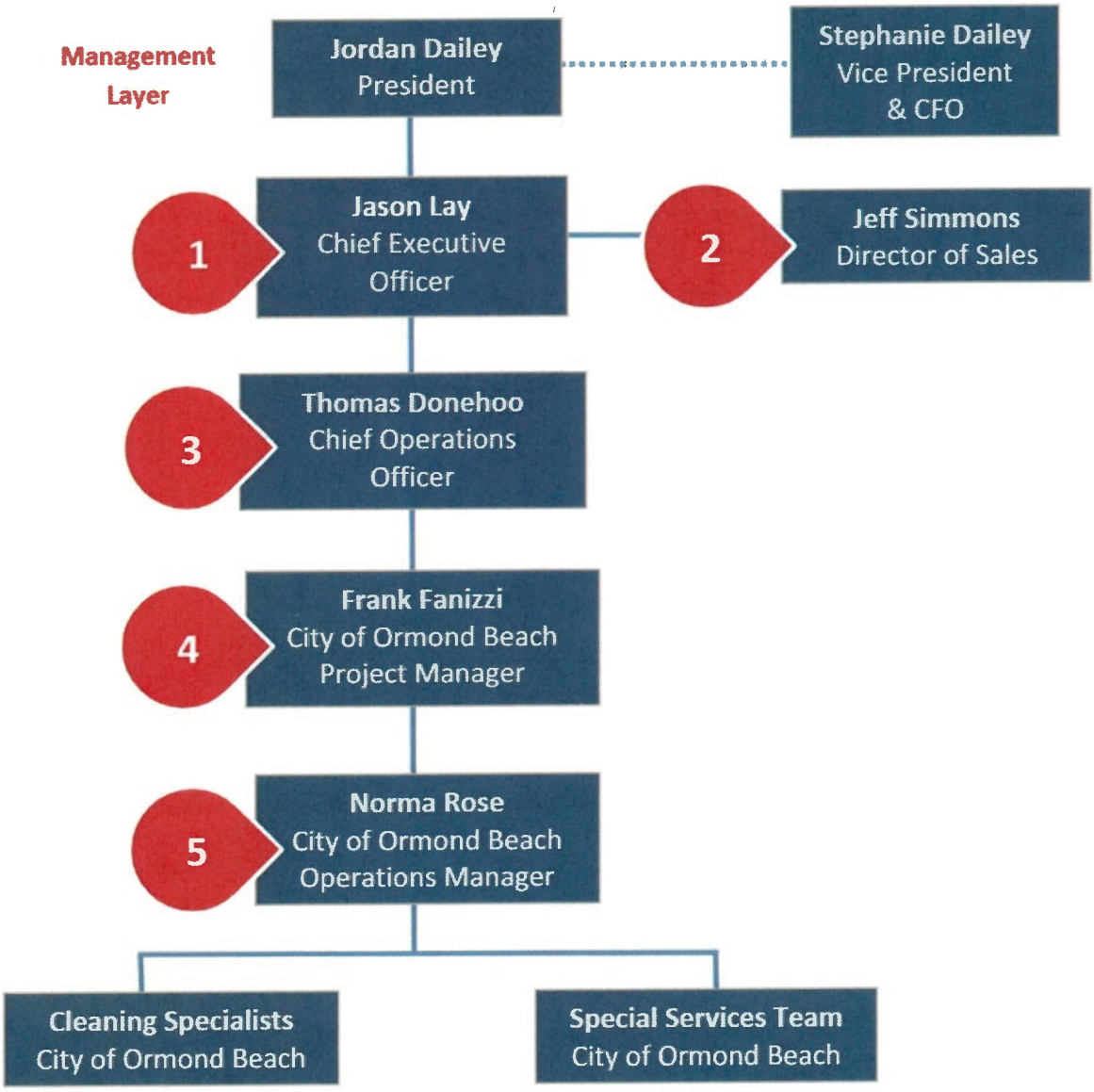
AJI started out as an energetic family business with only a few part-time employees. It has now grown to be one of the leading janitorial service contracting companies in Central Florida yet still remains a strong family business. AJI has always maintained a focus on hard work and dedication to customer service.

Our President is Jordan Dailey, the company founder's grandson. Mr. Dailey joined the company in 2000 to assist in the development of the commercial janitorial operations. Despite tough economic conditions, AJI has continued to grow under his leadership as he has demonstrated his ability to lead and adapt to ever-changing times.

AJI Contract Personnel

Our personnel approach is based on a team concept of highly trained individuals who are assigned to a specific duty throughout their assigned service area. AJI will have **5 layers of management** on this project to ensure the needs of the City of Ormond Beach are continued to be met on a consistent, daily basis. The following pages outline the janitorial service industry experience and primary responsibilities of AJI's management team.

Management Organizational Structure



Management Biographical Overview

Jordan Dailey

President

AJI's President joined the company in 2000 to assist in the development of the commercial janitorial operations. AJI has continued to grow under his leadership as he has demonstrated his ability to lead and adapt to ever-changing times and build upon AJI's legacy as one of the most popular janitorial service providers in the region. Part of this adaptation was the creation and implementation of a new quality assurance system that has drastically improved the overall performance level of the company's services. Mr. Dailey also expanded the service offerings that the company provides. This expansion has allowed the company to branch into new markets and add more services to a wider variety of customers, particularly in the governmental and medical fields.

Jason Lay

CEO

AJI's CEO joined AJI in 2022, after retiring from a successful, 28-year career as a Colonel in the United States Air Force and the Florida Air National Guard. His extensive experience as a senior military officer and commander, including multiple overseas combat deployments, makes him a trusted and valuable leader for the AJI Team. In addition, Mr. Lay brings a wealth of business experience and acumen from his time as President and CEO of his own construction and restoration company for 10 years. Mr. Lay earned his Bachelor of Science degree in mechanical engineering from the University of Portland in 1994, and he also earned a master's degree in Security Studies from Air University in 2016. As CEO, Mr. Lay is responsible for the business performance of the entire AJI organization, including Operations, Sales, Business Development, office management, accounting, support functions, and individual leadership development. In addition, he is responsible for establishing and implementing key business strategies and objectives that will maintain and secure AJI's future success.

Stephanie Dailey
Vice President & CFO

Ms. Daily joined AJI in 2001 and currently serves as our Vice President & Chief Financial Officer. In this role, Ms. Dailey is responsible for developing and implementing purchasing strategies to reduce costs, which allows AJI to stay competitive as well as maintaining strong supplier relationships to ensure our employees in the field have the proper equipment and materials necessary to do their jobs. Additionally, Ms. Daily is responsible for the overall administrative operation of janitorial service contracts and adherence to terms and conditions.

Jeff Simmons
Director of Sales

Since joining the company in 2010, Mr. Simmons has lead AJI through an unprecedented period of growth, generating over $8M in new business. Mr. Simmons currently serves as Director of Sales of AJI and has developed a set of performance metrics that drive improved financial performance, customer service, and overall operational accountability. Mr. Simmons is responsible for compliance and quality adherence, as well as satisfying quality systems and performance for all customer contracts.

Thomas Donehoo
Chief Operations Officer

As the COO, Mr. Donehoo is responsible for customer service, operational oversight, and purchasing. A member of the AJI team since 2010, Mr. Donehoo specializes in client communication, program development and staff training, ensuring that AJI's service is consistently exceptional and specialized for each client. Mr. Donehoo is responsible for overseeing the operations of the janitorial contract and the management of all cleaning technicians assigned to the contract. He will perform inspections, maintain checklists and quality control procedures, and schedule all services.

Frank Fanizzi

Project Manager

Mr. Fanizzi joined AJI in 2017 and has over 20 years of experience in the janitorial service industry. Mr. Fanizzi is currently responsible for several of AJI's Atlantic coast area janitorial projects, including the City of Ormond Beach, as well as our Volusia and Flagler County accounts. In his role as Project Manager, Mr. Fanizzi is responsible for overseeing the operations of the janitorial contract and the management of all cleaning technicians assigned to the contract. He will perform inspections, maintain checklists and quality control procedures, and schedule all services. Mr. Fanizzi is local and can be onsite to handle any issues on the City of Ormond Beach project within 60 minutes or less.

Norma Rose

Operations Manager

As Operations Manager, Ms. Rose will continue to be responsible for the daily cleaning operations at the City of Ormond Beach locations, including supervision, inspections, and control of all custodial and related services associated within the City of Ormond Beach janitorial contract. She has been a member of the AJI team since 2019, and currently oversees the City of Ormond Beach locations. Ms. Rose is responsible for quality control inspections, enforcing proper cleaning procedures, managing personnel, and overseeing additional services. For the City of Ormond Beach project, Ms. Rose will immediately respond to any issue that may arise.

QUALIFICATIONS OF CONTRACTOR

The basis of AJI's business operations and relationships are the core values of honesty, trust and integrity. Our longevity in an industry where many competitors have come and gone proves that the company's business principles are solid and consistent. ***American Janitorial always meets the needs of its customers, regardless of the money or time it takes to ensure satisfaction.***

Who We Are:

- We are a locally owned and operated company that takes pride in every facility we service. We have the resources and expertise of a national corporation combined with the quality customer service of a hometown cleaning company. Our reputation is our best asset!
- We are a company that builds and cultivates long lasting relationships with our customers through clear communication and outstanding customer support. We invest time and effort into relationships with our customers!
- We are a company that retains business. Every contract we have is important to us and we treat each one as if it's our only one.
- We are a company that cares about quality workmanship. Our custom quality control system, CleanCheck™ creates accountability for our staff and allows us to detect problems before they happen. We routinely inspect our own work so our customers don't have to.
- We are a company that does whatever it takes. Just ask our references.

Who We Aren't:

- We aren't a national or franchise company who treats its customers like just another number.
- We aren't a company who works off of volume and turns in "cookie cutter" bid packages based solely on pre-determined square footage pricing. We don't just move from one big contract to the next.
- We aren't a company that makes excuses – if something isn't right, we fix it.

Our company's core services include floor care, janitorial services, hard surface floor care, carpet cleaning, trash removal, bus stop maintenance, pressure washing, lawn services, and water/fire damage cleanup.

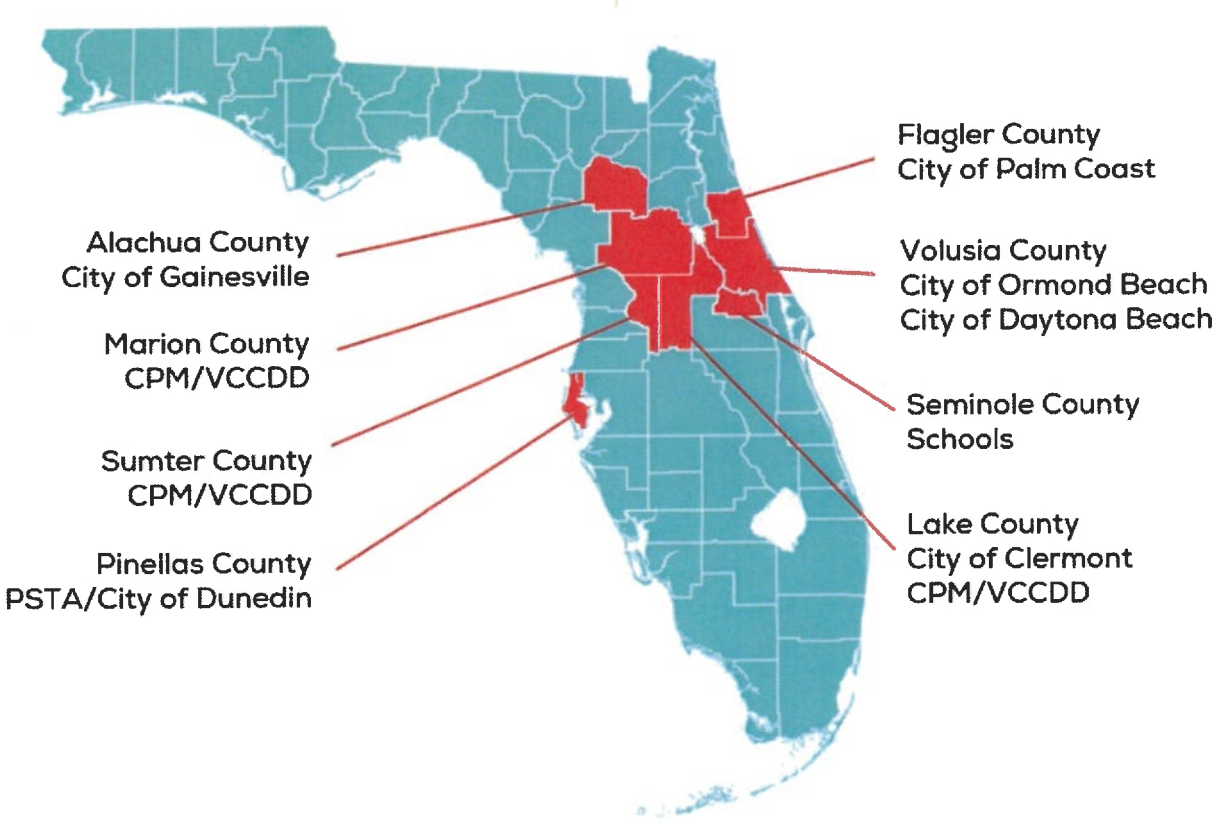
Our comprehensive service offerings make us a unique vendor that is able to meet all of the requirements set forth by the City of Ormond Beach in this solicitation. Our plan to continue managing the needs of the City at these locations includes:

- Employment of trustworthy and hardworking staff
- Continual process improvement and training programs, including safety training
- Competent personnel and friendly management
- Deployment of modern and environmentally-sensitive cleaning solutions
- Use of appropriate, high-quality equipment

All our clients are beyond satisfied with our services and, more importantly, they have come to trust and count on AJI as a dependable vendor. It is truly a winning arrangement for all involved. ***We will always go above and beyond to ensure customer satisfaction, even if it falls outside of the contract.***

AJI Experience

AJI is a local cleaning company that has serviced Central Florida businesses and governments for nearly 35 years. For decades, the company's headquarters have been based in Lake County. Our home office is located in the City of Umatilla, which approximately 50 miles from many of the City of Ormond Beach locations.



In addition, as current contractor at over ***225 separate locations throughout Central Florida, including the City of Ormond Beach,*** AJI is in a position to be able to handle any issues that arise at the City of Ormond Beach locations promptly and efficiently. Because of our strong presence in your area, we have the ability to respond quickly to your needs and provide additional manpower to cover unexpected situations as they occur.

Our valued customers in Central Florida include:

- Volusia County BOCC
- City of Ormond Beach
- City of Daytona Beach
- City of Palm Coast
- Flagler County BOCC
- Lake County BOCC
- The Villages Commercial Property Mgmt
- Villages Community Development Districts
- City of Gainesville RTS
- Citizens First Bank
- City of Clermont
- Citrus Cardiology
- Villages Endoscopy
- SECO Energy
- Cardiac and Vascular Consultants
- Surgical Specialists – Villages
- Lifetime Dentistry
- Lake Centre for Rehab

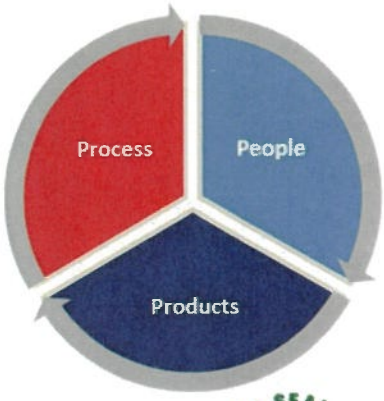
As stated previously, we have serviced hundreds of local businesses and government organizations over the years and stand by our reputation as the best cleaning value available. At present, our company provides cleaning services, including all floor care and day porter service, for over 5,500,000 square feet of office space across Central Florida. All our clients are beyond satisfied with our services and, more importantly, they have come to trust and count on AJI as a dependable vendor. It is truly a winning arrangement for all involved.

We will always go above and beyond to ensure customer satisfaction, even if it falls outside of the contract. We don't make excuses – if something isn't right, we will be on-site quickly to fix it.

PROJECT APPROACH

AJI's plan to continue providing janitorial services at the City of Ormond Beach locations is simple: take care of the City with professional, high-quality service, and ensure that all contract requirements are met or exceeded on a daily basis.

We believe that the secret to the company's success is through understanding our customer's needs and ensuring those needs are met on a consistent basis. AJI is dedicated to the continual development of stronger customer relations and consistent quality improvement. We do this by having a proven and tested cleaning system upon which our entire operations are based.



People: We are an organization that cares about our employees. As such, we take the time to ensure each and every one is properly trained to perform the work they are assigned, ensuring their safety and the safety of the building occupants in the facilities we service.

Products: In business for over 35 years, AJI understands what products and equipment are necessary to do the job correctly. We use **Green Seal** certified products whenever possible to maintain our commitment to preserving the environment.

Process: Our systematic cleaning process allows us to deliver service that results in a healthier environment, better customer relationships and lower costs than our competitors.

We have customized cleaning systems in place that will meet all of the needs of the City of Ormond Beach, and often exceed expectations. Implementation of this system involves:

- Customized daily checklist for all locations
- Cleaning request log and communications system
- Implementation of quality control system, CleanCheck™
- In-house training of all new employees
- Full-time Project Manager and Supervisor/Crew Leader
- Daily inspections and immediate support and response
- Detailed monthly inspections and reports
- Hot spot training and implementation

MANAGEMENT PLAN

Our cleaning approach is based on a team concept of highly trained technicians who are assigned to a specific duty throughout their assigned service area. Our technicians are:

- **Executive Technician**
- **Restroom Technician**
- **Vacuum Technician**

These three highly trained technicians work together to form an efficient team which is capable of providing the consistently high-quality service upon which our reputation was built.

EXECUTIVE TECHNICIAN:

The Executive Technician is our most versatile cleaning position. They are responsible for the emptying of all trash and recycling receptacles and the replacement of liners, as needed. They sanitize telephones and dust all appropriate horizontal and vertical surfaces up to 72". In preparation for the Vacuum Technician, they pick up paper clips and various other items from the floor such as papers and writing utensils. They mop hard surface flooring in common

areas and suites. They also spot clean various surfaces around the office: doors, glass, and walls. In addition, they are responsible for ensuring that the first-impression areas of your building are cleaned and maintained properly. They detail clean all interior glass walls and high visibility carpet areas. They polish all brass fixtures and maintain the cleanliness of the elevator tracks. They will also haul trash from various areas to on-site dumpsters and police the stairwells to remove all debris.

RESTROOM TECHNICIAN:

Primary responsibilities for our Restroom Technicians include restocking of all paper dispensers (toilet tissue, hand towels, etc.), emptying trash and replacing liners, cleaning and disinfecting all fixtures and mirrors, and wiping down stall partitions and doors. They are also responsible for scrubbing all flooring areas in each restroom. The primary function of the Restroom Technician is to disinfect and clean all surfaces while maintaining an odor free environment.

VACUUM TECHNICIAN:
The Vacuum Technician is responsible for the daily vacuuming of all traffic areas and spot vacuuming all other office areas. In addition, they vacuum office furniture to remove various small debris and spills. Depending on the size of the building, they may also help the Executive Technician with hard surface floor cleaning, such as mopping in kitchen areas and corridors.

DAY PORTERS:
AJI porters have experience working independently as well as proven customer service experience working with the general public. All AJI day porters will be proficient in the English language and be able to communicate with building representatives and visitors both orally and in writing. AJI day porters are trained to work independently, and be reliable, self-motivated, mature, and responsible. Duties include: service main lobbies, police & service restrooms, respond to complaints, perform special cleaning, setup rooms for meetings & conferences, post-meeting Cleanup and emergency cleaning.

REFERENCES

AJI currently provides cleaning services, including all floor care and day porter service, for over 5,500,000 square feet of office and medical space throughout Florida. We invite you to contact each of the below references to learn first-hand what makes AJI the ideal solution to your janitorial service needs at the City of Ormond Beach locations.

LAKE COUNTY GOVERNMENT
550 WEST MAIN STREET, TAVARES, FL 32778
DON GLESSNER
352-253-4973 (P)
352-343-5618 (F)
DGLESSNER@LAKECOUNTYFL.GOV

The Lake County Government awarded AJI with its janitorial cleaning services contract in 2011. AJI provides complete janitorial service for all of Lake County's facilities in the downtown Tavares area including the Lake County Judicial Center, the Lake County Administration Building, the Historic Courthouse, the Property Appraiser / Tax Collector building and the Public Defender offices. Our services are also contracted for high-traffic, high-usage public building such as the public libraries, the community center buildings, the fairground buildings and various warehouse and office space. Approx 900,000 total square feet.

THE VILLAGES HEALTHCARE CENTERS
280 FARNER PLACE
THE VILLAGES, FL 32162
DIANE MCINTYRE
352.267.7589
DIANE.MCINTYRE@THEVILLAGES.COM

AJI provides daily janitorial services to 15 locations for The Villages Healthcare Center. Our services include: evening janitorial cleaning of exam rooms, office areas and waiting rooms, carpet cleaning, tile stripping and waxing, and ceramic tile steam cleaning. In addition to Colony Plaza, American Janitorial cleans Creekside Care Center, Santa Barbara Care Center, Mulberry Grove Care Center, Pinellas Care Center and The Villages Health Specialty Care at the Center for Advanced Healthcare at Brownwood. We have been providing services to these locations since May 2014.

CITY OF CLERMONT
685 WEST MONTROSE STREET
CLERMONT, FL 34711
JOE MCMAHON
352.267.2398
JMCMAHON@CLERMONTFL.ORG

AJI provides daily janitorial and floor care services to 7 locations for the City of City of Clermont. Our contracted services include cleaning the Police Department Headquarters, City Hall, Clermont City Center, Public Works, Highlander Building, various restrooms and the Clermont Arts & Recreation Center, which is the social and entertainment hub of the Clermont community, hosting meetings and events on a daily basis. These locations total over 200,000 square feet and we have been providing services since 2016.

THE VILLAGES COMMERCIAL PROPERTY MGMT
1071 CANAL ST
THE VILLAGES, FL 32162
BRIAN HUFFMAN
352.483.6709
BRIAN.HUFFMAN@THEVILLAGES.COM

Since 2014, AJI has provided daily janitorial services to 6 recreation centers in The Villages, as well as 10 pool restroom locations. AJI ensures optimal levels of cleanliness and sanitation by detail cleaning and thoroughly mopping all hard service flooring each day. Additionally, we provide cleaning services to the offices and meeting room areas, paying special attention to the restrooms as they experience high levels of resident traffic each day.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 EAST MOODY BOULEVARD, BUNNELL, FL 32110
MIKE DICKSON
386-585-2525 (P)
386-313-4121 (F)
MDICKSON@FLAGLERCOUNTY.ORG

AJI provides daily janitorial and day porter services to over 50 separate locations for Flagler County, totaling over 450,000 square feet. AJI began services on March 1, 2018.

CITY OF ORMOND BEACH
399 NORTH US 1
ORMOND BEACH, FL 32174
BILL ROSE
386.212.8685
BILL.ROSE@ORMONDBEACH.ORG

AJI. provides janitorial and floor care services to 37 locations for the City of Ormond Beach. Our contracted services include cleaning the City Hall, Police Department, Public Works and park facilities. We provide carpet cleaning, floor stripping and waxing, hard surface floor buffing and ceramic tile steam cleaning. These locations total over 140,000 square feet and we have been providing services since 2015.

CITY OF PALM COAST
1 WELLFIELD GRADE
PALM COAST, FL 32137
ROGER LACHANCE
386-986-2340
RLACHANCE@PALMCOASTGOV.COM

AJI began providing daily cleaning of the City of Palm Coast locations on April 1, 2018. The City of Palm Coast consists of 15 locations totaling more than 90,000 square feet over multiple locations, including buildings with high transient populations like the City Hall and community center as well as public works, utilities and fire stations.

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
3201 SCHERER DRIVE N.
ST. PETERSBURG, FL 33716
MISSY NEVITT
727-253-9468
MNEVITT@PSTA.NET

AJI began this project on October 1, 2015. This account consists of over 900 bus stops and bus shelters. We provide trash pickup, pressure washing, graffiti removal, weed eating, tree trimming, and lawn mowing within 20 feet of the shelter. We also provide full janitorial and pressure washing services at the PSTA bus terminals, as well as floor services for all PSTA buildings.

City of Ormond Beach
Janitorial Services-Facilities Cost Sheet
RFP 2023-05

LOCATION	ANNUAL COST	COST PER EACH EXTRA SERVICE	COST PER EACH EMERGENCY
Casements	$23,143.54	$148.36	$178.03
Gymnastics Center	$13,292.47	$63.91	$76.69
PAL Office	$2,804.95	$17.98	$21.58
Ames Park/Legal/Conference	$6,472.34	$41.49	$49.79
Central Park I	$4,346.80	$11.94	$14.33
Central Park II	$4,242.12	$11.65	$13.99
Sanchez Park	$1,824.36	$11.69	$14.03
Airport Sports Softball Building	$7,830.88	$21.51	$25.82
City Hall	$65,179.74	$250.69	$300.83
S Ormond Neighborhood Ctr	$29,153.59	$112.13	$134.56
Water Plant, Jefferson St.	$5,564.93	$21.40	$25.68
Water Plant, Tomoka Ave.	$2,682.05	$25.79	$30.95
Fleet	$7,339.09	$35.28	$42.34
Bailey's Riverbridge	$3,380.71	$21.67	$26.01
Senior Ctr - Bldg A	$7,655.03	$29.44	$35.33
Senior Ctr - Bldg B	$16,462.77	$63.32	$75.98
Senior Ctr - Bldg D	$6,164.48	$23.71	$28.45
Shuffleboard Building	$2,365.38	$22.74	$27.29
Airport Tower	$4,354.35	$27.91	$33.50
Wastewater	$6,371.47	$24.51	$29.41
Wastewater office	$3,093.89	$21.32	$25.58
Cassen Park	$6,001.30	$16.49	$19.78
Nova Outside Restrooms	$4,564.49	$12.54	$15.05
Leisures Services Offices	$10,130.01	$38.96	$46.75
PAC - 2nd Floor	$4,835.45	$92.99	$111.59
PAC - Backstage, Etc.	$11,782.19	$113.29	$135.95
PAC - Bldg C Blue Room	$5,718.12	$54.98	$65.98
Fortunato Park	$6,354.60	$17.46	$20.95
Airport Sports Soccer Building	$3,978.61	$15.30	$18.36
Airport Sports Greg Smith Fieldhouse	$8,995.69	$34.60	$41.52
Baseball Building	$4,243.89	$16.32	$19.59
Osceola Elementary	$2,187.68	$8.41	$10.10
Nova Athletic Field Restrooms	$2,405.25	$15.42	$18.50
Public Works	$14,327.47	$55.11	$66.13
Police Department	$45,440.09	$145.64	$174.77
Riverbend Park	$1,384.22	$8.87	$10.65
Nova Gymnasium	$36,882.10	$141.85	$170.23
Andy Romano Beachfront Park	$18,281.07	$50.22	$60.27

Environmental Discovery Center	$5,026.63	$19.33	$23.20
Nova rec. Skate Park	$5,192.72	$14.27	$17.12
Airport Sports Pride Restrooms	$2,507.55	$16.07	$19.29
Airport Sports Pop Warner restrooms	$4,859.63	$13.35	$16.02
TOTAL BID (Include all labor, material, equipment, etc.)	**$428,823.70**	**$1,909.91**	**$2,291.97**

EQUIPMENT

AJI has utilized modern cleaning equipment and "green" cleaning techniques in all facilities for the past six years. The use of these systems and equipment has allowed for more efficient cleaning processes, better sanitation of facilities, improved indoor air quality and lower costs for our customers.

Where possible, we utilize ProTeam Super CoachVac backpack vacuums on our projects. All vacuums are equipped with HEPA filters, which are an industry standard for high-quality air filtration. Backpack vacuums allow us to reach high spots and also places such as behind computer tables and desks, book racks, and closets. These are the places that would be extremely tough to clean while using a canister vacuum cleaner. Most important, AJI employees are trained in the proper use of all equipment at each individual account. This both ensures their safety as well as protects the property of our customers. Our equipment list includes back-pack vacuums, restroom carts, high and low-speed floor machines, ride-on automatic scrubbers, motorized sweeper, carpet extractor and various wet/dry vacuums.

For carpet cleaning at these locations, AJI will be using a van equipped with a CDS 4.8 truck mounted, van-powered cleaning system from HydraMaster. These systems feature OverDrive™ Power Train Technology which allows us to deliver a deep clean to your facilities. The system is equipped with two solution outlets for dual wand capability, three speed settings and a 100 gallon recovery tank for uninterrupted cleaning.

Using a truck mount carpet cleaning system is the best way to accomplish a deep carpet clean as well as reduce time spent on the job. This offers immense labor saving benefits which we are able to pass along to our customers. Additionally, we have invested in a large variety of attachments such as upholstery tools for upholstery cleaning, and power heads and rotary tools for carpet, which are also be used to further increase productivity and deliver enhanced results on certain carpet types and soil conditions. After carpet cleaning, AJI always applies carpet protectant at no additional cost. This protectant helps to prevent future staining and prolongs the life of the carpet and the cleaning. Additional equipment outlined on the following page.

Reflective
Safety Vests

Wet Floor Signs
Model# FG611277YEL

Unger Trash Grabber
NN140 Heavy Duty Nifty Nabber
51" Long Reaching Tool
Model U-NN140

ProTeam Backpack Vacuum
Super Coach Pro® 10
Model No.: 107303
Capacity: 10 qt.

Rubbermaid Cleaning
Cart with Zippered
Yellow Vinyl Bag
Model No.: 6173-88

Rubbermaid Brute Barrel
with Caddy Bag
Model No.: FG264200YEL

Checklist
Log Books

Rubbermaid Wavebrake
Yellow Dual Water
Side Press
Mop Bucket & Wringer
Model No.: 768000YW

Sanitaire® Bagless
HEPA Vacuum
Model No.: SC5845B

Tennant Wide Area
HEPA Vacuum
Model No.: V-WA-26

Tennant T2 Battery
Walk Behind Scrubber
Model No.: 9008842

Tennant EZ Scrubber
Ride-On Floor Scrubber
32" Cleaning Path

Rubbermaid Microfiber Flat
Mop Floor Finish System
Model No.: 5000050

FLOOR SERVICES

Tile & Grout Cleaning

AJI's deep cleaning process uses hot water to pressure wash the tile and grout. This high pressure process removes the deep down dirt that lies in the pours of the tile and grout lines. Each time we clean the tile and grout, we apply tile and grout sealer at no additional cost. The sealer helps to prevent staining and prolong the life of the tile. Our cleaning techs are IICRC certified for tile and grout cleaning and we use top of the line equipment.

VCT Care: Strip and Wax

AJI has years of experience refinishing VCT floors. We have customized a process for our customers that keeps the floors protected and looking great. Over the years, AJI has designed a custom, privately-labeled brand of floor cleaners and protectants for use at our clients' facilities. These chemicals provide a safe, non-slip surface, while producing a super hi-gloss shine that ensures floors look like brand new. Our floor crews are highly trained and have years of experience.

The following is a list of the different floor services offered by AJI:

- Complete strip and re-wax
- Deep scrub maintenance
- Light scrub maintenance
- Hi-speed burnishing
- Spray buffing

Cutting Edge Technology

AJI is constantly seeing new, innovative ways to help deliver exceptional services to our customers. One example of this is our recent investment in the EBG-28 Floor Surface Preparation Machine from Square Scrub®.

The EBG-28 allows us to remove existing finishes on your flooring without the use of water, which allows us to protect your valuable electronic equipment and baseboards. Another benefit to this dry method is that it eliminates the need for use harsh chemicals to remove floor finishes, which is better for the environment and the health of your employees and visitors.

Additional specialized floor service equipment below:

HydraMaster RX-20 Rotary Carpet Extractor
Model No.: OE-RX20-EA

Hawk 15 inch 1500 RPM Burnisher
Model No.: HAW-F1500-15

ProTeam ProGen 15 Upright Vacuum - HEPA
Model No.: OE-PROGEN15-EA

Hydro-Force SX-12 Tile Cleaning Tool
Model No.: AW104

Betco 27" Propane High Speed Burnisher
Model No.: E12314-00

Dri-Eaz Sahara Pro X3 Commercial Turbo Dryer
Model No.: F351

LOCATION	Chevy Silverado 1500	Hydra Master Carpet Cleaning Van	Chevy Sonic	Tennant Floor Scrubber	Sanitare Commercial Hepa Vacuum	Sanitare Commercial Wide Track Hepa Vacuum	Pro Team Back Pack Vacuum	Mop & Bucket	Cart or Brute Barrel	High Speed Buffer
ORMOND BEACH MGMT, PARKS & FLOOR CREW	1	1	1	1						1
Casements					1		1	2	2	
Gymnastics Center						1	1	1	1	
PAL Office					1		1	1	1	
Ames Park/Legal/Conference					1		1	1	1	
Central Park I								1	1	
Central Park II								1	1	
Sanchez Park								1	1	
Airport Sports Softball Building					1		1	1	1	
City Hall					1	1	1	2	2	
S Ormond Neighborhood Ctr					1		1	2	2	
Water Plant, Jefferson St.					1		1	1	1	
Water Plant, Tomoka Ave.					1		1	1	1	
Fleet					1		1	2	1	
Bailey's Riverbridge					1		1	1	1	
Senior Ctr - Bldg A					1		1	1	1	
Senior Ctr - Bldg B					1		1	1	1	
Senior Ctr - Bldg D					1		1	1	1	
Shuffleboard Building							1	1	1	
Airport Tower					1		1	1	1	
Wastewater					1		1	1	1	
Cassen Park								1	1	
Nova Outside Restrooms								1	1	
Leisures Services Offices					1		1	1	1	
PAC - 2nd Floor					1		1	1	1	
PAC - Backstage, Etc.					1		1	1	1	
PAC - Bldg C Blue Room					1		1	1	1	
Fortunato Park							1	1	1	
Airport Sports Soccer Building					1		1	1	1	
Airport Sports Greg Smith Fieldhouse					1		1	1	1	
Baseball Building					1		1	1	1	
Osceola Elementary								1	1	
Nova Athletic Field Restrooms								1	1	
Public Works					1		1	2	2	
Police Department					1		1	2	2	
Riverbend Park								1	1	
Nova Gymnasium					1		1	2	1	
Andy Romano Beachfront Park							1	1	1	
Environmental Discovery Center					1		1	1	1	
Nova rec. Skate Park					1		1	1	1	
Airport Sports Pride Restrooms								1	1	
Airport Sports Pop Warner Restrooms								1	1	
TOTALS	1	1	1	1	27	2	31	48	46	1

City of Ormond Beach
Request for Proposals (RFP)
Professional Cleaning Services
(RFP No. 2023-05)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

American Janitorial, Inc. (AJI)
COMPANY NAME

AUTHORIZED SIGNATURE

Jason Lay
NAME

CEO
TITLE

1/10/2023
DATE

City of Ormond Beach
Request for Proposal
Professional Janitorial Services
(RFP No. 2023-05)

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] 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.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

American Janitorial, Inc. (AJI)
COMPANY NAME

Jason Lay
AUTHORIZED SIGNATURE

Jason Lay
SIGNER'S NAME (PRINT OR TYPE)

CEO
TITLE

1/10/2023
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposal
Professional Janitorial Services
(RFP No. 2023-05)

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

American Janitorial, Inc. (AJI)
Company Name

Authorized Signature

Jason Lay, CEO
Print Name

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **PROFESSIONAL JANITORIAL SERVICES**

RFP NUMBER: **2023-05**

RFP OPENING DATE & TIME: **January 12, 2023 - 3:00 PM**

RFP OPENING LOCATION: Training Room (Breezeway, City Hall) 22 S. Beach St.

PRE-SUBMITTAL MEETING: N/A

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

PROPOSER'S NAME: American Janitorial, Inc. (AJI)

PROPOSER'S MAILING ADDRESS: PO Box 2534

CITY-STATE-ZIP: Umatilla, FL 32784

F.E.I.N.: 46-0557106

PHONE NUMBER: 352-551-7941

FAX NUMBER: 352-669-1408

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Jason Lay
NAME (TYPED)

CEO
TITLE

1/10/2023
DATED

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

(a) Keep and maintain public records required by the City to perform the contracted service.

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)676-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

CITY OF ORMOND BEACH
PROFESSIONAL JANITORIAL SERVICES
RFP 2023-05

1 **Purpose**:

1.1 The City of Ormond Beach, Florida is seeking a professional company to provide janitorial services for various buildings and park facilities throughout the City.

1.2 To be considered, one (1) original, unbound copy and three (3) bound copies of the proposal must be received by the Purchasing Coordinator, City of Ormond Beach, 22 South Beach Street, Room 101, Ormond Beach, Florida, 32174, on or before 3:00 p.m. January 12, 2023. Responses shall be submitted in sealed envelopes and clearly identified as "Professional Janitorial Services" and reference RFP 2023-05 on the outside of the envelope. The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required.

1.3 The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the contractor of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the contractor selected. There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding contractors for any expenses incurred in preparing proposals in response to this request.

1.4

2 **Examination of Site Contract Documents and Other Relevant Material**:

2.1 The Contractor shall visit the facilities of this contract work and shall be familiar with conditions as they exist and the operations to be carried out under this contract. The contractor shall fully understand the facilities' difficulties and restrictions attending the execution of the work under this contract.

2.2 Contractor shall also be familiar with all of the Specifications included in this contract.

2.3 The failure or omission of the Contractor to receive or examine any instruction or document, or any part of these specifications or to be familiar with the sites and the existing conditions shall in no way relieve the Contractor from any obligation

with respect to this proposal, including that of furnishing all the material and labor necessary to perform work in accordance with these specifications.

2.4 By submitting a proposal, the contractor covenants and agrees that they have carefully examined the specifications and the sites and that from their own investigation they are satisfied as to the nature and location of the work, the general local conditions and all matters which may in any way affect the performance and that as a result of such examination, they fully understand the intent and purpose thereof and their obligations thereunder and that they will not make any claim for, or have any right to, damages resulting from any misunderstanding or misinterpretation of this contract because of any lack of information.

3 **Qualifications of Contractor**:

3.1 The City of Ormond Beach reserves the right to require any proposer to submit such evidence of qualifications as it may deem necessary and may consider evidence available concerning the financial and other qualifications and abilities of a contractor. The proposer should have commercial experience in providing professional janitorial services and must submit a list of references complete with contact names, addresses and telephone numbers. References must demonstrate the contractor's commercial experience with a minimum of five (5) years longevity. References should include clients, suppliers and financial institutions. Failure to provide any required information may result in the RFP being rejected as nonresponsive.

4 **Performance**:

4.1 The Proposer, upon the award of any contract, shall ensure that all items supplied and/or work to be performed will comply with all Federal, State, and local laws, rules, and regulations.

5 **Inspection**:

5.1 The City of Ormond Beach reserves the right to conduct any inspection, including site inspections, it deems necessary to assure items and services conform to all requirements and specifications, and the Contractor shall consent to the City's right of entry for the purpose of making such inspection.

6 **Scope of Work**:

6.1 Routine cleaning of all City facilities on a daily, weekly, monthly, quarterly, semiannually, or annual basis as specified. The contractor is expected to use their professional judgment to perform necessary cleaning which may not be specifically detailed or scheduled in these specifications, including but not limited to cleaning up spills, stains and other unforeseen occurrences. The City will not be charged

for cleaning not specifically outlined unless it exceeds the scope of work of these specifications and is agreed upon by the Contract Manager prior to the work being performed.

7 **Definition of Time Frames**:

D = Daily	Once a day Monday through Friday unless otherwise specified
W = Weekly	Must be completed by Friday of each week
M = Monthly	Must be completed by the last Friday of the month
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December, and March
S = Semiannually	Must be completed by the fifteenth (15) day of January and July
A = Annually	Must be completed by September fifteenth (15).

Cleaning hours are specified for each location; however, they are subject to change based on level of activity (i.e. the contractor may be allowed to perform janitorial services at times earlier or later than indicated with the approval of the Contract Manager).

8 **Schedule**:

8.1 Contractor must submit a schedule of the work to be performed during the following month to the Contract Manager on the last Friday of the current month (i.e. a schedule for the month of June must be submitted no later than the last Friday in May).

8.2 Contractor must submit a daily email to the Contract Manager listing completed tasks for previous day by facility.

9 **Unscheduled Services**:

9.1 Emergency: The Contractor must respond within four (4) hours to emergency calls placed by the Contract Manager.

9.2 Special Request: In the event the City requests janitorial services not specified herein, the contract rate most advantageous to the City (hourly, per square foot or a set fee as negotiated by the Contract Manager and the Contractor) will be applied to work as agreed upon by the Contract Manager.

9.3 Extraordinary Occurrences: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person due to any stoppage or delay in the work herein provided, where such stoppages or delays result from acts of God, fire, or any other cause not within the control of the City and/or the Contractor. Contractor recognizes the essential nature of the services to be performed herein and will use their best efforts to complete such work.

10 **Quality of Service**:

10.1 The direction and supervision of janitorial services shall be by competent and qualified personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City.

10.2 In the event the quality of work performed is not acceptable to the Contract Manager or the work is not performed when specified, the City will reduce the next payment using either the hourly rate, per square foot rate or a fixed fee of $25 per occurrence, whichever is greater. Occurrence is defined as a task in each part of a facility such as dusting an office, vacuuming a hallway, cleaning a restroom, etc.

11 **Supervision**:

11.1 The contractor is responsible for all supervision required to perform work in accordance with these specifications.

11.2 The Contractor and their employees must comply with all City regulations.

11.3 All janitorial keys are issued to the Contractor and are the responsibility of the Contractor. The Contractor will be charged for the replacement cost of any lost key(s) and/or the cost of changing locks as a result of any lost key(s).

12 **Contact Person**:

12.1 The contractor shall provide the name and telephone number(s) of an English-speaking contact person in case of an emergency.

12.2 The contractor shall provide the name and telephone number of an English-speaking representative to meet periodically with City personnel.

13 **Safety Standards**:

13.1 The Contractor will be responsible for instructing their employees in all safety measures. The Contractor shall not permit the placing or using of janitorial materials and equipment in traffic lanes or other locations in such manner to create safety hazards and shall provide appropriate warning signs for areas closed for performing janitorial services.

13.2 All materials and supplies shall be in clearly marked containers indicating content and warning labels.

14 **Contractor's Employees**:

14.1 Contractor's employees must be bonded.

14.2 The City may request the Contractor to provide a list of employees working certain days, hours, or assignments. Such list must be submitted within two (2) hours (unless otherwise indicated) of the City's request and may include Social Security numbers, driver's license numbers, and addresses.

14.3 The City reserves the right to accept or reject any employee of the Contractor.

14.4 All personnel must be visible as Contractor's employee(s) by uniform and/or badge while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

15 **Supplies**:

15.1 The contractor will provide all cleaning supplies at the Contractor's expense to perform tasks in accordance with these specifications. The contractor must provide MSDS sheets to the Contract Manager for all chemicals used.

15.2 The Contractor will provide all supplies at the Contractor's expense to perform janitorial services in accordance with these specifications. Supplies shall include but are not limited to cleaning supplies, trash can liners, and paper products, such as toilet tissue, paper towels, and toilet seat covers. The quality of all supplies must be equal to or better than what the City is using at the commencement of the contract. All supplies are subject to approval by the Contract Manager.

15.3 The contractor is responsible for refilling all dispensers including but not limited to soap, toilet tissue, seat covers and paper towels.

16 **Storage**:

16.1 The Contractor is responsible for storing all equipment and supplies off site. The City will not provide any storage space.

17 **Equipment**:

17.1 The contractor is responsible for furnishing and maintaining all equipment in safe operating condition to perform duties in accordance with these specifications.

18 **Moving Furniture and Equipment**:

18.1 The contractor shall move and return all furniture and equipment (i.e. desks, chairs, mats, tables, etc.) necessary to properly perform janitorial services.

19 **Damage**:

19.1 The contractor will be liable for all damage(s) caused by any products, supplies, or equipment used to perform duties under this contract.

19.2 The contractor will be held responsible for any breakage and/or loss of equipment, supplies or articles on City property caused by negligence on the part of the contractor and/or their employees.

19.3 In the event damage occurs, the contractor must report the damage to the Contract Manager by 9:00 A.M. on the following business day and submit a written report within Twenty-four (24) hours describing the location of the damage, cause of damage, when the damage occurred and what action is recommended or has been taken to correct the situation.

20 **City Equipment**:

20.1 The contractor and their employees are not allowed to use any City equipment to include but not limited to microwave ovens, copy machines, fax machines, computers, audio visual equipment, typewriters, etc.

20.2 The contractor and their employees are not allowed to use any City telephones, except in the case of an emergency, (emergency is defined as an urgent need for assistance).

21 **Securing Facilities**:

21.1 The contractor shall be responsible for keeping all buildings locked while he/she and their employees are on the premises. The contractor is also responsible for ensuring that no unauthorized personnel are permitted into any City facility while the Contractor is in the facility. The contractor shall be responsible for locking all doors and turning lights off when they leave the premises.

21.2 Should the Contractor find any facility unsecured upon arrival, they should notify the Contract Manager by 5:00 P.M. of the next business day.

22 **Dumpster**:

22.1 The Contractor will use the City's trash storage and removal services

22.2 All trash or loose debris at dumpster sites must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.

23 Recyclable Materials:

23.1 Contractor must keep recyclable materials separate from all other trash and place in appropriate recyclable materials container located at each facility.

24 Outside Trash Receptacles and Ash Trays:

24.1 Empty and clean trash receptacles and ashtrays. Reline trash receptacle as needed. Replace sand/ashtray filler as needed to maintain a presentable appearance.

25 Subcontractors:

25.1 The contractor is not permitted to use any subcontractors in performing any services related to these specifications unless the contractor obtains prior written approval from the Contract Manager.

25.2 Approval by the City does not make the City a party of such subcontract, or subject the City to liability of any kind to any subcontractor. No subcontract will, under any circumstances, relieve the Contractor of their liability and obligation under this Contract; and despite any such subletting the City shall deal through the Contractor. Subcontractors will be dealt with as employees and representatives of the Contractor, and as such shall be subject to the same requirements as are other employees of the Contractor.

26 Vacation:

26.1 Contractor shall not be allowed vacation time as part of this contract.

27 Number of Facilities:

27.1 The City makes no guarantee as to the number of facilities that will be included in this contract at any time. The City reserves the right to add or remove facilities or seek new proposals as deemed to be in the City's best interest. In the event the City adds or deletes facilities or areas within a facility, the contract will be adjusted in accordance with bid prices most advantageous to the City. In the event the facility is not included as part of this bid the Contract Manager will negotiate the services to be performed and a price with the Contractor.

28 Contract Period:

28.1 Contract Duration - The initial term of the Contract shall be for one (1) year commencing on the date the Contract is fully executed by all parties.

28.2 Contract Renewal - The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal forty-five (45) calendar days prior to the Contract expiration date under paragraph 28.1., not to exceed four (4), additional one-year terms.

29 **Award**:

29.1 The City will award all buildings to a single Contractor and all the park facilities will be awarded to the same Contractor.

29.2 The City reserves the right to award any contract(s) to the proposer(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing proposers as deemed to be in the City's best interest.

30 **Annual Rate Adjustment:**

30.1 Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Contract Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 – June 30 period. The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year. Increases will not be retroactive. It is the City's sole discretion whether to approve or disapprove any rate adjustment. The adjusted rate, if approved, shall take effect on October 1, of the year in which approved. If the parties cannot agree to an adjustment, either party may elect to terminate pursuant to the terms of the Agreement.

31 **Taxes**:

31.1 The Contractor is responsible for paying any and all taxes associated with this agreement.

32 **Cancellation of Contract**:

32.1 If the Proposer, upon the award of any contract, fails to perform the conditions of the contract, the City shall provide written notice of such violations. Payment may

be withheld for the affected facility. If the violations are not corrected to the Contract Manager's satisfaction or reoccur, the City may in its sole discretion immediately cancel the contract.

32.2 The City reserves the right to cancel the contract without cause with a forty-five (45) calendar day written notice.

32.3 Termination or cancellation of any contract will not relieve the Contractor from any obligation.

32.4 If contract is terminated for cause as outlined in 33.1, the vendor will be removed from the City's vendor list.

33 **Contractor Liability**:

33.1 The Contractor shall be responsible and liable for any and all equipment that is in the possession of the Contractor. The Contractor shall be responsible and liable for any and all losses or damages to City or any other agency's equipment regardless of the cause while such equipment is in the possession of the Contractor or its agents.

34 **Service Bond:**

34.1 The Contractor shall secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

35 **Hold Harmless**:

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

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

36 **Payment on Behalf of City**:

36.1 The Contractor agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

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

37 Loss Control/Safety:

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

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

38 Evaluation Criteria:

38.1 The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

a. Contractor's price	30pts.
b. Past experience and account retention	30pts.
c. Contractor's stock of required equipment	20pts.
d. Contractor's references	20pts

39 Submission of Proposals

The following material must be received no later than 3:00 p.m. on January 12, 2023 for a proposing company to be considered:

39.1 One (1) original, unbound copy and one electronic copy preferably on thumb drive but CD will be accepted:

a. Signed Request for Proposal (page 1 of RFP document), **and** the signed RFP Response Form (with acknowledgement of addendum if issued).

b. Title Page: Title page marked, "Proposal for Professional Janitorial Services," the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

c. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the company believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the company who has been designated to submit the proposal on behalf of the company. (See section 2 of RFP)

d. Profile of Proposer: State whether your firm is local, national or international in size. State the size of staff, and over-all experience of assigned staff for this project.

e. Qualifications of Contractor: Describe the commercial experience in providing professional janitorial services. (See section 3 of RFP) Comment on other areas which make your firm different you're your competitors.

f. References: List the name, address and telephone number of references from five (5) clients indicating the services provided, and longevity of contract. (See section 3 of RFP)

g. Contractor's pricing: Completed Facilities Cost Sheet listing cost per each service including total bid.

h. Listing of Contractor's stock of required equipment.

i. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement. (Form provided in RFP documents)

j. Completed Drug-Free workplace Certification. (Form provided in RFP)

k. Copy of company's certificate of insurance and business registration.

l. Completed Verification of Employment status using E-Verify System Form

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

Registration Requirements

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

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

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

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

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or

death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

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

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

D. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
Request for Proposal

Professional Janitorial Services
(RFP No. 2023-05)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 101
Ormond Beach, Florida 32174

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

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

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

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

Addendum Date	Addendum Number
12/15/2022	1
1/4/2023	2
1/6/2023	3

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: American Janitorial, Inc. (AJI)

VENDOR/CONTRACTOR LICENSE NUMBER: 46-0557106 (FEIN)

ADDRESS: 87 North Central Ave, Umatilla, FL 32784 (Physical)
PO Box 2534, Umatilla, FL 32784 (Mailing)

PHONE NO.: 352-551-7941 FAX NO.: 352-669-1408

PROPOSER'S NAME: Jason Lay
(Typed or Printed in Ink)

TITLE: CEO

AUTHORIZED SIGNATURE: I, Jason Lay hereby
(Original signature required in each document)

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

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

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

City of Ormond Beach
Request for Proposals (RFP)
Professional Cleaning Services
(RFP No. 2023-05)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

American Janitorial, Inc. (AJI)
COMPANY NAME

AUTHORIZED SIGNATURE

Jason Lay
NAME

CEO
TITLE

1/10/2023
DATE

City of Ormond Beach
Request for Proposal
Professional Janitorial Services
(RFP No. 2023-05)

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] 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.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

American Janitorial, Inc. (AJI)

COMPANY NAME

Jason Lay

AUTHORIZED SIGNATURE

Jason Lay

SIGNER'S NAME (PRINT OR TYPE)

CEO

TITLE

1/10/2023

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposal
Professional Janitorial Services
(RFP No. 2023-05)

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

American Janitorial, Inc. (AJI)
Company Name

Authorized Signature

Jason Lay, CEO
Print Name

City of Ormond Beach
Janitorial Services-Facilities Cost Sheet
RFP 2023-05

LOCATION	ANNUAL COST	COST PER EACH EXTRA SERVICE	COST PER EACH EMERGENCY
Casements	$23,143.54	$148.36	$178.03
Gymnastics Center	$13,292.47	$63.91	$76.69
PAL Office	$2,804.95	$17.98	$21.58
Ames Park/Legal/Conference	$6,472.34	$41.49	$49.79
Central Park I	$4,346.80	$11.94	$14.33
Central Park II	$4,242.12	$11.65	$13.99
Sanchez Park	$1,824.36	$11.69	$14.03
Airport Sports Softball Building	$7,830.88	$21.51	$25.82
City Hall	$65,179.74	$250.69	$300.83
S Ormond Neighborhood Ctr	$29,153.59	$112.13	$134.56
Water Plant, Jefferson St.	$5,564.93	$21.40	$25.68
Water Plant, Tomoka Ave.	$2,682.05	$25.79	$30.95
Fleet	$7,339.09	$35.28	$42.34
Bailey's Riverbridge	$3,380.71	$21.67	$26.01
Senior Ctr - Bldg A	$7,655.03	$29.44	$35.33
Senior Ctr - Bldg B	$16,462.77	$63.32	$75.98
Senior Ctr - Bldg D	$6,164.48	$23.71	$28.45
Shuffleboard Building	$2,365.38	$22.74	$27.29
Airport Tower	$4,354.35	$27.91	$33.50
Wastewater	$6,371.47	$24.51	$29.41
Wastewater office	$3,093.89	$21.32	$25.58
Cassen Park	$6,001.30	$16.49	$19.78
Nova Outside Restrooms	$4,564.49	$12.54	$15.05
Leisures Services Offices	$10,130.01	$38.96	$46.75
PAC - 2nd Floor	$4,835.45	$92.99	$111.59
PAC - Backstage, Etc.	$11,782.19	$113.29	$135.95
PAC - Bldg C Blue Room	$5,718.12	$54.98	$65.98
Fortunato Park	$6,354.60	$17.46	$20.95
Airport Sports Soccer Building	$3,978.61	$15.30	$18.36
Airport Sports Greg Smith Fieldhouse	$8,995.69	$34.60	$41.52
Baseball Building	$4,243.89	$16.32	$19.59
Osceola Elementary	$2,187.68	$8.41	$10.10
Nova Athletic Field Restrooms	$2,405.25	$15.42	$18.50
Public Works	$14,327.47	$55.11	$66.13
Police Department	$45,440.09	$145.64	$174.77
Riverbend Park	$1,384.22	$8.87	$10.65
Nova Gymnasium	$36,882.10	$141.85	$170.23
Andy Romano Beachfront Park	$18,281.07	$50.22	$60.27

Environmental Discovery Center	$5,026.63	$19.33	$23.20
Nova rec. Skate Park	$5,192.72	$14.27	$17.12
Airport Sports Pride Restrooms	$2,507.55	$16.07	$19.29
Airport Sports Pop Warner restrooms	$4,859.63	$13.35	$16.02
TOTAL BID (Include all labor, material, equipment, etc.)	**$428,823.70**	**$1,909.91**	**$2,291.97**

City of Ormond Beach
Janitorial Services
RFP 2023-05
SPECIFICATION SHEETS

SUPPLIES

ITEM		SIZE
Multi Fold Paper Towels – 2TOWMFW White	4000/case	9.125" X 9.5"
Multi Fold Paper Towels - 2TOWMFN Natural	4000/case	9.125" X 9.5"
Toilet Tissue Heavenly Choice 2Ply 2TP57371634	96 rolls/case	4.5" X 4"
Inopak Lotionized Pink Enrich Hand Soap with Aloe Vera - 2IP5011-420-02	4 gallons/case	
Fusion Metered Aerosols by Fresh	12 cans/case	6.25 oz
Duracell size D batteries	48/Case	D-Cell
Urinal Screens by Fresh - Odor Control	10 screens/box	45-60 Days
Neat Seats Disposable Toilet Seat Covers 2SANI3325	5000/case	25 packs of 200
Toilet Tissue Gen. 202 2ply JRT	12/Case	
Trash Bags	250/Case	40X48
Trash Bags	250/Case	24X32
Foaming Soap/Autofoam	8/Case	1100 ml

NOTE: Quantities of the above supplies will vary and there is no historical data available. Bidders should use their best estimate of each of the supplies and provide their cost in the appropriate spaces on the Bid Reply form.

City of Ormond Beach
Janitorial Services
RFP 2023-05

LOCATION	TOILETS	SINKS	URINALS	SHOWERS
Casements	9	12	3	0
Gymnastics Center	2	2	0	0
PAL Office	1	2	0	0
Ames Park/Legal/Conference	5	6	0	0
Central Park I	2	2	1	0
Central Park II	2	2	1	0
Sanchez Park	6	2	2	0
Airport Sports Softball Building	5	4	2	0
City Hall	14	15	5	0
S Ormond Neighborhood Ctr	10	12	5	0
Water Plant, Jefferson St	2	2	0	1
Water Plant, Tomoka Ave	3	3	1	2
Fleet	5	3	2	2
Bailey's Riverbridge	2	3	1	0
Senior Ctr - Bldg A	2	3	1	0
Senior Ctr - Bldg B	4	5	2	0
Senior Ctr - Bldg D	2	4	1	0
Shuffleboard Building	2	2	0	0
Airport Tower	1	3	0	0
Wastewater	4	6	1	0
Wastewater Treatment Plant Maint. Office.	2	2	2	1
Cassen Park	3	2	1	0
Nova Outside Restrooms	5	6	2	0
Leisures Services Offices	3	2	1	0
PAC - 2nd Floor	2	2	0	2
PAC - Backstage, Etc.	7	6	2	1
PAC - Bldg C Blue Room	3	2	1	0
Fortunato Park	3	4	1	0
Airport Sports Soccer Building	9	12	4	1
Airport Sports Greg Smith Field House	7	6	1	0
Airport Sports Baseball Building	8	6	4	0
Osceola Elementary	3	2	1	0
Nova Athletic Field Restrooms	5	7	2	0
Public Works	12	7	4	3
Police Department	10	12	4	2
Riverbend Park	2	2	1	0
Nova Gymnasium	6	11	2	0
Andy Romano Beachfront Park	8	8	1	7 (outside)
Environmental Discovery Center	3	4	0	0

Nova rec. Skate Park	1	1	0	0
Airport Sports Pride Restrooms	2	2	0	0
Airport Sports Rick Boehm Fields Softball Restrooms	4	4	1	0
Airport Sports Pop Warner Restrooms	3	4	1	0

City of Ormond Beach
Janitorial Services
RFP 2023-05
CASEMENTS
25 RIVERSIDE DRIVE

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and Ma
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	9,069 sq. ft.
Wood Floor	3,883 sq. ft.
Tile Floor	1,262 sq. ft.
Carpet Floor	3,910 sq. ft.

Cleaning hours between **12:00 A.M. and 6:00 A.M.**
Days of service: **3 days – Sunday – Tuesday - Thursday**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.		X				
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, etc.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean and disinfect telephone. Clean desk top by special request only.	X					
53	Floors	Ceramic Tile - Sweep and mop use - solution of Tide with bleach and water.	X					
11		Ceramic Tile - Sweep, mop, wax and buff tile floors with non-slip wax.			X			
48		Wood - Sweep and damp mop.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.				X		
14		Cement - Sweep and clean walkways and stair wells.		X				
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.				X		
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
22		Clean stairway to include the carpeting on the floors and walls. Clean banisters to remove dirt and wax build up.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.	X					
31		Elevator - Clean inside and outside elevator doors, frame and floor and polish all chrome.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed. **DO NOT TOUCH PICTURES OR PLAQUES**		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.		X				
49	Classrooms	Wash Chalk Boards, table tops, chairs and sink.	X					
50	Dance Room	Clean ballet handrails.		X				
30	Display Cases	Clean glass to remove dust, dirt, fingerprints and smudges.		X				
51	Rockefeller Room	**DO NOT ENTER** (Located on the Second Floor)						
12	Stage	Vacuum Carpet, dust ledges and steps.		X				

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
GYMNASTICS CENTER
440 N. NOVA ROAD

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	7,712 sq. ft.
Carpet Floor	7,712 sq. ft.

Cleaning hours between **10:00 P.M. and 10:30 A.M.**
Days of service: **4 days: Mon – Tues – Thurs - Fri**
Contact Contract Manager: 386-212-8685

TASK No.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
12	Floors	Carpet - Vacuum carpeting, rugs and other floor coverings (lift under edges).	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
25		Clean and sanitize all drinking fountains.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
33		Clean and disinfect telephone.	X					
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		X				

TASK No.	ROOM	TASK	D	W	M	Q	S	I
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.			X			
37		Clean blinds to remove all dust and dirt.				X		
67		Clean large garage door inside.				X		
57		Wipe down mats (special cleaner).		X				
58		Wipe down handrails.		X				

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
PAL OFFICE
194 Central Avenue

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	800 sq. ft.
Carpet Floor	800 sq. ft.

Cleaning hours between **8:00 A.M. and 5:00 P.M**
Days of service: **3 days: Monday – Wednesday - Friday**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.	X					
9	Floors	Pick up all trash and debris off floor.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.		X				
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle and ashtray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Clean and disinfect telephone.	X					
35		Recycled Materials - Empty containers and dispose of properly.		X				
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.	X					
37		Clean blinds to remove all dust and dirt.				X		

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
AMES PARK – AMES HOUSE
LEGAL OFFICE & CONFERENCE ROOM
173 S. BEACH STREET

D = Daily — Once a day Monday through Friday unless otherwise specified.
W = Weekly — Must be completed by Friday of each week.
M = Monthly — Must be completed by the last Friday of the month.
Q = Quarterly — Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually — Must be completed by the fifteenth (15) day of January and July.
I = Inspection — Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 2,325 sq. ft.
Carpet 2,059 sq. ft.
Concrete Floor 266 sq. ft.

Cleaning hours between 6:00 A.M. and 6:00 P.M.
Days of Service: (3) days Monday – Wednesday - Friday
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
2	Legal Office	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers. .	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
16		Upholstered Furniture - Vacuum and dust all upholstered furniture.					X	
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
2	Ames Conference Room	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
12		Carpet - Vacuum carpeting, rugs and other floor coverings		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
8		Dust all furniture including but not limited to filing cabinets, tables and bookcases with polish cloth.		X				
16		Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
CENTRAL PARK 1
FLEMING AVENUE

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 6:00 A.M. and 6:00 P.M.

Total 192 sq. ft.
Concrete Floor 192 sq. ft.

Days Of Service: (7) (Twice Daily, Fri ,Sat, Sun. March 1st thru Oct 31st)
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
CENTRAL PARK 2
HAMMOCK LANE

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 6:00 A.M. and 6:00 P.M.

Total 104 sq. ft.

Days of Service: (7) (Twice Daily, Fri ,Sat, Sun. March 1st thru Oct 31st)

Concrete Floor 104 sq. ft.

Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments: _____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
SANCHEZ PARK
SANCHEZ AVENUE

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 6:00 A.M. and 6:00 P.M.
Days of Service: (3) Monday – Wednesday - Friday
Contact Contract Manager: 386-212-8685

Total	495 sq. ft.
Concrete Floor	495 sq. ft.

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
32		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments:_____

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Inspection Date

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Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
AIRPORT SPORTS COMPLEX
700 HULL ROAD
SOFTBALL BUILDING

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

1st Floor	986 sq. ft.	Cleaning hours between **6:00 A.M. and 9:00 A.M.**
2nd Floor	750 sq. ft.	SEASONAL - **Approximately 275-300 days of service**
Cement Floor	986 sq. ft.	Days of service: **(7) days per Week – Will vary depending on Season**
Total	1,736 sq. ft.	**Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings on second floor.	X					

Inspection Comments: _____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
CITY HALL
FIRST AND SECOND FLOOR
22 S. BEACH STREET

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	24,326 sq. ft.
Carpet Floor	18,890 sq. ft.
Tile Floor	3,140 sq. ft.
Concrete	2,300 sq. ft.

Cleaning hours of service **5:00 P.M. to 7:00 a.m.**
Days of service - **5 days: Monday – Friday**
1st floor public restrooms twice daily Monday-Friday.
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.		3X				
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.		X				
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2X				
33		Clean and disinfect telephone.	X					
9	Floors	Pick up all trash and debris off floor.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
14		Cement - Sweep and clean walkways and stair wells.		X				
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.			X			
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
19		Corridor - Vacuum corridor.		X				
20		Corridor - Clean inside and outside all glass walls, doors, and windows. (1st Floor)			X			
21		Corridor - Clean behind doors and door jams.		X				
22		Clean stairway to include the carpeting on the floors and walls. Clean banisters to remove dirt and wax build up.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.		X				
27		Storage Areas - Keep storage areas neat.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.	X					
31		Elevator - Clean inside and outside elevator doors, frame and polish all chrome.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.				X		
38	Commission Chambers	Dust and vacuum carpeting, rugs and other floor coverings (before City Commission meetings, usually held on the first and third Tuesday of the month)		X				
8		Dust and treat with furniture polish complete dais to include top, front, sides and rear			X			
16		Upholstered furniture – Vacuum, dust and disinfect all upholstered furniture including audience seating.				X		
77	Exterior Windows	Clean exterior windows, removing all insects, handprints, debris, etc				X		

Inspection Comments: _____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
SOUTH ORMOND NEIGHBORHOOD CTR.
176 DIVISION STREET

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	16,244 sq. ft.
Cement	348 sq. ft.
Rubberized	662 sq. ft.
Wood Floor	7,840 sq. ft.
Vinyl Floor	2,412 sq. ft.
Carpet	417 sq. ft.
Tile Floor	365 sq. ft.

Cleaning hours between **11:00 P.M. - 9:00 A.M.**
Days of service : **5 days: Monday-Friday**
Additional Kitchen Cleaning (6) Times Yearly.
Outside restrooms (7) Days
Twice daily Fri. Sat. Sun.
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.	X					
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.			X			
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
44		Wood - Dust mop.	X					
71	Gymnasium	Dust mop wood floor with "treated dust mop", remove gum spots.	X					
76		Wood gym floor should be cleaned by a water cleaning machine to remove surface dirt and grit.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
39		Concrete (painted) - Sweep and mop.	X					
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.			X			

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.		X				
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.	X					
32		Ceilings - Clean air conditioning vents to remove dust and dirt build up.			X			
33		Clean and disinfect telephone.		X				
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.	X					
54	Gymnasium	Clean bleachers of debris top and underneath.			X			
55		Wipe down back boards.			X			
56	Weight Room	Wipe down exercise machines and padding	X					
46		Vacuum rubberized floor.	X					
34	Outdoor Restroom	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass						

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
WATER PLANT
ADMINISTRATION OPERATIONS
301 JEFFERSON STREET

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	1,216 sq. ft.
Vinyl Floor	264 sq. ft.
Carpet	700 sq. ft.
Ceramic	348 sq. ft.

Cleaning hours between **7:00 A.M. - 4:00 P.M.**
5 Days of service – **Monday-Friday**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances, such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.	X					
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.		X				
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats. Exterior mats will be cleaned using best method and manner.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.				X		
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.				X		
22		Clean stairway to include the carpeting on the floors. Clean banisters to remove dirt.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle and ashtray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Clean and sanitize all drinking fountains and ashtrays.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean ceilings to remove dust and dirt build up.				X		
33		Clean and disinfect telephone.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.			X			
37		Clean blinds to remove all dust and dirt.				X		

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
WATER PLANT
298 TOMOKA AVENUE

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	1,216 sq. ft.
Vinyl Floor	264 sq. ft.
Carpet	700 sq. ft.
Ceramic	348 sq. ft.

Cleaning hours between **7:00 A.M. - 4:00 P.M.**
2 Days of service – **Monday & Thursday**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances, such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.	X					
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.		X				
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats. Exterior mats will be cleaned using best method and manner.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.				X		
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.				X		
22		Clean stairway to include the carpeting on the floors. Clean banisters to remove dirt.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle and ashtray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Clean and sanitize all drinking fountains and ashtrays.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean ceilings to remove dust and dirt build up.				X		
33		Clean and disinfect telephone.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.			X			
37		Clean blinds to remove all dust and dirt.				X		

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
FLEET OPERATIONS
500 N. ORCHARD STREET

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	2,015 sq. ft.	Cleaning hours between **7:00 PM - 6:00 A.M.**
Vinyl Floor	1,672 sq. ft.	Days of service - 4 days: **Monday, Tuesday, Thursday, Friday**
Tile Floor	343 sq. ft.	**Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, counters around and behind counter top appliances, such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean and disinfect telephone. Clean desk top by special request only.	X					
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, strip, wax and buff floors with non-slip wax.				X		
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.				X		
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			

TASK No.	ROOM	TASK	D	W	M	Q	S	I
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, spot clean as needed.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.				X		
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.				X		
		Outside cleaning – windows.					X	
37		Clean blinds to remove all dust and dirt.			X			

Inspection Comments:_____

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Inspection Date

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Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
BAILEY RIVERBRIDGE GARDENS
25 NORTH BEACH STREET

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	1,284 sq. ft.
Wood Floor	612 sq. ft.
Vinyl Floor	672 sq. ft.

Cleaning hours between 12:00 AM - 6:00 AM
This facility is used 7 days a week with heaviest usage on weekends.
Days of service - **(3) days: Tuesday – Thursday - Saturday**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.		X				
3		Clean stall walls	X					
4		Clean and disinfect floors.		X				
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.		X				
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.		X				
42	Floors	Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.					X	
44		Wood - Sweep and, mop.	X					
45		Wood - Sweep, mop, strip, wax and buff floor with non-slip wax.					X	
9		Pick up all trash and debris off floor.	X					
15		Floor Mats - Thoroughly clean all inside and outside floor (entry) mats.		X				
16	General	Furniture - Vacuum and dust all furniture.			X			
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.			X			
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
27		Storage Areas - Keep storage areas neat.				X		
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs.		X				
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.				X		
33		Trash Cans/Waste Baskets - Empty and reline as needed.		X				
34		Wash inside and outside trash cans and wastebaskets.				X		
35		Recycled Materials - Empty containers and dispose of properly.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.		X				

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
BUILDING "A"
351 ANDREWS STREET

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	2,973 sq. ft.
Carpet Floors	1,961 sq. ft.
Vinyl Floor	920 sq. ft.
Ceramic Floors	92 sq. ft.

Cleaning hours between **12:00 A.M. and 6:00 A.M.**
Days of service: **5 Days: - Tues – Wed-Thurs – Friday - Sun**
Contact Contract Manager: 386-212-8685

Task No.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies, including deodorizers. Clean and disinfect floors.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.	X					
3		Clean stall walls	X					
4		Ceramic floors should be mopped and spot cleaned using germicidal solution.	X					
9	Floors	Pick up all trash and debris off floors.	X					
11		Ceramic Tile - Sweep, mop, wax and buff tile floors with non-slip wax.				X		
42		Vinyl - Sweep, mop, strip, wax and buff vinyl floor with non-slip wax.				X		
45		Wood - Sweep, mop, strip, wax and buff wood floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Clean all carpet areas using scrub and extraction method. Spots to be cleaned daily.			X			
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		X				
43		Vinyl - Sweep and mop.	X					
10		Ceramic Tile - Sweep and mop.	X					
14		Cement - Sweep and clean walkways.	X					
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.	X					

Task No.	ROOM	TASK	D	W	M	Q	S	I
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.			X			
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside Ash Trays - Empty and clean ashtray. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.		X				
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
37		Clean blinds to remove all dust and dirt.		X				
59		All tables and chairs are to be arranged for daily uses as directed.	X					

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
BUILDING "B"
351 ANDREWS STREET

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	6,915 sq. ft.
Carpet Floors	1,735 sq. ft.
Vinyl Floor	360 sq. ft.
Ceramic Floors	4,420 sq. ft.

Cleaning hours between **12:00 PM and 6:00 AM.**
Days of service: **5 Days: - Tues – Wed-Thurs – Friday- Sun**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies, including deodorizers. Clean and disinfect floors.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean and disinfect telephone. Clean desk top by special request only.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.	X					
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.	X					
35		Recycled Materials - Empty containers and dispose of properly.		X				
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.		X				
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.		X				
33		Empty and clean (trash) waste baskets; reline waste basket as needed.	X					
48	Ballroom Area	Dust mop wood floor and stage area as required. Revision: Damp mop as required. Use only a damp mop. All excess water must be wrung out of mop. Never wax the floor or use cleaners. Manufacturer's specifications.	X					
17		Lighting Fixtures - clean all lighting fixtures to remove dust and dirt.			X			
42	Kitchen Area	Sweep and damp mop vinyl floor.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
9	Floors	Pick up all trash and debris off floors.	X					
11		Ceramic Tile - Sweep, mop, wax and buff tile floors with non-slip wax.				X		
43		Vinyl - Sweep, mop, strip, wax and buff vinyl floor with non-slip wax.				X		
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method. Spot clean daily.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.		X				
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
22		Clean stairway to include the carpeting on the floors and walls. Clean banisters to remove dirt and wax build up.		X				
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
27		Storage Areas - Keep storage areas neat.	X					
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
34		Wash inside and outside trash cans and wastebaskets.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.		X				
61		Polish piano/organ with appropriate cleaner.		X				

Inspection Comments: _____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
SENIOR CENTER
BUILDING "D"
359 ANDREWS STREET

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	1,720 sq. ft.	Cleaning hours between **12:00 A.M. and 6:00 A.M.**
Tile Floors	96 sq. ft.	Days of service : **5 Days: - Tues – Wed-Thurs – Friday- Sun**
Vinyl Floor	1,624 sq. ft.	**Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies, including deodorizers. Clean and disinfect floors.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
42	Floors	Vinyl - Sweep and mop.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
36		Windows - dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks. Clean blinds to remove all dust and dirt.		X				
9	Floors	Pick up all trash and debris off floors.	X					
42	Floors	Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff vinyl floor with non-slip wax.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.		X				
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
35		Recycled Materials - Empty containers and dispose of properly.		X				

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
ANNEX
SHUFFLEBOARD OFFICE
725 Hull Road

D = Daily	Once a day Monday through Friday unless otherwise specified.	
W = Weekly	Must be completed by Friday of each week.	
M = Monthly	Must be completed by the last Friday of the month.	
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.	
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.	
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory	
Total	1,296 sq. ft.	Cleaning hours between 12:00 AM and 6:00 AM
Vinyl Floor	1,088 sq. ft.	**Days of Service: (2) days Monday and Friday**
Concrete Floor	208 sq. ft.	**Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.			X			
3		Clean stall walls	X					
4		Clean and disinfect floors.			X			
9	Floors	Pick up all trash and debris off floor.	X					
42		Vinyl - Sweep and wet mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
14		Cement - Sweep and clean walkways.	X					
17	General	Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.				X		
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.		X				
25		Clean and sanitize all drinking fountains and ashtrays.	X					
27		Storage Areas - Keep storage areas neat.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.				X		
35		Recycled Materials - Empty containers and dispose of properly.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.		X				

Inspection Comments: _____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
ANNEX
AIRPORT TOWER
725 Hull Road

D = Daily — Once a day Monday through Friday unless otherwise specified.
W = Weekly — Must be completed by Friday of each week.
M = Monthly — Must be completed by the last Friday of the month.
Q = Quarterly — Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually — Must be completed by the fifteenth (15) day of January and July.
I = Inspection — Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 960 sq. ft.
Carpet Floor 790 sq. ft.
VCT Tile 170 sq. ft.

Cleaning hours between **7:00 AM AND 6:00 PM**
Days of Service: **3 Days Monday, Wednesday, Friday**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.			X			
3		Clean stall walls	X					
4		Clean and disinfect floors.			X			
9	Floors	Pick up all trash and debris off floor.	X					
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
14		Cement - Sweep and clean walkways and stair wells. (outside bathrooms)	X					
17	General	Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.				X		
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
25		Clean and sanitize all drinking fountains and ashtrays.	X					
27		Storage Areas - Keep storage areas neat.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.				X		
33		Clean and disinfect telephone.	X					
35		Recycled Materials - Empty containers and dispose of properly.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.	X					
37		Clean blinds to remove all dust and dirt.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					

Inspection Comments: _____

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_____ Inspection Date

_____ Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
WASTEWATER OFFICE
550 N. ORCHARD STREET

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

		2 x = Two times
Total	1,894 sq. ft.	Cleaning hours between **6:00 A.M. and 4:00 P.M.**
Carpet Floor	1,171 sq. ft.	Days of service: **5 days – Monday-Friday**
Vinyl Floor	723 sq. ft.	**Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.				X		
3		Clean stall walls	X					
4		Clean and disinfect floors.			X			
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.			X			
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean and disinfect telephone. Clean desk top by special request only.	X					
42	Floors	Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floors with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.					X	
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.			X			
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
68		Sweep corridor.	X					
20		Corridor - Clean inside and outside all glass walls, doors, and windows.		X				
21		Corridor - Clean behind doors and door jams.		X				
22		Clean stairway to include the carpeting on the floors and walls. Clean banisters to remove dirt and wax build up.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.				X		
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
35		Recycled Materials - Empty containers and dispose of properly.	X					
37		Clean blinds to remove all dust and dirt.		X				

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
CASSEN PARK
1 S. BEACH STREET

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

		Cleaning hours between 6:00 A.M. and 6:00 P.M
Total	198 sq. ft.	**Days of Service: (7)**
		(Twice Daily, Fri, Sat, Sun. March 1st thru Oct 31st)
Carpet Floor	198 sq. ft.	**Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
32		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments: _____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
WASTE WATER TREATMENT PLANT
MAINTENANCE OFFICE
550 N. ORCHARD STREET

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	1,216 sq. ft.
Vinyl Floor	264 sq. ft.
Carpet	700 sq. ft.
Ceramic	348 sq. ft.

Cleaning hours between **7:00 A.M. - 4:00 P.M.**
2 Days of service – **Monday & Thursday**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances, such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.	X					
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.		X				
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats. Exterior mats will be cleaned using best method and manner.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.				X		
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.				X		
22		Clean stairway to include the carpeting on the floors. Clean banisters to remove dirt.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle and ashtray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Clean and sanitize all drinking fountains and ashtrays.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean ceilings to remove dust and dirt build up.				X		
33		Clean and disinfect telephone.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.			X			
37		Clean blinds to remove all dust and dirt.				X		

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
Bid 2023-05
NOVA OUTSIDE RESTROOM
440 N. NOVA ROAD

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 11:00 P.M. and 8:30 A.M.

Total 375 sq. ft.

Days of service – **(7) Days**
(Twice Daily, Fri, Sat, Sun. March 1st thru Oct 31st)

Vinyl Floor 375 sq. ft.

Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments: _____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
LEISURE SERVICES OFFICE
399 U.S. 1

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	2,457 sq. ft.	Days of service : **(5) Monday-Friday 12:00 am – 6:00 am**
Carpet Floors	2,376 sq. ft.	**Contact Contract Manager: 386-212-8685**
Tile Floor	81 sq. ft.	

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies, including deodorizers. Clean and disinfect floors.	X					
30	Lobby Area	Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
33		Empty and clean (trash) waste baskets; reline waste basket as needed.	X					
59		All tables and chairs are to be arranged for daily uses as directed.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean floor appropriately according to the type of flooring. Clean desk top by special request only.	X					
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, strip, wax and buff floors with non-slip wax.				X		
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum carpeting, rugs and other floor coverings. Clean all carpet areas using scrub and extraction method.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.	X					
31		Elevator - Clean inside and outside elevator doors, frame and floor and polish all chrome.	X					
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.			X			
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
22		Clean stairway to include the carpeting on the floors and walls. Clean banisters to remove dirt and wax build up.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside Ash Trays - Empty and clean ashtray. Replace sand or ashtray filter as needed to maintain a presentable appearance.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.	X					
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, spot clean as needed.	X					
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.			X			
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.	X					
9	Floors	Pick up all trash and debris off floors.	X					
45		Wood - Sweep, mop, strip, wax and buff wood floor with non-slip wax.	X					
36	General	Windows - dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks. Clean blinds to remove all dust and dirt.	X					
47		Steam clean all upholstered furniture.				X		
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.				X		
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
SECOND FLOOR REHEARSAL ROOM, DRESSING ROOM AND RESTROOM
399 U.S. 1

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	2,680 sq. ft.
Carpet Floor	40 sq. ft.
Vinyl Floor	800 sq. ft.
Tile Floor	40 sq. ft.
Wood Floor	1,800 sq. ft.

Cleaning hours between **12:00 am and 6:00 am**
Days of service: **1 day - Monday**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
9	Floors	Pick up all trash and debris off floor.	X					
10		Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, strip, wax and buff floors with non-slip wax.				X		
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.				X		
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.				X		
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
25		Clean and sanitize all drinking fountains and ashtrays.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.	X					
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, etc. and kick boards, spot clean as needed.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.	X					
37		Clean blinds to remove all dust and dirt.	X					

Inspection Comments:_____

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Inspection Date

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Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
BACKSTAGE AND LOBBY RESTROOMS, ATRIUM AREA AND FRONT STAGE
399 U.S. 1

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	5,750 sq. ft.
Carpet Floor	4,900 sq. ft.
Vinyl Floor	50 sq. ft.
Tile Floor	800 sq. ft.

Cleaning hours between **12:00 am and 6:00 am**
Days of service: **2 days – Monday and Saturday**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
9	Floors	Pick up all trash and debris off floor.	X					
10		Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, strip, wax and buff floors with non-slip wax.				X		
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.				X		
14		Cement - Sweep and clean walkways and stair wells.	X					
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.				X		
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.				X		
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle and ashtray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Clean and sanitize all drinking fountains and ashtrays.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, etc. and kick boards, spot clean as needed.	X					
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.	X					
37		Clean blinds to remove all dust and dirt.	X					

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
BLUE ROOM - STUDIO
BUILDING "C"
399 NORTH US #1

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	3,422 sq. ft.
Carpet Floor	352 sq. ft.
Vinyl Floor	580 sq. ft.
Wood Floor	2,490 sq. ft.

Cleaning hours between **12:00 A.M. and 6:00 A.M.**
Days of service: **2 days: Sunday and Friday**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies, including deodorizers. Clean and disinfect floors. Wax with non-slip wax.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.						
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
42		Vinyl floors shall be mopped and spot cleaned with all catering debris removed.	X					
12	Assembly Room	Vacuum all rug areas including front and back stairways and wood dance floor.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
59		All tables and chairs are to be arranged for daily uses as directed.		X				
61		Polish piano/organ with appropriate cleaner.		X				
62		Clean green board.	X					
9	Floors	Pick up all trash and debris off floors.	X					
43		Vinyl - Sweep, mop, strip, wax and buff vinyl floor with non-slip wax.				X		
45		Wood - Sweep, mop, strip, wax and buff wood floor with non-slip wax.			X			
48		Wood - Sweep & mop as per manufacturer's specs.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
22		Clean stairway to include the carpeting on the floors and walls. Clean banisters to remove dirt and wax build up.		X				
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside Ash Trays - Empty and clean ashtray. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
31		Elevator - Clean inside and outside elevator doors, frame and polish all chrome.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.		X				
35		Recycled Materials - Empty containers and dispose of properly.	X					

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
FORTUNATO PARK
1 JOHN ANDERSON

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 6:00 A.M. and 6:00 P.M.

Total 495 sq. ft.
Concrete Floor 495 sq. ft.

Days of Service: (7) (Twice Daily, Fri, Sat, Sun. March 1st thru Oct 31st)
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.				X		
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
32		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
AIRPORT SPORTS COMPLEX
SOCCER BUILDING & FIELD # 7
Restroom
700 HULL ROAD

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	748 sq. ft.	Cleaning hours between 6:00 A.M. and 9:00 A.M.
Cement Floor	270 sq. ft.	**Days of service - Seasonal: Approximately 235-250 days of Service**
Tile Floor	478 sq. ft.	**Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.				X		

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
AIRPORT SPORTS COMPLEX
GREG SMITH FIELD HOUSE
700 HULL ROAD

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 4,100 sq. ft

Kinetex Carpet Floor 4,100 sq. ft.

Cleaning hours between 6:00 A.M. and 9:00 A.M.
Days of service - Seasonal: Approximately 235-250 days of Service
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.				X		
12		Carpet – Vacuum and clean all carpeting, rugs and other floor coverings.	X					

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
AIRPORT SPORTS COMPLEX
700 HULL ROAD
Baseball Building

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
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S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Tile Floor	267 sq. ft.	Cleaning hours between **6:00 A.M. and 9:00 A.M.**
Cement Floor	704 sq. ft.	SEASONAL - **Approximately 235-250 days of service**
Total	971 sq. ft.	Days of service - **Will vary depending on season**
		Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.	X					

Inspection Comments: _____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
OSCEOLA ELEMENTARY
SCHOOL PLAYGROUND
100 OSCEOLA AVENUE

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
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S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
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Cleaning hours between 6:00 A.M. and 6:00 P.M.
Days of service - 5 days - Monday through Friday (During School Year)
2 days – Tuesday and Friday (Summertime)
Contact Contract Manager: 386-212-8685

Total	108 sq. ft.
Cement Floor	108 sq. ft.

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.	X					
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.	X					

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
ATHLETIC FIELD RESTROOMS
Field # 1 Restroom and
Restroom between Field # 3 and #4
440 N. NOVA ROAD

D = Daily	Once a day Monday through Friday unless otherwise specified.
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S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 6:00 A.M. and 9:00 A.M.
SEASONAL - Approximately 180 days of service

Total 464 sq. ft.
Tile Floor 464 sq. ft.

Days of Service: (3) days Monday – Wednesday - Friday
Contact Contract Manager: 386-212-8685

TASK NO	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
PUBLIC WORKS
501 N. ORCHARD STREET

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
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Total	5,120 sq. ft.
Carpet	120 sq. ft
Tile Floor	1,250 sq. ft.
Vinyl Floor	3,750 sq. ft.

Cleaning hours between 5:00 P.M. and 6:30 A.M.
Days of Service: (5) days - Monday- Friday
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.			X			
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances, such as a microwave oven. Replenish supplies such as soap and paper towels.		X				
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.			X			
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.		X				
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.					X	
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.					X	
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.					X	
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
9		Pick up all trash and debris off floors.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
TASK NO.	ROOM	TASK	D	W	M	Q	S	I

17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.				X		
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.		X				
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.		X				
25		Clean and sanitize all drinking fountains.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.		X				
27		Storage Areas - Keep storage areas neat.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Clean and disinfect telephone.	X					
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.				X		
2	Facilities Maint. Office	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
42		Vinyl – Sweep and Mop	X					
2	Streets/ Signs Offices	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
42		Vinyl – Sweep and Mop	X					
2	Wastewater Office	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
42		Vinyl – Sweep and Mop	X					

Inspection Comments: _____

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Inspection Date

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Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
POLICE DEPARTMENT
170 W. GRANADA BLVD.

D = Daily — Once a day Monday through Friday unless otherwise specified.
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Total	17,426 sq. ft.
Concrete Floor	2,280 sq. ft.
Vinyl Floor	5,864 sq. ft.
Carpet Floor	6,968 sq. ft.
Ceramic Tile Floor	1,786 sq. ft.
Rubber Tile	528 sq. ft.

Cleaning hours between **6:00 P.M. and 7:00 A.M.**
Days of service: **6 days: Mon – Tues –Wed- Thurs – Fri - Sun**

Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
43	All Vinyl Floors in Bldg	Vinyl – Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12	Lobby 101	Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
10		Ceramic Tile - Sweep and mop.		3X				
4		Clean and disinfect floors.			X			
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		3X				
33		Clean and disinfect telephone.	X					
12	Victim Waiting Room 104	Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.			X			
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
33		Clean and disinfect telephone.		X				
1	Restrooms 102, 103, 114, 126, 131, 142, 160, 162, 175, Jail	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
10		Ceramic Tile - Sweep and mop.	X					
4		Clean and disinfect floors.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
5		Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
	NID 128, 129, 130, 133 (break room)	Spray dust surfaces as requested by on duty staff		2x				
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
37		Clean blinds to remove all dust and dirt.			2x			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
33		Clean and disinfect telephone.		X				
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
5		Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				
8	Records 105,106,107, 108, 109	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
33		Clean and disinfect telephone.		X				
12	Conference Room 117	Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
33		Clean and disinfect telephone.	X					
8	Admin. Offices w/windows 111, 112, 113, 119, 120	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
37		Clean blinds to remove all dust and dirt.			2x			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		2x				
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		2x				
33		Clean and disinfect telephone.		X				
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
8	Admin. Offices 123, 124, 125	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
33		Clean and disinfect telephone.		X				
8	Admin. Common Areas 110, 115, 116, 118, 121, 122	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.		2x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
10		Ceramic Tile - Sweep and mop.		2x				
4		Clean and disinfect floors.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
		Empty Shredder	X					
8	W. Corridor Offices 137, 139, 143, 144, 146, 147, 150, 151, 152	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and				X		

		extraction method or other appropriate method.						
TASK NO.	**ROOM**	**TASK**	**D**	**W**	**M**	**Q**	**S**	**I**
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
37		Clean blinds to remove all dust and dirt.		2x				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		2x				
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		2x				
33		Clean and disinfect telephone.		X				
8	S. Corridor Offices 158, 168, 169, 170, 171, 172, 174, 176,187	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
37		Clean blinds to remove all dust and dirt.		2x				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		2x				
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		2x				
33		Clean and disinfect telephone.		X				
12	135 - Training Room	Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
5		Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.		2x				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		2x				
33		Clean and disinfect telephone.		X				
12	Break Rooms 133, 145, 145A	Carpet - Vacuum carpeting, rugs and other floor coverings.		3x				
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
5		Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.		3x				
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		2x				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		2x				
33		Clean and disinfect telephone.		X				
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
12	164 - Weight Room	Carpet - Vacuum carpeting, rugs and other floor coverings.		3x				
56		Wipe down exercise machines and padding		3x				
57		Wipe down mats (special cleaner).		X				
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.		3x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
12	154, 156 – Pre-briefing & Briefing Room	Carpet - Vacuum carpeting, rugs and other floor coverings.		3x				
4		Clean and disinfect floors.			X			
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		3x				
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.		3x				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		3x				
33		Clean and disinfect telephone.		X				
1	178, 179, 181, 182, 183, 184, 185 - Jail Cells	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, benches, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.		3x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		3x				
10		Ceramic Tile - Sweep and mop.		3x				
4		Clean and disinfect floors.		3x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
		Clean & Sanitize bench areas in jails	3x					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	3x					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	160, 161, 162, 163 - Locker Rooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, benches, lockers, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
10		Ceramic Tile - Sweep and mop.		X				
4		Clean and disinfect floors.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.		X				
3		Clean stall walls		X				
14	Miscellaneous	Cement - Sweep and clean walkways and stair wells.	X					
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.28		X				
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
37		Clean blinds to remove all dust and dirt.			2x			
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.	X					
16		Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.		X				
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
2	204 Firing Range	**This is a restricted area. Must ask on duty supervisor for access** Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.senior		2x				
14		Cement – Sweep		2x				
12	167 Storage/Shredder Room	**This is a restricted area. Must ask on duty supervisor for access** Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
RIVERBEND PARK
775 AIRPORT ROAD

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 6:00 A.M. and 6:00 P.M.

Total 125 sq. ft.
Concrete Floor 125 sq. ft.

Days of Service: (3) Days Mon – Wed - Fri
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
32		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach

Janitorial Services
RFP 2023-05
NOVA GYMNASIUM
440 N. NOVA ROAD

D = Daily — Once a day Monday through Friday unless otherwise specified.
W = Weekly — Must be completed by Friday of each week.
M = Monthly — Must be completed by the last Friday of the month.
Q = Quarterly — Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually — Must be completed by the fifteenth (15) day of January and July.
I = Inspection — Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 17,156 sq. ft.
Wood Floor 13,600 sq. ft.
Vinyl Floor 3,556 sq. ft.
Vinyl Floor 3,556 sq. ft.

Cleaning hours will be variable depending on activity schedule, otherwise between **11:00 P.M. and 8:30 A.M.**

Days of service **-5 days : Sun – Mon – Tues – Thurs - Fri**

Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
34	Outdoor Restroom	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4	Floors	Clean and disinfect floors.	X					
42		Vinyl - Dust mop and wet mop.	X					
43		Vinyl - Dust mop, wet mop, strip, wax and buff floor with non-slip wax.				X		
15		Floor Mats - Thoroughly clean and shake and vacuum all inside and outside floor (entry) mats. Exterior mats will be cleaned using best method and manner.	X					
9		Pick up all trash and debris off floor.	X					
18	General	Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
25		Clean and sanitize all drinking fountains.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Clean and disinfect telephone.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
67		Dust inside large garage door.					X	

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
58		Wipe down handrails.		X				
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt except in the gymnasium (basketball courts).				X		
35		Recycled Materials - Empty containers and dispose of properly.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
73		Vinyl upholstery - damp wipe as needed and clean under cushions.		X				
69	Activity Room	Dust mop wood floor and remove gum spots.	X					
70	Activity Room	Damp mop and spot treat as needed.	X					
71	Gymnasium	Dust mop wood floor with "treated dust mop", remove gum spots, and remove debris behind red mats.	X					
74	Trophy Case	Clean outside glass to remove finger prints, smudges, and streaks.		X				
76		Wood gym floor should be cleaned by a water cleaning machine to remove surface dirt and grit.				X		
54	Gymnasium	Clean bleachers of debris and wipe top and underneath.		3 X				

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
Andy Romano Beachfront Park
839 S. Atlantic Avenue

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 827 sq. ft.
Ceramic Tile Floor 827 sq. ft.

Cleaning hours between: 6:00 A.M. and 6:00 P.M.
Days of Service: (7) Days (Twice per Day March 1st thru Oct 31)
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
34	Outdoor Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2	Outdoor Trash Cans	Empty, clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is in the container.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is in the container.	X					
4		Clean and disinfect floors.	X					
9		Pick up all trash and debris off floor.	X					
10		Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, strip, wax and buff floors with non-slip wax.			X			
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
27		Storage Areas – Keep storage areas neat.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.	X					
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.		X				
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					

Inspection Comments: _____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
ENVIRONMENTAL DISCOVERY CENTER
601 DIVISION AVE.

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	1,629 sq. ft.
Vinyl	1,485 sq. ft.
Tile Floor	144 sq. ft.

Cleaning hours of service **5:00 P.M. to 7:00 a.m.**
Days of service - **5 days: Monday-Friday**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.		3X				
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.		X				
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2X				
33		Clean and disinfect telephone.	X					
9	Floors	Pick up all trash and debris off floor.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
14		Cement - Sweep and clean walkways and stair wells.		X				
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.			X			
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.		X				
27		Storage Areas - Keep storage areas neat.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.				X		
16		Upholstered furniture – Vacuum, dust and disinfect all upholstered furniture including audience seating.				X		
77	Exterior Windows	Clean exterior windows, removing all insects, handprints, debris, etc				X		

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
Nova rec. Skate Park building
400 North Nova Rd.

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	730 sq. ft.
Carpet Floor	600 sq. ft.
Tile Floor	100 sq. ft.
Concrete	30 sq. ft.

Cleaning hours of service **9:00 P.M. to 7:00 a.m.**
Days of service - **7 days**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.		3X				
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.		X				
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2X				
33		Clean and disinfect telephone.	X					
9	Floors	Pick up all trash and debris off floor.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
14		Cement - Sweep and clean walkways and stair wells.		X				
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.			X			
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
27		Storage Areas - Keep storage areas neat.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
31		Elevator - Clean inside and outside elevator doors, frame and polish all chrome.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.				X		
77	Exterior Windows	Clean exterior windows, removing all insects, handprints, debris, etc				X		

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
Airport Sports Pride Restrooms
700 Hull Rd.

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 550 sq. ft.
Concrete 550 sq. f

Cleaning hours of service 6**:00 pm. to 9:00 a.m.**
Days of service – **Seasonal: Approximately 100-125 days of service.**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39		Cement floors – sweep and wet mop. Clean off exterior walkways		3X				
9	Floors	Pick up all trash and debris off floor.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - clean to remove dust, dirt build up and foreign debris.	X					

Inspection Comments:_____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
AIRPORT SPORTS COMPLEX
700 HULL ROAD
RICK BOEHM SOFTBALL BUILDING

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

1st Floor	986 sq. ft.	Cleaning hours between **6:00 A.M. and 9:00 A.M.**
		SEASONAL - **Approximately 275-300 days of service**
Cement Floor	986 sq. ft.	Days of service: **(7) days per Week – Will vary depending on Season**
Total	1,736 sq. ft.	**Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings on second floor.	X					

Inspection Comments: _____

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Inspection Date Facility Manager's Signature

City of Ormond Beach
Janitorial Services
RFP 2023-05
Airport Sports Pop Warner Restrooms
700 Hull Rd.

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	450 sq. ft.
Concrete	450 sq. f

Cleaning hours of service 6**:00 pm. to 9:00 a.m.**
Days of service – **Seasonal: Approximately 235-250 days of service.**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39		Cement floors – sweep and wet mop. Clean off exterior walkways		3X				
9	Floors	Pick up all trash and debris off floor.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - clean to remove dust, dirt build up and foreign debris.	X					

Inspection Comments:_____

_____

_____

_____ _____

Inspection Date Facility Manager's Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Merrill Insurance Group, Inc. 1520 S Bay Street Eustis FL 32726-5555	**CONTACT NAME:** Commercial Lines Service Department **PHONE (A/C, No, Ext):** 352-589-5200 **FAX (A/C, No):** 352-589-5222 **E-MAIL ADDRESS:** clservice@merrillinsurance.com
INSURED AMERJAN-01 American Janitorial Inc. P.O. Box 2534 Umatilla FL 32784	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Burlington Insurance Company 23620 **INSURER B :** Starstone Specialty Insurance Company 25496 **INSURER C :** Associated Industries Insurance Company, Inc. 23140 **INSURER D :** Auto-Owners Insurance 18988 **INSURER E :** Southern-Owners Insurance Co 10190 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 541798279 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	807BG11910	8/9/2024	8/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CSX00045361P-02	8/9/2024	8/9/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AWC1215340	3/21/2025	3/21/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E D	Inland Marine Crime			72190194 72255078	9/7/2024 2/1/2025	9/7/2025 2/1/2026	Limit Scheduled Equipment	$100,000 See schedule/descr

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

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.
City of Ormond Beach is recognized as an additional insured with respect to the General Liability when required by written contract.

CERTIFICATE HOLDER

City of Ormond Beach
22 S Beach Street
Ormond Beach FL 32174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brett Merrill

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2025

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PRODUCER
Merrill Insurance Group, Inc.
1520 S Bay Street
Eustis FL 32726-5555

CONTACT NAME: Commercial Lines Service Department
PHONE (A/C, No, Ext): 352-589-5200 **FAX (A/C, No):** 352-589-5222
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INSURER C : Auto-Owners Insurance	18988
INSURER D : Southern-Owners Insurance Co	10190
INSURER E : Torus Specialty Insurance Co	44776
INSURER F :	

INSURED AMERJAN-01
American Janitorial Inc.
85 N Central Ave
Umatilla FL 32784

COVERAGES **CERTIFICATE NUMBER:** 2093384513 **REVISION NUMBER:**

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	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
E	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			AEXL000000567	8/9/2025	8/9/2026	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
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Updated COI will be provided 1/30 per Vendor

CERTIFICATE HOLDER
City of Ormond Beach
22 S Beach Street
Ormond Beach FL 32174

CANCELLATION
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AUTHORIZED REPRESENTATIVE
Brett Merrill

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City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	February 3, 2026	**Item No**	7.F.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Intent to Bid - Service Line Inventory		
Recommended Action	Staff intends to publicly advertise this project for competitive bidding, unless otherwise directed.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Public Works Operations Manager		

Summary

This item provides public notice of the City's intent to issue an invitation to bid for the Lead Service Line Inventory project, Bid No. 2026-14.

The project work consists of continuation of the development of the Lead Service Line Inventory under the Safe Drinking Water Act, at Title 40 Part 141.80, which requires all public water systems to prepare and maintain an inventory of their potable water service line materials.

To date, staff has created an inventory spreadsheet which documents approximately 24,200 services throughout the City's service area. The list currently, however, has 9,479 services listed with an unknown material classification. No lead service lines have been discovered within the City's service area by staff. This unknown classification is predominately due to the City's records not showcasing enough information on utility record drawings to identify the materials of these services.

In order to proceed with completion of the inventory requirements, this project intends to solicit an outside Contractor to dig up and expose 3,000 of the unknown service lines. The Contractor will be required to take photographs of the materials present on both sides of every service meter box and provide staff an updated Excel spreadsheet summarizing their findings.

This project endeavor of identifying the unknown service lines throughout the City's service area is currently slated to take place over the next 3 to 4 years and this bid is only for the first portion of the project. As a note, the City's current inventory will be updated prior to October 2026 and placed on the City's website.

Financial Impact

The engineer's estimate of probable cost for this portion of the project is $150,000. The Fiscal Year 2025-26 budget includes $200,000 for the Lead Service Line Program.

Citizen Impact

This project will continue the development of a lead service line inventory, which is required by the EPA. Developing and maintaining an inventory list aids the City with providing safe drinking water to the City's utility customers.

Attachments

1. Lead Service Line Inventory Project Manual

Lead Service Line Inventory

Bid No. 2026-14

City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS
22 South Beach Street
Ormond Beach, Florida 32174

Lead service Line Inventory
Ormond Beach, Florida

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00100	Instructions to Bidders
00300	Bid
00410	Bid Bond
	CONTRACT FORMS
00500	Form of Agreement
00610	Performance Bond
00615	Payment Bond
00670	Opinion of Attorney
	CONDITIONS OF CONTRACT
00700	General Conditions
00800	Supplementary Conditions
L.W. – 1	Lien Waiver
	TECHNICAL SPECIFICATIONS
	DIVISION 1 - GENERAL REQUIREMENTS
01010	Summary of Work
01025	Measurement and Payment
01040	Coordination
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02801	Restoration of Surface Improvements
	EXHIBITS
EXHIBIT A	List of Unknown Addresses to Field Inspect for Pipe Material
EXHIBIT B	Standard Construction Details: W-3
EXHIBIT C	Potable Water Meter Box Spec Sheet

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the Lead Service Line Inventory**, Bid No. 2026-14** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **March 10, 2026 at 2:00pm**, 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: Development of the Lead Service Line Inventory under the Safe Drinking Water Act, at Title 40 Part 141.80, that require all community and non-transient, non-community public water systems to prepare and maintain an inventory of potable water service line materials, the Lead Service Line Inventory (LSLI), for the purpose of identifying any lead service lines (LSLs)within the system. To maintain compliance with EPA requirements for the City's Lead Service Line Inventory, the Contractor will conduct field inspections on two-points of every unknown service line, and update and submit a completed inventory spreadsheet with photos, as specified in the project manual. 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 **February 19, 2026 at 2:00pm**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **February 26, 2026** at 5:00pm.

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 SECTION

SECTION 00300
BID

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: **Lead Service Line Inventory**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2026-14

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:

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

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

(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 Number	Item Description	Estimated Quantity	Item Units	Unit Price	Item Price
1	Field Inspections	3,000	EA	$	$
2	Data Processing	1	LS	$	$
3	Mobilization/Demobilization	1	LS	$	$

TOTAL BID $_____
(Figures)

_____
(Words)

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 **240** calendar days after the date when the Contract Time commences to run, and completed within **300** 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 recognizes the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars ($ 500.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

(a) Required Bid Security in the form of

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

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

(b) Equipment, Material, and Subcontractors List

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

(d) Drug Free Workplace Certificate

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

(f) 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
(i) Human Trafficking Affidavit, Section 787.06, Florida Statutes

(j) Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crime

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)

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

doing business as _____

Business address: _____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

_____

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.: _____

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.)

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:

Item	Supplier

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

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: _____

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:

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

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

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

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
   (1) A physical business and location address;
   (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
   (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
   (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
   (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
c. Payment of business tax and real property tax due to the City of Ormond Beach is current
d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an <u>eligible</u> 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: _____

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

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: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF _____

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-One years old. I am the _____ of _____, a
   (Title) **(Business Name)**
   non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Date: _____, 20___ Signature: _____

Print Name: _____

Title: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20_____, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

   By _____

   (print this individual's name and title)

   for _____
   (print name of entity submitting statements)

   whose business address is _____

   and if applicable whose Federal Employer Identification Number (FEIN) is _____

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(Signature)

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20_____, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.
END OF BID

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 **LEAD SERVICE LINE INVENTORY (BID No. 2026-14)** 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

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_____, 2026.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

SCOPE OF WORK:

GENERAL
The initial inventory that identifies all of our potable water service lines either as non-lead, lead, galvanized required replacing (GRR), or unknown has been submitted to the FDEP and County Health department. The purpose of this agreement is to complete the "Baseline Inventory" by conducting two of the LSLI requirements: field inspections on two-points of every unknown service line / update and submit a completed inventory spreadsheet to the Owner. The field inspections will include uncovering, documenting, and photographing the designated service lines at the meter box on both the Utility's side of the meter and the Customer's side of the meter. If the service lines on either the Utility's side or the Customer's side cannot be observed within the meter box, the Contractor will uncover the line directly next to the meter box with as little disturbance to property as possible. For metal, silver service lines, the type of material will be confirmed with a magnet and/or by scratching the line and properly documented. Where there is more than one service line for the same meter, the Contractor or Business will uncover and photograph all service lines. The field inspection will identify and record all necessary information required by the Federal Lead Service Line Inventory (LSLI) guidelines. For all service lines that were recorded and labeled as "unknown" under the material documentation, an excel spreadsheet will be submitted by the contractor to the Owner with the following information for each service line:

- Service Line address and ID number (if the Utility has ID numbers)
- Service Line size on both Utility Side and Customer side
- Date of verification
- Whether the service location is a daycare, school, or multifamily home
- Material of Utility service line
- Material of Customer service line
- Observed presence of any lead connectors, lead in the solder of the service line, or other fittings and equipment that contains lead connected to the service line
- Building type connected to the service line (e.g., Single Family Residence, Commercial Building, etc.)
- A picture of both the Utility service line and Customer service line for each address with the address identified on each picture – submitted on a flash drive
- Confirmation of a residential dual check valve attached to the outgoing side of the yoke bar assembly

Contractor Responsibility

- During the excavation and exposure of the service line, any damages or leaks created to the potable water system, including meter boxes, is the responsibility of the contractor to inform the Project Manager/Engineer Inspector at the time of the incident and make all necessary repairs, replacements, and restoration. Repairs must take place immediately, unless directed otherwise by City personnel, to restore the utility back to normal operating conditions. All parts used for repairs and replacements must be approved by the City's standard construction details and/or Water Distribution Supervisor (Reference Exhibit B).
- Any leaks found during excavation must be reported to Project Manager/Engineering Inspector immediately and no further work may be performed until approved by City personnel.
- Any damages to existing utilities or surrounding area during excavation of the service line is the responsibility of the contractor to report, repair, replace, and coordinate its restoration with the proper utility owner.
- Locating the meter and service line, excavation, and/or ground penetrating radar (GPR) if necessary, maintenance of traffic (MOT), and any County or FDOT permitting. Any meter boxes that are unable to locate must contact Project Manager/Engineering Inspector.
- Any lead service lines that are found within the system, the contractor must notify the Project Manager/Engineering Inspector immediately.
- Document the findings on the orange door hanger, provided by the City, and place at the front door of the residents.

LEAD SERVICE LINE INVENTORY
and **BID No. 2026-14**

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 240 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 300 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 Five Hundred Dollars ($500.00) 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. Inthe 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 6, 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:

LEAD SERVICE LINE INVENTORY

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of N/A sheets numbered 1 through ___ inclusive and bearing the following general title:

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

By _____

Jason Leslie
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

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:

LEAD SERVICE LINE INVENTORY

Bid No. 2026-14

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

_____
(Address)

_____
Attorney-In-Fact

_____
(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:

LEAD SERVICE LINE INVENTORY

BID No. 2026-14

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

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(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 condition's 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 assumes 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 thatpresent 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 of 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, expediters, 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 unfiled 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 unfiled.

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 severely 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

(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 claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

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

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form 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: **Lead Service Line Inventory**
Bid No. 2026-14

Development of the Lead Service Line Inventory under the Safe Drinking Water Act, at Title 40 Part 141.80, that require all community and non-transient, non-community public water systems to prepare and maintain an inventory of potable water service line materials, the Lead Service Line Inventory (LSLI), for the purpose of identifying any lead service lines (LSLs)within the system. To maintain compliance with EPA requirements for the City's Lead Service Line Inventory, the Contractor will conduct field inspections on two-points of every unknown service line, and update and submit a completed inventory spreadsheet with photos, as specified in the project manual.

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 affected 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:

Agency:	Contact phone number:
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

Initial design of excel spreadsheet including all the necessary fields, mentioned in Section 00500 Form of Agreement and **Bid Item No. 2**, must obtain formal approval from Owner/Engineer prior to commencement of any field inspections.

3.01 BID ITEMS

Bid Item No. 1 Field Inspections

Measurement. The quantity for payment shall be for each field inspection.

Payment. Payment shall be made at the Contract unit price per each and shall be full compensation for furnishing all parts, labor, materials, and equipment necessary to provide the required visual documentation needed to identify the pipe material on potable water service line. This bid item also includes the cost for restoration to the excavated area nd the hanging of the City supplied door tag to each property owner.

Bid Item No. 2 **Data Processing**

Measurement. The quantity for payment shall be lump sum to gather, document, and process all necessary information.

Payment. Payment shall be made at the Contract lump sum and shall be full compensation for furnishing all parts, labor, materials, and equipment necessary to create the Lead Service Line Inventory Excel Spreadsheet.

Bid Item No. 3 **Mobilization/Demobilization**

Definition. Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site.

Payment. Partial payments for this item will be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
Contract Approval	25
10	50
25	75
50	100

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after successful completion of the work and demobilization.

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

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled monthly 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

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

Progress Schedules and Reports
Product Data
Shop Drawings
Manufacturer's Data
Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include sub schedules of related activities which are essential to its progress.

The Contractor shall design a route and schedule based on the addresses provided by Owner. The baseline route and schedule must receive formal approval from the Owner/Engineer prior to the start of any field inspections.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to

define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

> Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.
>
> Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.
>
> Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be

complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

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

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-along 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 roll off 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 01600
MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturer’s instructions and specified requirements. Should job conditions or specified requirements conflict with manufacturer’s instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless-steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items 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 items shall be stored above the ground on blocking or skids. Items 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 items 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 items 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 protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:

1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;

2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or

3. the material proposed for substitution is in every way equal to that of the listed supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the

Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.

B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.

C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:

1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.

2. The proposed coating system shall use coatings of the same generic type.

3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.

4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

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 inspect 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 inspect 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 reinspection 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. LEAD SERVICE LINE INVENTORY and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

(Not Applicable)

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.
The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
   Previous Change Orders
   Deductions for uncorrected work
   Deductions for liquidated damages
   Deductions for reinspection payments
   Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

Fully executed Excel Spreadsheet with flash drive of pictures identifying the pipe material on both Utility side and Customer side and address associated with service line.

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 02100
CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work consists of clearing and grubbing, within the limits of construction shown on the drawings. Included is the removal and disposal of all trees, stumps, roots and other such protruding objects necessary to prepare the area for the proposed construction and landscaping.

1.02 PROTECTION OF PROPERTY REMAINING IN PLACE

A. Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, and similar items are to be carefully protected from injury and are not to be displaced. Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.

B. Protection of Existing Trees and Vegetation:

1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip lines, excess foot or vehicular traffic, or parking of vehicles within drip line.

2. When ground is to be excavated under the drip line of any existing protected tree (as defined in the City of Ormond Beach Land Development Code), roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and dieback. The depth of the pruning shall be equal to the depth of the excavation. The location of root pruning shall be marked with two (2)-inch by four (4)-inch fencing. The City of Ormond Beach Parks Department shall supervise all root pruning activities.

3. Provide temporary guards to protect trees and vegetation to be left standing.

4. Contractor shall water trees and other vegetation remaining within the limits of the Contract work as required to maintain their health during the course of construction operations.

5. Provide protection for roots over 1/2-inch diameter cut during construction operations. Coat the cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

6. Repair or replace trees and vegetation damaged by construction operations, in a manner acceptable to the Engineer. Repair tree damage with the services of a qualified tree surgeon.

7. Replace trees which cannot be repaired and restored to full-growth status, as determined by the tree surgeon.

C. Improvements on Adjoining Property:

1. Authority for performing removal and alteration work on property adjoining the Owner's property will be obtained by the Owner prior to award of Contract.

D. Salvageable Improvements:

1. Carefully remove items indicated to be salvaged, and store on the Owner's premises where indicated, unless otherwise directed.

1.03 OWNERSHIP OF MATERIALS

A. Except as may be otherwise called for on the drawings or elsewhere in the specifications, all materials removed by the Contractor shall become the property of the Contractor and shall be disposed of in a lawful manner.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 STANDARD CLEARING AND GRUBBING

A. Standard clearing and grubbing shall consist of the complete removal and disposal of all timber, brush, stumps, roots, rubbish and debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and of all other obstructions necessary to be removed and for which the removal is not specified to be done under other items of the contract, including pipes and demolition.

B. Unless otherwise shown on the drawings, standard clearing and grubbing shall be done within the following areas:

1. All areas where retention areas will be modified or constructed.

2. Any other areas specifically called for on the drawings to have standard clearing and grubbing.

C. In all areas where excavation is to be done, roots and other debris shall be removed to a depth of at least one-foot below the finished ground surface. The surface shall then be plowed to a depth of at least 6-inches and all roots thereby exposed shall be removed to a depth of at least one-foot. All stumps within the area of standard clearing and grubbing shall be completely removed and disposed of by the Contractor.

D. Where excavation is done within the standard clearing and grubbing area and where excavation for structures is done, all roots and similar items, protruding through or appearing on the surface of the completed excavation shall be removed to a depth of at least one-foot below the excavation surface.

E. Within all other areas where standard clearing and grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one-foot below the surface, but no plowing and harrowing will be required in these areas.

F. As an exception to the above provisions where so directed by the Engineer, desirable trees within the clearing and grubbing area shall be trimmed, protected and left standing. Trees shown on the drawings to be relocated shall be relocated to a location identified by the Engineer.

G. Any boulders encountered in the site excavation or found on the surface of the ground, shall be removed and placed in neat piles at a location approved by the Engineer.

H. For pipeline construction the Contractor shall only remove trees, shrubs and grass which interfere with the construction. All other vegetation shall be protected, preserved and/or replaced.

3.02 DISPOSAL OF MATERIALS

A. General Disposal:

1. Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the Contractor in locations and by methods approved by the Engineer.

2. In some instances, materials may be disposed of on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

B. Burning Debris:

1. In some instances, burning may be permitted on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

2. Where burning of such material is permitted all such burning shall be subject to applicable laws, ordinances and regulations and shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed.

3. Where burning is prohibited by law, ordinance, or regulation, the Contractor shall dispose of the materials within areas provided by him and approved by the Engineer.

C. Disposal in areas Adjacent to Project:

1. Materials may be disposed of on private property, provided the Engineer is furnished with a written statement from the owner of the property giving permission for the disposal of the materials on his property. All disposal areas for materials resulting from clearing and grubbing, both on private property and on property owned by the Contractor, shall be in areas out of sight of the project and at least 300 feet from the nearest right-of-way line of the project, unless such materials are buried, in which case the requirement that the areas be 300 feet distant will be waived.

END OF SECTION

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of trenching, backfilling and compacting is shown on the drawings.

B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

A. General:

1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary 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. Rock:

1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth

specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.

a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.

b. Gravel or crushed lime rock, compacted in the trench and paid for under the appropriate item.

c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.

2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.

2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.

3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.

4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheeting and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheeting or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheeting shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed lime rock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the

possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.

2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.

3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

A. Roadways, including shoulders, alleys and driveways of shell, lime rock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with lime rock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in “Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and bur lapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer.
Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a lime rock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	February 3, 2026	**Item No**	7.G.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	RFP - Employee Benefits Broker of Record Services		
Recommended Action	This agenda item serves as public notice of staff's intent to issue the Request for Proposals.		
Strategic Goal	Governance - Other		
Department Staff Contact	Human Resources Claire Whitley, Assistant City Manager		

Summary

The City utilizes a broker of record to administer and manage employee benefit plans provided by the City to eligible employees and their families. The broker provides critical services such as marketing, plan design, rate negotiations, claims administration, billing dispute resolution, member support services, annual enrollment, and regulatory compliance and reporting.

The attached RFP has been prepared in support of the City's goal to procure the highest quality services at the most competitive rates. If approved, the RFP will be advertised for 30 days, with a due date of 1:00 PM on March 10, 2026. Qualified proposals will be presented by submitting firms at a workshop on March 24, 2026, with final contract award at a subsequent City Commission meeting.

Financial Impact

None at this time.

Citizen Impact

Administering a quality benefits package to City employees contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for the successful delivery of services to its residents.

Attachments

1. RFP 2026-20 Employee Benefits Broker of Record final

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 610-0470

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Employee Benefits Broker of Record

RFP NUMBER:**2026-20**

RFP OPENING DATE & TIME: March 10, 2026 @ 1:00 PM

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

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____
PHONE NUMBER: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

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

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

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

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

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

PROCUREMENT COMMUNICATION PROTOCOL: To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or person 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.

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

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

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

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

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

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

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

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

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

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

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

TERMINATION OF AGREEMENT:

A. The City Manager shall have the right to terminate the Agreement for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
B. The City Manager shall have the right to terminate this Agreement for the City's convenience if she determines in her sole discretion that it is in the best interests of the City. In that event,

the City shall only be obligated to Contractor to pay for any unpaid work already satisfactorily performed prior to the notice of termination.

C. This Agreement may not be terminated by the Contractor.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)610-0400
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach, located in Volusia County, Florida, is comprised of approximately 33 square miles, with a population of 43,000 and 349 full-time employees. The city is seeking proposals from qualified firms to provide employee benefits broker of record services for all employee health, dental, vision, life, disability, and other related employee benefit programs.

All full-time employees are eligible to enroll in the city's medical, dental, and vision plans. The city pays 100% of the premium for employee coverage, and employees may enroll dependents and pay the associated premium. Qualified retirees and their dependents are also eligible to remain on the city's medical, dental, and vision plans at full cost to the retiree, as are terminated employees enrolled in COBRA coverage. In total, there are currently 362 individuals enrolled in the city's health insurance plan, 431 enrolled in dental, and 432 enrolled in vision. The city also provides life and AD&D insurance and long-term disability coverage for employees at the city's expense. Employees may elect and purchase additional life insurance, short term disability, and a variety of other supplemental coverages.

II. SCOPE OF SERVICES

The selected firm must be able to provide the following tasks and services, however, this is not intended to be an exhaustive list:

1. Conduct an annual bidding process, carrier negotiations, and employee benefit plan selection in coordination with City leadership and established goals and objectives, including providing high quality health care, remaining fiscally responsible, minimizing provider disruption, improving employee health outcomes, and delivering excellent customer service.
2. Compile and present plan utilization data to the city on a quarterly basis with appropriate analysis, recommendations, and forecasting.
3. Leverage relationships with carriers to effectively and satisfactorily resolve member issues; communicating directly with members and carriers throughout process with little assistance from City staff.
4. Handle all claim inquiries, billing issues, complaints, and all other benefit related issues on behalf of the city with a high level of customer service and efficiency. Identify dedicated staff, with sufficient experience and knowledge, responsible for resolving both routine and complex issues on a daily basis.
5. Assign a primary contact who will be reasonably available for meetings and calls, present at City Commission meetings and workshops as needed, and responsive to inquiries the same day, including holidays and weekends.
6. Coordinate all aspects of the City's annual personal health assessment and health fair for employees to include testing (including weight, BMI, blood pressure, cholesterol, and various other biometric and lifestyle risk factors), producing individual and group reports and analysis, individual employee coaching services, and representation from other benefit programs and educational resources.
7. Collect and provide employee benefit coverage and cost benchmarking data relative to other municipalities in the area.

8. Provide information on health care trends and updates on relevant regulatory changes to ensure compliance.
9. Provide Consolidated Omnibus Budget Reconciliation Act (COBRA) administrative services in compliance with federal and state regulations, at no additional cost to the city.
10. Provide professional advice and guidance to ensure continued compliance with the Affordable Care Act (ACA), Health Insurance Portability and Accountability Act (HIPPA), Internal Revenue Service (IRS), and other state and federally mandated benefits and regulations.
11. Continue existing coverage and strategic initiatives with current provider network and level of benefits to avoid disruption in employee healthcare treatments, to the extent possible under financial and regulatory constraints. Provide cost and disruption analysis for any proposed renewal plan change.
12. Design customized wellness incentives based on claims utilization data and best practices, and provide follow up metrics, analysis, and recommendations to encourage positive health outcomes.
13. Conduct all aspects of annual open enrollment, to include collating employee benefit enrollment packages, conducting in-person presentations for staff, and processing individual enrollments at various city facilities for a period of two weeks each year.
14. Provide and manage employee benefits enrollment platform and HSA/FSA banking relationship to facilitate benefits administration efforts, at no cost to the city and preferably utilizing current vendors to avoid disruption.
15. Create electronic and printable annual benefit summaries utilizing the city's current design standards, as well as other documents as requested.
16. Facilitate quarterly in person meetings between insurance carrier's Chief Medical Officer, pharmacy manager, and other key personnel, and City leadership staff; prepare agendas and objectives for each meeting to review claims data, resolve case management issues, and identify opportunities for improvement; and memorialize and follow up on agreed upon action points.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two (2) additional one-year periods thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

1. Have at least five (5) years of experience providing similar employee benefits broker services to municipalities of similar size, in the state of Florida, with a similar scope of services as identified above.
2. Be licensed to transact insurance brokerage business in the state of Florida.
3. Demonstrate the broker has successfully provided employee benefits broker services to at least three other municipalities, in the state of Florida, with a similar scope of services as identified above.

4. Services must have been provided in the past five years prior to the issuance of this RFP.
5. Demonstrated ability and success in design and implementation of a high deductible health care plan (HDHP).
6. Demonstrated ability and success implementing various strategies to maintain high quality and cost-effective coverage.
7. Demonstrated experience working with major carriers in the market, in the state of Florida.
8. The client executive assigned to the account must have a minimum of ten years of experience providing employee benefits broker of record services to municipalities of similar size, in the state of Florida, with a similar scope of service, and must be capable of speaking and making decisions on behalf of the firm. Additional support staff assigned to the city must have a minimum of five years of experience supporting municipalities in benefits administration.

V. PROPOSAL PROCESS

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

A. Background of firm:

Describe the firm's experience working with Florida municipalities of similar size, in the State of Florida. Provide specific examples of implementing health care plan design strategies resulting in cost savings and improved health care outcomes. Describe plan features and how they supported the goals identified by the client. Include both financial and claims metrics to illustrate results over multiple years.

Provide a list of all public employee benefit clients for the past three years. Provide contact information for at least three employee benefit municipal clients.

Provide examples of informational literature, power points, enrollment and plan summaries, or other client materials the firm created for municipal clients with similar employee benefit programs.

Provide resumes for the firm owners, key management personnel, and dedicated account team including account executive, client representatives, and any other administrative support personnel interacting with the city.

Identify years of experience for each team member, as required in the minimum qualifications, listing only those years providing employee benefits broker of record services to municipalities of similar size, in the state of Florida, with a similar scope of service.

Provide an organizational chart showing reporting structures for all key staff and dedicated team members.

Include three professional references for the individual designated to serve as the city's primary point of contact.

B. Fees: Provide the firm's fee structure.

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VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-610-0470, or by e-mail at: procurement@ormondbeach.org.

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

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

Deadline for Submission: To be considered, proposals must be received no later than 1:00 p.m., March 10, 2026.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries until February 27, 2026 at 4:00 PM. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Purchasing Coordinator
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 610-0470
procurement@ormondbeach.org

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

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

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

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

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

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

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The staff evaluation committee will review proposals to ensure they meet the minimum requirements set forth in the RFP. Those meeting the minimum requirements will be provided to the City Commission for further review and final selection. An evaluation meeting is scheduled for March 12, 2026 at 2:00 PM to review the proposals in the Training Room (breezeway) at City Hall.

The City reserves the following rights:

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

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

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

Evaluation Criteria:

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

Background/experience of the firm and fee structure as described in the Proposal Process.

EXHIBIT A

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

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:
Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official at 386-610-0540 or btonline@ormondbeach.org You can apply online here: https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 contractorlicensing@volusia.org

https://connectlivepermits.org/citizenportal/app/landing

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 610-0540 or btonline@ormondbeach.org

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within

five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

3. Loss Control/Safety

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

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

4. Service Bond

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

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

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

(d) Excess Liability

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

(e) Builder’s Risk

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

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

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended

beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide",

published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
Request for Proposals (RFP)
Employee Benefits Broker of Record
(RFP No. 2026-20)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

City of Ormond Beach
Request for Proposals (RFP)
Employee Benefits Broker of Record
(RFP No. 2026-20)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

_____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____
(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby
(Original signature required in each document)

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

SIGNER'S NAME (PRINT OR TYPE)

_____

TITLE

_____

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

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

Company Name

Authorized Signature

Print Name

Title

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

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

1. Affiant is the _____ of _____
   (Title) (Business Name)
   which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this_____ day of_____,20_____, by_____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)

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

My commission expires: _____

This document must be completed and returned with your Submittal

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of_____, a non- governmental entity which does
   (Title) **(Business Name)**
   business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20___

Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [__] physical presence or [__] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____

Notary Public, State of _____
Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

   By _____

   (print this individual's name and title)

   for _____
   (print name of entity submitting statements)

   whose business address is _____

   and if applicable whose Federal Employer Identification Number (FEIN) is _____

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

County of _____

STATE OF _____

Sworn and subscribed before me this _____ day of _____, 20__ by

_____ who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)

_____
(Signature) Notary Public—State of Florida

_____
(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	February 3, 2026	**Item No**	8.A.
Section	PUBLIC HEARINGS	**Category**	Public Hearing - Ordinances
Subject	Tomoka Commerce Park, Planned Business Development Amendment, Issuance of a Development Order (Second Reading)		
Recommended Action	The Planning Board recommended **APPROVAL** of a Planned Business Development for the issuance of a development order for the development of 12.48 acres for a 4 lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park, located at 890 North U.S. Hwy 1. The master development plan proposes 11 buildings, approximately 110,270 square feet		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an application submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park.

The property is located at 890 North U.S. Highway 1. The master development plan proposes 11 buildings, totaling approximately 110,270 square feet. The property had previous approvals in 1999 and 2007. The property has a preliminary plat for a four-lot subdivision that includes tree removal, site engineering, utilities, and site access approved by the Site Plan Review Committee on November 19, 2025, subject to the resolution of outstanding comments.

The project conducted a neighborhood meeting on November 12, 2025 with key items discussed being (1) traffic, (2) endangered species, (3) loss of green space, (4) flooding, (5) uses, (6) zoning, (7) needs assessment, (8) abutting “Goldy” property, and (9) rear of the property.

The Planning Board reviewed the project at the December 11, 2025, Planning Board meeting. Key public comments included:

1. Flooding within the city.
2. Impacts to on-site wetlands.
3. Too many storage units and warehouses.
4. Lack of preservation of natural systems.

Planning Board members stated:

1. The project is consistent with zoning uses and the commercial character of the US 1 corridor.
2. Project stormwater has been reviewed by Professional Engineers and has been approved by the St. Johns River Water Management District. Many properties with Ormond Beach were developed without provisions for stormwater.
3. Impacted wetlands are isolated and would not impact flooding.
4. Appropriate project along U.S. Highway 1 and abutting the railroad.
5. B-8 zoning uses could be more intensive and would be approved by the Site Plan Review Committee.

The Planning Board recommended approval of the Planned Business Development, Issuance of the Development Order with a unanimous (6-0) vote.

Financial Impact

None

Citizen Impact

Public comments have been provided at the neighborhood meeting and the Planning Board meeting. Concerns include project uses, citywide flooding, and wetland impacts.

Attachments

1. 26 - 01 Planning - Tomoka Commerce Park PBD Ordinance
2. Planning, Tomoka Commerce Park Development Order (P25-0188G)
3. Exhibit A, Tomoka Commerce Park Legal Description
4. Exhibit B, SPRC Comments
5. Exhibit C, Conditions,
6. Exhibit D, Site Plans
7. 12.11.2025 TCP DO PB Staff Report (8.5X11)
8. DRAFT 12.11.25 Planning Board Minutes - Tomoka Commerce Park
9. Ordinance BIE, LDC Amendment, TCP DO

ORDINANCE NO. 2026-01

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 890 NORTH U.S. HIGHWAY 1, TO BE KNOWN AS THE "TOMOKA COMMERCE PARK"; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY FOR A MIXTURE OF COMMERCIAL, WAREHOUSE, AND LIGHT INDUSTRIAL USES; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, 890 North U.S. Highway 1, LLC, a Florida limited liability company, ("Applicant"), is the owner of real property ("Property Owner") located at 890 North U.S. Highway 1 (Volusia County parcel number 3242-00-00-0280), more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the Applicant has initiated this Ordinance for the issuance of a Development Order for a Planned Business Development for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park consisting of eleven (11) buildings, totaling approximately 110,270 square feet and associated site improvements under certain conditions on the Property, consisting of approximately 12.48 acres, to be known as "Tomoka Commerce Park" as described and depicted in the Planned Business Development (PBD) Development Order attached hereto and incorporated herein; and

WHEREAS, on October 19, 1999, with Resolution 99-180, the City Commission

authorized a Planned Business Development overlay consisting of seven (7) separate buildings totaling 103,200 square feet, which has expired; and

WHEREAS, on February 20, 2007, with Ordinance 2007-04, the City Commission authorized a zoning map amendment from B-8, Commercial, to Planned Business Development and the issuance of a development order for the Root Commerce Park consisting of five office/warehouse buildings, totaling 99,000 square feet, which development order has expired; and

WHEREAS, on November 19, 2025, the Site Plan Review Committee approved the Tomoka Commerce Park Preliminary Plat, including tree removal, a four-lot plat, grading and filling, and utility construction, subject to the resolution of outstanding Site Plan Review Committee comments; and

WHEREAS, the Planning Board held a public hearing on December 11, 2025, in accordance with Section 1-15(c)(5) of the *Land Development Code,* and has recommended approval of the proposed Development Order for the project; and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes,* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations, and individuals, as received, and

(4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;

(6) Ingress and egress to the property and traffic patterns

are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors;

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

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

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Applicant for the issuance of a Planned Business Development (PBD) Development Order for the "Tomoka Commerce Park" project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the "Tomoka Commerce Park" Planned Business Development for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park consisting of eleven (11) buildings, totaling approximately 110,270 square feet and associated site improvements under certain conditions on the Property, consisting of approximately 12.48 acres.

SECTION THREE. The Applicant, including the Applicant's successor and assign, shall at all times fully comply with the terms and conditions of the PBD Development Order.

SECTION FOUR. This Ordinance shall take effect immediately upon its adoption. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission this 20th day of January 2026.

PASSED UPON at the second and final reading of the City Commission this 3rd day of February 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	890 North US Highway 1, LLC, a Florida limited liability company
	Application No.	2025-165
	Project Name:	Tomoka Commerce Park
	Property Address:	890 North U.S. Highway 1
	Parcel ID No.:	3242-00-00-0280

PLANNED BUSINESS DEVELOPMENT (PBD) DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on January 20, 2026 and February 3, 2026, and the City Commission having considered those items as required by 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;

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 890 North US Highway 1, LLC, a Florida limited liability company, the owner of real property ("Property Owner") located at 890 North U.S. Highway 1 (Volusia County parcel number 3242-00-00-0280), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), for a Development Order for a Planned Business Development to be known as "Tomoka Commerce Park" to allow for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park consisting of eleven (11) buildings, totaling approximately 110,270 square feet and associated site improvements under certain conditions on the Property, consisting of approximately 12.48 acres on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, Planned Business Development, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. The outstanding comments from the Site Plan Review Committee attached in Exhibit "B" shall be satisfied;

3. Full and complete compliance with the Planned Business Development Conditions described in Exhibit "C";

4. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "D";

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit "D".

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Business Development Order approved for this development project, and of the *Land Development Code*.

E. If the final plan approval lapses under the provisions of Section 1-14(3)(b) of the *Land Development Code* before the planned development permit can be established, a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Business Development Order is abandoned for a period of two (2) years any permit issued hereunder and this Planned Business Development Order shall automatically become void and a Notice of Final Plan Revocation shall be filed under the provisions of Section 1-14(3)(b) of the *Land Development Code,* and a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. In the event a building permit has not been issued within thirty-six (36) months, which date shall be February 3, 2029, then this Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(3)(b), of the *Land Development Code.* If a building or site engineering permit is issued on or before February 3, 2029 the project shall be vested.

I. This Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the 890 North US Highway 1, LLC, a Florida limited liability company, and shall be binding upon 890 North US Highway 1, LLC, a Florida limited

liability company, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 3rd day of February 2026.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
JASON LESLIE
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

LEGAL DESCRIPTION

From J.J. Matejka & Associates, Inc. Survey
890 North U.S. Highway 1, Parcel ID: 3242-00-00-0280

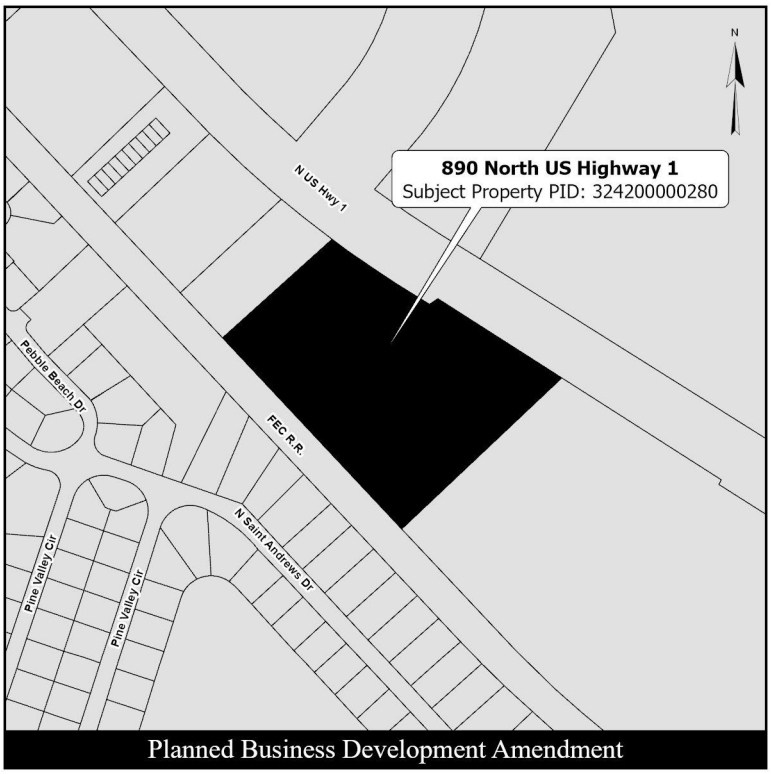
PLAT OF BOUNDARY SURVEY OF:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST DESCRIBED AS:

BEGINNING AT THE ORIGINAL SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF TOMOKA RIVER AS A POINT OF REFERENCE AND RUNNING THENCE SOUTH 80°30'53" EAST A DISTANCE OF 506.99 FEET TO THE POINT WHERE THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 4 INTERSECTS THE SOUTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE SOUTH 43°01' EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 4 A DISTANCE OF 728.75 FEET TO THE POINT OF A CURVE OF 1°28'36" CURVED TO THE LEFT; THENCE CONTINUING SOUTHEASTERLY ALONG THE SAID RIGHT OF WAY LINE ON A 1°28'36" CURVE TO THE LEFT A DISTANCE OF 674.68 FEET TO THE POINT OF BEGINNING; CONTINUING THENCE ALONG SAID CURVE 343.37 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE 58°3' EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 54 FEET; THENCE NORTH 31°57' EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 10 FEET TO A POINT WHICH IS 50 FEET SOUTHWESTERLY FROM THE CENTER LINE OF SAID STATE ROAD NO. 4; THENCE SOUTH 58°3' EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 450 FEET TO A POINT; SAID POINT BEING 50 FEET FROM WHEN MEASURED AT RIGHT ANGLES, STATION 535 ON THE CENTER LINE OF SAID HIGHWAY; THENCE SOUTH 31°57' WEST A DISTANCE OF 719.03 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY BOUNDARY OF THE FLORIDA EAST COAST RAILWAY; THENCE NORTH 43°2' WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY BOUNDARY TO A POINT WHICH IS 480.33 FEET FROM THE POINT OF BEGINNING AS MEASURED AT AN ANGLE OF SOUTH 46°59' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 46°59' EAST 480.33 FEET TO THE POINT OF BEGINNING.

Legal Description taken from Official Records Book 8160, page 1703.

Map of Area



PARCEL IDS:	3242-00-00-0280
OWNER:	890 NORTH US HIGHWAY 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY
APPLICANT:	890 NORTH US HIGHWAY 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY
PBD AMENDMENT ADDRESS:	890 NORTH U.S. HIGHWAY 1, ORMOND BEACH, FLORIDA 32174

PLAN CORRECTIONS REPORT (PZ-2025-000165) DO

Cara Culliver	Show the location of the historic tree, label tree size & type - The area of this tree is 72' foot diameter, show the canopy & provide 36' radius label.	05/30/2025 12:55 pm	#01 - Site Plan - 05-09-2025.pdf	15
Cara Culliver	Provide a Tree Protection/Removal Plan for Entire Development	05/30/2025 12:56 pm	#01 - Site Plan - 05-09-2025.pdf	1
Cara Culliver	- Provide existing tree legend to identify tree type.	05/30/2025 12:57 pm	#01 - Site Plan - 05-09-2025.pdf	4
Cara Culliver	- Provide existing tree legend to identify tree type.	05/30/2025 12:58 pm	#01 - Site Plan - 05-09-2025.pdf	15
Cara Culliver	- Show & label all required landscape buffers on the plat.	05/30/2025 1:07 pm	#01 - Site Plan - 05-09-2025.pdf	6
Cara Culliver	Size not shown for lateral or sleeve	05/30/2025 1:12 pm	#01 - Site Plan - 05-09-2025.pdf	18
Cara Culliver	Tree Barricade to be placed at the dripline	05/30/2025 3:40 pm	#01 - Site Plan - 05-09-2025.pdf	10

eReview Session for PZ Full Review v.2

FILES: #00 - Transmittal Letter.pdf
#01 - PDB Exhibit - 08-22-2025.pdf
#02 - Architects Memo with Color Elevations.pdf
#03 - Site Plan Rendering - 08-22-2025.pdf
#04 - Lighting Plan - 08-18-2025.pdf
#05 - Photometric Plan - 08-18-2025.pdf
#06 - Wetland Mitigation Environmental Report.pdf
#07 - SJRWMD ERP Permit.pdf
#08 - SJRWMD Technical Staff Report.pdf
#09 - Auto Turn Analysis - 08-14-2025.pdf
#10 - Proposed Permitted Uses.pdf
#11 - Project Description.pdf
#12 - Waiver and Benefit Letter.pdf
#13 - Draft DCCR of Tomoka Commerce Park POA, Inc..pdf
#14 - Draft Articles of Incorporation of Tomoka Commerce Park POA, Inc..pdf
#15 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Steven Spraker	Planning: Please provide the total height of the light fixture. Per Section 3-68(9)(b)(1) of the Land Development Code, poles and fixtures shall not exceed twenty feet (20') in height above grade.	09/07/2025 8:55 am	#04 - Lighting Plan - 08-18-2025.pdf	1
Steven Spraker	Planning: Section 3-04(a)(3)(a) of the Land Development Code states, "A minimum of fifteen percent (15%) of the total gross area of the site shall be designated for the protection of trees. The area designated for the preservation of protected and specimen trees may be used to satisfy this requirement. The required 15% preservation is 1.872 acres. The site provides 20% and this should be added as a public benefit.	09/07/2025 9:03 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	15%	09/07/2025 9:05 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	12.483 acres X .15% = 1.872 acres	09/07/2025 9:05 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning - Note: neighborhood meeting is required.	09/07/2025 9:09 am	#00 - Transmittal Letter.pdf	6
Steven Spraker	Planning - Note: Traffic Impact Analysis is required.	09/07/2025 9:09 am	#00 - Transmittal Letter.pdf	6
Steven Spraker	Planning - Note: Applicant required to post the property for the Planning Board meeting.	09/07/2025 9:11 am	#00 - Transmittal Letter.pdf	6
Steven Spraker	Planning - Note: GIS staff will work to develop an address plan for review and comments.	09/07/2025 10:09 am	#00 - Transmittal Letter.pdf	5
Steven Spraker	Please see staff recommendations on allowed uses within the attachments folder. The use of allowed uses will be included in the special conditions exhibit in the development order for the project.	09/07/2025 10:13 am	#10 - Proposed Permitted Uses.pdf	1

PLAN CORRECTIONS REPORT (PZ-2025-000165) DO

Steven Spraker	Planning note: Per Section 4-05 of the Land Development Code: Applicants shall respond to SPRC written comments within one hundred eighty (180)calendar days of the issuance date or the project shall be considered withdrawn. All projects that do not respond within the allotted time shall be required to submit a new application and SPRC review fees. Applicants may request a maximum of two (2)ninety (90)-calendar day extensions with a written request to the planning director detailing the reason for the delay in responding to the SPRC comments.	09/07/2025	10:17 am	#00 - Transmittal Letter.pdf	1
Steven Spraker	Planning, note: Project may want to consider another North US 1 sign. There are a lot of tenants and uses. A sign advertising the center may be beneficial. Staff would consider the other signs (not fronting US Highway 1) internal to the site as directional signage established by the planned development	09/07/2025	11:12 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Sarah.Motes	Planning - Note: Applicant is required to post the property for the neighborhood meeting.	09/09/2025	8:33 pm	#00 - Transmittal Letter.pdf	5
Cara Culliver	Please remove all buffer calculations as these are show on the individual lot plans	09/15/2025	1:32 pm	#01 - PDB Exhibit - 08-22-2025.pdf	1
Cara Culliver	Total Acres = 1.99 Ac & not 2.52 Ac	09/15/2025	1:42 pm	#01 - PDB Exhibit - 08-22-2025.pdf	1
Sarah.Motes	Signage note should be updated to show 5-foot setback from the P/L and that separate permit will be needed	09/15/2025	5:52 pm	#01 - PDB Exhibit - 08-22-2025.pdf	1
Sarah.Motes	Modify pole height to be 20' from grade to peak of fixture or shorter.	09/15/2025	6:11 pm	#04 - Lighting Plan - 08-18-2025.pdf	1
Sarah.Motes	These three (3) interior informational signs would be identified as directional signage and shall be designed in accordance with Section 3-47(F). They require a max height of 7' and 32sf copy area. A uniform sign plan is required.	09/15/2025	6:20 pm	#11 - Project Description.pdf	2

PLAN CORRECTIONS REPORT (SPRC-2025-000064) Lot 1

Cara Culliver	All natural buffer shall be shown on the tree preservation plan, this area wasn't identified.	05/30/2025	2:00 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	4'-11 1/2"	05/30/2025	2:03 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Shade tree circle need to be shown at 20' circle diameter	05/30/2025	2:05 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	5'-1/4"	05/30/2025	2:06 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Not enough room for LL, place them along the side of the bldg.	05/30/2025	2:06 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Add ground cover in from of shrubs	05/30/2025	2:07 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Place hedge along property line	05/30/2025	2:11 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	- Label all lawn areas with lawn type. - Provide height and spread for all plant materials. - PM spacing shall be 24" on center due to narrow habit.	05/30/2025	2:14 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Not Shown	05/30/2025	2:16 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Provide the location on chart	05/30/2025	2:16 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Provide sleeve & size	05/30/2025	2:17 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	Provide sleeve & size	05/30/2025	2:18 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	Irrigation needs to be on Lot 1, revise	05/30/2025	2:18 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	100% coverage & 50% overlap, revise (numerous places)	05/30/2025	2:19 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	Tree Barricade needs to be shown at the dripline (Typ.)	05/30/2025	3:22 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Noel Eaton	Note: The LDC allows for tenants spaces with 30 linear feet or less, 1 square foot of signage for every 1 linear foot. These units appear to be 26-28 LF which would allow 26-28 square feet of wall signage. Note: signs require separate permits	05/30/2025	5:17 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf	2
Noel Eaton	Provide a list of building attributes along with paint color swatches. List the chosen architectural style for the buildings. LDC 3-69	05/30/2025	5:27 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf	2

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal letter - 08-27-25.pdf
#01 - Site Plan Lot 1 - 05-08-2025.pdf
#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf
#03 - PDB Exhibit - 08-22-2025.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#06 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Steven Spraker	Planning, note: Please comments in the PBD zoning project.	09/07/2025	5:11 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning, note: Project requires City Commission approval	09/07/2025	5:13 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Peter Youssef	The structure data shows 15" pipe while the plan shows 18" pipe. Please clarify and revise for consistency.	09/08/2025	7:22 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Please clarify the connecting pipe diameter is it 18" or 24"?	09/08/2025	7:36 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/08/2025	7:52 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Provide secondary storm sewer calculations showing the 10-year/24-hour storm hydraulic grade line (HGL) to be at least 6 inches below the proposed inlet or gutter elevation (TC).	09/08/2025	7:56 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Most of the structure widths seem to be undersized. Please ensure that the structure wall width can accommodate the pipe diameter. Check the recommended FDOT minimum structure side size for a single pipe. (TYP)	09/08/2025	8:43 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5

PLAN CORRECTIONS REPORT (SPRC-2025-000064) Lot 1

Peter Youssef	Please ensure that the structure wall width can accommodate the 23? width pipe. Check the recommended FDOT minimum structure side size for a single pipe.	09/08/2025	9:02 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Show the concrete wash area location and provide detail	09/08/2025	9:08 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Peter Youssef	Check proposed pipe invert to top of inlet structure (TC) for minimum clearances per FDOT Storm Drain Handbook. This is to ensure that the outside of the pipe (top) does not encroach into the inlet top of the slab concrete section. For example, storm structures 1-8 have clearance of 2.25 feet for 24? RCP from the invert to the inlet top. But on the FDOT minimum clearance table, the recommended distance is 4.7 feet for 24? RCP. Thus, the pipe will encroach into the inlet top of the slab concrete section and may affect structural integrity. Check all storm structures for clearances per the FDOT Storm Drain Handbook. Revise plans as needed.	09/08/2025	9:24 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Will there be a wetland impact for this project? Please discuss and provide the wetland impact exhibit and environmental report.	09/08/2025	9:34 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	2
Peter Youssef	For pond # A2 in project # SPRC-2025-000063, the Plans show the TOB elevation at 8.0□, which is lower than the 25Yrs/24 hrs and the 100 Yrs/24 hrs maximum stage of 8.16□ and 8.42□ respectively. Please revise plans to maintain 12? above the 100 -year/24-hour maximum stage elevation for all ponds.	09/09/2025	12:56 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	General comment: add road termination barricades to match the phasing plan for all lots.	09/09/2025	1:33 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Peter Youssef	General comment: add road termination barricades to match the phasing plan for all lots (TYP).	09/09/2025	1:35 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	6
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025	1:36 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	1:48 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Stormwater shop drawings to be provided for approval prior to the pre-construction meeting.	09/09/2025	2:12 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Cara Culliver	Only show trees to remain, please revise.	09/11/2025	6:25 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Cara Culliver	The Infrastructure plans sheet 2A show the saved & removed trees; these trees are to remain per those plans, please remove the "X" marks.	09/11/2025	6:25 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Cara Culliver	D Trees are missing on the legend, please correct	09/11/2025	6:27 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Cara Culliver	The Greenbelt is 36' foot	09/11/2025	6:30 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	252'-0"	09/11/2025	6:31 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	- The buffer length is 252' Subtract 36' buffer = 216' = 4 trees, 43 shrubs & 43 ground covers, please correct. - This buffer is showing zero trees & 4 are required. - The shrubs & ground cover is being met by the natural vegetation, please state this.	09/11/2025	6:32 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Reference the Infrastructure Plans Sheet 7 for parking lot plantings	09/11/2025	6:40 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	66, 834 SF	09/11/2025	6:59 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Landscape Area = 23,871/400 = 60 Required Trees (66,834 SF Total Lot 1 SF Subtract 33,134 SF Impervious & Subt. Bldg SF 9,829 SF = 23,871 Landscape Area); Show Math	09/11/2025	7:00 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7

PLAN CORRECTIONS REPORT (SPRC-2025-000064) Lot 1

Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/11/2025	7:04 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Total Lot 1 Impervious Parking lot = 31,552 SF (See Civil Cover Sheet)	09/11/2025	7:15 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	31,552 SF (x) 10% = 3,155 SF Required	09/11/2025	7:17 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	You would include these landscape islands as they are part of Lot 1; Show there SF's.	09/11/2025	7:19 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	- All trees need to be 10' height & 2.5" caliper, however multi-trunked trees Wax Myrtle need to be 6" combined caliper, please revise. - IV & RI height would be 18".	09/11/2025	7:28 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Remove the VS & use all SA	09/11/2025	7:31 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	5'-8"	09/11/2025	7:32 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Plant ground covers in front of the shrubs	09/11/2025	7:32 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/11/2025	7:34 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Use the 'Select' cultivar	09/11/2025	7:39 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Note, all irrigation parts to be Lavender	09/11/2025	7:41 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Check water source; 2" irrigation valve	09/11/2025	7:43 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Would have end strips along dumpster to irrigate hedge	09/11/2025	7:44 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	3:28 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Shift trees due to light poles	09/12/2025	3:29 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:44 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	2
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:45 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf	3
David	Civil-Based on this plan, it appears that Lot 2 will be constructed prior to the construction of Lot 1. Provide Phase plan for construction.	09/16/2025	3:19 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
David	Civil-It appears that Lot 2 will be constructed prior to lot 1, will the drive aisle within the rear parking area need to be constructed with Lot 2 to provide access to the exit drive? Will the Dumpster Enclosure be constructed with Lot 2 ?	09/16/2025	3:29 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5

PLAN CORRECTIONS REPORT (SPRC-2025-000065) Lot 2

Cara Culliver	6,184.06/200 = 31 Req Trees (Show calculation this way) - Need to enhance buffer to meet the (31) Required Trees - 75% of GB trees to be native	05/30/2025	2:28 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscape Buffer Required; Show requirements & how it's being met	05/30/2025	2:32 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscape Buffer required	05/30/2025	2:32 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	- See Lot 1 for the same irrigation comments.	05/30/2025	2:36 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	9
Cara Culliver	- See Lot 1 for the same irrigation comments.	05/30/2025	2:36 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	Silt fence needs to be placed at tree dripline, revise	05/30/2025	3:17 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Noel Eaton	Signage requies seperate permit	05/30/2025	6:33 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf	2
Noel Eaton	Please list chosen architectural style of Section 3-69 and the contributing attributes	05/30/2025	6:33 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf	2

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal Letter - 08-27-25.pdf
#01 - Site Plan Lot 2 - 05-07-2025.pdf
#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf
#03 - PDB Exhibit - 08-22-2025.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#06 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Steven Spraker	Please see comment within the PBD project.	09/07/2025	5:27 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Peter Youssef	Will there be a wetland impact for this project? Please discuss and provide the wetland impact exhibit and environmental report.	09/09/2025	2:19 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	2
Peter Youssef	Will there be a change in grades for the area between the curb and the east property line of the property? If so, please provide more grading information.	09/09/2025	2:20 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025	2:25 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Peter Youssef	Show the concrete wash area location and provide detail	09/09/2025	2:27 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Peter Youssef	Provide Road termination barricades	09/09/2025	2:29 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
Peter Youssef	what is that?	09/09/2025	2:32 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
Peter Youssef	Provide lighting plan showing all light pole locations for all lots (TYP)	09/09/2025	2:36 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	1
Peter Youssef	Provide secondary storm sewer calculations showing the 10-year/24-hour storm hydraulic grade line (HGL) to be at least 6 inches below the proposed inlet or gutter elevation (TC).	09/09/2025	2:40 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5
Peter Youssef	For pond # A2 in project # SPRC-2025-000063, the Plans show the TOB elevation at 8.0□, which is lower than the 25Yrs/24 hrs and the 100 Yrs/24 hrs maximum stage of 8.16□ and 8.42□ respectively. Please revise plans to maintain 12? above the 100 -year/24-hour maximum stage elevation for all ponds.	09/09/2025	2:46 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/09/2025	2:48 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5

PLAN CORRECTIONS REPORT (SPRC-2025-000065) Lot 2

Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	2:49 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5
Peter Youssef	Stormwater shop drawings to be provided for approval prior to the pre-construction meeting.	09/09/2025	2:51 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5
Peter Youssef	General comment: add road termination barricades to match the phasing plan for all lots (TYP).	09/09/2025	2:55 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	6
Peter Youssef	Please consider the typical comments provided in Lot's 1 set of plans.	09/09/2025	2:56 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	1
Cara Culliver	50,713, see civil cover sheet	09/12/2025	2:02 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscape area = 17,708 = 44 Trees Req,	09/12/2025	2:03 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/12/2025	2:03 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Total Lot 2 Impervious Parking lot = 19,465 SF (See Civil Cover Sheet)	09/12/2025	2:04 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	19,465 SF (x) 10% = 1,947 SF Required	09/12/2025	2:06 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	You would include these landscape islands as they are part of Lot 2; Show there SF's.	09/12/2025	2:09 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Use the 'Select' cultivar	09/12/2025	2:57 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Caliper & not DBH	09/12/2025	2:57 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	T - Trees Missing Legend	09/12/2025	2:58 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Plant ground covers in front of the shrubs	09/12/2025	3:11 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	3:11 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Extend landscaping for seating area	09/12/2025	3:13 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Screen all A/C units; 24" hgt. evergreen hedge	09/12/2025	3:14 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Tree conflict with light pole	09/12/2025	3:15 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Note, all irrigation parts to be Lavender	09/12/2025	3:20 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	Check water source; 2" irrigation valve	09/12/2025	3:20 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	3:21 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	3:22 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	9
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:48 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	2
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:48 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf	3
David	1	09/16/2025	3:37 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
David	Civil-It appears that Lot 2 will be constructed prior to Lot 1, will the drive aisle for Lot 1 be constructed to allow access to the exit drive? Will the Dumpster enclosure be constucted with the initial phase? Show the turn exhibit for access to the loading zone both with and without pavement in Lot 1.	09/16/2025	3:37 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4

PLAN CORRECTIONS REPORT (SPRC-2025-000066) Lot 3

Cara Culliver	- If these parcels are stand alone they require landscape buffers on all sides of the property boundary. - Please review the new landscape code that was adopted on 02/04/25 & is available in municode.com. - Please provide a required tree chart showing the calculations in 2 ways, 1 tree per 1,500 SF & 1 tree per 400 SF of landscape area. - All parking island trees needs to be 3.5" caliper minimum. - 75% of the required trees shall be native shade trees. 50% of the required shrubs/ground covers shall be native. - Provide an existing tree legend. - Trees in landscape buffers are required every 50' lineal feet. - Bold the property line - SEE COMMENTS FROM LOT 1 & 2. - LL is Ligustrum japonicum & PM is macrophyllus (See comments on Overall Submittal). - Height & spread for all plant materials. - Shade trees to be shown with a 20' diameter circle.	05/30/2025	2:43 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	See cover for Impervious Area, Same comments as Lot 1 & 2	05/30/2025	2:43 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	All existing vegetation shall be clouded & SHOWN on the Tree Protection Plan - Small trees between 2"-5.99" inches will need to be surveyed for credit.	05/30/2025	2:44 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Provide Buffer Calculations	05/30/2025	2:48 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Dumpster Needs to be moved here, due to historic Live Oak	05/30/2025	2:54 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	9'-2"	05/30/2025	2:55 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	8'-8"	05/30/2025	2:55 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	Landscape islands shall be 10' width, please reivse	05/30/2025	2:56 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	- See previous comments made for Lots 1 & 2.	05/30/2025	3:01 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	9
Cara Culliver	- See previous comments made for Lots 1 & 2.	05/30/2025	3:02 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10
Cara Culliver	- Show the location of the historic tree	05/30/2025	3:03 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	Reference Tree Barricade on Sheet ??	05/30/2025	3:05 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Steven Spraker	OLD	08/27/2025	11:21 pm	#05 - Letter of Authorization.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#00 - Transmittal Letter.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 3, 4 - 05-08-2025.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#08 - Permit Summary.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#07 - Quit Claim Deed.pdf	1

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal Letter - 08-27-25.pdf
#00 - Transmittal Letter.pdf
#01 - Site Plan Lot 3 - 05-06-2025.pdf
#02 - Architects Memo with Color Elevations.pdf
#02 - Proposed Colored Building Elevations and Floor Plans Lots 3, 4 - 05-08-2025.pdf
#03 - PDB Exhibit - 08-22-2025.pdf

PLAN CORRECTIONS REPORT (SPRC-2025-000066) Lot 3

#03 - Site Plan Review Application Lot 3.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#04 - Property Appraiser.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#05 - Letter of Authorization.pdf
#06 - Permit Summary List.pdf
#06 - Sunbiz Report.pdf
#07 - Quit Claim Deed.pdf
#08 - Permit Summary.pdf
Doc1.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Steven Spraker	OLD	08/27/2025 11:21 pm	#05 - Letter of Authorization.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#00 - Transmittal Letter.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 3, 4 - 05-08-2025.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#08 - Permit Summary.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#07 - Quit Claim Deed.pdf	1
Ken Gaines	NFPA-1, Chapter-13.3.2.26.5 Mini-Storage Building. An automatic sprinkler system shall be installed throughout all mini-storage buildings greater than 2500 ft2 (232 m2) and where any of the individual storage units are separated by less than a 1-hour fire-resistance–rated barrier.	08/29/2025 8:28 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4
Ken Gaines	If any of these building fall within the parameters of NFPA-1, Chapter-13 or any other code that is applicable to the occupant, the building will have to protected by a fire sprinkler system regardless the date after construction. I will accept your recommendation of extending a wet horizontal standpipe to the rear of building 3A & B until such time as other fire codes prevail. This standpipe will have to installed based on NFPA-14 standards for vertical standpipe systems.	08/29/2025 8:31 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4
Steven Spraker	Site plan requires approval of the PBD amendment.	09/07/2025 5:41 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Please see comment on the PBD zoning file.	09/07/2025 5:42 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning - This sheet is for buildings 1 and 2 and does not appear to be applicable to the Lot 3 building.	09/07/2025 5:56 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	1
Peter Youssef	Please consider the typical comments provided in Lot's 1 set of plans.	09/09/2025 3:03 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	1
Peter Youssef	Show the concrete wash area location and provide detail	09/09/2025 3:08 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025 3:08 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Peter Youssef	Check the North Arrow Direction (TYP)	09/09/2025 3:10 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/09/2025 3:30 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Peter Youssef	The structure label doesn't show the structure's diameter. Please show the diameter and ensure that the structure can accommodate the connecting pipes. Check the recommended FDOT minimum structure size. (TYP)	09/09/2025 3:31 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Peter Youssef	Stormwater shop drawings to be provided for approval prior to the pre-construction meeting.	09/09/2025 3:42 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Peter Youssef	Provide secondary storm sewer calculations showing the 10-year/24-hour storm hydraulic grade line (HGL) to be at least 6 inches below the proposed inlet or gutter elevation (TC).	09/09/2025 3:42 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5

PLAN CORRECTIONS REPORT (SPRC-2025-000066) Lot 3

Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	3:48 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	The (2) 12" oak & D 11" are missing, see last submittal, these trees were here	09/12/2025	3:33 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Cara Culliver	Move silt fence at drip line of 19" Oak	09/12/2025	3:34 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Cara Culliver	9'-2 1/2"	09/12/2025	3:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	8'-8"	09/12/2025	3:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	Per previous comments all landscape islands need to be 10' foot width	09/12/2025	3:37 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	452'-3/4"	09/12/2025	3:39 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	- Buffer not meeting tree requirement, note is not sufficient - Show on the chart how your meeting each requirement (show the provided information)	09/12/2025	3:41 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Please add back the 37" LO as and relocate the dumpster per previous comment on 05/30/25.	09/12/2025	3:43 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Dumpster needs to move due to 37" LO	09/12/2025	3:46 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Requirement may be deficient	09/12/2025	6:27 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/12/2025	6:30 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Total Lot 3 Impervious Parking lot = 24,633 SF (See Civil Cover Sheet)	09/12/2025	6:32 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	24,633 SF (x) 10% = 2,463 SF Required (Show Math)	09/12/2025	6:35 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	2,532 SF	09/12/2025	6:38 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	A 5' foot landscape area is required between the building & sidewalk	09/12/2025	6:45 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	6:46 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	6:47 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Adjust tree from sign	09/12/2025	6:49 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	6:50 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Move hedge along bldg & add ground cover in the front	09/12/2025	6:50 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	229'-1/2"	09/12/2025	6:51 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Note is insufficient; show in chart for how your meeting this requirement, currently deficient	09/12/2025	6:52 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Per previous comment on 05/30/25, provide buffer calculations	09/12/2025	6:56 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscape islands need more than 2 heads, please revise	09/12/2025	7:34 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	9
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	7:35 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	9
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	7:35 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10
Cara Culliver	Check water source; 2" irrigation valve	09/12/2025	7:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10
Cara Culliver	Note, all irrigation parts to be Lavender	09/12/2025	7:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10

PLAN CORRECTIONS REPORT (SPRC-2025-000066) Lot 3

Sarah.Motes	Planning - These drawings are for Blds 1 & 2 - Please upload correct elevation Add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	7:20 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	2
Sarah.Motes	Planning - These drawings are for Blds 1 & 2 - Please upload correct elevation Add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	7:22 pm	#02 - Architects Memo with Color Elevations.pdf	3
David	Civil-During construction will the traffic return through this exit? f so, provide a construction entrance to ensure the lack of tracking on the completed asphalt. Care should be taken in the area of the proposed dumpster enclosure and the 37" live oak.	09/18/2025	4:00 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
David	Civil- Is the loading zone location acceptable for all the the suites?	09/18/2025	4:05 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4

PLAN CORRECTIONS REPORT (SPRC-2025-000067) Lot 4

Cara Culliver	Tree Barricade & Silt Fence Needs to be at the Dripline	05/30/2025	3:34 pm	#01 - Site Plan Lot 4 - 05-06-2025.pdf	3

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal Letter - 08-27-25 (1).pdf
#01 - Site Plan Lot 4 - 08-27-2025.pdf
#02 - Architects Memo with Color Elevations.pdf
#03 - PDB Exhibit - 08-22-2025.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#06 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Mike	Advisory : This fitting callout should likely be at the proposed hydrant	09/05/2025	2:51 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	6
Steven Spraker	Site plan requires approval of the PBD amendment.	09/07/2025	5:51 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Please see comment within PBD project file.	09/07/2025	5:51 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning, note - This sheet appears to be for buildings 1 and 2 and would not be applicable to Lot 4.	09/07/2025	5:52 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	1
Peter Youssef	Please consider the typical comments provided in Lot's 1 set of plans.	09/09/2025	3:55 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	1
Peter Youssef	Please add permanent road termination barricades	09/09/2025	3:57 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	4
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025	4:05 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3
Peter Youssef	Show the concrete wash area location and provide detail	09/09/2025	4:06 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/09/2025	4:13 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	5
Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	4:14 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	5
Peter Youssef	Please ensure that the structure wall width can accommodate the 30? pipe and 18" as well. Check the recommended FDOT minimum structure side size for a single pipe. Also Check proposed pipe invert to top of inlet structure (TC) for minimum clearances per FDOT Storm Drain Handbook. (TYP)	09/09/2025	4:14 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	5
Cara Culliver	Previous comment made on 05/30/25, the silt needs to be at the drip line of the trees	09/12/2025	7:45 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3
Cara Culliver	Add slick trunks	09/12/2025	7:47 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Make readable and add 'Select' cultivar	09/12/2025	7:48 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	42,679 SF (x) 10% = 4,268 SF Required (Show Math)	09/12/2025	7:50 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	6' foot landscape buffer required per previous comment	09/12/2025	7:53 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Can't include landscape buffer is VUA calculations	09/12/2025	7:54 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Remove as total lot SF isn't applicable to VUA calculations	09/12/2025	7:54 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7

PLAN CORRECTIONS REPORT (SPRC-2025-000067) Lot 4

Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/12/2025	7:57 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min. (All 4 areas)	09/12/2025	7:58 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Re-work walkway to provide 200 SF of landscape area; A 3.5" caliper tree is required as well as shrubs/ground covers	09/12/2025	7:59 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min. (All 4 areas)	09/12/2025	8:00 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	A 5' foot landscape area is required between the building & sidewalk	09/12/2025	8:01 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	A 5' foot landscape area is required between the building & sidewalk	09/12/2025	8:01 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	8'-8"	09/12/2025	8:02 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	All landscape islands need to be 200 SF min.	09/12/2025	8:02 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Show the entire parcel as per previous comment made on 05/30/25.	09/12/2025	8:07 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Note is insufficient, provide the req. buffer trees & ground covers	09/12/2025	8:08 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	7 Req. Trees & 68 shrubs & ground covers	09/12/2025	8:09 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Landscape islands need more than 2 heads, please revise	09/12/2025	8:13 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	9
Cara Culliver	Irrigate island, see landscape comment	09/12/2025	8:14 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	9
Cara Culliver	The irrigation comments are the same for Lots 1-3	09/12/2025	8:15 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	10
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	8:20 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	10
David	Civil-Will the construction traffic need to circle the project area? If so then provide a construction entrance to both areas. The	09/18/2025	4:39 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3

890 North U.S. Highway 1
Tomoka Commerce Park
Special Conditions

1. **Project size.** Total project size is approximately 12.48 acres.
2. **Uses allowed.** The following uses are allowed as follows:

Lots 1 and 2

Use
Bingo Parlor
Bowling Center
Business/Professional Office
Business Services
Child Care Facility
Club and Fraternal Organization
Convenience Store, Type "A"
Cosmetic Tattoo
Financial Institution
House of Worship
Instructional Physical Activity
Malted Beverage Producer
Medical Supply/Rental
Non-Emergency Medical Transportation Services
Personal Services
Pool Hall/Billiards
Public Facilities
Public Utilities
Recreation Facilities, Indoor
Restaurant Type "A"
Restaurant Type "B"
Restaurant Type "C"
Retail Sales and Service
Retail Sales and Service, Showroom
School, Private
Shopping Center
Skating Center
Telecommunication Tower/Antennae, Camouflaged
Veterinarian
Virtual Golf Centers
Wine, Beer or Liquor Store

Tomoka Commerce Park List of Uses for Lots 3 & 4

Use
Business Warehouse
Industrial, Light
RV and Boat Storage (indoors only)
Warehouse, Mini-Rental

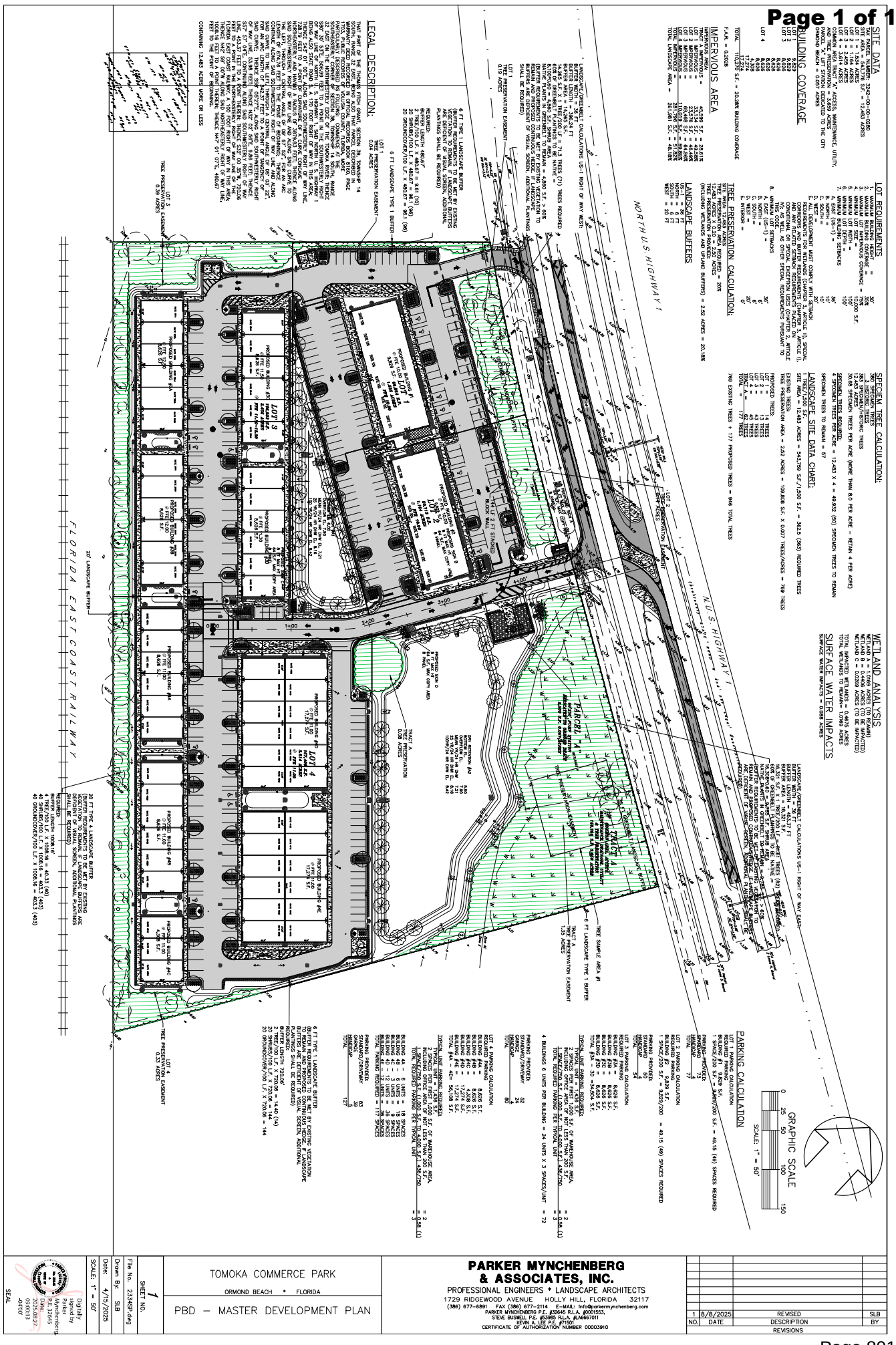
3. **Site signage.** Each lot will include a monument sign that is a maximum copy area of 64-square-feet and a maximum height of eight (8') feet. The project will also include internal directional signage that is not visible from North U.S. Highway 1 and will abide by the Land Development Code directional signage requirements.
4. **Wall signage.** Wall signage will abide by the Land Development Code requirements.
5. **Deviation.** Land Development Code Section 3-05(c)(10) and Section 3-05(c)(16) to delete the building foundation planting requirement on Lot 3 and Lot 4 buildings. The applicant states that these areas are screened at the west property line by a 20-foot perimeter natural vegetation landscape buffer and a continuous hedge adjacent to the railroad tracks. The required building foundation planting requirement on Lot 3 and Lot 4 buildings are hereby granted.
6. **Deviation.** Land Development Code Section 3-06(d) to delete lot interior perimeter landscape buffer requirements between lots in the subdivision. Lot 1 and Lot 2 share a lot line that includes driving lanes, parking, loading zone, and optional outside restaurant seating. Exterior perimeter buffers are proposed at project perimeter at Lot 1 and 3 and Lot 2 and 3, includes a continuous hedge, and abut common area stormwater dry retention areas with proposed trees. The Lot 3 and 4 interior lot line abut tract "A" common area and include a 2-way driveway, sidewalk, parking, and loading zones. The request to relocate the required plantings along Lots 1 and 2 is hereby granted based on a shared drive aisle.
7. **Historic Trees.** The Historic Tree Reviews dated February 7, 2025, and March 24, 2025, prepared by Don Spence, Ph.D., Native Florida Landscapes, LLC, identify three historic live oaks to be preserved. A fourth tree, tree #5 in the Historic Tree Reviews, has been reviewed and is recommended for removal. Mr. Spence states, "It is my determination that this tree is in a state of decline with no signs of growth." Section 3-03(3) of the Land Development Code requires City Commission approval of historic tree(s). The removal of historic tree #5 is hereby approved.
8. **Hours of construction.** All exterior construction shall occur from 7:00 A.M. to 7:00 P.M., Monday through Saturday.

9. **Outdoor storage/Activity.** No outdoor storage or activities are allowed in this development. Commercial uses and non-profit organizations may obtain special event permits in accordance with the Land Development Code. Any outdoor storage or activity shall require a Special Exception or a Planned Business Development amendment.

10. **Lot Requirements.** The site plan layout and setbacks shown in Exhibit "D" are hereby approved. The dimensional standards for the project are as follows:

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'



TOMOKA COMMERCE PARK
ORMOND BEACH * FLORIDA
PBD – MASTER DEVELOPMENT PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #AA0667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

SHEET NO. 1
File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 50'

Digitally signed by Parker Mynchenberg
Date: 2025.08.27 10:40:10 -04'00'
SEAL

TOMOKA COMMERCE PARK
ORMOND BEACH • FLORIDA
RENDERING

SHEET NO. 1
File No. 233ASP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 40'

Digitally signed by Parker Mynchenberg
Number: P.E. 32645
Date: 2025.08.27 09:01:11 -04'00'
SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

TOMOKA COMMERCE PARK - LOT 1

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

1. BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.
2. TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.
3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.
4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 6" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90°TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.
7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
9. ALL WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 30" AND A MAXIMUM 36" BENEATH FINISHED GRADE.
10. ALL EXTERIOR CONSTRUCTION SHALL BE FROM 7:00 A.M. TO 7:00 P.M. MONDAY THROUGH SATURDAY.
11. NO OUTDOOR STORAGE IS ALLOWED WITHOUT ADVANCE PUBLIC HEARING AS A SPECIAL EXCEPTION OR PB AMENDMENT.
12. ALL SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. ANY EXISTING SIDEWALKS, RAMPS AND CROSSWALKS WITHIN IMPACT OF THE PROJECT AREA SHOULD BE BROUGHT UP TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

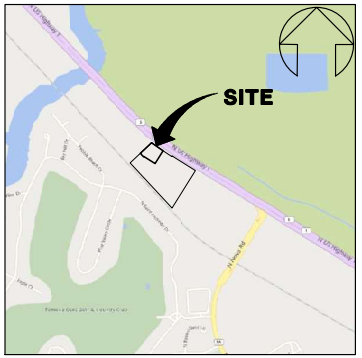
LEGAL DESCRIPTION OVERALL PARCEL:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LEGAL DESCRIPTION LOT 1

LOT 1 TOMOKA COMMERCE PARK MB_____ PGS _____-_____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1
ORMOND BEACH FL, 32174
LOT 1 ADDRESS: ____ N US HWY 1
ORMOND BEACH, FL, 32174

LOT 1 = 66,834 S.F. = 1.534 ACRES

LOT 1 BUILDING COVERAGE = 9,829/66,834 = 14.71% COVERAGE

LOT 1 FAR = 9,829/66,834 = 0.1471 FAR

PROJECT DESCRIPTION:

CONSTRUCT 9,829 S.F. 1 STORY BUILDING AND ASSOCIATED PAVING, DRAINAGE, UTILITY, LIGHTING, LANDSCAPE & IRRIGATION.

SITE DATA

LOT 1 TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 1 = 1.534 ACRES

LOT 1 IMPERVIOUS AREA:

EXISTING PAVING AND CURB =	13,410	S.F.
BUILDING =	9,829	S.F.
PARKING AND CURB =	18,142	S.F.
SIDEWALKS =	4,787	S.F.
SEATING AREA (OPTIONAL) =	375	S.F.
TOTAL IMPERVIOUS AREA =	46,543 S.F.	= 69.64%
TOTAL LANDSCAPE AREA =	20,291 S.F.	= 30.36%

BUILDING DATA

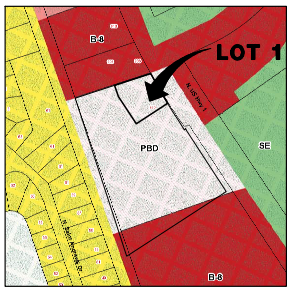
NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

PARKING CALCULATION

LOT 1 PARKING CALCULATION
REQUIRED PARKING
BUILDING #1 9,829 S.F.
1 SPACE/200 S.F. = 9,829/200 S.F. = 49.15 (49) SPACES REQUIRED

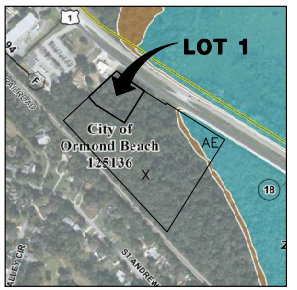
PARKING PROVIDED:

STANDARD	73
HANDICAP	4
TOTAL	77



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
PROPOSED CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "AE" PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	REVISIONS	BY
1	8/8/2025	REVISED	SLB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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PARKER MYNCHENBERG, P.E. #32645 L.A. #6667001
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

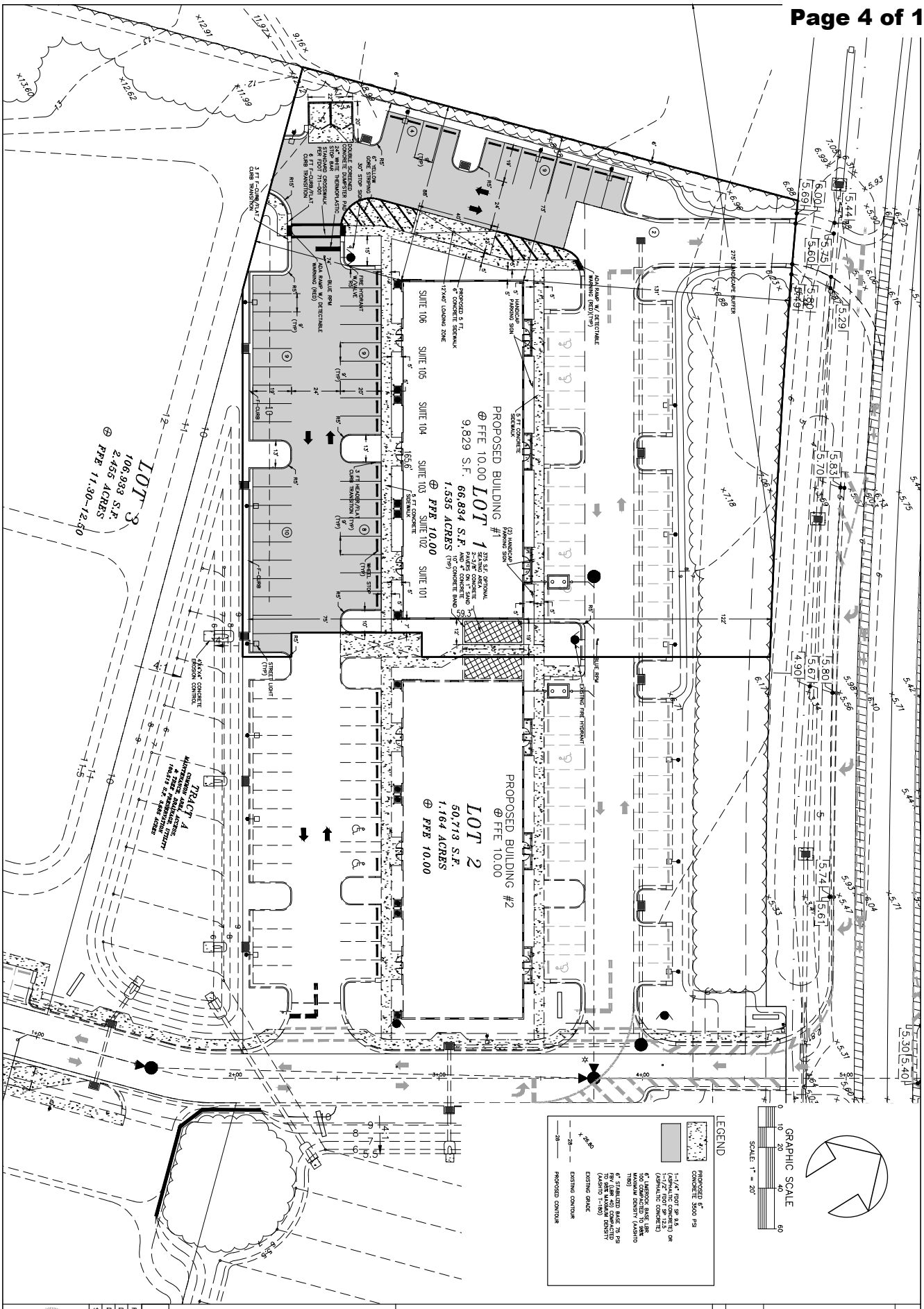
COVER SHEET

1
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: NONE

Digitally signed by Parker Mynchenberg, P.E, 32645
Date: 2025.08.27 09:20:45 -04'00'

SEAL



TOMOKA COMMERCE PARK–LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

SITE PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
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KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

SEAL

Digitally signed by Parker Mynchenberg
Date: 2025.08.27 09:22:00 -04'00'

SHEET NO. 3
File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
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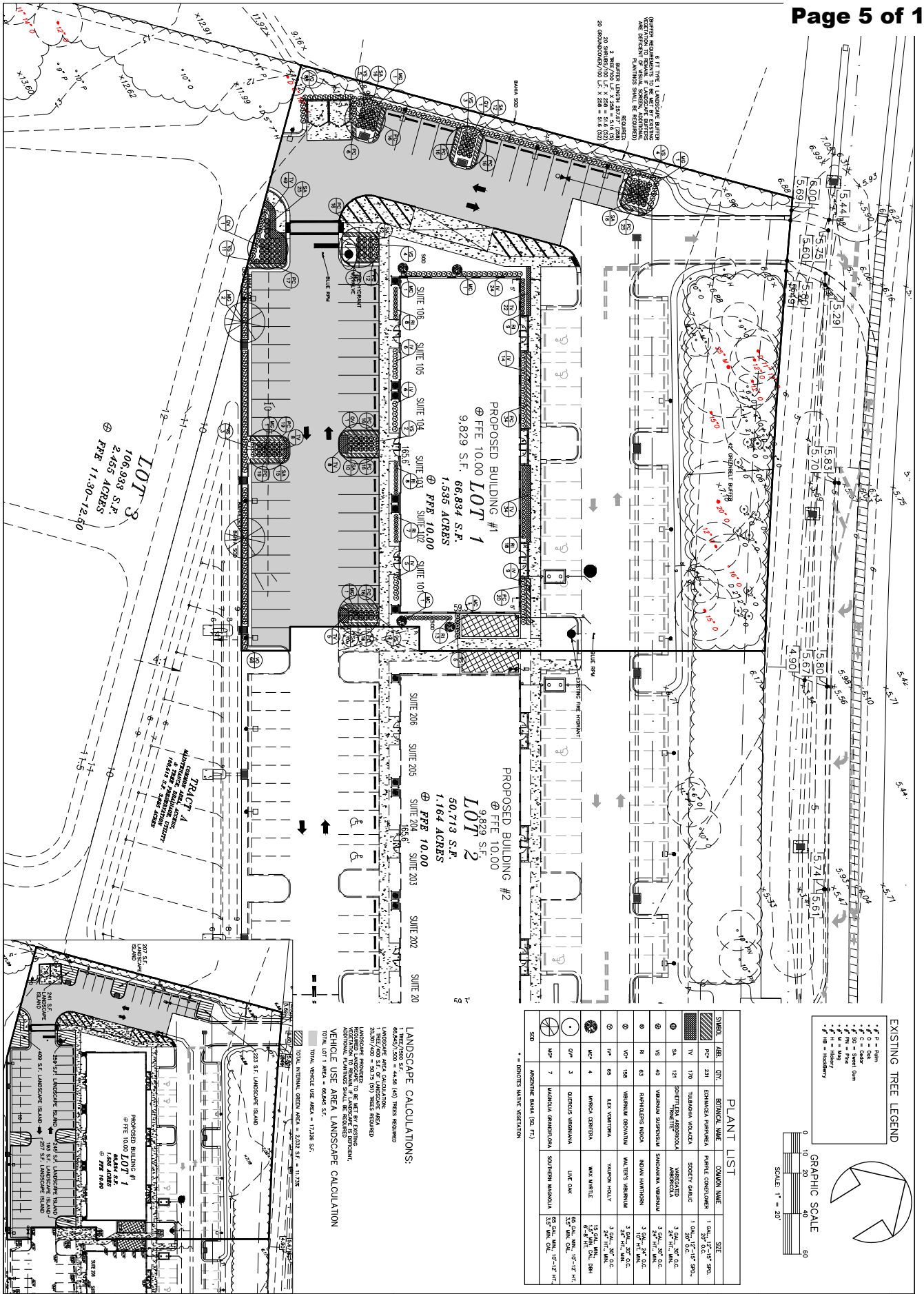

EXISTING TREE LEGEND

P = Palm
O = Oak
C = Cedar
SG = Sweet Gum
Pine
M = Mag
H = Hickory
HB = Hackberry

GRAPHIC SCALE
SCALE: 1" = 20'

PLANT LIST

SYMBOL	ABR.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	PC*	231	EUNIACEA PURPUREA	PURPLE CONEFLOWER	1 GAL., 12"-15" SPD. 20" O.C.
	TV	170	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"-15" SPD., 20" O.C.
⊕	SA	121	SCHEFFLERA ARBORICOLA "TRINETTE"	VARIEGATED ARBORICOLA	3 GAL., 30" O.C. 24" HT., MIN.
⊕	VS	40	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
⊕	RI	63	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 30" O.C. 24" HT., MIN.
⊕	VO*	158	VIBURNUM ODOVATUM	WALTER'S VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
⊕	IY*	65	ILEX VOMITORIA	YAUPON HOLLY	3 GAL., 30" O.C. 24" HT., MIN.
⊕	MC*	4	MYRICA CERIFERA	WAX MYRTLE	15" MIN. CAL. @ 6" HT.
⊙	QV*	3	QUERCUS VIRGINIANA	LIVE OAK	65 GAL MIN., 10'-12' HT., 3.5" MIN. CAL.
	MG*	7	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	65 GAL MIN., 10'-12' HT., 3.5" MIN. CAL.
SOD			ARGENTINE BAHIA (SOL FIT)		

* = DENOTES NATIVE VEGETATION

TOMOKA COMMERCE PARK - LOT 2

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

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6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90°TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.
7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
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FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.
10. NO LANE CLOSURES NORTH BOUND 3:00PM TO 6:00PM AND SOUTH BOUND 7:00AM TO 10:00AM AND 2:00PM TO 6:00PM.

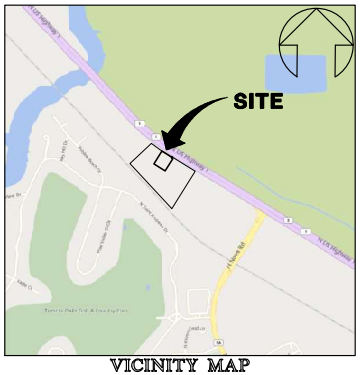
LEGAL DESCRIPTION OVERALL PARCEL:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LEGAL DESCRIPTION LOT 2

LOT 2 TOMOKA COMMERCE PARK MB _____ PGS _____-_____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER
890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:
PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:
J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

PARKING CALCULATION
LOT 2 PARKING CALCULATION
REQUIRED PARKING
BUILDING #2 9,829 S.F.
1 SPACE/200 S.F. = 9,829/200 = 49.15 (49) SPACES REQUIRED

PARKING PROVIDED:
STANDARD 50
HANDICAP 4
TOTAL 54

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1
ORMOND BEACH, FL. 32174
LOT 2 ADDRESS: ____ N US HWY 1
ORMOND BEACH, FL. 32174
LOT 2 = 50,713 S.F. = 1.164 ACRES

LOT 2 BUILDING COVERAGE = 9,829/50,713 = 19.38% COVERAGE

LOT 2 FAR = 9,829/50,713 = 0.1938 FAR

PROJECT DESCRIPTION:

CONSTRUCT 9,829 S.F. 1 STORY BUILDING AND ASSOCIATED PAVING, DRAINAGE, UTILITY, SIGNAGE, LIGHTING, LANDSCAPE & IRRIGATION.

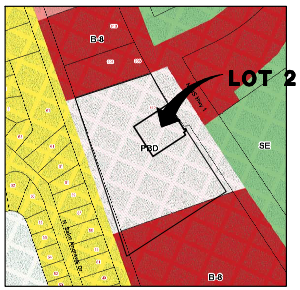
SITE DATA

TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 2 = 1.164 ACRES

LOT 2 IMPERVIOUS AREA:
- EXISTING PAVING AND CURB = 9,428 S.F.
- BUILDING = 9,829 S.F.
- PARKING AND CURB = 10,037 S.F.
- SIDEWALKS = 3,336 S.F.
- SEATING AREA (OPTIONAL) = 375 S.F.
- TOTAL IMPERVIOUS AREA = 33,005 S.F. = 65.08%
- TOTAL LANDSCAPE AREA = 17,708 S.F. = 34.92%

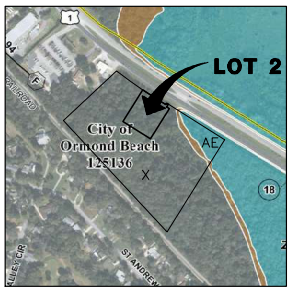
BUILDING DATA

NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
PROPOSED CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "AE" PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
STEVE BUCHENBERG, P.E. #36931 L.A. #6667031
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

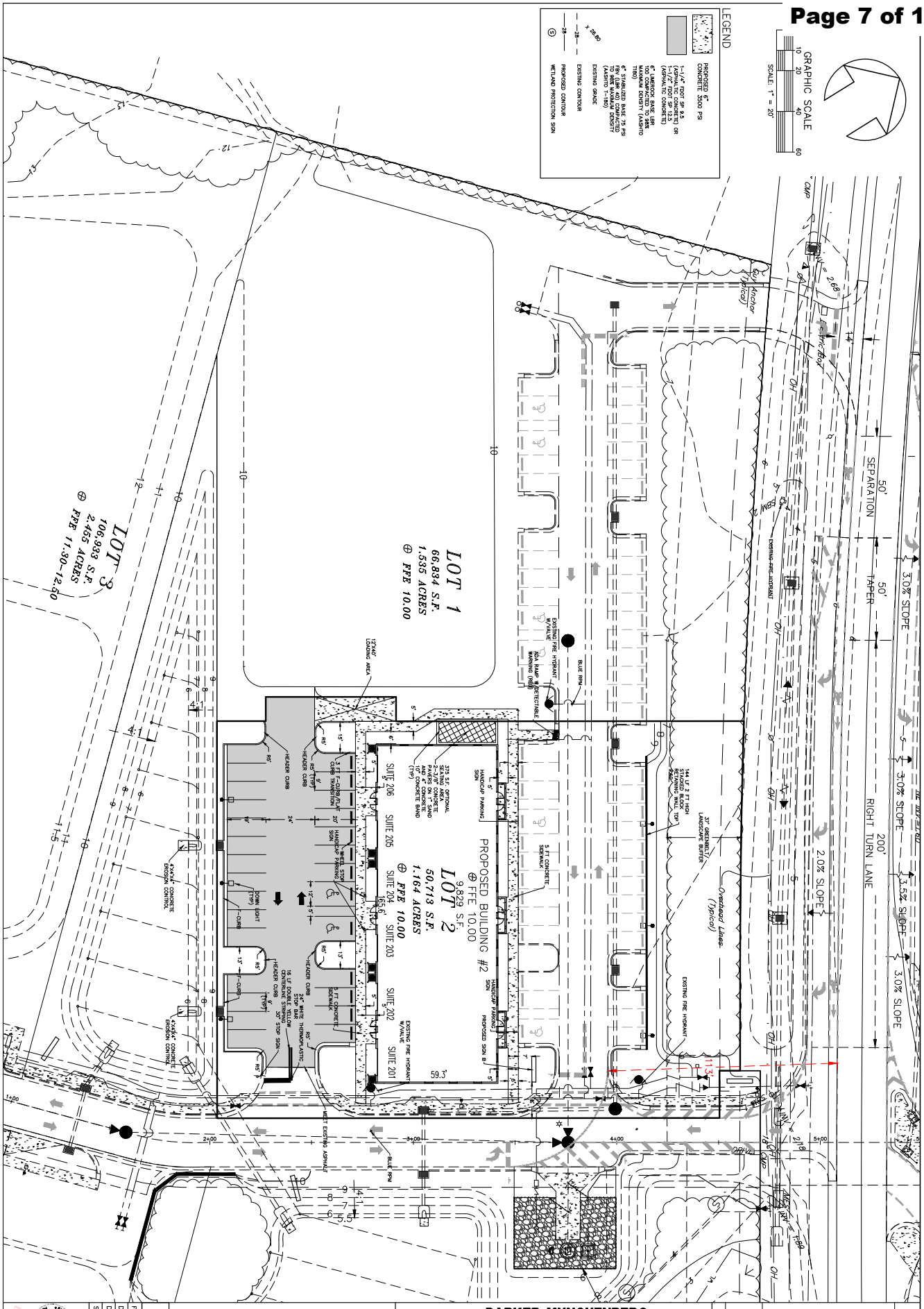
COVER SHEET

1
SHEET NO.

File No. Lot2-SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: NONE

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:38:06 -04'00'

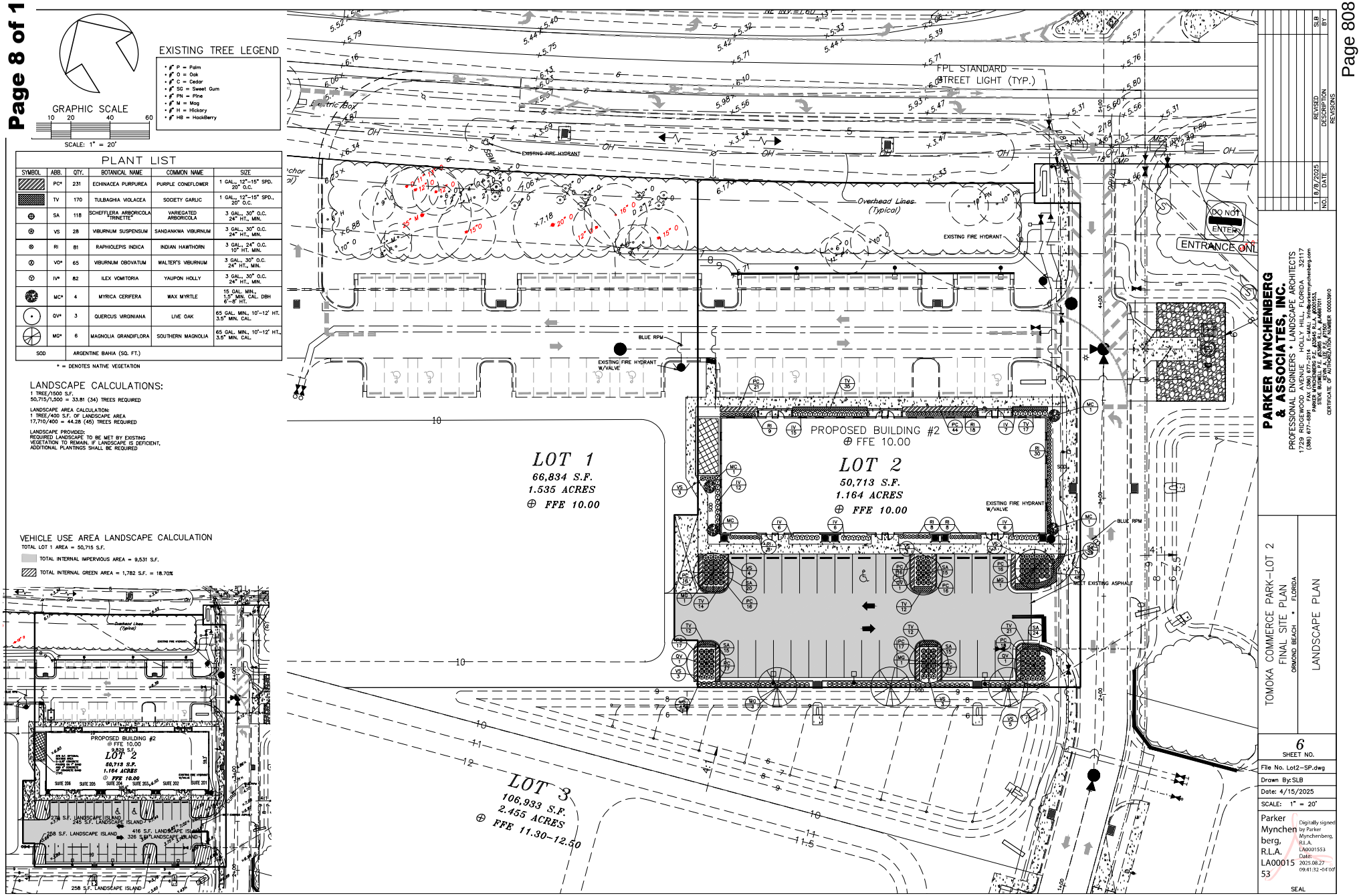
SEAL



TOMOKA COMMERCE PARK–LOT 2 FINAL SITE PLAN ORMOND BEACH * FLORIDA SITE PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #30645 R.L.A. #0001553, STEVE BUSWELL P.E. #53865 R.L.A. #AA26001011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	SHEET NO. 3 File No. Lot2-SP.dwg Drawn By: SLB Date: 4/15/2025 SCALE: 1" = 20' Digitally signed by Parker Mynchenberg P.E. 53865 Date: 2025.08.27 09:40:10 -04'00' SEAL

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS



NO.	DATE	DESCRIPTION	BY
1	8/6/2025	REVISED	SLB

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PARKER MYNCHENBERG P.E. #39545 R.L.A. #0001553
KEVIN A. LEE P.E. #70001 E-MAIL: kevin@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

LANDSCAPE PLAN

6
SHEET NO.

File No. Lot2-SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Parker Mynchenberg, R.L.A. LA0001553
Digitally signed by Parker Mynchenberg, R.L.A. LA0001553
Date: 2025.08.27 09:41:32 -04'00'

SEAL

TOMOKA COMMERCE PARK - LOT 3

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

ENERAL NOTES

BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.

TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.

3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.

4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.

5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.

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CONTAINING 12.483 ACERS MORE OR LESS

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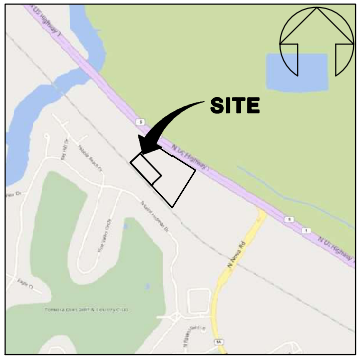

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S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-12	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE COMMERCIAL BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1
ORMOND BEACH, FL 32174
LOT 3 ADDRESS: ____ N US HWY 1
ORMOND BEACH, FL 32174
LOT 3 AREA = 106,933 S.F. = 2.455 ACRES

LOT 3 BUILDING COVERAGE = 34,504/106,933 = 32.27% BUILDING COVERAGE

LOT 3 FAR = 34,504/106,933 = 0.3227 FAR

PROJECT DESCRIPTION:

CONSTRUCT (4) 8,826 S.F. 1 STORY BUILDING AND ASSOCIATED PAVING, DRAINAGE, UTILITY, LIGHTING, LANDSCAPE & IRRIGATION.

SITE DATA

TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 3 = 2.455 ACRES

LOT 3 IMPERVIOUS AREA:
BUILDINGS = 34,504 S.F.
PARKING AND CURB = 24,633 S.F.
SIDEWALKS = 10,331 S.F.
TOTAL IMPERVIOUS AREA = 69,468 S.F. = 64.96%
TOTAL LANDSCAPE AREA = 37,465 S.F. = 35.04%

BUILDING DATA

NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

PARKING CALCULATION

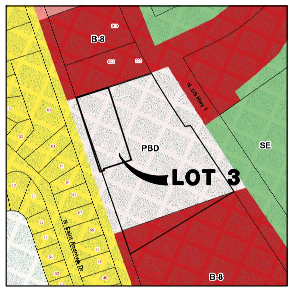
LOT 3 PARKING CALCULATION
REQUIRED PARKING
BUILDING #3A = 8,626 S.F.
BUILDING #3B = 8,626 S.F.
BUILDING #3C = 8,626 S.F.
BUILDING #3D = 8,626 S.F.
TOTAL #3A - 3D =34,504 S.F.

TYPICAL UNIT PARKING REQUIRED:
TYPICAL UNIT = 1,436 S.F.
2 SPACES PER FIRST 1,000 S.F. OF WAREHOUSE AREA, INCLUDING OFFICE AREA OF NOT LESS THAN 200 S.F. = 2
1 SPACE/250 S.F. (1,000 S.F. TO 4,000 S.F.) 436/250 = 0.58 (1)
TOTAL REQUIRED PARKING PER TYPICAL UNIT = 3

4 BUILDINGS 6 UNITS PER BUILDING = 24 UNITS X 3 SPACES/UNIT = 72

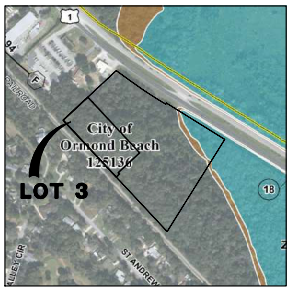
PARKING PROVIDED:

STANDARD/DRIVEWAY	52
GARAGE	24
HANDICAP	4
TOTAL	80



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
EXISTING CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
STEVE BUSNELL P.E. #57665 P.L.S. #4867011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

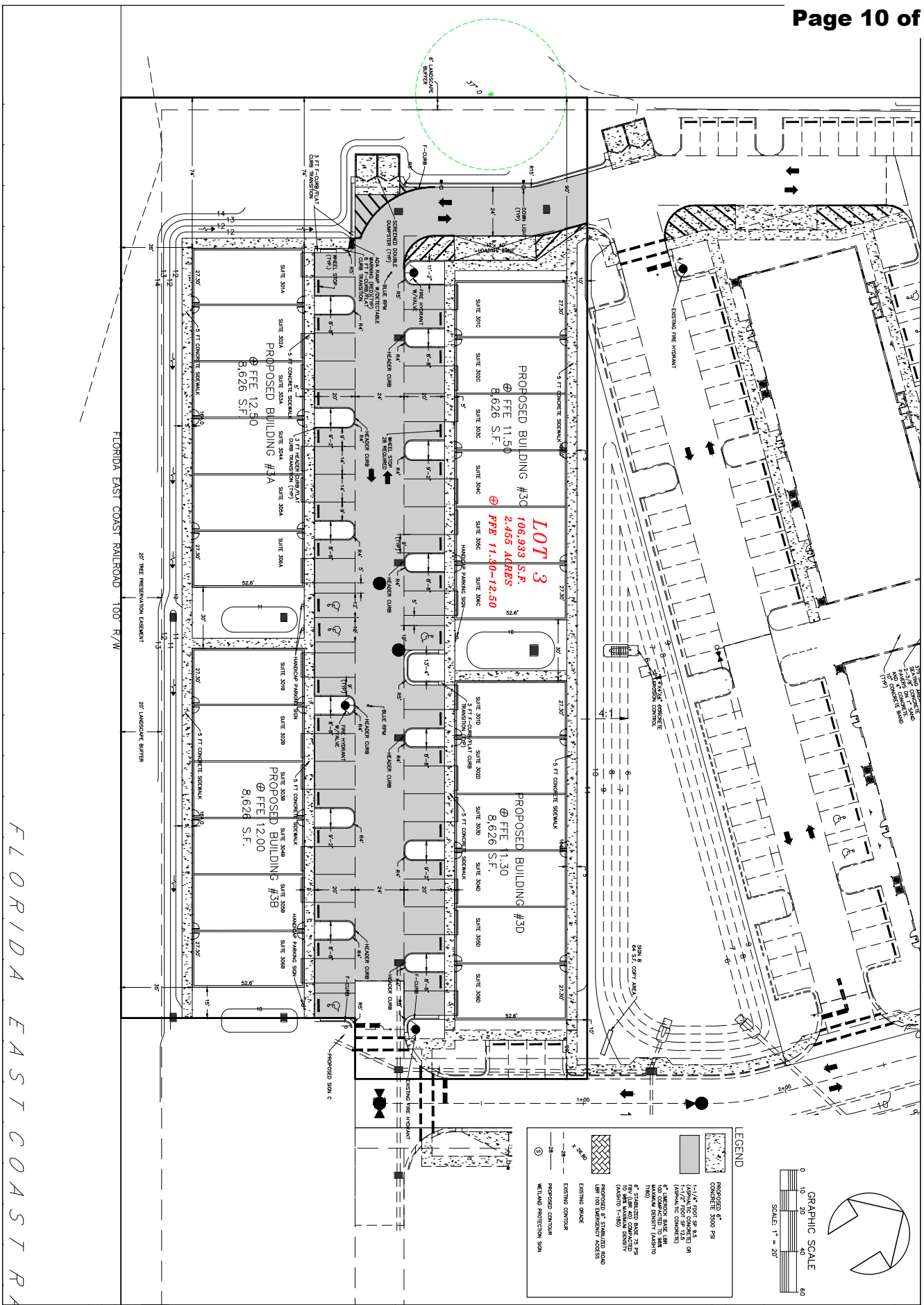
COVER SHEET

1
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: NONE

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 10:01:21 -04'00'

SEAL



TOMOKA COMMERCE PARK–LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

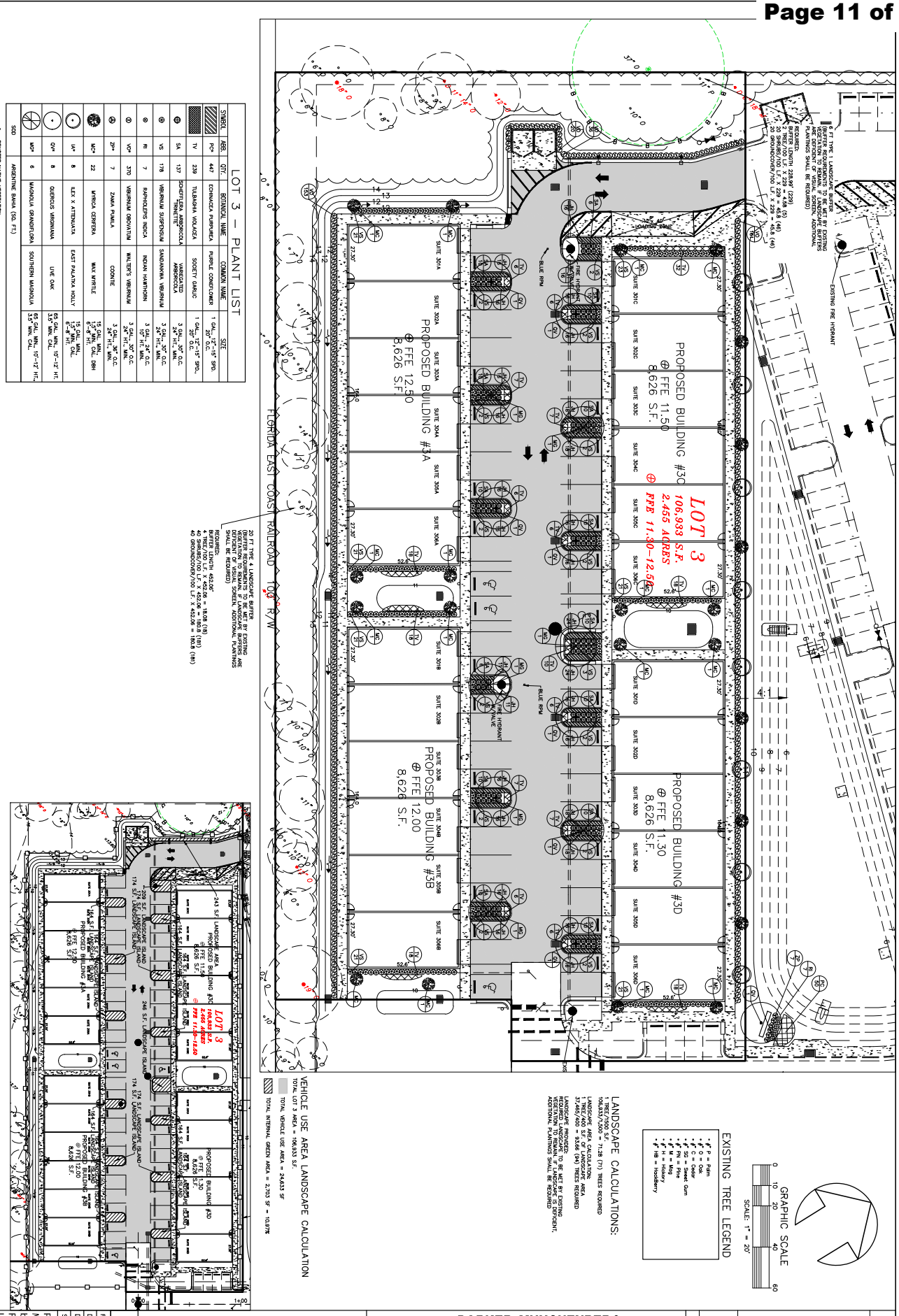
SITE PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #63985 R.L.A. #AA26001011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	REVISIONS	BY
1	8/8/2025	REVISED	SLB

SEAL — Digitally signed by Parker Mynchenberg, P.E. 32645, Date: 2025.08.27 10:02:45 -04'00'

SCALE: 1" = 20' | Date: 4/15/2025 | Drawn By: SLB | File No. 2334SP.dwg | SHEET NO. 3



LOT 3 – PLANT LIST

SYMBOL	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	PO*	447	ECHINACEA PURPUREA	PURPLE CONEFLOWER	1 GAL., 12"-15" SPD. 20" O.C.
	TV	239	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"-15" SPD. 20" O.C.
	SA	137	SCHEFFLERA ARBORICOLA 'TRINETTE'	VARIEGATED ARBORICOLA	3 GAL., 30" O.C. 24" HT., MIN.
	VS	178	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 24" HT., MIN. O.C.
	RI	7	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 24" O.C. 10" HT. MIN.
	VO*	370	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
	ZP*	7	ZAMIA PUMILA	COONTIE	3 GAL., 24" HT., MIN. O.C.
	MC*	22	MYRICA CERIFERA	WAX MYRTLE	15 GAL. MIN. 6'-8' HT. MIN. CAL. DBH
	IA*	8	ILEX X ATTENUATA	EAST PALATKA HOLLY	15 GAL. MIN. 6'-8' HT. MIN. CAL.
	QV*	8	QUERCUS VIRGINIANA	LIVE OAK	65 GAL. MIN. 10'-12' HT. 3.5" MIN. CAL.
	MG*	6	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	65 GAL. MIN. 10'-12' HT. 3.5" MIN. CAL.

ARGENTINE BAHIA (SQ. FT.)

* = DENOTES NATIVE VEGETATION

TOMOKA COMMERCE PARK - LOT 4

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

1. BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.
2. TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.
3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.
4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.
7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
9. ALL WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 30" AND A MAXIMUM 36" BENEATH FINISHED GRADE.
10. ALL EXTERIOR CONSTRUCTION SHALL BE FROM 7:00 A.M. TO 7:00 P.M. MONDAY THROUIGH SATURDAY.
11. NO OUTDOOR STORAGE IS ALLOWED WITHOUT ADVANCE PUBLIC HEARING AS A SPECIAL EXCEPTION OR PB AMENDMENT.
12. ALL SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. ANY EXISTING SIDEWALKS, RAMPS AND CROSSWALKS WITHIN IMPACT OF THE PROJECT AREA SHOULD BE BROUGHT UP TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.
10. NO LANE CLOSURES NORTH BOUND 3:00PM TO 6:00PM AND SOUTH BOUND 7:00AM TO 10:00AM AND 2:00PM TO 6:00PM.

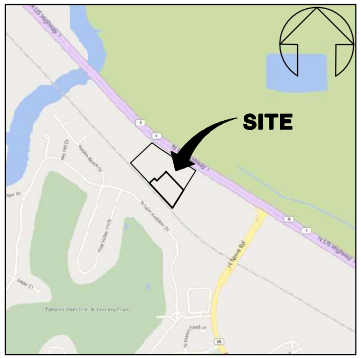
LEGAL DESCRIPTION:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LOT 4 LEGAL DESCRIPTION

LOT 4 TOMOKA COMMERCE PARK MB _____ PGS _____-_____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
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SURVEYOR:

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PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

PARKING CALCULATION

LOT 4 PARKING CALCULATION
REQUIRED PARKING
BUILDING #4A = 8,626 S.F.
BUILDING #4B = 8,626 S.F.
BUILDING #4C = 4,308 S.F.
BUILDING #4D = 17,274 S.F.
BUILDING #4E = 17,274 S.F.
TOTAL #4A - 4E= 56,108 S.F.

TYPICAL UNIT PARKING REQUIRED:
TYPICAL UNIT = 1,438 S.F.
2 SPACES PER FIRST 1,000 S.F. OF WAREHOUSE AREA, INCLUDING OFFICE AREA OF NOT LESS THAN 200 S.F. = 2
1 SPACE/750 S.F. (1,000 S.F. TO 4,000 S.F.) 438/750 = 0.58 (1)
TOTAL REQUIRED PARKING PER TYPICAL UNIT = 3

BUILDING 4A - 6 UNITS = 18 SPACES
BUILDING 4B - 6 UNITS = 18 SPACES
BUILDING 4C - 3 UNITS = 9 SPACES
BUILDING 4D - 12 UNITS = 36 SPACES
BUILDING 4E - 12 UNITS = 36 SPACES
TOTAL PARKING REQUIRED = 117 SPACES

PARKING PROVIDED:

STANDARD/DRIVEWAY	83
GARAGE	39
HANDICAP	5
TOTAL	127

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE COMMERCIAL BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1, ORMOND BEACH, FL 32174
LOT 4 ADDRESS: N US HWY 1, ORMOND BEACH, FL 32174
LOT 4 AREA = 157,420 S.F. = 3.614 ACRES

LOT 4 BUILDING COVERAGE = 56,108/157,420 = 35.64% BUILDING COVERAGE

LOT 4 FAR = 56.108/157,420 = 0.3564 FAR

PROJECT DESCRIPTION:

CONSTRUCT (2) 17,274 S.F.,(2) 8,626 S.F., (1) 4,308 S.F. 1 STORY BUILDINGS AND ASSOCIATED PAVING, DRAINAGE, UTILITY, LANDSCAPE & IRRIGATION.

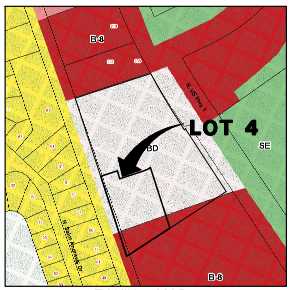
SITE DATA

TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 4 AREA = 3.614 ACRES

LOT 4 IMPERVIOUS AREA:
BUILDINGS = 56,108 S.F.
PARKING AND CURB = 42,679 S.F.
SIDEWALKS = 11,232 S.F.
TOTAL IMPERVIOUS AREA = 110,019 S.F. = 69.89%
TOTAL LANDSCAPE AREA = 47,401 S.F. = 30.11%

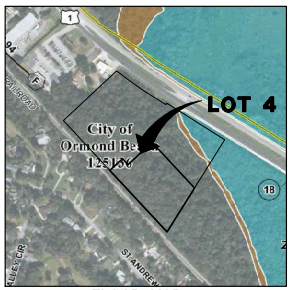
BUILDING DATA

NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
PROPOSED CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "AE" PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	8/8/2025	REVISED	SLB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
JOHN J. MATEJKA III, PSM #4002
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

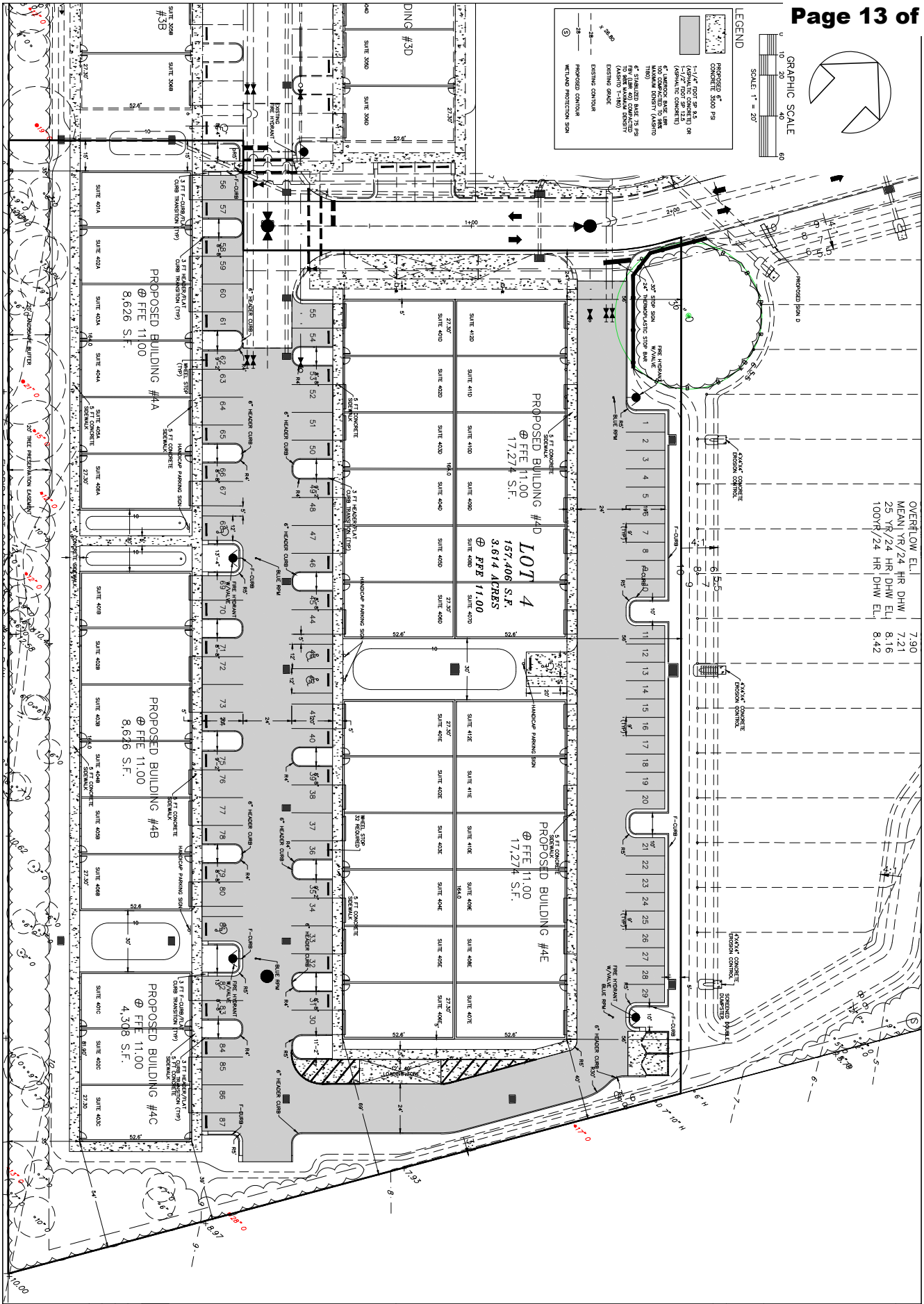
TOMOKA COMMERCE PARK-LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

COVER SHEET

1
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: NONE

SEAL



SEAL

SHEET NO.	3
File No.	2334SP.dwg
Drawn By:	SLB
Date:	4/15/2025
SCALE:	1" = 20'

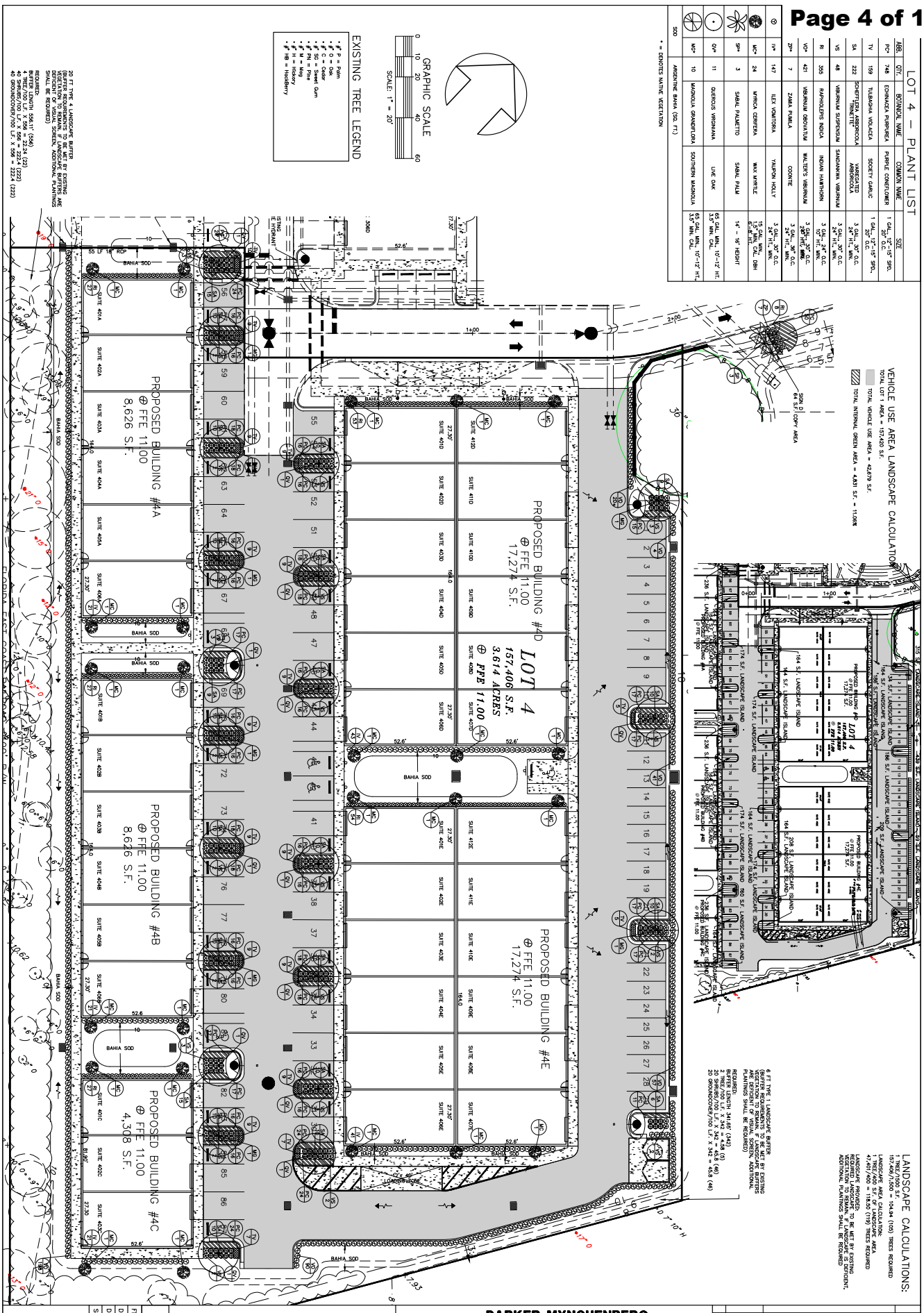
TOMOKA COMMERCE PARK–LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

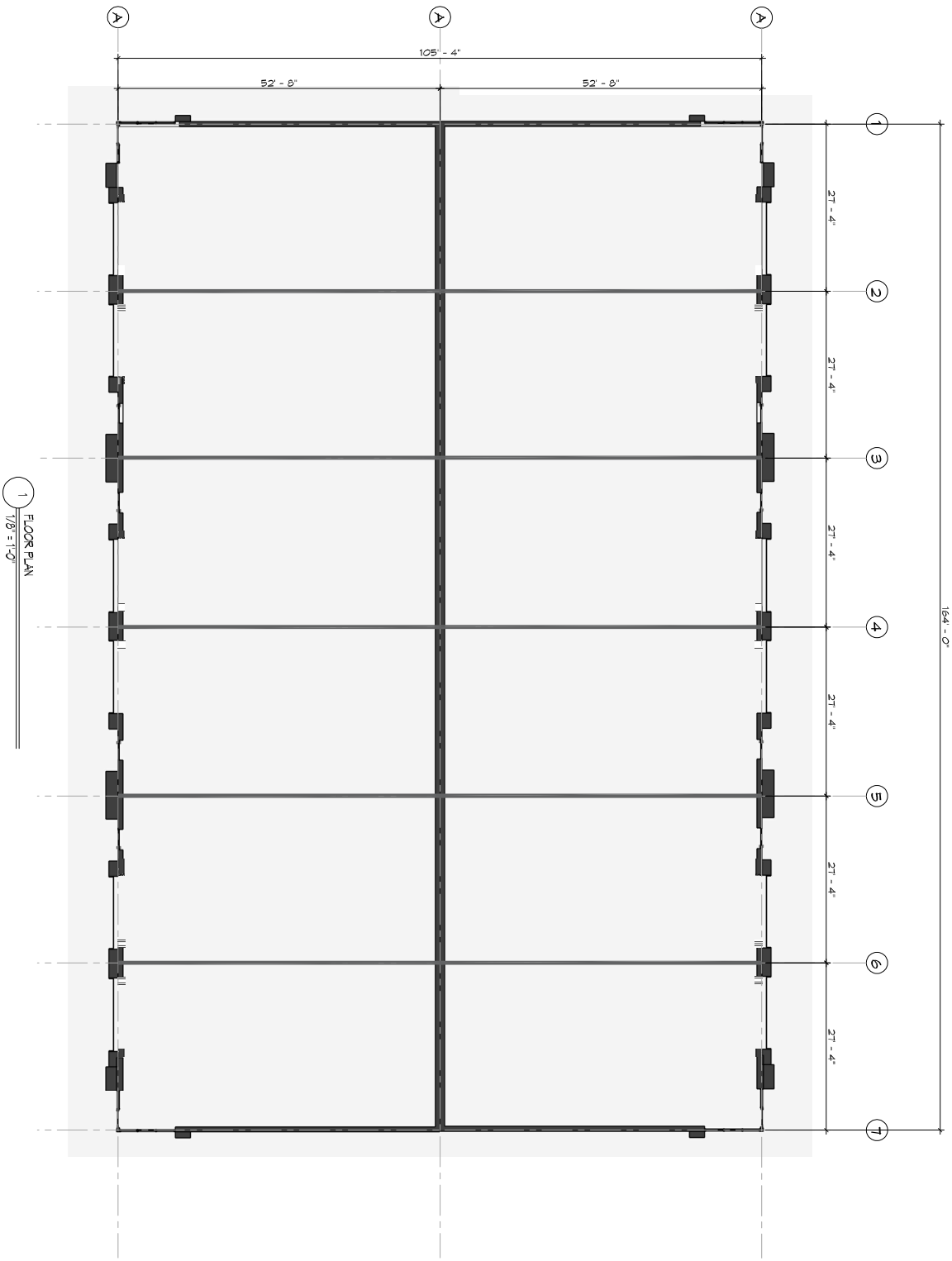
SITE PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #63585 R.L.A. #.6666666711
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS


LOT 4 – PLANT LIST
ABB. | QTY. | BOTANICAL NAME | COMMON NAME | SIZE
PC* | 748 | ECHINACEA PURPUREA | PURPLE CONEFLOWER | 1 GAL., 12"-15" SPD., 20" O.C.
TV | 159 | TULBAGHIA VIOLACEA | SOCIETY GARLIC | 1 GAL., 12"-15" SPD., 20" O.C.
SA | 222 | SCHEFFLERA ARBORICOLA 'TRINETTE' | VARIEGATED ARBORICOLA | 3 GAL., 30" O.C. 24" HT., MIN.
VS | 48 | VIBURNUM SUSPENSUM | SANDANKWA VIBURNUM | 3 GAL., 30" O.C. 24" HT., MIN.
RI | 355 | RAPHIOLEPIS INDICA | INDIAN HAWTHORN | 3 GAL., 24" O.C. 10" HT., MIN.
VO* | 421 | VIBURNUM ODOVATUM | WALTER'S VIBURNUM | 3 GAL., 30" O.C. 24" HT., MIN.
ZF* | 7 | ZAMIA FURFURACEA | COONTIE | 3 GAL., 30" O.C. 24" HT., MIN.
IV* | 147 | ILEX VOMITORIA | YAUPON HOLLY | 3 GAL., 30" O.C. 15 GAL. MIN. CAL. DBH 6'-8' HT.
MC* | 24 | MYRICA CERIFERA | WAX MYRTLE | 15 GAL. MIN. CAL. DBH 6'-8' HT.
SP* | 3 | SABAL PALMETTO | SABAL PALM | 14' - 16' HEIGHT
QV* | 11 | QUERCUS VIRGINIANA | LIVE OAK | 65 GAL. MIN., 10'-12' HT., 3.5" MIN. CAL.
MG* | 10 | MAGNOLIA GRANDIFLORA | SOUTHERN MAGNOLIA | 65 GAL. MIN., 10'-12' HT., 3.5" MIN. CAL.
SOD | | ARGENTINE BAHIA (SQ. FT.) | | SOD
* = DENOTES NATIVE VEGETATION
EXISTING TREE LEGEND
P = Palm
C = Cedar
SG = Sweet Gum
PI = Pine
M = Mag
HB = HoodBerry
GRAPHIC SCALE
SCALE: 1" = 20'
VEHICLE USE AREA LANDSCAPE CALCULATIONS:
TOTAL LOT 1 AREA = 157,420 S.F.
TOTAL VEHICLE USE AREA = 43,679 S.F.
TOTAL INTERNAL GREEN AREA = 4,851 S.F. = 11.06%
LANDSCAPE CALCULATIONS:
1 TREE/1,500 S.F.
157,406/1,500 = 104.94 (105) TREES REQUIRED
LANDSCAPE AREA CALCULATION:
47,187/400 S.F. PER LANDSCAPE AREA
47,187/400 = 117.96 (119) TREES REQUIRED
LANDSCAPE PROVIDED:
TOTAL NUMBER OF TREES PROVIDED TO BE MET BY EXISTING VEGETATION TO REMAIN, IF ADDITIONAL PLANTINGS SHALL BE REQUIRED.
6 FT TYPE 'L' LANDSCAPE BUFFER
(BUFFER REQUIREMENTS TO BE MET BY EXISTING VEGETATION TO REMAIN, IF LANDSCAPE BUFFERS DEFICIENT OF VISUAL SCREEN, ADDITIONAL PLANTINGS SHALL BE REQUIRED)
REQUIRED:
1 TREE/100 LIN. FT. X 556' (564) = 5.64 (6)
4 SHRUBS/100 LF. X 556 = 22.24 (22)
40 SHRUBS/100 LF. X 556 = 222.4 (222)
40 GROUNDCOVER/100 LF. X 556 = 222.4 (222)
20 FT TYPE 'A' LANDSCAPE BUFFER
(BUFFER REQUIREMENTS TO BE MET BY EXISTING VEGETATION TO REMAIN, IF LANDSCAPE BUFFERS DEFICIENT OF VISUAL SCREEN, ADDITIONAL PLANTINGS SHALL BE REQUIRED)
REQUIRED:
1 TREE/100 LIN. FT. X 556' (564) = 5.64 (6)
4 TREE/100 LF. X 556 = 22.24 (22)
40 SHRUBS/100 LF. X 556 = 222.4 (222)
40 GROUNDCOVER/100 LF. X 556 = 222.4 (222)
SIGN (6' 64 S.F. COPY AREA
PROPOSED BUILDING #4A @ FFE 11.00 8,626 S.F.
PROPOSED BUILDING #4B @ FFE 11.00 8,626 S.F.
PROPOSED BUILDING #4C @ FFE 11.00 4,308 S.F.
PROPOSED BUILDING #4D @ FFE 11.00 17,274 S.F.
PROPOSED BUILDING #4E @ FFE 11.00 17,274 S.F.
LOT 4 157,406 S.F. 3.614 ACRES @ FFE 11.00
BAHIA SOD
FLORIDA EAST COAST RAILROAD
SEAL
TOMOKA COMMERCE PARK–LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA
LANDSCAPE PLAN
SHEET NO. 6
File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #63585 R.L.A. #.6666701
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
NO. | DATE | DESCRIPTION | BY
1 | 8/8/2025 | REVISED | SLB
REVISIONS



1 FLOOR PLAN
1/8" = 1'-0"

TOMOKA / ORMOND COMMERCE PARK| BLDG # 4E & BLDG # 4D CONCEPTUAL FLOOR PLAN

8 May 2025

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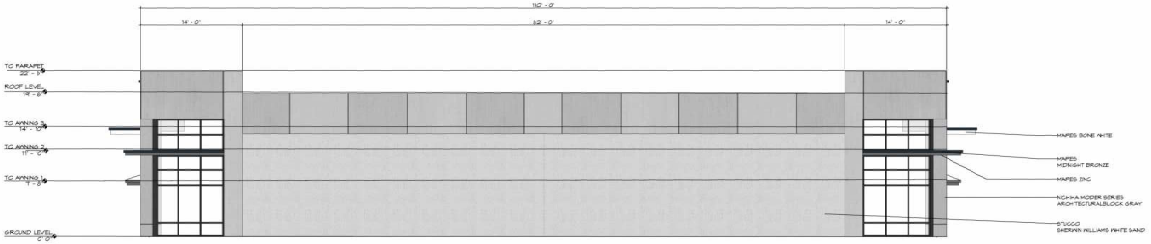
Davenport Consulting Group
architecture • design • planning

1 FRONT ELEVATION
1/8" = 1'-0"

2 BACK ELEVATION
1/8" = 1'-0"



3 LEFT & RIGHT ELEVATION
1/8" = 1'-0"

NICHIHA VINTAGE WOOD SERIES SPRUCE
LRV : 52
PERCENTAGE OF USE: 7.56%

MAPES BONE WHITE
LRV : N/A
PERCENTAGE OF USE: 1.35%

NICHIHA MODERN SERIES ARCHITECTURALBLOCK GRAY
LRV : 52
PERCENTAGE OF USE: 28.64%

SHERWIN WILLIAMS SW 9582 WHITE SAND
LRV : 84
PERCENTAGE OF USE: 59.30%

MAPES ZINC
LRV : N/A
PERCENTAGE OF USE: 0.49%

SHERWIN WILLIAMS SW 7625 MOUNT ETNA
LRV : 6
PERCENTAGE OF USE: 0.90%

MAPES MIDNIGHT BRONZE
LRV : N/A
PERCENTAGE OF USE: 1.36%

TOMOKA / ORMOND COMMERCE PARK | BLDG #4E & 4D CONCEPTUAL ELEVATION

24 JULY 2025 |

Davenport Consulting Group
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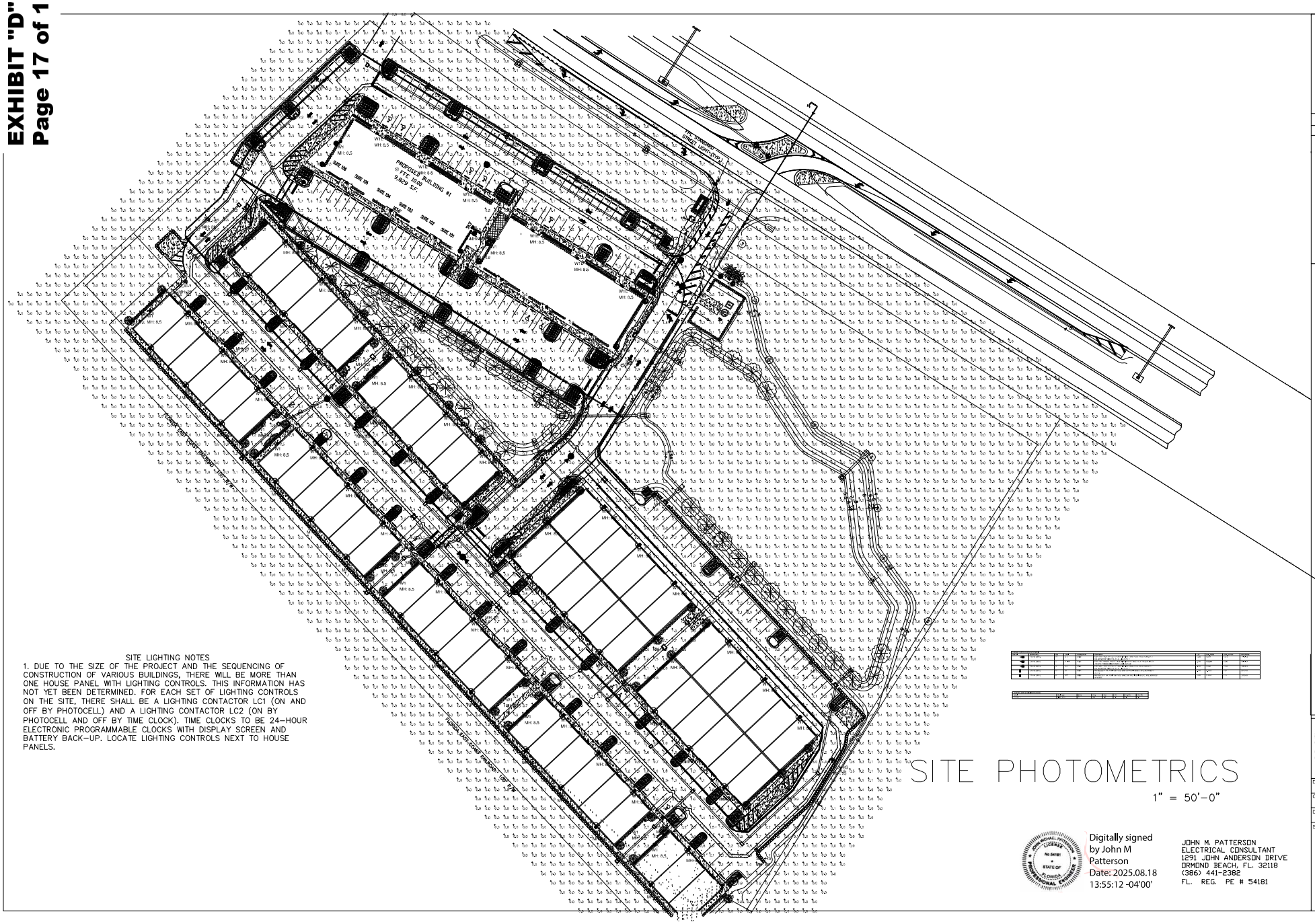

SITE LIGHTING NOTES

1. DUE TO THE SIZE OF THE PROJECT AND THE SEQUENCING OF CONSTRUCTION OF VARIOUS BUILDINGS, THERE WILL BE MORE THAN ONE HOUSE PANEL WITH LIGHTING CONTROLS. THIS INFORMATION HAS NOT YET BEEN DETERMINED. FOR EACH SET OF LIGHTING CONTROLS ON THE SITE, THERE SHALL BE A LIGHTING CONTACTOR LC1 (ON AND OFF BY PHOTOCELL) AND A LIGHTING CONTACTOR LC2 (ON BY PHOTOCELL AND OFF BY TIME CLOCK). TIME CLOCKS TO BE 24-HOUR ELECTRONIC PROGRAMMABLE CLOCKS WITH DISPLAY SCREEN AND BATTERY BACK-UP. LOCATE LIGHTING CONTROLS NEXT TO HOUSE PANELS.

SITE PHOTOMETRICS

1" = 50'-0"

Digitally signed by John M Patterson
Date: 2025.08.18 13:55:12 -04'00'

JOHN M. PATTERSON
ELECTRICAL CONSULTANT
1291 JOHN ANDERSON DRIVE
ORMOND BEACH, FL. 32118
(386) 441-2382
FL. REG. PE # 54181

REVISIONS

DATE	DESCRIPTION
△ 6-18-25	FIXTURE LOCATIONS

Tomoka Commerce
Site Photometrics
for 890 N. U.S. 1 LLC
890 N. U.S. Highway 1, Ormond Beach

DATE 06-02-25
COMM. NO.
DRAWN BY JMP
SHEET E1P of 2

PLANNING BOARD STAFF REPORT
Planned Business Development (PBD) Amendment
Issuance of a Development Order
Tomoka Commerce Park
Project Number: PZ-2025-165

SITE PLAN REVIEW COMMITTEE DETERMINATION DATE:	November 19, 2025
PLANNING BOARD DATE:	December 11, 2025
TENTATIVE CITY COMMISSION DATE:	January 20, 2026 (1st reading) February 3, 2026 (2nd reading)
APPLICANT:	Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC
PROPERTY OWNER:	890 North US Highway 1, LLC
LOCATION:	890 North U.S. Highway 1
REQUEST:	Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park as a Planned Business Development.
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park. The property is located at 890 North U.S. Highway 1. The master development plan proposes eleven (11) buildings, totaling approximately 110,270 square feet.

SECTION 2, BACKGROUND:

The 12.48-acre property is designated “General Commercial” on the City’s Future Land Use Map and has a Planned Business Development zoning classification. On October 19, 1999, with Resolution 99-180, the City Commission authorized a Planned Business Development overlay consisting of seven (7) separate buildings totaling 103,200 square feet. The approval stated that the project sought to accommodate a variety of uses permitted in the B-8, Commercial, and I-1, Light Industrial zoning districts to expand the marketability of the tenant spaces. The project allocated 41,280 square feet for office/commercial uses. The project was not constructed, and the approval expired.

On February 20, 2007, with Ordinance 2027-04, the City Commission authorized a zoning map amendment to Planned Business Development and the issuance of a development order for the Root Commerce Park. The project was approved for the construction of a business park consisting of five office/warehouse buildings in two phases, totaling 99,000 square feet. The project included a mixture of uses from the B-8, Commercial, and I-1, Light Industrial zoning districts, including 49,200 square feet of commercial uses and 49,800 square feet of warehouse uses. The project was not constructed, and the approval expired.

The project is undergoing permitting for issuance of a development order, as the development order approved under ordinance 2007-04 has expired. The zoning for the property shall remain as PBD, Planned Business Development. The development order seeks approval for a mixture of office, commercial, and warehousing uses within eleven (11) buildings totaling 110,270 square feet. The issuance of the development order will be acted upon by the City Commission after review and recommendation by the Planning Board.

The project has submitted the following applications: (1) preliminary plat, (2) issuance of a development order, (3) site plan approvals for lots one through four. The project has been reviewed by the Site Plan Review Committee, and there are outstanding comments for each application (see Attachment 1). Final action by the Site Plan Review Committee would occur if the City Commission approved the issuance of a development order for a Planned Business Development amendment.

SECTION 3, ANALYSIS: The site is designated “General Commercial” on the City’s Future Land Use Map and has a Planned Business Development zoning classification. Project maps are included in Attachment 2.

The following exhibit shows the surrounding land uses and zoning:

EXHIBIT 1: Surrounding land uses and zoning:

	Current Land Uses	Future Land Use Designation	Zoning
North	Commercial	"General Commercial"	B-8, Commercial
South	Vacant Commercial	"General Commercial"	B-8, Commercial
East	Vacant	"General Commercial" & "Open Space/Conservation"	B-8, Commercial & Special Environmental
West	Across Railroad, Residential	"Low-Density Residential"	R-2, Single-Family Low Density

Key project attributes of the project include:

1. The total project size is 12.48 acres.
2. The following exhibit shows the lots, buildings, uses, and parking requirements:

EXHIBIT 2: Lot, building, use and parking information:

Lot	Building	Site Plan Number	Building Square Footage	Uses	Parking Required	Parking Provided
1	1	1	9,829	Office/Commercial	49	77
2	2	2	9,829	Office/Commercial	49	54
3	3	3A	8,626	Office Warehouse, Boat, RV Storage, Mini Warehouses, Light Industrial	72	80
	4	3B	8,626			
	5	3C	8,626			
	6	3D	8,626			
4	7	4A	8,626	Office Warehouse, Boat, RV Storage, Mini Warehouses, Light Industrial	117	127
	8	4B	8,626			
	9	4C	4,308			
	10	4D	17,274			
	11	4E	17,274			
TOTALS:			**110,270**		**287**	**338**

3. Attachment 3 includes a Traffic Impact Analysis prepared by LTG, Inc. The traffic impacts have been reviewed by the Florida Department of Transportation and the County of Volusia. The project has been designed with a center "in-only" drive aisle from North U.S. Highway 1 and a north "out-only" drive aisle. The site plan (Attachment 7) shows a deceleration lane for the entrance along southbound North U.S. Highway 1 traffic. The median within the North U.S. Highway 1 right-of-way is shown as a bi-directional median, allowing left-hand turns for northbound North U.S. Highway 1 traffic and a U-turn for southbound North U.S. Highway 1 traffic.

Table 4.1 of the Traffic Impact Analysis shows (1) 1,242 gross daily trips, (2) 61 gross am peak hour trips, and (3) 146 pm peak hour trips. Table 4.2 of the Traffic Impact Analysis shows (1) 61 net am peak-hour trips and (3) 94 net pm peak-hour trips.

4. Attachment 4 includes (1) Statewide Environmental Resource Permit Support Document, (2) St. Johns River Water Management District technical staff report, (3) St. Johns River Water Management District permit. The property contains three (3) wetland areas and one area of surface water as follows:

   - Wetland A – 1.02 acres, no impacts proposed.
   - Wetland B – 0.44 acres, isolated less than 0.5 acres, 0.44 proposed to be impacted.
   - Wetland C – 0.03 acres, isolated less than 0.5 acres, 0.03 proposed to be impacted.
   - Surface water – 0.09 acres, 0.8 proposed to be impacted.

EXHIBIT 3: Wetland and Surface Waters Exhibit from Statewide Environmental Resource Permit Support Document:

The St. Johns River Water Management District technical staff report states that the applicant proposes to mitigate the impacts to the wetlands by purchasing 0.25 freshwater forested credits through Farmton North Mitigation Bank.

5. Attachment 5 provides for the allowed uses within the project. The project uses were discussed at the November 19, 2025, Site Plan Review Committee determination meeting. Staff reviewed the applicant's list and provided recommendations of uses that would not be appropriate for lots 1 and 2 which the applicant has accepted. For lots 3 and 4, the uses are as follows:
   a. Business Warehouse defined as:

      Warehouse, business, means a use which is predominantly intended for storage, but may contain an area for an office and/or assembly of products primarily related to building supplies and equipment, including, but not limited to, plumbing, air conditioning, roofing, flooring, glazing and the like, provided that no manufacturing, retail sales or customer dropoff/pickup repair services are conducted. Each business unit within a structure must have adequate bathroom facilities, direct access to an interior loading area and a separate pedestrian entryway. Such establishments also include those advertised, either on-site or off-site, as a home improvement warehouse.

   b. Warehouse, mini-rental defined as:

      Warehouse, mini-rental, means a completely enclosed building that contains individual compartments or stalls for storage. Sales of goods or any other business activity shall not be permitted on the premises.

   c. Boat and RV storage to only be allowed inside a building.

   d. Industrial, Light defined as:

      Industrial uses, light, means a use engaged in the manufacture, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and warehousing and distribution of such products, but excluding basic industrial processing. All manufacturing activities and associated equipment and storage occur inside a completely enclosed building, unless otherwise authorized by the city on a limited basis through a special use permit, special exception, or development agreement.

6. Attachment 6 provides the preliminary plat for the project. The plat is required to be reviewed and acted upon by the Site Plan Review Committee. The plat includes:
   a. Lot 1 area = 1.53 acres.
   b. Lot 2 area = 1.16 acres.
   c. Lot 3 area = 2.45 acres.
   d. Lot 4 area = 3.64 acres.
   e. A 36'-landscape buffer along North U.S. Highway 1.
   f. Tree preservation easement within the wetland area along North U.S. Highway 1.
   g. Parcel A is a 50' by 50'-public lift station.

h. Access, maintenance, drainage, and utility easement.

7. Attachment 7 provides the Planned Business Development site plan information. Key project details include:

   a. The project provides a 36'-Greenbelt and Gateway Preservation natural buffer along North U.S. Highway 1.

   b. Access to the project is through a one-way only entrance off North U.S. Highway 1.

   c. The project exit is a one-way only exit along the north property boundary.

   d. Two-way access is designed for internal movement to the project.

   e. The project will provide improvements within the North U.S. Highway 1 as required by the Florida Department of Transportation, including a bi-directional median and a deceleration lane.

   f. The project would construct a public lift station to provide sewer services to the four lots within a 50' by 50'-tract.

   g. The project would connect to the existing 12"-water main within the North U.S. Highway 1 and provide a water main internal to the site or fire protection and potable water services.

   h. A re-use line is available and will provide irrigation to the four-lot commercial subdivision.

   i. A site lighting and photometric plan has been provided and is included in Attachment 7.

   j. Attachment 7 includes tree removal, tree preservation, and a landscape plan. The project has provided a historic tree review from Don Spence, Ph.D., Board Certified Master Arborist. The review concludes that there are three (3) healthy historic live oak trees on-site to be preserved. One historic live oak tree is to be removed due to disease and decline. If approved, a final landscape plan would be required.

   k. Building elevations have been provided within Attachment 7. The project architect has provided a summary of the building elevations. The architect's summary states, "The architectural design for Tomoka Commerce has been developed with the Neo-Eclectic architectural style in mind, consistent with Section 3-73 of the Land Development Code. This style supports clean, modern forms with flexible massing, material variety, and simplicity of detailing, aligning with the City's goals for quality and compatibility." The letter states that the buildings provide:

      - Façade articulation through material transitions, reveals, and storefront variations.
      - Primary exterior materials, including stucco finishes, architectural metal accents, and aluminum storefront glazing.

- Earth-toned color palette with selective use of muted accent colors to maintain visual harmony with the surrounding area.
- Parapet roof treatments with horizontal modulation to vary rooflines and break down the overall building mass.
- Architectural screening of rooftop mechanical equipment.

8. Attachment 7 provides a deviation and benefits letter that includes:
   a. Deviation: Land Development Code Section 3-05(c)(10) and Section 3-05(c)(16) to delete the building foundation planting requirement on Lot 3 and Lot 4 buildings. The applicant states that these areas are screened at the west property line by a 20-foot perimeter natural vegetation landscape buffer and a continuous hedge adjacent to the railroad tracks.
   b. Deviation: Land Development Code Section 3-06(d) to delete lot interior perimeter landscape buffer requirements between lots in the subdivision. Lot 1 and Lot 2 share a lot line that includes driving lanes, parking, loading zone, and optional outside restaurant seating. Exterior perimeter buffers are proposed at project perimeter at Lot 1 and 3 and Lot 2 and 3, includes a continuous hedge, and abut common area stormwater dry retention areas with proposed trees. The Lot 3 and 4 interior lot line abut tract “A” common area and include a 2-way driveway, sidewalk, parking, and loading zones.
   c. Public Benefit: Includes convenient shopping, restaurants, office, manufacturing, light industrial, and inside boat / RV storage. The project will reduce driving time for a number of nearby residences to various commercial businesses.
   d. Public Benefit: The currently vacant parcel improvements will support the City of Ormond Beach tax base and will pay water sewer impact fees and usage fees. The development will also provide employment / jobs for Ormond Beach residents.
   e. Public Benefit: The FDOT / US-1 improvements provide southbound US-1 with a U-turn opportunity north of Nova Road, as the Nova Road intersection does not allow southbound U-turns.
   f. Public Benefit: The dry retention master stormwater treatment system has filtration underdrains that provide stormwater discharge nutrient removal prior to overflow discharge into the FDOT US-1 right-of-way.
   g. Public Benefit: Increase natural preservation from the required 15% of the site to 20% of the site.
9. Attachment 8 provides the site plan submittals for lots 1 through 4.
10. Each lot will include a monument sign that is a maximum copy area of 64-square-feet and a maximum height of eight (8’) feet. The project will also include internal directional signage that is not visible from North U.S. Highway 1 and will abide by the Land Development Code directional signage requirements.
11. Wall signage will abide by the Land Development Code requirements.

12. The property is located within flood zone “X” and “AE.” The flood zone “AE” is located where the wetland abutting North U.S. Highway 1 is located.

The project conducted a neighborhood meeting on November 12, 2025. The applicant has provided a summary in Attachment 8. Key items discussed at the neighborhood meeting included:

1. Traffic. Items discussed included site access, improvements within the North U.S. Highway 1 roadway, and the project’s proportionate fair share agreement for traffic impacts.
2. Endangered species. Questions were discussed regarding gopher tortoise impacts, habitat loss, and impacts on bears.
3. Concern over the loss of green space.
4. Flooding. Concern was expressed regarding flooding within the city. Discussion occurred regarding whether this development would cause additional flooding in the city.
5. Uses. Discussion occurred regarding the proposed uses. There were questions on the industrial uses and how certain uses would be prohibited.
6. Zoning. There was a discussion on why the rezoning was needed.
7. Needs assessment. There was a discussion about whether a needs assessment had been conducted and whether these uses were necessary.
8. The abutting property requested that the project coordinate development to allow access to their property, which has wetlands along the road frontage.
9. A discussion of the interface of the rear of the project with the railroad tracks, with residential located further to the west. The project team detailed that the buildings had limited access to the rear and that no noise-creating activities would occur in the rear portion of the property.

SECTION 4: SITE PLAN REVIEW COMMITTEE DETERMINATION MEETING:

The Site Plan Review Committee conducted a determination meeting on November 19, 2025, and recommended the following:

1. Approval of the proposed uses within Attachment 5. The Site Plan Review Committee determination meeting was utilized to discuss and clarify project uses.
2. Approval of deviation request regarding Land Development Code Section 3-05(c)(10) and Section 3-05(c)(16) to delete the building foundation planting requirement on Lot 3 and Lot 4 buildings based on the warehouse uses.
3. Approval of deviation request regarding Land Development Code Section 3-06(d) to delete lot interior perimeter landscape buffer requirements between lots in the subdivision. Lot 1 and Lot 2 share a lot line that includes driving lanes, parking, loading zone, and optional outside restaurant seating. Exterior perimeter buffers are proposed at the project perimeter at Lot 1 and 3 and Lot 2 and 3, includes a continuous hedge, and abut common area stormwater dry retention areas with proposed trees.

4. Approval of the issuance of a development order, subject to the resolution of all outstanding Site Plan Review Committee comments.
5. Approval of the individual lot site plans (Attachment 8) that are a part of the issuance of the development order. The site plans for these lots cannot be approved until the City Commission acts on the issuance of the development order.
6. Approval of the preliminary plat (Attachment 6) for a four-lot commercial subdivision and associated site improvements.

SECTION 5: PLANNED DEVELOPMENT CRITERIA:

According to Chapter 2, Article II, Section 2-36 of the Land Development Code, the purpose of the Planned Business Development zoning district:

> "is to establish regulatory standards for controlling the location of comprehensively planned business centers accessible to arterial roadways. The PBD is intended to incorporate a flexible management policy that includes urban design amenities, such as streetscape improvements, and to foster innovative master planning in the design and development of commercial centers. The PBD district provides a diversified mix of permitted, conditional, and special land uses and higher standards of land planning and site design than are available under conventional zoning categories."

One goal of the Planned Business Development is to "provide for a coherent and visually attractive physical environment through the creation of focal points and vistas, as well as coordination and consistency of architectural styles, landscaping designs, and other elements of the building environment."

In considering an application for a Planned Business Development, the Planning Board may recommend to approve, approve with conditions, or disapprove on the extent to which the development offers site amenities above that are normally found for permitted uses in the district with regard to the following:

a) Building form, architecture, and appropriateness of materials with regard to long-term maintenance, relation to the surrounding neighborhood, and aesthetics. Architectural drawings shall be approved as part of the Development Order and adhered to in all development phases.

The proposed buildings utilizes the neo-eclectic architectural style, as allowed by the Land Development Code. The buildings and proposed use represent a significant investment in the North U.S. Highway 1 corridor. The building elevations are included in Attachment 7.

b) Landscaping and related site amenities.

The project has provided landscape plans (Attachment 7) that have been determined to be consistent with Land Development Code requirements (with the resolution of the outstanding comments), as allowed under the Planned Development zoning designation.

c) Mitigation of off-site impacts.

The project is within a commercial portion North U.S. Highway 1. The rear property

line abuts the railroad, with residential uses located further west in Tomoka Oaks. The building design in lots 3 and 4 has limited uses abutting the railroad. The neighborhood meeting identified an overall concern with flooding within the city, and this project's impact. The project's stormwater management system has been reviewed by St. Johns River Water Management District and Professional Engineers on the Site Plan Review Committee. The drainage plans and stormwater report demonstrate compliance with Land Development Code regulations and that the stormwater management system will have post-development discharge less than the pre-development condition.

d) Overall lighting plan, particularly in relation to aesthetics and glare reduction.

The project will provide a lighting plan (Attachment 7) that is acceptable and consistent with the Land Development Code.

e) Overall signage plans, particularly in relation to aesthetics and readability.

The project signage has been shown on the site plans and related exhibits (see Attachment 7). The signage complies with the Land Development Code standards.

SECTION 6, CRITERIA FOR APPROVAL: Certain criteria must be evaluated before a Planned Business Development amendment can be approved. According to Chapter 1, Article II, Section 1-15(e)(1-10) of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. The proposed development conforms to the standards and requirements of this Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare, or quality of life.

The proposed development complies with the Land Development Code requirements for the Planned Business Development zoning designation. The project site has previously been approved twice for site development with a mixture of commercial and warehousing uses. Based on the lot depth, the warehousing use is appropriate, given the lack of roadway frontage. The proposed uses are similar to past approvals for the property and would not appear to negatively impact surrounding properties. The development will not create undue crowding beyond the conditions normally permitted in the zoning district. The Site Plan Review Committee determined that the public health, safety, welfare, or quality of life would not be adversely affected. The outstanding Site Plan Review Committee (SPRC) comments in Attachment 1 must be resolved by the Applicant before final SPRC approval.

2. The proposed development is consistent with the Comprehensive Plan.

The property is designated as “General Commercial” on the City’s Future Land Use Map (FLUM). The proposed development is consistent with the Comprehensive Plan. Specifically, the Future Land Use Element of the Comprehensive Plan states:

General Commercial (GC)

> Purpose: A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability

of transit. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 32 units per acre.

Maximum FAR: 0.7 (2.0 within the Downtown Community Redevelopment area)

The "General Commercial" land use designation specifically envisions commercial uses. The application also supports the following policies in the Future Land Use Element of the Comprehensive Plan:

Objective 1.2.: Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.

Policy 1.2.6.: New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

The location is appropriate for the uses sought and 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 water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   Attachment 4 includes (1) Statewide Environmental Resource Permit Support Document, (2) St. Johns River Water Management District technical staff report, (3) St. Johns River Water Management District permit. The site development and impacts to wetlands, vegetation, and wildlife were all discussed at the neighborhood meeting. The site plan layout impacts two wetland areas of less than 0.5 acres and preserves the wetland that is over an acre and connected to the property to the south. The Land Development Code allows for the wetland impacts proposed with the site plan. The Site Plan Review Committee determined that the project would not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species, or species of special concern, wellfields, and individual wells.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The proposed project is consistent with the property's land use designation and zoning classification, and the Site Plan Review Committee determined that the project would not depreciate the value of the surrounding property. To the north, there is an existing commercial use, and to the south, a vacant commercial property. To the west is the railroad, and the site design sought to limit noise and other impacts to adjacent residential properties. Across North U.S. Highway 1, the land is owned by the State of Florida as part of the state park.

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.

There are adequate public facilities to serve the proposed development, including 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.**

   Attachment 3 includes a Traffic Impact Analysis prepared by LTG, Inc. The traffic impacts have been reviewed by the Florida Department of Transportation and the County of Volusia. The project has been designed with a center “in-only” drive aisle from North U.S. Highway 1 and a north “out-only” drive aisle. The site plan (Attachment 7) shows a deceleration lane for the entrance along southbound North U.S. Highway 1 traffic. The median within the North U.S. Highway 1 right-of-way is shown as a bi-directional median, allowing left-hand turns for northbound North U.S. Highway 1 traffic and a U-turn for southbound North U.S. Highway 1 traffic.

   Table 4.1 of the Traffic Impact Analysis shows (1) 1,242 gross daily trips, (2) 61 gross am peak hour trips, and (3) 146 pm peak hour trips. Table 4.2 of the Traffic Impact Analysis shows (1) 61 net am peak-hour trips and (3) 94 net pm peak-hour trips.

   State law does not allow the denial of a project based upon traffic impacts. Projects are allowed to mitigate traffic impacts through improvements to the roadway networks and the payment of their proportionate fair share of transportation impacts.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The site plan is functional and provides an aesthetically acceptable landscape plan and building elevations. The traffic plan has been reviewed by the Florida Department of Transportation and Volusia County has reviewed the Traffic Impact Analysis.

8. **The proposed development provides for the safety of occupants and visitors.**

   The proposed development provides for the safety of its occupants and visitors. Pedestrian access has been provided and will enhance the surrounding area.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The building and materials will not adversely affect the area's aesthetics and are designed in the neo-eclectic architectural style. The project is an investment within the North U.S. Highway 1 corridor.

10. **The testimony provided at public hearings.**

    This application has not been heard, and no public testimony has been provided.

SECTION 7, RECOMMENDATION:

The Site Plan Review Committee provided the following recommendations to the Planning Board for the Tomoka Commerce Park for the issuance of a development order for the development of 12.48 acres for a four (4)-lot commercial subdivision with a mixture of uses located at 890 North U.S. Highway 1:

1. Approval of the proposed uses within Attachment 5.
2. Approval of deviation request regarding Land Development Code Section 3-05(c)(10) and Section 3-05(c)(16) to delete the building foundation planting requirement on Lot 3 and Lot 4 buildings based on the warehouse uses.
3. Approval of deviation request regarding Land Development Code Section 3-06(d) to delete lot interior perimeter landscape buffer requirements between lots in the subdivision. Lot 1 and Lot 2 share a lot line that includes driving lanes, parking, loading zone, and optional outside restaurant seating. Exterior perimeter buffers are proposed at the project perimeter at Lot 1 and 3 and Lot 2 and 3, includes a continuous hedge, and abuts common area stormwater dry retention areas with proposed trees.
4. Approval of the issuance of a development order, subject to the resolution of all outstanding Site Plan Review Committee comments.

Attachments:

Attachment 1: Site Plan Review Committee outstanding comments
Attachment 2: Project maps
Attachment 3: Traffic Impact Analysis
Attachment 4: Environmental information
Attachment 5: Permitted Uses
Attachment 6: Preliminary Plat
Attachment 7: Planned Business Development Information
Attachment 8: Site plans for lots 1-4

ATTACHMENT 1

Site Plan Review Committee outstanding comments

Cara Culliver	Show the location of the historic tree, label tree size & type - The area of this tree is 72' foot diameter, show the canopy & provide 36' radius label.	05/30/2025 12:55 pm	#01 - Site Plan - 05-09-2025.pdf	15
Cara Culliver	Provide a Tree Protection/Removal Plan for Entire Development	05/30/2025 12:56 pm	#01 - Site Plan - 05-09-2025.pdf	1
Cara Culliver	- Provide existing tree legend to identify tree type.	05/30/2025 12:57 pm	#01 - Site Plan - 05-09-2025.pdf	4
Cara Culliver	- Provide existing tree legend to identify tree type.	05/30/2025 12:58 pm	#01 - Site Plan - 05-09-2025.pdf	15
Cara Culliver	- Show & label all required landscape buffers on the plat.	05/30/2025 1:07 pm	#01 - Site Plan - 05-09-2025.pdf	6
Cara Culliver	Size not shown for lateral or sleeve	05/30/2025 1:12 pm	#01 - Site Plan - 05-09-2025.pdf	18
Cara Culliver	Tree Barricade to be placed at the dripline	05/30/2025 3:40 pm	#01 - Site Plan - 05-09-2025.pdf	10

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FILES: #00 - Transmittal Letter.pdf
#01 - PDB Exhibit - 08-22-2025.pdf
#02 - Architects Memo with Color Elevations.pdf
#03 - Site Plan Rendering - 08-22-2025.pdf
#04 - Lighting Plan - 08-18-2025.pdf
#05 - Photometric Plan - 08-18-2025.pdf
#06 - Wetland Mitigation Environmental Report.pdf
#07 - SJRWMD ERP Permit.pdf
#08 - SJRWMD Technical Staff Report.pdf
#09 - Auto Turn Analysis - 08-14-2025.pdf
#10 - Proposed Permitted Uses.pdf
#11 - Project Description.pdf
#12 - Waiver and Benefit Letter.pdf
#13 - Draft DCCR of Tomoka Commerce Park POA, Inc..pdf
#14 - Draft Articles of Incorporation of Tomoka Commerce Park POA, Inc..pdf
#15 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Steven Spraker	Planning: Please provide the total height of the light fixture. Per Section 3-68(9)(b)(1) of the Land Development Code, poles and fixtures shall not exceed twenty feet (20') in height above grade.	09/07/2025 8:55 am	#04 - Lighting Plan - 08-18-2025.pdf	1
Steven Spraker	Planning: Section 3-04(a)(3)(a) of the Land Development Code states, "A minimum of fifteen percent (15%) of the total gross area of the site shall be designated for the protection of trees. The area designated for the preservation of protected and specimen trees may be used to satisfy this requirement. The required 15% preservation is 1.872 acres. The site provides 20% and this should be added as a public benefit.	09/07/2025 9:03 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	15%	09/07/2025 9:05 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	12.483 acres X .15% = 1.872 acres	09/07/2025 9:05 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning - Note: neighborhood meeting is required.	09/07/2025 9:09 am	#00 - Transmittal Letter.pdf	6
Steven Spraker	Planning - Note: Traffic Impact Analysis is required.	09/07/2025 9:09 am	#00 - Transmittal Letter.pdf	6
Steven Spraker	Planning - Note: Applicant required to post the property for the Planning Board meeting.	09/07/2025 9:11 am	#00 - Transmittal Letter.pdf	6
Steven Spraker	Planning - Note: GIS staff will work to develop an address plan for review and comments.	09/07/2025 10:09 am	#00 - Transmittal Letter.pdf	5
Steven Spraker	Please see staff recommendations on allowed uses within the attachments folder. The use of allowed uses will be included in the special conditions exhibit in the development order for the project.	09/07/2025 10:13 am	#10 - Proposed Permitted Uses.pdf	1

Steven Spraker	Planning note: Per Section 4-05 of the Land Development Code: Applicants shall respond to SPRC written comments within one hundred eighty (180)calendar days of the issuance date or the project shall be considered withdrawn. All projects that do not respond within the allotted time shall be required to submit a new application and SPRC review fees. Applicants may request a maximum of two (2)ninety (90)-calendar day extensions with a written request to the planning director detailing the reason for the delay in responding to the SPRC comments.	09/07/2025	10:17 am	#00 - Transmittal Letter.pdf	1
Steven Spraker	Planning, note: Project may want to consider another North US 1 sign. There are a lot of tenants and uses. A sign advertising the center may be beneficial. Staff would consider the other signs (not fronting US Highway 1) internal to the site as directional signage established by the planned development	09/07/2025	11:12 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Sarah.Motes	Planning - Note: Applicant is required to post the property for the neighborhood meeting.	09/09/2025	8:33 pm	#00 - Transmittal Letter.pdf	5
Cara Culliver	Please remove all buffer calculations as these are show on the individual lot plans	09/15/2025	1:32 pm	#01 - PDB Exhibit - 08-22-2025.pdf	1
Cara Culliver	Total Acres = 1.99 Ac & not 2.52 Ac	09/15/2025	1:42 pm	#01 - PDB Exhibit - 08-22-2025.pdf	1
Sarah.Motes	Signage note should be updated to show 5-foot setback from the P/L and that separate permit will be needed	09/15/2025	5:52 pm	#01 - PDB Exhibit - 08-22-2025.pdf	1
Sarah.Motes	Modify pole height to be 20' from grade to peak of fixture or shorter.	09/15/2025	6:11 pm	#04 - Lighting Plan - 08-18-2025.pdf	1
Sarah.Motes	These three (3) interior informational signs would be identified as directional signage and shall be designed in accordance with Section 3-47(F). They require a max height of 7' and 32sf copy area. A uniform sign plan is required.	09/15/2025	6:20 pm	#11 - Project Description.pdf	2

Cara Culliver	All natural buffer shall be shown on the tree preservation plan, this area wasn't identified.	05/30/2025	2:00 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	4'-11 1/2"	05/30/2025	2:03 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Shade tree circle need to be shown at 20' circle diameter	05/30/2025	2:05 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	5'-1/4"	05/30/2025	2:06 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Not enough room for LL, place them along the side of the bldg.	05/30/2025	2:06 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Add ground cover in from of shrubs	05/30/2025	2:07 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Place hedge along property line	05/30/2025	2:11 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	- Label all lawn areas with lawn type. - Provide height and spread for all plant materials. - PM spacing shall be 24" on center due to narrow habit.	05/30/2025	2:14 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Not Shown	05/30/2025	2:16 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Provide the location on chart	05/30/2025	2:16 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Provide sleeve & size	05/30/2025	2:17 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	Provide sleeve & size	05/30/2025	2:18 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	Irrigation needs to be on Lot 1, revise	05/30/2025	2:18 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	100% coverage & 50% overlap, revise (numerous places)	05/30/2025	2:19 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	Tree Barricade needs to be shown at the dripline (Typ.)	05/30/2025	3:22 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Noel Eaton	Note: The LDC allows for tenants spaces with 30 linear feet or less, 1 square foot of signage for every 1 linear foot. These units appear to be 26-28 LF which would allow 26-28 square feet of wall signage. Note: signs require separate permits	05/30/2025	5:17 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf	2
Noel Eaton	Provide a list of building attributes along with paint color swatches. List the chosen architectural style for the buildings. LDC 3-69	05/30/2025	5:27 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf	2

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FILES: #00 - Transmittal letter - 08-27-25.pdf
#01 - Site Plan Lot 1 - 05-08-2025.pdf
#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf
#03 - PDB Exhibit - 08-22-2025.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#06 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Steven Spraker	Planning, note: Please comments in the PBD zoning project.	09/07/2025	5:11 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning, note: Project requires City Commission approval	09/07/2025	5:13 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Peter Youssef	The structure data shows 15" pipe while the plan shows 18" pipe. Please clarify and revise for consistency.	09/08/2025	7:22 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Please clarify the connecting pipe diameter is it 18" or 24"?	09/08/2025	7:36 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/08/2025	7:52 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Provide secondary storm sewer calculations showing the 10-year/24-hour storm hydraulic grade line (HGL) to be at least 6 inches below the proposed inlet or gutter elevation (TC).	09/08/2025	7:56 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Most of the structure widths seem to be undersized. Please ensure that the structure wall width can accommodate the pipe diameter. Check the recommended FDOT minimum structure side size for a single pipe. (TYP)	09/08/2025	8:43 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5

Peter Youssef	Please ensure that the structure wall width can accommodate the 23? width pipe. Check the recommended FDOT minimum structure side size for a single pipe.	09/08/2025	9:02 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Show the concrete wash area location and provide detail	09/08/2025	9:08 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Peter Youssef	Check proposed pipe invert to top of inlet structure (TC) for minimum clearances per FDOT Storm Drain Handbook. This is to ensure that the outside of the pipe (top) does not encroach into the inlet top of the slab concrete section. For example, storm structures 1-8 have clearance of 2.25 feet for 24? RCP from the invert to the inlet top. But on the FDOT minimum clearance table, the recommended distance is 4.7 feet for 24? RCP. Thus, the pipe will encroach into the inlet top of the slab concrete section and may affect structural integrity. Check all storm structures for clearances per the FDOT Storm Drain Handbook. Revise plans as needed.	09/08/2025	9:24 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Will there be a wetland impact for this project? Please discuss and provide the wetland impact exhibit and environmental report.	09/08/2025	9:34 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	2
Peter Youssef	For pond # A2 in project # SPRC-2025-000063, the Plans show the TOB elevation at 8.0□, which is lower than the 25Yrs/24 hrs and the 100 Yrs/24 hrs maximum stage of 8.16□ and 8.42□ respectively. Please revise plans to maintain 12? above the 100 -year/24-hour maximum stage elevation for all ponds.	09/09/2025	12:56 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	General comment: add road termination barricades to match the phasing plan for all lots.	09/09/2025	1:33 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Peter Youssef	General comment: add road termination barricades to match the phasing plan for all lots (TYP).	09/09/2025	1:35 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	6
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025	1:36 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	1:48 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Stormwater shop drawings to be provided for approval prior to the pre-construction meeting.	09/09/2025	2:12 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Cara Culliver	Only show trees to remain, please revise.	09/11/2025	6:25 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Cara Culliver	The Infrastructure plans sheet 2A show the saved & removed trees; these trees are to remain per those plans, please remove the "X" marks.	09/11/2025	6:25 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Cara Culliver	D Trees are missing on the legend, please correct	09/11/2025	6:27 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Cara Culliver	The Greenbelt is 36' foot	09/11/2025	6:30 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	252'-0"	09/11/2025	6:31 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	- The buffer length is 252' Subtract 36' buffer = 216' = 4 trees, 43 shrubs & 43 ground covers, please correct. - This buffer is showing zero trees & 4 are required. - The shrubs & ground cover is being met by the natural vegetation, please state this.	09/11/2025	6:32 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Reference the Infrastructure Plans Sheet 7 for parking lot plantings	09/11/2025	6:40 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	66, 834 SF	09/11/2025	6:59 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Landscape Area = 23,871/400 = 60 Required Trees (66,834 SF Total Lot 1 SF Subtract 33,134 SF Impervious & Subt. Bldg SF 9,829 SF = 23,871 Landscape Area); Show Math	09/11/2025	7:00 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7

Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/11/2025	7:04 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Total Lot 1 Impervious Parking lot = 31,552 SF (See Civil Cover Sheet)	09/11/2025	7:15 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	31,552 SF (x) 10% = 3,155 SF Required	09/11/2025	7:17 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	You would include these landscape islands as they are part of Lot 1; Show there SF's.	09/11/2025	7:19 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	- All trees need to be 10' height & 2.5" caliper, however multi-trunked trees Wax Myrtle need to be 6" combined caliper, please revise. - IV & RI height would be 18".	09/11/2025	7:28 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Remove the VS & use all SA	09/11/2025	7:31 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	5'-8"	09/11/2025	7:32 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Plant ground covers in front of the shrubs	09/11/2025	7:32 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/11/2025	7:34 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Use the 'Select' cultivar	09/11/2025	7:39 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Note, all irrigation parts to be Lavender	09/11/2025	7:41 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Check water source; 2" irrigation valve	09/11/2025	7:43 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Would have end strips along dumpster to irrigate hedge	09/11/2025	7:44 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	3:28 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Shift trees due to light poles	09/12/2025	3:29 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:44 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	2
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:45 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf	3
David	Civil-Based on this plan, it appears that Lot 2 will be constructed prior to the construction of Lot 1. Provide Phase plan for construction.	09/16/2025	3:19 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
David	Civil-It appears that Lot 2 will be constructed prior to lot 1, will the drive aisle within the rear parking area need to be constructed with Lot 2 to provide access to the exit drive? Will the Dumpster Enclosure be constructed with Lot 2 ?	09/16/2025	3:29 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5

Cara Culliver	6,184.06/200 = 31 Req Trees (Show calculation this way) - Need to enhance buffer to meet the (31) Required Trees - 75% of GB trees to be native	05/30/2025	2:28 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscape Buffer Required; Show requirements & how it's being met	05/30/2025	2:32 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscape Buffer required	05/30/2025	2:32 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	- See Lot 1 for the same irrigation comments.	05/30/2025	2:36 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	9
Cara Culliver	- See Lot 1 for the same irrigation comments.	05/30/2025	2:36 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	Silt fence needs to be placed at tree dripline, revise	05/30/2025	3:17 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Noel Eaton	Signage requies seperate permit	05/30/2025	6:33 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf	2
Noel Eaton	Please list chosen architectural style of Section 3-69 and the contributing attributes	05/30/2025	6:33 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf	2

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal Letter - 08-27-25.pdf
#01 - Site Plan Lot 2 - 05-07-2025.pdf
#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf
#03 - PDB Exhibit - 08-22-2025.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#06 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Steven Spraker	Please see comment within the PBD project.	09/07/2025	5:27 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Peter Youssef	Will there be a wetland impact for this project? Please discuss and provide the wetland impact exhibit and environmental report.	09/09/2025	2:19 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	2
Peter Youssef	Will there be a change in grades for the area between the curb and the east property line of the property? If so, please provide more grading information.	09/09/2025	2:20 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025	2:25 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Peter Youssef	Show the concrete wash area location and provide detail	09/09/2025	2:27 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Peter Youssef	Provide Road termination barricades	09/09/2025	2:29 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
Peter Youssef	what is that?	09/09/2025	2:32 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
Peter Youssef	Provide lighting plan showing all light pole locations for all lots (TYP)	09/09/2025	2:36 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	1
Peter Youssef	Provide secondary storm sewer calculations showing the 10-year/24-hour storm hydraulic grade line (HGL) to be at least 6 inches below the proposed inlet or gutter elevation (TC).	09/09/2025	2:40 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5
Peter Youssef	For pond # A2 in project # SPRC-2025-000063, the Plans show the TOB elevation at 8.0□, which is lower than the 25Yrs/24 hrs and the 100 Yrs/24 hrs maximum stage of 8.16□ and 8.42□ respectively. Please revise plans to maintain 12? above the 100 -year/24-hour maximum stage elevation for all ponds.	09/09/2025	2:46 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/09/2025	2:48 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5

Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	2:49 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5
Peter Youssef	Stormwater shop drawings to be provided for approval prior to the pre-construction meeting.	09/09/2025	2:51 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5
Peter Youssef	General comment: add road termination barricades to match the phasing plan for all lots (TYP).	09/09/2025	2:55 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	6
Peter Youssef	Please consider the typical comments provided in Lot's 1 set of plans.	09/09/2025	2:56 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	1
Cara Culliver	50,713, see civil cover sheet	09/12/2025	2:02 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscape area = 17,708 = 44 Trees Req,	09/12/2025	2:03 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/12/2025	2:03 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Total Lot 2 Impervious Parking lot = 19,465 SF (See Civil Cover Sheet)	09/12/2025	2:04 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	19,465 SF (x) 10% = 1,947 SF Required	09/12/2025	2:06 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	You would include these landscape islands as they are part of Lot 2; Show there SF's.	09/12/2025	2:09 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Use the 'Select' cultivar	09/12/2025	2:57 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Caliper & not DBH	09/12/2025	2:57 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	T - Trees Missing Legend	09/12/2025	2:58 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Plant ground covers in front of the shrubs	09/12/2025	3:11 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	3:11 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Extend landscaping for seating area	09/12/2025	3:13 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Screen all A/C units; 24" hgt. evergreen hedge	09/12/2025	3:14 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Tree conflict with light pole	09/12/2025	3:15 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Note, all irrigation parts to be Lavender	09/12/2025	3:20 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	Check water source; 2" irrigation valve	09/12/2025	3:20 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	3:21 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	3:22 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	9
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:48 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	2
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:48 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf	3
David	1	09/16/2025	3:37 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
David	Civil-It appears that Lot 2 will be constructed prior to Lot 1, will the drive aisle for Lot 1 be constructed to allow access to the exit drive? Will the Dumpster enclosure be constucted with the initial phase? Show the turn exhibit for access to the loading zone both with and without pavement in Lot 1.	09/16/2025	3:37 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4

Cara Culliver	- If these parcels are stand alone they require landscape buffers on all sides of the property boundary. - Please review the new landscape code that was adopted on 02/04/25 & is available in municode.com. - Please provide a required tree chart showing the calculations in 2 ways, 1 tree per 1,500 SF & 1 tree per 400 SF of landscape area. - All parking island trees needs to be 3.5" caliper minimum. - 75% of the required trees shall be native shade trees. 50% of the required shrubs/ground covers shall be native. - Provide an existing tree legend. - Trees in landscape buffers are required every 50' lineal feet. - Bold the property line - SEE COMMENTS FROM LOT 1 & 2. - LL is Ligustrum japonicum & PM is macrophyllus (See comments on Overall Submittal). - Height & spread for all plant materials. - Shade trees to be shown with a 20' diameter circle.	05/30/2025	2:43 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	See cover for Impervious Area, Same comments as Lot 1 & 2	05/30/2025	2:43 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	All existing vegetation shall be clouded & SHOWN on the Tree Protection Plan - Small trees between 2"-5.99" inches will need to be surveyed for credit.	05/30/2025	2:44 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Provide Buffer Calculations	05/30/2025	2:48 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Dumpster Needs to be moved here, due to historic Live Oak	05/30/2025	2:54 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	9'-2"	05/30/2025	2:55 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	8'-8"	05/30/2025	2:55 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	Landscape islands shall be 10' width, please reivse	05/30/2025	2:56 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	- See previous comments made for Lots 1 & 2.	05/30/2025	3:01 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	9
Cara Culliver	- See previous comments made for Lots 1 & 2.	05/30/2025	3:02 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10
Cara Culliver	- Show the location of the historic tree	05/30/2025	3:03 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	Reference Tree Barricade on Sheet ??	05/30/2025	3:05 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Steven Spraker	OLD	08/27/2025	11:21 pm	#05 - Letter of Authorization.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#00 - Transmittal Letter.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 3, 4 - 05-08-2025.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#08 - Permit Summary.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#07 - Quit Claim Deed.pdf	1

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal Letter - 08-27-25.pdf
#00 - Transmittal Letter.pdf
#01 - Site Plan Lot 3 - 05-06-2025.pdf
#02 - Architects Memo with Color Elevations.pdf
#02 - Proposed Colored Building Elevations and Floor Plans Lots 3, 4 - 05-08-2025.pdf
#03 - PDB Exhibit - 08-22-2025.pdf

#03 - Site Plan Review Application Lot 3.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#04 - Property Appraiser.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#05 - Letter of Authorization.pdf
#06 - Permit Summary List.pdf
#06 - Sunbiz Report.pdf
#07 - Quit Claim Deed.pdf
#08 - Permit Summary.pdf
Doc1.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Steven Spraker	OLD	08/27/2025 11:21 pm	#05 - Letter of Authorization.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#00 - Transmittal Letter.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 3, 4 - 05-08-2025.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#08 - Permit Summary.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#07 - Quit Claim Deed.pdf	1
Ken Gaines	NFPA-1, Chapter-13.3.2.26.5 Mini-Storage Building. An automatic sprinkler system shall be installed throughout all mini-storage buildings greater than 2500 ft2 (232 m2) and where any of the individual storage units are separated by less than a 1-hour fire-resistance–rated barrier.	08/29/2025 8:28 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4
Ken Gaines	If any of these building fall within the parameters of NFPA-1, Chapter-13 or any other code that is applicable to the occupant, the building will have to protected by a fire sprinkler system regardless the date after construction. I will accept your recommendation of extending a wet horizontal standpipe to the rear of building 3A & B until such time as other fire codes prevail. This standpipe will have to installed based on NFPA-14 standards for vertical standpipe systems.	08/29/2025 8:31 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4
Steven Spraker	Site plan requires approval of the PBD amendment.	09/07/2025 5:41 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Please see comment on the PBD zoning file.	09/07/2025 5:42 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning - This sheet is for buildings 1 and 2 and does not appear to be applicable to the Lot 3 building.	09/07/2025 5:56 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	1
Peter Youssef	Please consider the typical comments provided in Lot's 1 set of plans.	09/09/2025 3:03 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	1
Peter Youssef	Show the concrete wash area location and provide detail	09/09/2025 3:08 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025 3:08 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Peter Youssef	Check the North Arrow Direction (TYP)	09/09/2025 3:10 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/09/2025 3:30 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Peter Youssef	The structure label doesn't show the structure's diameter. Please show the diameter and ensure that the structure can accommodate the connecting pipes. Check the recommended FDOT minimum structure size. (TYP)	09/09/2025 3:31 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Peter Youssef	Stormwater shop drawings to be provided for approval prior to the pre-construction meeting.	09/09/2025 3:42 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Peter Youssef	Provide secondary storm sewer calculations showing the 10-year/24-hour storm hydraulic grade line (HGL) to be at least 6 inches below the proposed inlet or gutter elevation (TC).	09/09/2025 3:42 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5

Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	3:48 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	The (2) 12" oak & D 11" are missing, see last submittal, these trees were here	09/12/2025	3:33 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Cara Culliver	Move silt fence at drip line of 19" Oak	09/12/2025	3:34 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Cara Culliver	9'-2 1/2"	09/12/2025	3:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	8'-8"	09/12/2025	3:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	Per previous comments all landscape islands need to be 10' foot width	09/12/2025	3:37 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	452'-3/4"	09/12/2025	3:39 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	- Buffer not meeting tree requirement, note is not sufficient - Show on the chart how your meeting each requirement (show the provided information)	09/12/2025	3:41 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Please add back the 37" LO as and relocate the dumpster per previous comment on 05/30/25.	09/12/2025	3:43 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Dumpster needs to move due to 37" LO	09/12/2025	3:46 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Requirement may be deficient	09/12/2025	6:27 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/12/2025	6:30 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Total Lot 3 Impervious Parking lot = 24,633 SF (See Civil Cover Sheet)	09/12/2025	6:32 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	24,633 SF (x) 10% = 2,463 SF Required (Show Math)	09/12/2025	6:35 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	2,532 SF	09/12/2025	6:38 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	A 5' foot landscape area is required between the building & sidewalk	09/12/2025	6:45 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	6:46 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	6:47 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Adjust tree from sign	09/12/2025	6:49 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	6:50 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Move hedge along bldg & add ground cover in the front	09/12/2025	6:50 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	229'-1/2"	09/12/2025	6:51 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Note is insufficient; show in chart for how your meeting this requirement, currently deficient	09/12/2025	6:52 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Per previous comment on 05/30/25, provide buffer calculations	09/12/2025	6:56 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscape islands need more than 2 heads, please revise	09/12/2025	7:34 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	9
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	7:35 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	9
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	7:35 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10
Cara Culliver	Check water source; 2" irrigation valve	09/12/2025	7:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10
Cara Culliver	Note, all irrigation parts to be Lavender	09/12/2025	7:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10

Sarah.Motes	Planning - These drawings are for Blds 1 & 2 - Please upload correct elevation Add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	7:20 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	2
Sarah.Motes	Planning - These drawings are for Blds 1 & 2 - Please upload correct elevation Add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	7:22 pm	#02 - Architects Memo with Color Elevations.pdf	3
David	Civil-During construction will the traffic return through this exit? f so, provide a construction entrance to ensure the lack of tracking on the completed asphalt. Care should be taken in the area of the proposed dumpster enclosure and the 37" live oak.	09/18/2025	4:00 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
David	Civil- Is the loading zone location acceptable for all the the suites?	09/18/2025	4:05 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4

Cara Culliver	Tree Barricade & Silt Fence Needs to be at the Dripline	05/30/2025	3:34 pm	#01 - Site Plan Lot 4 - 05-06-2025.pdf	3

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal Letter - 08-27-25 (1).pdf
#01 - Site Plan Lot 4 - 08-27-2025.pdf
#02 - Architects Memo with Color Elevations.pdf
#03 - PDB Exhibit - 08-22-2025.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#06 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Mike	Advisory : This fitting callout should likely be at the proposed hydrant	09/05/2025	2:51 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	6
Steven Spraker	Site plan requires approval of the PBD amendment.	09/07/2025	5:51 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Please see comment within PBD project file.	09/07/2025	5:51 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning, note - This sheet appears to be for buildings 1 and 2 and would not be applicable to Lot 4.	09/07/2025	5:52 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	1
Peter Youssef	Please consider the typical comments provided in Lot's 1 set of plans.	09/09/2025	3:55 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	1
Peter Youssef	Please add permanent road termination barricades	09/09/2025	3:57 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	4
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025	4:05 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3
Peter Youssef	Show the concrete wash area location and provide detail	09/09/2025	4:06 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/09/2025	4:13 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	5
Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	4:14 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	5
Peter Youssef	Please ensure that the structure wall width can accommodate the 30? pipe and 18" as well. Check the recommended FDOT minimum structure side size for a single pipe. Also Check proposed pipe invert to top of inlet structure (TC) for minimum clearances per FDOT Storm Drain Handbook. (TYP)	09/09/2025	4:14 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	5
Cara Culliver	Previous comment made on 05/30/25, the silt needs to be at the drip line of the trees	09/12/2025	7:45 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3
Cara Culliver	Add slick trunks	09/12/2025	7:47 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Make readable and add 'Select' cultivar	09/12/2025	7:48 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	42,679 SF (x) 10% = 4,268 SF Required (Show Math)	09/12/2025	7:50 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	6' foot landscape buffer required per previous comment	09/12/2025	7:53 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Can't include landscape buffer is VUA calculations	09/12/2025	7:54 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Remove as total lot SF isn't applicable to VUA calculations	09/12/2025	7:54 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7

Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/12/2025	7:57 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min. (All 4 areas)	09/12/2025	7:58 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Re-work walkway to provide 200 SF of landscape area; A 3.5" caliper tree is required as well as shrubs/ground covers	09/12/2025	7:59 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min. (All 4 areas)	09/12/2025	8:00 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	A 5' foot landscape area is required between the building & sidewalk	09/12/2025	8:01 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	A 5' foot landscape area is required between the building & sidewalk	09/12/2025	8:01 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	8'-8"	09/12/2025	8:02 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	All landscape islands need to be 200 SF min.	09/12/2025	8:02 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Show the entire parcel as per previous comment made on 05/30/25.	09/12/2025	8:07 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Note is insufficient, provide the req. buffer trees & ground covers	09/12/2025	8:08 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	7 Req. Trees & 68 shrubs & ground covers	09/12/2025	8:09 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Landscape islands need more than 2 heads, please revise	09/12/2025	8:13 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	9
Cara Culliver	Irrigate island, see landscape comment	09/12/2025	8:14 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	9
Cara Culliver	The irrigation comments are the same for Lots 1-3	09/12/2025	8:15 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	10
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	8:20 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	10
David	Civil-Will the construction traffic need to circle the project area? If so then provide a construction entrance to both areas. The	09/18/2025	4:39 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3

ATTACHMENT 2

Project Maps

890 NORTH US HIGHWAY 1
AERIAL MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

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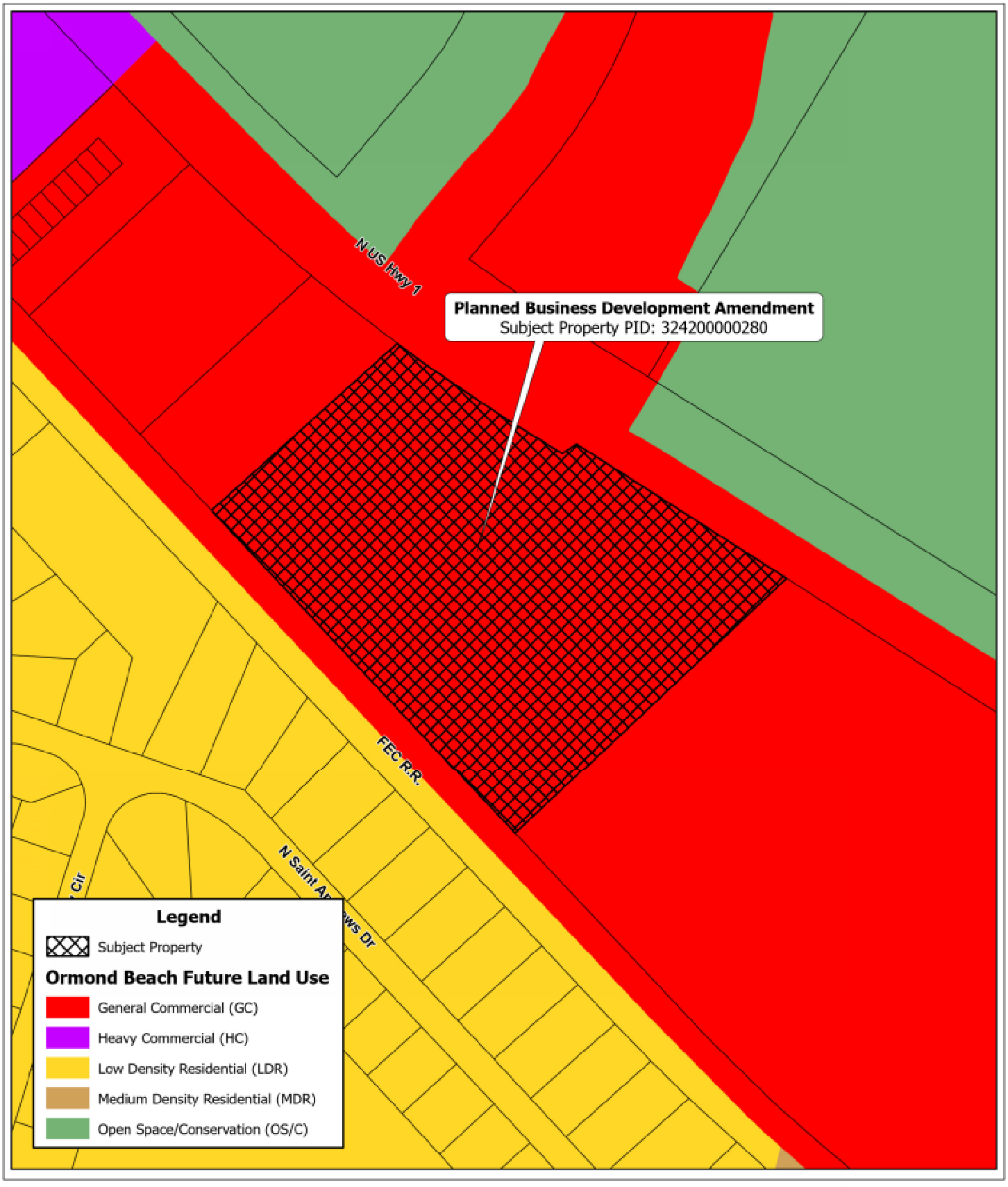

890 NORTH US HIGHWAY 1
FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

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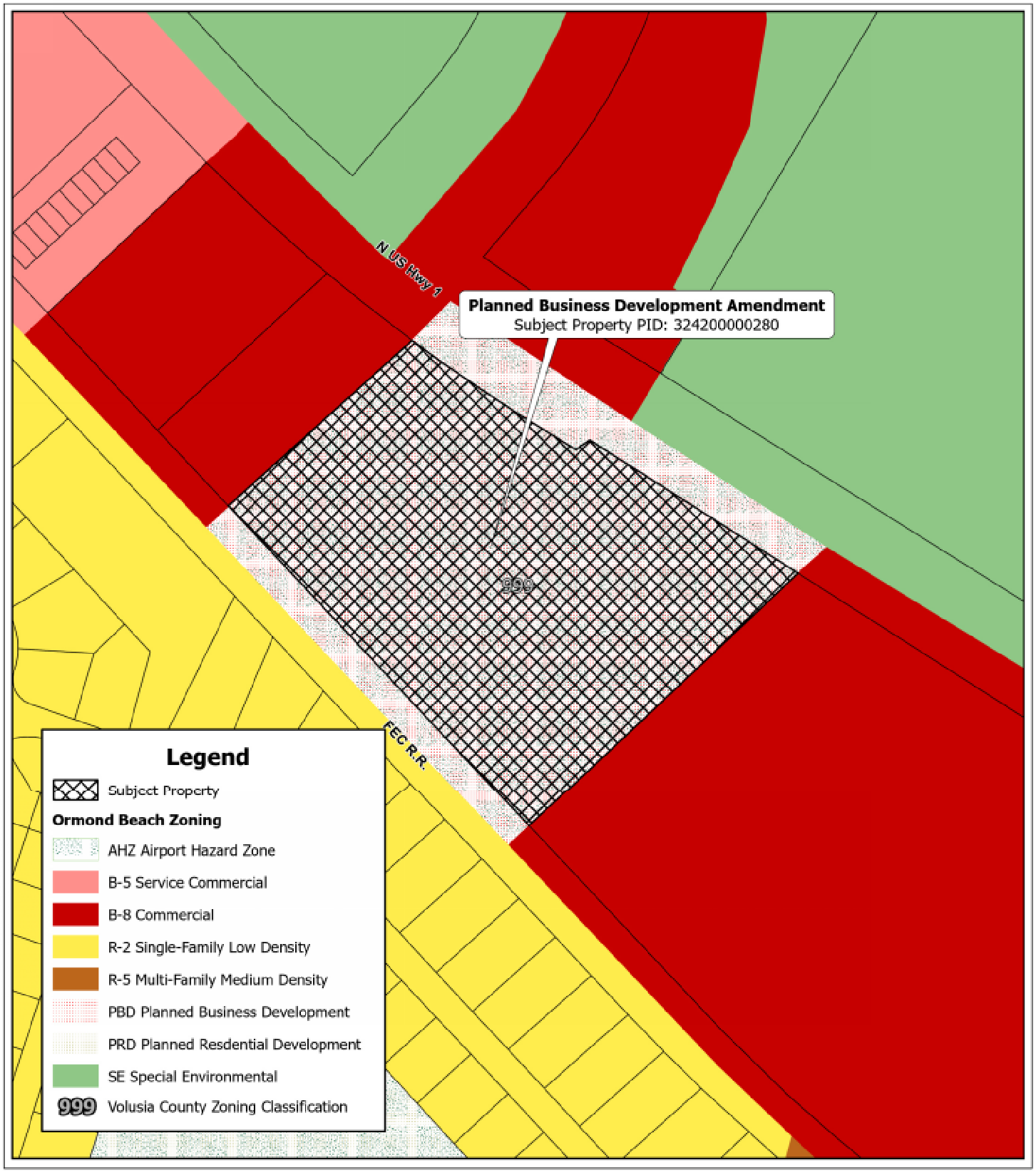

Planned Business Development Amendment

890 NORTH US HIGHWAY 1
ZONING MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

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ATTACHMENT 3

Traffic Impact Analysis

Tomoka Commerce Park
Ormond Beach, Florida

Traffic Impact Analysis

Prepared for: Vanacore Construction, Inc.
By: LTG, Inc.
October 2025

LTG Engineering & Planning

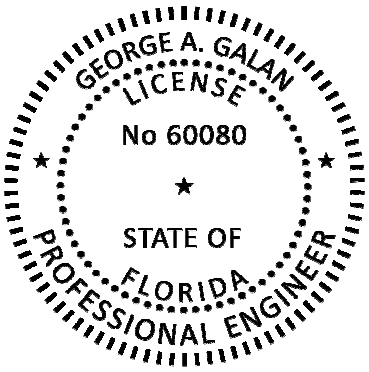
PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with LTG, Inc., a corporation authorized to operate as an engineering business, F030424608005, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Tomoka Commerce Park – Traffic Impact Analysis
LOCATION: Ormond Beach, Florida
CLIENT: Vanacore Construction, Inc.
JOB #: 6207.03

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:
LTG, Inc.
1450 West Granada Boulevard, Suite 2
Ormond Beach, FL 32174
Vendor No. F030424608005
386/257-2571



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

George A Galan Date: 2025.10.29 15:31:13-04'00'

ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LTG, INC.
1450 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FL 32174
VENDOR NO. F030424608005
GEORGE A. GALAN, P.E. NO. 60080

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Appendix C: Raw Turning Movement Counts & FDOT Peak Season Factor Category Report
Appendix D: Traffic Signal Timing Sheets
Appendix E: Synchro Summary Sheets – Existing Conditions
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Appendix H: Synchro Summary Sheets – Background Conditions Improved
Appendix I: Trip Distribution
Appendix J: Synchro Summary Sheets – Build-Out Conditions
Appendix K: Safety Analysis
Appendix L: Alternative Mode Analysis
Appendix M: NCHRP 6457 Turn Lane Warrants

1 INTRODUCTION

LTG, Inc. has been retained by Vanacore Construction, Inc. to prepare a Traffic Impact Analysis (TIA) for the proposed Tomoka Commerce Park Tomoka Commerce Park development located south of US1, north of the FEC Railroad, 0.75 miles east of Airport Road and 0.35 miles west of Nova Road in Ormond Beach, Florida. **Figure 1-1** shows the location of the development relative to the surrounding roadway network. The land use quantities and descriptions for the development are summarized below:

- 19,658 square-feet of Retail and
- 90,612 square-feet of Warehousing/Storage

The anticipated build-out year for the full development is 2030. Access to and from the development will be provided via one exit-only and one entrance-only driveway along US 1. A conceptual plan is provided as **Appendix A**.

1.1 Study Area

The study area consists of the following intersections and roadway segments as approved in the TIA methodology letter submitted to Ormond Beach (provided as **Appendix B**):

Intersections

- US 1 at Airport Road
- US 1 at Coquina Avenue
- US 1 at Tomoka Boat Club
- US 1 at SR 5A/Nova Road
- US 1 at Exit-Only Driveway
- US 1 at Entrance-Only Driveway

Roadway Segments

- US 1 from SR 5A/Nova Road to Airport Road (significant, provides access)
- SR 40/Granada Boulevard from I-95 to SR 5A/Nova Road (near critical)
- SR 40/Granada Boulevard from US 1 to Halifax Avenue (critical)
- Hand Avenue from Clyde Morris Boulevard to Shangri La Drive (near critical)

1.2 Planned Roadway Improvements

Information on the programmed or planned roadway improvements in the area was obtained from the Florida Department of Transportation (FDOT) Five-Year Work Program and the Volusia Flagler Transportation Planning Organization (VFTPO) Long Range Transportation Plan. At this time, there are no programmed or planned roadway improvements funded for construction in the next five years within the study area.

Tomoka Commerce Park	N / NTS	Location Map	LTG Engineering & Planning
		Project No.: 6207.03 — Figure 1-1	

2 EXISTING ANALYSIS

The study area intersections and roadway segments were analyzed under existing conditions to determine the most current operational status of the network.

2.1 Existing Traffic Determination

Turning movement counts were collected for the study area intersections on November 19th, 2024 and August 27th, 2025 during the AM and PM peak hours. The turning movement counts were adjusted by the FDOT Seasonal Factor specified for the week the data was collected (≥1). **Figure 2-1** shows the existing AM and PM peak hour traffic volumes at the study area intersections. The raw turning movement counts and the FDOT Peak Season Factor Category Report are provided as **Appendix C**.

Seasonally adjusted PM peak hour tube counts, as made available by the Volusia County Traffic Engineering Division, were used for the study area roadway segments.

2.2 Intersection Analysis

The operating conditions at the study area intersections were evaluated using *Synchro*. **Table 2-1** presents the existing AM and PM peak hour Level of Service (LOS) at the study area intersections. The traffic signal timing sheets for the signalized intersections are provided as **Appendix D** and the *Synchro* summary sheets are provided as **Appendix E**.

As indicated in the table, the intersection of US 1 and Airport Road is currently operating outside of the adopted LOS during the AM peak-hour. Additionally, the westbound approach of US 1 at Coquina Avenue is currently operating outside of the adopted LOS during the PM peak-hour.

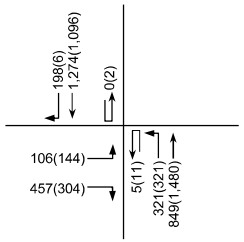
2.3 Roadway Segment Analysis

The existing PM peak hour two-way LOS for the study area roadway segments are presented in **Table 2-2**.

As indicated in the table, all roadway segments are currently operating within the peak hour capacity with the exception of SR 40/Granada Boulevard between US 1 and Halifax Avenue.

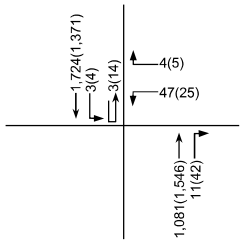
1 US 1 at Airport Road

0.9(0.95)



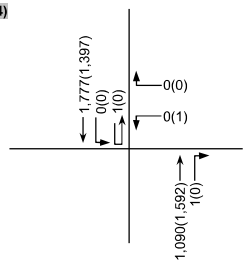
2 US 1 at Coquina Ave

0.89(0.91)



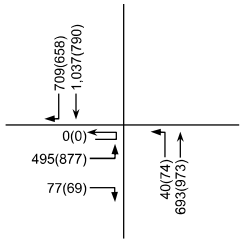
3 US 1 at Tomoka Boat Club

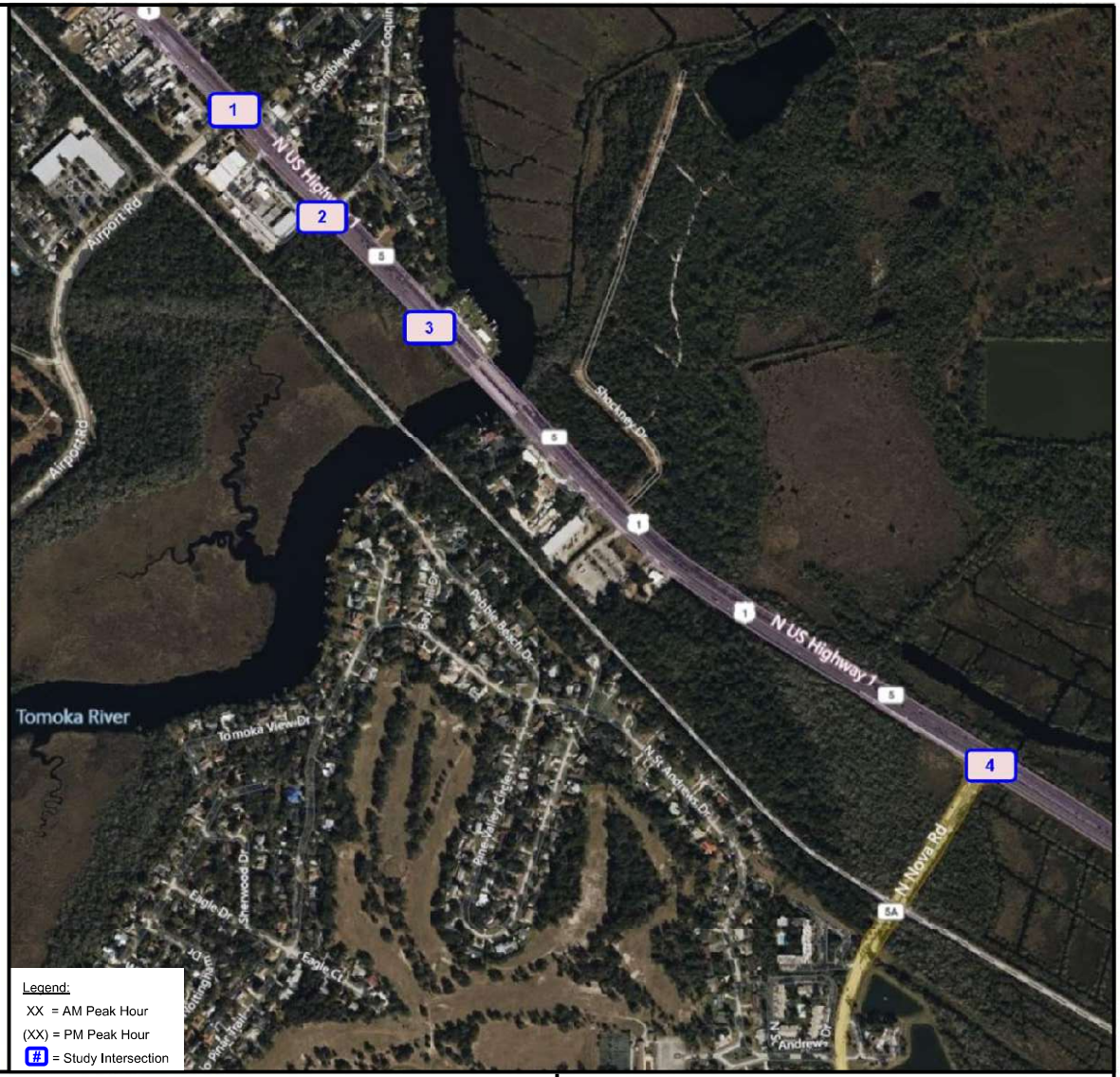
0.93(0.94)



4 US 1 at SR 5A/Nova Road

0.88(0.95)





Tomoka Commerce Park	N ↑ NTS	**Existing AM and PM Peak Hour Traffic Volumes**	LTG Engineering & Planning
		Project Number: 6207.03	Figure: 2-1

Table 2-1: Existing Intersection LOS

Intersection	Adopted LOS	Control Type	Time Period	EB		WB		NB		SB		Overall		
				Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Max V/C
1. US 1 at Airport Road	D	Traffic Signal	AM	80.1	F	-	-	41.9	D	160.3	F	103.0	F	1.290
			PM	47.2	D	-	-	24.5	C	44.0	D	34.0	C	0.920
2. US 1 at Coquina Ave	D	TWSC	AM	-	-	31.47	D	0.00	NR*	0.06	NR*	0.60	NR*	0.298
			PM	-	-	47.52	E	0.00	NR*	0.47	NR*	0.70	NR*	0.282
3. US 1 at Tomoka Boat Club	D	TWSC	AM	-	-	0.00	NR*	0.00	NR*	0.01	NR*	0.00	NR*	0.004
			PM	-	-	34.80	D	0.00	NR*	0.00	NR*	0.00	NR*	0.009
4. US 1 at SR 5A/Nova Road	D	Traffic Signal	AM	37.0	D	-	-	10.9	B	21.3	C	21.9	C	0.780
			PM	50.8	D	-	-	17.7	B	23.5	C	30.6	C	0.940

**NR = No results were reported.*

Table 2-2: Existing Roadway Segment LOS

Roadway	Segment		No. of Lanes	Adopted LOS	AADT	Existing PM Peak Hour Two-Way Volume	Peak Hour Two-Way Capacity at Adopted LOS	Existing PM Volume Exceeds Peak Hour Capacity?
US 1	SR 5A/Nova Road	Airport Road	4	D	33,000	2,970	3,580	No
SR 40/Granada Boulevard	I-95	Williamson Boulevard	4	D	36,000	3,240	3,580	No
	Williamson Boulevard	Clyde Morris Boulevard	4	D	36,000	3,240	3,580	No
	Clyde Morris Boulevard	SR 5A/Nova Road	4	D	36,000	3,240	3,580	No
	US 1	Halifax Avenue	4	D	35,500	3,195	2,920	Yes
Hand Ave	Clyde Morris Boulevard	Shangri La Drive	2	E	16,100	1,310	1,540	No

**No. of Lanes, Adopted LOS, AADT, Existing PM Peak Hour Volume, and Peak Hour Capacity obtained from the most recent Volusia County Traffic Count Spreadsheet.*

3 2030 BACKGROUND ANALYSIS

The study area intersections and roadway segments were analyzed to determine potential impacts of 2030 background traffic and to investigate any needed mitigation.

3.1 Background Traffic Determination

Growth rates were determined using 5 and 10 years of historical AADT, FDOT Traffic Trends software, and the methods outlined in Volusia County's Segment Growth Rates and Vested Trips Instructions Policy. Vested projects were used in the development of the growth applied to the applicable study area intersection approaches and roadway segments. The background traffic determination is provided as **Appendix F**.

Figure 1 and **Figure 3-2** show the background AM and PM peak hour traffic volumes, respectively, at the study area intersections.

3.2 Intersection Analysis

Table 3-1 presents the background AM and PM peak hour LOS at the study area intersections. The *Synchro* summary sheets are provided as **Appendix G**.

As indicated in the table, US 1 at Airport Road continues to operates outside of the adopted LOS during the AM peak-hour.

3.3 Intersection Improvements for Background Conditions

The deficient intersections was evaluated with the following improvements to resolve the existing and anticipated failures. The results are presented in **Table 3-2** and the *Synchro* summary sheets are provided as **Appendix H**.

US 1 at Airport Road

- Add northbound left-turn lane (dual lefts)
- Add eastbound right-turn overlap phase
- Restrict Northbound U-turns
- Optimize timings

3.4 Roadway Segment Analysis

The background PM peak hour two-way LOS for the study area roadway segments are presented in **Table 3-3**.

As indicated in the table, the study area roadway segments of US 1, SR 40/Granada Boulevard, and Hand Avenue are expected to continue to operate outside the adopted LOS.

3.5 Roadway Segment Improvements for Background Conditions

The deficient roadway segments were evaluated with the following improvements to resolve the existing and anticipated failures. The results are presented in **Table 3-4**.

US 1 from SR 5A/Nova Road to Airport Road

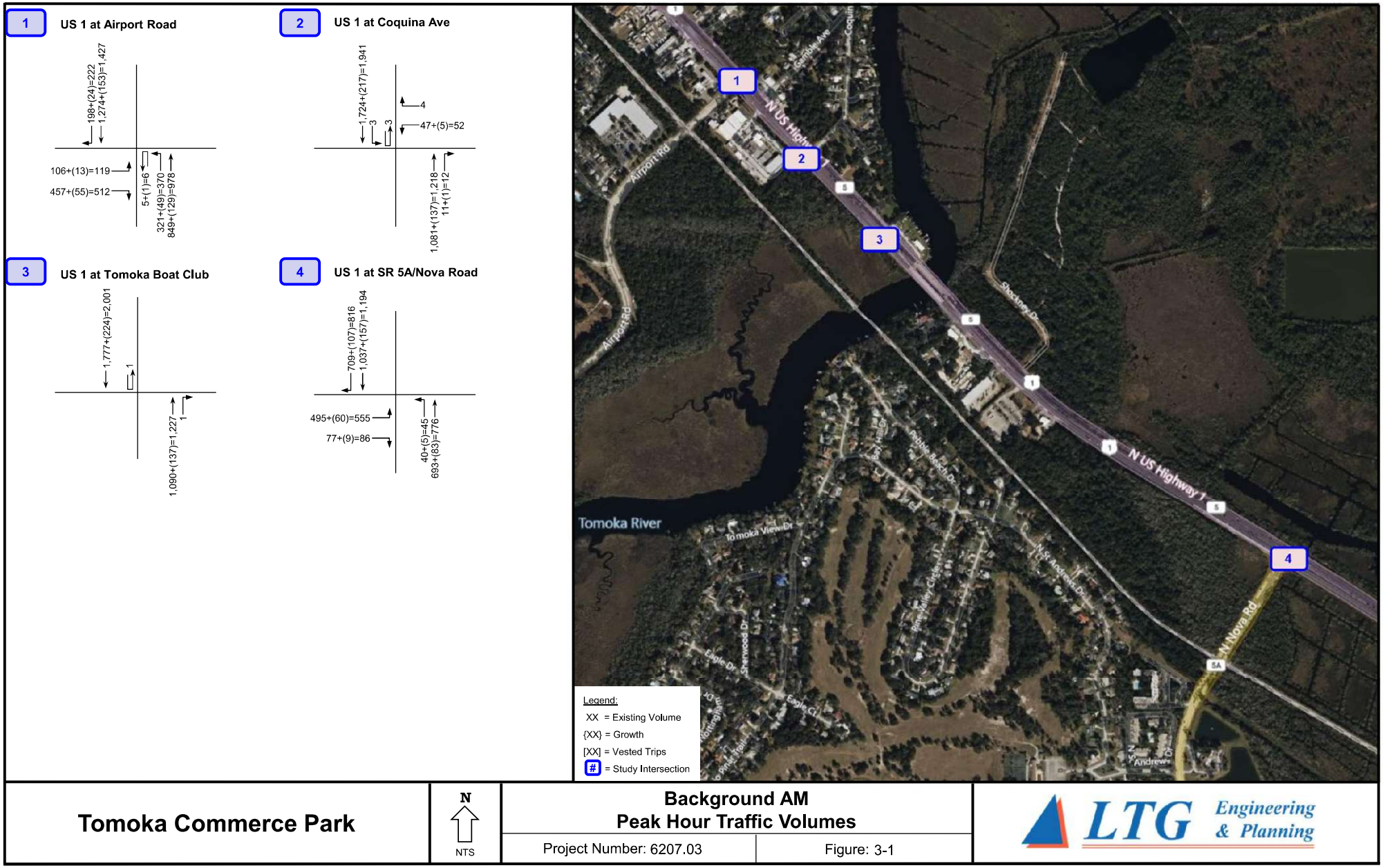
- Widen to 6-lanes

SR 40/Granada Boulevard from I-95 to Halifax Avenue:

- Widen to 6-lanes

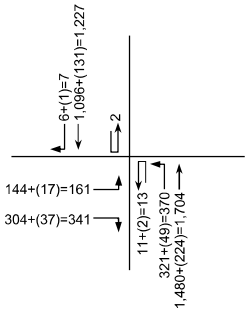
Hand Avenue from Clyde Morris Boulevard to Shangri La Drive

- Widen to 4-lanes

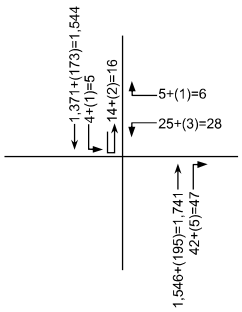


Tomoka Commerce Park	N ⇧ NTS	**Background AM Peak Hour Traffic Volumes**	LTG Engineering & Planning
		Project Number: 6207.03	Figure: 3-1

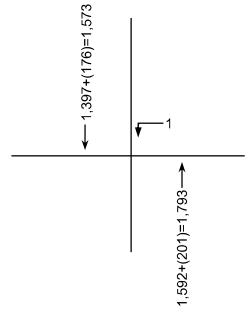
1 US 1 at Airport Road



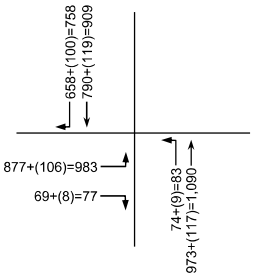
2 US 1 at Coquina Ave

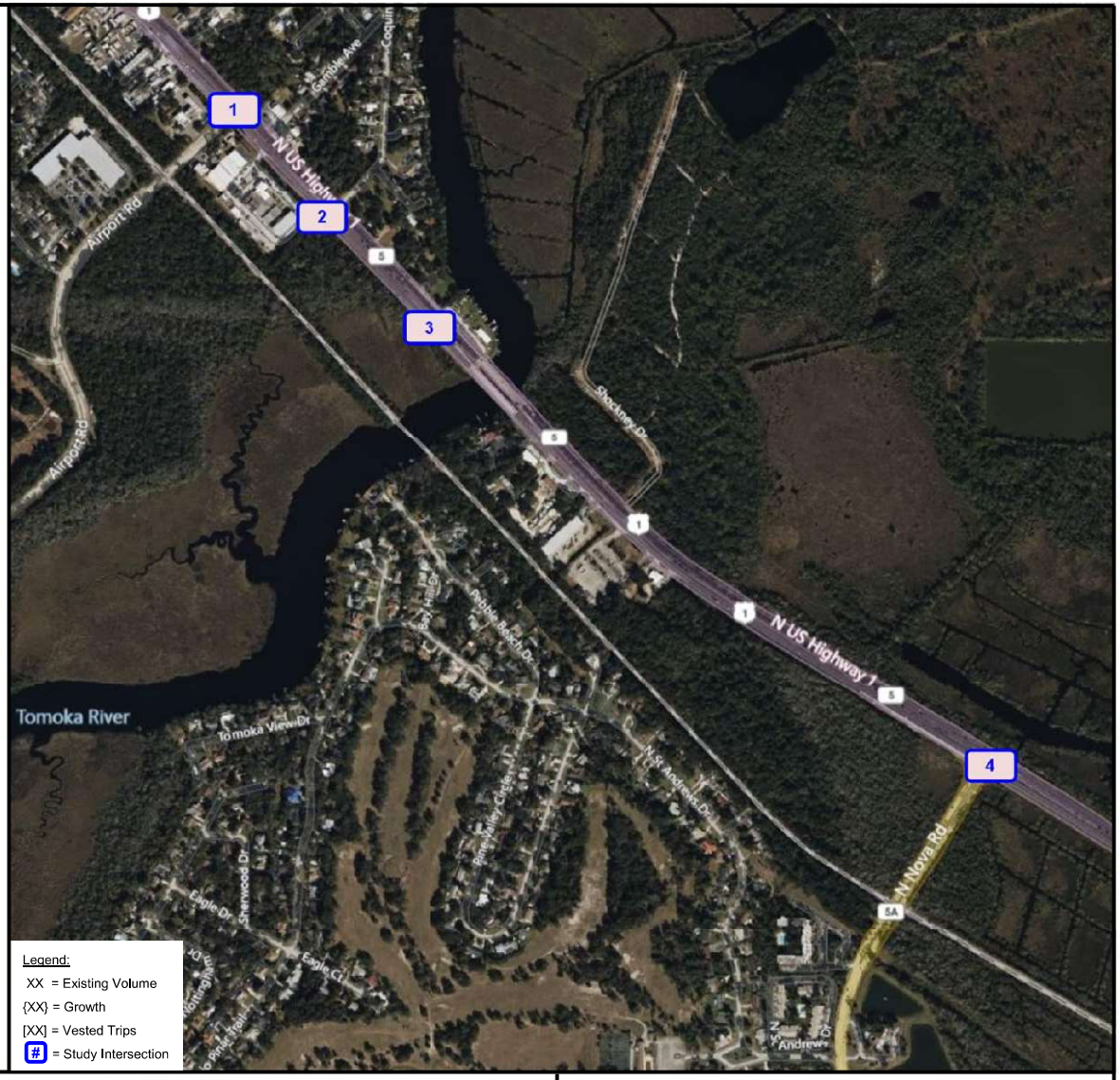


3 US 1 at Tomoka Boat Club



4 US 1 at SR 5A/Nova Road





Tomoka Commerce Park	N ⇧ NTS	**Background PM Peak Hour Traffic Volumes**	LTG Engineering & Planning
		Project Number: 6207.03	Figure: 3-2

Table 3-1: Background Intersection LOS

Intersection	Adopted LOS	Control Type	Time Period	EB		WB		NB		SB		Overall		
				Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Max V/C
1. US 1 at Airport Road	D	Traffic Signal	AM	113.5	F	-	-	57.1	E	219.0	F	140.5	F	1.440
			PM	51.4	D	-	-	24.6	C	83.7	F	52.7	D	1.070
2. US 1 at Coquina Ave	D	TWSC	AM	-	-	41.97	E	0.00	NR*	0.06	NR*	0.80	NR*	0.397
			PM	-	-	80.48	F	0.00	NR*	0.70	NR*	1.10	NR*	0.452
3. US 1 at Tomoka Boat Club	D	TWSC	AM	-	-	0.00	A	0.00	NR*	0.01	NR*	0.00	NR*	0.005
			PM	-	-	43.91	E	0.00	NR*	0.00	NR*	0.00	NR*	0.011
4. US 1 at SR 5A/Nova Road	D	Traffic Signal	AM	37.9	D	-	-	12.4	B	26.6	C	24.9	C	0.820
			PM	77.0	E	-	-	18.7	B	25.7	C	40.4	D	1.050

**NR = No results were reported.*

Table 3-2: Background Intersection LOS Improved

Intersection	Adopted LOS	Control Type	Time Period	EB		WB		NB		SB		Overall		
				Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Max V/C
1. US 1 at Airport Road	D	Traffic Signal	AM	66.8	E	-	-	22.8	C	54.6	D	44.9	D	1.020

Table 3-3: Background Roadway Segment LOS

Roadway	Segment		No. of Lanes	Adopted LOS	Existing PM Peak Hour Two-Way Volume	Applied Growth Rate	High Growth?	Growth Rate (# of Trips)	Vested Trips	Growth Method Applied	Total Growth Applied (# of Trips)	Estimated Total 2030 Background Volume	Vested % of Estimated Background Volume	Vested Trips after 30% Reduction (if applicable)	Total 2030 Background Volume	Peak Hour Two-Way Capacity at Adopted LOS	Background PM Volume Exceeds Peak Hour Capacity?
US 1	SR 5A/Nova Road	Airport Road	4	D	2,970	2.52%	N	599	339	Historical + Vested	938	3,908	8.67%	-	3,908	3,580	Yes
SR 40/Granada Boulevard	I-95	Williamson Boulevard	4	D	3,240	2.00%	N	518	62	Historical + Vested	580	3,820	1.62%	-	3,820	3,580	Yes
	Williamson Boulevard	Clyde Morris Boulevard	4	D	3,240	2.00%	N	518	62	Historical + Vested	580	3,820	1.62%	-	3,820	3,580	Yes
	Clyde Morris Boulevard	SR 5A/Nova Road	4	D	3,240	2.00%	N	518	89	Historical + Vested	607	3,847	2.31%	-	3,847	3,580	Yes
	US 1	Halifax Avenue	4	D	3,195	2.00%	N	511	435	Historical + Vested	946	4,141	10.50%	-	4,141	2,920	Yes
Hand Ave	Clyde Morris Boulevard	Shangri La Drive	2	E	1,310	2.00%	N	210	105	Historical + Vested	315	1,625	6.46%	-	1,625	1,540	Yes

Table 3-4: Background Roadway Segment LOS Improved

Roadway	Segment		No. of Lanes	Adopted LOS	Existing PM Peak Hour Two-Way Volume	Applied Growth Rate	High Growth?	Growth Rate (# of Trips)	Vested Trips	Growth Method Applied	Total Growth Applied (# of Trips)	Estimated Total 2030 Background Volume	Vested % of Estimated Background Volume	Total 2030 Background Volume	Peak Hour Two-Way Capacity at Adopted LOS	Background PM Volume Exceeds Peak Hour Capacity?
US 1	SR 5A/Nova Road	Airport Road	6	D	2,970	2.52%	N	599	339	Historical + Vested	938	3,908	8.67%	3,908	5,390	No
SR 40/Granada Boulevard	I-95	Williamson Boulevard	6	D	3,240	2.00%	N	518	62	Historical + Vested	580	3,820	1.62%	3,820	5,390	No
	Williamson Boulevard	Clyde Morris Boulevard	6	D	3,240	2.00%	N	518	62	Historical + Vested	580	3,820	1.62%	3,820	5,390	No
	Clyde Morris Boulevard	SR 5A/Nova Road	6	D	3,240	2.00%	N	518	89	Historical + Vested	607	3,847	2.31%	3,847	5,390	No
	US 1	Halifax Avenue	6	D	3,195	2.00%	N	511	435	Historical + Vested	946	4,141	10.50%	4,141	5,390	No
Hand Ave	Clyde Morris Boulevard	Shangri La Drive	4	E	1,310	2.00%	N	210	105	Historical + Vested	315	1,625	6.46%	1,625	3,410	No

4 2030 BUILD-OUT ANALYSIS

The study area intersections and roadway segments were analyzed to determine potential impacts of 2030 build-out traffic and to investigate any needed mitigation.

4.1 Build-Out Traffic Determination

Project-related traffic was applied using the information contained in this section. **Figure 4-1** and **Figure 4-2** show the build-out AM and PM peak hour traffic volumes, respectively, at the study area intersections.

4.1.1 Trip Generation

The trip generation, as approved in the TIA methodology letter, is presented in **Table 4-1** and **Table 4-2**.

Table 4-1: Gross Trip Generation

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Strip Retail Plaza (<40K)	822	T=42.2(X)+229.68	19.658	KSF	50%	50%	530	530	1,060
	Warehousing	150	T=1.58(X)+38.29	90.612	KSF	50%	50%	91	91	182
							Totals:	**621**	**621**	**1,242**
AM PH	Strip Retail Plaza (<40K)	822	T=2.36(X)	20	KSF	60%	40%	28	18	46
	Warehousing	150	T=0.17(X)	91	KSF	77%	23%	12	3	15
							Totals:	**40**	**21**	**61**
PM PH	Strip Retail Plaza (<40K)	822	T=6.59(X)	20	KSF	50%	50%	65	65	130
	Warehousing	150	T=0.18(X)	91	KSF	28%	72%	4	12	16
							Totals:	**69**	**77**	**146**

Table 4-2: Net Trip Generation

Time Period	Land Use Code	Total Trips			Internal Trips			Pass-By Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
AM PH	822	28	18	46	0	0	0	0	0	0	28	18	46
	150	12	3	15	0	0	0	0	0	0	12	3	15
Totals:		**40**	**21**	**61**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**21**	**61**
PM PH	822	65	65	130	0	0	0	26	26	52	39	39	78
	150	4	12	16	0	0	0	0	0	0	4	12	16
Totals:		**69**	**77**	**146**	**0**	**0**	**0**	**26**	**26**	**52**	**43**	**51**	**94**

**Due to similarities, the pass-by rate for LUC 821 was applied to LUC 822.*

4.1.2 Trip Distribution & Assignment

The trip distribution, as approved in the TIA methodology letter, is provided as **Appendix I**. The final step in the analysis was to assign the project-related traffic to the roadway network using the trip generation and distribution.

4.2 Intersection Analysis

Table 4-3 presents the build-out AM and PM peak hour LOS at the study area intersections. The *Synchro* summary sheets are provided as **Appendix J**.

As indicated in the table, all intersections are anticipated to operate within the adopted LOS.

4.3 Roadway Segment Analysis

The build-out PM peak hour two-way LOS for the study area roadway segments are presented in **Table 4-4.**

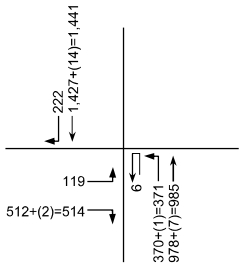
As indicated in the table, all roadway segments are anticipated to operate within the peak hour under build-out conditions.

4.4 Queue Length & Turn Lane Analysis

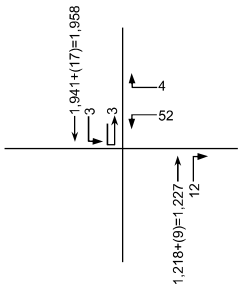
A queue length analysis was conducted to determine recommended turn lane lengths for existing turn lanes at the study area intersections. The Synchro results were used to obtain the 95th percentile queue lengths expected for each exclusive turn lane during the AM and PM peak hours. Turn lane requirements were evaluated using the Volusia County's Land Development Code Section 72-619 Table VI and FDOT Design Manual Exhibit 212-1. **Table 4-5** presents a summary of the maximum required turn lane lengths under existing, background, and build-out conditions.

As indicated in the table, there are no anticipated turn lane deficiencies due to the addition of project trips.

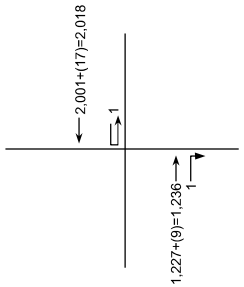
1 US 1 at Airport Road



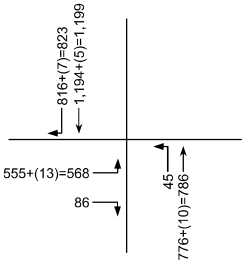
2 US 1 at Coquina Ave



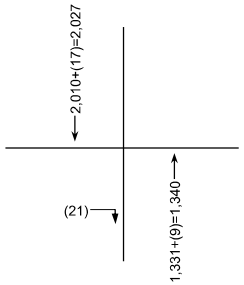
3 US 1 at Tomoka Boat Club



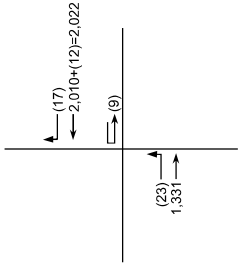
4 US 1 at SR 5A/Nova Road



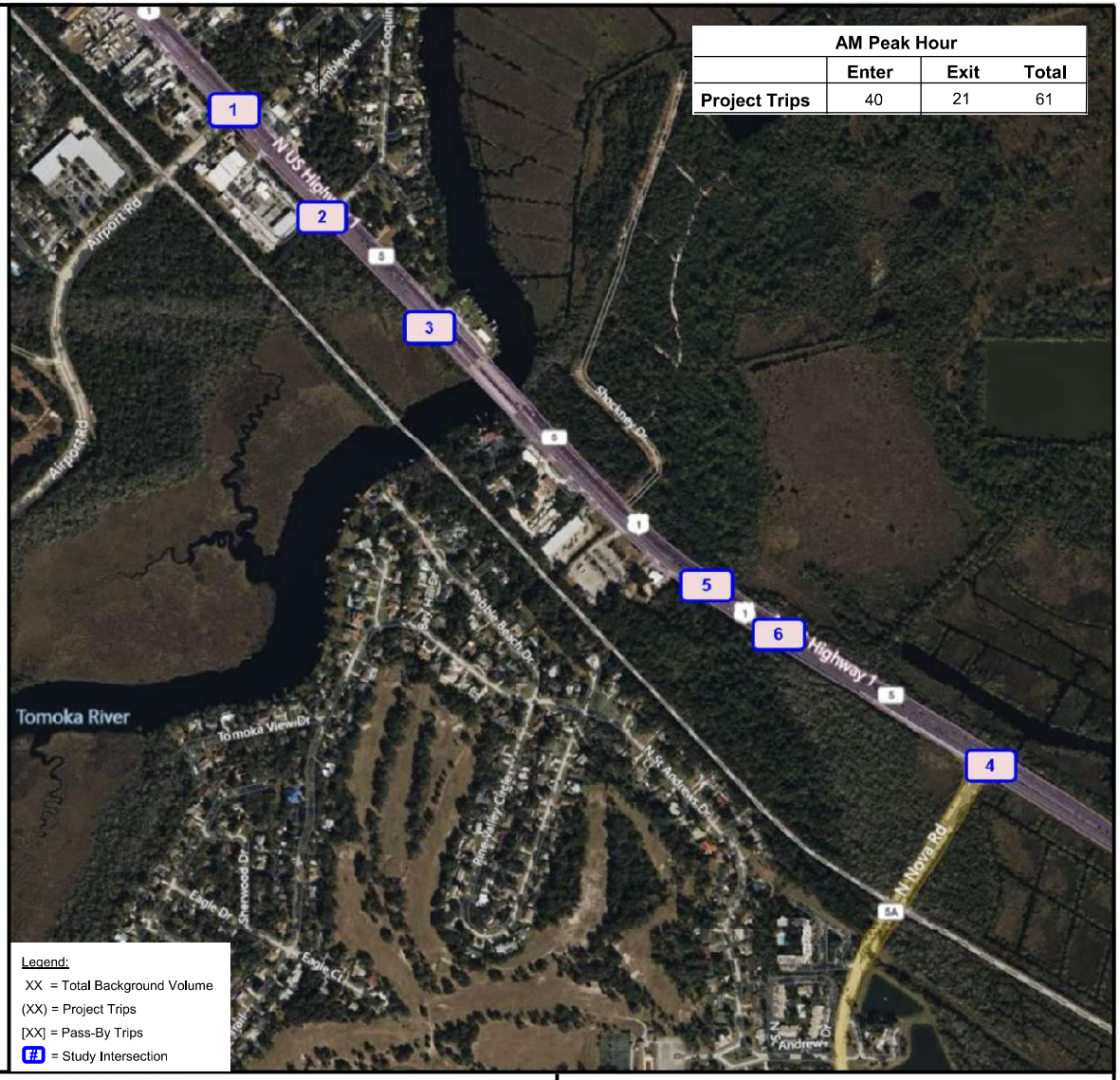
5 US 1 at Exit Only Project Driveway



6 US 1 at Entrance Only Project Driveway

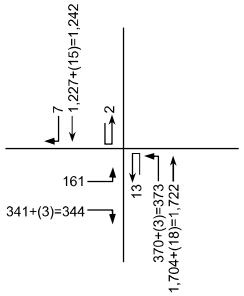


AM Peak Hour			
	Enter	Exit	Total
Project Trips	40	21	61

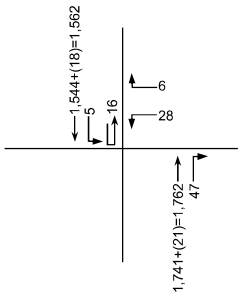


Tomoka Commerce Park	N NTS	**Build-Out AM Peak Hour Traffic Volumes**	LTG Engineering & Planning
		Project Number: 6207.03	Figure: 4-1

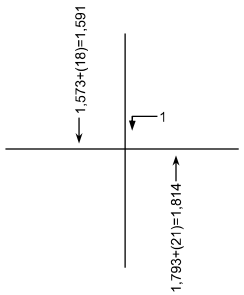
1 US 1 at Airport Road



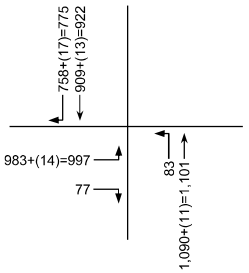
2 US 1 at Coquina Ave



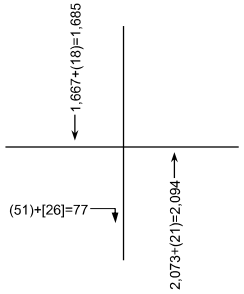
3 US 1 at Tomoka Boat Club



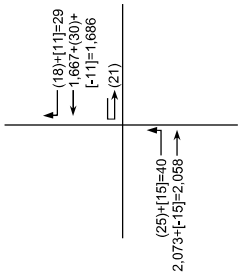
4 US 1 at SR 5A/Nova Road



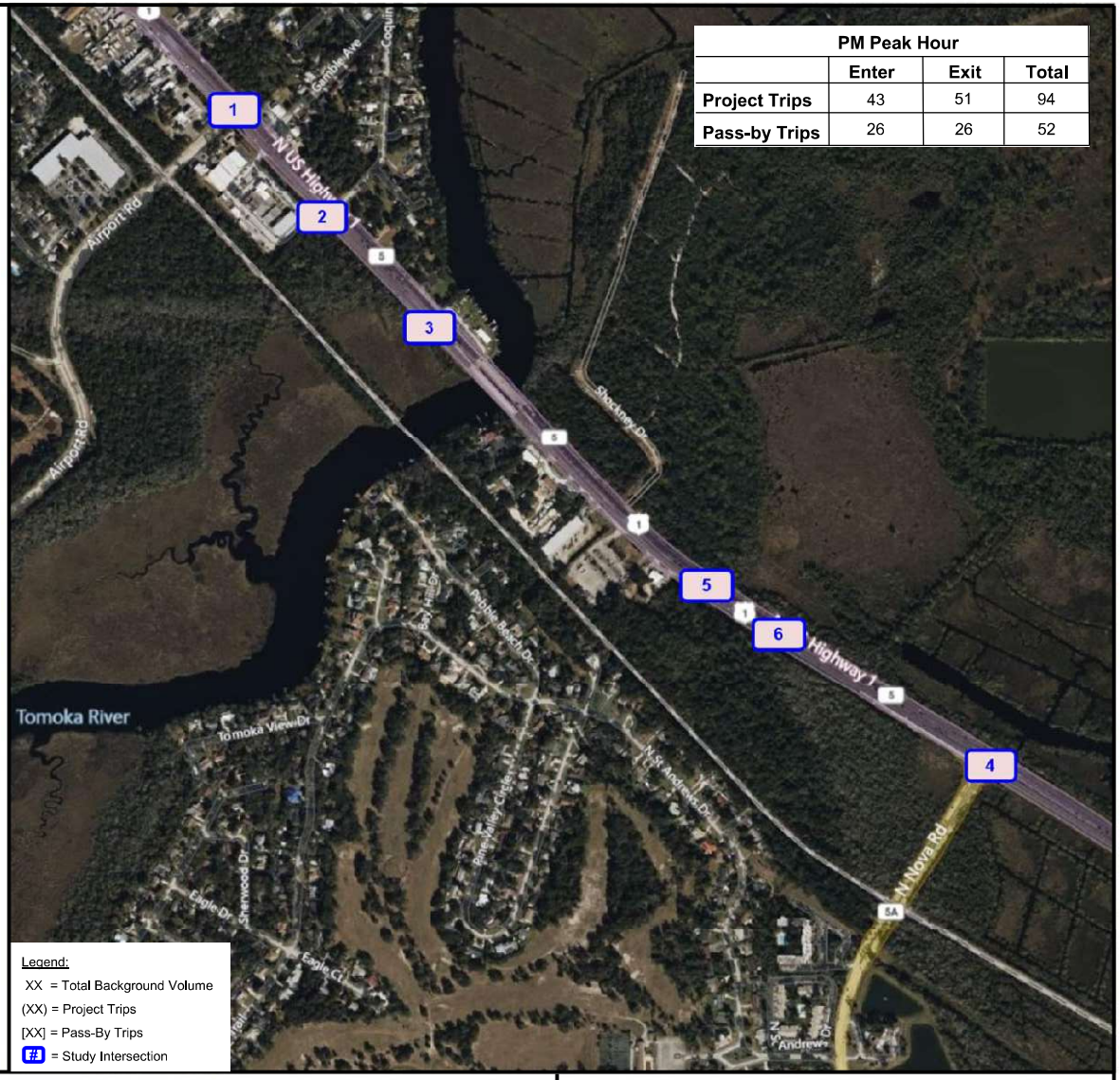
5 US 1 at Exit Only Project Driveway



6 US 1 at Entrance Only Project Driveway



PM Peak Hour			
	Enter	Exit	Total
Project Trips	43	51	94
Pass-by Trips	26	26	52



Tomoka Commerce Park

N
NTS

Build-Out PM Peak Hour Traffic Volumes

Project Number: 6207.03 | Figure: 4-2

LTG Engineering & Planning

Table 4-3: Build-Out Intersection LOS

Intersection	Adopted LOS	Control Type	Time Period	EB		WB		NB		SB		Overall		
				Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Max V/C
1. US 1 at Airport Road	D	Traffic Signal	AM	67.5	E	-	-	22.8	C	57.1	E	46.2	D	1.030
			PM	45.3	D	-	-	21.6	C	26.5	C	26.3	C	0.850
2. US 1 at Coquina Ave	D	TWSC	AM	-	-	42.75	E	0.00	NR*	0.06	NR*	0.80	NR*	0.403
			PM	-	-	85.26	F	0.00	NR*	0.72	NR*	1.20	NR*	0.470
3. US 1 at Tomoka Boat Club	D	TWSC	AM	-	-	0.00	A	0.00	NR*	0.01	NR*	0.00	NR*	0.005
			PM	-	-	45.02	E	0.00	NR*	0.00	NR*	0.00	NR*	0.012
4. US 1 at SR 5A/Nova Road	D	Traffic Signal	AM	38.1	D	-	-	12.6	B	27.2	C	25.4	C	0.830
			PM	81.4	F	-	-	18.7	B	26.0	C	42.0	D	1.070
5. US 1 at Exit Only Project Driveway	D	TWSC	AM	23.4	C	-	-	0.0	NR*	0.0	NR*	0.1	NR*	0.101
			PM	22.39	C			0.00	NR*	0.00	NR*	0.40	NR*	0.282
6. US 1 at Entrance Only Project Driveway	D	TWSC	AM	-	-	-	-	-	-	-	-	0.0	NR*	0.000
			PM	-	-	-	-	-	-	-	-	0.0	NR*	0.000

**NR = No results reported.*

Table 4-4: Build-Out Roadway Segment LOS

Roadway	Segment		No. of Lanes	Adopted LOS	Existing PM Peak Hour Two-Way Volume	Total 2030 Background Volume	Project Distribution	Project Trips	Total 2030 Build-Out Volume	Peak Hour Two-Way Capacity at Adopted LOS	Build-Out PM Volume Exceeds Peak Hour Capacity?
US 1	SR 5A/Nova Road	Airport Road	6	D	2,970	3,908	100.0%	94	4,002	5,390	No
SR 40/Granada Boulevard	I-95	Williamson Boulevard	6	D	3,240	3,820	3.4%	3	3,823	5,390	No
	Williamson Boulevard	Clyde Morris Boulevard	6	D	3,240	3,820	10.4%	10	3,830	5,390	No
	Clyde Morris Boulevard	SR 5A/Nova Road	6	D	3,240	3,847	14.6%	14	3,861	5,390	No
	US 1	Halifax Avenue	6	D	3,195	4,141	13.1%	12	4,153	5,390	No
Hand Ave	Clyde Morris Boulevard	Shangri La Drive	4	E	1,310	1,625	0.0%	0	1,625	3,410	No

Table 4-5: Queue Length & Turn Lane Analysis

Intersection	TurnLane	Posted Speed Limit(mph)	Existing Lane Length(ft)	Required Deceleration(ft)*	Existing				Background				Build-Out			
					# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)
AM																
US 1 at Airport Road	NBL	55	720	405	1	575	980	260	2	225	630	0	2	225	630	0
PM																
US 1 at Airport Road	NBL	55	720	405	1	450	855	135	2	225	630	0	2	225	630	0

**Based upon the latest FDOT Design Manual.*

4.5 Safety Analysis

At the request of Volusia County Traffic Operations staff, an analysis of the existing crash data was conducted using data provided from crash reports (2020-2024) for the development access points and all intersections where build-out improvements are proposed. Because there are no intersections with proposed build-out improvements, only the project driveways were analyzed. The crash summary report for the area surrounding the project driveways are provided as **Appendix K**. There were a total of 3 crashes reported between 2020-2024. Information on potential countermeasures and the associated Crash Modification Factors, as obtained from the Crash Modification Factors Clearinghouse, are provided for intersections where the average number of crashes per year is five or more. As indicated by the crash data, fewer than five crashes per year were reported at the project driveways. Therefore, due to the low crash rate, no countermeasures are recommended.

4.6 Alternative Mode Analysis

An alternative mode analysis has been conducted to determine existing and proposed alternate modes of transportation within the immediate study area.

4.6.1 School Proximity

It is noted that the proposed development is located within approximately two miles of Ormond Beach Middle School.

4.6.2 Votran

Votran, Volusia County's public transportation system, provides transportation alternatives to all urban areas of the county via fixed-route buses and paratransit vehicles. The frequency of most routes is one hour, with a few operating on the half-hour. Standard daily service is provided from 6 AM to 7 PM, Monday through Saturday, with a limited fixed-route service at night and on Sunday. At this time, Votran Routes 3A and 3C provides service adjacent to the proposed development.

4.6.3 Sidewalk Connectivity

There is no existing sidewalk adjacent to the development. Per Volusia County's Land Development Code, the development will be required to provide sidewalk connectivity to the development. As future developments apply for concurrency, the sidewalk connectivity along the adjacent roadways will increase and improve.

4.6.4 Bicycle Suitability & Trails

The current Suitability/Comfort Levels for bicycle users are presented in **Table 4-6**. A bicycle suitability map and trail map are provided as **Appendix L**. The SR 40/Granada Boulevard Multiuse Trail is within a 3-mile radius of the development.

Table 4-6: Suitability/Comfort Levels for Bicycle Users

Roadway	Segment		Suitability/Comfort Level
US 1	I-95	Airport Rd	Low
	Airport Rd	SR 5A/Nova Rd	Extremely Low
	SR 5A/Nova Rd	SR 40/Granada Blvd	Low
Airport Rd	US 1	Sunshine Blvd	Medium
	Sunshine Blvd	Creek Forest Ln	Low
	Creek Forest Ln	I-95	Medium
SR 5A/Nova Rd	US 1	Wilmette Ave	Low
	Wilmette Ave	SR 40/Granada Blvd	Extremely Low
	SR 40/Granada Blvd	Hand Ave	Low

As indicated in the table, the area mainly consists of Low and Extremely Low comfort levels for bicycle users.

4.7 Site Access Review

Access to and from the development will be provided via one exit-only and one entrance-only driveway along US 1. The requirements for turn lanes were evaluated using the FDOT Design Manual Exhibit 212-1, National Cooperative Highway Research Program (NCHRP) 457 reports, and a posted speed of 55 miles per hour along US 1. The NCHRP reports are located in **Appendix M**. The results are presented below:

US 1 at Entrance-Only Project Driveway:

- A 455-ft (includes 50-ft taper and queue storage for 2 vehicles) northbound left turn lane is warranted.
- A 405-ft (includes 50-ft taper) southbound right turn lane is warranted. However, the southbound right-turn lane is geometrically constrained by the existing driveway for Window World located immediately north of the proposed developments northern Exit-Only project driveway. Therefore, a 200-ft southbound right-turn lane will be provided as shown on the site plan on **Appendix A**.
- Additionally, based on discussions with FDOT staff a 350-ft (includes 50-ft taper) southbound U-turn lane will be provided for project trips exiting the northern driveway.

5 CONCLUSION

This study was conducted to evaluate the impact of the proposed Tomoka Commerce Park development on the surrounding roadway network in Ormond Beach, Florida.

5.1 Recommended Improvements

Table 5-1 presents the recommended roadway segment improvements and **Table 5-2** presents the recommended intersection improvements.

Table 5-1: Recommended Roadway Segment Improvements

Background Conditions (Not Project Related)			
Roadway	Segment		Improvement
	From	To	
US 1	SR 5A/Nova Rd	Airport Rd	Widen to 6-lanes
SR 40/Granada Blvd	I-95	Williamson Boulevard	Widen to 6-lanes
	Williamson Boulevard	Clyde Morris Boulevard	Widen to 6-lanes
	Clyde Morris Boulevard	SR 5A/Nova Road	Widen to 6-lanes
	US 1	Halifax Avenue	Widen to 6-lanes
Hand Ave	Clyde Morris Boulevard	Shangri La Drive	Widen to 4-lanes

Table 5-2: Recommended Intersection Improvements

Background Conditions (Not Project Related)	
Intersection	Improvement
US 1 at Airport Rd	• Add northbound left-turn lane (dual lefts) • Add eastbound right turn overlap phase • Restrict Northbound U-turns • Optimize signal timings

The recommended improvements eligible for proportionate share, the estimated improvement cost, and proportionate share calculations are to be negotiated once the TIA results are accepted.

5.2 Site Access

Access to and from the development will be provided via one exit-only and one entrance-only driveway along US 1. The requirements for turn lanes were evaluated using the FDOT Design Manual Exhibit 212-1, National Cooperative Highway Research Program (NCHRP) 457 reports, and a posted speed of 55 miles per hour along US 1. The results are presented below:

US 1 at Entrance-Only Project Driveway:

- A 455-ft (includes 50-ft taper and queue storage for 2 vehicles) northbound left turn lane is warranted.
- A 405-ft (includes 50-ft taper) southbound right turn lane is warranted. However, the southbound right-turn lane is geometrically constrained by the existing driveway for Window World located immediately north of the proposed developments northern Exit-Only project driveway. Therefore, a 200-ft southbound right-turn lane will be provided as shown on the site plan on **Appendix A**.
  Additionally, based on discussions with FDOT staff a 350-ft (includes 50-ft taper) southbound U-turn lane will be provided for project trips exiting the northern driveway.

Based on the results of this analysis and the recommendations provided above, the Tomoka Commerce Park development is recommended for approval.

APPENDIX A

Conceptual Site Plan

Table 1
Gross Trip Generation
Tomoka Commerce Park

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Strip Retail Plaza (<40K)	822	T=42.20(X)+229.38	19.658	KSF	50%	50%	530	530	1,060
	Warehousing	150	T=1.58(X)+38.29	80.612	KSF	50%	50%	91	91	182
							Totals:	621	621	1,242
AM PH	Strip Retail Plaza (<40K)	822	T=2.36(X)	19.658	KSF	60%	40%	28	18	46
	Warehousing	150	T=0.17(X)	80.612	KSF	77%	23%	12	3	15
							Totals:	40	21	61
PM PH	Strip Retail Plaza (<40K)	822	T=6.59(X)	19.658	KSF	50%	50%	65	65	130
	Warehousing	150	T=0.18(X)	80.612	KSF	28%	72%	4	12	16
							Totals:	69	77	146

GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'

SITE DATA

TAX PARCEL NUMBER: 3242-00-00-0280
SITE AREA = 543,776 S.F. = 12.483 ACRES
LOT 1 = 1.534 ACRES
LOT 2 = 1.164 ACRES
LOT 3 = 2.455 ACRES
LOT 4 = 3.614 ACRES
COMMON AREA TRACT "A" ACCESS, MAINTENANCE, UTILITY, AND TREE PRESERVATION = 3.459 ACRES
PARCEL "A" LIFT STATION DEDICATED TO THE CITY ORMOND BEACH = 0.057 ACRES

BUILDING COVERAGE

LOT 1	9,829
LOT 2	9,829
LOT 3	8,626
	8,626
	8,626
	8,626
LOT 4	8,626
	8,626
	4,308
	17,274
	17,274
TOTAL	110,270 S.F. = 20.28% BUILDING COVERAGE

F.A.R. = 0.2028

IMPERVIOUS AREA

IMPERVIOUS AREA:	
TRACT A IMPERVIOUS =	45,599 S.F. = 28.61%
LOT 1 IMPERVIOUS =	33,134 S.F. = 49.58%
LOT 2 IMPERVIOUS =	23,576 S.F. = 46.49%
LOT 3 IMPERVIOUS =	69,468 S.F. = 64.96%
LOT 4 IMPERVIOUS =	110,019 S.F. = 69.80%
TOTAL IMPERVIOUS =	281,796 S.F. = 51.82%
TOTAL LANDSCAPE AREA =	261,981 S.F. = 48.18%

FLORIDA EAST COAST RAILWAY

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. FLORIDA REG. #47033
STEVE BRENEMAN, P.E. FLORIDA REG. #48070
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK
ORMOND BEACH * FLORIDA

OVERALL SITE PLAN

1
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 50'

SEAL

APPENDIX B

TIA Methodology Letter

LTG Engineering & Planning

Via Email: steven.spraker@ormondbeach.org

Ref: 6207.02

August 27, 2025

Steven Spraker, AICP
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: Tomoka Commerce Park – Traffic Impact Analysis (TIA) – Methodology Letter
Ormond Beach, Florida

Dear Mr. Spraker:

LTG, Inc. (LTG) has been retained by Vanacore Construction, Inc. to prepare a Traffic Impact Analysis (TIA) for the proposed development known as Tomoka Commerce Park. The development is located south of US 1, north of the FEC Railroad, 0.75 miles east of Airport Road and 0.35 miles west of Nova Road in the City of Ormond Beach, Florida. Access is proposed via one entrance-only driveway and one exit-only driveway along US 1. Build-out of the proposed development is anticipated by 2030. **Figure 1** shows the location of the project relative to the surrounding road network. A layout of the proposed site is attached as **Exhibit A**. The development will consist of the following land uses:

- Retail = 19,658 square-feet
- Warehousing/Storage = 90,612 square-feet

The City has adopted the Volusia Flagler Transportation Planning Organization (VFTPO) TIA guidelines. In accordance with these guidelines, this letter outlines the proposed methodology by which the analysis will be conducted. The analysis will be based on the latest concurrency information obtained from the Volusia County Traffic Engineering Department, the CITY Public Works and/or Development Services Departments, and the Florida Department of Transportation (FDOT).

Analysis Period

Roadway segments will be analyzed based on PM peak-hour two-way traffic and the intersections will be analyzed for AM and PM peak-hours. The analysis will be conducted under 2025 existing conditions, 2030 background conditions, and 2030 build-out conditions. The AM and PM peak-hour turning movement counts will be collected on a typical weekday (Tuesday, Wednesday, or Thursday) between the hours of 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM. The traffic counts will be adjusted by the FDOT Seasonal Factor (SF) specified for the week the data is collected. SF values less than 1.0 will not be applied.

Tomoka Commerce Park	N / NTS	Location Map	LTG Engineering & Planning
		Project No.: 6207.02 — Figure 1	

Project Trip Generation

The daily, AM peak-hour, and PM peak-hour trip generation for the project was determined using the Institute of Transportation Engineers (ITE), Trip Generation Manual, *11th Edition*. The resulting daily, AM, and PM project trip generation is summarized in **Table 1**.

Table 1
Gross Trip Generation
Tomoka Commerce Park

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Strip Retail Plaza (<40K)	822	T=42.2(X)+229.68	19.658	KSF	50%	50%	530	530	1,060
	Warehousing	150	T=1.58(X)+38.29	90.612	KSF	50%	50%	91	91	182
							Totals:	**621**	**621**	**1,242**
AM PH	Strip Retail Plaza (<40K)	822	T=2.36(X)	19.658	KSF	60%	40%	28	18	46
	Warehousing	150	T=0.17(X)	90.612	KSF	77%	23%	12	3	15
							Totals:	**40**	**21**	**61**
PM PH	Strip Retail Plaza (<40K)	822	T=6.59(X)	19.658	KSF	50%	50%	65	65	130
	Warehousing	150	T=0.18(X)	90.612	KSF	28%	72%	4	12	16
							Totals:	**69**	**77**	**146**

The pass-by trips were calculated using procedures outlined in the ITE Trip Generation Handbook, 3rd Edition and reviewed to ensure that they did not exceed the established threshold of 10% of the adjacent roadway traffic volume for State facilities. Pass-by trips were deducted from the gross trip generation and the resulting net new external AM and PM peak-hour trips are provided in **Table 2**.

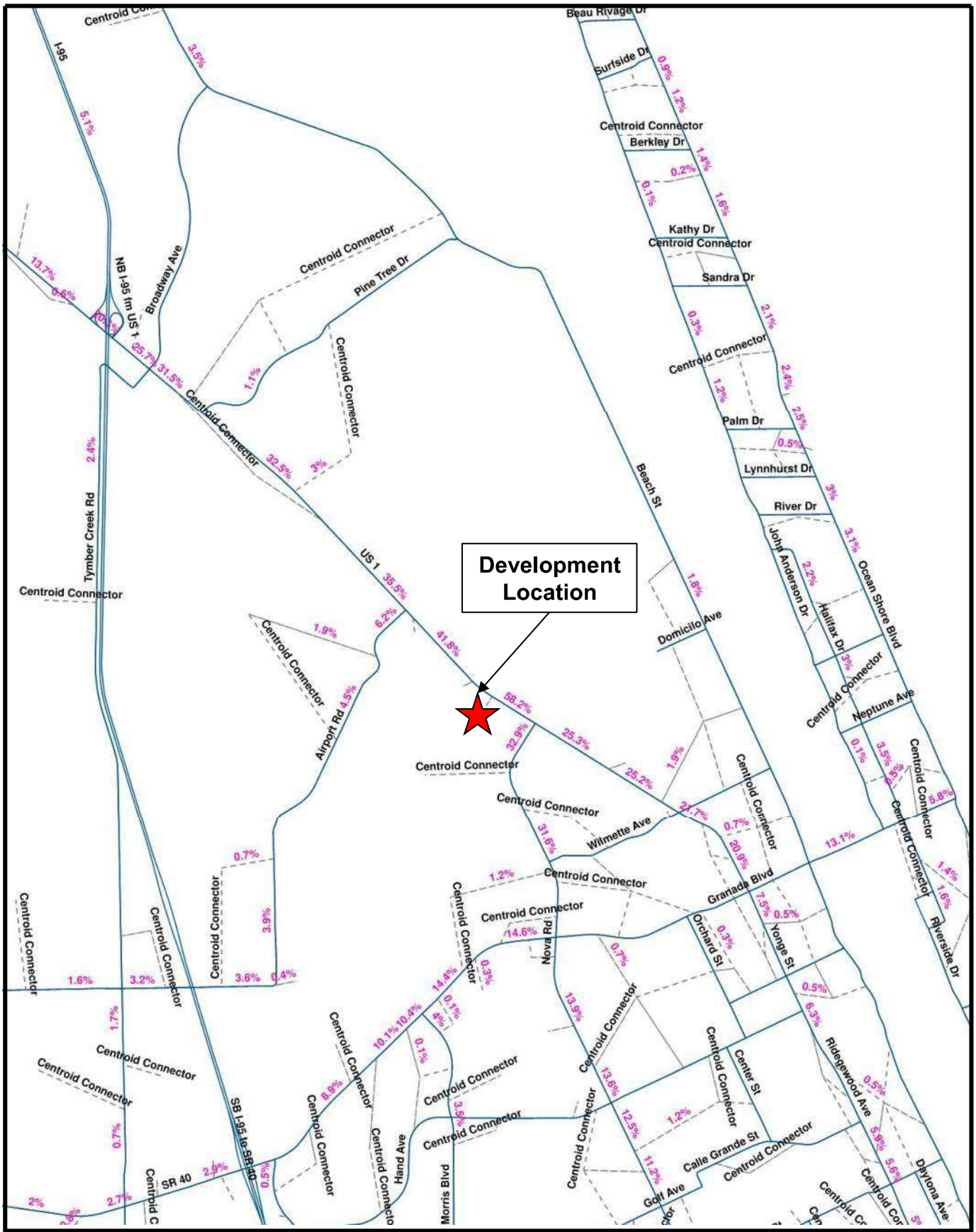
Table 2
Net External Trip Generation
Tomoka Commerce Park

Time Period	LUC	Total Trips			Internal Trips			Pass-By Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
AM PH	822	28	18	46	0	0	0	0	0	0	28	18	46
	150	12	3	15	0	0	0	0	0	0	12	3	15
Totals:		**40**	**21**	**61**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**23**	**63**
PM PH	822	65	65	130	0	0	0	26	26	52	39	39	78
	150	4	12	16	0	0	0	0	0	0	4	12	16
Totals:		**69**	**77**	**146**	**0**	**0**	**0**	**26**	**26**	**52**	**44**	**51**	**95**

**Due to similarities, the pass-by rate for LUC 821 was applied to LUC 822.*

Project Trip Distribution

The Central Florida Regional Planning Model, version 7 (CFRPM) was used to obtain the project trip distribution for the proposed development. A select zone analysis was completed for model base year 2030 and resulted in the project trip distribution shown in **Figure 2**. This project trip distribution will be used in evaluating roadway segment significance and will be used to distribute project traffic at external intersections.



Tomoka Commerce Park	N NTS	**Project Trip Distribution**	Project No.: 6207.02	Figure 2

LTG Engineering & Planning

Study Area

Per the VFTPO guidelines, projects must include all roadway segments to which the site has direct connections, that are impacted by the proposed project to within three percent or greater of the peak hour two-way adopted level of service (LOS) capacity, major intersections along the significant segments, and roadway segments that have been designated as "critical" or "near critical" within the site traffic influenced segments.

Critical and near critical roadways are defined by Volusia County as roadways with a volume to capacity (v/c) ratio that is equal to or greater than 1.0 and 0.90, respectively. **Figure 3** depicts the critical and near critical roadway segments within the area.

Using the project trip distribution, p.m. peak-hour project trips were assigned to the roadway network to determine the roadway segments that are impacted by the proposed project to within three percent or greater of the p.m. peak-hour two-way adopted level of service (LOS) capacity. **Table 3** presents the significance test on area roadways for the proposed development.

Based on the results of the significance test and the critical/near critical roadway segments in the area, the following intersections and roadway segments will be included in the study:

Roadway Segments:

- US 1 from SR 5A/Nova Road to Airport Road (significant, provides access)
- SR 40/Granada Boulevard from I-95 to SR 5A/Nova Road (near critical)
- SR 40/Granada Boulevard from US 1 to Halifax Avenue (critical)
- Hand Avenue from Clyde Morris Boulevard to Shangri La Drive (near critical)

Intersections:

- US 1 at SR 5A/Nova Road
- US 1 at Tomoka Boat Club Marina Bait Shop and Tiki Bar
- US 1 at Coquina Avenue
- US 1 at Airport Road
- US 1 at Northern Exit-Only Driveway (future conditions)
- US 1 at Southern Entrance-Only Driveway (future conditions)

Figure 4 shows the location of the study area intersections and project driveways.

Table 3
Significance Test
Tomoka Commerce Park

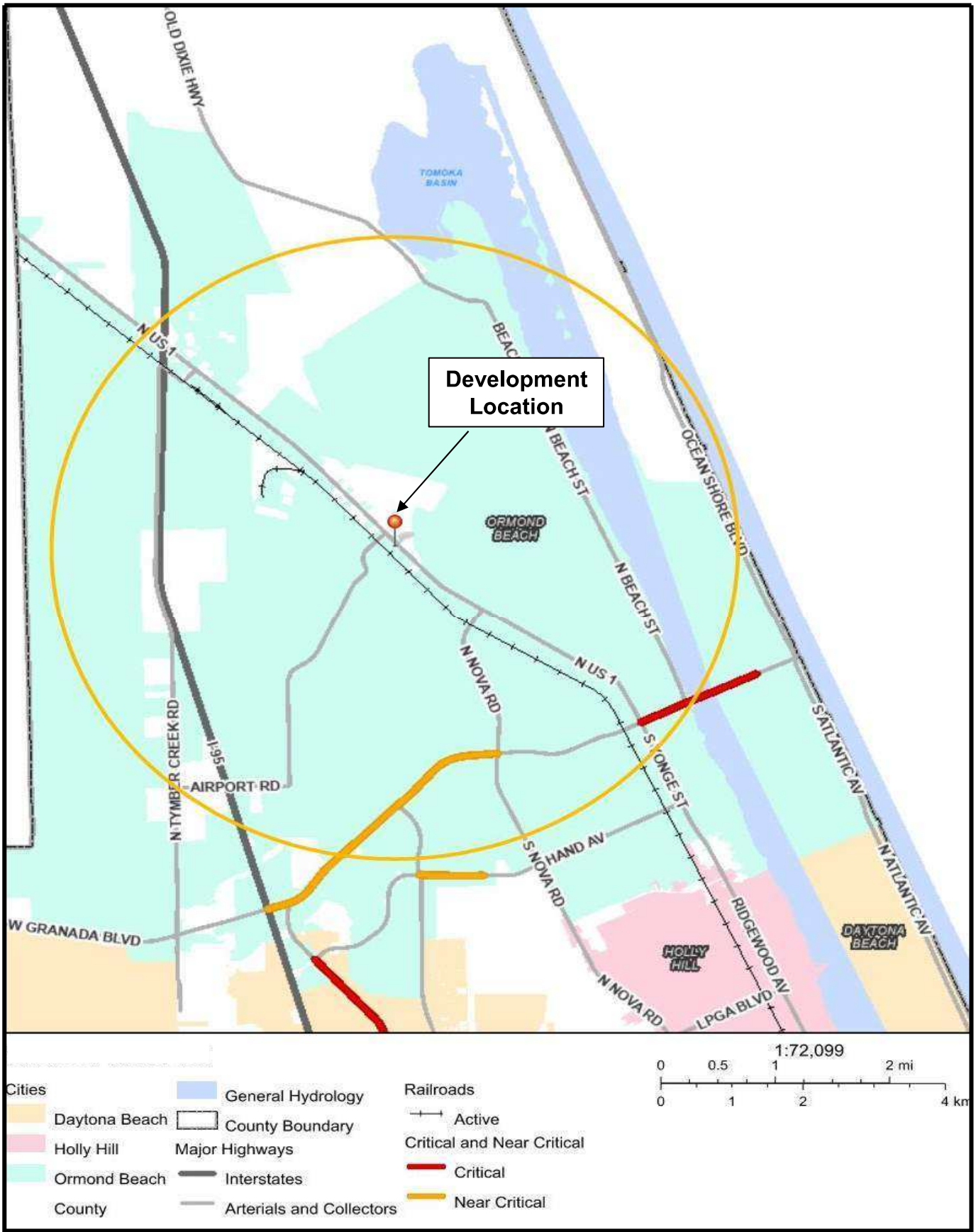
Roadway	Segment		No. of Lanes	Adopted LOS[1]	Peak Hour Two-Way Capacity at Adopted LOS[2]	Project Distribution	PM Peak Hour Two-Way		
							Project Trips	Impact of LOS	3% Significant?
US 1	Hand Ave	SR 40/Granada Blvd	4	D	3,580	7.5%	7	0.20%	No
	SR 40/Granada Blvd	SR 5A/Nova Rd	4	D	3,580	25.3%	24	0.67%	No
	SR 5A/Nova Rd	Airport Rd	4	D	3,580	100.0%	95	2.65%	No
	Airport Rd	I-95	4	D	3,580	35.5%	34	0.94%	No
Airport Rd	Tymber Creek Rd	Pineland Tr	2	E	2,200	3.2%	3	0.14%	No
	Pineland Tr	Sunshine Blvd	2	E	2,200	3.9%	4	0.17%	No
	Sunshine Blvd	US 1	2	E	2,200	6.2%	6	0.27%	No
SR 40/ Granada Blvd	I-95	Williamson Blvd	4	D	3,580	3.4%	3	0.09%	No
	Williamson Blvd	Clyde Morris Blvd	4	D	3,580	10.4%	10	0.28%	No
	Clyde Morris Blvd	SR 5A/Nova Rd	4	D	3,580	14.6%	14	0.39%	No
	SR 5A/Nova Rd	US 1	4	D	3,580	0.0%	0	0.00%	No
	US 1	Halifax Ave	4	D	2,920	13.1%	12	0.43%	No
	Halifax Ave	SR A1A	4	D	2,920	5.8%	6	0.19%	No
SR 5A/ Nova Rd	Hand Ave	SR 40/Granada Blvd	6	D	5,390	13.9%	13	0.24%	No
	SR 40/Granada Blvd	Wilmette Ave	6	D	5,390	30.4%	29	0.54%	No
	Wilmette Ave	US 1	4	D	3,580	32.9%	31	0.87%	No
Hand Ave	Clyde Morris Blvd	Shangri La Dr	2	E	1,540	0.0%	0	0.00%	No
	Shangri La Dr	SR 5A/Nova Rd	4	E	3,410	0.0%	0	0.00%	No
Beach St	SR 40/Granada Blvd	Wilmette Ave	2	E	1,440	1.8%	2	0.12%	No
	Wilmette Ave	Iglesia Ave	2	E	1,440	1.8%	2	0.12%	No
	Iglesia Ave	Pine Tree Dr	2	E	1,440	1.8%	2	0.12%	No

[1]Per Comprehensive Plan of Jurisdiction.
[2]Obtained from the most recent Volusia County Traffic Count Spreadsheet.
Critical
Near Critical
Direct Access

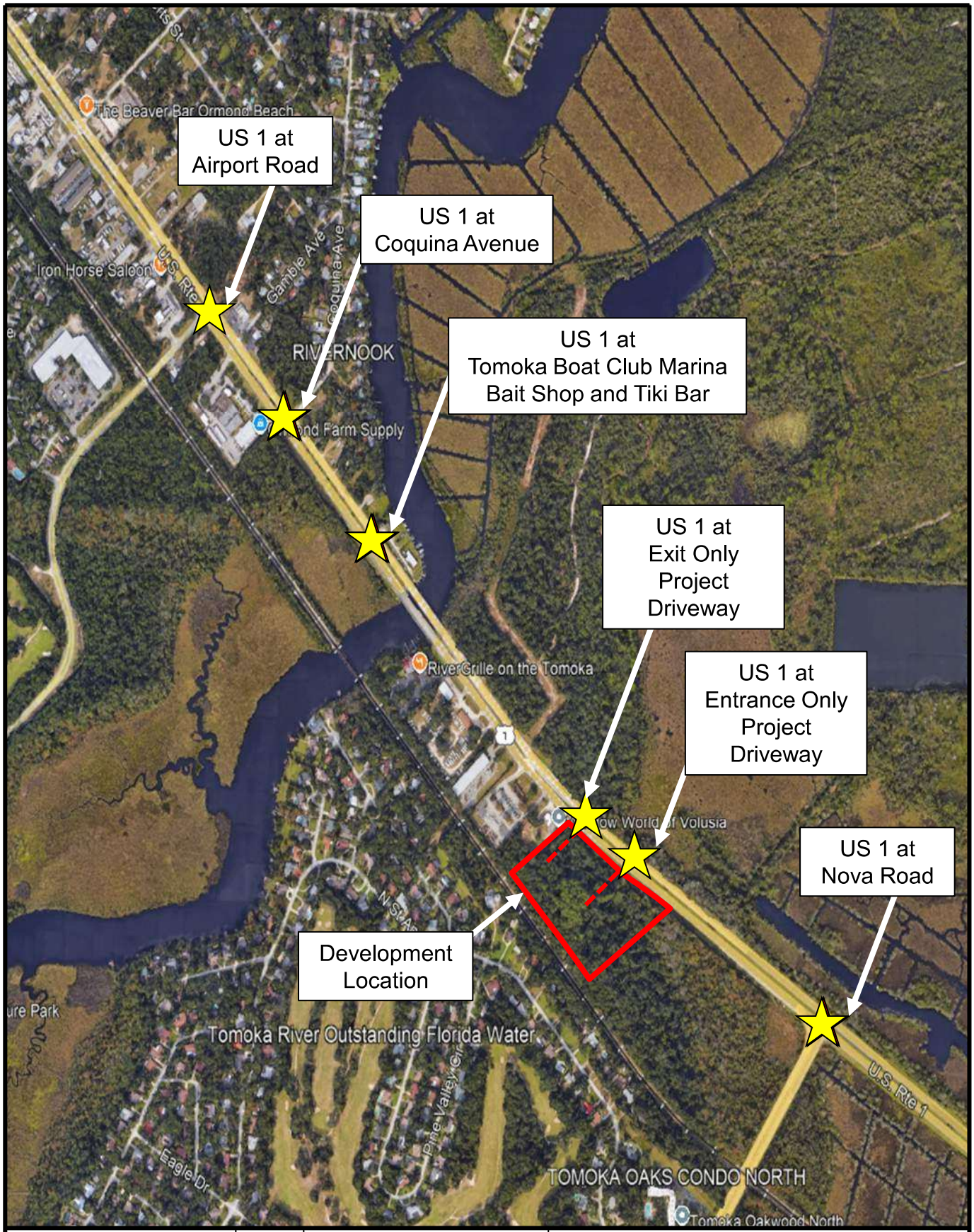
2030 Build-Out Volumes

The build-out traffic will be developed by the sum of the background traffic (derived from historical growth rates and/or vested trips as identified by Volusia County and the City of Daytona Beach) and the estimated project traffic. Growth rates for each study area roadway segment will be determined based on Volusia County's Segment Growth Rates and Vested Trips Instructions Policy flow chart (attached as **Exhibit B**). Per Volusia County directive, exponential regression will not be used to determine growth and 2020 AADTs will not be used.

Any vested trips that are required to be included in the background assessment on the study area roadway segments or at the intersections will need to be provided by the city or county for use in the analysis. All improvements funded for construction within the first three years of the five-year work program will be considered in the future analysis.



Tomoka Commerce Park	N NTS	**Critcal/Near-Critical Segment Map**	LTG Engineering & Planning
		Project No.: 6207.02 | Figure 3	



Tomoka Commerce Park	N / NTS	Study Area Intersections and Project Driveways	LTG Engineering & Planning
		Project No.: 6207.02 — Figure 4	

Segment Analysis – Existing, Background, and Build-Out Conditions

Segment analyses will be conducted under PM peak hour two-way conditions. If the future projected volume is expected to exceed the maximum service volume of a roadway segment, a transportation analysis may be conducted to determine service volume specific to that segment. The procedures documented in the latest version of the FDOT Quality/Level of Service Handbook will be used to determine specific capacity, if necessary.

Intersection Analysis – AM and PM Peak-Hours (Existing, Background, and Build-Out Conditions)

Intersections will be analyzed under both AM and PM peak hour conditions. The operating conditions for both the existing and future conditions at the signalized and unsignalized intersections will be analyzed using the latest version of Highway *Capacity Software 7* (HCS) or *Synchro 12*. These software utilizes the procedures outlined in Chapters 19 and 20 of the HCM 7th Edition *Highway Capacity Manual*, titled "Two-Way Stop Control Intersections" and "Signalized Intersections," respectively.

Alternative Mode Analysis

An alternate mode analysis will be conducted which will evaluate present and programmed bike, pedestrian, and transit mobility options. Planned bicycle and pedestrian connections within the development will be identified. Votran shall be notified of the proposed project (land use and intensity), and comments shall be requested for potential future routes.

Site Access Analysis

A site access analysis based on the proposed preliminary plan and driveway geometry will be included in the analysis. The current driveway spacing and turn lane criteria adopted by the maintaining agency will be used to evaluate any necessary access improvements or recommendations.

Additionally, a safety analysis will be conducted at the proposed project driveways. The safety analysis, currently required by Volusia County, will be conducted by reviewing the most recent available five (5) years of crash data. A crash summary will be provided for each intersection with build-out improvements. Applicable crash countermeasures or Crash Modification Factors (CMF) from the CMF Clearinghouse will be provided to mitigate identified crashes and/or safety issues due to the recommendation(s) made under build-out conditions. Crash data will be obtained from the Volusia County Traffic Engineering Division.

Mitigation Recommendations

Per the Volusia County Traffic Engineering Division, mitigation recommendations will be provided for all study area intersections and roadway segments that are currently operating or projected to operate outside the adopted LOS. Improvements to address volume to capacity (v/c) ratios greater than 1.0 will only be addressed if needed to achieve the adopted LOS.

All proposed mitigation improvements will be consistent with the appropriate City and County Comprehensive Plan Transportation Element. If roadway widening is proposed on a county facility beyond that which is indicated on the County's adopted Future Number of Lanes Map (or allowed by the County Traffic Engineer if such an amendment is pending), an alternative mitigation improvement project will be proposed. Recommendations to intersections and roadway segments within the study area will be provided, as applicable, in accordance with the roadway jurisdiction level-of-service standards. Mitigation recommendations may also include site access related improvements, mobility enhancement for alternative modes of travel, and for improved operational safety.

It is understood that this methodology will remain valid for a period of six (6) months from the date of approval.

Please review and advise if you agree with the proposed methodology or provide comments relating to preferred revisions. If you have any questions, please contact me at 386-257-2571.

Sincerely,
LTG, Inc.

George A. Galan, PE
Director of Traffic Operations

Attachments:

Exhibit A: Conceptual Site Plan

Exhibit B: Volusia County Background Growth Policy

CC:

Kirsten Fawcett, LTG, Inc. (kfawcett@ltg-inc.us)
William White, Volusia County (wdwhite@volusia.org)
Omar Atallah, Volusia County (oattallah@volusia.org)
Volusia TIA Review, Volusia County (VolusiaTIAReview@volusia.org)

EXHIBIT A

Conceptual Site Plan

Table 1
Gross Trip Generation
Tomoka Commerce Park

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	Warehousing	150	T=0.18(X)	80.612	KSF	28%	72%	4	12	16
							Totals:	69	77	146

GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'

SITE DATA

TAX PARCEL NUMBER: 3242-00-00-0280
SITE AREA = 543,776 S.F. = 12.483 ACRES
LOT 1 = 1.534 ACRES
LOT 2 = 1.164 ACRES
LOT 3 = 2.455 ACRES
LOT 4 = 3.614 ACRES
COMMON AREA TRACT "A" ACCESS, MAINTENANCE, UTILITY, AND TREE PRESERVATION = 3.459 ACRES
PARCEL "A" LIFT STATION DEDICATED TO THE CITY ORMOND BEACH = 0.057 ACRES

BUILDING COVERAGE

LOT 1	9,829
LOT 2	9,829
LOT 3	8,626
	8,626
	8,626
	8,626
LOT 4	8,626
	8,626
	4,308
	17,274
	17,274
TOTAL	110,270 S.F. = 20.28% BUILDING COVERAGE

F.A.R. = 0.2028

IMPERVIOUS AREA

IMPERVIOUS AREA:	
TRACT A IMPERVIOUS =	45,599 S.F. = 28.61%
LOT 1 IMPERVIOUS =	33,134 S.F. = 49.58%
LOT 2 IMPERVIOUS =	23,576 S.F. = 46.49%
LOT 3 IMPERVIOUS =	69,468 S.F. = 64.96%
LOT 4 IMPERVIOUS =	110,019 S.F. = 69.80%
TOTAL IMPERVIOUS =	281,796 S.F. = 51.82%
TOTAL LANDSCAPE AREA =	261,981 S.F. = 48.18%

FLORIDA EAST COAST RAILWAY

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK
ORMOND BEACH * FLORIDA

OVERALL SITE PLAN

1
SHEET NO.

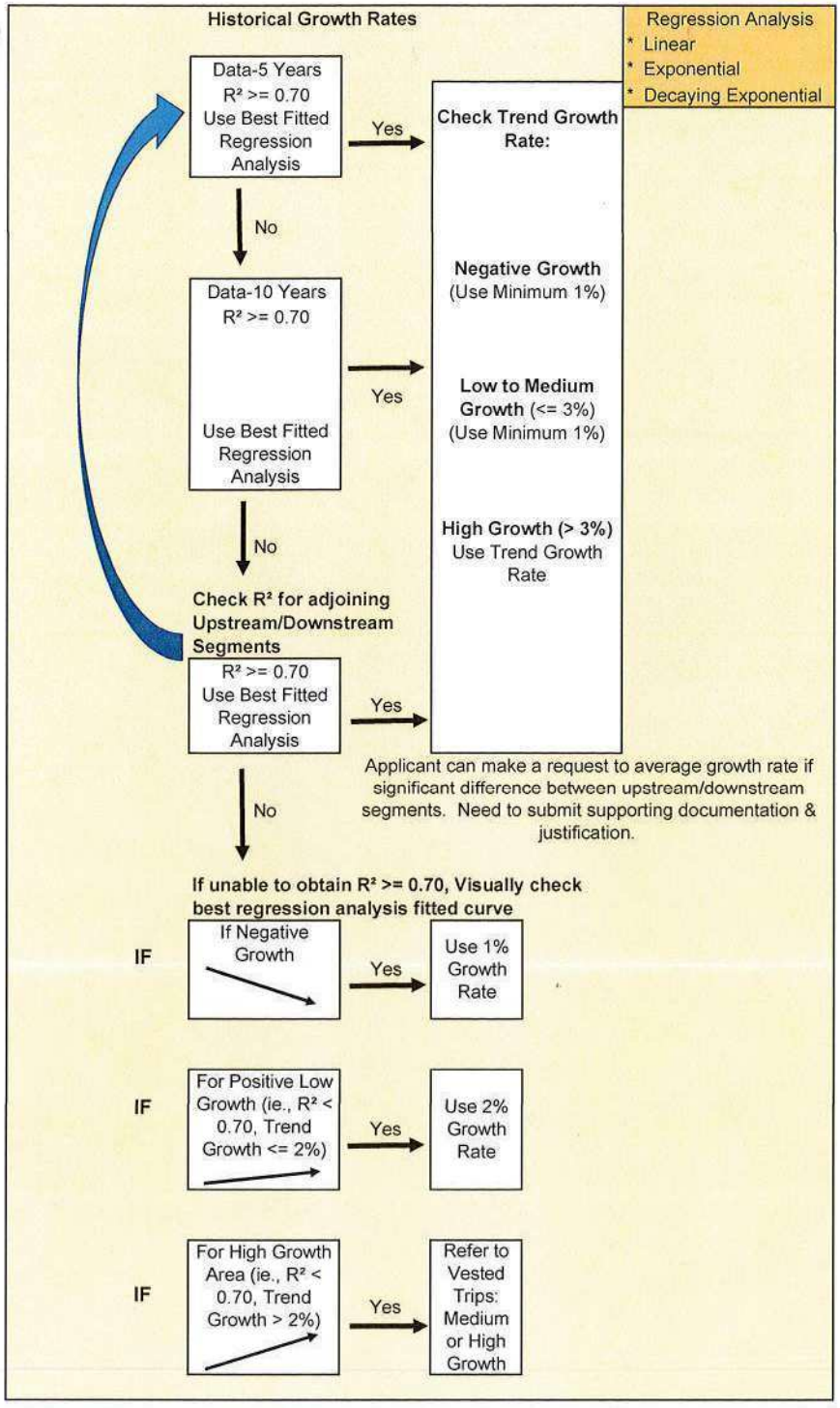
File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 50'

SEAL

EXHIBIT B

Volusia County Background Growth Policy

Volusia County's Segment Growth Rates and Vested Trips Instructions Policy



AND

IF there are - Vested Trips

Negative Growth (Use Minimum 1%):

\+ Vested Trips

Low to Medium Growth (<= 3%)(Use Minimum 1%):

\+ Vested Trips

High Growth (> 3%):

Use the Highest # of the two (growth rate or vested trips). Need to submit supporting documentation & justification

HIGH GROWTH & HIGH VESTED TRIPS

If there are Vested Trips from multiple approved projects on segment.
And, Vested Trips comprise of multiple uses that would normally have significant interaction (residential, retail, office, restaurant, etc...).

And, Vested Trips make up more than 30% of the total future background traffic.

Then, Vested Trips can be reduced by 30% upon request by the Applicant

Signed: Jon Cheney
Jon E. Cheney, P.E.

Date: 8/27/2020

Volusia County
Traffic Engineering

The following proposed development project has an *APPROVED TIA METHODOLOGY:*

Project:	**Tomoka Commerce Park**
Pacel Number(s)/Short PID:	**324200000280**
Date on Methodology/RTC Revision:	**August 27, 2025**
Date of Approval:	**September 2, 2025**
Date of Expiration:	**March 2, 2026**
Volusia County Reference Number:	**2025-TRAF-035**

Conditions:

The respective TIA can now be accepted for review by the county. TIAs must be completed per the Volusia-Flagler TPO TIA Guidelines, which can be found on the R2CTPO.org website.

Approval Signature: _____

TIA SUBMISSION TO COUNTY:

1) Submit the following items through email to VolusiaTiaReview@volusia.org
- *PDF copy of the complete TIA (TIA needs to include completed TIA checklist)*
- *Response to Comments (if resubmitted)*

2) Due size limitations and computer input file incompatibility issues, send the following directly to VCTE by Mail or Delivery:
- *CD or USB drive containing all computer input files*

***REMINDERS:**

- TIA approval needs to be obtained within a year of the approved methodology based on the interpretation of the TPO TIA Guidelines, which state that an approved methodology is valid for up to 6 months and a TIA is valid for up to a year..
- The TIA submitted to support a development plan or use permit cannot be older than one year.
- Advisory: If the applicant waits to submit the TIA or TIA revisions, requested updates to vested trip data, growth rates, traffic count data, etc. are likely to occur. (Example: Applicant submits TIA, receives comments, but doesn't update the TIA and respond to comments until 10 months later.)
- Copy VolusiaTiaReview@volusia.org on all email correspondence.
- Questions about TIAs and Methodologies should be addressed to wdwhite@volusia.org

Kirsten Fawcett

From: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Sent: Wednesday, August 20, 2025 12:44 PM
To: Kirsten Fawcett
Subject: RE: Tomoka Commerce Park - CTIA Methodology Letter

Good afternoon,

City staff have no comments. Thank you

Steven

Steven Spraker, AICP
Planning Director

Planning Department
22 South Beach Street, Room 103
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Kirsten Fawcett <Kfawcett@ltg-inc.us>
Sent: Tuesday, August 19, 2025 6:09 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: FW: Tomoka Commerce Park - CTIA Methodology Letter

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

Good evening Steven!

The County has issued the following comments for the Tomoka Commerce Park CTIA methodology, and they have issued approval of the Rezoning TIA we provided as well. We wanted to follow up with you to see if you had comments regarding either document. Please let me know if you have any questions.

Thank you!

Kirsten A. Fawcett

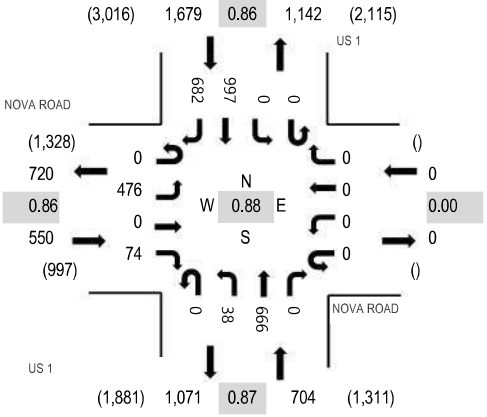
APPENDIX C

Raw Turning Movement Counts and FDOT Peak Season Factor Category Report

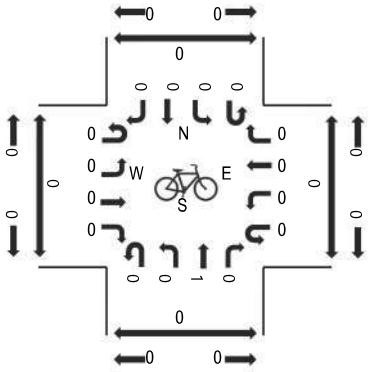
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 US 1 & NOVA ROAD AM
Date: Tuesday, November 19, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

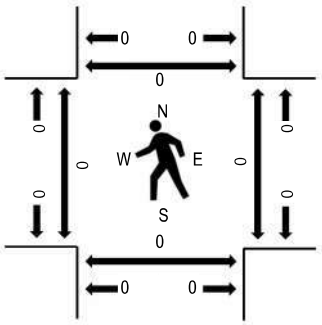
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	NOVA ROAD Eastbound				NOVA ROAD Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	91	0	8	0	0	0	0	0	1	116	0	0	0	165	95	476	2,738	0	0	0	0
7:15 AM	0	140	0	19	0	0	0	0	0	3	159	0	0	0	201	139	661	2,933	0	0	0	0
7:30 AM	0	117	0	5	0	0	0	0	0	4	202	0	0	0	260	178	766	2,919	0	0	0	0
7:45 AM	0	120	0	30	0	0	0	0	0	21	164	0	0	0	287	213	835	2,743	0	0	0	0
8:00 AM	0	99	0	20	0	0	0	0	0	10	141	0	0	0	249	152	671	2,586	0	0	0	0
8:15 AM	0	88	0	11	0	0	0	0	0	8	168	0	0	0	193	179	647		0	0	0	0
8:30 AM	0	102	0	13	0	0	0	0	0	3	145	0	0	0	194	133	590		0	0	0	0
8:45 AM	0	109	0	25	0	0	0	0	0	12	154	0	0	0	201	177	678		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	4	0	0	0	0	0	0	0	1	14	0	0	0	11	1	31
Lights	0	463	0	72	0	0	0	0	0	37	631	0	0	0	967	669	2,839
Mediums	0	9	0	2	0	0	0	0	0	0	21	0	0	0	19	12	63
Total	0	476	0	74	0	0	0	0	0	38	666	0	0	0	997	682	2,933

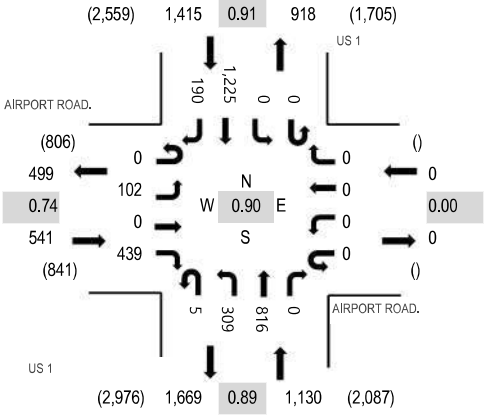
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		2.7%				0.0%				5.1%				2.6%			3.2%
Heavy Vehicle %	0.0%	2.7%	0.0%	2.7%	0.0%	0.0%	0.0%	0.0%	0.0%	2.6%	5.3%	0.0%	0.0%	0.0%	3.0%	1.9%	3.2%
Peak Hour Factor		0.86				0.00				0.87				0.86			0.88
Peak Hour Factor	0.00	0.85	0.00	0.62	0.00	0.00	0.00	0.00	0.00	0.51	0.84	0.00	0.00	0.00	0.87	0.85	0.88

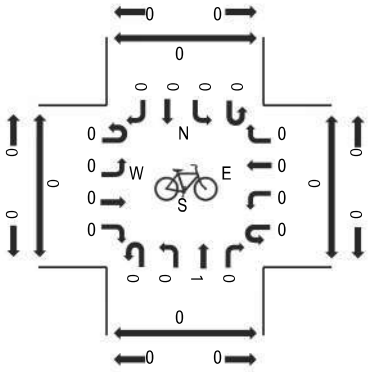
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 US 1 & AIRPORT ROAD. AM
Date: Tuesday, November 19, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

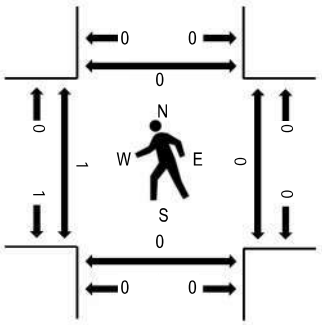
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	AIRPORT ROAD. Eastbound				AIRPORT ROAD. Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	8	0	50	0	0	0	0	3	74	134	0	0	0	211	43	523	2,934	0	0	0	0
7:15 AM	0	25	0	81	0	0	0	0	1	85	184	0	0	0	259	67	702	3,086	1	0	0	0
7:30 AM	0	22	0	129	0	0	0	0	0	100	216	0	0	0	340	49	856	2,993	0	0	0	0
7:45 AM	0	37	0	146	0	0	0	0	1	78	215	0	0	0	334	42	853	2,727	0	0	0	0
8:00 AM	0	18	0	83	0	0	0	0	3	46	201	0	0	0	292	32	675	2,553	0	0	0	0
8:15 AM	0	9	0	54	0	0	0	0	2	46	210	0	0	0	271	17	609		0	0	0	0
8:30 AM	0	21	0	57	0	0	0	0	2	43	177	0	0	0	270	20	590		2	0	0	0
8:45 AM	0	15	0	86	0	0	0	0	3	50	213	0	0	0	298	14	679		1	0	2	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	1	17	0	0	0	11	0	29
Lights	0	101	0	432	0	0	0	0	5	302	777	0	0	0	1,192	189	2,998
Mediums	0	1	0	7	0	0	0	0	0	6	22	0	0	0	22	1	59
Total	0	102	0	439	0	0	0	0	5	309	816	0	0	0	1,225	190	3,086

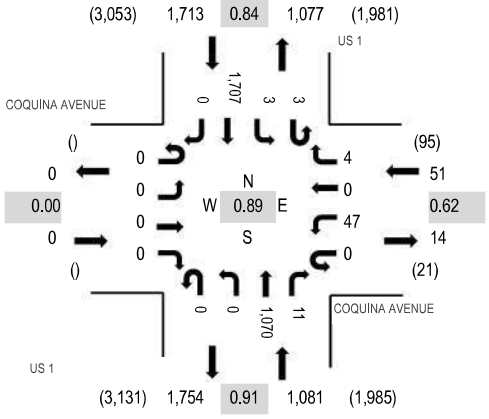
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		1.5%				0.0%				4.1%				2.4%			2.9%
Heavy Vehicle %	0.0%	1.0%	0.0%	1.6%	0.0%	0.0%	0.0%	0.0%	0.0%	2.3%	4.8%	0.0%	0.0%	0.0%	2.7%	0.5%	2.9%
Peak Hour Factor		0.74				0.00				0.89				0.91			0.90
Peak Hour Factor	0.00	0.69	0.00	0.75	0.00	0.00	0.00	0.00	0.83	0.84	0.97	0.00	0.00	0.00	0.91	0.75	0.90

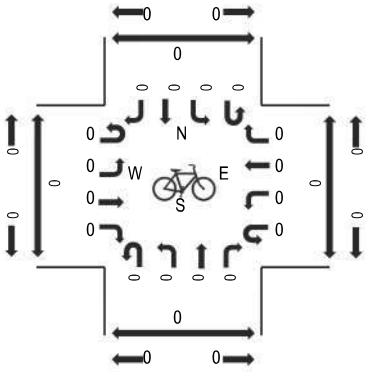
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 US 1 & COQUINA AVENUE AM
Date: Wednesday, August 27, 2025
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

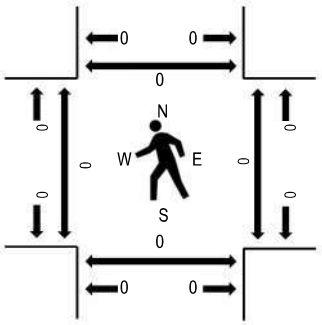
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	COQUINA AVENUE Eastbound				COQUINA AVENUE Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	6	0	2	0	0	191	2	0	0	272	0	473	2,620	0	0	0	0
7:15 AM	0	0	0	0	0	15	0	2	0	0	249	2	0	1	315	0	584	2,843	0	0	0	0
7:30 AM	0	0	0	0	0	24	0	2	0	0	302	1	0	1	436	0	766	2,845	0	0	0	0
7:45 AM	0	0	0	0	0	11	0	2	0	0	273	3	0	0	508	0	797	2,666	0	0	0	0
8:00 AM	0	0	0	0	0	5	0	0	0	0	269	5	3	1	413	0	696	2,513	0	0	0	0
8:15 AM	0	0	0	0	0	7	0	0	0	0	226	2	0	1	350	0	586		0	0	0	0
8:30 AM	0	0	0	0	0	9	0	0	0	0	220	0	0	0	358	0	587		0	0	0	0
8:45 AM	0	0	0	0	0	10	0	0	0	0	238	2	2	0	392	0	644		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	8	0	0	0	9	0	17
Lights	0	0	0	0	0	47	0	4	0	0	1,035	11	3	3	1,675	0	2,778
Mediums	0	0	0	0	0	0	0	0	0	0	27	0	0	0	23	0	50
Total	0	0	0	0	0	47	0	4	0	0	1,070	11	3	3	1,707	0	2,845

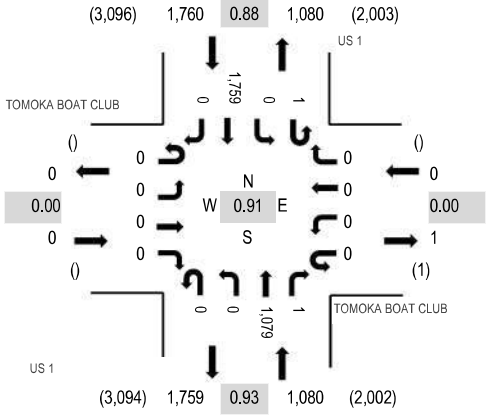
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.0%				3.2%				1.9%			2.4%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.3%	0.0%	0.0%	0.0%	1.9%	0.0%	2.4%
Peak Hour Factor		0.00				0.62				0.91				0.84			0.89
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.58	0.00	1.00	0.00	0.00	0.90	0.55	0.42	0.75	0.84	0.00	0.89

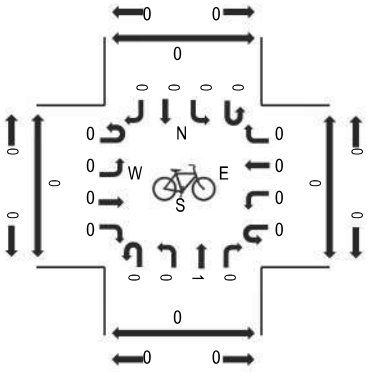
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 US 1 & TOMOKA BOAT CLUB AM
Date: Wednesday, August 27, 2025
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

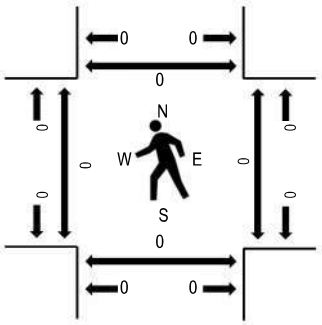
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	TOMOKA BOAT CLUB Eastbound				TOMOKA BOAT CLUB Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	0	0	0	0	0	195	0	0	0	282	0	477	2,596	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	255	0	1	0	320	0	576	2,813	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	296	0	1	0	464	0	761	2,840	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	281	0	0	0	501	0	782	2,640	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	272	1	0	0	421	0	694	2,502	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0	0	230	0	0	0	373	0	603		0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0	0	223	0	0	0	338	0	561		0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0	0	249	0	0	0	395	0	644		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	8	0	0	0	9	0	17
Lights	0	0	0	0	0	0	0	0	0	0	1,044	1	1	0	1,727	0	2,773
Mediums	0	0	0	0	0	0	0	0	0	0	27	0	0	0	23	0	50
Total	0	0	0	0	0	0	0	0	0	0	1,079	1	1	0	1,759	0	2,840

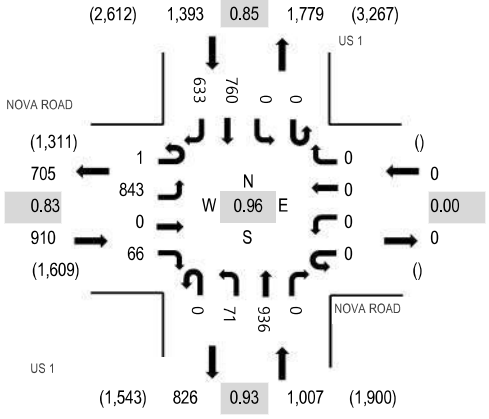
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.0%				3.2%				1.8%			2.4%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.2%	0.0%	0.0%	0.0%	1.8%	0.0%	2.4%
Peak Hour Factor		0.00				0.00				0.93				0.88			0.91
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.93	0.25	0.50	0.00	0.88	0.00	0.91

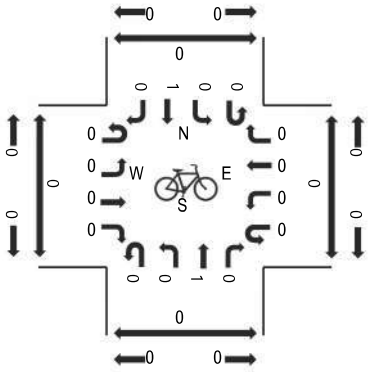
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 US 1 & NOVA ROAD PM
Date: Tuesday, November 19, 2024
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

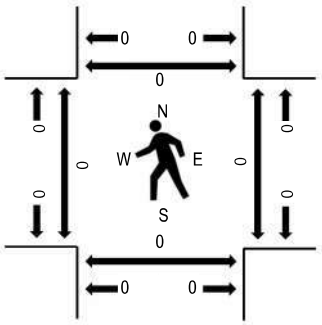
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	NOVA ROAD Eastbound				NOVA ROAD Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	157	0	10	0	0	0	0	1	20	190	0	0	0	182	150	710	3,047	0	0	0	0
4:15 PM	0	167	0	6	0	0	0	0	0	20	227	0	0	0	164	144	728	3,179	0	0	0	0
4:30 PM	1	157	0	21	0	0	0	0	0	23	235	0	0	0	231	177	845	3,310	0	0	0	0
4:45 PM	0	215	0	15	0	0	0	0	0	17	202	0	0	0	172	143	764	3,215	0	0	0	0
5:00 PM	0	210	0	17	0	0	0	0	0	17	242	0	0	0	193	163	842	3,074	0	0	0	0
5:15 PM	0	261	0	13	0	0	0	0	0	14	257	0	0	0	164	150	859		0	0	0	0
5:30 PM	1	169	0	13	0	0	0	0	0	9	222	0	0	0	190	146	750		0	0	0	0
5:45 PM	0	164	0	12	0	0	0	0	0	12	192	0	0	0	139	104	623		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	2	0	0	0	0	0	0	0	0	2	0	0	0	4	1	9
Lights	1	835	0	66	0	0	0	0	0	71	922	0	0	0	741	628	3,264
Mediums	0	6	0	0	0	0	0	0	0	0	12	0	0	0	15	4	37
Total	1	843	0	66	0	0	0	0	0	71	936	0	0	0	760	633	3,310

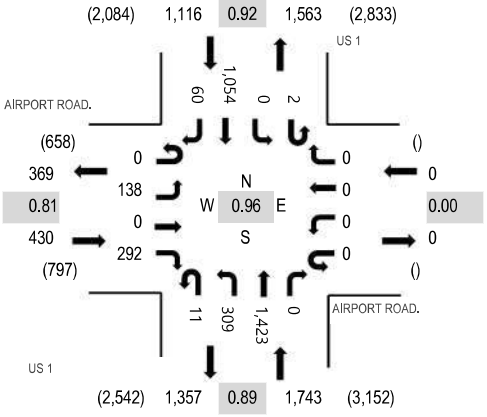
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.9%				0.0%				1.4%				1.7%			1.4%
Heavy Vehicle %	0.0%	0.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.5%	0.0%	0.0%	0.0%	2.5%	0.8%	1.4%
Peak Hour Factor		0.83				0.00				0.93				0.85			0.96
Peak Hour Factor	0.25	0.82	0.00	0.79	0.00	0.00	0.00	0.00	0.25	0.87	0.91	0.00	0.00	0.00	0.82	0.89	0.96

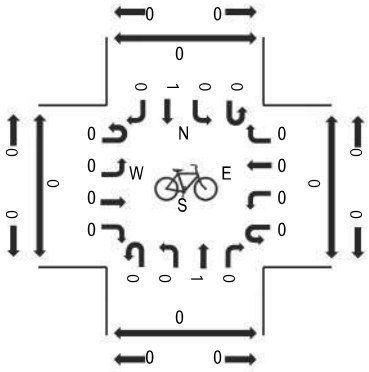
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 US 1 & AIRPORT ROAD. PM
Date: Tuesday, November 19, 2024
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

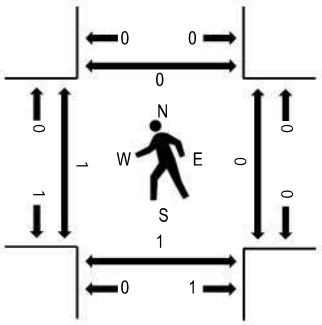
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	AIRPORT ROAD. Eastbound				AIRPORT ROAD. Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	33	0	82	0	0	0	0	2	62	264	0	0	0	245	11	699	3,008	0	0	0	0
4:15 PM	0	42	0	62	0	0	0	0	4	69	279	0	0	0	250	19	725	3,168	0	0	0	0
4:30 PM	0	43	0	100	0	0	0	0	1	101	297	0	0	0	268	17	827	3,289	0	0	0	0
4:45 PM	0	32	0	68	0	0	0	0	4	73	318	0	2	0	247	13	757	3,220	0	0	0	0
5:00 PM	0	30	0	64	0	0	0	0	5	78	376	0	0	0	288	18	859	3,025	0	0	0	0
5:15 PM	0	33	0	60	0	0	0	0	1	57	432	0	0	0	251	12	846		1	0	1	0
5:30 PM	0	27	0	65	0	0	0	0	3	62	338	0	1	0	253	9	758		0	0	0	0
5:45 PM	0	17	0	39	0	0	0	0	4	53	269	0	0	0	176	4	562		0	1	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	1	0	1	0	0	0	0	0	0	4	0	0	0	4	0	10
Lights	0	134	0	288	0	0	0	0	11	305	1,406	0	2	0	1,036	60	3,242
Mediums	0	3	0	3	0	0	0	0	0	4	13	0	0	0	14	0	37
Total	0	138	0	292	0	0	0	0	11	309	1,423	0	2	0	1,054	60	3,289

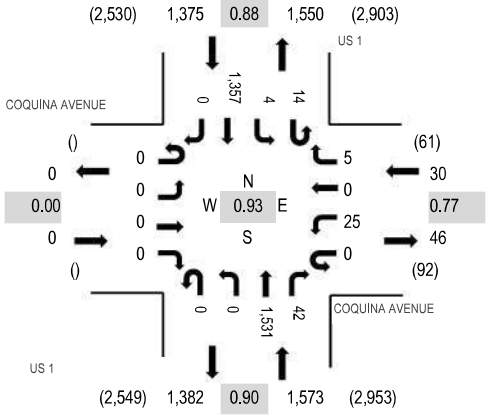
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		1.9%				0.0%				1.2%				1.6%			1.4%
Heavy Vehicle %	0.0%	2.9%	0.0%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	1.3%	1.2%	0.0%	0.0%	0.0%	1.7%	0.0%	1.4%
Peak Hour Factor		0.81				0.00				0.89				0.92			0.96
Peak Hour Factor	0.00	0.87	0.00	0.78	0.00	0.00	0.00	0.00	0.70	0.79	0.85	0.00	0.38	0.00	0.91	0.88	0.96

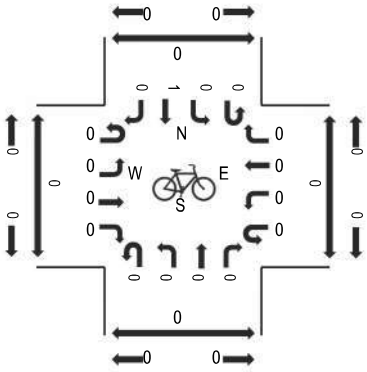
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 US 1 & COQUINA AVENUE PM
Date: Wednesday, August 27, 2025
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

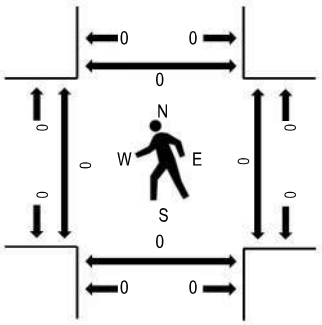
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	COQUINA AVENUE Eastbound				COQUINA AVENUE Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	7	0	1	0	0	317	11	5	1	285	0	627	2,692	0	0	0	0
4:15 PM	0	0	0	0	0	5	0	1	0	0	329	9	2	1	297	0	644	2,869	0	0	0	0
4:30 PM	0	0	0	0	0	4	0	2	0	0	362	10	1	1	350	0	730	2,978	0	0	0	0
4:45 PM	0	0	0	0	0	7	0	0	0	0	340	15	5	0	324	0	691	2,916	0	0	0	0
5:00 PM	0	0	0	0	0	5	0	2	0	0	398	9	6	1	383	0	804	2,852	0	0	0	0
5:15 PM	0	0	0	0	0	9	0	1	0	0	431	8	2	2	300	0	753		0	0	0	0
5:30 PM	0	0	0	0	0	5	0	1	0	0	358	9	2	2	291	0	668		0	0	0	0
5:45 PM	0	0	0	0	0	9	0	2	0	0	334	13	1	0	268	0	627		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	4	0	0	0	4	0	8
Lights	0	0	0	0	0	25	0	5	0	0	1,518	42	14	4	1,339	0	2,947
Mediums	0	0	0	0	0	0	0	0	0	0	9	0	0	0	14	0	23
Total	0	0	0	0	0	25	0	5	0	0	1,531	42	14	4	1,357	0	2,978

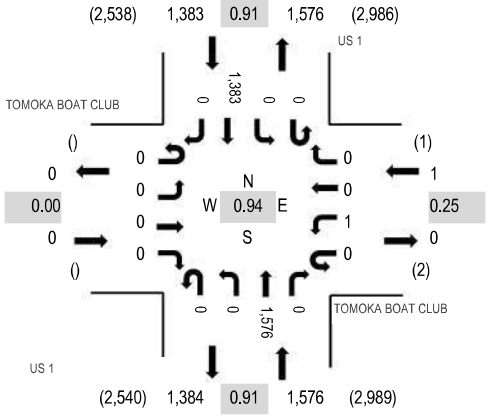
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.0%				0.8%				1.3%			1.0%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.0%	1.3%	0.0%	1.0%
Peak Hour Factor		0.00				0.77				0.90				0.88			0.93
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.78	0.00	0.75	0.00	0.00	0.89	0.75	0.63	0.63	0.89	0.00	0.93

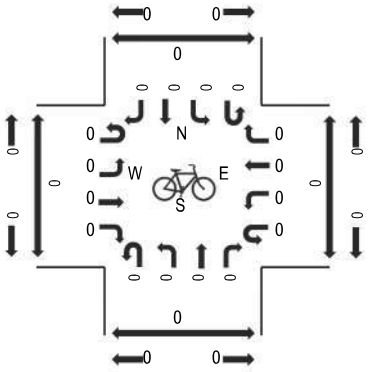
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 US 1 & TOMOKA BOAT CLUB PM
Date: Wednesday, August 27, 2025
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

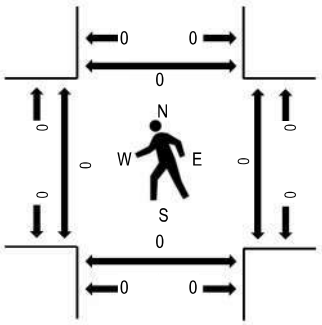
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	TOMOKA BOAT CLUB Eastbound				TOMOKA BOAT CLUB Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	0	0	0	0	0	325	0	0	1	277	0	603	2,666	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	1	0	343	1	0	0	303	0	648	2,849	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	367	0	0	0	353	0	720	2,960	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	367	0	0	0	328	0	695	2,931	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	404	0	0	0	382	0	786	2,862	0	0	0	0
5:15 PM	0	0	0	0	0	1	0	0	0	0	438	0	0	0	320	0	759		0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	1	0	393	0	0	0	297	0	691		0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	349	0	0	0	277	0	626		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	4	0	0	0	4	0	8
Lights	0	0	0	0	0	1	0	0	0	0	1,563	0	0	0	1,365	0	2,929
Mediums	0	0	0	0	0	0	0	0	0	0	9	0	0	0	14	0	23
Total	0	0	0	0	0	1	0	0	0	0	1,576	0	0	0	1,383	0	2,960

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.0%				0.8%				1.3%			1.0%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.0%	1.3%	0.0%	1.0%
Peak Hour Factor		0.00				0.25				0.91				0.91			0.94
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.25	0.00	0.91	0.25	0.00	0.25	0.91	0.00	0.94

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7900 VOLUSIA COUNTYWIDE

MOCF: 0.97

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.00	1.03
2	01/07/2024 - 01/13/2024	1.02	1.05
3	01/14/2024 - 01/20/2024	1.04	1.07
4	01/21/2024 - 01/27/2024	1.03	1.06
5	01/28/2024 - 02/03/2024	1.01	1.04
6	02/04/2024 - 02/10/2024	0.99	1.02
* 7	02/11/2024 - 02/17/2024	0.97	1.00
* 8	02/18/2024 - 02/24/2024	0.97	1.00
* 9	02/25/2024 - 03/02/2024	0.97	1.00
*10	03/03/2024 - 03/09/2024	0.96	0.99
*11	03/10/2024 - 03/16/2024	0.96	0.99
*12	03/17/2024 - 03/23/2024	0.96	0.99
*13	03/24/2024 - 03/30/2024	0.96	0.99
*14	03/31/2024 - 04/06/2024	0.96	0.99
*15	04/07/2024 - 04/13/2024	0.97	1.00
*16	04/14/2024 - 04/20/2024	0.97	1.00
*17	04/21/2024 - 04/27/2024	0.97	1.00
*18	04/28/2024 - 05/04/2024	0.98	1.01
*19	05/05/2024 - 05/11/2024	0.98	1.01
20	05/12/2024 - 05/18/2024	0.99	1.02
21	05/19/2024 - 05/25/2024	0.99	1.02
22	05/26/2024 - 06/01/2024	1.00	1.03
23	06/02/2024 - 06/08/2024	1.01	1.04
24	06/09/2024 - 06/15/2024	1.01	1.04
25	06/16/2024 - 06/22/2024	1.02	1.05
26	06/23/2024 - 06/29/2024	1.02	1.05
27	06/30/2024 - 07/06/2024	1.03	1.06
28	07/07/2024 - 07/13/2024	1.03	1.06
29	07/14/2024 - 07/20/2024	1.04	1.07
30	07/21/2024 - 07/27/2024	1.03	1.06
31	07/28/2024 - 08/03/2024	1.02	1.05
32	08/04/2024 - 08/10/2024	1.01	1.04
33	08/11/2024 - 08/17/2024	1.00	1.03
34	08/18/2024 - 08/24/2024	1.01	1.04
35	08/25/2024 - 08/31/2024	1.01	1.04
36	09/01/2024 - 09/07/2024	1.02	1.05
37	09/08/2024 - 09/14/2024	1.02	1.05
38	09/15/2024 - 09/21/2024	1.02	1.05
39	09/22/2024 - 09/28/2024	1.02	1.05
40	09/29/2024 - 10/05/2024	1.01	1.04
41	10/06/2024 - 10/12/2024	1.00	1.03
42	10/13/2024 - 10/19/2024	1.00	1.03
43	10/20/2024 - 10/26/2024	1.01	1.04
44	10/27/2024 - 11/02/2024	1.03	1.06
45	11/03/2024 - 11/09/2024	1.04	1.07
46	11/10/2024 - 11/16/2024	1.05	1.08
47	11/17/2024 - 11/23/2024	1.04	1.07
48	11/24/2024 - 11/30/2024	1.03	1.06
49	12/01/2024 - 12/07/2024	1.02	1.05
50	12/08/2024 - 12/14/2024	1.01	1.04
51	12/15/2024 - 12/21/2024	1.00	1.03
52	12/22/2024 - 12/28/2024	1.02	1.05
53	12/29/2024 - 12/31/2024	1.04	1.07

* PEAK SEASON

APPENDIX D

Traffic Signal Timing Sheets

Volusia County, FL

ECONOLITE

MOVING TRAFFIC FORWARD

314 - US-1 @ Airport - Cobalt [redacted] Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1

Plan 1 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	S-L	N-T	N	E-T	N-L	S-T	N	N	N	N	N	N	N	N	N	N
Min Green	5	16	0	7	5	16	0	0	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	0	0	7	0	7	0	0	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	0	0	30	0	21	0	0	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	3.0	4.0	0.0	3.0	3.0	4.0	0.0	0.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	25	40	0	40	25	40	0	0	35	35	35	35	35	35	35	35
Max2	0	0	0	0	0	0	0	0	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	5.5	5.5	0.0	5.0	5.5	5.5	0.0	0.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	2.0	2.0	0.0	3.0	2.0	2.0	0.0	0.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Volusia County, FL

ECONOLITE

MOVING TRAFFIC FORWARD

314 - US-1 @ Airport - Cobalt [redacted] - Econolite Type - Cobalt

Time Base Day Plan/Schedule
Day Plan (MM) 5-3

Day Plan #1 - "1"

Event	Action Plan	Start Time
1	11	00:00

Schedule (MM) 5-4

Schedule Number - 1

Day Plan No.: 1

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	X	X	X	X	X	X	X	X	X	X	X	X

Day (DOW)	SUN	MON	TUE	WED	THU	FRI	SAT
	X	X	X	X	X	X	X

Day (DOM)	1	2	3	4	5	6	7	8	9	10	11
	X	X	X	X	X	X	X	X	X	X	X
	12	13	14	15	16	17	18	19	20	21	22
	X	X	X	X	X	X	X	X	X	X	X
	23	24	25	26	27	28	29	30	31		
	X	X	X	X	X	X	X	X	X		

Volusia County, FL

ECONOLITE

MOVING TRAFFIC FORWARD

227 - US-1 @ Nova Rd North - Cobalt [redacted] - Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1

Plan 1 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	N	N-T	N	E-T	N-L	S-T	E-L	N	N	N	N	N	N	N	N	N
Min Green	0	16	0	11	6	16	11	0	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	0	0	0	0	0	0	0	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	0	0	0	0	0	0	0	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	0.0	4.0	0.0	4.0	4.0	4.0	4.0	0.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	0	45	0	30	25	45	30	0	35	35	35	35	35	35	35	35
Max2	0	0	0	0	0	0	0	0	40	40	40	40	40	40	40	40
Max3	0	0	0	60	0	0	60	0	0	0	0	0	0	0	0	0
DYM Max	0	90	0	60	35	90	60	0	0	0	0	0	0	0	0	0
Dym Step	0.0	10.0	0.0	10.0	10.0	10.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	0.0	5.5	0.0	4.8	5.5	5.5	4.8	0.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	0.0	2.0	0.0	3.2	2.0	2.0	3.2	0.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	0.0	2.0	0.0	2.0	2.0	2.0	2.0	0.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Volusia County, FL

ECONOLITE

MOVING TRAFFIC FORWARD

227 - US-1 @ Nova Rd North - Cobalt [redacted] - Econolite Type - Cobalt

Time Base Day Plan/Schedule
Day Plan (MM) 5-3

Day Plan #1 - "1"

Event	Action Plan	Start Time
1	11	07:00
2	12	21:00

Schedule (MM) 5-4

Schedule Number - 1

Day Plan No.: 1

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	X	X	X	X	X	X	X	X	X	X	X	X

Day (DOW)	SUN	MON	TUE	WED	THU	FRI	SAT
	X	X	X	X	X	X	X

Day (DOM)	1	2	3	4	5	6	7	8	9	10	11
	X	X	X	X	X	X	X	X	X	X	X
	12	13	14	15	16	17	18	19	20	21	22
	X	X	X	X	X	X	X	X	X	X	X
	23	24	25	26	27	28	29	30	31		
	X	X	X	X	X	X	X	X	X		

APPENDIX E

Synchro Summary Sheets – Existing Conditions

Movement	SEU	SET	SER	NWU	NWL	NWT	NEL	NER
Lane Configurations								
Traffic Volume (veh/h)	0	1274	198	5	321	849	106	457
Future Volume (veh/h)	0	1274	198	5	321	849	106	457
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1856	1870		1870	1826	1870	1870
Adj Flow Rate, veh/h		1416	220		357	943	118	508
Peak Hour Factor		0.90	0.90		0.90	0.90	0.90	0.90
Percent Heavy Veh, %		3	2		2	5	2	2
Cap, veh/h		1102	495		348	1965	557	495
Arrive On Green		0.31	0.31		0.20	0.57	0.31	0.31
Sat Flow, veh/h		3618	1585		1781	3561	1781	1585
Grp Volume(v), veh/h		1416	220		357	943	118	508
Grp Sat Flow(s),veh/h/ln		1763	1585		1781	1735	1781	1585
Q Serve(g_s), s		40.0	14.2		25.0	20.7	6.2	40.0
Cycle Q Clear(g_c), s		40.0	14.2		25.0	20.7	6.2	40.0
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1102	495		348	1965	557	495
V/C Ratio(X)		1.29	0.44		1.03	0.48	0.21	1.03
Avail Cap(c_a), veh/h		1102	495		348	1965	557	495
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		44.0	35.1		51.5	16.5	32.4	44.0
Incr Delay (d2), s/veh		135.3	2.9		55.1	0.8	0.2	47.1
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		54.5	9.5		22.8	12.1	5.0	46.9
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		179.3	38.0		106.6	17.4	32.6	91.1
LnGrp LOS		F	D		F	B	C	F
Approach Vol, veh/h		1636				1300	626	
Approach Delay, s/veh		160.3				41.9	80.1	
Approach LOS		F				D	F	

Timer - Assigned Phs	2		4	5	6			
Phs Duration (G+Y+Rc), s	80.0		48.0	32.5	47.5			
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5			
Max Green Setting (Gmax), s	40.0		40.0	25.0	40.0			
Max Q Clear Time (g_c+I1), s	22.7		42.0	27.0	42.0			
Green Ext Time (p_c), s	7.3		0.0	0.0	0.0			

Intersection Summary								
HCM 7th Control Delay, s/veh		103.0						
HCM 7th LOS		F						

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.6

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	3	3	1724	1081	11	47	4
Future Vol, veh/h	3	3	1724	1081	11	47	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	455	-	-	455	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	3	3	1937	1215	12	53	4

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1215	1227	0	-	0	2197	607
Stage 1	-	-	-	-	-	1215	-
Stage 2	-	-	-	-	-	982	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	241	564	-	-	-	~ 38	439
Stage 1	-	-	-	-	-	244	-
Stage 2	-	-	-	-	-	323	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	336	336	-	-	-	~ 38	439
Mov Cap-2 Maneuver	-	-	-	-	-	184	-
Stage 1	-	-	-	-	-	239	-
Stage 2	-	-	-	-	-	323	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.06	0	31.47
HCM LOS			D

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	336	-	192
HCM Lane V/C Ratio	-	-	0.02	-	0.298
HCM Ctrl Dly (s/v)	-	-	15.9	-	31.5
HCM Lane LOS	-	-	C	-	D
HCM 95th %tile Q(veh)	-	-	0.1	-	1.2

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	1	0	1777	1090	1	0	0
Future Vol, veh/h	1	0	1777	1090	1	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	245	-	-	-	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	92	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	1	0	1911	1172	1	0	0

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1173	1173	0	-	0	2130	587
Stage 1	-	-	-	-	-	1173	-
Stage 2	-	-	-	-	-	958	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	257	591	-	-	-	43	453
Stage 1	-	-	-	-	-	256	-
Stage 2	-	-	-	-	-	333	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	257	257	-	-	-	42	453
Mov Cap-2 Maneuver	-	-	-	-	-	195	-
Stage 1	-	-	-	-	-	255	-
Stage 2	-	-	-	-	-	333	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.01	0	0
HCM LOS			A

Minor Lane/Major Mvmt	NWT	NWR	SEL	SETSWLn1
Capacity (veh/h)	-	-	257	- -
HCM Lane V/C Ratio	-	-	0.004	- -
HCM Ctrl Dly (s/v)	-	-	19.1	- 0
HCM Lane LOS	-	-	C	- A
HCM 95th %tile Q(veh)	-	-	0	- -

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	1037	709	40	693	495	77
Future Volume (veh/h)	1037	709	40	693	495	77
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1856	1870	1856	1826	1856	1856
Adj Flow Rate, veh/h	1178	0	45	788	562	88
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	3	2	3	5	3	3
Cap, veh/h	1696		113	2169	717	329
Arrive On Green	0.48	0.00	0.06	0.63	0.21	0.21
Sat Flow, veh/h	3618	1585	1767	3561	3428	1572
Grp Volume(v), veh/h	1178	0	45	788	562	88
Grp Sat Flow(s),veh/h/ln	1763	1585	1767	1735	1714	1572
Q Serve(g_s), s	24.4	0.0	2.3	10.3	14.5	4.4
Cycle Q Clear(g_c), s	24.4	0.0	2.3	10.3	14.5	4.4
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1696		113	2169	717	329
V/C Ratio(X)	0.69		0.40	0.36	0.78	0.27
Avail Cap(c_a), veh/h	1696		472	2169	1099	504
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.9	0.0	42.0	8.5	35.0	31.0
Incr Delay (d2), s/veh	2.4	0.0	3.2	0.5	2.9	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	13.8	0.0	1.9	5.5	10.0	7.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	21.3	0.0	45.2	9.0	37.9	31.6
LnGrp LOS	C		D	A	D	C
Approach Vol, veh/h	1178			833	650	
Approach Delay, s/veh	21.3			10.9	37.0	
Approach LOS	C			B	D	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		66.0		27.6	13.5	52.5
Change Period (Y+Rc), s		7.5		8.0	7.5	7.5
Max Green Setting (Gmax), s		45.0		30.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		12.3		16.5	4.3	26.4
Green Ext Time (p_c), s		7.7		3.0	0.1	9.7

Intersection Summary		
HCM 7th Control Delay, s/veh	21.9	
HCM 7th LOS	C	

Notes
Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

Movement	SEU	SET	SER	NWU	NWL	NWT	NEL	NER
Lane Configurations								
Traffic Volume (veh/h)	2	1096	6	11	321	1480	144	304
Future Volume (veh/h)	2	1096	6	11	321	1480	144	304
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1870	1870		1870	1870	1856	1870
Adj Flow Rate, veh/h		1154	6		338	1558	152	320
Peak Hour Factor		0.95	0.95		0.95	0.95	0.95	0.95
Percent Heavy Veh, %		2	2		2	2	3	2
Cap, veh/h		1280	571		367	2252	401	359
Arrive On Green		0.36	0.36		0.21	0.63	0.23	0.23
Sat Flow, veh/h		3647	1585		1781	3647	1767	1585
Grp Volume(v), veh/h		1154	6		338	1558	152	320
Grp Sat Flow(s),veh/h/ln		1777	1585		1781	1777	1767	1585
Q Serve(g_s), s		34.2	0.3		20.6	31.8	8.1	21.7
Cycle Q Clear(g_c), s		34.2	0.3		20.6	31.8	8.1	21.7
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1280	571		367	2252	401	359
V/C Ratio(X)		0.90	0.01		0.92	0.69	0.38	0.89
Avail Cap(c_a), veh/h		1280	571		401	2252	636	571
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		33.7	22.8		43.2	13.3	36.3	41.6
Incr Delay (d2), s/veh		10.4	0.0		25.1	1.8	0.6	10.5
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		21.7	0.2		16.6	16.0	6.4	25.6
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		44.1	22.9		68.3	15.0	36.9	52.1
LnGrp LOS		D	C		E	B	D	D
Approach Vol, veh/h		1160				1896	472	
Approach Delay, s/veh		44.0				24.5	47.2	
Approach LOS		D				C	D	

Timer - Assigned Phs	2		4	5	6			
Phs Duration (G+Y+Rc), s	77.9		33.2	30.4	47.5			
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5			
Max Green Setting (Gmax), s	40.0		40.0	25.0	40.0			
Max Q Clear Time (g_c+I1), s	33.8		23.7	22.6	36.2			
Green Ext Time (p_c), s	5.1		1.4	0.2	2.7			

Intersection Summary								
HCM 7th Control Delay, s/veh		34.0						
HCM 7th LOS		C						

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.7

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	14	4	1371	1546	42	25	5
Future Vol, veh/h	14	4	1371	1546	42	25	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	455	-	-	455	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	15	4	1507	1699	46	27	5

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1699	1745	0	-	0	2492	849
Stage 1	-	-	-	-	-	1699	-
Stage 2	-	-	-	-	-	793	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	117	356	-	-	-	~ 24	304
Stage 1	-	-	-	-	-	133	-
Stage 2	-	-	-	-	-	406	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	135	135	-	-	-	~ 20	304
Mov Cap-2 Maneuver	-	-	-	-	-	104	-
Stage 1	-	-	-	-	-	114	-
Stage 2	-	-	-	-	-	406	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.47	0	47.52
HCM LOS			E

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	135	-	117
HCM Lane V/C Ratio	-	-	0.146	-	0.282
HCM Ctrl Dly (s/v)	-	-	36.1	-	47.5
HCM Lane LOS	-	-	E	-	E
HCM 95th %tile Q(veh)	-	-	0.5	-	1.1

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0

Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Vol, veh/h	0	1397	1592	0	1	0
Future Vol, veh/h	0	1397	1592	0	1	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	245	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1486	1694	0	1	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1694	0	-	0	2437	847
Stage 1	-	-	-	-	1694	-
Stage 2	-	-	-	-	743	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	373	-	-	-	26	305
Stage 1	-	-	-	-	134	-
Stage 2	-	-	-	-	431	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	373	-	-	-	26	305
Mov Cap-2 Maneuver	-	-	-	-	122	-
Stage 1	-	-	-	-	134	-
Stage 2	-	-	-	-	431	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0	0	34.8
HCM LOS			D

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	373	-	122
HCM Lane V/C Ratio	-	-	-	-	0.009
HCM Ctrl Dly (s/v)	-	-	0	-	34.8
HCM Lane LOS	-	-	A	-	D
HCM 95th %tile Q(veh)	-	-	0	-	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	790	658	74	973	877	69
Future Volume (veh/h)	790	658	74	973	877	69
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1856	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	832	0	78	1024	923	73
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	3	2	2	2	2	2
Cap, veh/h	1520		114	2015	983	451
Arrive On Green	0.43	0.00	0.06	0.57	0.28	0.28
Sat Flow, veh/h	3618	1585	1781	3647	3456	1585
Grp Volume(v), veh/h	832	0	78	1024	923	73
Grp Sat Flow(s),veh/h/ln	1763	1585	1781	1777	1728	1585
Q Serve(g_s), s	18.3	0.0	4.5	18.3	27.2	3.6
Cycle Q Clear(g_c), s	18.3	0.0	4.5	18.3	27.2	3.6
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1520		114	2015	983	451
V/C Ratio(X)	0.55		0.68	0.51	0.94	0.16
Avail Cap(c_a), veh/h	1520		427	2015	993	456
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	22.1	0.0	47.8	13.7	36.5	28.0
Incr Delay (d2), s/veh	1.4	0.0	9.7	0.9	16.1	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	11.5	0.0	4.0	10.5	18.9	6.6
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	23.5	0.0	57.5	14.7	52.5	28.3
LnGrp LOS	C		E	B	D	C
Approach Vol, veh/h	832			1102	996	
Approach Delay, s/veh	23.5			17.7	50.8	
Approach LOS	C			B	D	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		66.7		37.7	14.2	52.5
Change Period (Y+Rc), s		7.5		8.0	7.5	7.5
Max Green Setting (Gmax), s		45.0		30.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		20.3		29.2	6.5	20.3
Green Ext Time (p_c), s		9.6		0.5	0.2	7.5

Intersection Summary		
HCM 7th Control Delay, s/veh	30.6	
HCM 7th LOS	C	

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

APPENDIX F

Background Traffic Determination

LTG Engineering & Planning

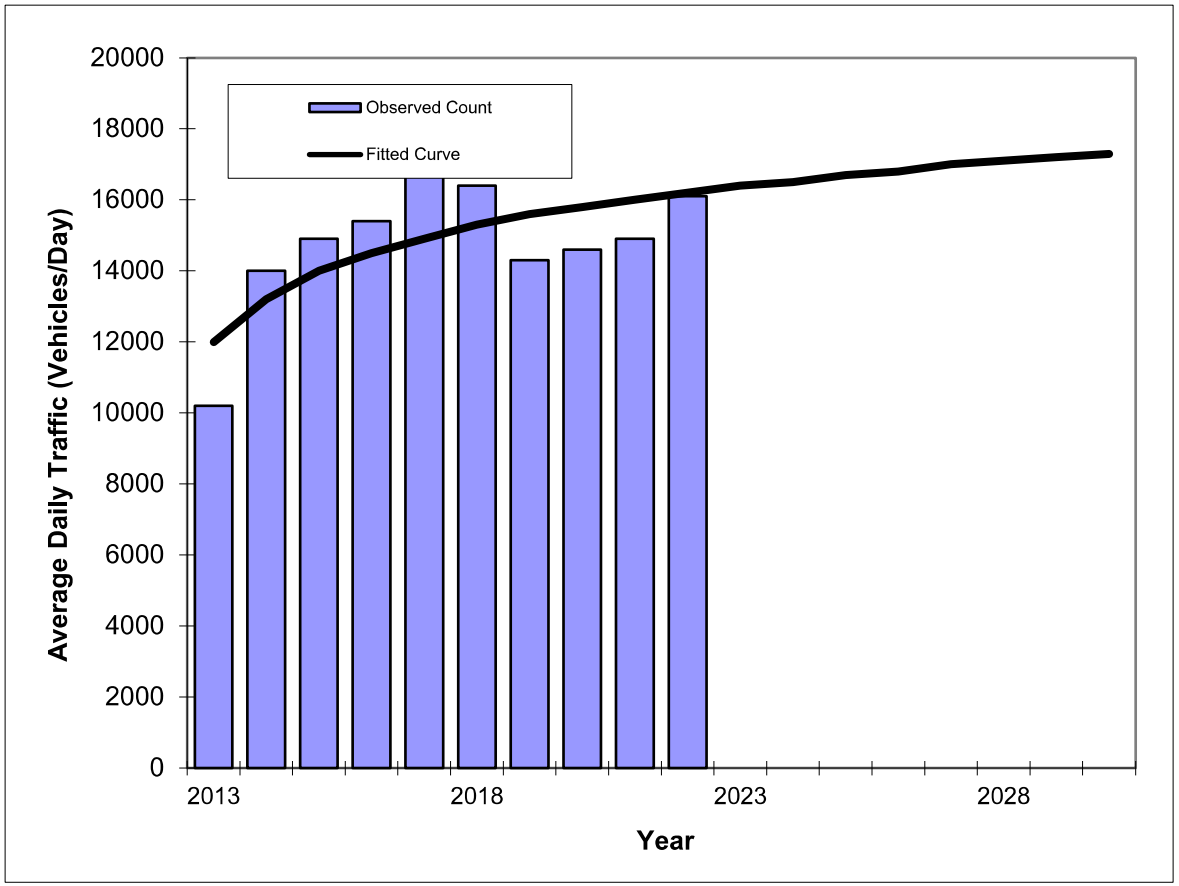
Segment Vested

PM Peak Hour																
Roadway	Segment		Bayberry Ph IA & IB only child (25%)	ad 2021 (10% removed of 548 PM Pk Trips)	Williamson Crossings 2019 (Removed 40%)	Crossings 2010 Vested (REMOVED 1%)	Granada Pointe REMOVED 20%	Pineland PRD REMOVED 50%	Ormond Central	LPGA Multifamily Emerson 2019	Edison Apartments 2019	Tomoka Village Apartments 2021	Cloar 2025	Reserve at Strickland 2024	Veterans Administration Bldg 2023	Watermark 2024
US 1	SR 5A/Nova Road	Airport Road														
SR 40/Granada Boulevard	I-95	Williamson Boulevard				46					3	13				
0	Williamson Boulevard	Clyde Morris Boulevard				46					3	13				
0	Clyde Morris Boulevard	SR 5A/Nova Road				46									24	19
0	US 1	Halifax Avenue		27		216	108	7	77							
Hand Ave	Clyde Morris Boulevard	Shangri La Drive	2	29	4		3		2	1	3	8	2	12	12	9

TRAFFIC TRENDS

Hand Avenue -- Clyde Morris to Shangri La

County:	Volusia
Station #:	832
Highway:	Hand Avenue



Year	Traffic (ADT/AADT) Count*	Trend**
2013	10200	12000
2014	14000	13200
2015	14900	14000
2016	15400	14500
2017	16700	14900
2018	16400	15300
2019	14300	15600
2020	14600	15800
2021	14900	16000
2022	16100	16200
2025 Opening Year Trend		
2025	N/A	16700
2027 Mid-Year Trend		
2027	N/A	17000
2030 Design Year Trend		
2030	N/A	17300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

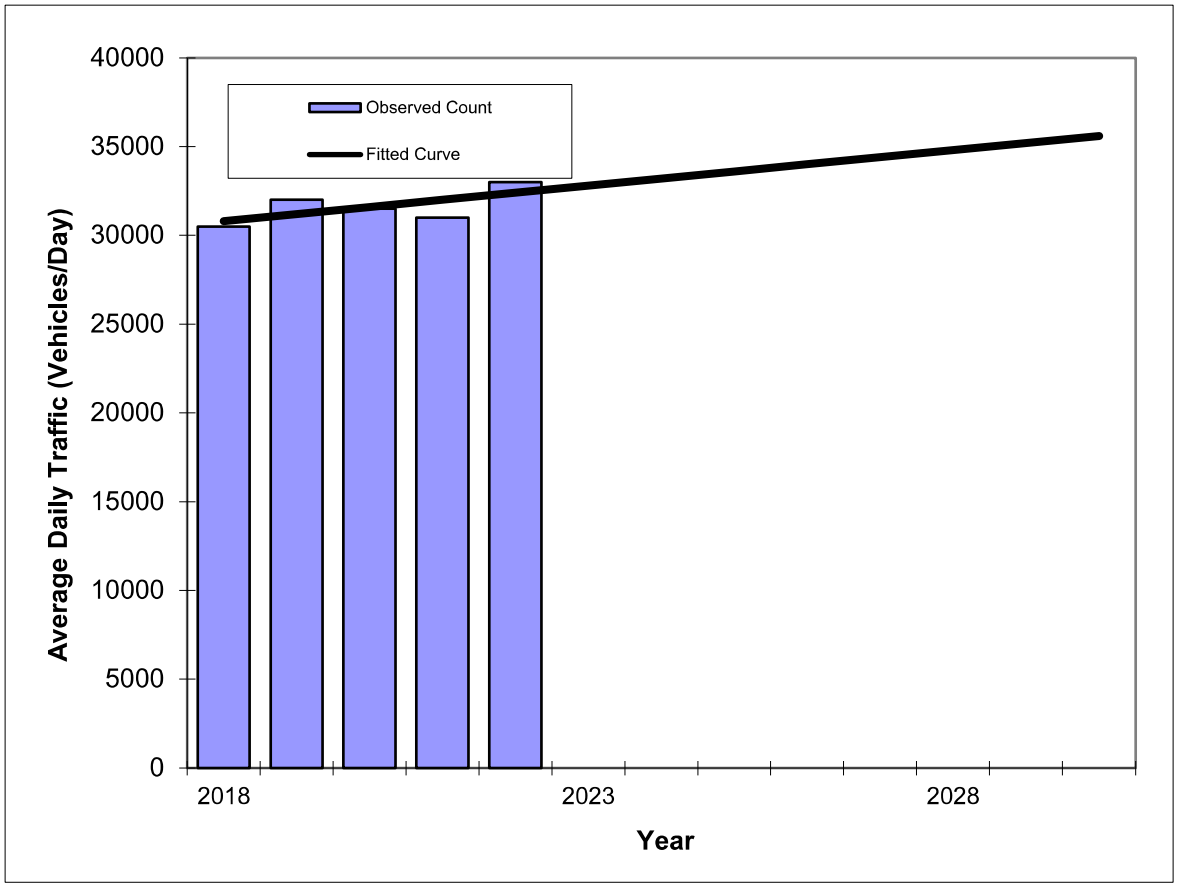
Trend R-squared:	53.9%
Compounded Annual Historic Growth Rate:	2.22%
Compounded Growth Rate (2022 to Design Year):	0.85%
Printed:	15-Aug-25

Decaying Exponential Growth Option

TRAFFIC TRENDS

US 1 -- Nova to Airport Rd

County:	Volusia
Station #:	100
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2018	30500	30800
2019	32000	31200
2020	31500	31600
2021	31000	32000
2022	33000	32400
2025 Opening Year Trend		
2025	N/A	33600
2027 Mid-Year Trend		
2027	N/A	34400
2030 Design Year Trend		
2030	N/A	35600
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

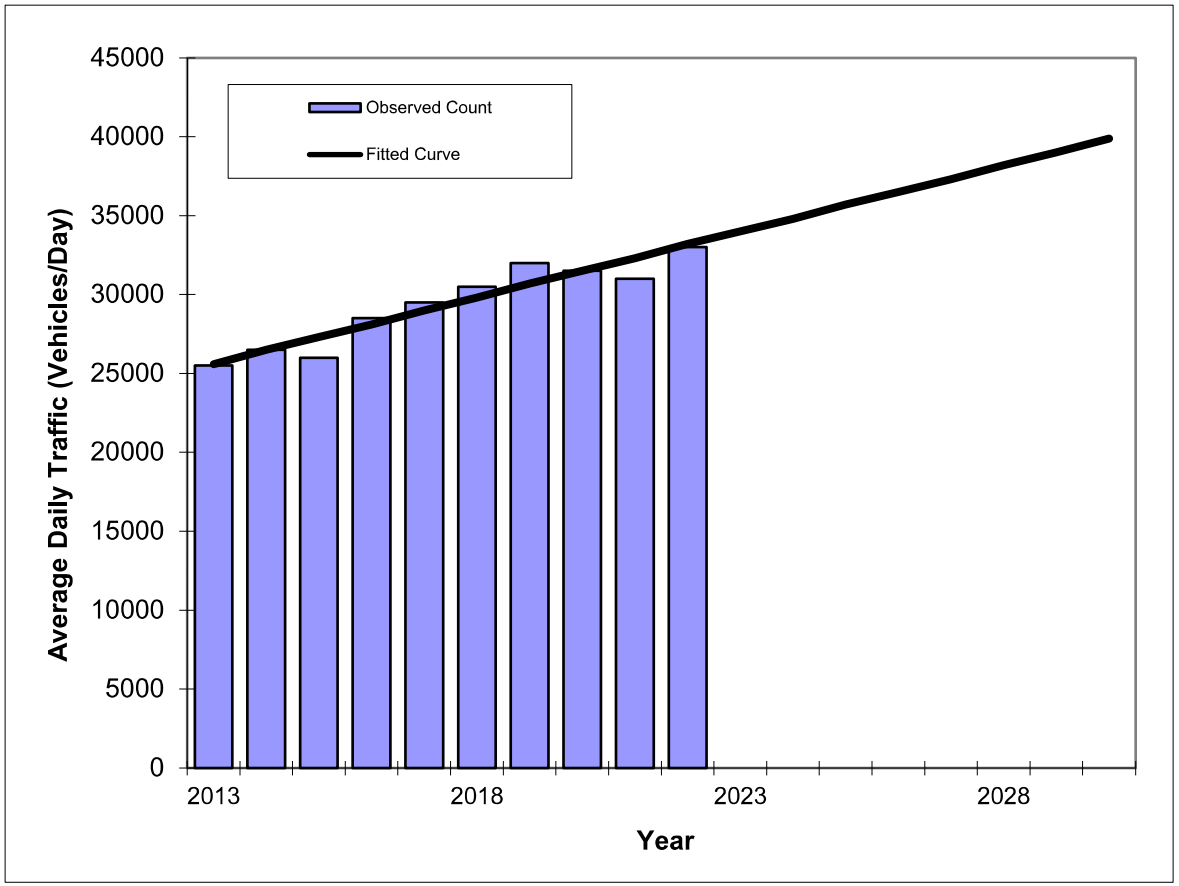
** Annual Trend Increase:	400
Trend R-squared:	43.2%
Trend Annual Historic Growth Rate:	1.30%
Trend Growth Rate (2022 to Design Year):	1.23%
Printed:	17-Aug-25

Straight Line Growth Option

TRAFFIC TRENDS

US 1 -- Nova to Airport Rd

County:	Volusia
Station #:	100
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2013	25500	25600
2014	26500	26500
2015	26000	27300
2016	28500	28100
2017	29500	29000
2018	30500	29800
2019	32000	30700
2020	31500	31500
2021	31000	32300
2022	33000	33200
2025 Opening Year Trend		
2025	N/A	35700
2027 Mid-Year Trend		
2027	N/A	37300
2030 Design Year Trend		
2030	N/A	39900
TRANPLAN Forecasts/Trends		

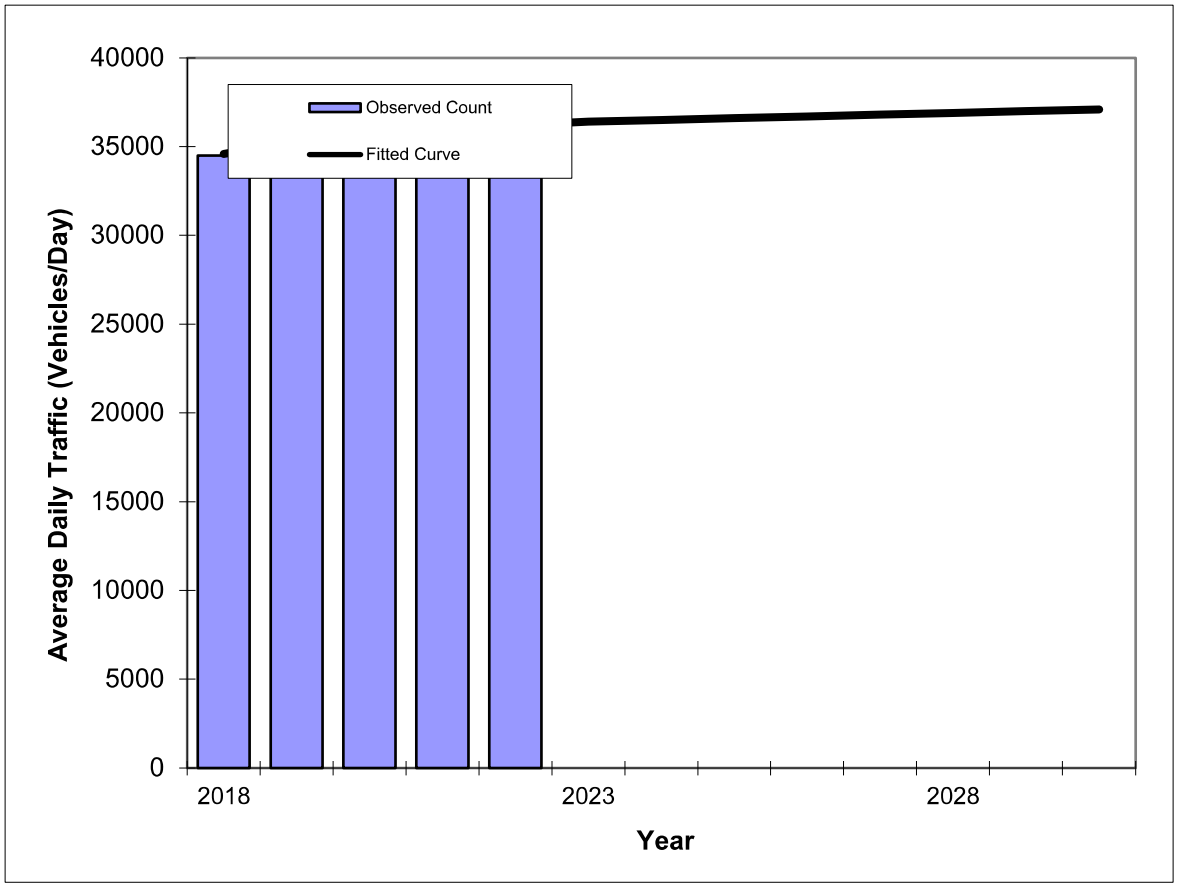
*Axle-Adjusted

** Annual Trend Increase:	836
Trend R-squared:	90.3%
Trend Annual Historic Growth Rate:	3.30%
Trend Growth Rate (2022 to Design Year):	2.52%
Printed:	17-Aug-25
Straight Line Growth Option	

TRAFFIC TRENDS

SR 40/Granada Blvd -- I-95 to Clyde Morris

County:	Volusia
Station #:	790522
Highway:	SR 40/Granada Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2018	34500	34600
2019	35500	35300
2020	35800	35700
2021	36000	36000
2022	36000	36200
2025 Opening Year Trend		
2025	N/A	36600
2027 Mid-Year Trend		
2027	N/A	36800
2030 Design Year Trend		
2030	N/A	37100
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

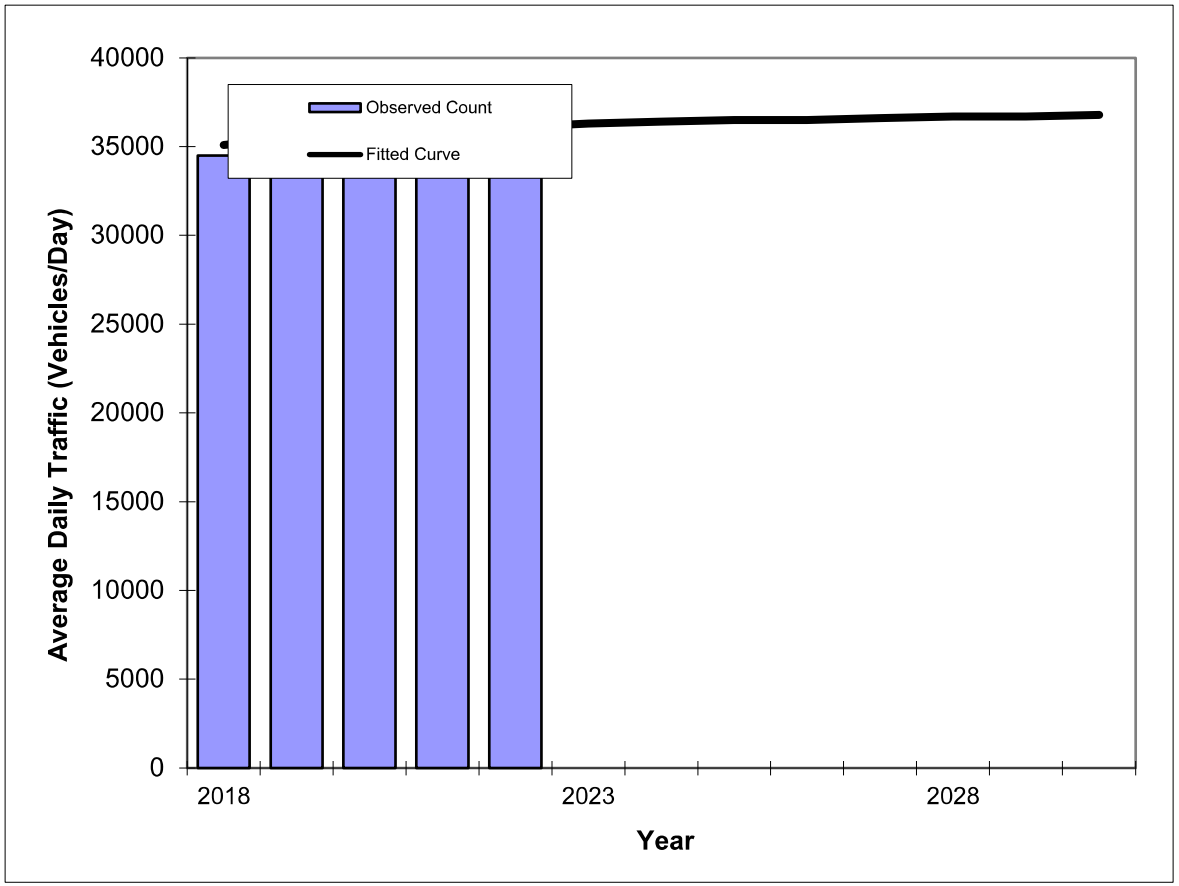
Trend R-squared:	93.4%
Compounded Annual Historic Growth Rate:	0.99%
Compounded Growth Rate (2022 to Design Year):	0.28%
Printed:	17-Aug-25

Decaying Exponential Growth Option

TRAFFIC TRENDS

SR 40/Granada Blvd -- Clyde Morris Blvd to Nova Rd

County:	Volusia
Station #:	790489
Highway:	SR 40/Granada Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2018	34500	35100
2019	36500	35500
2020	36000	35800
2021	35500	36000
2022	36000	36100
2025 Opening Year Trend		
2025	N/A	36500
2027 Mid-Year Trend		
2027	N/A	36600
2030 Design Year Trend		
2030	N/A	36800
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

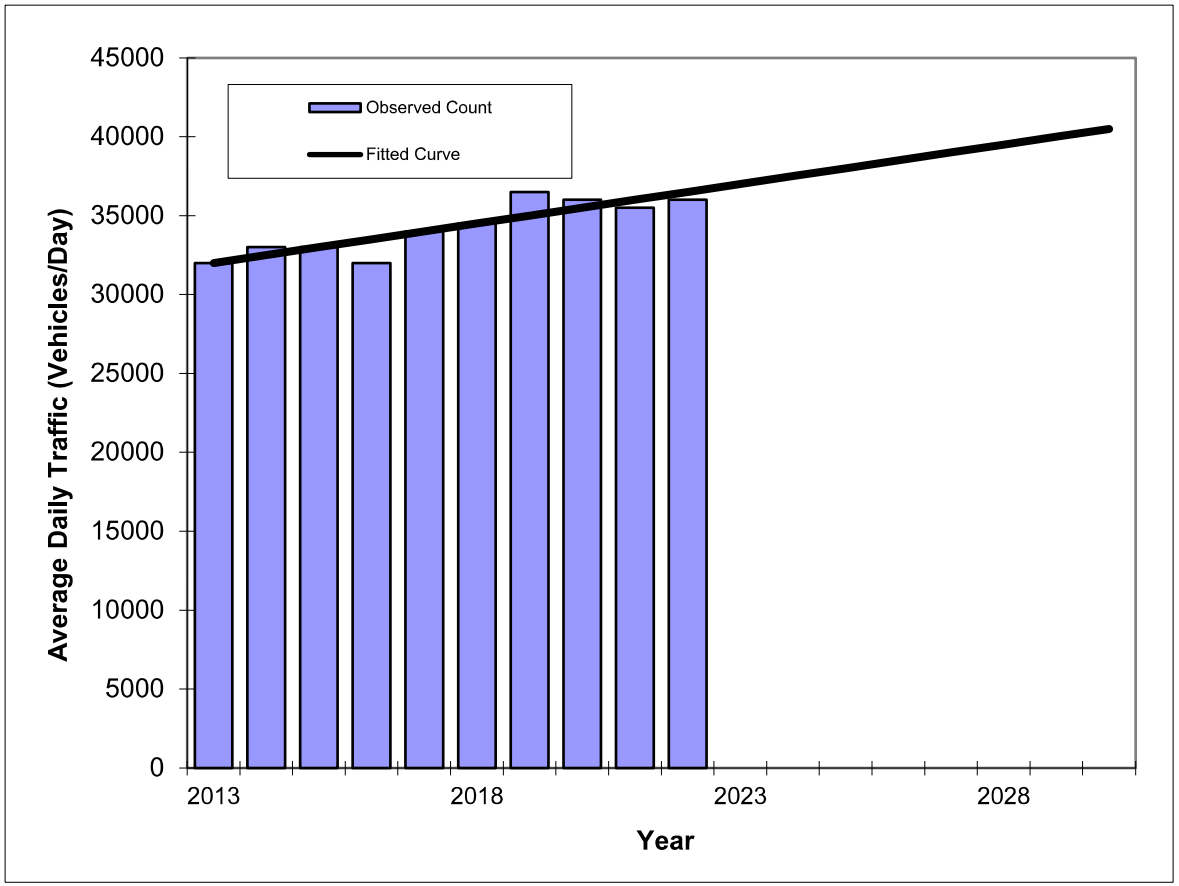
Trend R-squared:	32.0%
Compounded Annual Historic Growth Rate:	0.56%
Compounded Growth Rate (2022 to Design Year):	0.24%
Printed:	17-Aug-25

Decaying Exponential Growth Option

TRAFFIC TRENDS

SR 40/Granada Blvd -- Clyde Morris Blvd to Nova Rd

County:	Volusia
Station #:	790489
Highway:	SR 40/Granada Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2013	32000	32000
2014	33000	32500
2015	33000	33000
2016	32000	33500
2017	34000	34000
2018	34500	34500
2019	36500	35000
2020	36000	35500
2021	35500	36000
2022	36000	36500
2025 Opening Year Trend		
2025	N/A	38000
2027 Mid-Year Trend		
2027	N/A	39000
2030 Design Year Trend		
2030	N/A	40500
TRANPLAN Forecasts/Trends		

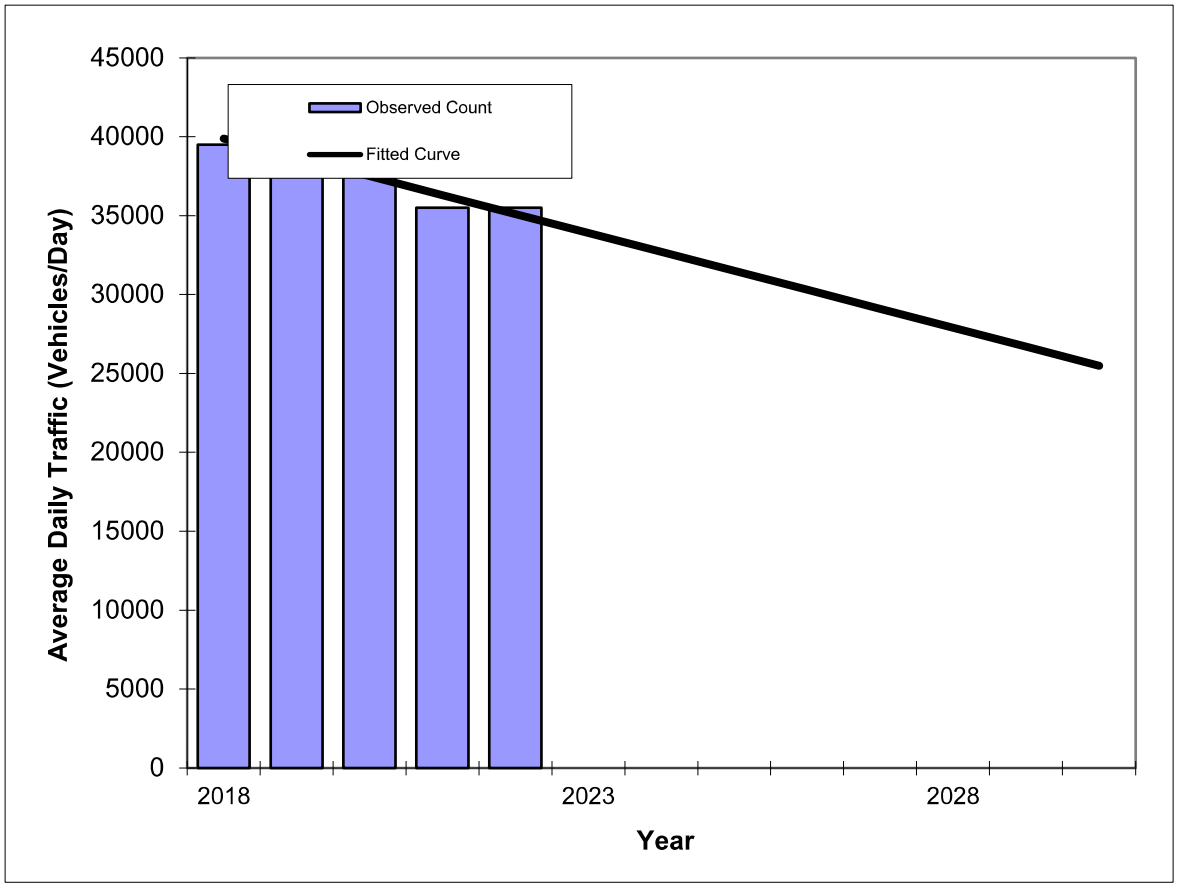
*Axle-Adjusted

** Annual Trend Increase:	500
Trend R-squared:	78.9%
Trend Annual Historic Growth Rate:	1.56%
Trend Growth Rate (2022 to Design Year):	1.37%
Printed:	17-Aug-25
Straight Line Growth Option	

TRAFFIC TRENDS

SR 40/Granada Blvd -- US 1 to Halifax Ave

County:	Volusia
Station #:	790171
Highway:	SR 40/Granada Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2018	39500	39900
2019	39500	38700
2020	37500	37500
2021	35500	36300
2022	35500	35100
2025 Opening Year Trend		
2025	N/A	31500
2027 Mid-Year Trend		
2027	N/A	29100
2030 Design Year Trend		
2030	N/A	25500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

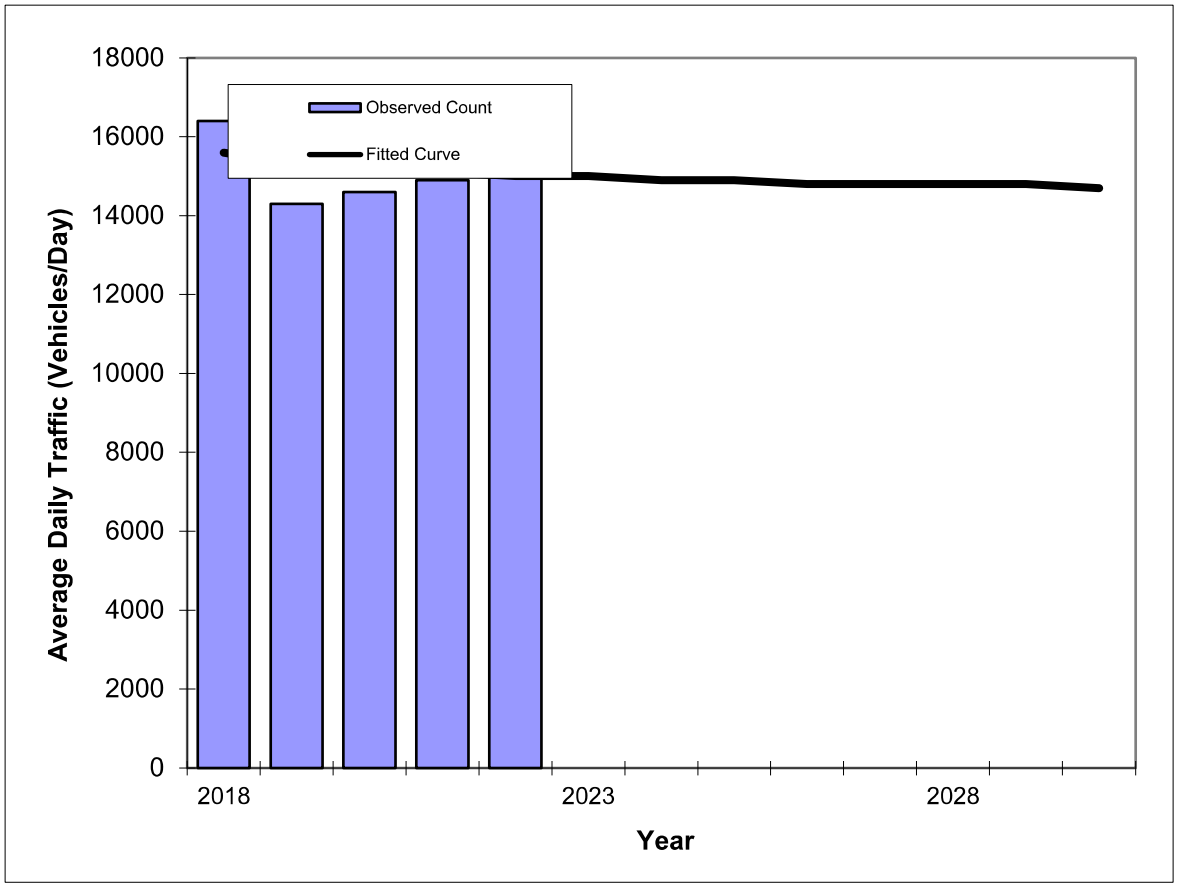
** Annual Trend Increase:	-1,200
Trend R-squared:	90.0%
Trend Annual Historic Growth Rate:	-3.01%
Trend Growth Rate (2022 to Design Year):	-3.42%
Printed:	17-Aug-25

Straight Line Growth Option

TRAFFIC TRENDS

Hand Avenue -- Clyde Morris to Shangri La

County:	Volusia
Station #:	832
Highway:	Hand Avenue



Year	Traffic (ADT/AADT) Count*	Trend**
2018	16400	15600
2019	14300	15300
2020	14600	15200
2021	14900	15100
2022	16100	15000
2025 Opening Year Trend		
2025	N/A	14900
2027 Mid-Year Trend		
2027	N/A	14800
2030 Design Year Trend		
2030	N/A	14700
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	5.1%
Compounded Annual Historic Growth Rate:	0.00%
Compounded Growth Rate (2022 to Design Year):	-0.49%
Printed:	15-Aug-25

Decaying Exponential Growth Option

APPENDIX G

Synchro Summary Sheets – Background Conditions Improved

Movement	SEU	SET	SER	NWU	NWL	NWT	NEL	NER
Lane Configurations								
Traffic Volume (veh/h)	0	1427	222	6	370	978	119	512
Future Volume (veh/h)	0	1427	222	6	370	978	119	512
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1856	1870		1870	1826	1870	1870
Adj Flow Rate, veh/h		1586	247		411	1087	132	569
Peak Hour Factor		0.90	0.90		0.90	0.90	0.90	0.90
Percent Heavy Veh, %		3	2		2	5	2	2
Cap, veh/h		1102	495		348	1965	557	495
Arrive On Green		0.31	0.31		0.20	0.57	0.31	0.31
Sat Flow, veh/h		3618	1585		1781	3561	1781	1585
Grp Volume(v), veh/h		1586	247		411	1087	132	569
Grp Sat Flow(s),veh/h/ln		1763	1585		1781	1735	1781	1585
Q Serve(g_s), s		40.0	16.2		25.0	25.3	7.0	40.0
Cycle Q Clear(g_c), s		40.0	16.2		25.0	25.3	7.0	40.0
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1102	495		348	1965	557	495
V/C Ratio(X)		1.44	0.50		1.18	0.55	0.24	1.15
Avail Cap(c_a), veh/h		1102	495		348	1965	557	495
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		44.0	35.8		51.5	17.5	32.7	44.0
Incr Delay (d2), s/veh		203.0	3.6		107.2	1.1	0.2	88.2
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		71.5	10.6		31.0	14.3	5.6	57.4
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		247.0	39.4		158.7	18.7	32.9	132.2
LnGrp LOS		F	D		F	B	C	F
Approach Vol, veh/h		1833				1498	701	
Approach Delay, s/veh		219.0				57.1	113.5	
Approach LOS		F				E	F	

Timer - Assigned Phs	2		4	5	6			
Phs Duration (G+Y+Rc), s	80.0		48.0	32.5	47.5			
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5			
Max Green Setting (Gmax), s	40.0		40.0	25.0	40.0			
Max Q Clear Time (g_c+I1), s	27.3		42.0	27.0	42.0			
Green Ext Time (p_c), s	7.0		0.0	0.0	0.0			

Intersection Summary								
HCM 7th Control Delay, s/veh		140.5						
HCM 7th LOS		F						

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.8

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	3	3	1941	1218	12	52	4
Future Vol, veh/h	3	3	1941	1218	12	52	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	455	-	-	455	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	3	3	2181	1369	13	58	4

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1369	1382	0	-	0	2472	684
Stage 1	-	-	-	-	-	1369	-
Stage 2	-	-	-	-	-	1104	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	192	492	-	-	-	~ 25	391
Stage 1	-	-	-	-	-	201	-
Stage 2	-	-	-	-	-	279	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	274	274	-	-	-	~ 24	391
Mov Cap-2 Maneuver	-	-	-	-	-	151	-
Stage 1	-	-	-	-	-	197	-
Stage 2	-	-	-	-	-	279	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.06	0	41.97
HCM LOS			E

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	274	-	158
HCM Lane V/C Ratio	-	-	0.025	-	0.397
HCM Ctrl Dly (s/v)	-	-	18.5	-	42
HCM Lane LOS	-	-	C	-	E
HCM 95th %tile Q(veh)	-	-	0.1	-	1.7

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

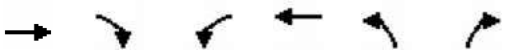
Intersection	
Int Delay, s/veh	0

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	1	0	2001	1227	1	0	0
Future Vol, veh/h	1	0	2001	1227	1	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	245	-	-	-	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	1	0	2152	1319	1	0	0

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1320	1320	0	-	0	2398	660
Stage 1	-	-	-	-	-	1320	-
Stage 2	-	-	-	-	-	1078	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	206	519	-	-	-	28	405
Stage 1	-	-	-	-	-	214	-
Stage 2	-	-	-	-	-	288	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	206	206	-	-	-	28	405
Mov Cap-2 Maneuver	-	-	-	-	-	162	-
Stage 1	-	-	-	-	-	213	-
Stage 2	-	-	-	-	-	288	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.01	0	0
HCM LOS			A

Minor Lane/Major Mvmt	NWT	NWR	SEL	SETSWLn1	
Capacity (veh/h)	-	-	206	-	-
HCM Lane V/C Ratio	-	-	0.005	-	-
HCM Ctrl Dly (s/v)	-	-	22.5	-	0
HCM Lane LOS	-	-	C	-	A
HCM 95th %tile Q(veh)	-	-	0	-	-



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	1194	816	45	776	555	86
Future Volume (veh/h)	1194	816	45	776	555	86
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1856	1870	1856	1826	1856	1856
Adj Flow Rate, veh/h	1357	0	51	882	631	98
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	3	2	3	5	3	3
Cap, veh/h	1655		111	2117	782	359
Arrive On Green	0.47	0.00	0.06	0.61	0.23	0.23
Sat Flow, veh/h	3618	1585	1767	3561	3428	1572
Grp Volume(v), veh/h	1357	0	51	882	631	98
Grp Sat Flow(s),veh/h/ln	1763	1585	1767	1735	1714	1572
Q Serve(g_s), s	31.8	0.0	2.7	12.7	16.7	4.9
Cycle Q Clear(g_c), s	31.8	0.0	2.7	12.7	16.7	4.9
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1655		111	2117	782	359
V/C Ratio(X)	0.82		0.46	0.42	0.81	0.27
Avail Cap(c_a), veh/h	1655		461	2117	1073	492
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.9	0.0	43.4	9.8	35.0	30.5
Incr Delay (d2), s/veh	4.7	0.0	4.2	0.6	4.0	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	18.0	0.0	2.2	7.1	11.3	8.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	26.6	0.0	47.6	10.4	39.0	31.0
LnGrp LOS	C		D	B	D	C
Approach Vol, veh/h	1357			933	729	
Approach Delay, s/veh	26.6			12.4	37.9	
Approach LOS	C			B	D	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		66.0		29.9	13.5	52.5
Change Period (Y+Rc), s		7.5		8.0	7.5	7.5
Max Green Setting (Gmax), s		45.0		30.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		14.7		18.7	4.7	33.8
Green Ext Time (p_c), s		8.6		3.2	0.1	7.7

Intersection Summary	
HCM 7th Control Delay, s/veh	24.9
HCM 7th LOS	C

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

Movement	SEU	SET	SER	NWU	NWL	NWT	NEL	NER
Lane Configurations								
Traffic Volume (veh/h)	2	1227	7	13	370	1704	161	341
Future Volume (veh/h)	2	1227	7	13	370	1704	161	341
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1870	1870		1870	1870	1856	1870
Adj Flow Rate, veh/h		1292	7		389	1794	169	359
Peak Hour Factor		0.95	0.95		0.95	0.95	0.95	0.95
Percent Heavy Veh, %		2	2		2	2	3	2
Cap, veh/h		1212	541		380	2197	441	396
Arrive On Green		0.34	0.34		0.21	0.62	0.25	0.25
Sat Flow, veh/h		3647	1585		1781	3647	1767	1585
Grp Volume(v), veh/h		1292	7		389	1794	169	359
Grp Sat Flow(s),veh/h/ln		1777	1585		1781	1777	1767	1585
Q Serve(g_s), s		40.0	0.3		25.0	45.6	9.3	25.8
Cycle Q Clear(g_c), s		40.0	0.3		25.0	45.6	9.3	25.8
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1212	541		380	2197	441	396
V/C Ratio(X)		1.07	0.01		1.02	0.82	0.38	0.91
Avail Cap(c_a), veh/h		1212	541		380	2197	603	541
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		38.6	25.6		46.1	17.3	36.5	42.7
Incr Delay (d2), s/veh		45.3	0.0		52.5	3.5	0.5	15.4
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		33.0	0.2		22.8	22.9	7.4	29.9
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		84.0	25.6		98.7	20.8	37.1	58.1
LnGrp LOS		F	C		F	C	D	E
Approach Vol, veh/h		1299				2183	528	
Approach Delay, s/veh		83.7				34.6	51.4	
Approach LOS		F				C	D	

Timer - Assigned Phs	2		4	5	6			
Phs Duration (G+Y+Rc), s	80.0		37.3	32.5	47.5			
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5			
Max Green Setting (Gmax), s	40.0		40.0	25.0	40.0			
Max Q Clear Time (g_c+I1), s	47.6		27.8	27.0	42.0			
Green Ext Time (p_c), s	0.0		1.5	0.0	0.0			

Intersection Summary								
HCM 7th Control Delay, s/veh		52.7						
HCM 7th LOS		D						

Notes								
User approved ignoring U-Turning movement.								

Intersection	
Int Delay, s/veh	1.1

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	16	5	1544	1741	47	28	6
Future Vol, veh/h	16	5	1544	1741	47	28	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	455	-	-	455	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	18	5	1697	1913	52	31	7

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1913	1965	0	-	0	2808	957
Stage 1	-	-	-	-	-	1913	-
Stage 2	-	-	-	-	-	895	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	85	292	-	-	-	~ 14	258
Stage 1	-	-	-	-	-	102	-
Stage 2	-	-	-	-	-	360	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	99	99	-	-	-	~ 11	258
Mov Cap-2 Maneuver	-	-	-	-	-	72	-
Stage 1	-	-	-	-	-	78	-
Stage 2	-	-	-	-	-	360	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.7	0	80.48
HCM LOS			F

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	99	-	83
HCM Lane V/C Ratio	-	-	0.232	-	0.452
HCM Ctrl Dly (s/v)	-	-	51.8	-	80.5
HCM Lane LOS	-	-	F	-	F
HCM 95th %tile Q(veh)	-	-	0.8	-	1.9

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0

Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Vol, veh/h	0	1573	1793	0	1	0
Future Vol, veh/h	0	1573	1793	0	1	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	245	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1673	1907	0	1	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1907	0	-	0	2744	954
Stage 1	-	-	-	-	1907	-
Stage 2	-	-	-	-	837	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	308	-	-	-	16	259
Stage 1	-	-	-	-	102	-
Stage 2	-	-	-	-	385	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	308	-	-	-	16	259
Mov Cap-2 Maneuver	-	-	-	-	94	-
Stage 1	-	-	-	-	102	-
Stage 2	-	-	-	-	385	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0	0	43.91
HCM LOS			E

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	308	-	94
HCM Lane V/C Ratio	-	-	-	-	0.011
HCM Ctrl Dly (s/v)	-	-	0	-	43.9
HCM Lane LOS	-	-	A	-	E
HCM 95th %tile Q(veh)	-	-	0	-	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	909	758	83	1090	983	77
Future Volume (veh/h)	909	758	83	1090	983	77
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1856	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	957	0	87	1147	1035	81
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	3	2	2	2	2	2
Cap, veh/h	1507		123	2018	985	452
Arrive On Green	0.43	0.00	0.07	0.57	0.28	0.28
Sat Flow, veh/h	3618	1585	1781	3647	3456	1585
Grp Volume(v), veh/h	957	0	87	1147	1035	81
Grp Sat Flow(s),veh/h/ln	1763	1585	1781	1777	1728	1585
Q Serve(g_s), s	22.5	0.0	5.0	21.7	30.0	4.1
Cycle Q Clear(g_c), s	22.5	0.0	5.0	21.7	30.0	4.1
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1507		123	2018	985	452
V/C Ratio(X)	0.64		0.71	0.57	1.05	0.18
Avail Cap(c_a), veh/h	1507		423	2018	985	452
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.7	0.0	47.9	14.5	37.6	28.4
Incr Delay (d2), s/veh	2.1	0.0	10.0	1.2	43.1	0.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	13.7	0.0	4.4	12.2	25.5	7.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	25.7	0.0	57.9	15.7	80.7	28.6
LnGrp LOS	C		E	B	F	C
Approach Vol, veh/h	957			1234	1116	
Approach Delay, s/veh	25.7			18.7	77.0	
Approach LOS	C			B	E	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		67.3		38.0	14.8	52.5
Change Period (Y+Rc), s		7.5		8.0	7.5	7.5
Max Green Setting (Gmax), s		45.0		30.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		23.7		32.0	7.0	24.5
Green Ext Time (p_c), s		10.2		0.0	0.3	8.1

Intersection Summary	
HCM 7th Control Delay, s/veh	40.4
HCM 7th LOS	D

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

APPENDIX H

Synchro Summary Sheets – Background Conditions

Movement	SEU	SET	SER	NWL	NWT	NEL	NER
Lane Configurations							
Traffic Volume (veh/h)	0	1427	222	376	978	119	512
Future Volume (veh/h)	0	1427	222	376	978	119	512
Initial Q (Qb), veh		0	0	0	0	0	0
Lane Width Adj.		1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No	
Adj Sat Flow, veh/h/ln		1856	1870	1870	1826	1870	1870
Adj Flow Rate, veh/h		1586	247	418	1087	132	569
Peak Hour Factor		0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %		3	2	2	5	2	2
Cap, veh/h		1561	702	499	2258	387	573
Arrive On Green		0.44	0.44	0.14	0.65	0.22	0.22
Sat Flow, veh/h		3618	1585	3456	3561	1781	1585
Grp Volume(v), veh/h		1586	247	418	1087	132	569
Grp Sat Flow(s),veh/h/ln		1763	1585	1728	1735	1781	1585
Q Serve(g_s), s		52.0	12.1	13.8	18.7	7.4	25.5
Cycle Q Clear(g_c), s		52.0	12.1	13.8	18.7	7.4	25.5
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1561	702	499	2258	387	573
V/C Ratio(X)		1.02	0.35	0.84	0.48	0.34	0.99
Avail Cap(c_a), veh/h		1561	702	809	2258	387	573
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		32.7	21.6	48.9	10.4	38.9	37.4
Incr Delay (d2), s/veh		26.8	1.4	4.3	0.7	0.5	35.8
Initial Q Delay(d3), s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		34.4	7.9	10.0	10.1	5.9	9.6
Unsig. Movement Delay, s/veh							
LnGrp Delay(d), s/veh		59.6	23.0	53.2	11.2	39.4	73.2
LnGrp LOS		F	C	D	B	D	E
Approach Vol, veh/h		1833			1505	701	
Approach Delay, s/veh		54.6			22.8	66.8	
Approach LOS		D			C	E	

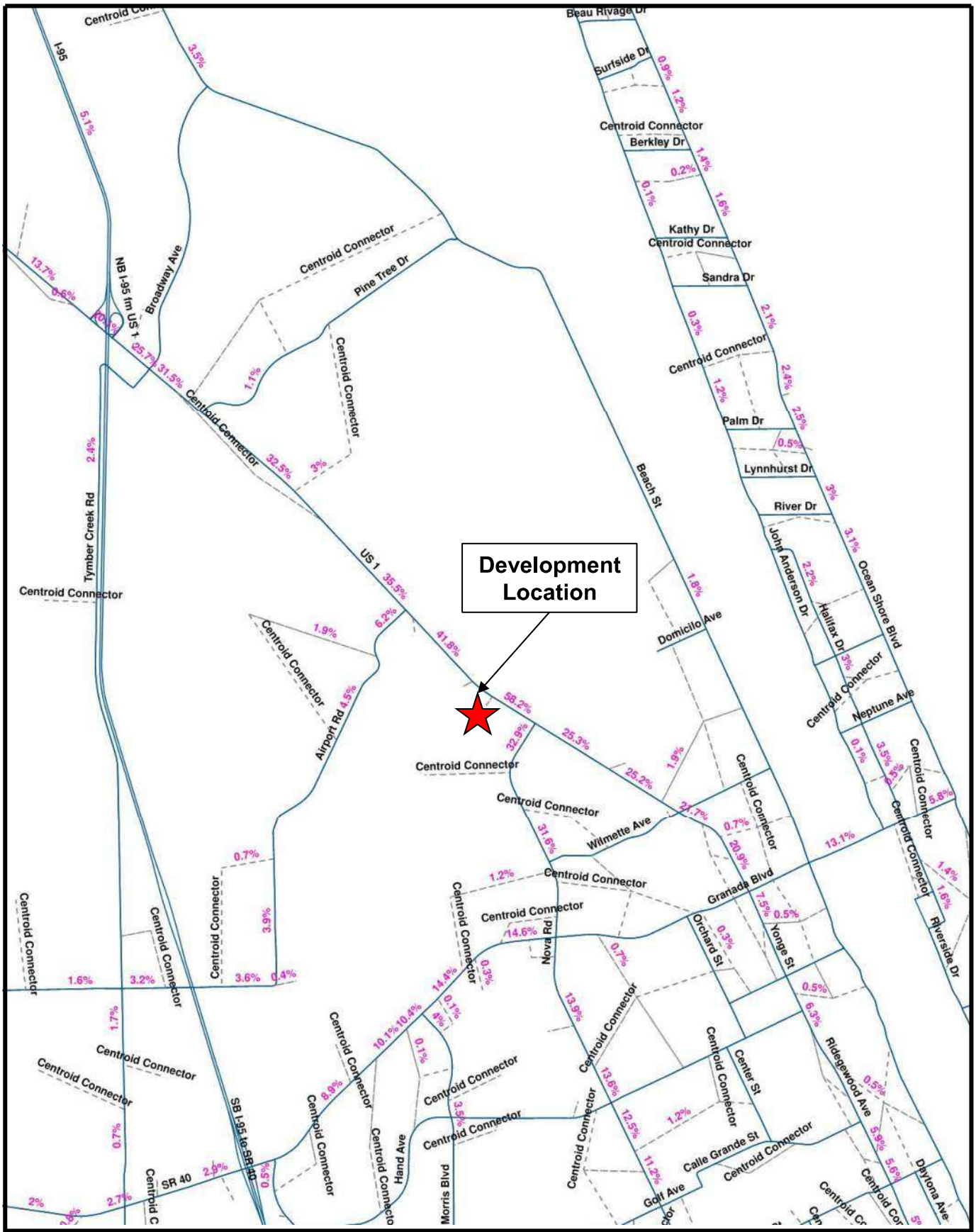
Timer - Assigned Phs	2		4	5	6		
Phs Duration (G+Y+Rc), s	83.9		33.5	24.4	59.5		
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5		
Max Green Setting (Gmax), s	74.5		25.5	27.5	52.0		
Max Q Clear Time (g_c+I1), s	20.7		27.5	15.8	54.0		
Green Ext Time (p_c), s	13.3		0.0	1.1	0.0		

Intersection Summary	
HCM 7th Control Delay, s/veh	44.9
HCM 7th LOS	D

Notes
User approved ignoring U-Turning movement.

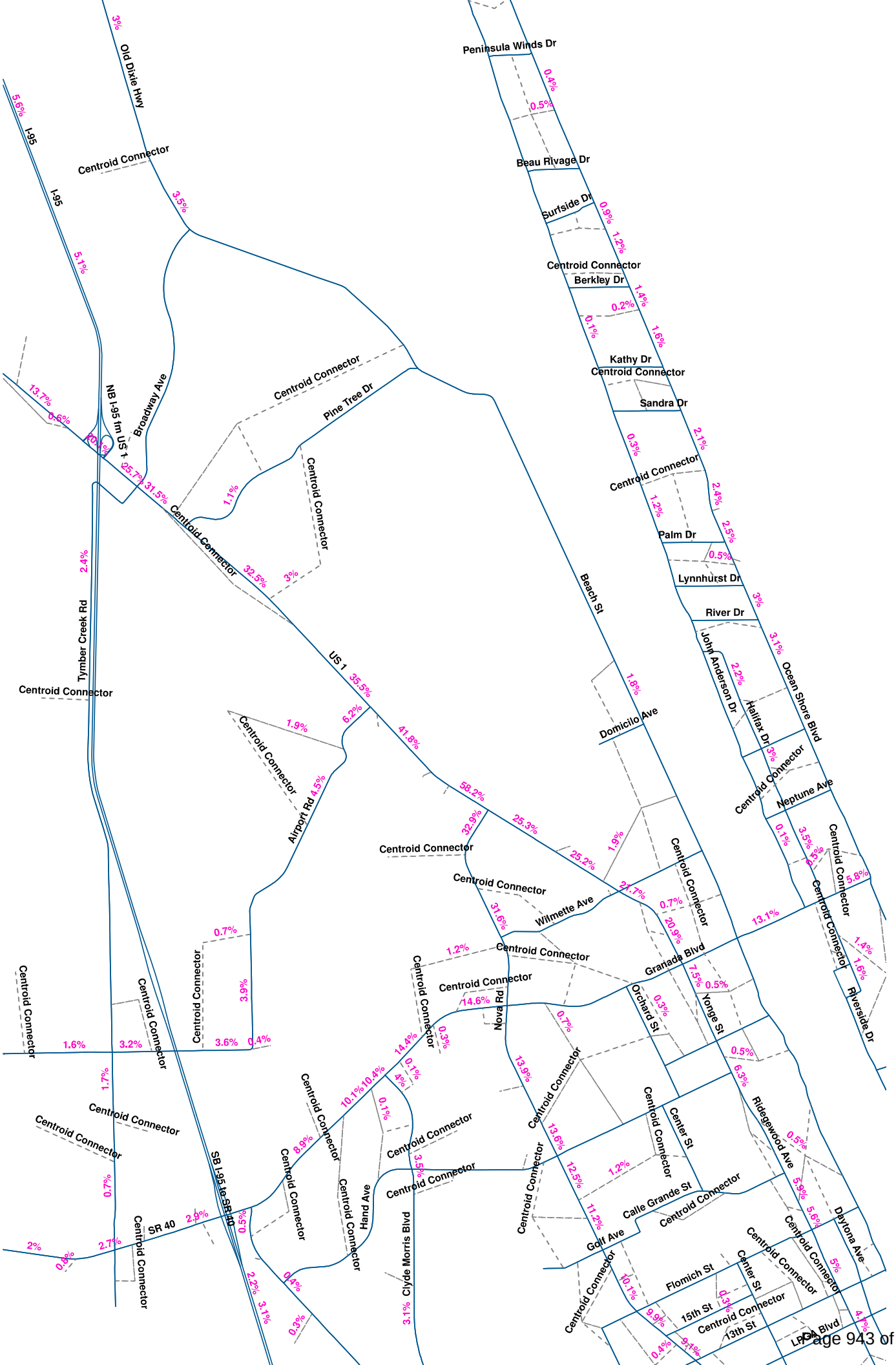
APPENDIX I

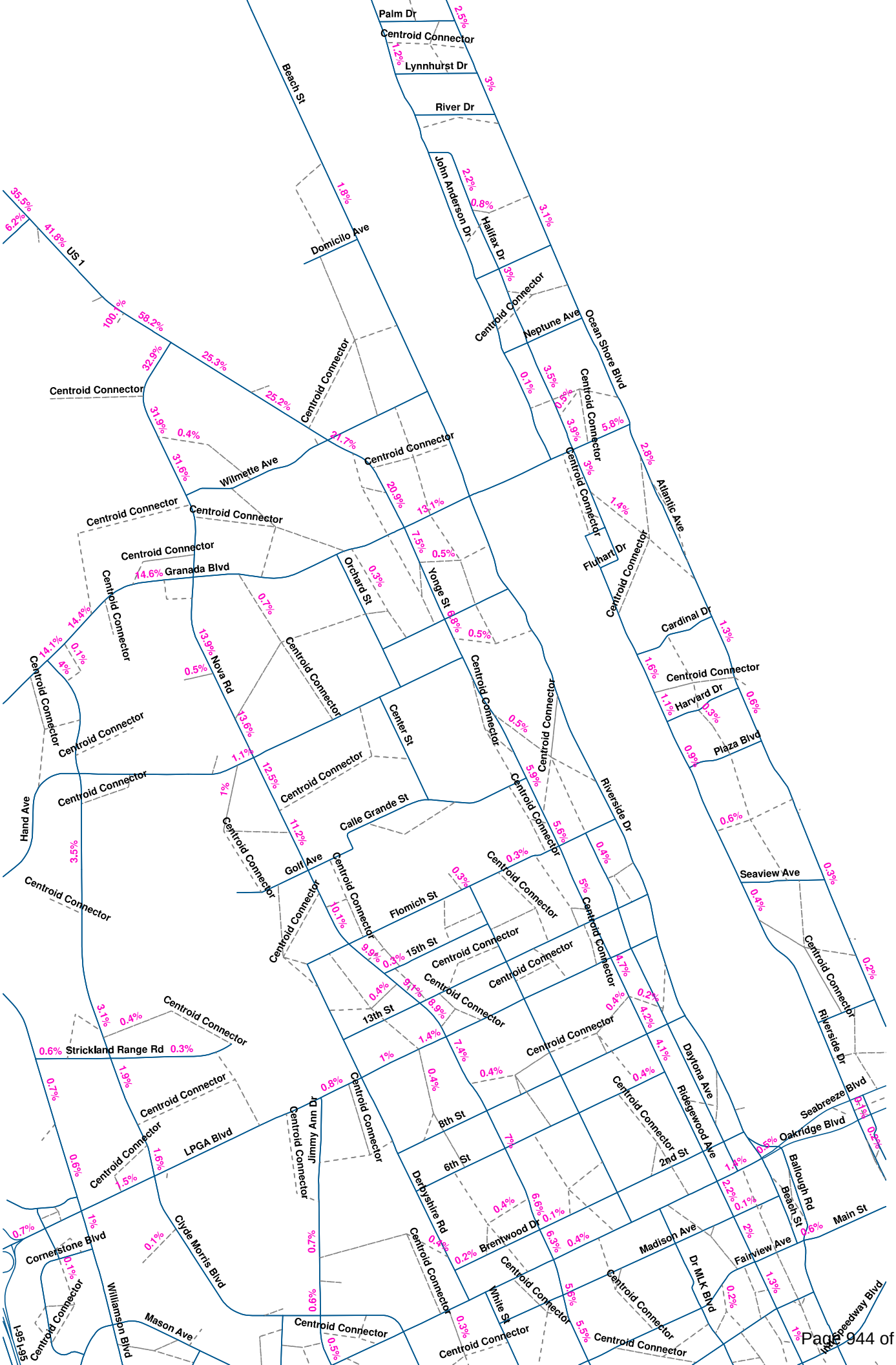
Trip Distribution

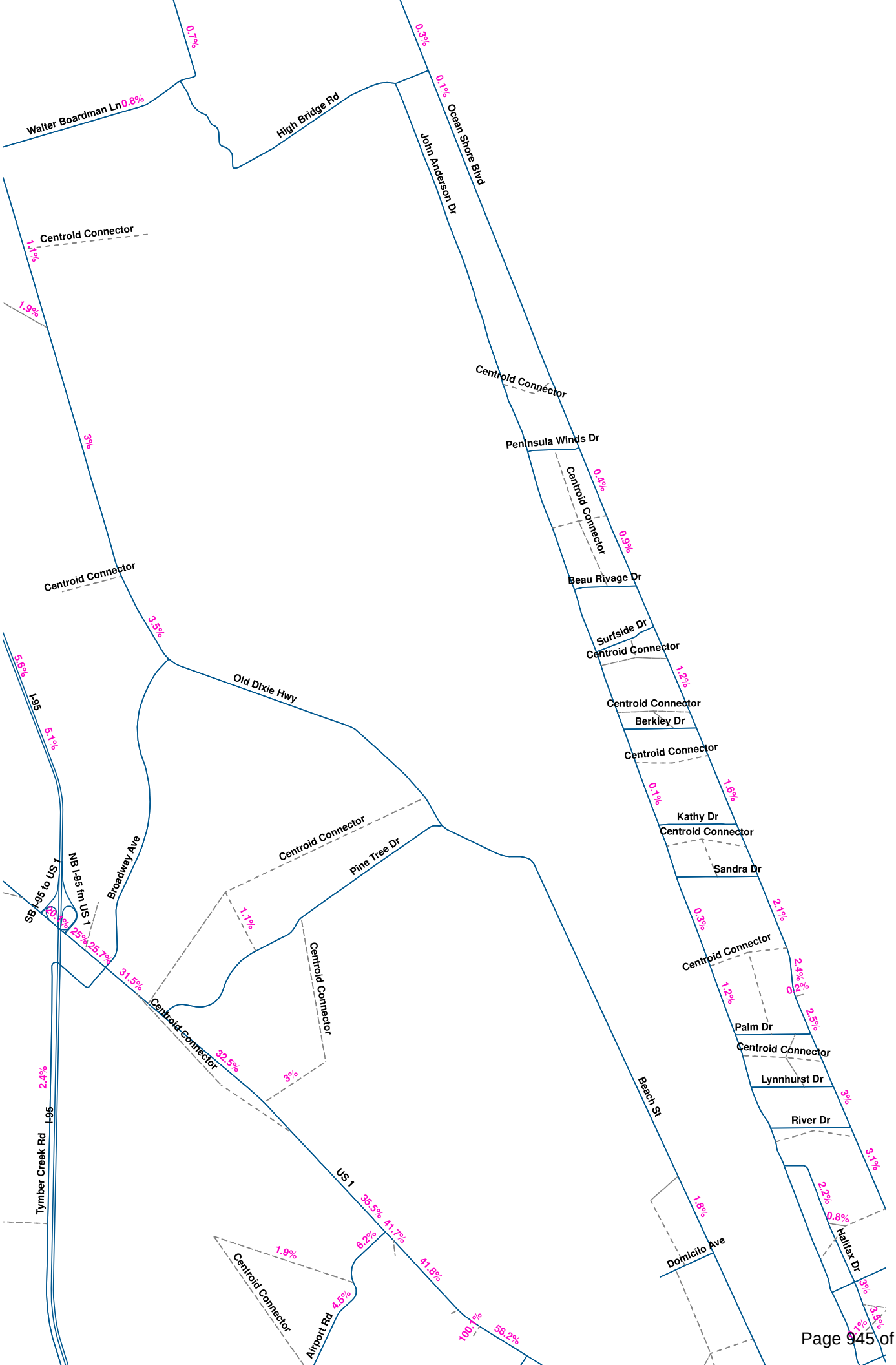


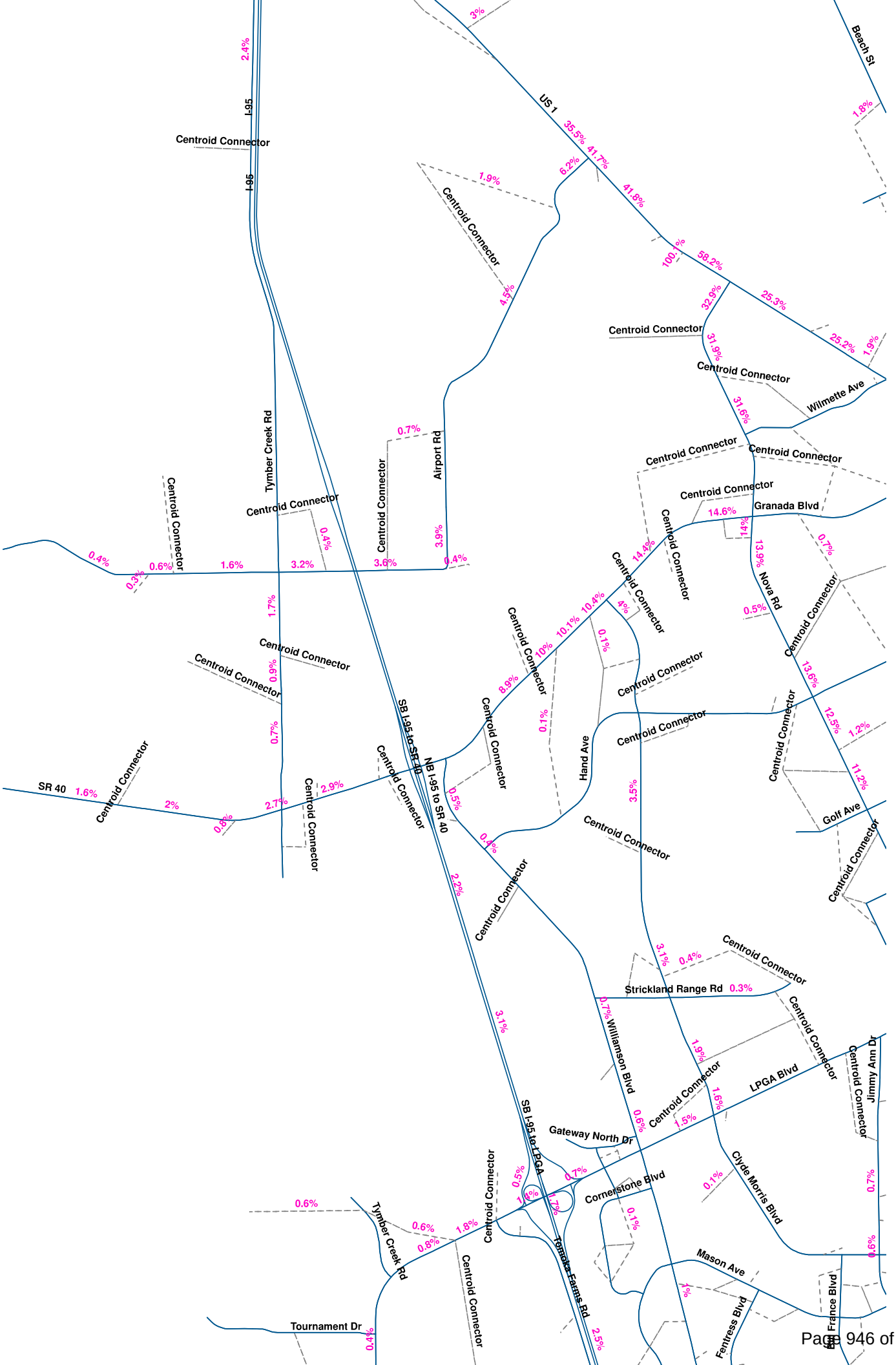
Tomoka Commerce Park	N NTS	**Project Trip Distribution**		LTG Engineering & Planning
		Project No.: 6207.03	Appendix	

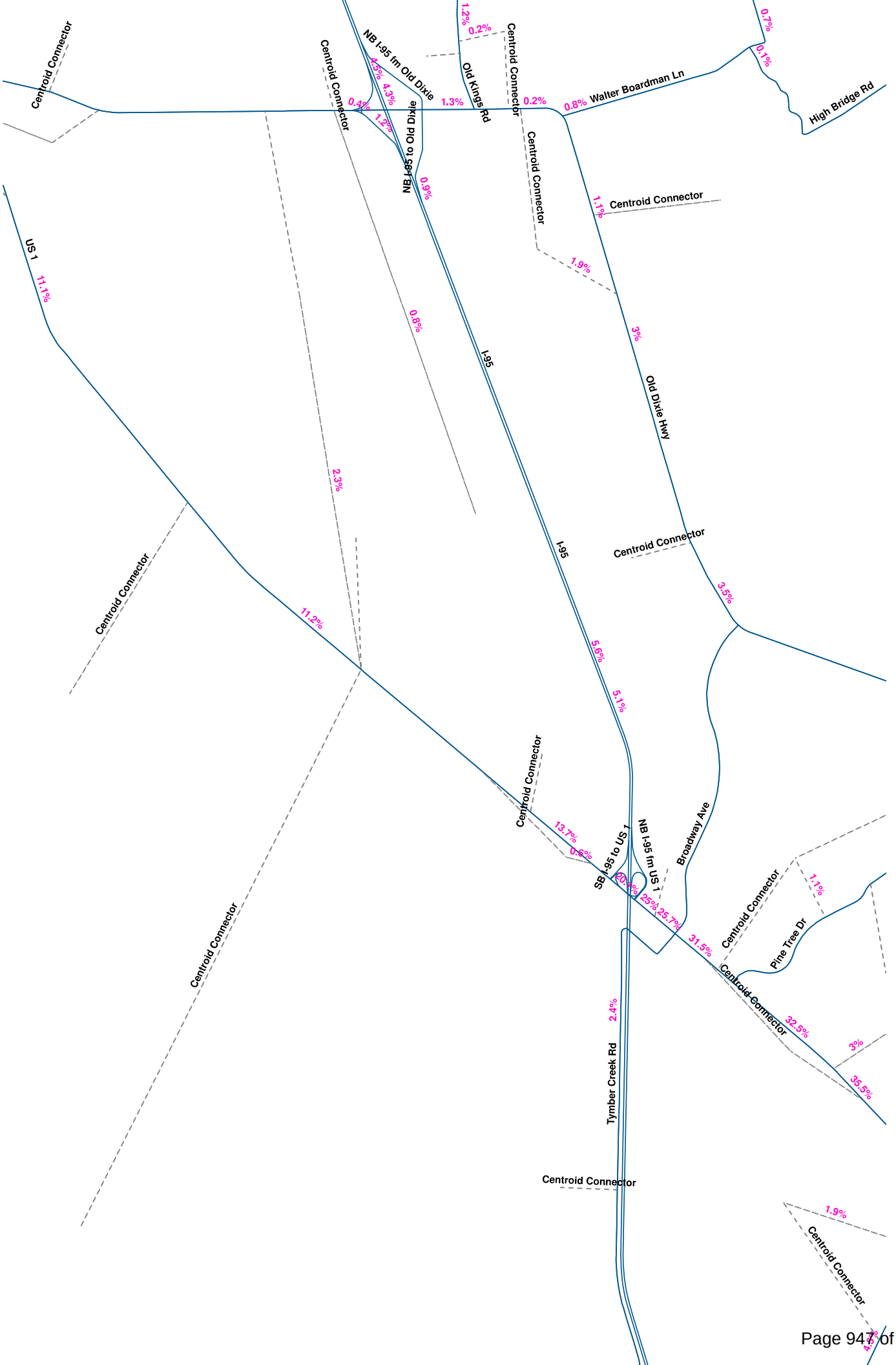
Centroid Connector
Broadway Ave
NB I-95 fm US 1
I-95
Pine Tree Dr
Old Dixie Hwy
Beach St
US 1
Airport Rd
Tymber Creek Rd
Nova Rd
Granada Blvd
Wilmette Ave
Orchard St
Yonge St
Berkley Dr
Kathy Dr
Sandra Dr
Palm Dr
Lynnhurst Dr
River Dr
John Anderson Dr
Halifax Dr
Domicilo Ave
Ocean Shore Blvd
Flubart Dr
Riverside Dr
Cardinal Dr
Atlantic Ave


Peninsula Winds Dr
Beau Rivage Dr
Surfside Dr
Centroid Connector
Berkley Dr
Kathy Dr
Centroid Connector
Sandra Dr
Centroid Connector
Palm Dr
Lynnhurst Dr
River Dr
John Anderson Dr
Halifax Dr
Centroid Connector
Neptune Ave
Centroid Connector
Riverside Dr
Ocean Shore Blvd
Beach St
Domicilo Ave
Centroid Connector
Granada Blvd
Orchard St
Yonge St
Ridgewood Ave
Center St
Centroid Connector
Calle Grande St
Centroid Connector
Golf Ave
Flomich St
15th St
13th St
LPGA Blvd
Daytona Ave
Centroid Connector
Centroid Connector
Centroid Connector
Wilmette Ave
Centroid Connector
Centroid Connector
Nova Rd
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Airport Rd
Centroid Connector
Centroid Connector
US 1
Centroid Connector
Centroid Connector
Pine Tree Dr
Centroid Connector
Broadway Ave
NB I-95 fm US 1
Tymber Creek Rd
Centroid Connector
Old Dixie Hwy
Centroid Connector
I-95
I-95
SB I-95 to SR 40
SR 40
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Hand Ave
Clyde Morris Blvd
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector
Centroid Connector


Palm Dr
Centroid Connector
Lynnhurst Dr
River Dr
Beach St
John Anderson Dr
Halifax Dr
Domicilo Ave
US 1
Neptune Ave
Ocean Shore Blvd
Centroid Connector
Wilmette Ave
Granada Blvd
Orchard St
Yonge St
Fluhart Dr
Atlantic Ave
Cardinal Dr
Harvard Dr
Plaza Blvd
Nova Rd
Center St
Calle Grande St
Golf Ave
Riverside Dr
Seaview Ave
Flomich St
15th St
13th St
8th St
6th St
2nd St
Daytona Ave
Ridgewood Ave
Seabreeze Blvd
Oakridge Blvd
Ballough Rd
Beach St
Main St
Madison Ave
Fairview Ave
Dr MLK Blvd
International Speedway Blvd
Brentwood Dr
Derbyshire Rd
White St
Jimmy Ann Dr
LPGA Blvd
Strickland Range Rd
Hand Ave
Cornerstone Blvd
Clyde Morris Blvd
Williamson Blvd
Mason Ave
I-95
Centroid Connector


Walter Boardman Ln
0.8%
0.7%
High Bridge Rd
0.3%
0.1%
Ocean Shore Blvd
John Anderson Dr
Centroid Connector
1.1%
1.9%
3%
Centroid Connector
Peninsula Winds Dr
Centroid Connector
0.4%
0.9%
Beau Rivage Dr
Surfside Dr
Centroid Connector
1.2%
Centroid Connector
Berkley Dr
Centroid Connector
0.1%
1.6%
Kathy Dr
Centroid Connector
Sandra Dr
2.1%
0.3%
Centroid Connector
2.4%
1.2%
0.2%
2.5%
Palm Dr
Centroid Connector
Lynnhurst Dr
3%
River Dr
3.1%
2.2%
0.8%
Halifax Dr
3%
3.4%
1%
Centroid Connector
3.5%
Old Dixie Hwy
5.6%
I-95
5.1%
SB I-95 to US 1
NB I-95 fm US 1
Broadway Ave
20.4%
25%
25.7%
31.5%
Centroid Connector
Pine Tree Dr
1.1%
Centroid Connector
Centroid Connector
32.5%
3%
2.4%
I-95
Tymber Creek Rd
US 1
35.5%
41.7%
6.2%
41.8%
1.9%
Centroid Connector
Airport Rd
4.5%
100.1%
58.2%
Beach St
1.8%
Domicilo Ave


Centroid Connector
I-95
US-1
Beach St
Tymber Creek Rd
Airport Rd
Wilmette Ave
Granada Blvd
Nova Rd
Hand Ave
Golf Ave
SR 40
SB I-95 to SR 40
NB I-95 to SR 40
Strickland Range Rd
Williamson Blvd
LPGA Blvd
Jimmy Ann Dr
Gateway North Dr
Cornerstone Blvd
Clyde Morris Blvd
Mason Ave
Fentress Blvd
France Blvd
Tournament Dr
Tomoka Farms Rd


Centroid Connector
NB I-95 fm Old Dixie
Centroid Connector
Old Kings Rd
Centroid Connector
Walter Boardman Ln
High Bridge Rd
NB I-95 to Old Dixie
Centroid Connector
US 1
I-95
Old Dixie Hwy
Centroid Connector
Centroid Connector
I-95
Centroid Connector
Centroid Connector
SB I-95 to US 1
NB I-95 fm US 1
Broadway Ave
Centroid Connector
Pine Tree Dr
Centroid Connector
Tymber Creek Rd
Centroid Connector
Centroid Connector

APPENDIX J

Synchro Summary Sheets – Build-Out Conditions

Movement	SEU	SET	SER	NWL	NWT	NEL	NER
Lane Configurations							
Traffic Volume (veh/h)	0	1441	222	377	985	119	514
Future Volume (veh/h)	0	1441	222	377	985	119	514
Initial Q (Qb), veh		0	0	0	0	0	0
Lane Width Adj.		1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No	
Adj Sat Flow, veh/h/ln		1856	1870	1870	1826	1870	1870
Adj Flow Rate, veh/h		1601	247	419	1094	132	571
Peak Hour Factor		0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %		3	2	2	5	2	2
Cap, veh/h		1560	702	499	2258	387	573
Arrive On Green		0.44	0.44	0.14	0.65	0.22	0.22
Sat Flow, veh/h		3618	1585	3456	3561	1781	1585
Grp Volume(v), veh/h		1601	247	419	1094	132	571
Grp Sat Flow(s),veh/h/ln		1763	1585	1728	1735	1781	1585
Q Serve(g_s), s		52.0	12.1	13.9	18.9	7.4	25.5
Cycle Q Clear(g_c), s		52.0	12.1	13.9	18.9	7.4	25.5
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1560	702	499	2258	387	573
V/C Ratio(X)		1.03	0.35	0.84	0.48	0.34	1.00
Avail Cap(c_a), veh/h		1560	702	809	2258	387	573
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		32.7	21.6	48.9	10.4	38.9	37.4
Incr Delay (d2), s/veh		29.6	1.4	4.3	0.7	0.5	36.6
Initial Q Delay(d3), s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		35.3	7.9	10.0	10.2	5.9	46.2
Unsig. Movement Delay, s/veh							
LnGrp Delay(d), s/veh		62.4	23.0	53.2	11.2	39.4	74.0
LnGrp LOS		F	C	D	B	D	E
Approach Vol, veh/h		1848			1513	703	
Approach Delay, s/veh		57.1			22.8	67.5	
Approach LOS		E			C	E	

Timer - Assigned Phs	2		4	5	6	
Phs Duration (G+Y+Rc), s	84.0		33.5	24.5	59.5	
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5	
Max Green Setting (Gmax), s	74.5		25.5	27.5	52.0	
Max Q Clear Time (g_c+I1), s	20.9		27.5	15.9	54.0	
Green Ext Time (p_c), s	13.4		0.0	1.1	0.0	

Intersection Summary	
HCM 7th Control Delay, s/veh	46.2
HCM 7th LOS	D

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.8

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	3	3	1958	1227	12	52	4
Future Vol, veh/h	3	3	1958	1227	12	52	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	455	-	-	455	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	3	3	2200	1379	13	58	4

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1379	1392	0	-	0	2492	689
Stage 1	-	-	-	-	-	1379	-
Stage 2	-	-	-	-	-	1113	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	189	487	-	-	-	~ 24	388
Stage 1	-	-	-	-	-	199	-
Stage 2	-	-	-	-	-	276	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	270	270	-	-	-	~ 23	388
Mov Cap-2 Maneuver	-	-	-	-	-	149	-
Stage 1	-	-	-	-	-	194	-
Stage 2	-	-	-	-	-	276	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.06	0	42.75
HCM LOS			E

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	270	-	156
HCM Lane V/C Ratio	-	-	0.025	-	0.403
HCM Ctrl Dly (s/v)	-	-	18.7	-	42.8
HCM Lane LOS	-	-	C	-	E
HCM 95th %tile Q(veh)	-	-	0.1	-	1.8

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

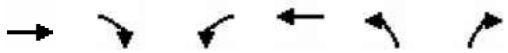
Intersection	
Int Delay, s/veh	0

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	1	0	2018	1236	1	0	0
Future Vol, veh/h	1	0	2018	1236	1	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	245	-	-	-	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	1	0	2170	1329	1	0	0

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1330	1330	0	-	0	2417	665
Stage 1	-	-	-	-	-	1330	-
Stage 2	-	-	-	-	-	1087	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	203	515	-	-	-	27	402
Stage 1	-	-	-	-	-	211	-
Stage 2	-	-	-	-	-	285	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	203	203	-	-	-	27	402
Mov Cap-2 Maneuver	-	-	-	-	-	160	-
Stage 1	-	-	-	-	-	210	-
Stage 2	-	-	-	-	-	285	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.01	0	0
HCM LOS			A

Minor Lane/Major Mvmt	NWT	NWR	SEL	SETSWLn1	
Capacity (veh/h)	-	-	203	-	-
HCM Lane V/C Ratio	-	-	0.005	-	-
HCM Ctrl Dly (s/v)	-	-	22.8	-	0
HCM Lane LOS	-	-	C	-	A
HCM 95th %tile Q(veh)	-	-	0	-	-



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	1199	823	45	786	568	86
Future Volume (veh/h)	1199	823	45	786	568	86
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1856	1870	1856	1826	1856	1856
Adj Flow Rate, veh/h	1363	0	51	893	645	98
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	3	2	3	5	3	3
Cap, veh/h	1647		110	2107	794	364
Arrive On Green	0.47	0.00	0.06	0.61	0.23	0.23
Sat Flow, veh/h	3618	1585	1767	3561	3428	1572
Grp Volume(v), veh/h	1363	0	51	893	645	98
Grp Sat Flow(s),veh/h/ln	1763	1585	1767	1735	1714	1572
Q Serve(g_s), s	32.3	0.0	2.7	13.1	17.1	4.9
Cycle Q Clear(g_c), s	32.3	0.0	2.7	13.1	17.1	4.9
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1647		110	2107	794	364
V/C Ratio(X)	0.83		0.46	0.42	0.81	0.27
Avail Cap(c_a), veh/h	1647		459	2107	1068	490
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	22.3	0.0	43.6	10.0	35.0	30.3
Incr Delay (d2), s/veh	4.9	0.0	4.3	0.6	4.2	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	18.3	0.0	2.2	7.4	11.6	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	27.2	0.0	47.9	10.6	39.2	30.9
LnGrp LOS	C		D	B	D	C
Approach Vol, veh/h	1363			944	743	
Approach Delay, s/veh	27.2			12.6	38.1	
Approach LOS	C			B	D	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		66.0		30.3	13.5	52.5
Change Period (Y+Rc), s		7.5		8.0	7.5	7.5
Max Green Setting (Gmax), s		45.0		30.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		15.1		19.1	4.7	34.3
Green Ext Time (p_c), s		8.7		3.2	0.1	7.5

Intersection Summary	
HCM 7th Control Delay, s/veh	25.4
HCM 7th LOS	C

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	0.1

Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Vol, veh/h	2027	0	0	1340	0	21
Future Vol, veh/h	2027	0	0	1340	0	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2134	0	0	1411	0	22

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	1067
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	218
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	218
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	SE	NW	NE
HCM Ctrl Dly, s/v	0	0	23.38
HCM LOS			C

Minor Lane/Major Mvmt	NELn1	NWT	SET
Capacity (veh/h)	218	-	-
HCM Lane V/C Ratio	0.101	-	-
HCM Ctrl Dly (s/v)	23.4	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.3	-	-

Lane Group	EBU	EBT	EBR	WBL	WBT	NEL	NER
Lane Configurations							
Traffic Volume (vph)	9	2022	17	23	1331	0	0
Future Volume (vph)	9	2022	17	23	1331	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	350		405	455		0	0
Storage Lanes	1		1	1		0	0
Taper Length (ft)	50			50		25	
Satd. Flow (prot)	1770	3539	1583	1770	3539	0	0
Flt Permitted	0.950			0.950			
Satd. Flow (perm)	1770	3539	1583	1770	3539	0	0
Link Speed (mph)		55			55	30	
Link Distance (ft)		743			1334	649	
Travel Time (s)		9.2			16.5	14.8	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Shared Lane Traffic (%)							
Lane Group Flow (vph)	10	2198	18	25	1447	0	0
Sign Control		Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.2%		ICU Level of Service B	
Analysis Period (min) 15			

Movement	SEU	SET	SER	NWL	NWT	NEL	NER
Lane Configurations							
Traffic Volume (veh/h)	2	1242	7	386	1722	161	344
Future Volume (veh/h)	2	1242	7	386	1722	161	344
Initial Q (Qb), veh		0	0	0	0	0	0
Lane Width Adj.		1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No	
Adj Sat Flow, veh/h/ln		1870	1870	1870	1870	1856	1870
Adj Flow Rate, veh/h		1307	7	406	1813	169	362
Peak Hour Factor		0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %		2	2	2	2	3	2
Cap, veh/h		1787	797	475	2493	303	490
Arrive On Green		0.50	0.50	0.14	0.70	0.17	0.17
Sat Flow, veh/h		3647	1585	3456	3647	1767	1585
Grp Volume(v), veh/h		1307	7	406	1813	169	362
Grp Sat Flow(s),veh/h/ln		1777	1585	1728	1777	1767	1585
Q Serve(g_s), s		35.4	0.3	14.0	38.0	10.7	21.0
Cycle Q Clear(g_c), s		35.4	0.3	14.0	38.0	10.7	21.0
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1787	797	475	2493	303	490
V/C Ratio(X)		0.73	0.01	0.85	0.73	0.56	0.74
Avail Cap(c_a), veh/h		1787	797	636	2493	303	490
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		23.9	15.2	51.6	11.1	46.4	37.8
Incr Delay (d2), s/veh		2.7	0.0	8.5	1.9	2.3	5.8
Initial Q Delay(d3), s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		20.1	0.2	10.5	17.7	8.5	1.4
Unsig. Movement Delay, s/veh							
LnGrp Delay(d), s/veh		26.6	15.2	60.1	13.0	48.7	43.7
LnGrp LOS		C	B	E	B	D	D
Approach Vol, veh/h		1314			2219	531	
Approach Delay, s/veh		26.5			21.6	45.3	
Approach LOS		C			C	D	

Timer - Assigned Phs	2		4	5	6	
Phs Duration (G+Y+Rc), s	93.3		29.0	24.3	69.0	
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5	
Max Green Setting (Gmax), s	79.0		21.0	22.5	61.5	
Max Q Clear Time (g_c+I1), s	40.0		23.0	16.0	37.4	
Green Ext Time (p_c), s	25.3		0.0	0.8	12.7	

Intersection Summary	
HCM 7th Control Delay, s/veh	26.3
HCM 7th LOS	C

Notes

User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	1.2

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	16	5	1562	1762	47	28	6
Future Vol, veh/h	16	5	1562	1762	47	28	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	455	-	-	455	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	18	5	1716	1936	52	31	7

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1936	1988	0	-	0	2841	968
Stage 1	-	-	-	-	-	1936	-
Stage 2	-	-	-	-	-	904	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	82	286	-	-	-	~ 14	254
Stage 1	-	-	-	-	-	99	-
Stage 2	-	-	-	-	-	355	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	96	96	-	-	-	~ 10	254
Mov Cap-2 Maneuver	-	-	-	-	-	69	-
Stage 1	-	-	-	-	-	75	-
Stage 2	-	-	-	-	-	355	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.72	0	85.26
HCM LOS			F

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	96	-	80
HCM Lane V/C Ratio	-	-	0.24	-	0.47
HCM Ctrl Dly (s/v)	-	-	53.9	-	85.3
HCM Lane LOS	-	-	F	-	F
HCM 95th %tile Q(veh)	-	-	0.9	-	1.9

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0

Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Vol, veh/h	0	1591	1814	0	1	0
Future Vol, veh/h	0	1591	1814	0	1	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	245	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1693	1930	0	1	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1930	0	-	0	2776	965
Stage 1	-	-	-	-	1930	-
Stage 2	-	-	-	-	846	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	301	-	-	-	15	255
Stage 1	-	-	-	-	99	-
Stage 2	-	-	-	-	381	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	301	-	-	-	15	255
Mov Cap-2 Maneuver	-	-	-	-	91	-
Stage 1	-	-	-	-	99	-
Stage 2	-	-	-	-	381	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0	0	45.02
HCM LOS			E

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	301	-	91
HCM Lane V/C Ratio	-	-	-	-	0.012
HCM Ctrl Dly (s/v)	-	-	0	-	45
HCM Lane LOS	-	-	A	-	E
HCM 95th %tile Q(veh)	-	-	0	-	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	922	775	83	1101	997	77
Future Volume (veh/h)	922	775	83	1101	997	77
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1856	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	971	0	87	1159	1049	81
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	3	2	2	2	2	2
Cap, veh/h	1507		123	2018	985	452
Arrive On Green	0.43	0.00	0.07	0.57	0.28	0.28
Sat Flow, veh/h	3618	1585	1781	3647	3456	1585
Grp Volume(v), veh/h	971	0	87	1159	1049	81
Grp Sat Flow(s),veh/h/ln	1763	1585	1781	1777	1728	1585
Q Serve(g_s), s	22.9	0.0	5.0	22.0	30.0	4.1
Cycle Q Clear(g_c), s	22.9	0.0	5.0	22.0	30.0	4.1
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1507		123	2018	985	452
V/C Ratio(X)	0.64		0.71	0.57	1.07	0.18
Avail Cap(c_a), veh/h	1507		423	2018	985	452
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.8	0.0	47.9	14.6	37.6	28.4
Incr Delay (d2), s/veh	2.1	0.0	10.0	1.2	47.8	0.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	13.9	0.0	4.4	12.3	26.5	7.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	26.0	0.0	57.9	15.8	85.4	28.6
LnGrp LOS	C		E	B	F	C
Approach Vol, veh/h	971			1246	1130	
Approach Delay, s/veh	26.0			18.7	81.4	
Approach LOS	C			B	F	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		67.3		38.0	14.8	52.5
Change Period (Y+Rc), s		7.5		8.0	7.5	7.5
Max Green Setting (Gmax), s		45.0		30.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		24.0		32.0	7.0	24.9
Green Ext Time (p_c), s		10.2		0.0	0.3	8.2

Intersection Summary	
HCM 7th Control Delay, s/veh	42.0
HCM 7th LOS	D

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	0.4

Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↑↑			↑↑		↱
Traffic Vol, veh/h	1685	0	0	2094	0	77
Future Vol, veh/h	1685	0	0	2094	0	77
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1774	0	0	2204	0	81

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	887
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	287
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	287
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	SE	NW	NE
HCM Ctrl Dly, s/v	0	0	22.39
HCM LOS			C

Minor Lane/Major Mvmt	NELn1	NWT	SET
Capacity (veh/h)	287	-	-
HCM Lane V/C Ratio	0.282	-	-
HCM Ctrl Dly (s/v)	22.4	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	1.1	-	-

Lane Group	EBU	EBT	EBR	WBL	WBT	NEL	NER
Lane Configurations							
Traffic Volume (vph)	21	1686	29	40	2058	0	0
Future Volume (vph)	21	1686	29	40	2058	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	350		405	455		0	0
Storage Lanes	1		1	1		0	0
Taper Length (ft)	50			50		25	
Satd. Flow (prot)	1770	3539	1583	1770	3539	0	0
Flt Permitted	0.950			0.950			
Satd. Flow (perm)	1770	3539	1583	1770	3539	0	0
Link Speed (mph)		55			55	30	
Link Distance (ft)		621			1453	430	
Travel Time (s)		7.7			18.0	9.8	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Shared Lane Traffic (%)							
Lane Group Flow (vph)	22	1775	31	42	2166	0	0
Sign Control		Free			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 60.2%		ICU Level of Service B	
Analysis Period (min) 15			

APPENDIX K

Safety Analysis

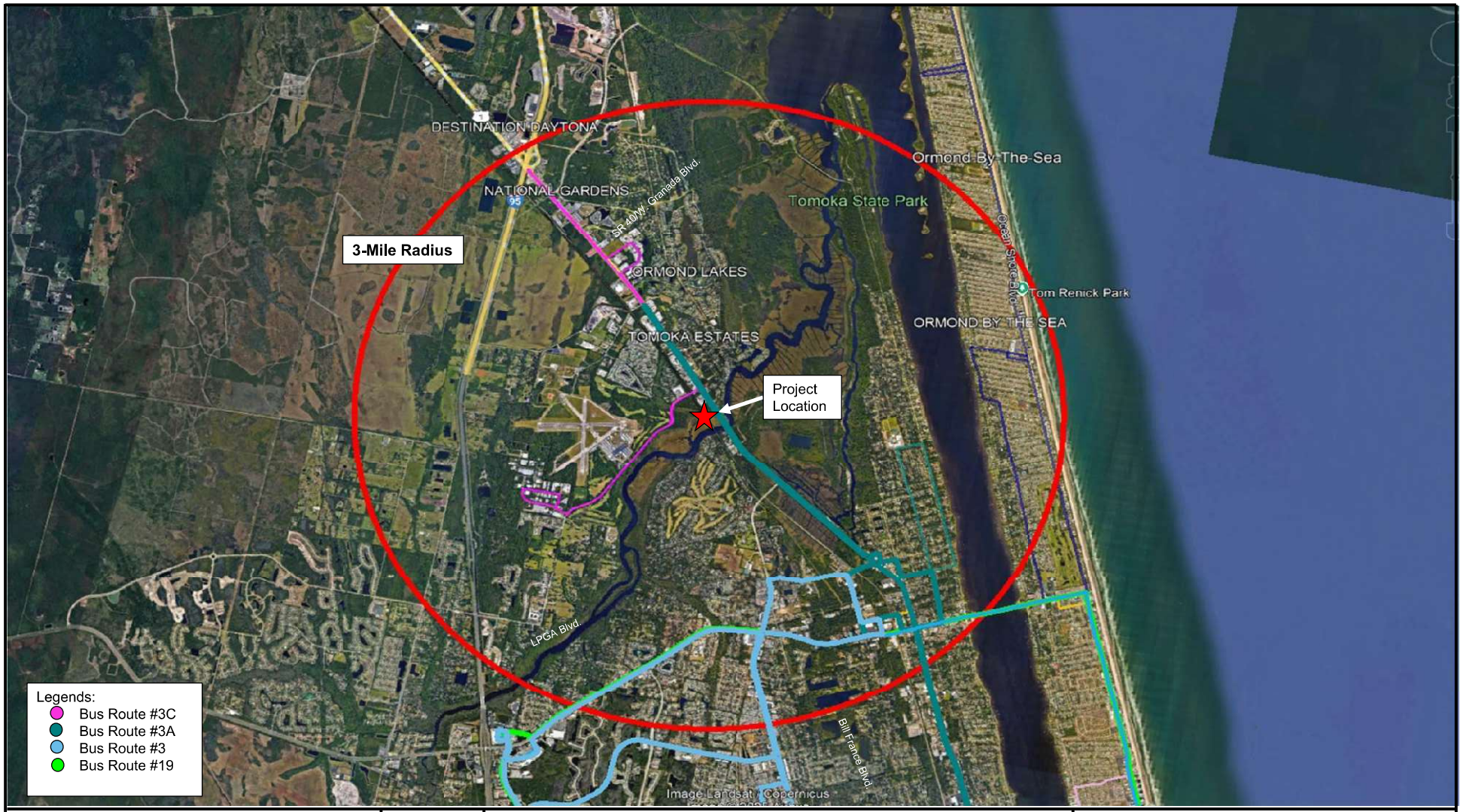
		LOCATION:	US 1, North of SR5A/Nova Rd		S.R. NO.:	US 1		COUNTY:	Volusia	
		INTERSECTING ROUTE:	NA		M.P.:	-		ENGINEER:	GAG	
		STUDY PERIOD FROM:	7/12/1905		TO:	7/16/1905		DATE:	9/12/2025	
NO.	DATE	DAY	TIME	FATALITIES	INJURIES	PROPERTY DAMAGE	DAY / NIGHT	WET / DRY	CONTRIBUTING CAUSE	
1	7/23/2022	Saturday	11:48 PM	-	-	$ 10,000.00	Night	Dry	Animal	
2	3/7/2023	Tuesday	10:00 PM	-	1	$ 3,000.00	Night	Dry	Motor Vehicle in Transport	
3	3/10/2023	Friday	5:54 PM	-	1	$ 2,000.00	Day	Dry	Motor Vehicle in Transport	

TOTALS

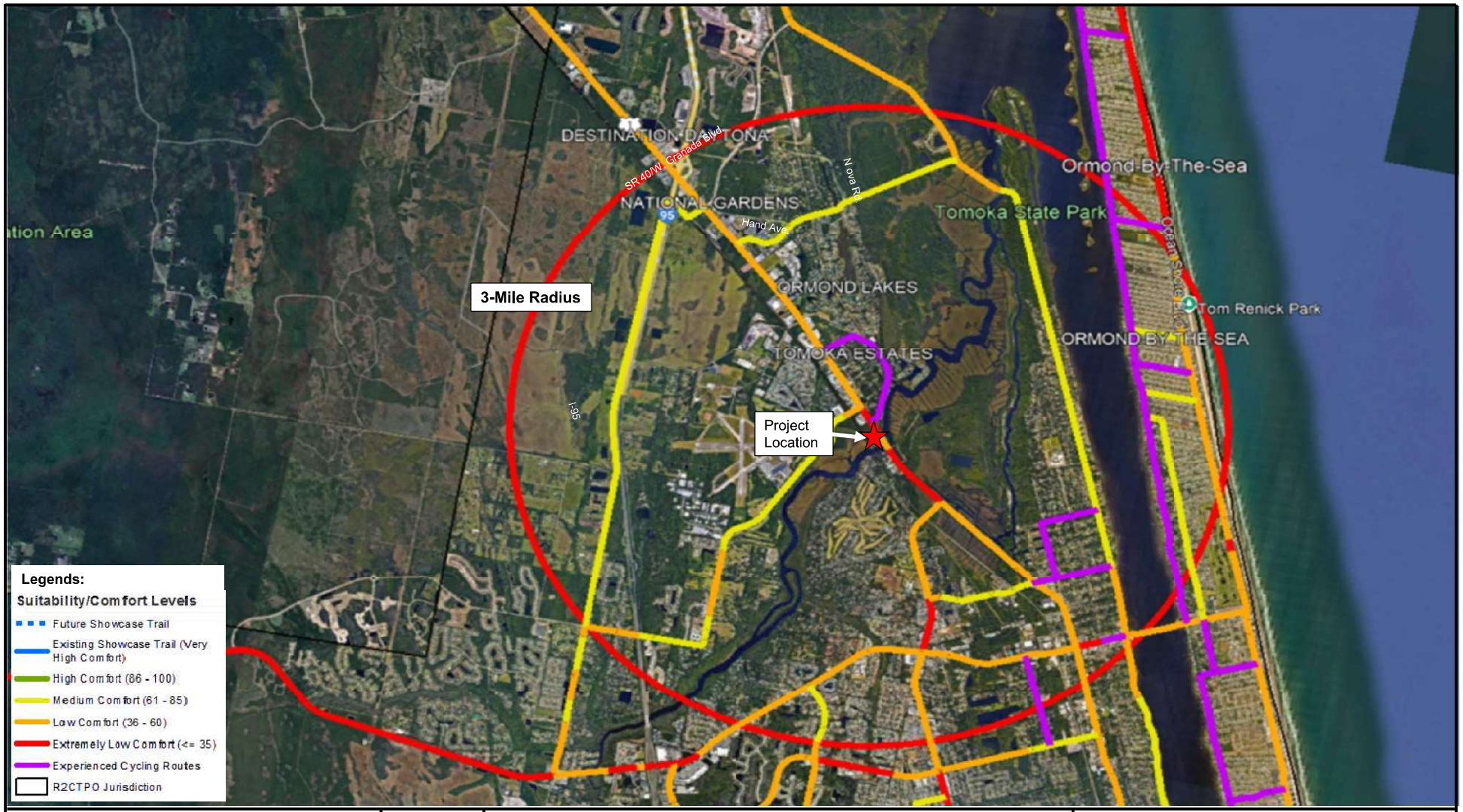
CRASHES	FATALITIES	INJURIES	P.D.	ANGLE	ANIMAL	BICYCLE	HEAD ON	LEFT TURN	OFF ROAD
3	0	2	$ 15,000.00	0	1	0	0	0	0
	DAY / NIGHT	WET / DRY	D.U.I.	OTHER/UNKNOWN	PEDESTRIAN	REAR END	RIGHT TURN	ROLLOVER	SIDESWIPE
	1 / 2	0 / 3	0	0	0	0	0	0	2

APPENDIX L

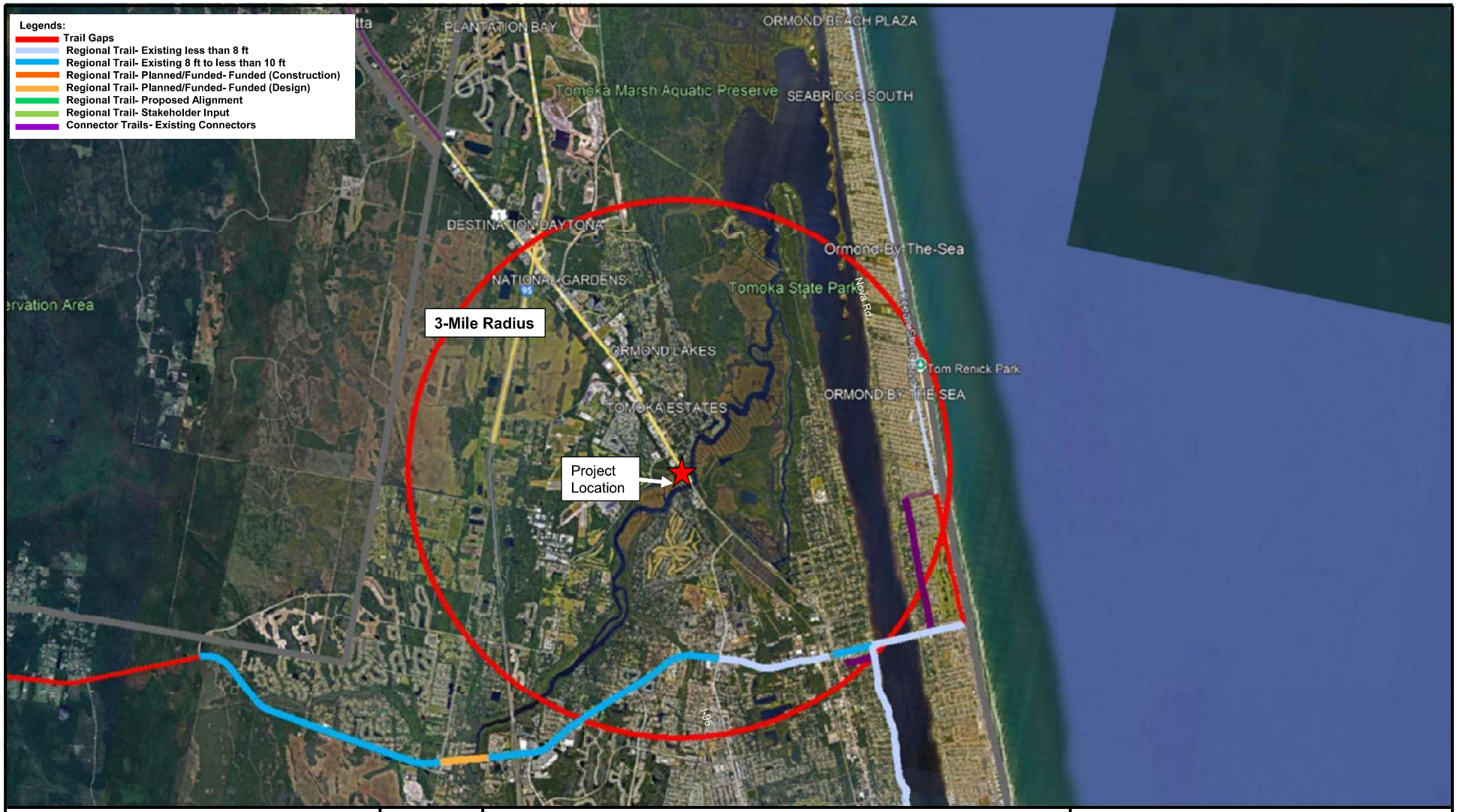
Alternative Mode Analysis



Tomoka Commerce Park	N NTS	LTG Engineering & Planning	**Bus Route Service Map** Project No.: 6207.03 | Appendix



Tomoka Commerce Park	N NTS	LTG Engineering & Planning	**Bicycle Suitability Map** Project No.: 6207.03 | Appendix



Tomoka Commerce Park	N NTS	LTG Engineering & Planning	**Trail Gaps, Regional Trail Segments and Connector Trails Map** Project No.: 6207.03 | Appendix

APPENDIX M

NCHRP 457 Turn Lane Warrants

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadw ay
Variable	Value
Major-road speed, mph:	55
Major-road volume (one direction), veh/h:	2048
Right-turn volume, veh/h:	17

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	8
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Add right-turn bay.	

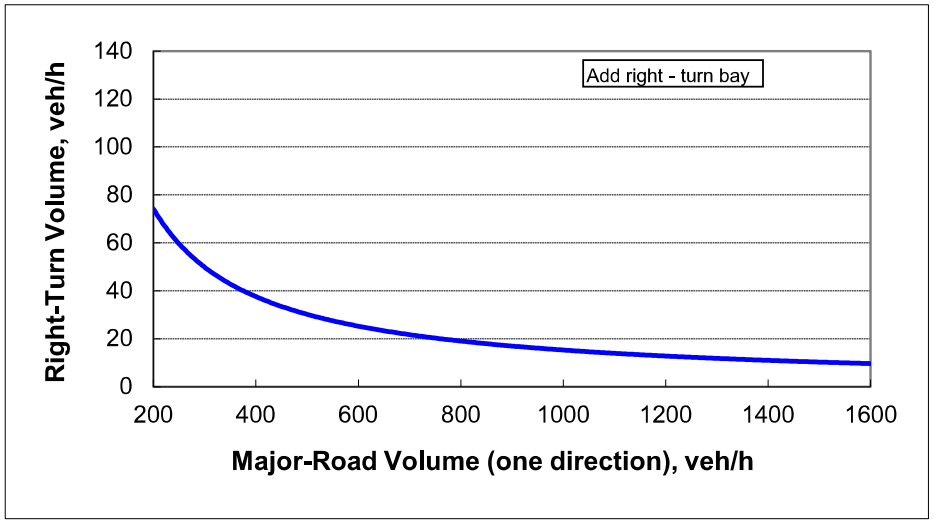


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadw ay
Variable	Value
Major-road speed, mph:	55
Major-road volume (one direction), veh/h:	1736
Right-turn volume, veh/h:	29

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	9
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Add right-turn bay.	

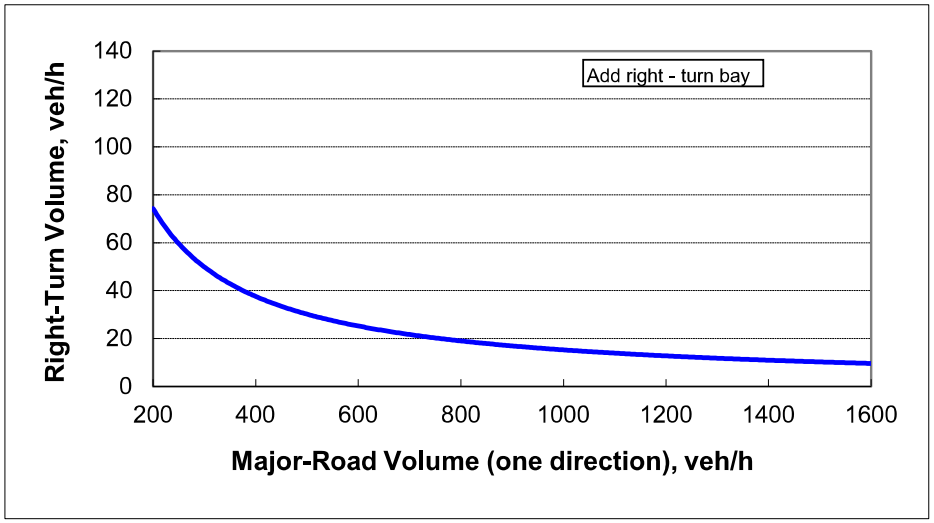


Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

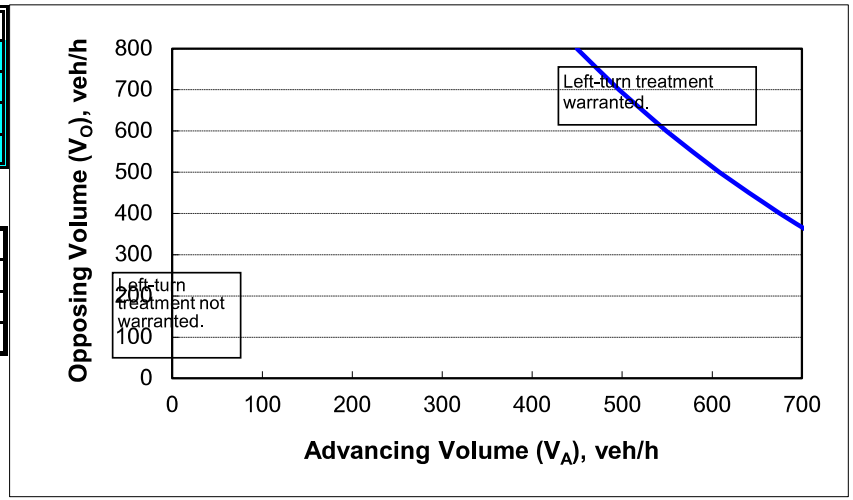
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	55
Percent of left-turns in advancing volume (V_A), %:	2%
Advancing volume (V_A), veh/h:	1354
Opposing volume (V_O), veh/h:	2048

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	137
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

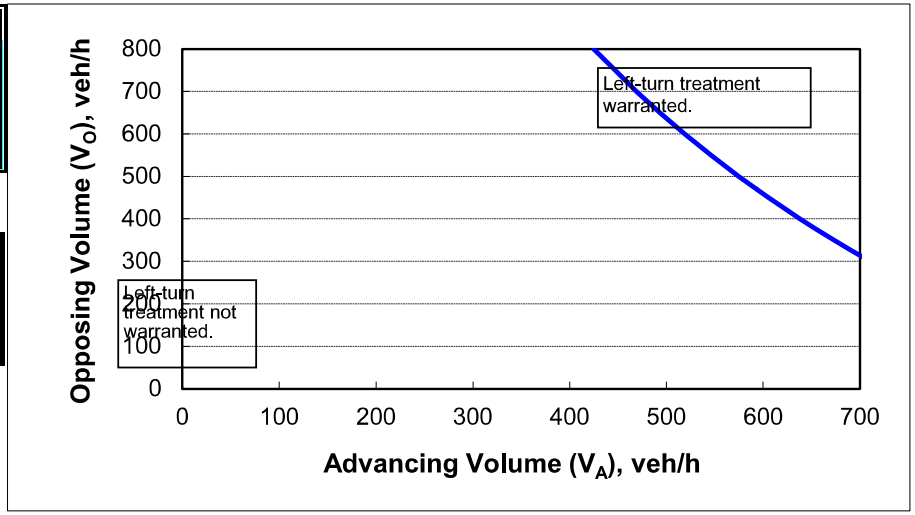
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	55
Percent of left-turns in advancing volume (V_A), %:	2%
Advancing volume (V_A), veh/h:	2098
Opposing volume (V_O), veh/h:	1736

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	174
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

ATTACHMENT 4

Environmental information

BIOLOGICAL CONSULTING SERVICES, INC.

ENDANGERED AND THREATENED SPECIES REPORT

for

TOMOKA COMMERCE PARK

for Submittal to:

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

Prepared for:

890 N US Hwy 1, LLC
1451 N US Highway 1 Suite 14
Ormond Beach, Florida 32141

Prepared by:

Biological Consulting Services, Inc.
802 Magnolia Street
New Smyrna Beach, Florida 32168

March 2025

Joe H. Young III, President
Principal Field Biologist
FFWCC Authorized Gopher Tortoise Agent GTA-09-00127H

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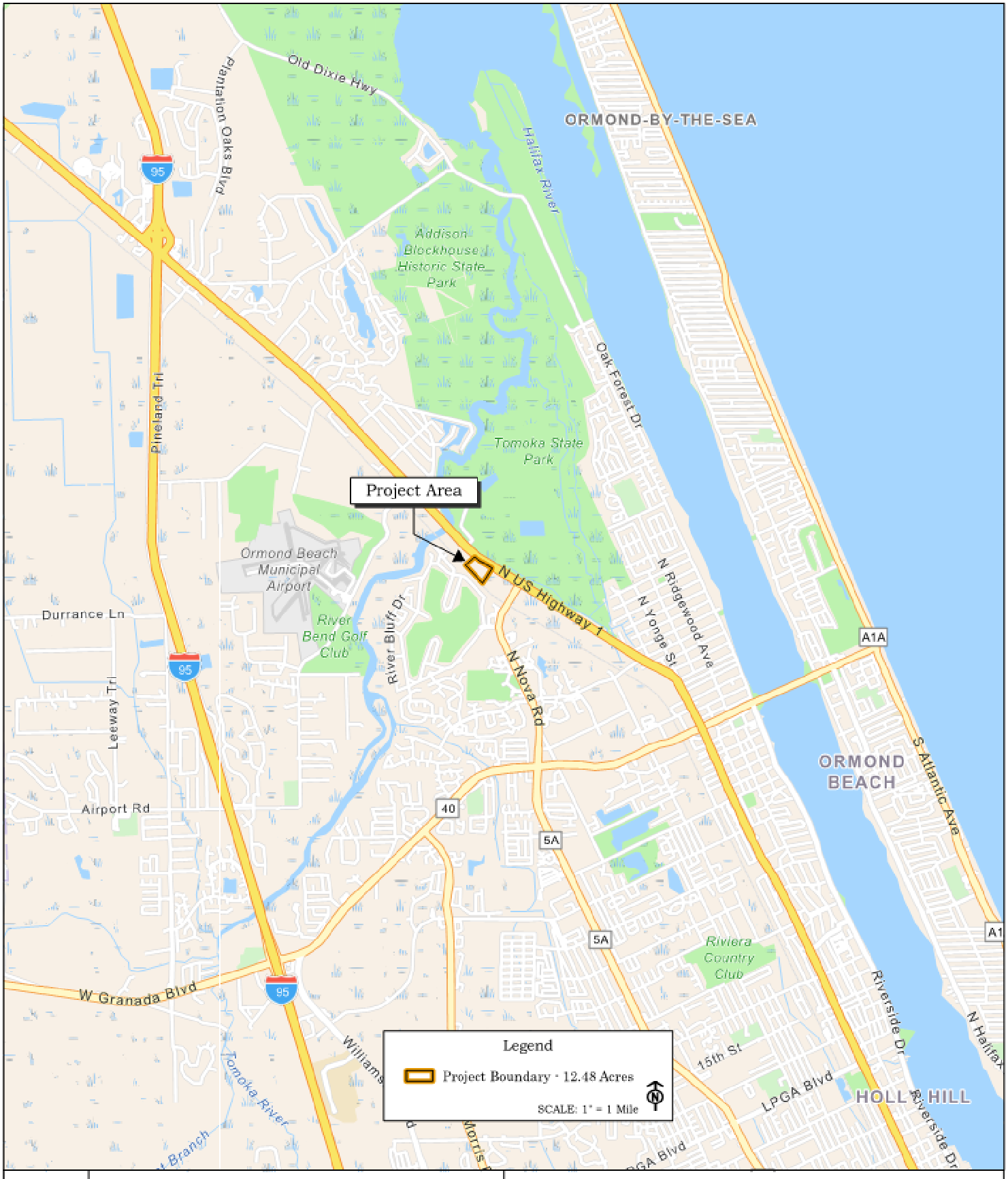
1.0 SITE LOCATION AND DESCRIPTION

The Tomoka Commerce Park project site is in Section 39, Township 14 South, Range 32 East, in Ormond Beach, Volusia County, Florida. The project site is located along the west side of North US Highway 1, north of State Road 40, and east of Interstate 95.

Pedestrian field surveys were conducted on January 10 and 23, 2025. The site was reviewed to determine the occurrence of threatened and endangered species, to identify vegetative communities that occur on the property, and to review the physical features (soils and topography). Plant communities were subsequently mapped and community types were classified utilizing the Florida Land Use, Cover and Forms Classification System (FLUCCS) (Florida Department of Transportation, 1999). The site consists of natural wooded areas. Adjacent land use consists of North US Highway 1 to the east, the Florida East Coast Railroad to the west, undeveloped land to the south and commercial property to the north.

The site topography is characterized as being gently sloping with elevations from the 14’ contour on the west side of the site down to the 3’ contour on the east side of the site according to Volusia County Property Appraiser LiDAR information.



1/19/2025

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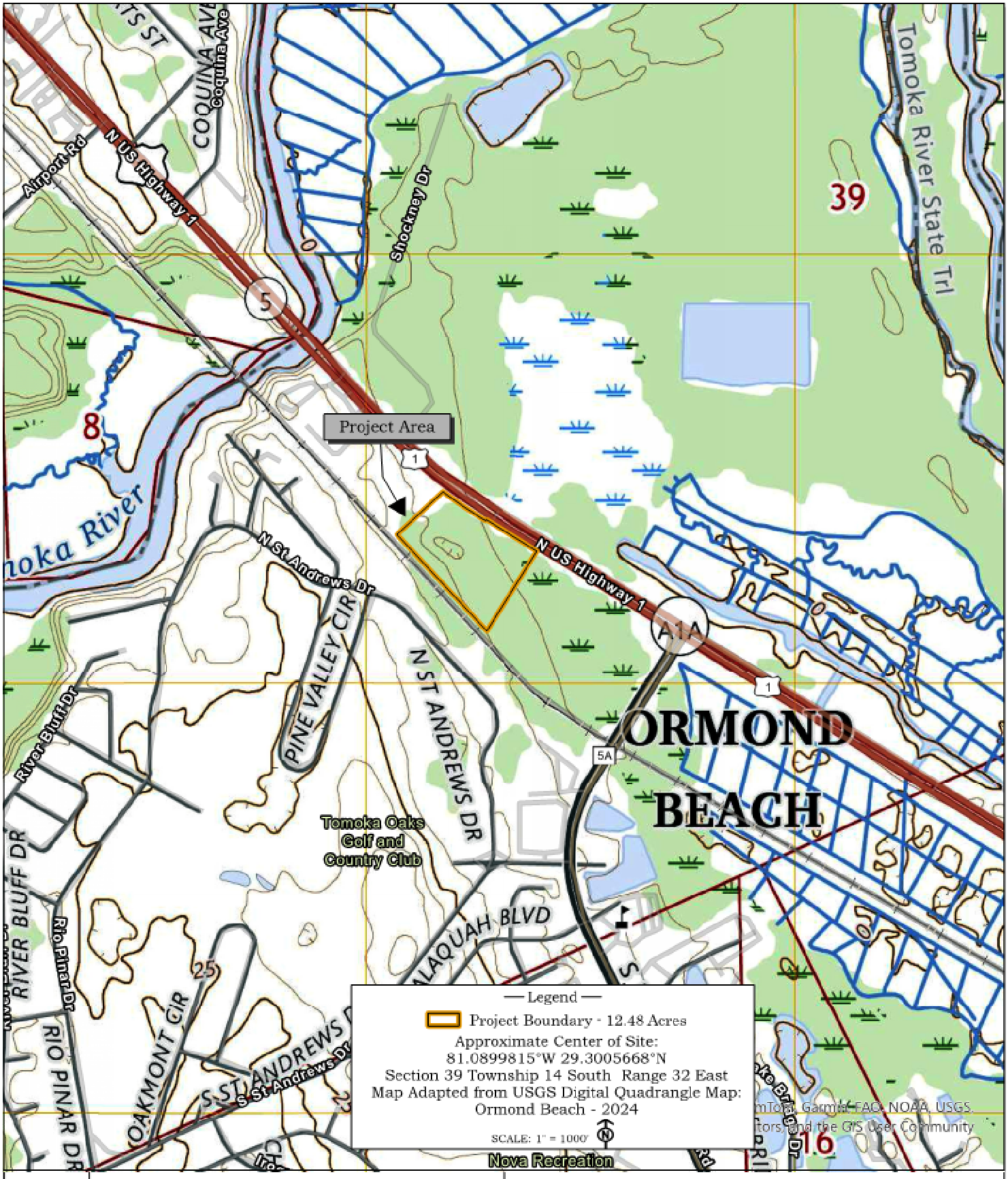
Tomoka Commerce Park

Location Exhibit

Project Number 24-11115



1/19/2025

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Tomoka Commerce Park

Quadrangle Exhibit

Project Number 24-11115

SCALE: 1" = 100'
0 35 50 100
Feet

1/19/2025

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Tomoka Commerce Park

Aerial Exhibit

Project 24-11115

2.0 SOIL SURVEY

The Natural Resources Conservation Service Web Soil Survey (websoilsurvey.nrcs.usda.gov) indicates that the following soil types are found in this area. Normally vegetation within these soil types indicates hydric *(wetland)* or non-hydric *(non-wetland)* characteristics.

11 Bulow Sand, 0-5% Slopes
22 Electra Fine Sand, 0-5% Slopes
69 Tuscawilla Fine Sand

The soil survey is fairly accurate in the typing of soils; however, boundaries of the soils are sometimes poorly indicative of site conditions. Please review the Soils Map for soil type boundaries and the chart below for soil type/vegetation correlation for this site. The Natural Resources Conservation Service Web Soil Survey indicated that both upland and hydric soils would be present on this site, which was confirmed during the site visit.

UPLAND SOILS	WETLAND SOILS
11 – Bulow Sand, 0-5% Slopes	69 - Tuscawilla Fine Sand
22 – Electra Fine Sand, 0-5% Slopes	

Bulow sand, 0 to 5% slopes soil (11) is characterized as gently sloping soil on low narrow sand ridges on the mainland. The ridges represent a former coastline and generally run parallel to the coast. The water table is below 72 inches. Water and air move rapidly through this soil. The soil type has a "Moderately Suited" rating for gopher tortoise burrowing. These soils are suitable and somewhat favorable for burrowing by gopher tortoise. Some restrictive features may limit the use of the site to a minor extent. Colonization and population densities may be average to above for the area if the other habitat requirements are met. **Category: Non-hydric**

Electra fine sand, 0-5% slopes soil (22) is characterized as a somewhat poorly drained, nearly level soil, typically found in slightly elevated places in flatwoods. The water table is commonly at a depth of 20 to 40 inches for about 4 months, and drops below 40 inches during drier periods. Permeability is rapid to a depth of about 35 inches, moderate between depths of 35 and 41 inches, rapid between 41 and 57 inches, moderately slow between 57 and 78 inches and rapid below. The soil type has a "Highly Suited" rating for gopher tortoise burrowing. This soil type has no restrictions for use and is favorable for burrowing by gopher tortoises. Colonization and population densities may be above average if other habitat factors are not limiting. **Category: Non-hydric**

Tuscawilla fine sand soil (69) is defined as nearly level, poorly drained soil which occurs in broad hammocks near the coast. The water table is within a depth of 10 inches for 2 to 6 months in most years. Permeability is rapid in the sandy layers and moderately slow in the loamy layers. The soil type has an "Unsuitable" rating for gopher tortoise burrowing. This soil has characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. **Category: Hydric**

Hydric soils were mapped on this site, and field review confirmed hydric soils were observed on site within the wetland. The other soil types either indicated upland characteristics, or field review verified upland species were the dominant vegetation indicating non-hydric conditions. The other wetlands that occur onsite appear to have been dug out of the upland soils on the west side of the site.

The depth to water table attribute was analyzed using the Natural Resource Conservation Service Web Soil Survey for this site (www.websoilsurvey.usda.nrcs.gov). The depth to water table is defined as the distance below grade that the saturated zone of the soil can be found within a specific soil type. The chart below lists the existing soils on site and the corresponding depth to water table.

SOILS ON SITE	DEPTH TO WATER TABLE	GOPHER TORTOISE BURROWING SUITABILITY
11 – Bulow Sand, 0-5% Slopes	>200 cm (>6’ 7”)	Moderately Suited
22 – Electra Fine Sand, 0-5% Slopes	76 cm (2’ 6”)	Highly Suited
69 – Tuscawilla Fine Sand	8 cm (0’ 3”)	Unsuitable

Tomoka Commerce Park

Soils Exhibit

Project 24-11115

1/19/2025

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BIOLOGICAL CONSULTING SERVICES, INC.

SCALE: 1" = 100'

0 35 50 100 Feet

3.0 FLORIDA LAND USE COVER & FORMS CLASSIFICATION SYSTEM

The vegetative communities and land uses on the project site were field verified, and the site was mapped utilizing the Florida Land Use, Cover and Forms Classification System (FLUCCS, FDOT, 1999). Five (5) land use and cover types were identified in and around the project site.

425 Temperate Hardwoods
510 Streams & Waterways (ditch)
616 Inland Ponds & Sloughs
620 Wetland Coniferous Forests
630 Wetland Forested Mixed

3.1 VEGETATIVE COMMUNITIES

The vegetative communities encountered on the site with the dominant vegetative cover are listed below:

#425 – Temperate Hardwoods: This community is found over a majority of the site, and is dominated by **Slash pine** *(Pinus elliottii)* and **Live oak** *(Quercus virginiana)* in the canopy and **Saw palmetto** *(Serenoa repens)* in the understory. Other components observed within this community were **Pignut Hickory** (*Carya glabra*), **Sand Live oak** (*Quercus geminata*), **Long Leaf Pine** *(Pinus palustris),* **Cabbage palm** *(Sabal palmetto),* **Southern Magnolia** *(Magnolia grandiflora),* **Southern Red Cedar** *(Juniperus silicicola),* **Yaupon holly** *(Ilex vomitoria),* **Staggerbush** *(Lyonia ferruginea),* **Coontie** *(Zamia spp.),* and **Wild Olive** *(Cartrema floridanum).*

#510 – Streams and Waterways: This classification is for the upland cut ditch that occurs on site connecting Wetland B to Wetland A. This ditch has very minimal vegetation, and intermittently connects System B to System A during heavy storm events. In addition, there is a tree growing in the middle of the ditch that blocks the flow to Wetland A from Wetland B. This area has been classified as a surface water.

#616 – Inland Ponds and Sloughs: This classification is for the small isolated pond (Wetland C) that occurs in the west portion of the site. It appears that the pond was man-made historically. The pond occurs in an area of the site mapped with non-hydric soils. The pond contains minimal vegetation.

#620 - Wetland Coniferous Forests: This community is found in a small isolated system (Wetland B) near the west side of the site and consists of 0.44 acres. This wetland is an area that was a man-made borrow pit. The community is dominated by **Slash pine** *(Pinus elliotti)*, in the canopy, **Red maple** *(Acer rubrum)* in the subcanopy, and **Cabbage palm** in the understory.

#630 - Wetland Forested Mixed: This community is found on the east side of the site (Wetland A) and consists of 1.02 acres. The community is dominated by a mix of wetland hardwoods in the canopy and **Cabbage palm** in the understory. Other components observed within this community were **Slash pine** (*Pinus elliottii*), **Southern Magnolia** (*Magnolia grandiflora*), **Live Oak** *(Quercus virginiana),* **Tupelo** *(Nyssa sylvatica),* **Red maple** *(Acer rubrum),* **Southern Red Cedar** *(Juniperus silicicola),* **Wax myrtle** *(Myrica cerifera),* **Dahoon holly** *(Ilex cassine),* **Cinnamon fern** *(Osmunda cinnamomea),* **Chain fern** *(Woodwardia virginica),* **Royal fern** *(Osmunda regalis)* and **Jack-in-the-pulpit** *(Arisaema triphyllum).*

Tomoka Commerce Park

FLUCCS Exhibit

Project 24-11115

1/19/2025

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BIOLOGICAL CONSULTING SERVICES, INC.

SCALE: 1" = 100'

0 35 50 100 Feet

4.0 POTENTIAL ENDANGERED AND THREATENED SPECIES DISTRIBUTION

The vegetative composition on site consists of the Temperate Hardwoods (425), Streams & Waterways (510), Inland Ponds & Sloughs (616), Wetland Coniferous Forests (620) and Wetland Forested Mixed (630) communities. Major emphasis was given to the protected species that might inhabit these vegetative cover types.

A list of species with the potential for occurrence on-site and which are afforded protection by the Florida Fish and Wildlife Conservation Commission (FFWCC) and the U.S. Fish and Wildlife Service (USFWS) was compiled prior to the protected species survey, based on a literature review of geographic range and preferred habitat. The protected species distribution chart contains the designated status of protected wildlife species with the potential for occurrence on this project.

4.1 VOLUSIA COUNTY PROTECTED SPECIES DISTRIBUTION CHART

The following protected species could potentially utilize the site:

COMMON NAME	*SCIENTIFIC NAME*	STATUS	POTENTIAL OF OCCURANCE
MAMMALS			
Florida Black Bear	*Ursus americanus floridanus*	delisted	Minor habitat available not observed on site
Florida Panther	*Felis concolor coryi*	FE	Minor habitat available not observed on site
BIRDS			
Bald Eagle	*Haliaeetus leucocephalus*	delisted	Minor habitat available not observed on site
Roseate Spoonbill	*Ajaia ajaja*	ST	Minor habitat available not observed on site
Southeastern American Kestrel	*Falco sparverius paulus*	ST	Minor habitat available not observed on site
Tricolored Heron	*Egretta tricolor*	ST	Minor habitat available not observed on site
Wood Stork	*Mycteria americana*	FT	Minor habitat available not observed on site
AMPHIBIANS & REPTILES			
American Alligator	*Alligator mississippiensis*	FT (S/A)	Minor habitat available not observed on site
Eastern Indigo Snake	*Drymarchon corais couperi*	FT	Minor habitat available not observed on site
Gopher Tortoise	*Gopherus polyphemus*	ST	Minor habitat available not observed on site
PLANTS			
American chaffseed	*Schwalbea americana*	E	Minor habitat available not observed on site
Angle-pod	*Matelea gonocarpos*	T	Minor habitat available not observed on site
Auricled spleenwort	*Asplenium erosum*	E	Minor habitat available not observed on site
Bird's nest spleenwort	*Asplenium serratum*	E	Minor habitat available not observed on site
Blue flowered butterwort	*Pinguicula caerulea*	T	Minor habitat available not observed on site
Brittle maidenhair fern	*Adiantum tenerum*	E	Minor habitat available not observed on site
Celestial lily	*Nemastylis floridana*	E	Minor habitat available not observed on site
Chapman's sedge	*Carex chapmannii*	T	Minor habitat available not observed on site
Cinnamon Fern	*Osmunda cinnamomea*	CE	Minor habitat available observed on site
Common wild pine	*Tillandsia fasciculata*	E	Minor habitat available not observed on site

COMMON NAME	*SCIENTIFIC NAME*	STATUS	POTENTIAL OF OCCURANCE
PLANTS			
Coontie (all native species)	*Zamia spp.*	CE	Minor habitat available observed on site
Dwarf spleenwort	*Asplenium pumilum*	E	Minor habitat available not observed on site
Florida butterfly orchid	*Encyclia tampensis*	CE	Minor habitat available not observed on site
Florida jointtail grass	*Coelorachis tuberculosa (Manisuris tuberculosa)*	T	Minor habitat available not observed on site
Florida mountain-mint	*Pycnanthemum floridanum*	T	Minor habitat available not observed on site
Godfrey's sandwort	*Minuartia godfreyi*	E	Minor habitat available not observed on site
Great wild pine	*Tillandsia utriculata*	E	Minor habitat available not observed on site
Green-fly orchid	*Epidendrum conopseum*	CE	Minor habitat available not observed on site
Hand Fern	*Ophioglossum palmatum*	E	Minor habitat available not observed on site
Hartwrightia	*Hartwrightia floridana*	T	Minor habitat available not observed on site
Hooded pitcherplant	*Sarracenia minor*	T	Minor habitat available not observed on site
Indian plantain	*Arnoglossum diversifolium*	T	Minor habitat available not observed on site
Indian pumpkin (Okeechobee gourd)	*Cucurbita okeechobeensis*	E	Minor habitat available not observed on site
Leafless beaked orchid	*Stenorrhynchos lanceolatus (Spiranthes lanceolata)*	T	Minor habitat available not observed on site
Low peperomia	*Peperomia humilis*	E	Minor habitat available not observed on site
Naked wood	*Myrcianthes fragrans*	T	Minor habitat available not observed on site
Needle Palm	*Rhapidophyllum hystrix*	CE	Minor habitat available not observed on site
Nodding club-moss	*Lycopodium cernuum (Lycopodiella cernua)*	CE	Minor habitat available not observed on site
Pigmy-pipes	*Monotropsis oderata*	E	Minor habitat available not observed on site
Plume polypody	*Pecluma plumula*	E	Minor habitat available not observed on site
Rainlily	*Zephyranthes atamasca*	T	Minor habitat available not observed on site
Rose pogonia	*Pogonia ophioglossoides*	T	Minor habitat available not observed on site
Royal fern	*Osmunda regalis*	CE	Minor habitat available observed on site

COMMON NAME	*SCIENTIFIC NAME*	STATUS	POTENTIAL OF OCCURANCE
PLANTS			
Simpson zephyr lily	*Zephyranthes simpsonii*	T	Minor habitat available not observed on site
Snowy orchid	*Platanthera nivea (Habenaria nivea)*	T	Minor habitat available not observed on site
Southern tubercled orchid	*Platanthera flava*	T	Minor habitat available not observed on site
Swamp plume polypody	*Pecluma ptilodon*	E	Minor habitat available not observed on site
Tampa vervain	*Verbena tampensis (Glandularia tampensis)*	E	Minor habitat available not observed on site
Water sundew	*Drosera intermedia*	T	Minor habitat available not observed on site
Widespread polypody	*Pecluma dispersa*	E	Minor habitat available not observed on site
Yellow flowered butterwort	*Pinguicula lutea*	T	Minor habitat available not observed on site
Yellow fringed orchid	*Platanthera ciliaris*	T	Minor habitat available not observed on site
Yellow star anise	*Illicium parviflorum*	E	Minor habitat available not observed on site

LEGAL STATUS LEGEND

STATE AND FEDERAL STATUS (FAUNA ONLY)

CODE	DEFINITION
FE	Federally-designated Endangered
FT	Federally-designated Threatened
FXN	Federally-designated Threatened Nonessential Experimental Population
FT(S/A)	Federally-designated Threatened species due to similarity of appearance
ST	State-designated Threatened
SSC	State-designated Species of Special Concern

FDA STATUS (FLORA ONLY)

CODE	DEFINITION
E	Endangered
T	Threatened
CE	Commercially Exploited

5.0 ENDANGERED AND THREATENED SPECIES

5.1 Mammals

The endangered **Florida Panther** *(Felis concolor coryi)* is found in a wide variety of habitat types, but requires a large range and substantial food source to survive. The **Florida Black Bear** (*Ursus americanus floridanus*) is known to inhabit community types that occur on-site, and require a large range to support the necessary food supply. It is possible for both species to roam through this site.

Neither of these species or any signs of their utilization were observed during the site reviews.

5.2 Amphibians and Reptiles

The threatened **Gopher Tortoise** (*Gopherus polyphemus*) was a species of concern because some of the site could potentially provide habitat for this species. Gopher tortoises prefer well-drained, sandy soils found in habitats such as longleaf pine sandhills, xeric oak hammocks, scrub, pine flatwoods, dry prairies, and coastal dunes. They are also found in a variety of disturbed habitats including pastures and urban areas. Suitable gopher tortoise habitat contains well-drained sandy soils for digging burrows and nesting, abundant herbaceous plants for forage, and open, sunny areas with sparse canopy for nesting and basking.

The site was reviewed extensively through the transect methodology outlined in the Florida Game and Fresh Water Fish Commission (FFWCC) Gopher Tortoise Permitting Guidelines (April 2008, Revised April 2023). Per the Guidelines, a burrow survey covering a minimum of 15% of the potential gopher tortoise habitat to be impacted by development activities (including staging areas for heavy equipment) is required to apply for a relocation permit (a 100% burrow survey is required for a 10 or Fewer Burrows Permit).

Some commensal species are known to inhabit Gopher Tortoise burrows such as the threatened **Eastern Indigo Snake** *(Drymarchon corais couperi*). Over most of its range, the eastern indigo snake inhabits pine flatwoods, scrubby flatwoods, high pine, dry prairie, tropical hardwood hammocks, edges of freshwater marshes, agricultural fields, coastal dunes, and human-altered habitats. Eastern indigo snakes appear to need a mosaic of habitats to complete their life cycle. Wherever the eastern indigo snake occurs in xeric habitat, it is closely associated with the gopher tortoise.

The wetlands could provide habitat for the threatened **American Alligator** *(Alligator mississippiensis).*

No protected amphibians or reptiles or signs of their utilization were noted on the site during the review.

5.3 Invertebrates

Very few invertebrates are listed by the State of Florida as Endangered or Threatened, and of the species listed, none occur within the habitat found on this project site.

5.4 Fish

No protected fish species were observed on the site in the area of proposed impact due to the lack of their specific habitat type.

5.5 Birds

There are a moderate number of birds that could potentially utilize the habitats available on the site. The upland community could provide foraging and/or nesting habitat the threatened **Southeastern American Kestrel** (*Falco sparverius paulus*), and the **Bald Eagle** (*Haliaeetus leucocephalus*).

The wetland community could provide habitat for the threatened **Wood Stork** (*Mycteria americana)*, the threatened **Tricolored Heron** *(Egretta tricolor)*, and the threatened **Roseate Spoonbill** *(Ajaja ajaja)*.

The Bald eagle is no longer listed or protected under the Endangered and Threatened Species Act of 1973 and removed from the Florida's Endangered and Threatened Species List. However, the bald eagle is still protected under provisions of the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. Known bald eagle nesting territories within the state of Florida were surveyed by the Florida Fish and Wildlife Conservation Commission (FWC) during the 2016 nesting season. Nest locations were determined with the use of aircraft-based Global Positioning System (GPS) units. A review of the FWC mapping for documented bald eagle nests and a review of the Audubon Florida EagleWatch mapping of non-documented nests revealed that there are no Eagle nests located within 660' of the project site. Additionally, no eagle nest was observed during the reviews of the site.

A review of the U.S. Fish and Wildlife Service Wood Stork Nesting Colonies and Core Foraging Areas Data (2008-2019) revealed that the project site does not contain a documented nesting Wood Stork colony and falls outside of documented Wood Stork Core Foraging Areas.

No protected birds or signs of their utilization of the site were observed on site.

5.6 Plants

The vegetative communities on site could provide habitat for a variety of protected plants. This plant listing can be found in the Potential Species Distribution List. Three species were observed on-site; the commercially exploited **Cinnamon fern** (*Osmunda cinnamomea*), the commercially exploited **Coontie** *(Zamia pumila)* and the commercially exploited **Royal fern** *(Osmunda regalis).* The harvesting of these

species for commercial gain, is not allowed. However, the listing of these species poses no restrictions towards the development of the subject site. According to Section 581.185 (8), Florida Statutes, certain exemptions apply to the clearing and removal of protected plant species on lands that will be utilized for silvicultural or agricultural uses, fire control measures, or required mining assessment work. The clearing or removal of regulated plants from canals, ditches, survey lines, building sites or roads or other right-of-ways by the landowner or his or her agent is also exempt on privately owned lands. On utility areas, the clearing of land by a public agency or a publicly or privately owned utility when acting in the performance of its obligation to provide a service to the public is also exempt. Listed plant species found on this site (if any) fall under one of the exemptions listed above and may be removed if needed.

6.0 PROCESS OF REVIEW

Literature research utilizing the previously listed references was conducted to determine potential species distribution. Utilization of aerials, soils maps, and topographical surveys *(USGS quadrangle)* were combined to assess the physical parameters of the site for habitat evaluation. Site reviews were conducted on January 10, and 23, 2025, for the purpose of reviewing all aspects of the project and observations were made in reference to the presence of potential protected species.

The site was reviewed extensively through the transect methodology outlined in the Florida Game and Fresh Water Fish Commission (FFWCC) Gopher Tortoise Permitting Guidelines (April 2008, Revised April 2023). Per the Guidelines, a burrow survey covering a minimum of 15% of the potential gopher tortoise habitat to be impacted by development activities (including staging areas for heavy equipment) is required to apply for a relocation permit (a 100% burrow survey is required to apply for a 10 or Fewer Burrows Permit). This site has no potential gopher tortoise habitat. No gopher tortoise burrows were observed on site during the transect survey reviews. Suitable gopher tortoise habitat contains well-drained sandy soils for digging burrows and nesting, abundant herbaceous plants for forage, and open, sunny areas with sparse canopy for nesting and basking. While the Tomoka Commerce Park site does contain soils suitable for gopher tortoise burrowing (Electra fine sand, 0-5% slopes and Bulow sand, 0-5% slopes), the site has dense canopy cover, making it unsuitable for gopher tortoise utilization. The gopher tortoise burrow survey was conducted by FFWCC Authorized Gopher Tortoise Agent Joe H. Young III (GTA-09-00127H). The total review of this site covered 5.89± acres. The method of evaluation for all potential species was accomplished by pedestrian observation.

Tomoka Commerce Park

Transect Review Area Exhibit

Project 24-11115

1/19/2025

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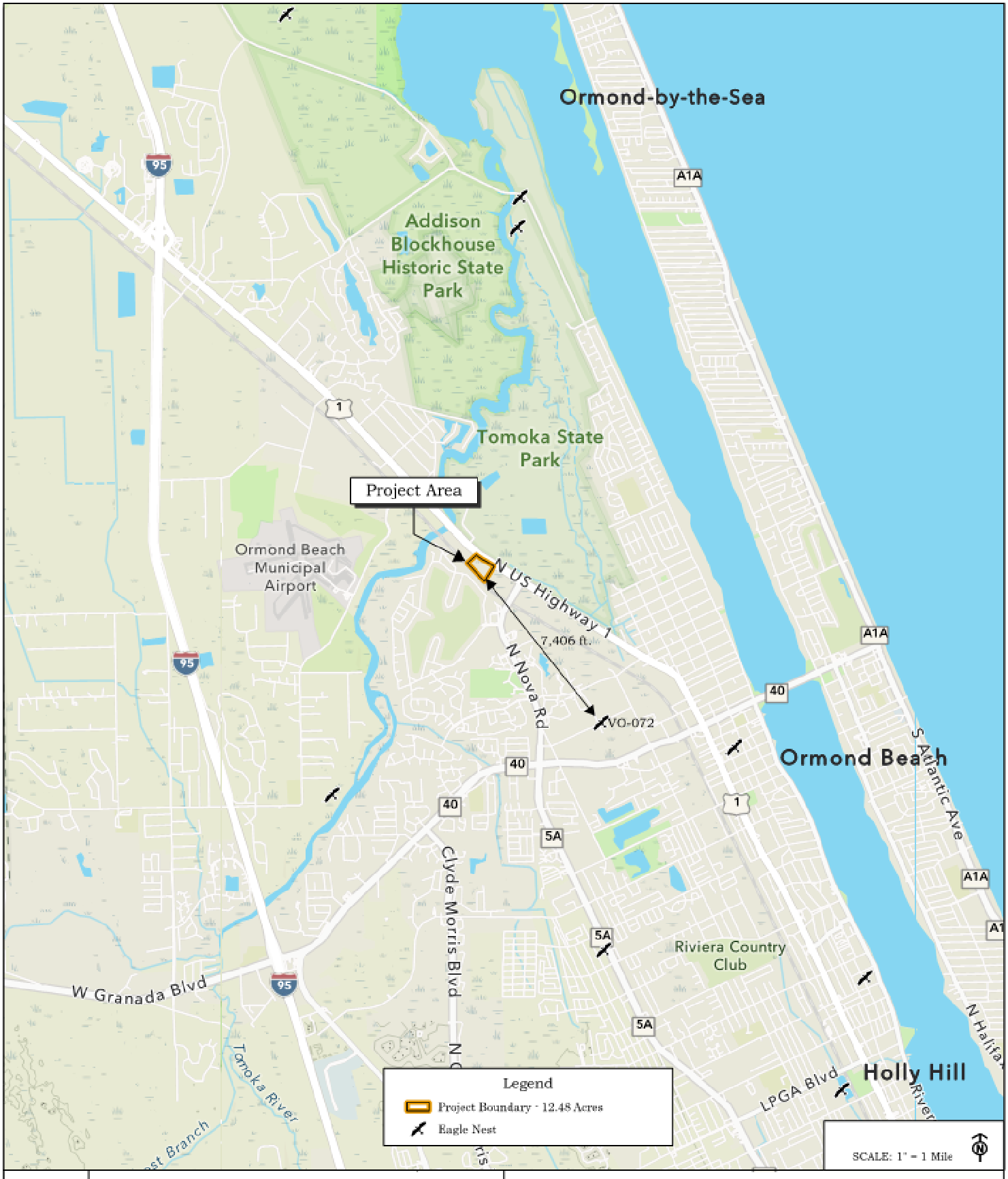
0 35 50 100 Feet



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Tomoka Commerce Park

Eagle Nest Exhibit

Project Number 24-11115

7.0 CONCLUSIONS AND RECOMMENDATIONS

In conclusion, no protected species were observed on site, except for the three (3) plant species, which are exempt. The potential for utilization by faunal (animal) species appears to be low. Specifically, the potential for gopher tortoise utilization is low, probably due to the dense canopy closure and lack of donor population. Gopher Tortoises generally require a minimum of 35% open forest canopy for sunlight penetration to the ground for successful utilization.

This site was reviewed through a transect survey. It appears that no gopher tortoise burrows are to be affected by the development plan.

The results of this survey are valid for 90 days, per the FFWCC requirement that gopher tortoise surveys be conducted no more than 90 days prior to submittal of an application for gopher tortoise relocation.

It is my opinion that the development of this site should not adversely affect any protected species or their habitat. No impacts are expected to occur to the listed faunal species included in the protected species distribution chart (located within Section 5.1 of this report). While habitat is available on site for these species, no individuals or signs of their utilization were observed on site.

8.0 REGULATIONS AND ENFORCEMENT OF TAKING OF GOPHER TORTOISE BY DEVELOPMENT ACTIVITIES UNDER EXISTING RULES OF THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION.

The gopher tortoise (Gopherus polyphemus) is declared to be State-designated Threatened Species per Chapter 68A-27.003 Florida Endangered and Threatened Species List; Prohibitions.

Subparagraph 68A-27.003 (2)(f)5 F.A.C. states:

> *The gopher tortoise shall be afforded the protective provisions specified in this subparagraph. No person shall take, attempt to take, pursue, hunt, harass, capture, possess, sell, or transport any gopher tortoise or parts thereof or their eggs, or molest, damage, or destroy gopher tortoise burrows, except as authorized by Commission permit or when complying with the Gopher Tortoise Management Plan effective September 2012 herein incorporated by reference (http://www.flrules.org/Gateway/reference.asp?No=Ref-12192). A gopher tortoise burrow is a tunnel with a cross-section that closely approximates the shape of a gopher tortoise. Permits will be issued based upon whether issuance would further goals and objectives of the Management Plan and the Gopher Tortoise Permitting Guidelines effective July 2020, herein incorporated by reference (http://www.flrules.org/Gateway/reference.asp?No=Ref-12193).*

There are four available options to address the presence of gopher tortoises on lands slated for development:

1. Avoid developing in the area occupied by tortoises;
2. Develop as to avoid gopher tortoise burrows by avoiding concentrations of burrows altogether and/or staying at least 25 feet from entrances of individual burrows, provided that such activities do not harm gopher tortoise or violate rules protecting gopher tortoises;
3. Relocate tortoises on-site (permit required); or

Relocate tortoises off-site (permit required).

9.0 REFERENCES

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14. Atlas of Florida Vascular Plants, University of South Florida, Institute for Systemic Botany, http://www.plantatlas.usf.edu.
15. Audubon Center for Birds of Prey, Audubon EagleWatch Program https://cbop.audubon.org/conservation/about-eaglewatch-program

APPENDIX

PHOTO STATION MAP

PHOTOGRAPHS

Tomoka Commerce Park

Photo Station Exhibit

Project 24-11115

1/19/2025

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SCALE: 1" = 100'

0 35 50 100 Feet

Photo Station 1 (PS-1): Photo taken on the west side of the site looking north showing the upland community in this portion of the site.

Photo Station 2 (PS-2): Photo of Wetland C

Photo Station 3 (PS-3): Photo of Wetland B.

Photo Station 4 (PS-4): Photo above shows the upland cut ditch (Surface Water 1) that runs between Wetland A and Wetland B.

Photo Station 5 (PS-5): Photo taken looking west into the uplands west of Wetland A on the east side of the site.

Photo Station 6 (PS-6): Photo taken along property line near wetland flag A-11 looking east into Wetland A.

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STATEWIDE ENVIRONMENTAL RESOURCE PERMIT
SUPPORT DOCUMENT

for

TOMOKA COMMERCE PARK

For Submittal to:

St. Johns River Water Management District
Palm Bay Service Center
525 Community College Parkway S.E.
Palm Bay, Florida 32909

Prepared for:

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Prepared by:

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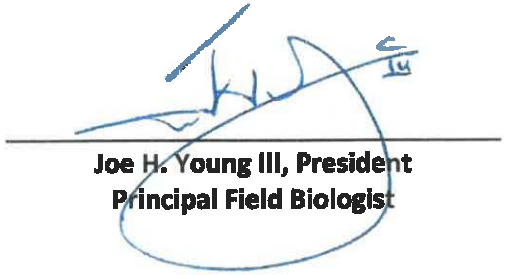
March 2025



Joe H. Young III, President
Principal Field Biologist

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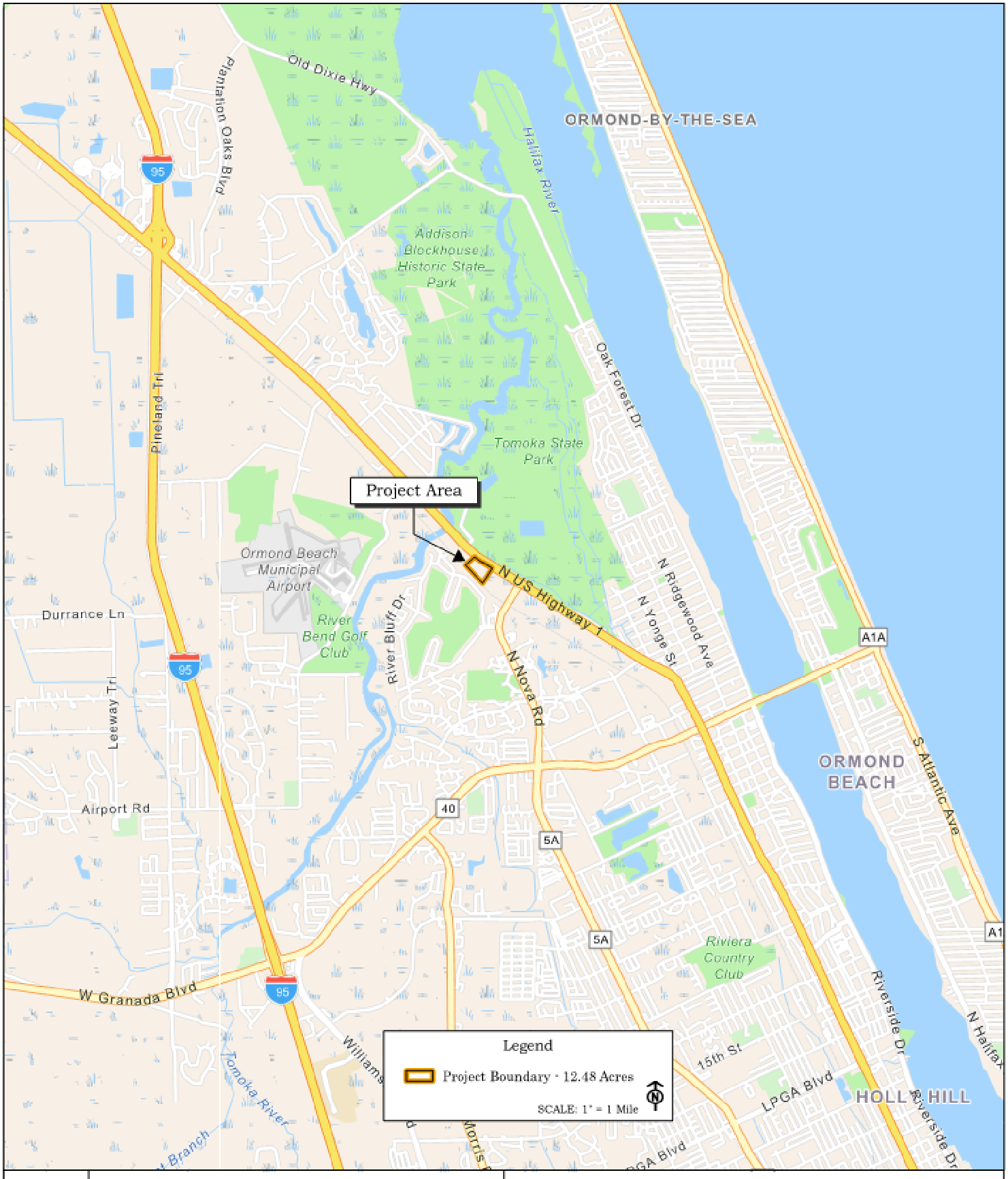
1.0 SITE LOCATION AND PROJECT DESCRIPTION

The Tomoka Commerce Park project site is in Section 39, Township 14 South, Range 32 East, in Ormond Beach, Volusia County, Florida. The project site is located along the west side of North US Highway 1, north of State Road 40, and east of Interstate 95. The proposed project is for the construction of a commercial business park, and associated parking and stormwater management. The proposed project area consists of approximately 12.48± acres. A commercial development was permitted for this site in 1999 (Gateway Business Park 40-127-0488A-ERP), and again in 2006 (Root Commerce Park 76087-2), with subsequent modifications for in 2014 (76087-3), and 2016 (76087-4) for extensions of time to complete the construction; however, the permitted projects were not constructed.

The site consists of natural wooded areas. Adjacent land use consists of North US Highway 1 to the east, the Florida East Coast Railroad to the west, undeveloped land to the south and commercial property to the north.

2.0 SITE TOPOGRAPHY

The site topography is characterized as being gently sloping with falling to the east, with elevations from the 14’ contour on the west side of the site down to the 3’ contour on the east side of the site according to Volusia County Property Appraiser LiDAR information. Plant communities were subsequently mapped and community types were classified utilizing the Florida Land Use, Cover, and Forms Cover Classification System (FLUCCS) (FDOT, 1999).



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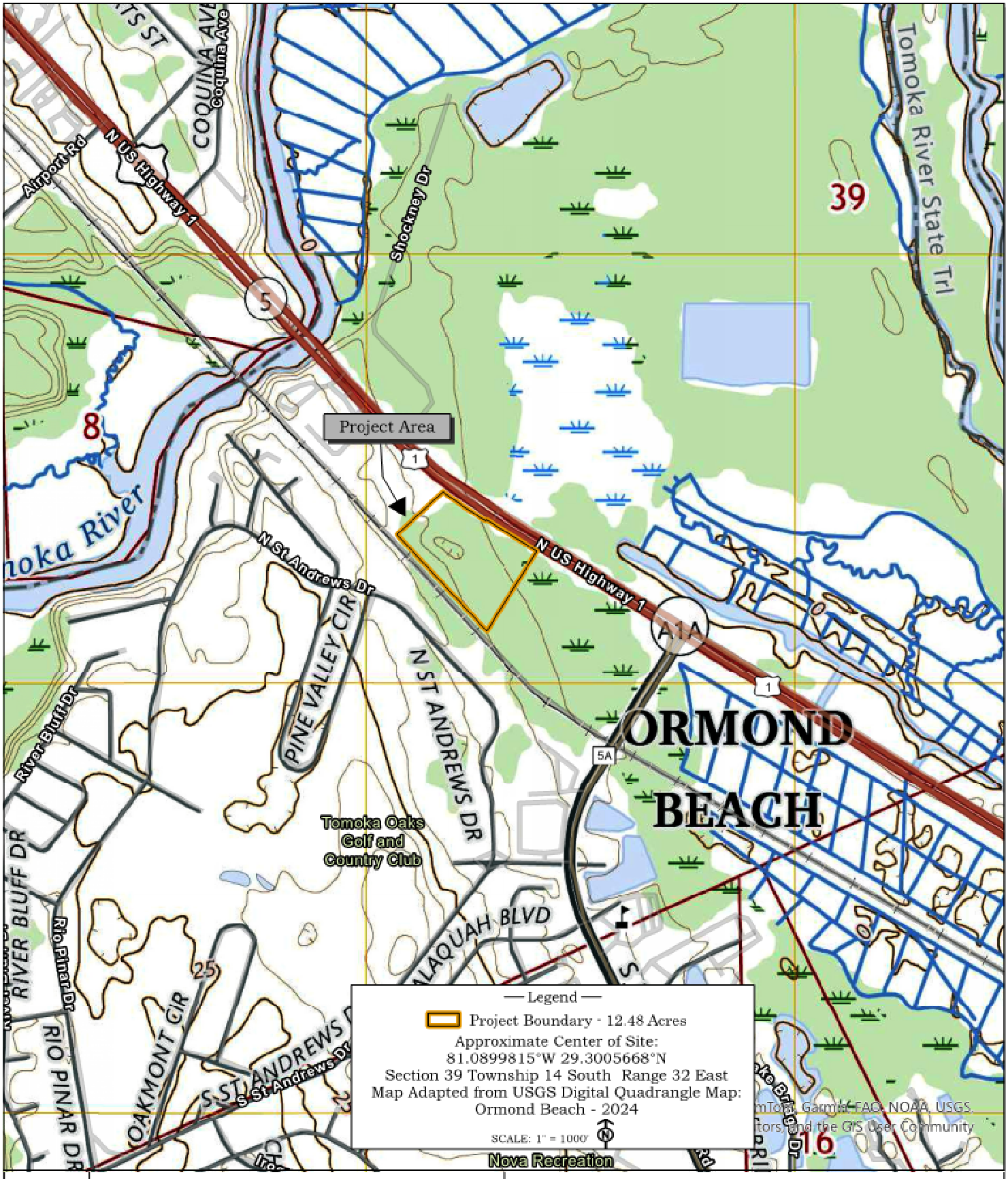
Tomoka Commerce Park

Location Exhibit

Project Number 24-11115



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Tomoka Commerce Park

Quadrangle Exhibit

Project Number 24-11115

SCALE: 1" = 100'
0 35 50 100 Feet

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Tomoka Commerce Park

Aerial Exhibit

Project 24-11115

3.0 SOIL SURVEY

The Natural Resources Conservation Service Web Soil Survey (websoilsurvey.nrcs.usda.gov) indicates that the following soil types are found in this area. Normally vegetation within these soil types indicates hydric *(wetland)* or non-hydric *(non-wetland)* characteristics.

11 Bulow Sand, 0-5% Slopes
22 Electra Fine Sand, 0-5% Slopes
69 Tuscawilla Fine Sand

The soil survey is fairly accurate in the typing of soils; however, boundaries of the soils are sometimes poorly indicative of site conditions. Please review the Soils Map for soil type boundaries and the chart below for soil type/vegetation correlation for this site. The Natural Resources Conservation Service Web Soil Survey indicated that both upland and hydric soils would be present on this site, which was confirmed during the site visit.

UPLAND SOILS	WETLAND SOILS
11 – Bulow Sand, 0-5% Slopes	69 - Tuscawilla Fine Sand
22 – Electra Fine Sand, 0-5% Slopes	

Bulow sand, 0 to 5% slopes soil (11) is characterized as gently sloping soil on low narrow sand ridges on the mainland. The ridges represent a former coastline and generally run parallel to the coast. The water table is below 72 inches. Water and air move rapidly through this soil. The soil type has a "Moderately Suited" rating for gopher tortoise burrowing. These soils are suitable and somewhat favorable for burrowing by gopher tortoise. Some restrictive features may limit the use of the site to a minor extent. Colonization and population densities may be average to above for the area if the other habitat requirements are met. **Category: Non-hydric**

Electra fine sand, 0-5% slopes soil (22) is characterized as a somewhat poorly drained, nearly level soil, typically found in slightly elevated places in flatwoods. The water table is commonly at a depth of 20 to 40 inches for about 4 months, and drops below 40 inches during drier periods. Permeability is rapid to a depth of about 35 inches, moderate between depths of 35 and 41 inches, rapid between 41 and 57 inches, moderately slow between 57 and 78 inches and rapid below. The soil type has a "Highly Suited" rating for gopher tortoise burrowing. This soil type has no restrictions for use and is favorable for burrowing by gopher tortoises. Colonization and population densities may be above average if other habitat factors are not limiting. **Category: Non-hydric**

Tuscawilla fine sand soil (69) is defined as nearly level, poorly drained soil which occurs in broad hammocks near the coast. The water table is within a depth of 10 inches for 2 to 6 months in most years. Permeability is rapid in the sandy layers and moderately slow in the loamy layers. The soil type has an "Unsuitable" rating for gopher tortoise burrowing. This soil has characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. **Category: Hydric**

Hydric soils were mapped on this site, and field review confirmed hydric soils were observed on site within the wetland. The other soil types either indicated upland characteristics, or field review verified upland species were the dominant vegetation indicating non-hydric conditions. The other wetlands that occur onsite appear to have been dug out of the upland soils on the west side of the site.

The depth to water table attribute was analyzed using the Natural Resource Conservation Service Web Soil Survey for this site (www.websoilsurvey.usda.nrcs.gov). The depth to water table is defined as the distance below grade that the saturated zone of the soil can be found within a specific soil type. The chart below lists the existing soils on site and the corresponding depth to water table.

SOILS ON SITE	DEPTH TO WATER TABLE
11 – Bulow Sand, 0-5% Slopes	>200 cm (>6’ 7”)
22 - Electra Fine Sand, 0-5% Slopes	76 cm (2’ 6”)
69 - Tuscawilla Fine Sand	8 cm (0’ 3”)

— Legend —

Project Boundary - 12.48 Acres

Number	Soil Type	Area
11	Bulow Sand, 0-5% Slopes	6.35 Acres
22	Electra Fine Sand, 0-5% Slopes	4.90 Acres
69	Tuscawilla Fine Sand	1.23 Acres

Tomoka Commerce Park

Soils Exhibit

Project 24-11115

1/19/2025

Joe H. Young III
Ecological Field Botanist
602 Magnolia Street
New Smyrna Beach, FL 32168
386-423-3492
hjoeyoung@bellsouth.net

BIOLOGICAL CONSULTING SERVICES, INC.

SCALE: 1" = 100'

0 35 50 100 Feet

4.0 FLORIDA LAND USE, COVER, AND FORMS CLASSIFICATION SYSTEM

The vegetative communities and land uses on the project site were field verified, and the site was mapped utilizing the Florida Land Use, Cover and Forms Classification System (FLUCCS, FDOT, 1999). Five (5) land use and cover types were identified in and around the project site.

425 Temperate Hardwoods
510 Streams & Waterways (ditch)
616 Inland Ponds & Sloughs
620 Wetland Coniferous Forests
630 Wetland Forested Mixed

4.1 VEGETATIVE COMMUNITIES

The vegetative communities encountered on the site with the dominant vegetative cover are listed below:

#425 – Temperate Hardwoods: This community is found over a majority of the site, and is dominated by **Slash pine** *(Pinus elliottii)* and **Live oak** *(Quercus virginiana)* in the canopy and **Saw palmetto** *(Serenoa repens)* in the understory. Other components observed within this community were **Pignut Hickory** (*Carya glabra*), **Sand Live oak** (*Quercus geminata*), **Long Leaf Pine** *(Pinus palustris),* **Cabbage palm** *(Sabal palmetto),* **Southern Magnolia** *(Magnolia grandiflora),* **Southern Red Cedar** *(Juniperus silicicola),* **Yaupon holly** *(Ilex vomitoria),* **Staggerbush** *(Lyonia ferruginea),* **Coontie** *(Zamia spp.),* and **Wild Olive** *(Cartrema floridanum).*

#510 – Streams and Waterways: This classification is for the upland cut ditch that occurs on site connecting Wetland B to Wetland A. This ditch has very minimal vegetation, and intermittently connects System B to System A during heavy storm events. In addition, there is a tree growing in the middle of the ditch that blocks the flow to Wetland A from Wetland B. This area has been classified as a surface water.

#616 – Inland Ponds and Sloughs: This classification is for the small isolated pond (Wetland C) that occurs in the west portion of the site. It appears that the pond was man-made historically. The pond occurs in an area of the site mapped with non-hydric soils. The pond contains minimal vegetation.

#620 - Wetland Coniferous Forests: This community is found in a small isolated system (Wetland B) near the west side of the site and consists of 0.44 acres. This wetland is an area that was a man-made borrow pit. The community is dominated by **Slash pine** *(Pinus elliotti)*, in the canopy, **Red maple** *(Acer rubrum)* in the subcanopy, and **Cabbage palm** in the understory.

#630 - Wetland Forested Mixed: This community is found on the east side of the site (Wetland A) and consists of 1.02 acres. The community is dominated by a mix of wetland hardwoods in the canopy and **Cabbage palm** in the understory. Other components observed within this community were **Slash pine** (*Pinus elliottii*), **Southern Magnolia** (*Magnolia grandiflora*), **Live Oak** *(Quercus virginiana),* **Tupelo** *(Nyssa sylvatica),* **Red maple** *(Acer rubrum),* **Southern Red Cedar** *(Juniperus silicicola),* **Wax myrtle** *(Myrica cerifera),* **Dahoon holly** *(Ilex cassine),* **Cinnamon fern** *(Osmunda cinnamomea),* **Chain fern** *(Woodwardia virginica),* **Royal fern** *(Osmunda regalis)* and **Jack-in-the-pulpit** *(Arisaema triphyllum).*

Number	FLUCCS Type	Area
425	Temperate Hardwoods	10.908 Acres
510	Streams & Waterways (Ditch)	0.088 Acres
616	Inland Ponds & Sloughs	0.0269 Acres
620	Wetland Coniferous Forests	0.4406 Acres
630	Wetland Forested Mixed	1.0169 Acres

Tomoka Commerce Park

FLUCCS Exhibit

Project 24-11115

1/19/2025

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bioconsultsouth.net

BIOLOGICAL CONSULTING SERVICES, INC.

SCALE: 1" = 100'

0 35 50 100 Feet

5.0 WETLAND AND SURFACE WATERS DESCRIPTION

The wetlands on site consist of three wetland systems. **Wetland Area A** (1.017 acres; 44,296 sq. ft.) is a Wetland Forested Mixed community (#630), located on the east side of the site, and continues off-site to the east. **Wetland Area B** (0.44 acres; 19,193 sq. ft.) is an isolated Wetland Coniferous Forest community (#620), on the west side of the site. **Wetland C** (0.03 acres; 1,172 sq. ft.) is an isolated Inland Pond and Slough community (#616), located on the west side of the site. Both Wetland Areas B and C appear to have been man-made depressions (possibly a borrow pit), with System B having somewhat revegetated over the years. The total area of wetlands on site is 1.484 acres (64,661 sq. ft.).

There is one area of surface waters on site, **Surface Water 1** (0.088 acres; 3,833 sq. ft.). This small upland cut ditch intermittently connects System B to System A during heavy storm events. The total area of surface waters on site is 0.088 acres (3,833 sq. ft.).

The wetlands and surface waters were initially reviewed and approved by SJRWMD staff in 1998 and a formal wetland determination issued in October 1998 (74948-1). The determination has been kept valid through the formal wetland determination reauthorization process. The most recent site inspection was conducted with SJRWMD representative Justin Dahl on January 23, 2025, to verify the site conditions had not changed (SJRWMD File 74948-7). The Tomoka Commerce Park project site is located within the Halifax River Drainage Basin (Basin 17).

5.1 WETLANDS AND SURFACE WATER SYSTEMS CHART

The wetlands and surface waters on site are identified as:

Wetland Area A		
1.017 acres (44,296 sq. ft.)	#630	Wetland Forested Mixed
Wetland Area B		
0.441 acres (19,193 sq. ft.)	#620	Wetland Coniferous Forests
Wetland Area C		
0.027 acres (1,172 sq. ft.)	#616	Inland Ponds & Sloughs
Surface Water 1		
0.088 acres (3,833 sq. ft.)	#510	Streams & Waterways

Total wetlands in project area: 1.484 acres (64,661 sq. ft.)
Total surface waters in project area: 0.088 acres (3,833 sq. ft.)

Tomoka Commerce Park

Wetlands and Surface Waters Exhibit

Project 24-11115

3/11/2025

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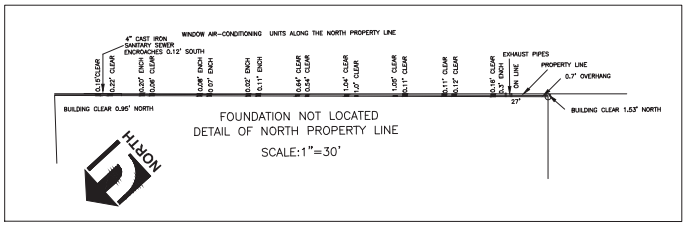
BIOLOGICAL CONSULTING SERVICES, INC.

SCALE: 1" = 100'

0 25 50 100
Feet

Exhibit prepared using AutoCAD files provided by Parker Mynchenberg & Associates, Inc.



LINE TABLE WETLAND A

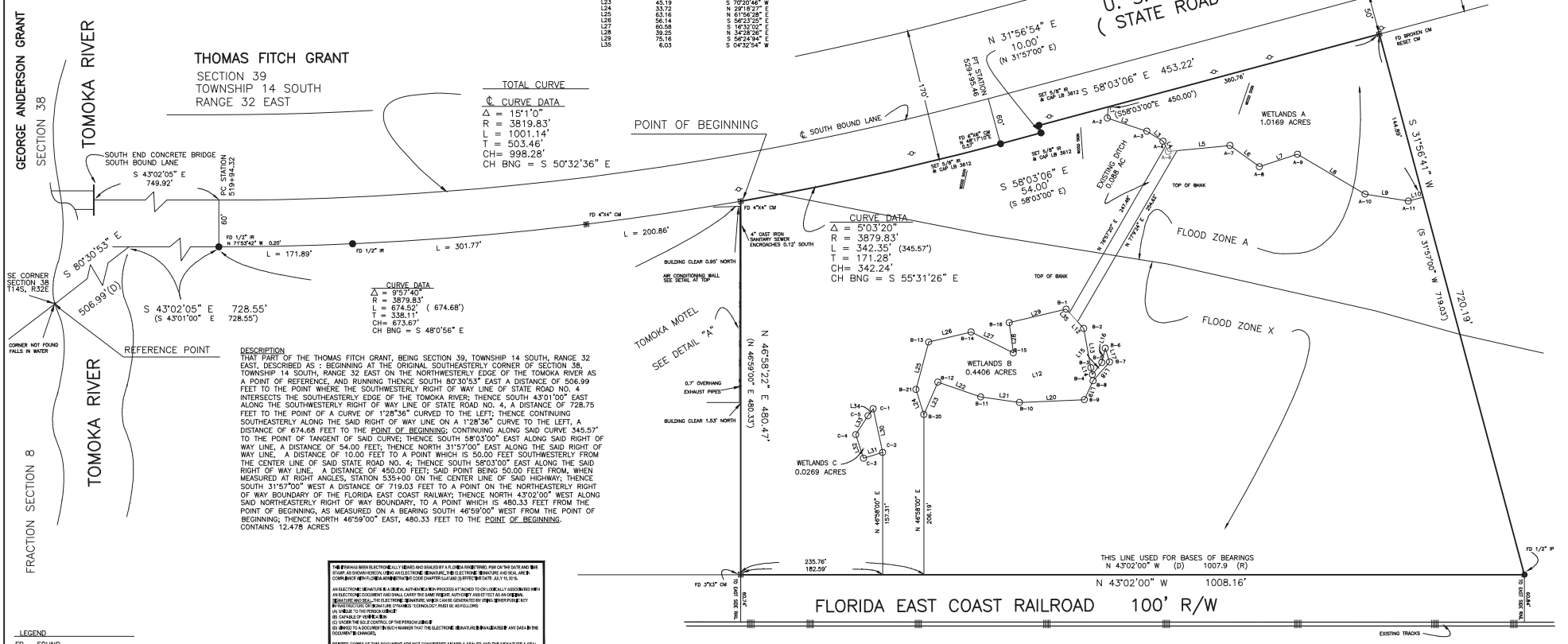
LINE NO.	DISTANCE	BEARING
L1	14.69	S 52°30'00" W
L2	53.63	S 24°45'00" E
L3	24.40	S 11°59'30" E
L4	7.03	S 20°06'50" W
L5	68.33	S 48°37'25" E
L6	46.75	S 07°04'49" E
L7	51.69	S 06°03'00" E
L8	100.77	S 12°30'50" E
L9	56.42	S 33°58'28" E
L10	19.54	S 58°03'19" E

LINE TABLE WETLAND C

LINE NO.	DISTANCE	BEARING
L30	57.34	S 34°40'25" W
L31	25.78	N 59°57'10" W
L32	32.00	N 29°03'50" E
L33	29.20	N 79°47'15" E
L34	10.71	N 84°06'25" E

LINE TABLE WETLAND B

LINE	TABLE	WETLAND B
L12	11.71	S 04°32'54" W
L13	51.36	S 36°31'01" W
L14	9.10	S 35°05'00" W
L15	19.70	N 89°58'00" E
L16	18.90	N 60°30'00" E
L17	18.60	S 29°45'28" W
L18	31.99	S 88°05'30" W
L19	26.83	S 71°58'40" W
L20	83.44	N 46°29'50" W
L21	50.55	N 35°00'30" W
L22	58.17	N 23°58'30" W
L23	45.19	S 70°20'46" W
L24	33.72	N 29°18'27" E
L25	63.16	N 61°56'28" E
L26	56.14	S 56°23'25" E
L27	60.58	S 16°32'02" E
L28	39.25	N 34°28'26" E
L29	75.16	S 56°24'44" E
L35	6.03	S 04°32'54" W



DESCRIPTION

THAT PART OF THE THOMAS FITCH GRANT, BEING SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, DESCRIBED AS : BEGINNING AT THE ORIGINAL SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER AS A POINT OF REFERENCE, AND RUNNING THENCE SOUTH 80°30'53" EAST A DISTANCE OF 506.99 FEET TO THE POINT WHERE THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 4 INTERSECTS THE SOUTHEASTERLY EDGE OF THE TOMOKA RIVER; THENCE SOUTH 43°01'00" EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 4, A DISTANCE OF 728.75 FEET TO THE POINT OF A CURVE OF 1°28'36" CURVED TO THE LEFT; THENCE CONTINUING SOUTHEASTERLY ALONG THE SAID RIGHT OF WAY LINE ON A 1°28'36" CURVE TO THE LEFT, A DISTANCE OF 674.68 FEET TO THE POINT OF BEGINNING; CONTINUING ALONG SAID CURVE 345.57' TO THE POINT OF TANGENT OF SAID CURVE; THENCE SOUTH 58°03'00" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 54.00 FEET; THENCE NORTH 31°57'00" EAST ALONG THE SAID RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO A POINT WHICH IS 50.00 FEET SOUTHWESTERLY FROM THE CENTER LINE OF SAID STATE ROAD NO. 4; THENCE SOUTH 58°03'00" EAST ALONG THE SAID RIGHT OF WAY LINE, A DISTANCE OF 450.00 FEET; SAID POINT BEING 50.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES, STATION 535+00 ON THE CENTER LINE OF SAID HIGHWAY; THENCE SOUTH 31°57'00" WEST A DISTANCE OF 719.03 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY BOUNDARY OF THE FLORIDA EAST COAST RAILWAY; THENCE NORTH 43°02'00" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY BOUNDARY, TO A POINT WHICH IS 480.33 FEET FROM THE POINT OF BEGINNING, AS MEASURED ON A BEARING SOUTH 46°59'00" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 46°59'00" EAST, 480.33 FEET TO THE POINT OF BEGINNING.
CONTAINS 12.476 ACRES

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY A FLORIDA REGISTERED PSM ON THE DATE AND TIME STAMP, AS SHOWN HEREON, USING AN ELECTRONIC SIGNATURE. THE ELECTRONIC SIGNATURE AND SEAL ARE IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17.062 (3), EFFECTIVE DATE: JULY 15, 2018.

AN ELECTRONIC SIGNATURE IS A LEGAL AUTHENTICATION PROCESS ATTACHED TO OR LOGICALLY ASSOCIATED WITH AN ELECTRONIC DOCUMENT AND SHALL CARRY THE SAME WEIGHT, AUTHORITY AND EFFECT AS AN ORIGINAL SIGNATURE AND SEAL. THE ELECTRONIC SIGNATURE, WHICH CAN BE GENERATED BY USING EITHER PUBLIC KEY INFRASTRUCTURE OR SIGNATURE DYNAMICS TECHNOLOGY, MUST BE: (A) ULTRA
(B) CAPABLE OF VERIFICATION
(C) UNDER THE SOLE CONTROL OF THE PERSON USING IT
(D) LINKED TO A DOCUMENT IN SUCH MANNER THAT THE ELECTRONIC SIGNATURE IS INVALIDATED IF ANY DATA IN THE DOCUMENT IS CHANGED.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

LEGEND

FD.....FOUND
● IR... IRON ROD
✪ IP... IRON PIPE
○ INDICATES WETLANDS FLAG (TYPICAL)
LS.....LICENSED SURVEYOR
LB.....LICENSED BUSINESS
Δ ....DELTA OR CENTRAL ANGLE
R.....RADIUS CH BNG...CHORD BEARING
L.....LENGTH CH... CHORD
T.....TANGENT PC.....POINT OF CURVE
R/W.....RIGHT OF WAY
℄ CENTER LINE
PT... POINT OF TANGENCY
-o- WOOD POWER POLE
(R)....RECORD (D) DESCRIPTION
SJRWMD ..... ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AC ..... ACRES

GENERAL NOTES:

1.) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNER-SHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.

2.) BEARING STRUCTURE BASED ON DESCRIPTION (N43°02'00" W) ALONG THE WEST LINE OF SUBJECT PROPERTY.

3.) LEGAL DESCRIPTION PROVIDED BY CLIENT

4.) DESCRIPTION DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.

5.) WETLANDS MARKED BY JOHN PALMER OF BIOLOGICAL CONSULTING SERVICES, INC 6/09/98 WETLANDS JURISDICTION LINE REVIEWED AND APPROVED BY SJRWMD REPRESENTATIVES,

6.) LANCE HART AND DAR GUAM CHENG ON JULY 16, 1998 THIS SPECIAL PURPOSE SURVEY WAS DONE TO SHOW CHANGES IN THE WETLANDS SEE UPHAM FILE #29-65B FOR BOUNDARY SURVEY DATED: 1/26/96 SIGNED BY: A. E. RICE AND UPHAM FILE 29-72 DATED 4/06/2006

7.) FEMA FLOOD PLANE CERTIFICATION ACCORDING TO THE F.I.R.M./ MAP, COMMUNUNITY NAME ORMOND BEACH, NUMBER 125136, COMMUNITY-PANEL NUMBER; 12127C0212 K, DATED : 09/29/2019 THE PROPERTY IS IN FLOOD ZONE X.

WETLANDS LIMITS WERE REVIEWED AND APPROVED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REPRESENTATIVES, KATE GRONINGER AND KIMBERLY EISELE, ON OCTOBER 28, 2019, FOR A REAUTHORIZATION OF THE FORMAL WETLAND DETERMINATION
(NO FIELD WORK PREFORMED BY THE UNDERSIGNED AT THE TIME OF THIS REVIEW)

SITE INSPECTION FOR FORMAL WETLANDS DETERMINATION REAUTHORIZATION BY SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT REPRESENTATIVES ELOIS LINDSEY AND NANETTE CHURCH ON AUGUST 8, 2014." (NOTE: THIS SURVEY HAS NOT BEEN UPDATED NOR ANY FIELD WORK PREFORMED BY THE UNDERSIGNED)

THE WETLANDS LINE AND SITE CONDITIONS HAVE BEEN REVIEWED AND APPROVED BY SJRWMD REPRESENTATIVE, MAD RISCHAR, ON MAY 12, 2009, FOR REAUTHORIZATION OF EXISTING FWD#16-127-74948-3 (NOTE: THIS SURVEY HAS NOT BEEN UPDATED NOR ANY FIELD WORK PREFORMED BY THE UNDERSIGNED)

WETLANDS LIMITS WERE REVIEWED AND APPROVED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REPRESENTATIVE JUSTIN DAHL ON 1/23/2025 FOR A REAUTHORIZATION OF THE FORMAL WETLAND DETERMINATION (NOTE: THIS SURVEY HAS NOT BEEN UPDATED NOR ANY FIELD WORK PREFORMED BY THE UNDERSIGNED)

THIS SPECIAL PURPOSE SURVEY WAS DONE TO SHOW THE REVIEW OF WETLAND ONLY, BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

REVISIONS:
WETLANDS REMARKED AS SHOWN..... 6/18/98
BOUNDARY UPDATED 4/04/06
REVISED WETLAND TABLES 06/22/09
REVISED WETLAND NOTES AND FLOOD ZONE 08/11/2014
REVISED WETLAND NOTES AND FLOOD ZONE 11/04/2019
REVISED WETLAND NOTES AND FLOOD ZONE 02/07/2025

WO#
191101
140804
090503
060133
980306
960013

THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472, FLORIDA STATUTES.

Clyde O Van Kleeck Jr. Digitally signed by Clyde O Van Kleeck Jr. Date: 2025.03.05 08:53:32 -05'00' 02/17/2025
C. O. VAN KLEECK, JR.
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER

TYPE OF SURVEY: SPECIAL PURPOSE

UPHAM INC
CIVIL ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE
265 Kentworth Avenue Ormond Beach, Florida 32174
Voice 386.672.8515 - Fax 386.673.6554 - upham.com
LB # 0003612 LC # 0000357

890 N US HWY #1
ORMOND BEACH, FL 32174
TAX ID: 3242-00-00-0280

PSM NO. 6149 L.B. 3612

OFFICE WORK BY : JDM DATE:MM/DD/YY 6/19/98
FIELD WORK BY: RN, WSH DATE: MM/DD/YY 01/25/96
SCALE: 1"=60'
DRAWING FILE NAME: 29-67D-2019.DWG DISK ID: server
FILE: 29-67D

6.0 WETLAND AND SURFACE WATER IMPACTS

A total of 0.468 acres (20,365 sq. ft.) of direct wetland impacts will occur from the development of the Tomoka Commerce Park. Wetland Area B will have one (1) area of direct impact, **Wetland Impact Area B** (0.441 acres; 19,193 sq. ft.) from the construction of a retention area, buildings, and associated parking. Wetland B is only intermittently connected to Wetland A via an upland cut ditch (Surface Water 1). This same wetland was proposed to be impacted for the Root Commerce Park (76087-2 in 2006, 76087-3 in 2014 and 76087-4 in 2016) and it was determined that the wetland was hydraulically isolated from the ditch owning the infrequent discharges, had no remarkable ecological value, and mitigation was not required to off-set the direct impact to the wetland. Wetland C will have one (1) area of direct impact, **Wetland Impact Area C** (0.027 acres; 1,172 sq. ft.) for the construction of a building and associated parking. Wetland C is less than 0.5 acres in size and isolated within the landscape, therefore mitigation will not be required to off-set the direct wetland impact to the wetland.

A total of 0.079 acres (3,442 sq. ft.) of surface water impacts will occur from the development of the Tomoka Commerce Park. Surface Water 1 will have one (1) area of impact, **Surface Water Impact Area 1** (0.079 acres; 3,422 sq. ft.) from the construction of an interior roadway, dry retention area, buildings, and associated parking. No mitigation is proposed for the surface water impact.

A total of 0.468 acres (20,365 sq. ft.) of direct wetland impacts, and 0.079 acres (3,442 sq. ft.) of surface water impacts will result from the proposed development of the Tomoka Commerce Park. No mitigation is proposed for the direct wetland or surface water impacts.

6.1 WETLAND AND SURFACE WATER IMPACTS CHART

The wetland and surface water impacts are identified as:

Wetland Area A	
No impacts to this wetland	0.000 acres (0 sq. ft.)
Wetland Area B (isolated less than 0.5 ac)	
Wetland Impact B	0.441 acres (19,193 sq. ft.)
Wetland Area C (isolated less than 0.5 ac)	
Wetland Impact C	0.027 acres (1,172 sq. ft.)
Surface Water 1	
Surface Water Impact 1	0.079 acres (3,422 sq. ft.)
Total Direct Wetland Impacts:	0.468 acres (20,365 sq. ft.)
Total Direct Impacts Requiring Mitigation:	0.0 acres
Total Surface Water Impacts:	0.079 acres (3,422 sq. ft.)
Total Direct Wetland and Surface Water Impacts Requiring Mitigation:	**0.0 acres (0 sq. ft.)**

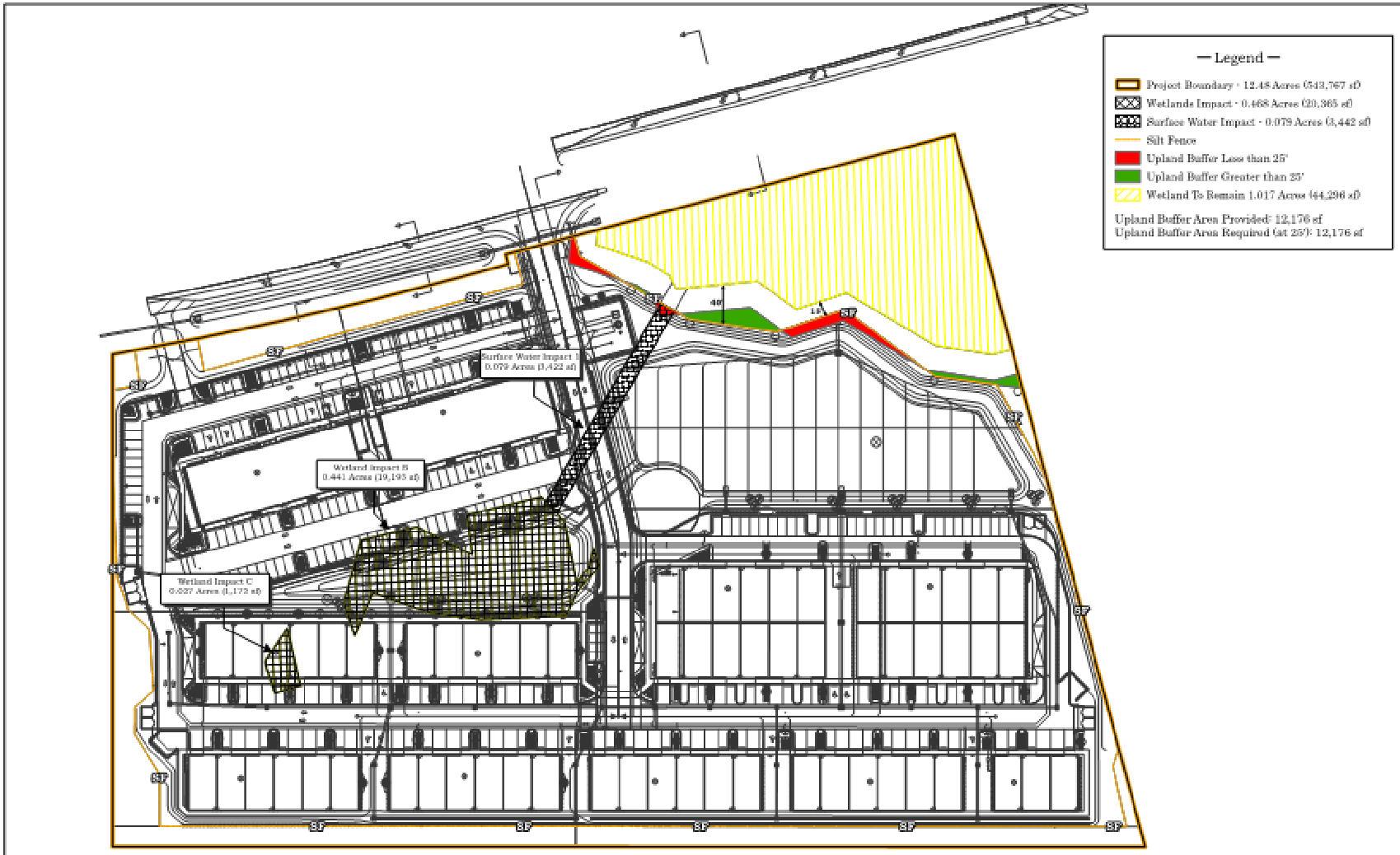


Exhibit prepared using AutoCAD files provided by Parker Mynchenberg & Associates, Inc.

Tomoka Commerce Park

Wetlands & Surface Waters Impact Exhibit

Project 24-11115

3/11/2025

Joe H. Young III
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bcos@bellsouth.net

BIOLOGICAL CONSULTING SERVICES, INC.

SCALE: 1" = 100'

0 25 50 100
Feet

7.0 MITIGATION PLAN

No mitigation is proposed to offset the 0.468 acres (20,365 sq. ft.) of direct wetland impacts. Wetland B and Wetland C are both isolated wetlands and less than 0.5 acres in size.

Impacts to Wetland A will be avoided. An upland buffer with a minimum width of 15’ and an average width of 25’ will be provided to protect the remaining wetland on site. Silt fencing will also be installed prior to construction to maintain the integrity of the wetland protection area throughout the construction process. The minimum 25’ of buffer and silt fencing will offer a significant level of protection to the remaining wetlands on site.

As an extra layer of protection, preservation area signage has been proposed at 100’ intervals along the upland buffer edge adjacent to the development. The signage will notify both workers, owners, and visitors to the property of the boundary limits of the protection area. The Wetland Protection Exhibit included in this report shows the proposed locations of the signs and detail of the proposed sign.

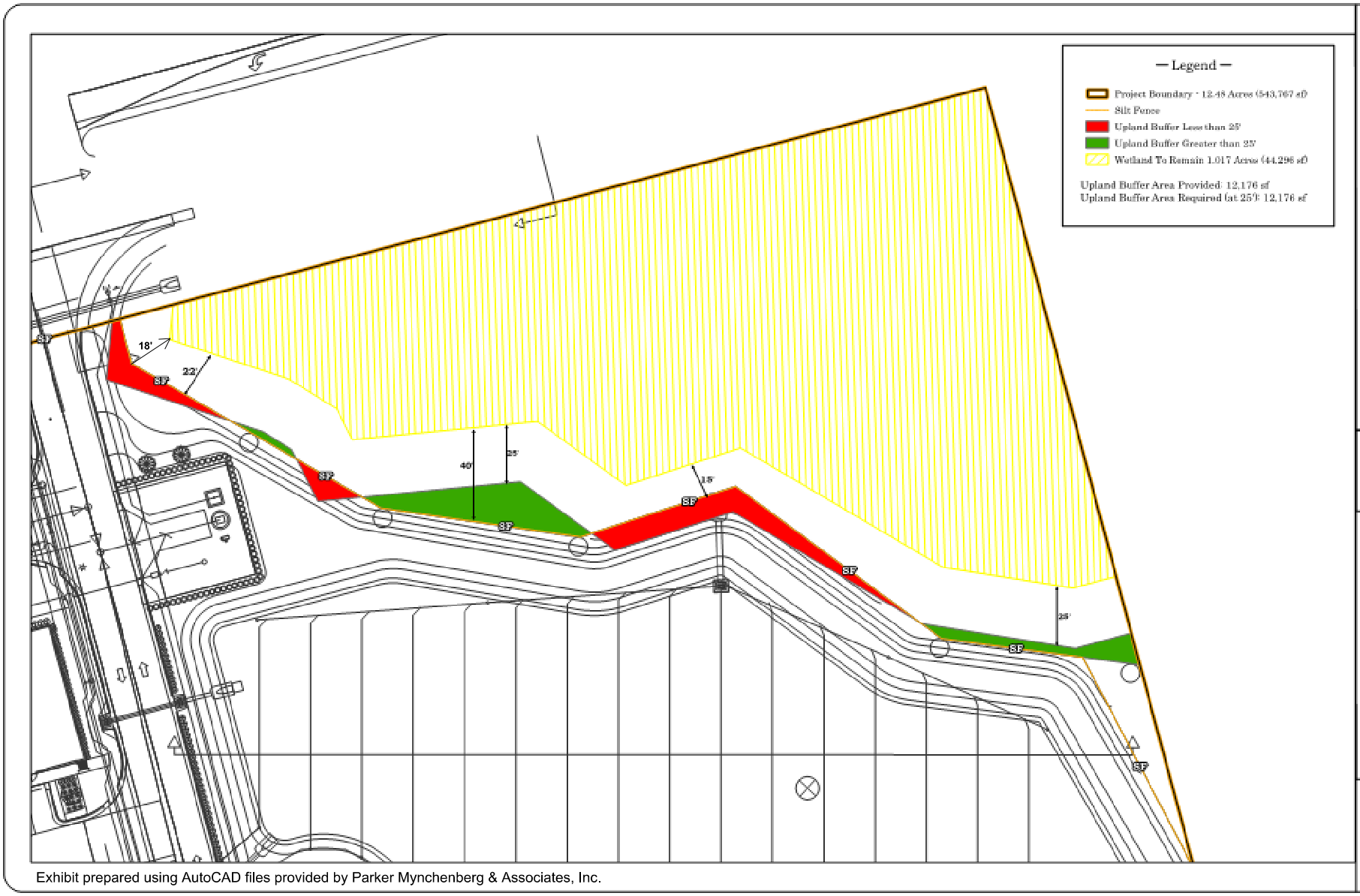

Exhibit prepared using AutoCAD files provided by Parker Mynchenberg & Associates, Inc.

Tomoka Commerce Park

Upland Buffer Detail Exhibit

Project 24-11115

3/11/2025

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386-423-1402
joeyoung@earthlink.net

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SCALE: 1" = 40'

0 10 20 40 Feet

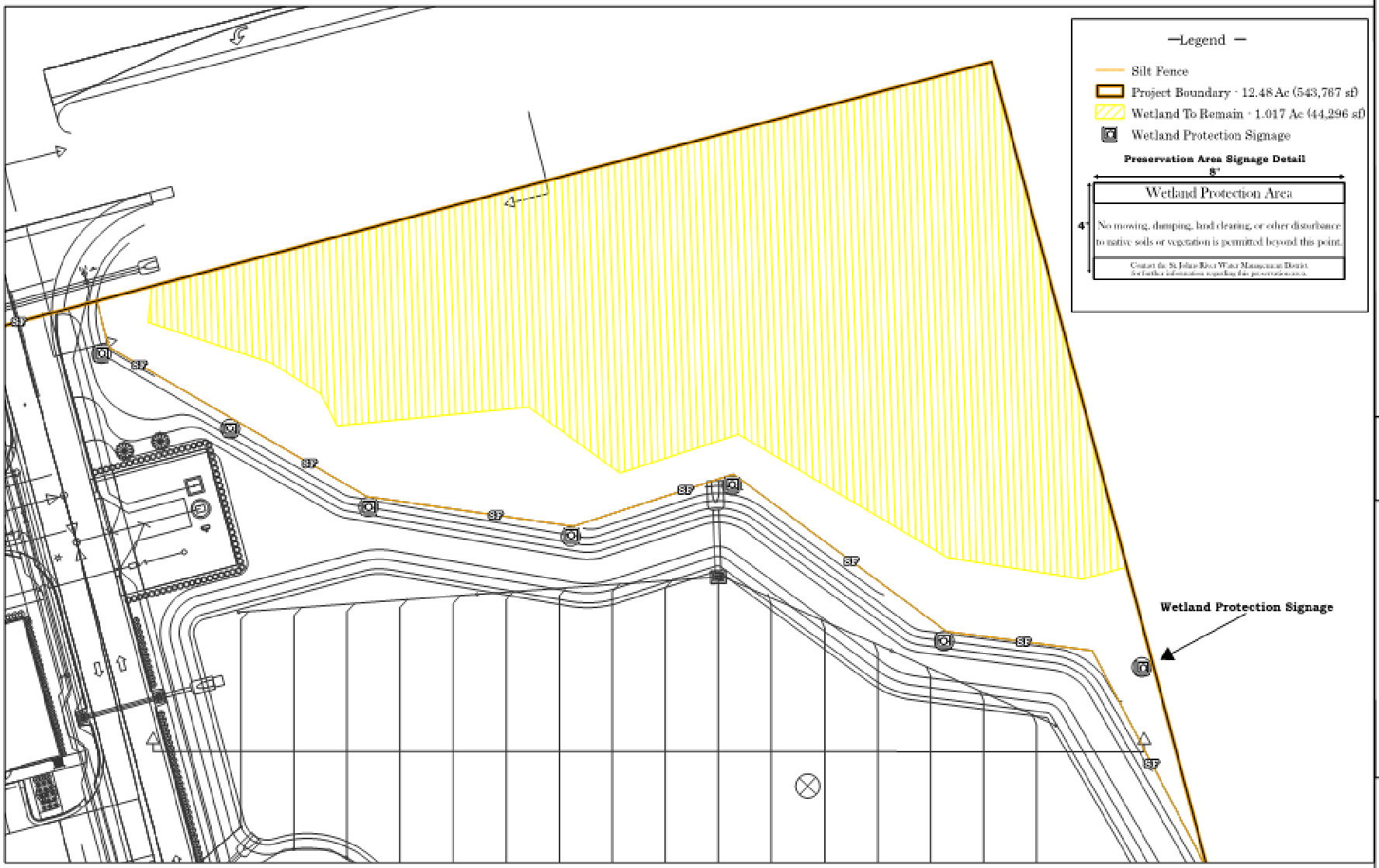

Exhibit prepared using AutoCAD files provided by Parker Mynchenberg & Associates, Inc.

Tomoka Commerce Park

Wetland Protection Exhibit

Project 24-11115

3/11/2025

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Estuarine Field Biologist
6953 Magnolia Street
New Smyrna Beach, FL 32168
386-423-0102
hoosierbiologist.net

BIOLOGICAL CONSULTING SERVICES, INC.

SCALE: 1" = 40'

0 10 20 40 Feet

APPENDIX A

PHOTO STATION MAP

PHOTOGRAPHS

TECHNICAL STAFF REPORT 76087-2

FORMAL WETLAND DETERMINATION 76087-7

Tomoka Commerce Park

Photo Station Exhibit

Project 24-11115

1/19/2025

Joe H. Young III
Ecologist, Field Botanist
602 Magnolia Street
New Smyrna Beach, FL 32168
386-423-3492
hjoeyoung@bellsouth.net

BIOLOGICAL CONSULTING SERVICES, INC.

SCALE: 1" = 100'

0 35 50 100 Feet

Photo Station 1 (PS-1): Photo taken on the west side of the site looking north showing the upland community in this portion of the site.

Photo Station 2 (PS-2): Photo of Wetland C

Photo Station 3 (PS-3): Photo of Wetland B.

Photo Station 4 (PS-4): Photo above shows the upland cut ditch (Surface Water 1) that runs between Wetland A and Wetland B.

Photo Station 5 (PS-5): Photo taken looking west into the uplands west of Wetland A on the east side of the site.

Photo Station 6 (PS-6): Photo taken along property line near wetland flag A-11 looking east into Wetland A.

STANDARD ENVIRONMENTAL RESOURCE PERMIT
TECHNICAL STAFF REPORT
October 16, 2006
APPLICATION #: 40-127-76087-2

DATE RECEIVED:	DATE COMPLETED:	21ST DAY:	28TH DAY:
May 26, 2006	September 26, 2006	October 17, 2006	October 24, 2006

Applicant: Root Real Estate Corp.
C/O Ronal E. Nowviskie
275 Clyde Morris Boulevard
Ormond Beach, FL 32174
(386) 671-4903

Agent: Parker Mynchenberg & Associates, Inc.
C/O Parker Mychenberg, P.E.
1729 Ridgewood Avenue
Holly Hill, FL 32117
(386) 677-6891

Project Name: Root Commerce Park
Project Acreage: 12.478
Planning Unit: 9A
Special Basin Criteria: Tomoka River
Receiving Water Body: Tomoka River **Class:** III Fresh, OFW.
County: Volusia
Correct Fee Submitted: Yes **Amount Received:** $1,000.00

Authority: 40C-4.041(2)(b)3, 40C-4.041(2)(b)6, 40C-4.041(2)(b)8

Type of Treatment: Retention
Type of Development: Commercial
Type of System: N/A
Final O&M Entity: Property Owner - Root Real Estate Corp.
Pre/Post Peak Rate Attenuation Provided: Yes
Pre/Post Volume Attenuation Provided: N/A
Mean Annual Storm Attenuation Provided: Yes
Recovery of Water Quality Vol. Within Req. Time: Yes
Recovery of Peak Attenuation Vol. Within Req. Time: N/A
Interested Parties: No
Objectors: No

Authorization Statement

A Permit Authorizing:

Construction of a surface water management system to be known as Root Commerce Park, a 12.48-acre commercial / office complex.

Staff Comments:

The project site is located along the west side of U.S. Highway #1 (a.k.a. S.R. #5) and just east from the Florida East Coast Railroad; approximately 2.5-miles southeast from the intersection of Interstate 95 and U.S. Highway #1; approximately 2-miles northwest from the intersection of U.S. Highway #1 and S.R. 40, in the City of Ormond Beach, in east Volusia County. The project is located within the Tomoka River Hydrologic Basin and within the Most Effective Recharge Area. The project is not located within the basin's Riparian Habitat Protection Zone.

The site was authorized for construction in July 1999 as Gateway Business Park by Environmental Resource Permit (ERP) #40-127-0488. That ERP expired in July 2004 before any site construction commenced. The present application occupies the identical project area and conforms equivalently to the 1999 ERP.

In the pre-development condition, the site consists of uplands with one small western wetland system connected by an on-site ditch to a larger eastern wetland system that extends off the site. Stormwater runoff sheetflows into the wetlands and ditch with ultimate discharge into the Tomoka River, an Outstanding Florida Water (OFW).

In the post-development condition, the applicant proposes to construct a surface water management system to be known as Root Commerce Park. The 12.48-acre commercial / office complex consists of five (5) office/warehouse buildings with an associated exit/entrance drive, parking areas, sidewalks and two dry-bottom retention ponds; a western dry-bottom retention pond and an eastern dry-bottom retention pond. Storm water runoff from the site will be conveyed to the two dry-bottom retention ponds by inlets connected to piped conveyance systems. The applicant proposes to fill the smaller western wetland system and the existing on-site ditch that conveys runoff from the smaller western wetland system to the larger eastern wetland system. Runoff from the western dry-bottom retention pond will discharge into the eastern dry-bottom retention pond via a piped conveyance system. The eastern dry-bottom retention pond will discharge, via an outfall weir discharge structure, into the larger eastern wetland system that extends off the site. Ultimate discharge is into the Tomoka River, an Outstanding Florida Water (OFW).

The project is located within the Tomoka River Hydrologic Basin Most Effective Recharge Area. In order not to reduce recharge, the applicant has demonstrated that the proposed surface water management system will retain more than 3-inches of runoff from the directly connected impervious area within the project limits and thus the system, as proposed, will satisfy the recharge criteria pursuant to Section 11.5.1, MSSW A.H.

The northeastern portion of the project site is located within the 100-year flood plain of the Tomoka River. The applicant has provided reasonable assurances that the project, as proposed, will not encroach into the 100-year flood plain of the Tomoka River. All portions of the site that are located within the 100-year flood plain of the Tomoka River are proposed to be placed within a conservation easement with no net reduction in the floodplain storage. Therefore, any adverse impacts to the surrounding properties are not anticipated. The project is consistent with the conditions for issuance of permits, pursuant to Subsection 40C-41.063(6), F.A.C.

The applicant has submitted a design and calculations demonstrating that the proposed surface water management system will provide post-development peak rate of discharge attenuation for the mean annual storm event and for the 25-year, 24-hour storm event, pursuant to District criteria set forth in Chapters 40C-4 and 40C-42, F.A.C. and Section 10.3, MSSW A.H., prior to discharging into the Tomoka River, an Outstanding Florida Water (OFW).

The applicant has submitted calculations demonstrating that the proposed surface water management system will provide treatment and recovery of the required pollution abatement volume pursuant to Chapter 40C-42, F.A.C. The system is designed in accordance with requirements for discharges to the Tomoka River, an OFW.

Site Description:
Most of the site is comprised of live-oak forest uplands that slope down to a mesic mixed-hardwood forest. Three wetlands and a ditch (1.5 ac total) occur onsite:

- hardwood swamp (1.0 ac). This intact wetland had a thick canopy of *Sabal palmetto* and diverse hardwoods (*Acer rubrum, Celtis laevigata, Ilex cassine, Quercus laurifolia, Ulmus sp., Salix caroliniana*). The swamp enjoyed a stable hydroperiod as suggested by deep muck, uniform hummocks, and scant upland/disturbance spp. The swamp retained moderately high habitat values although it was diminished its isolation owing to US 1 and FEC railroad construction. The swamp remained connected to some large undeveloped tracts and was big enough to maintain populations of smaller animals (esp. aquatic macroinvertebrates, amphibians, snakes, passerine birds, et al.).

- mixed-swamp depression (0.4 ac). This tiny sink is isolated but could connect to off-site water during unusual storm events via a ditch (0.1 ac). (For the purposes of this ERP, the sink was considered to be hydraulically isolated from the ditch owing to infrequent discharges.) Young *Acer rubrum,* old *Pinus elliotti,* and *Sabal palmetto* formed a moderately thick canopy. This small body had no remarkable ecological value.

- isolated pond (0.1 ac). This tiny body was dug by a previous landowner. It is steep-sided, nonvegetated, and had no obvious ecological value. The pond is perennially pooled.

Wetland limits were established by Formal Wetland Determination (FWD) #16-127-74948-1 following a July 16, 1998, site review by D.G. Cheng and L.D. Hart. That FWD was renewed as #16-127-74948-3 on June 28, 2004.

Impacts:
The applicant proposes to fill the on-site ditch (0.1 acre), the borrow pond (0.1 acre), and the entire isolated wetland (0.4 acre) to expand uplands available for construction. None of these impacts can be considered “adverse” because:

- Pursuant to Section 12.2.2.2, A.H., the impacts to the ditch are not required to comply with the criteria of subsections 12.2.2 - 12.2.2.3, 12.2.3 -12.2.3.7, 12.2.5 - 12.3.8, A.H. because the ditch does not provide significant habitat for listed species.

- Impacts proposed to the isolated wetlands smaller than 0.5 acre are not considered to be adverse because these wetlands provide minimal habitat value to wetland-dependent wildlife (as defined by 12.2.2.1 (a, b, c, d), A.H.). Consequently, these impacts are not required to comply with the environmental review criteria in Section 12.2.2 - 12.2.3.7, 12.2.5 - 12.3.8, A.H. or to meet impact-reduction analysis, pursuant to Section 12.2.1, A.H

No mitigation is needed for these impacts and they are not discussed further in this report.

The applicant will also dredge <0.1 ac (ca. 400 ft^2) of a hardwood swamp in the southeast property to construct a discharge structure for the surface water management system. The tiny impact will diminish habitat quality of the swamp to some extent by opening up a zone within the swamp that is otherwise well shaded. Disturbance species may thus be introduced to the swamp interior via the discharge swale.

Secondary impacts: (Secondary impact items are addressed below according to their corresponding 12.2.7, A.H., subsection.)

a.) The upland perimeters of the project wetlands will be preserved and are sufficiently sized that these buffers could be considered to preclude secondary impacts as allowed by Section 12.2.7 (a). Negligible secondary impacts will occur when the small trench is dug to drain the surface water management system at the edge of the hardwood swamp. The mitigation plan is sufficient to offset this tiny impact (estimated to be <0.1 ac).
b.) No listed species are likely to occur near the present project to be affected by the work or occupation of the future land use.
c.) No historical and archaeological resources are likely to occur on the site.
d.) The present project will be entirely authorized by this ERP; no future phases are anticipated.

Elimination/Reduction of Impacts:
The applicant has minimized impacts to the hardwood swamp. The small (<0.01 ac) trench is needed to drain the surface water management system effectively. The work will be confined to the minimum area needed to operate the system.

Mitigation:
To compensate for the minor habitat loss and to preclude secondary impacts that could result from future occupation of the project, the applicant will preserve the entire part of the swamp that occurs onsite (1.0 ac) and an adjacent upland forest buffer (50 – 70 ft wide; 0.6 ac).

Cumulative Impacts:
The proposed mitigation offsets the project's adverse impacts and it is in the same drainage basin (#17). Thus, the project will have no cumulative adverse wetland impacts.

The applicant has provided reasonable assurance that the proposed project is consistent with the design criteria and objectives of the District as set forth in Chapters 40C-4, 40C-41, and 40C-42, F.A.C., and that the proposed project meets all applicable conditions for permit issuance pursuant to sections 40C-4.301, and 40C-40.302, F.A.C.

Wetland Summary Table
Root Commerce Park Commercial

		Acres
Total Wetlands On-site		**1.500**
Total Surface Waters On-site		**0.100**
Impacts that Require Mitigation		**0.009**
Impacts that Require No Mitigation		**0.600**
Mitigation		**1.600**
On-Site	**1.600**	
Wetland Preservation	1.000	
Upland Preservation	0.600	

Conditions for Application Number 40-127-76087-2:

ERP General Conditions by Rule (October 03, 1995):
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19

ERP/MSSW/Stormwater Special Conditions (November 09, 1995):
1, 4, 10, 13, 20

Other Conditions:

1. The proposed surface water management system must be constructed and operated in accordance with the plans received by the District on May 26, 2006 and as amended by plan sheet 6 and 13, received by the District on September 26, 2006.

2. Mitigation for wetland impacts includes onsite preservation of wetlands (1.0 acre) and adjacent uplands (0.6 acre) as described by the plan (Exhibit A) that Parker Mynchenberg & Associates submitted on September 26, 2006.

3, The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and

whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours.

If at any time the system is not functioning as designed and permitted, then within 14 days the entity shall submit an Exceptions Report on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance.

Reviewers: Lee Kissick and Rickie Ottesen

St. Johns River
Water Management District
Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

March 18, 2025

890 N US Hwy 1, LLC
1451 N US Highway 1
Ste 13
Ormond Beach, FL 32174-0705

Re: Notice of Issuance of Formal Wetland Determination (FWD) No.: 74948-7

Dear Sir/Madam:

Enclosed is the FWD issued by the District. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

The District will not publish a notice in the newspaper advising the public that it has issued your FWD. If you wish to have certainty that the period for filing a challenge to the District's agency action is closed, you may publish, at your own expense, a notice in a newspaper of general circulation. (Chapter 120, Florida Statutes). A FWD does not authorize construction on the subject property.

If you have any questions concerning this FWD, please contact Jeff Prather at (321) 676-6609 or JPrather@sjrwmd.com.

Sincerely,

Jeffrey Prather, Division Director
Environmental Resource Regulation

Enclosures: Formal Wetland Determination
Stamped Approved Certified Survey
Notice of Rights

cc: District Permit File

Agent(s): Joe Young III
Biological Consulting Services, Inc.
802 Magnolia St
New Smyrna, FL,32168-7440

GOVERNING BOARD

Rob Bradley, CHAIR FLEMING ISLAND
Maryam H. Ghyabi-White, VICE CHAIR ORMOND BEACH
J. Chris Peterson, SECRETARY WINTER PARK
Ron Howse, TREASURER COCOA
Ryan Atwood MOUNT DORA
Doug Bournique VERO BEACH
Douglas Burnett ST. AUGUSTINE
Cole Oliver MERRITT ISLAND
Janet Price FERNANDINA BEACH

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FORMAL WETLAND DETERMINATION AUTHORIZATION

PETITION NO: 74948-7 **DATE ISSUED:** March 18, 2025

PROPERTY NAME: 890 North US Highway 1 Property

DETERMINATION STATEMENT:
Formal Wetland Determination Renewal Statement: The formal determination of the landward extent of wetlands and other surface waters as determined by the District and as depicted on the one-sheet certified survey received as approved by the District on March 14, 2025, for the 12.478-acre property known as 890 North US Highway 1 Property, located in Section 39, Township14S, Range 32E, Volusia County. A Formal Wetland Determination (FWD) does not authorize construction on the subject property.

LOCATION:
SECTION(S): 39 TOWNSHIP(S): 14S RANGE(S): 32E

Volusia County

ISSUED TO:
890 N US Hwy 1, LLC
1451 N US Highway 1
Ste 13
Ormond Beach, FL 32174-0705

This document and the enclosed survey serve as the FWD issued by the District. As required by the FWD, the District must be notified within 30 days of sale or transfer of this property. This FWD may be transferred after the receipt of written notification of transfer of ownership or control of the real property.

This FWD is binding for a period of five (5) years from the issuance date provided physical conditions on the property do not change so as to alter the wetland boundaries during that period. The District's Governing Board may revoke the FWD upon finding that the petitioner has submitted inaccurate information to the District.

AUTHORIZED BY: St. Johns River Water Management District

By: _____
Thomas Evans
Supervising Regulatory Scientist

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *www.sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

890 N US Hwy 1, LLC
1451 N US Highway 1
Ste 13
Ormond Beach, FL 32174-0705

This 18th day of March 2025.

Jeffrey Prather, Division Director

Permit Number: 74948-7

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a formal wetland determination.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the formal wetland determination. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the formal wetland determination.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your formal wetland determination will not expire.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following formal wetland determination was issued on _____:

(Name and address of petitioner:)_____ formal wetland determination #_____. The property subject to this determination is located in _____County, Section _____, Township _____ South, Range _____ East. This determination authorizes the delineation of the landward extent of wetlands and other surface waters as determined by the District on the _____ acres known as _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.
A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice**. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the formal wetland determination described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA
Legal Advertising
The Gainesville Sun
2700 SW 13th Street
Gainesville, FL 32608
866-858-9652 (Option 3)

BAKER
Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BRAFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

BREVARD
Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

CLAY
Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

DUVAL
Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

FLAGLER
Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

INDIAN RIVER
Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

LAKE
Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

MARION
Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

NASSAU
News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

OKEECHOBEE
Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

ORANGE
Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

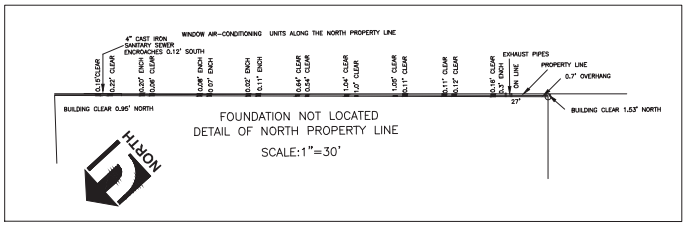
OSCEOLA
Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM
Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

ST. JOHNS
St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

SEMINOLE
Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

VOLUSIA
News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322



LINE TABLE WETLAND A

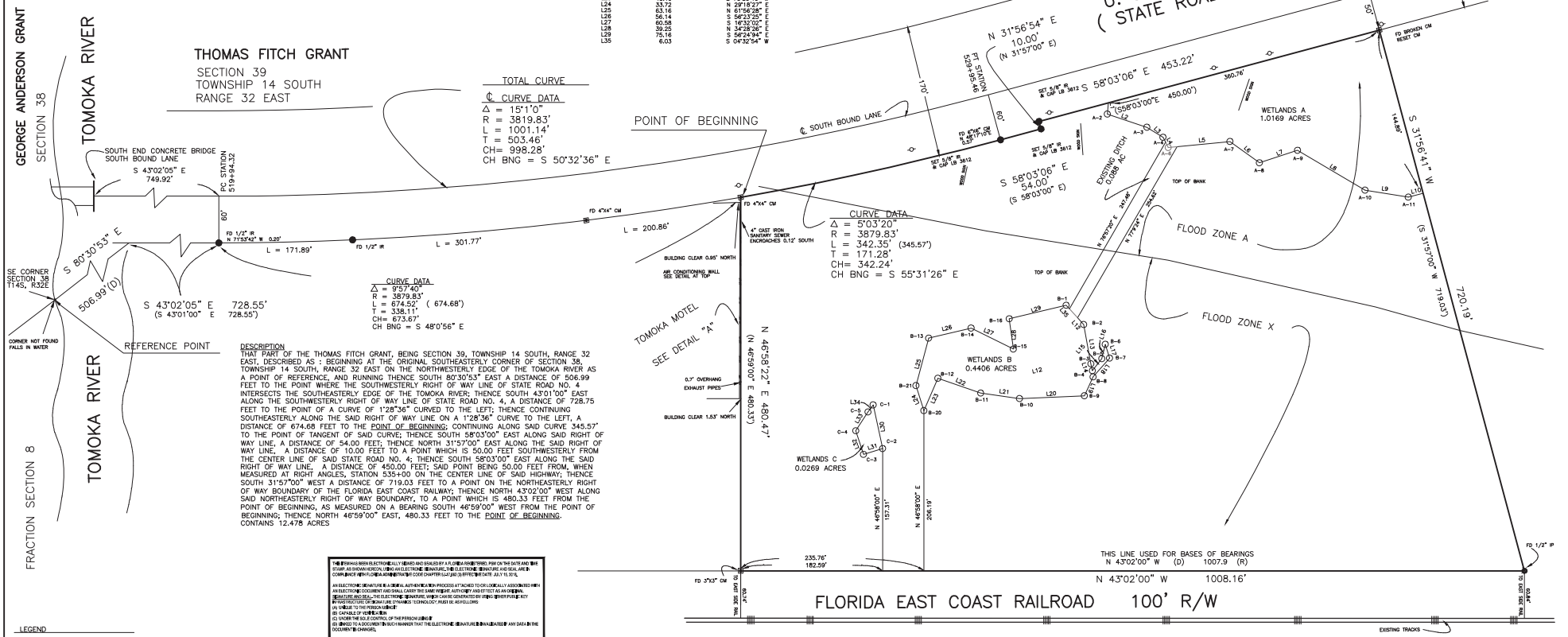
LINE NO.	DISTANCE	BEARING
L1	14.69	S 52°30'00" W
L2	53.63	S 24°45'00" E
L3	24.40	S 11°59'30" E
L4	7.03	S 20°06'50" W
L5	68.33	S 46°37'25" E
L6	46.75	S 07°04'49" E
L7	51.69	S 06°03'00" E
L8	100.77	S 12°30'50" E
L9	56.42	S 33°58'28" E
L10	19.54	S 58°03'19" E

LINE TABLE WETLAND C

LINE NO.	DISTANCE	BEARING
L30	57.34	S 34°40'25" W
L31	25.78	N 59°57'10" W
L32	32.00	N 29°03'50" E
L33	29.20	N 79°47'15" E
L34	10.71	N 84°06'25" E

LINE TABLE WETLAND B

LINE	TABLE	WETLAND B
L12	11.71	S 04°32'54" W
L13	51.36	S 36°31'01" W
L14	9.10	S 35°05'00" W
L15	19.70	N 89°58'00" E
L16	18.90	N 60°30'00" E
L17	18.60	S 29°45'28" W
L18	31.99	S 88°05'30" W
L19	26.83	S 71°58'40" W
L20	83.44	N 46°29'50" W
L21	50.55	N 35°00'30" W
L22	58.17	N 23°58'30" W
L23	45.19	S 70°20'46" W
L24	33.72	N 29°18'27" E
L25	63.16	N 61°56'28" E
L26	56.14	S 56°23'25" E
L27	60.58	S 16°32'02" E
L28	39.25	N 34°28'26" E
L29	75.16	S 56°24'44" E
L35	6.03	S 04°32'54" W



DESCRIPTION

THAT PART OF THE THOMAS FITCH GRANT, BEING SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, DESCRIBED AS : BEGINNING AT THE ORIGINAL SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER AS A POINT OF REFERENCE, AND RUNNING THENCE SOUTH 80°30'53" EAST A DISTANCE OF 506.99 FEET TO THE POINT WHERE THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 4 INTERSECTS THE SOUTHEASTERLY EDGE OF THE TOMOKA RIVER; THENCE SOUTH 43°01'00" EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 4, A DISTANCE OF 728.75 FEET TO THE POINT OF A CURVE OF 1°28'36" CURVED TO THE LEFT; THENCE CONTINUING SOUTHEASTERLY ALONG THE SAID RIGHT OF WAY LINE ON A 1°28'36" CURVE TO THE LEFT, A DISTANCE OF 674.68 FEET TO THE POINT OF BEGINNING; CONTINUING ALONG SAID CURVE 345.57' TO THE POINT OF TANGENT OF SAID CURVE; THENCE SOUTH 58°03'00" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 54.00 FEET; THENCE NORTH 31°57'00" EAST ALONG THE SAID RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO A POINT WHICH IS 50.00 FEET SOUTHWESTERLY FROM THE CENTER LINE OF SAID STATE ROAD NO. 4; THENCE SOUTH 58°03'00" EAST ALONG THE SAID RIGHT OF WAY LINE, A DISTANCE OF 450.00 FEET; SAID POINT BEING 50.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES, STATION 535+00 ON THE CENTER LINE OF SAID HIGHWAY; THENCE SOUTH 31°57'00" WEST A DISTANCE OF 719.03 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY BOUNDARY OF THE FLORIDA EAST COAST RAILWAY; THENCE NORTH 43°02'00" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY BOUNDARY, TO A POINT WHICH IS 480.33 FEET FROM THE POINT OF BEGINNING, AS MEASURED ON A BEARING SOUTH 46°59'00" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 46°59'00" EAST, 480.33 FEET TO THE POINT OF BEGINNING.
CONTAINS 12.476 ACRES

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY A FLORIDA REGISTERED, PSM ON THE DATE AND TIME STAMP, AS SHOWN HEREON, USING AN ELECTRONIC SIGNATURE. THE ELECTRONIC SIGNATURE AND SEAL ARE IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17.062 (3) EFFECTIVE DATE: JULY 15, 2018.

AN ELECTRONIC SIGNATURE IS A LEGAL AUTHENTICATION PROCESS ATTACHED TO OR LOGICALLY ASSOCIATED WITH AN ELECTRONIC DOCUMENT AND SHALL CARRY THE SAME WEIGHT, AUTHORITY AND EFFECT AS AN ORIGINAL SIGNATURE AND SEAL. THE ELECTRONIC SIGNATURE, WHICH CAN BE GENERATED BY USING EITHER PUBLIC KEY INFRASTRUCTURE OR SIGNATURE DYNAMICS TECHNOLOGY, MUST BE: AS FOLLOWS
(A) UNIQUE TO THE PERSON USING IT
(B) CAPABLE OF VERIFICATION
(C) UNDER THE SOLE CONTROL OF THE PERSON USING IT
(D) LINKED TO A DOCUMENT IN SUCH MANNER THAT THE ELECTRONIC SIGNATURE IS INVALIDATED IF ANY DATA IN THE DOCUMENT IS CHANGED.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

LEGEND

FD.....FOUND
● IR... IRON ROD ○ INDICATES WETLANDS FLAG (TYPICAL)
✪ IP... IRON PIPE
LS.....LICENSED SURVEYOR
LB.....LICENSED BUSINESS
Δ ....DELTA OR CENTRAL ANGLE
R.....RADIUS CH BNG...CHORD BEARING
L.....LENGTH CH... CHORD
T.....TANGENT PC.....POINT OF CURVE
R/W.....RIGHT OF WAY
℄ CENTER LINE
PT... POINT OF TANGENCY
-o- WOOD POWER POLE
(R)....RECORD (D) DESCRIPTION
SJRWMD ..... ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AC ..... ACRES

GENERAL NOTES:

1.) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNER-SHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.

2.) BEARING STRUCTURE BASED ON DESCRIPTION (N43°02'00" W) ALONG THE WEST LINE OF SUBJECT PROPERTY.

3.) LEGAL DESCRIPTION PROVIDED BY CLIENT

4.) DESCRIPTION DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.

5.) WETLANDS MARKED BY JOHN PALMER OF BIOLOGICAL CONSULTING SERVICES, INC 6/09/98 WETLANDS JURISDICTION LINE REVIEWED AND APPROVED BY SJRWMD REPRESENTATIVES,

6.) LANCE HART AND DAR GUAM CHENG ON JULY 16, 1998 THIS SPECIAL PURPOSE SURVEY WAS DONE TO SHOW CHANGES IN THE WETLANDS SEE UPHAM FILE #29-65B FOR BOUNDARY SURVEY DATED: 1/26/96 SIGNED BY: A. E. RICE AND UPHAM FILE 29-72 DATED 4/06/2006

7.) FEMA FLOOD PLANE CERTIFICATION ACCORDING TO THE F.I.R.M./ MAP, COMMUNUNITY NAME ORMOND BEACH, NUMBER 125136, COMMUNITY-PANEL NUMBER; 12127C0212 K, DATED : 09/29/2019 THE PROPERTY IS IN FLOOD ZONE X.

WETLANDS LIMITS WERE REVIEWED AND APPROVED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REPRESENTATIVES, KATE GRONINGER AND KIMBERLY EISELE, ON OCTOBER 28, 2019, FOR A REAUTHORIZATION OF THE FORMAL WETLAND DETERMINATION
(NO FIELD WORK PREFORMED BY THE UNDERSIGNED AT THE TIME OF THIS REVIEW)

SITE INSPECTION FOR FORMAL WETLANDS DETERMINATION REAUTHORIZATION BY SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT REPRESENTATIVES ELOIS LINDSEY AND NANETTE CHURCH ON AUGUST 8, 2014." (NOTE: THIS SURVEY HAS NOT BEEN UPDATED NOR ANY FIELD WORK PREFORMED BY THE UNDERSIGNED)

THE WETLANDS LINE AND SITE CONDITIONS HAVE BEEN REVIEWED AND APPROVED BY SJRWMD REPRESENTATIVE, MAD RISCHAR, ON MAY 12, 2009, FOR REAUTHORIZATION OF EXISTING FWD#16-127-74948-3 (NOTE: THIS SURVEY HAS NOT BEEN UPDATED NOR ANY FIELD WORK PREFORMED BY THE UNDERSIGNED)

WETLANDS LIMITS WERE REVIEWED AND APPROVED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REPRESENTATIVE JUSTIN DAHL ON 1/23/2025 FOR A REAUTHORIZATION OF THE FORMAL WETLAND DETERMINATION (NOTE: THIS SURVEY HAS NOT BEEN UPDATED NOR ANY FIELD WORK PREFORMED BY THE UNDERSIGNED)

THIS SPECIAL PURPOSE SURVEY WAS DONE TO SHOW THE REVIEW OF WETLAND ONLY, BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

REVISIONS:
WETLANDS REMARKED AS SHOWN..... 6/18/98
BOUNDARY UPDATED 4/04/06
REVISED WETLAND TABLES 06/22/09
REVISED WETLAND NOTES AND FLOOD ZONE 08/11/2014
REVISED WETLAND NOTES AND FLOOD ZONE 11/04/2019
REVISED WETLAND NOTES AND FLOOD ZONE 02/07/2025

WO#
191101
140804
090503
060133
980306
960013

THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472, FLORIDA STATUTES.

Clyde O Van Kleeck Jr.
Digitally signed by Clyde O Van Kleeck Jr.
Date: 2025.03.05 08:53:32 -05'00'
02/17/2025
C. O. VAN KLEECK, JR.
PSM NO. 6149 L.B. 3612

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER

TYPE OF SURVEY: SPECIAL PURPOSE

UPHAM INC
CIVIL ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE
265 Kentworth Avenue Ormond Beach, Florida 32174
Voice 386.672.8515 - Fax 386.673.6554 - upham.com
LB # 0003812 LC # 0000357

890 N US HWY #1
ORMOND BEACH, FL 32174
TAX ID: 3242-00-00-0280

DRAWING FILE NAME: 29-67D-2019.DWG
DISK ID: server
FILE: 29-67D

OFFICE WORK BY : JDM DATE:MM/DD/YY 6/19/98
FIELD WORK BY: RN, WSH DATE: MM/DD/YY 01/25/96
SCALE: 1"=60'

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT TECHNICAL STAFF REPORT
08-Aug-2025
APPLICATION #: 74948-8

Applicant: Scott Vanacore
890 North US Hwy 1, LLC
1451 US-1
Ste. 13
Ormond Beach, FL 32174
(386) 547-4373

Owner: Scott Vanacore
890 North US Hwy 1, LLC
1451 US-1
Ste. 13
Ormond Beach, FL 32174
(386) 547-4373

Consultant: Joe Young, III
Biological Consulting Services, Inc.
802 Magnolia St
New Smyrna, FL 32168-7440
(386) 423-3402

Steven R Buswell
Parker Mynchenberg & Associates
1729 Ridgewood Ave
Holly Hill, FL 32117-5406
386-677-6891

Project Name: Tomoka Commerce Park
Acres Owned: 12.48
Project Acreage: 11.19
County: Volusia

STR:

Section(s):	Township(s):	Range(s):
39	14S	32E

Receiving Water Body:

Name	Class
Tomoka River	III Marine, OFW

Authority:	62-330.020 (2)(d), 62-330.020 (2)(a), 62-330.020 (2)(c) , 62-330.020 (2)(b)
Existing Land Use:	Streams and Waterways(5100), Mixed Hardwoods(4380), Wetland Forested Mixed(6300)
Mitigation Drainage Basin:	Halifax River
Special Regulatory Basin:	Tomoka River Basin
Final O&M Entity:	Tomoka Park Property Owners Association, Inc.
ERP Conservation	No

Easements/Restrictions:
Interested Parties: No
Objectors: No

Authorization Statement:
Construction and operation of a Stormwater Management System for a 11.19-acre project known as Tomoka Commerce Park as per plans received by the District on April 25, 2025 and revised sheets received July 11, 2025.

Recommendation: Approval
Reviewers: Justin Dahl; Jim Carey

Staff Comments

Project Applicant and Sufficient Real Property Interest:
The permit applicant is the record title holder over the property on which the proposed activities will be conducted.

Project Location and Brief Description:
The project site is located along the west side of U.S. Highway #1 and just east from the Florida East Coast Railroad; approximately 2.5-miles southeast from the intersection of Interstate 95 and U.S. Highway #1; approximately 2-miles northwest from the intersection of U.S. Highway #1 and S.R. 40, in the City of Ormond Beach, in east Volusia County. The project includes the construction of a 4-lot commercial subdivision with associated infrastructure improvements.

Permitting History:
Permit No. 74948-7 issued March 18, 2025, was the latest renewal for the Formal Wetland Determination for the property which was initially issued in 2003.
Permit series 76087 was for a commercial development within the property limits, but construction never commenced in this series and the permits have expired.

Coastal Zone Management:
Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Engineering

Description of Project (Surface Water Management System):
The Stormwater Management System consists of surface inlets and underground piping that directs runoff into two interconnected dry retention ponds that are equipped with underdrains. Overflow from the ponds is directed into an onsite preserved wetland.

Water Quality:

Submitted plans and calculations show that the stormwater system is designed to provide water quality treatment in accordance with Sections 4.1 and 6.0, A.H. Vol. II for discharge to Class III fresh waters.

Water Quality Certification:
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Flood Protection:
Calculations were provided demonstrating that the post-development peak rate of discharge will not exceed the pre-development peak rate of discharge generated by the Mean Annual and the 25-year 24-hour storm events.

Special Basin Criteria:
The project is located in the Tomoka River Hydrologic Basin. The project, as proposed, is consistent with the conditions for permit issuance pursuant to Section 13.5, A.H. Vol. II, as follows.
1) The system retains greater than 3-inches of runoff from the Directly Connected Impervious Area. Therefore, this standard is met.
2) There is no reduction in the 100-year floodplain storage volume. Therefore, this standard is met.
3) The system does not incorporate detention with filtration. Therefore, this standard is met.
4) The project is not in a designated Riparian Habitat Protection Zone. Therefore, this standard is met.

Operation and Maintenance:
The applicant has proposed that the project will be operated and maintained by a Property Owners Association identified as Tomoka Commerce Park Property Owners Association, Inc. and has provided draft articles of incorporation and a draft declaration of covenants and restrictions that meet the requirements of Section 12.3.1, A.H. Vol. I.

Environmental

Site Description:
Most of the site is comprised of live-oak forest uplands that slope down to a mesic mixed hardwood forest. Three wetlands and a ditch occur onsite. WA is a hardwood swamp to be preserved. The swamp retained moderately high habitat values although it was diminished in its isolation owing to US 1 and FEC railroad construction. WB is a tiny sink connected to WA via ditch. WC is a small, isolated sink which appears to have been dug by a previous landowner.

Impacts:
The applicant proposes to impact 0.468 acres of wetlands and 0.088 acres of other surface waters. 0.441 acres of these impacts (WB) are considered adverse and require mitigation as described below. The remaining 0.027 acres of wetland impact (WC) is

attributed to an isolated wetland that is less than one half acre and that meets the provisions of subsection 10.2.2.1, A.H. Vol. I, and does not warrant mitigation.

The remaining 0.088 acres of impact is to an upland-cut ditch that meets Section 10.2.2.2, A.H. Vol. I and is not considered adverse; therefore, no elimination/reduction analysis, cumulative-impacts analysis, or mitigation was required for the impacts proposed within this surface water.

Secondary impacts:
The project meets the secondary impact criteria of subsection 10.2.7, A.H., Vol. I, as:

1. the proposed activities were assessed for the potential to result in unacceptable secondary impacts, as defined in Section 10.2.7(a), A.H. Vol. I. The applicant has designated a 25-foot average, 15-foot minimum undisturbed upland buffer directly abutting the remaining onsite wetlands and has proposed conservation area signage along the landward side of the upland buffer;
2. no evidence was observed that the upland portions of the site are being utilized by bald eagles, and aquatic and wetland dependent listed species for nesting and denning;
3. no adverse impacts to cultural resources are anticipated; and
4. there are no known future phases or expansion, or very closely linked and causally related on-site or off-site activities that would result in adverse impacts.

Elimination/Reduction of Impacts:
The applicant was not required to implement practicable design modifications to reduce or eliminate impacts pursuant to Section 10.2.1.2 (b)., A.H. Vol. I. The proposed mitigation implements all or part of a plan that provides regional ecological value and provides greater long-term ecological value than the impacted wetlands/surface waters.

Mitigation:
The applicant proposes to mitigate for the impacts to the wetlands through the purchase of 0.25 freshwater forested UMAM credits through Farmton North Mitigation Bank. The proposed mitigation was assessed utilizing UMAM, and staff has determined that the proposed mitigation bank credits will adequately offset the ecological loss associated with the proposed wetland and other surface water impacts as the mitigation provides the same ecological value and is located within the mitigation drainage basin.

Financial Assurance Mechanism:
None.

Off-Site Mitigation:
None.

Cumulative Impacts:
The proposed mitigation fully offsets the proposed impacts and is located within the same drainage basin as the impacted wetlands, so no unacceptable cumulative impacts will occur, pursuant to Section 10.2.8, A.H. Vol. I.

Wetland Summary Table
Tomoka Commerce Park Commercial

		Acres
Total Surface Water, Upland RHPZ and Wetlands in Project		
Wetlands		1.485
OSW		0.088
Upland RHPZ		0.000
	Total	1.573
Impacts that Require Mitigation		
Dredged or Filled		0.441
	Total	**0.441**
Impacts that Require No Mitigation		
Dredged or Filled		0.027
Dredged or Filled		0.088
	Total	**0.115**
Mitigation		
On-Site		
	Total	**0.000**
Off-Site		
	Total	**0.000**

Other	**Reserved Credits**
Mitigation Bank Credits (Farmton North - UMAM,17, Forested Freshwater)	0.250

Conclusion:
The applicant has provided reasonable assurance that the proposed project meets the conditions for issuance of permits specified in rules 62-330.301 and 62-330.302, F.A.C.

Conditions

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling

Unit" [Form 62-330.310(3)]; or

b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

21. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

22. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

23. The operation and maintenance entity shall submit inspection reports to the District one year after the operation phase of the permit becomes effective and every two years thereafter on form 62-330.311(1), "Operation and Maintenance Inspection Certification". The inspection form must be signed and sealed by an appropriate registered professional.

24. Before the start of any construction, the permittee must provide the District with documentation demonstrating 0.25 forested freshwater UMAM mitigation credits have been debited from the Farmton North UMAM Mitigation Bank ledger.

25. In the event that the permittee does not successfully complete the transaction to obtain 0.25 forested freshwater UMAM mitigation credits from Farmton North UMAM Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.

26. Prior to the construction of the activities authorized in this permit the permittee must install permanent preservation area signs along the upland buffer abutting the wetlands as depicted on Sheet 2A and detailed on Sheet 10 of the plans received by the District on July 11, 2025.

27. The proposed project must be constructed and operated as per the plans received by the District on April 25, 2025 and revised sheets received July 11, 2025.

St. Johns River
Water Management District
Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

August 08, 2025

Scott Vanacore
890 North US Hwy 1, LLC
1451 US-1
Ste. 13
Ormond Beach, FL 32174

SUBJECT: 74948-8
Tomoka Commerce Park

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on August 08, 2025. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:
If you wish to receive a copy of a Technical Staff Report (TSR) that provides the District staff's analysis of the permit application, go to our ePermit portal on the District's website at https://permitting.sjrwmd.com/ep/#/ep, and then click on "Regulatory Search" from the Search option on the blue bar. From the search page, enter the Application/Permit #, and the Sequence # in the appropriate boxes and then click on Search. Click on the application/permit number hyperlink, to take you to a listing of all documents, including the TSR, for this permit.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to our ePermit portal on the District's website at https://permitting.sjrwmd.com/ep/#/ep. Once you have logged in to your account go to the "Processed Applications" panel and click on the hyperlink in the "Items Due" column. If you don't see your permit on this panel, you can add it as a "Favorite" by clicking on the "Favorite" icon at the top of the dashboard. This hyperlink will take you to a list of pending submittals due, and choose the appropriate submittal and click on the "Edit" icon to add necessary documents or information, and then submit. You can also submit this compliance data from the "Services"

GOVERNING BOARD

Rob Bradley, CHAIR FLEMING ISLAND
Maryam H. Ghyabi-White, VICE CHAIR ORMOND BEACH
J. Chris Peterson, SECRETARY WINTER PARK
Cole Oliver, TREASURER MERRITT ISLAND
Ryan Atwood MOUNT DORA
Doug Bournique VERO BEACH
Douglas Burnett ST. AUGUSTINE
Ron Howse COCOA
Janet Price FERNANDINA BEACH

menu after logging in to your account. You will find the link under "Miscellaneous" services menu. The associated compliance forms to comply with your permit conditions are available at https://www.sjrwmd.com/documents/permitting/ .

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), “Request to Transfer Permit,” available at https://www.sjrwmd.com/documents/permitting/. You can apply for a permit transfer on our the District's ePermit portal at https://permitting.sjrwmd.com/ep/#/ep. Once you have logged in, click on "Transfer Request" from the "SWERP/ERP Applications" Services menu.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,

Jeff Prather, Division Director
Division of Regulatory Services
St. Johns River Water Management District
2501 S. Binion Rd
Apopka, Fl 32703
321-676-6609

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 74948-8 **DATE ISSUED:** August 08, 2025

PROJECT NAME: Tomoka Commerce Park

A PERMIT AUTHORIZING:
Construction and operation of a Stormwater Management System for a 11.19-acre project known as Tomoka Commerce Park as per plans received by the District on April 25, 2025 and revised sheets received July 11, 2025.

LOCATION:
Section(s): 39 Township(s): 14S Range(s): 32E
Volusia County

Receiving Water Body:

Name	Class
Tomoka River	III Marine, OFW

ISSUED TO:
890 North US Hwy 1, LLC
1451 US-1
Ste. 13
Ormond Beach, FL 32174

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:
See conditions on attached “Exhibit A”, dated August 08, 2025

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: _____

Kirstin Leiendecker
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 74948-8
Tomoka Commerce Park
DATED August 08, 2025

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

b. For all other activities — “As-Built Certification and Request for Conversion to Operation Phase” [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

   b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

21. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant

associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

22. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

23. The operation and maintenance entity shall submit inspection reports to the District one year after the operation phase of the permit becomes effective and every two years thereafter on form 62-330.311(1), "Operation and Maintenance Inspection Certification". The inspection form must be signed and sealed by an appropriate registered professional.

24. Before the start of any construction, the permittee must provide the District with documentation demonstrating 0.25 forested freshwater UMAM mitigation credits have been debited from the Farmton North UMAM Mitigation Bank ledger.

25. In the event that the permittee does not successfully complete the transaction to obtain 0.25 forested freshwater UMAM mitigation credits from Farmton North UMAM Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.

26. Prior to the construction of the activities authorized in this permit the permittee must install permanent preservation area signs along the upland buffer abutting the wetlands as depicted on Sheet 2A and detailed on Sheet 10 of the plans received by the District on July 11, 2025.

27. The proposed project must be constructed and operated as per the plans received by the District on April 25, 2025 and revised sheets received July 11, 2025.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA
Gainesville Sun, Legal Advertising
2700 SW 13th Street
Gainesville, FL 32608
866-858-9652

BAKER
Baker County Press, Legal Advertising
P. O. Box 598
Maclenny, FL 3206 3
904-259-2400/ fax 904-259-6502

BRADFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

BREVARD
Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

CLAY
Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

DUVAL
Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

FLAGLER
Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

INDIAN RIVER
Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

LAKE
Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

MARION
Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

NASSAU
News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

OKEECHOBEE
Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

ORANGE
Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

OSCEOLA
Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM
Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

ST. JOHNS
St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

SEMINOLE
Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

VOLUSIA
News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

ATTACHMENT 5

Proposed Permitted Uses

Tomoka Commerce Park List of Uses for Lots 1 & 2

Use
Bingo Parlor
Bowling Center
Business/Professional Office
Business Services
Child Care Facility
Club and Fraternal Organization
Convenience Store, Type "A"
Cosmetic Tattoo
Financial Institution
House of Worship
Instructional Physical Activity
Malted Beverage Producer
Medical Supply/Rental
Non-Emergency Medical Transportation Services
Personal Services
Pool Hall/Billiards
Public Facilities
Public Utilities
Recreation Facilities, Indoor
Restaurant Type "A"
Restaurant Type "B"
Restaurant Type "C"
Retail Sales and Service
Retail Sales and Service, Showroom
School, Private
Shopping Center
Skating Center
Telecommunication Tower/Antennae, Camouflaged
Veterinarian
Virtual Golf Centers
Wine, Beer or Liquor Store

Tomoka Commerce Park List of Uses for Lots 3 & 4

Use
Business Warehouse
Industrial, Light
RV and Boat Storage (indoors only)
Warehouse, Mini-Rental

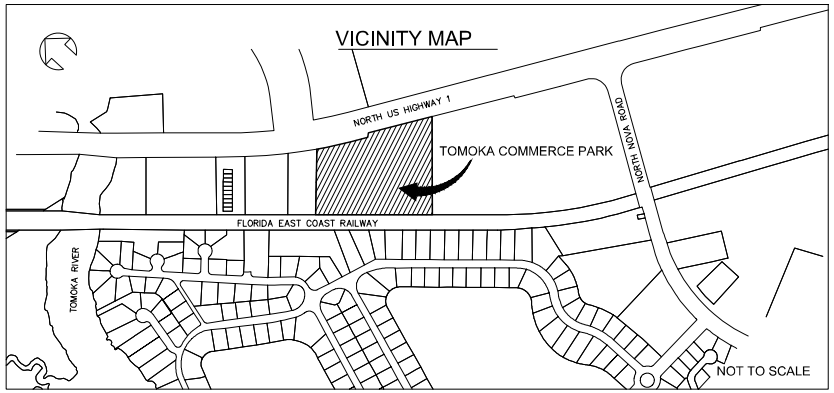
ATTACHMENT 6

Preliminary Plat

TOMOKA COMMERCE PARK

MAP BOOK_____ PAGE _____

A PORTION OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



SHEET INDEX

SHEET 1	COVER
SHEET 2	LEGAL DESCRIPTION AND LEGEND
SHEET 3	GENERAL NOTES AND LEGEND
SHEETS 4	PLAN SHEETS

PREPARED BY:
J. J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386) 252-7371

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT 890 N US HWY 1 LLC, A FLORIDA LIMITED LIABILITY COMPANY, JOHN S VANACORE, MANAGER, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED TOMOKA COMMERCE PARK, LOCATED IN ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL PRIVATE STREETS, ACCESS, EMERGENCY ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PEDESTRIAN ACCESS, TREE PRESERVATION EASEMENTS SHOWN AND/OR DESCRIBED THEREON TO THE PERPETUAL USE OF THE PUBLIC. MAINTENANCE SHALL BE ASSIGNED TO THE PARTIES IN THIS DEDICATION AND THE GENERAL NOTES SHOWN ON THIS PLAT.
PARCEL "A", PUMP STATION SITE IS HEREBY GRANTED IN FEE TO THE CITY OF ORMOND BEACH
TRACT A, COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND TREE PRESERVATION IS HEREBY GRANTED TO TOMOKA COMMERCE PARK PROPERTY OWNER'S ASSOCIATION, INC..

BY_____
JOHN S. VANACORE, MANAGER

ATTEST_____

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ (SIGNATURE)
_____ NAME (PRINTED)

_____ (SIGNATURE)
_____ NAME (PRINTED)

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2025, BY JOHN S. VANACORE, MANAGER OF 890 US1, LLC., A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE LLC. WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED_____ AS IDENTIFICATION.

*SIGNATURE*_____

*PRINT NAME*_____

NOTARY PUBLIC *STATE OF FLORIDA AT LARGE*

*TITLE/RANK:*_____

*MY COMMISSION EXPIRES:*_____

*COMMISSION NUMBER:*_____

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2025, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "TOMOKA COMMERCE PARK" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL_____, DATE: _____, 2025.

CITY REGISTERED SURVEYOR
MICHAEL E. AWAD PSM NO. 5574
UPHAM INC. L.B. NO. 03612

CERTIFICATE OF SURVEYOR:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR, DOES HEREBY CERTIFY THAT ON _____ HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT, THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LAND THEREIN DESCRIBED AND PLATTED; THAT SAID PLAT HAS BEEN PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AND COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY.

DATE: _____

J. J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386) 252-7371 LB6883

_____
BY: JOHN J. MATEJKA, III
PSM4002

CERTIFICATE OF CLERK:

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON

_____ AT _____ FILE NO._____.

_____
CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

SHEET 1 OF 4 SHEETS

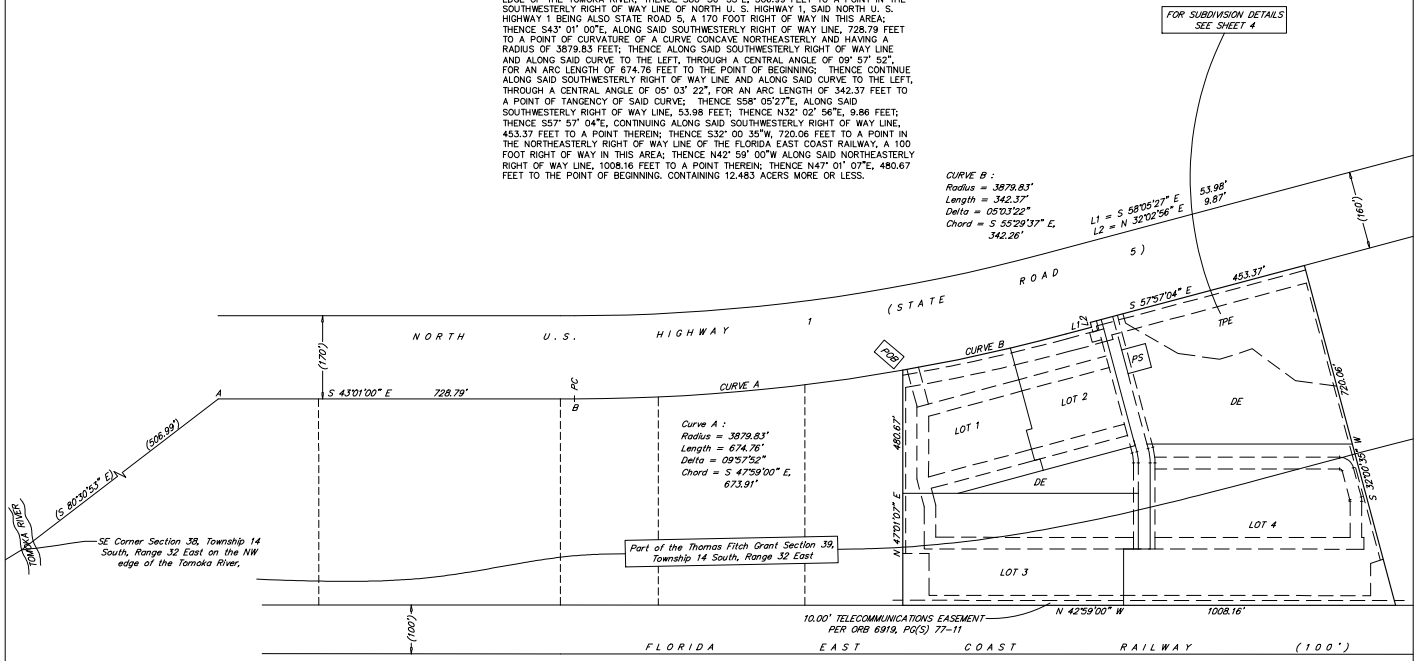
TOMOKA COMMERCE PARK

MAP BOOK_____ PAGE _____

A PORTION OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING. CONTAINING 12.483 ACERS MORE OR LESS.



LEGEND:

POB - POINT OF BEGINNING	1' NVA - 1' NON-VEHICULAR ACCESS EASEMENT DEDICATED TO VOLUSIA COUNTY
NR - NON RADIAL	PRC - POINT OF REVERSE CURVATURE
MB - MAP BOOK	PNC - POINT ON NON-TANGENT CURVE
PG(S) - PAGE(S)	POC - POINT OF COMMENCEMENT
R/W - RIGHT OF WAY	ORB - OFFICIAL RECORDS BOOK
BS - BUILDING SETBACK	PT - POINT OF TANGENCY
R - RADIUS	PI - POINT OF INTERSECTION
D - CENTRAL ANGLE	PC - POINT OF CURVATURE
L - ARC LENGTH	PNT - POINT ON NON-TANGENCY
C - CHORD	ML - MATCH LINE
CB - CHORD BEARING	TE - TEMPORARY EASEMENT
FT - FEET	LB - LICENSED BUSINESS
RP - RADIUS POINT	PSM - PROFESSORIAL SURVEYOR AND MAPPER
DE - DRAINAGE EASEMENT	TPE - TREE PRESERVATION EASEMENT
PS - PUMP STATION	

GRAPHIC SCALE
0 60 120 180 240 360
1 INCH = 120 FEET

PREPARED BY:
J. J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386) 252-7371

SHEET 2 OF 4 SHEETS

TOMOKA COMMERCE PARK

MAP BOOK_____ PAGE _____

A PORTION OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. BEARINGS ARE ASSUMED, BASED ON THE LINE SEGMENT FROM A TO B SHOWN HEREON, BEARING S 43°01'00" E, AND ARE BASED ON THE RECORD PLAT.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. DENOTES SET PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 6883 UNLESS OTHERWISE NOTED).

4. DENOTES SET PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 6883 UNLESS OTHERWISE NOTED)

5. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR TOMOKA COMMERCE PARK PROPERTY OWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK ___, PAGES ___ – ___. COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK ___, PAGES ___– ___.

6. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

7. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

8. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

9. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; SUBJECT TO STATUTORY RESTRICTIONS

10 THIS PLAT IS SUBJECT TO TOMOKA COMMERCE PARK PLANNED BUSINESS DEVELOPMENT RESOLUTION NO. ____–___ RECORDED IN O.R. BOOK ___, PAGE ____ PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

11. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

12. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES, IN TRACT A COMMON AREA ARE THE MAINTENANCE RESPONSIBILITY OF THE TOMOKA COMMERCE PARK PROPERTY OWNER'S ASSOCIATION INC.

13. TRACT A PRIVATE ROAD COMMON AREA, ACCESS, EMERGENCY ACCESS, MAINTENANCE DRAINAGE, UTILITY, PEDESTRIAN ACCESS & TREE PRESERVATION EASEMENT; TO BE MAINTAINED BY THE TOMOKA COMMERCE PARK PROPERTY OWNER'S ASSOCIATION INC., CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER, REUSE, OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.

14. ALL EMERGENCY ACCESS EASEMENTS ARE HEREBY CONVEYED TO THE CITY OF ORMOND BEACH FOR EMERGENCY ACCESS PURPOSES. EMERGENCY ACCESS EASEMENTS TO BE MAINTAINED BY THE TOMOKA COMMERCE PARK PROPERTY OWNER'S ASSOCIATION, INC.

15. THE TREE PRESERVATION AREAS SHOWN HEREON ARE SUBJECT TO A TREE PRESERVATION EASEMENT IN FAVOR TO THE CITY OF ORMOND BEACH. NO TREES WILL BE REMOVED AND NO CONSTRUCTION WILL BE ALLOWED IN THE TREE PROTECTION EASEMENT.

TOTAL NUMBER OF LOTS = 4

TOTAL NUMBER OF TRACTS = 1

TOTAL NUMBER OF PARCELS = 1

SETBACKS

1.	MAXIMUM BUILDING HEIGHT =	30'
2.	MAXIMUM BUILDING COVERAGE =	35%
3.	MAXIMUM LOT IMPERVIOUS COVERAGE =	75%
4.	MINIMUM LOT SIZE =	28,000 S.F.
5.	MINIMUM LOT WIDTH =	100'
6.	MINIMUM LOT DEPTH =	NONE
7.	MINIMUM PERIMETER =	NONE
8.	MINIMUM SETBACKS	
	A. EAST (US-1) =	36'
	B. NORTH =	10'
	C. SOUTH =	10'
	D. WEST =	20'

E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECATION EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.

LEGEND:

POB - POINT OF BEGINNING
NR - NON RADIAL
MB - MAP BOOK
PG(S) - PAGE(S)
R/W - RIGHT OF WAY
BS - BUILDING SETBACK
R - RADIUS
D - CENTRAL ANGLE
L - ARC LENGTH
C - CHORD
CB - CHORD BEARING
FT - FEET
RP - RADIUS POINT
DE - DRAINAGE EASEMENT
PS - PUMP STATION
1' NVA - 1' NON-VEHICULAR ACCESS EASEMENT DEDICATED TO VOLUSIA COUNTY
PRC - POINT OF REVERSE CURVATURE
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POC - POINT OF COMMENCEMENT
ORB - OFFICIAL RECORDS BOOK
PT - POINT OF TANGENCY
PI - POINT OF INTERSECTION
PC - POINT OF CURVATURE
PNT - POINT ON NON-TANGENCY
ML - MATCH LINE
TE - TEMPORARY EASEMENT
LB - LICENSED BUSINESS
PSM - PROFESSORIAL SURVEYOR AND MAPPER
TPE - TREE PRESERVATION EASEMENT

PREPARED BY:
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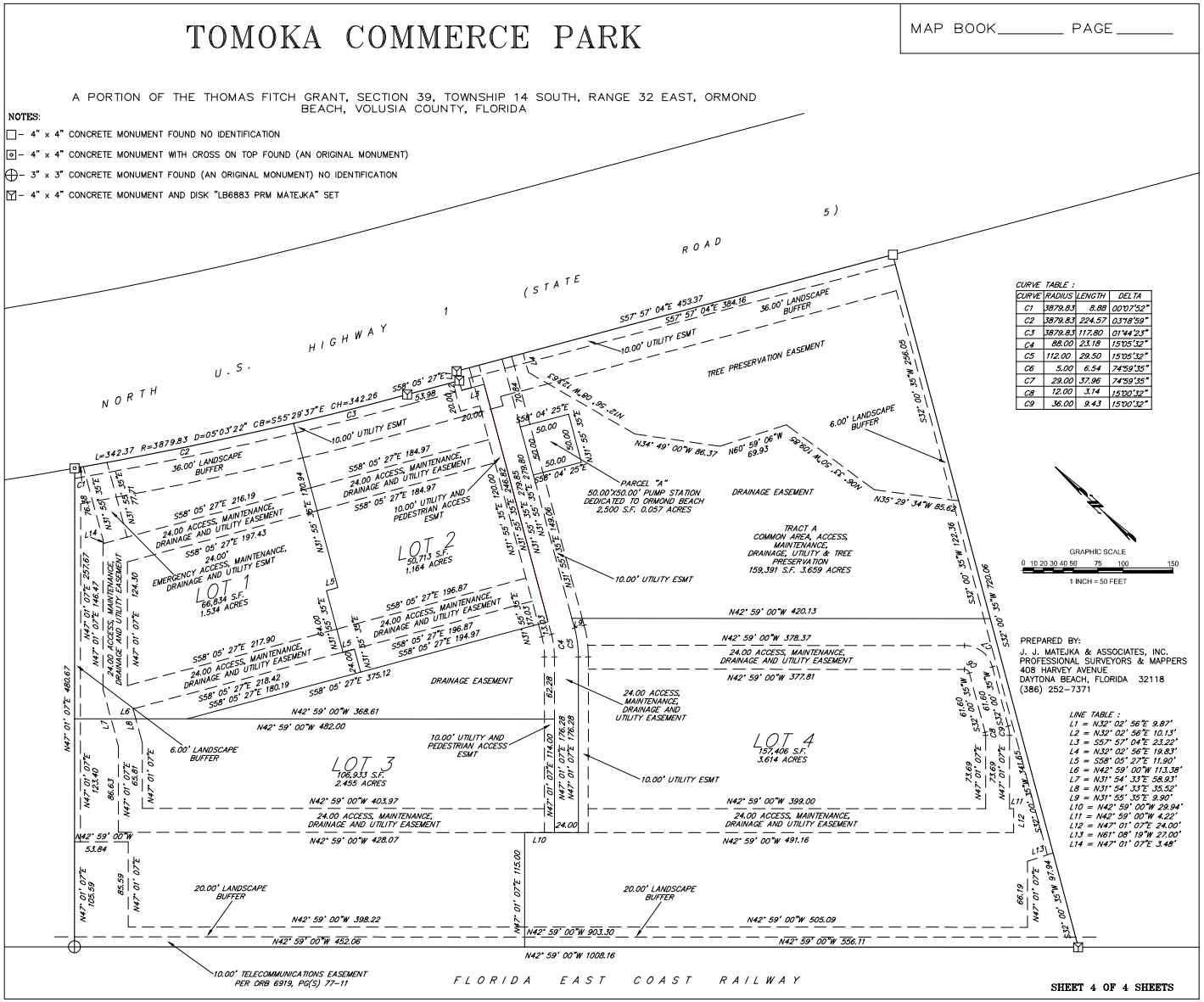
TOMOKA COMMERCE PARK

MAP BOOK_____ PAGE_____

A PORTION OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

NOTES:

- □ – 4" x 4" CONCRETE MONUMENT FOUND NO IDENTIFICATION
- ⊡ – 4" x 4" CONCRETE MONUMENT WITH CROSS ON TOP FOUND (AN ORIGINAL MONUMENT)
- ⊕ – 3" x 3" CONCRETE MONUMENT FOUND (AN ORIGINAL MONUMENT) NO IDENTIFICATION
- ⊠ – 4" x 4" CONCRETE MONUMENT AND DISK "LB6883 PRM MATEJKA" SET



CURVE TABLE :

CURVE	RADIUS	LENGTH	DELTA
C1	3879.83	8.88	00°07'52"
C2	3879.83	224.57	03°18'59"
C3	3879.83	117.80	01°44'23"
C4	88.00	23.18	15°05'32"
C5	112.00	29.50	15°05'32"
C6	5.00	6.54	74°59'35"
C7	29.00	37.96	74°59'35"
C8	12.00	3.14	15°00'32"
C9	36.00	9.43	15°00'32"

PREPARED BY:
J. J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386) 252-7371

LINE TABLE :
L1 = N.32° 02' 56"E. 9.87'
L2 = N.32° 02' 56"E 10.13'
L3 = S57° 57' 04"E 23.22'
L4 = N.32° 02' 56"E 19.83'
L5 = S58° 05' 27"E 11.90'
L6 = N42° 59' 00"W 113.38'
L7 = N31° 54' 33"E 58.83'
L8 = N31° 54' 33"E 35.52'
L9 = N31° 55' 35"E 9.90'
L10 = N42° 59' 00"W 29.94'
L11 = N42° 59' 00"W 4.22'
L12 = N47° 01' 07"E 24.00'
L13 = N61° 08' 19"W 27.00'
L14 = N47° 01' 07"E 3.48'

SHEET 4 OF 4 SHEETS

ATTACHMENT 7

Planned Business Development Information

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

Mr. Steven Spraker, AICP
Planning Director
The City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, Florida 32175

November 21, 2025

Re: TOMOKA COMMERCE PARK
Neighborhood Meeting Summary

Dear Steven:

A neighborhood meeting was held Wednesday, November 12, 2025, at 6:00 pm at Hampton Inn Daytona / Ormond Beach at 155 Interchange Blvd., Ormond Beach, Florida 32174. Attached is a copy of the sign in sheet as well as the PowerPoint presentation.

Below are the minutes of the meeting.

There were approximately 35 attendees.

Parker Mynchenberg introduced the developer, Scott Vanacore, his wife Tracy Vanacore, and the PMA Design Team. Parker then presented the project showing the Power Point of the proposed project including an overall site plan rendering, a slide of the historic “Root Commerce Park”, expired PUD, and rendering of the proposed site signage and proposed building elevations. Parker also explained the PBD rezoning process from staff review, to Neighborhood Meeting, to Planning Board, and then to City Commission. FDOT and St Johns permitting was discussed. After the presentation, the meeting was open to questions related to the proposed 12.483-acre stie. Below is a summary of concerns, questions and responses:

- Flooding Concerns: Concern was expressed regarding flooding within the city. Discussion occurred regarding whether this development would cause additional flooding in the city. Drainage design meets City, FDOT, and St. Johns requirements.
- Wetland Concerns: Wetland impacts are permitted per St Johns requirements. St Johns permit has been issued.
- Tree Preservation: meets City Landscape Code.
- Traffic: Items discussed included site access, improvements within the North U.S. Highway 1 roadway, and the project’s proportionate fair share agreement for traffic impacts. Parker answered with details of correspondence with FDOT and the Traffic Engineer and discussed U.S. 1 access requirements, site rendering, and turn lane requirements.
- Endangered Species Questions: Regarding gopher tortoise impacts, habitat loss, and impacts on bears was discussed. Parker referenced Joe Young’s, Biological Consulting Services, Inc., environmental report. No gopher tortoises were encountered onsite.

- Questions on Needs Assessment: There was a discussion about whether a needs assessment had been conducted and whether these uses were necessary. Scott Vanacore answered with project will provide restaurant and small business employment opportunities.
- Zoning: There was a discussion on why the rezoning was needed. Questions on zoning were clarified by Steven Spraker.
- Uses: Discussion occurred regarding the proposed uses. There were questions on the industrial uses and how certain uses would be prohibited.
- Wetland question and FEMA question answered by Parker. Explained the difference between FEMA AE flood zone and a jurisdictional wetland.
- Question on a retention pond and where the stormwater outfall is located. Parker and Steven Buswell answered how stormwater runoff is retained on site, pre-development peak discharge runoff is less than 25-yr post development peak rate discharge.
- Question on bottle clean up, Scott answered question that it has been cleaned.
- Question on Stormwater borings vs structural borings. Parker answered on process and timeline of structural borings to occur at building permit.
- Stormwater question on copper and nutrients, answered by Steven Buswell, P.E. with the specific criteria.
- The abutting property requested that the project coordinate development to allow access to their property, which has wetlands along the road frontage.
- Concern over the loss of green space. Parker indicated 15% of site required to be tree'd 20% provided.
- A discussion of the interface of the rear of the project with the railroad tracks, with residential located further to the west. The project team detailed that the buildings had limited access to the rear and that no noise-creating activities would occur in the rear portion of the property.

  End of questions at 7:06 pm.
  Meeting adjourned.

If any additional information is required, please contact me at (386) 677-6891.

Yours truly,

Parker Mynchenberg, P.E., R.L.A.

PM/af

Enclosures

cc: Mr. Scott Vanacore

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

August 27, 2025

Mr. Steven Spraker, AICP
Planning Director
The City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, Florida 32174

Re: TOMOKA COMMERCE PARK PBD
Project Description

Dear Steven:

Tomoka Commerce Park is located on the west side of US Highway 1, north of the Nova Road intersection.

The site area is 12.483 acres and is being subdivided into four (4) fee simple lots and a property owner's association maintained common area Tract "A".

Stormwater management treatment is dry retention pond with under drains in common area Tract "A" and will be maintained by the Tomoka Commerce Park Property Owners Association. The St. Johns River Water Management District has recently issued an ERP permit for the property. The drainage design meets St. Johns Nutrient Removal requirements.

Access is provided per FDOT requirements with a south entrance only driveway and a north exit only driveway and access easements over driving lane in Lots 1, 2, 3 and 4 and Tract A.

The US-1 frontage is screened by a minimum 36' wide natural vegetation greenbelt buffer that includes a 1.061 acre existing wetland / upland buffer tree preservation / natural area, south of the entrance only driveway. The west side rear buffer adjacent to the railroad tracks includes a 20-foot natural buffer of existing trees and vegetation and a planted continuous hedge at the back of (west side) of the Lot 3 and 4 buildings. The north and south property line includes 6 ft buffers that include existing vegetation and planted native species.

Utilities to the four (4) subdivision lots are provided by the City of Ormond Beach. A City of Ormond Beach lift station will be constructed to City standards and dedicated to the City of Ormond Beach on a 50' x 50' lift station parcel.

City of Ormond Beach reuse irrigation is available to the site and will be extended from the east side of US-1 west to the proposed four (4) lots. All site irrigation will be provided / irrigated by City reuse.

Potable water to the site will be provided by tapping a City of Ormond Beach existing public 12" water main in US-1 right-of-way and extending a 10" public water main for fire protection and extend a 4" potable water main to provide potable water to Lots 1, 2, 3 and 4.

The architectural style is Neo-Eclectic and includes Façade articulation, primary exterior materials, earth-toned color palette, parapet roof treatments and architectural screening of rooftop mechanical equipment.

Lot 1, 1.535 acres, and Lot 2, 1.164 acres, are each designed with a one (1) story 9,829± sf multi-tenant building that includes a variety of commercial uses and abuts US-1. Tenant space includes the possibility of two (2) restaurants with outside seating.

Lot 3, 2.455 acres, and Lot 4, 3.614 acres, are located on the west side of the site adjacent to the railroad tracks and are one (1) story office / warehouse / storage / light manufacturing buildings with multiple tenants. Fronts of buildings provide pedestrian and garage door access.

There are two (2) healthy historic trees on site that will remain. There is one (1) diseased historic tree that will be removed. There are 53 existing on-site specimen trees to remain. This meets the new City landscape code specimen tree retention requirements.

There are four (4) maximum 8-ft tall 64-sf monument signs proposed. One (1) at US-1 with 8 tenant panels and three (3) interior informational 8-ft 64-sf monument signs also with 8 panels. The maximum height of the US-1 monument sign is 8-ft above the crown of road US-1.

The initial phase of project construction will include maintaining the existing vegetation in the front US-1 36' greenbelt buffer, landscaping, and construction of the US-1 parking field and driveway connection to the exit only. The master stormwater excavated treatment system will be installed and the lots filled with the initial Phase 1 construction.

Should you have any questions or need additional information, please contact me at (386) 677-6891.

Yours truly,

Parker Mynchenberg, P.E., R.L.A.

PM/na

Enclosures

cc: Mr. Scott Vanacore

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

August 27, 2025

Mr. Steven Spraker, AICP
Planning Director
City of Ormond Beach Planning Department
22 South Beach Street, Room 104
Ormond Beach, Florida 32175

Re: TOMOKA COMMERCE PARK - PBD
Waivers and Benefits Letter

Dear Steven:

Below are the waivers we are requesting from the City's Land Development Code (LDC) for the Tomoka Commerce Park PBD and benefits of the proposed planned development. Waivers and Benefits are as follows:

Waivers

Waiver from LDC Section 3-05(c)(10) and Section 3-05(c)(16)
We are requesting a waiver from LDC Section 3-05(c)(10) and LDC Section 3-05(c)(16) to delete one (1) building foundation planting requirement on Lot 3 and Lot 4 buildings. These areas are screened at the west property line by a 20-foot perimeter natural vegetation landscape buffer and a continuous hedge adjacent to the railroad tracks. On the east side of Lot 3 and Lot 4 by a continuous hedge and landscape next to interior stormwater retention areas. The internal driving lanes access garage and pedestrian doors along Lot 3 and 4 building frontages. Landscape end rows are provided between unit parking stalls and unit garages to provide landscape to the building front entrances, due to building pedestrian doorways and garage access.

Waiver from LDC Section 4
We are requesting a waiver from LDC Section 4 to delete lot interior perimeter landscape buffer requirements between lots in the subdivision. Lot 1 and Lot 2 share a lot line that includes driving lanes, parking, loading zone, and optional outside restaurant seating. Exterior perimeter buffers are proposed at project perimeter at Lot 1 and 3 and Lot 2 and 3 include a continuous hedge and abut common area stormwater dry retention areas with proposed trees. The Lot 3 and 4 interior lot line abut tract "A" common area and include a 2-way driveway, sidewalk, parking, and loading zones.

Benefits

The Tomoka Commerce Park PBD will have numerous benefits to the community which include convenient shopping, restaurants, office, manufacturing, light industrial, and inside boat / RV storage. The project will reduce drive time for a number of nearby residences to various commercial businesses. The currently vacant parcel improvements will support the City of Ormond Beach tax base and will pay water sewer impact fees and usage fees. The development will also provide employment / jobs for Ormond Beach residents.

The project preserves a minimum 36' natural vegetation greenbelt buffer next to US-1 and provides a 1.061 wetland/tree preservation area adjacent to US-1, south of the entrance only driveway. The FDOT / US-1 improvements provide south bound US-1 with a U-turn opportunity north of Nova Road, as Nova Road intersection does not allow south bound U-turns.

Lastly the dry retention master stormwater treatment system has filtration under drains that provide stormwater discharge nutrient removal prior to overflow discharge into the FDOT US-1 right-of-way.

Yours truly,

Parker Mynchenberg, P.E., R.L.A

PM/na

Enclosures

cc: Mr. Scott Vanacore

NATIVE FLORIDA LANDSCAPES, LLC

Environmental & Vegetation Consulting
P.O. Box 1376, St. Augustine, FL 32085
386-235-0404 – donaldjspence@gmail.com

February 7, 2025

Scott Vanacore
1451 N. US Hwy 1 Ste 13
Ormond Beach, FL 32174

Subj: Historic Tree Reviews

Dear Mr. Vanacore,

On January 31, 2025, I completed a review of the historic trees on the Tomoka Commerce site on US 1 in Ormond Beach, parcel 324200000280, Figure 1. From the survey documents provided, I walked the entire site and evaluated each of the historic trees and rechecked the diameters (DBH) of any tree that had a size listed that was near the historic size designation, which for the City of Ormond Beach is 36 diameter inches for live oak trees (*Quercus virginiana*).

In Table 1, I have provided data on the trees that the survey noted as having a diameter of 36 inches or larger. Of the seven trees the surveyors noted as being 36 diameter inches or larger, only five of the trees are live oak trees (*Quercus virginiana*), the other two trees are laurel oak trees (*Quercus laurifolia*). The laurel oak trees numbers 2 and 3 as noted in Figure 2. Of the historic live oaks, Tree Number 1 is just off site on the north property boundary. Tree 5 is a live oak with a thinning canopy and appears to have a lack of vigor, but the tree is currently in fair condition, Figure 3. Historic Trees 6 and 7 are both healthy.

Tree 4 is a 36 diameter inch live oak that has a fungal condition called bark heterotrophy, see Figure 3. This disease is not well described but it is common and is usually associated with trees in decline. This disease is most prevalent on older live oaks it is a chronic condition that

slowly wears down a tree's health. There are no cures or treatments for this disease and a thinning canopy is a symptom of decline that is more than likely to progress and further reduce the vigor of the tree. This tree is alive but the pathogen that causes this condition has weakened the tree, Figure 4.

If you have any questions regarding the report, please do not hesitate to call me.

Respectfully,

Don Spence, Ph.D.

Plant Pathologist
Board Certified Master Arborist; No. FL-1341B

Native Florida Landscapes, LLC is owned by Don Spence, Ph.D. who has over 24 years of experience. Dr. Spence has a doctorate in Plant Pathology from the University of Florida, is a Board Certified Master Arborist, and has earned the Tree Risk Assessment Qualification (TRAQ). The information provided in this report is based on professional experience and Dr. Spence's formal education in plant health and diseases. Native Florida Landscapes, LLC is licensed and insured.

Table 1 – List of large trees on the Tomoka Commerce site, Ormond Beach, FL.

Tree No.	Species	Common name	DBH	Comments
1	Quercus virginiana	Live oak	37	This healthy live oak is on the northern property line.
2	Quercus laurifolia	Laurel oak	37	This is not a historic tree, it is a laurel oak.
3	Quercus laurifolia	Laurel oak	36	This is not a historic tree, it is a laurel oak.
4	Quercus virginiana	Live oak	37	See comments in the report, the tree is alive but has a non-curable fungal infection that has reduced the vigor of the tree.
5	Quercus virginiana	Live oak	37	The historic tree is generally healthy however the canopy is thin and there appears to have a lack of vigor.
6	Quercus virginiana	Live oak	36	This historic tree is healthy.
7	Quercus virginiana	Live oak	37	This historic tree is healthy.

NATIVE FLORIDA LANDSCAPES, LLC

Environmental & Vegetation Consulting
P.O Box 1376, St. Augustine, FL 32085
386-235-0404 ✿ donaldjspence@gmail.com

March 24, 2025

Scott Vanacore
1451 N US Hwy 1, Ste 13
Ormond Beach, FL 32174

Subj: Updated Historic Tree Assessment, Tomoka Commerce

Dear Mr. Vanacore,

I made an initial assessment of Historic Tree #5 in November of 2024 (Figure 1), and have evaluated this tree three additional times due to the tree's thin canopy. Over the past four months, I have advocated for a wait and see approach before I make my final assessment of this tree's health. Oak trees across the region have been naturally thin as they have shed old leaves and produced new flowers and leaves. I revisited the tree on March 24, 2025, and have come to the conclusion that the tree is in a state of decline. The tree has had a lack of leaves since my initial observation in 2024. Below, in Photos 1 – 4, I have provided pictures of the tree's canopy as I observed it on March 24, 2025. If this tree was healthy, it would be producing flowers and leaves, however, it is not. There are no signs of disease or damage, but this tree is clearly not showing any signs of growth. It is my determination that this tree is in a state of decline with no signs of growth.

If you have any questions, feel free to contact me.

Respectfully,

Don Spence, Ph.D.

Plant Pathologist
Board Certified Master Arborist; No. FL-1341B

Photos 1 – 4, Canopy of Historic Tree No. 5, Tomoka Commerce Site, Ormond Beach, FL.

Photo 1 – The red circle is highlighting the lack of leaves on the historic tree. The oaks surrounding the tree all have flushed a new set of leaves.

Photo 2 – Another part of Historic Tree #5's canopy. There are no leaves present on these branches.

Photo 3 - Lack of leaves on Historic Tree #5.

Photo 4 – None of the scaffolding branches and tertiary limbs are producing leaves.

Figure 1

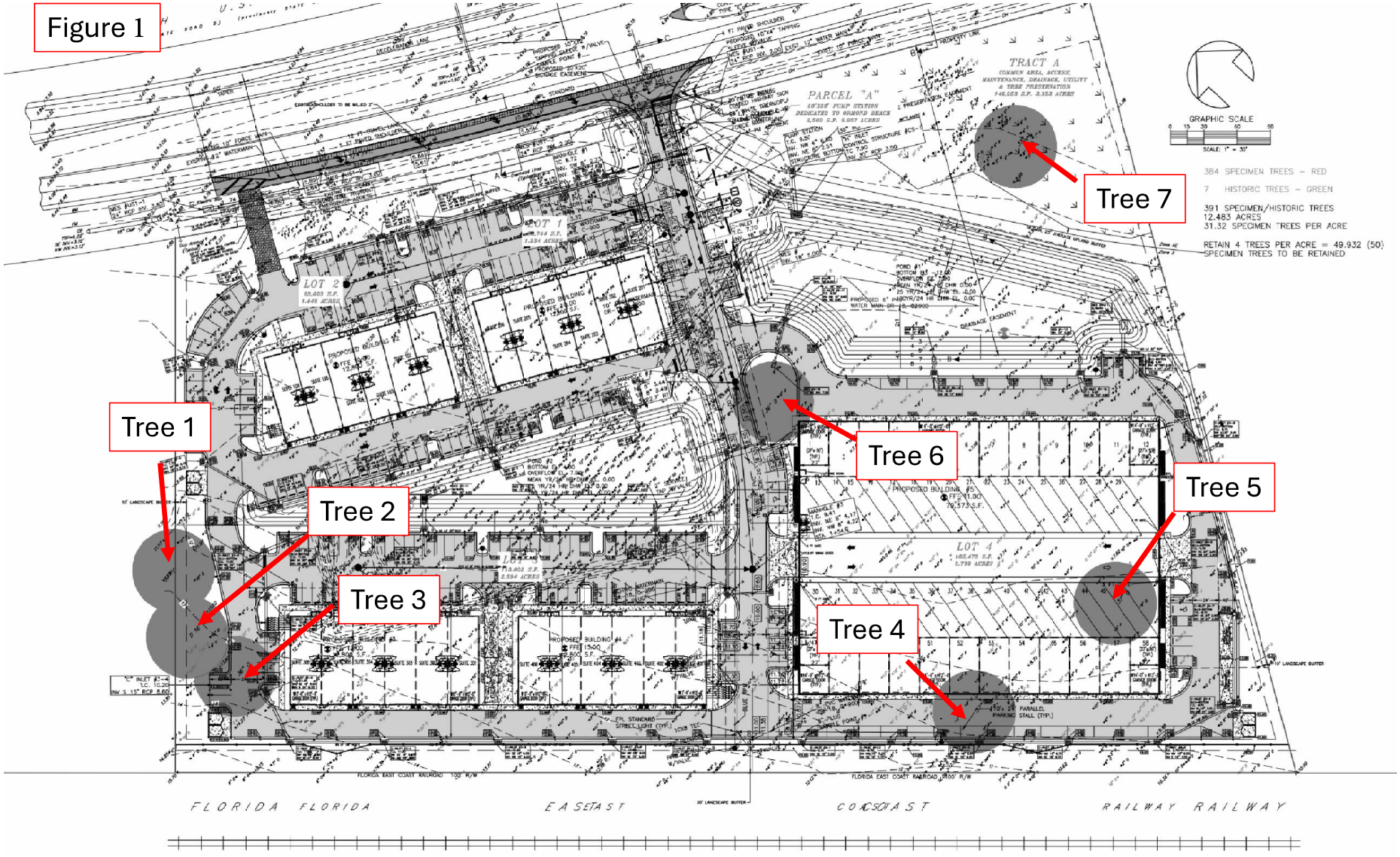
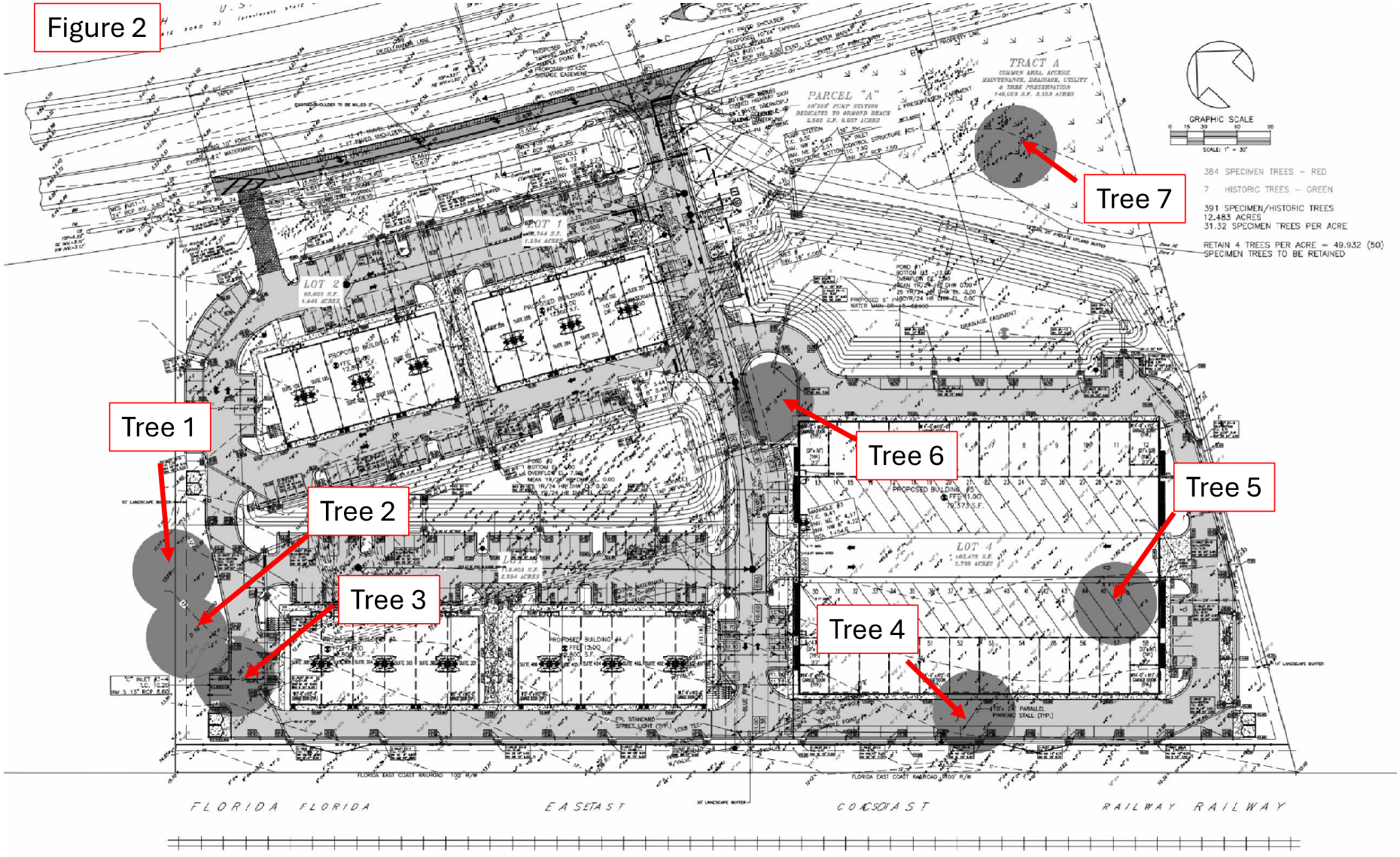

Tree 1
Tree 2
Tree 3
Tree 4
Tree 5
Tree 6
Tree 7
TRACT A
PARCEL "A"
LOT 1
LOT 2
LOT 4
PROPOSED BUILDING #1
PROPOSED BUILDING #2
PROPOSED BUILDING #3
PROPOSED BUILDING #4
PROPOSED BUILDING #5
GRAPHIC SCALE
384 SPECIMEN TREES – RED
7 HISTORIC TREES – GREEN
391 SPECIMEN/HISTORIC TREES
12.483 ACRES
31.32 SPECIMEN TREES PER ACRE
RETAIN 4 TREES PER ACRE = 49.932 (50)
SPECIMEN TREES TO BE RETAINED
FLORIDA EAST COAST RAILWAY
FLORIDA EAST COAST RAILWAY

Figure 2


Tree 1
Tree 2
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RETAIN 4 TREES PER ACRE = 49.932 (50)
SPECIMEN TREES TO BE RETAINED
FLORIDA EAST COAST RAILWAY
FLORIDA EAST COAST RAILWAY

Figure 1– Site Location, Ormond Beach, FL.

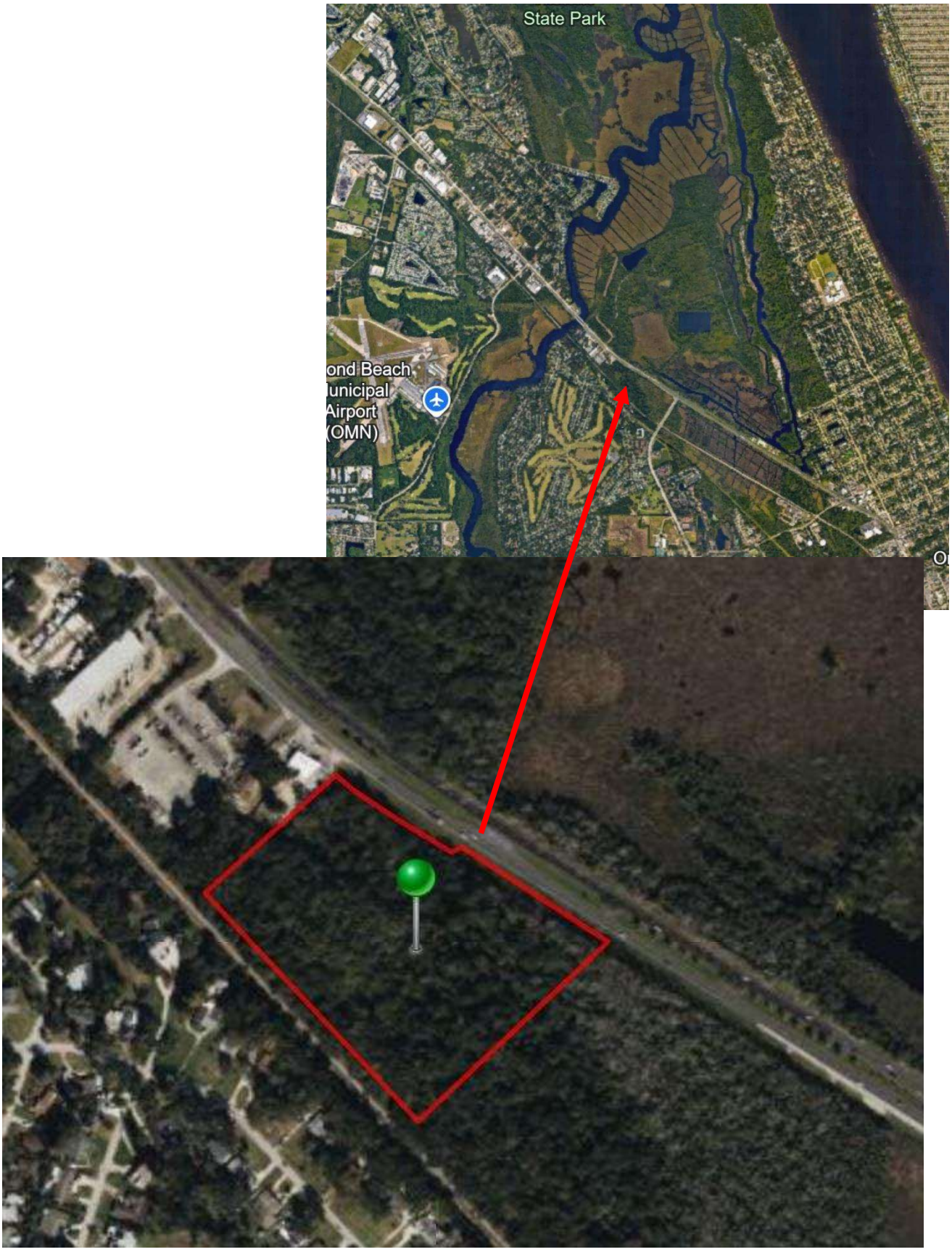
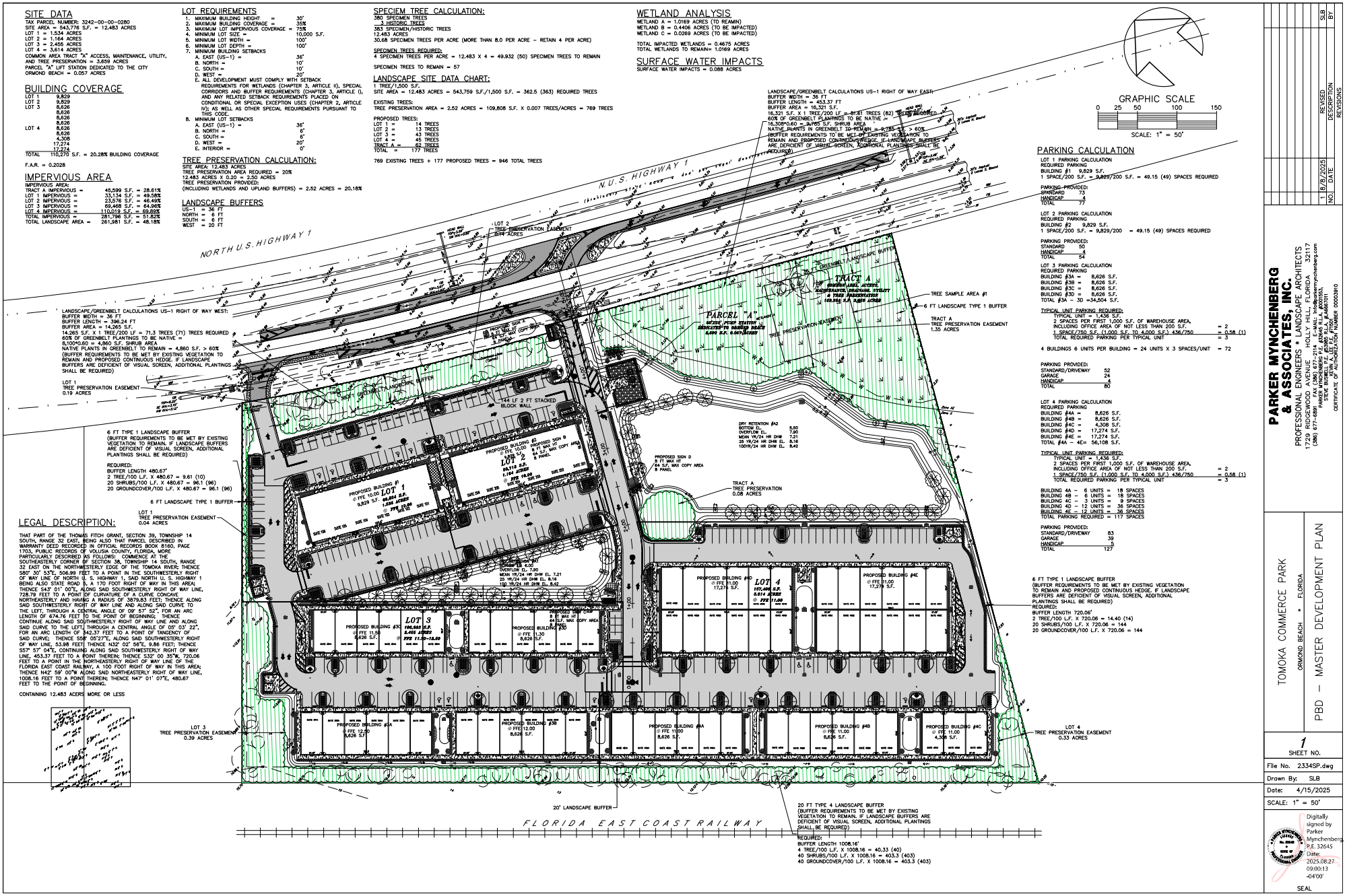


Figure 3 – Tree 5

Figure 4 – Tree 4

Bark heterotrophy

Asymmetrical canopy



PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 R.L.A. #6667003
PETER BUCHHOLZ, P.E. #85805 R.L.A. #6667003
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	8/8/2025	REVISED	SLB

TOMOKA COMMERCE PARK
ORMOND BEACH * FLORIDA
PBD – MASTER DEVELOPMENT PLAN

1 SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 50'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:00:13 -04'00'

SEAL

GRAPHIC SCALE
0 20 40 80 120
SCALE: 1" = 40'

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE - HOLLY HILL, FLORIDA 32117
(386) 677-6891 - FAX (386) 677-2114 - E-MAIL: info@pakenvmynchenberg.com
PARKER MYNCHENBERG, P.E. #32645
KEVIN A. BEST, P.E. #70101
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK
ORMOND BEACH * FLORIDA
RENDERING

1
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 40'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:01:11 -04'00'
SEAL

Davenport Consulting Group
architecture · design · planning

Mr. Steven Spraker, AICP
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

April 28, 2025

Re: Tomoka Commerce – Establishment of Exterior Design Style

Dear Mr. Spraker,

On behalf of the development and design team for the Tomoka Commerce project in Ormond Beach, Florida, I am writing to establish the architectural design approach for the project, consistent with Chapter 3, Article VI – Architectural Design Standards of the City's Land Development Code.

Our firm has been engaged to provide architectural design services for the Tomoka Commerce development. In coordination with Parker Mynchenburg and Associates, the project's civil engineer, we have worked to ensure the design aligns with the City's standards while complementing the surrounding built environment.

The architectural design for Tomoka Commerce has been developed with the **Neo-Eclectic** architectural style in mind, consistent with Section 3-73 of the Land Development Code. This style supports clean, modern forms with flexible massing, material variety, and simplicity of detailing, aligning with the City's goals for quality and compatibility.

The exterior design incorporates the following key elements:

- **Façade articulation** through material transitions, reveals, and storefront variations, consistent with Section 3-74.
- **Primary exterior materials** including stucco finishes, architectural metal accents, and aluminum storefront glazing, in accordance with Section 3-75.
- **Earth-toned color palette** with selective use of muted accent colors to maintain visual harmony with the surrounding area.
- **Parapet roof treatments** with horizontal modulation to vary rooflines and break down the overall building mass, addressing Section 3-76.
- **Architectural screening** of rooftop mechanical equipment per the requirements of Section 3-78.

This design approach carefully balances architectural quality, context sensitivity, and long-term durability, reflecting the City's objectives for new commercial development.
Enclosed with this letter are architectural conceptual renderings illustrating the proposed exterior design for Tomoka Commerce. We respectfully submit this information for your review and approval.

Thank you for your time and continued collaboration. We look forward to advancing this project together.

Sincerely,

Sean Palmer, AIA, NCARB
Architect & Vice President | Davenport Consulting Group

112 Orange Avenue, Suite 204 • Daytona Beach, FL 32114
www.davenportconsultinggroup.com • (386) 265-5557 • Florida Architect License AR 97249

1 FLOOR PLAN
3/16" = 1'-0"

TOMOKA / ORMOND COMMERCE PARK| BLDG # 1 & BLDG # 2 CONCEPTUAL FLOOR PLAN

24 JULY 2025 |

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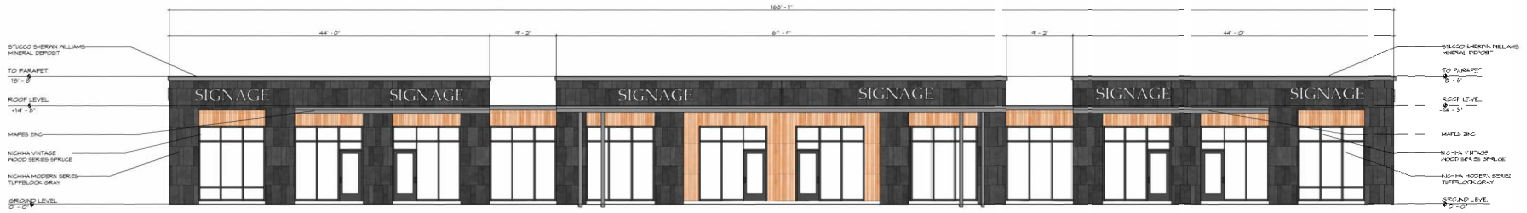
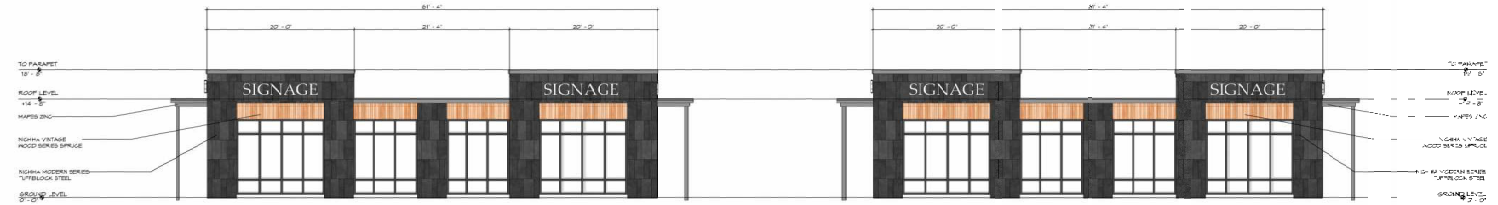
Davenport Consulting Group
architecture • design • planning



1 FRONT ELEVATION
1/8" = 1'-0"

2 BACK ELEVATION
1/8" = 1'-0"



3 LEFT ELEVATION
1/8" = 1'-0"

4 RIGHT ELEVATION
1/8" = 1'-0"

NICHIHA VINTAGE WOOD SERIES SPRUCE
LRV : 52
PERCENTAGE OF USE: 18.36%

NICHIHA MODERN SERIES TUFFBLOCK STEEL
LRV : 8.24
PERCENTAGE OF USE: 71.06%

MAPES ZINC
LRV : N/A
PERCENTAGE OF USE: 4.94%

SHERWIN WILLIAMS SW 7652 MINERAL DEPOST
LRV : 45
PERCENTAGE OF USE: 5.63%

TOMOKA / ORMOND COMMERCE PARK| BLDG#1 & BLDG #2 CONCEPTUAL ELEVATION

24 July 2025 |

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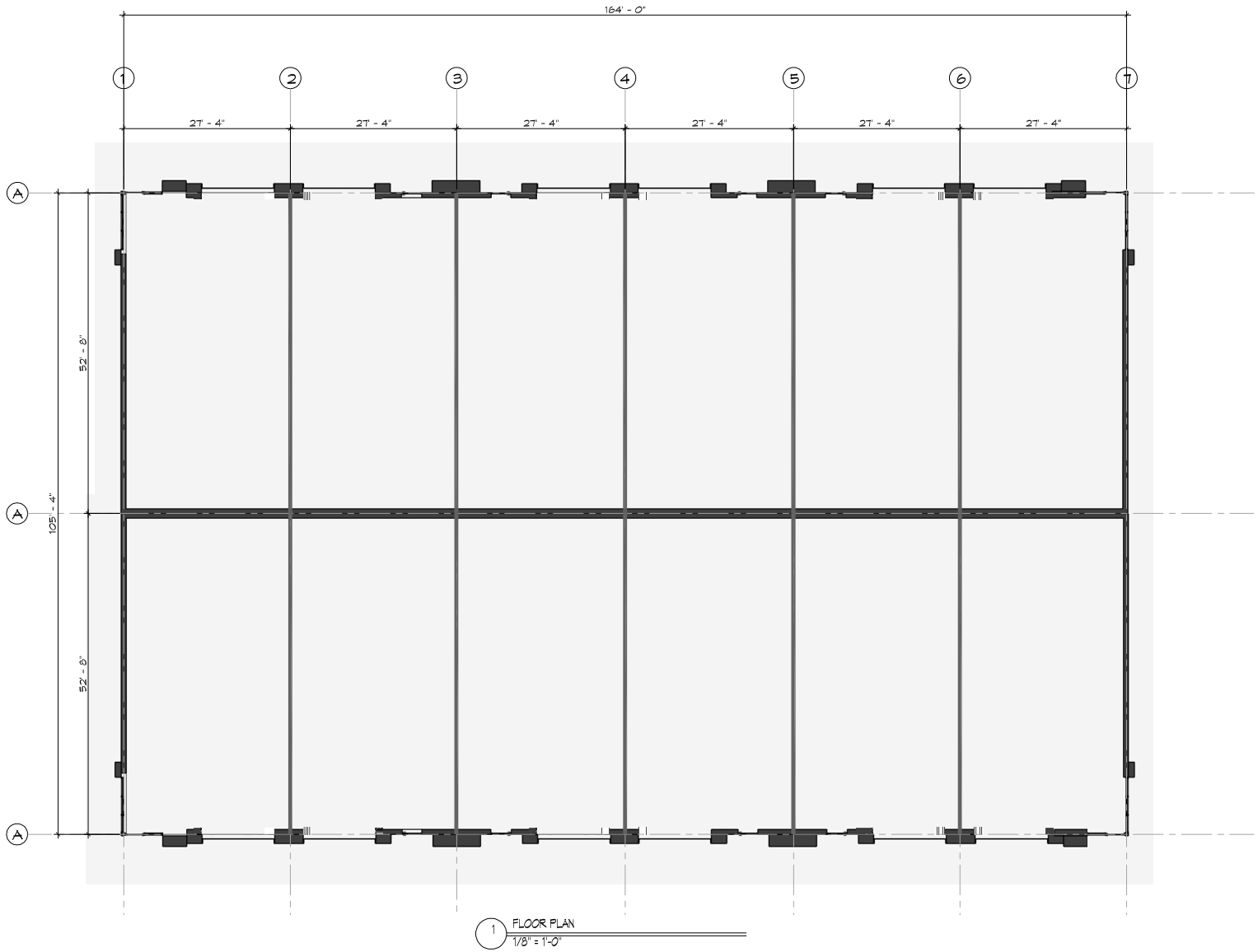

TOMOKA / ORMOND COMMERCE PARK| BLDG # 4E & BLDG # 4D CONCEPTUAL FLOOR PLAN

8 May 2025 |

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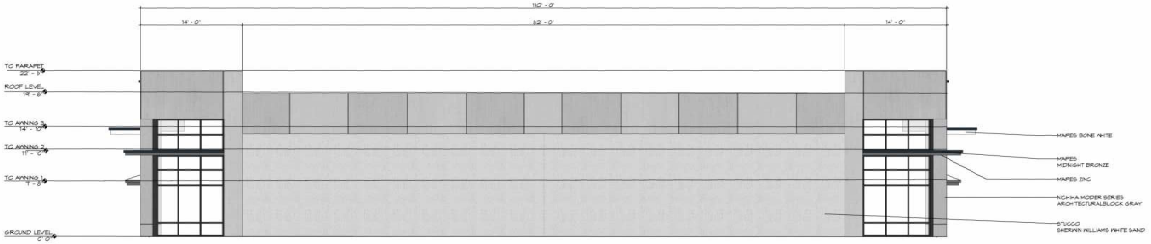
1 FRONT ELEVATION
1/8" = 1'-0"

2 BACK ELEVATION
1/8" = 1'-0"



3 LEFT & RIGHT ELEVATION
1/8" = 1'-0"

NICHIHA VINTAGE WOOD SERIES SPRUCE
LRV : 52
PERCENTAGE OF USE: 7.66%

MAPES BONE WHITE
LRV : N/A
PERCENTAGE OF USE: 1.35%

NICHIHA MODERN SERIES ARCHITECTURALBLOCK GRAY
LRV : 52
PERCENTAGE OF USE: 28.64%

SHERWIN WILLIAMS SW 9582 WHITE SAND
LRV : 84
PERCENTAGE OF USE: 59.30%

MAPES ZINC
LRV : N/A
PERCENTAGE OF USE: 0.49%

SHERWIN WILLIAMS SW 7625 MOUNT ETNA
LRV : 6
PERCENTAGE OF USE: 0.90%

MAPES MIDNIGHT BRONZE
LRV : N/A
PERCENTAGE OF USE: 1.36%

TOMOKA / ORMOND COMMERCE PARK | BLDG #4E & 4D CONCEPTUAL ELEVATION

24 JULY 2025 |

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Davenport Consulting Group
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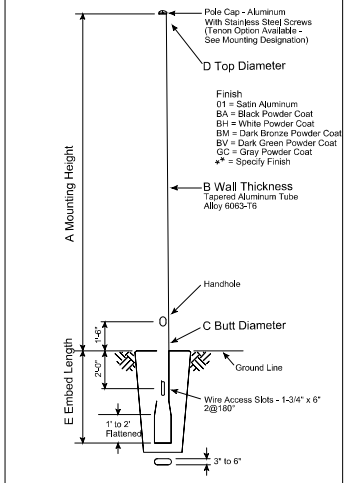
RTA

Round Tapered Aluminum Pole
No Arm — Direct Buried



WARNING:
Do not install light pole without luminaire.

Satin Aluminum or Powder Coated
Finish per Customer Specification.

A Mtg. Ht	B Wall Thickness	C Butt Dia	Total Lum. Weight	Maximum EPA (sq ft) 90	100	110	120	130	Cat. Number	Catalog Number
25	0.156"	7	100	16.0	12.2	11.2	9.0	7.4	50-064	RTA25C7BE-**

C Butt Dia	D Top Dia.	E Embed
7	4.5	5

C and D Dimensions in Inches

Customer Name:		
Project:	Location:	
Notes:		Quantity:

RTA25C7BE
Catalog Number — Finish

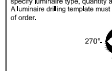
Pole
The pole shaft will be constructed of seamless extruded tube of 6063 Aluminum Alloy per the requirements of ASTM B221. The shaft assembly shall be full-length heat treated to produce a T6 temper.

Handhole
Reinforced, 4" x 6" curved Cast Aluminum Frame (Alloy 356-T6) with Aluminum Door and two (2) SS Hex Head Screws. Reinforced Frame will contain a tapped 3/8"-16NC Grounding Provision.

Embed Detail
Direct Buried Pole
bottom section on 6"+ butt diameter poles will be partially flattened into an anti-rotational, oval cross section. Wire access will be provided 24" below ground line. Soil conditions vary by site. Foundation requirements should be determined by a qualified Structural Engineer with knowledge of jobsite soil conditions.

Vibration Damper
When determined necessary by Hapco, a Vibration Damper will be factory-installed inside the pole shaft. Customer specification of the damper is available.

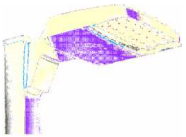
Mounting Designation
Side Drill Mount - For Side Drill Mount applications specify luminaire type, quantity and orientation. A Luminaire drilling template must be supplied at time of order.



Tenon Mount - Welded or Spun
For Tenon Mount applications specify both Tenon diameter (2.375", 2.875", 3.5", etc.) and length (3", 4", etc.). Tenon style is factory option. Welded Tenon can be specified.
Welded Tenon Spun Tenon

EPA Notes: Effective Projected Area (EPA) in square feet. EPA's calculated using wind velocity (mph) indicated in accordance with 2009 AASHTO LTS-5 using a 25 year design life. Maximum EPA is based on the luminaire weight shown. Increased luminaire weight may reduce the maximum EPA. If weight is exceeded, or if other design life or code is required, please consult the factory.

Hapco
28252 Hillman Highway
Abingdon, VA 24210
800.368.7171
www.hapco.com



RSX1 LED
Area Luminaire

Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

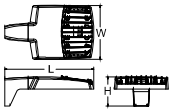
Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX1 delivers 7,000 to 17,000 lumens allowing it to replace 70W to 400W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Specifications

EPA (ft2@0°): 0.57 ft2 (0.05 m2)
Length: 21.8" (55.4 cm) (SPA mount)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body, 7.2" (18.4 cm) Arm
Weight (SPA mount): 22.0 lbs (10.0 kg)



design select

Items marked ~~by a shaded~~ background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect. *See ordering tree for details

Design Select options indicated by this color background.

Ordering Information

EXAMPLE: RSX1 LED P4 40K R3 MVOLT SPA DDBXD

RSX1 LED

Series	Performance Package	Color Temperature	Distribution		Voltage		Mounting	
RSX1 LED	P1	30K 3000K	R2	Type 2 Wide	MVOLT (120V-277V)		SPA	Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°)
	P2	40K 4000K	R3	Type 3 Wide	HVOLT (347V-480V)		RPA	Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia RND pole for 1 at 90°, 2 at 180°, 3 at 120°)
	P3	50K 5000K	R3S	Type 3 Short	XVOLT (277V-480V) (use specific voltage options as noted)		MA	Mast arm adaptor (fits 2-3/8" OD horizontal tenon)
	P4		R4	Type 4 Wide			IS	Adjustable slipfitter (fits 2-3/8" OD tenon)
			R4S	Type 4 Short	120	277	WBA	Wall bracket
			R5	Type 5 Wide	208	347	WBASC	Wall bracket with surface conduit box
			R5S	Type 5 Short	240	480	AASP	Adjustable tilt arm square pole mounting
			AFR	Automotive Front Row			AARP	Adjustable tilt arm round pole mounting
			AFRR	Automotive Front Row Right Rotated			AAWB	Adjustable tilt arm with wall bracket
			AFRL90	Automotive Front Row Left Rotated			AAWSC	Adjustable tilt arm wall bracket and surface conduit box

Options

Shipped Installed
HS House-side shield
PE Photocontrol, button style
PER7 Seven-wire twist-lock receptacle only
SF Single fuse (120, 277, 347)
DF Double fuse (208, 240, 480)
SPD20KV 20KV Surge pack (10KV standard)
FAO Field adjustable output
DMG 0-10V dimming extend out back of housing for control (control ordered separate)

Shipped Installed
*Standalone and Networked Sensors/Controls (factory default settings)
NLTAIR2 PIRHNLight AIR generation 2, with Networked, Bi-Level motion/ambient sensor
BAA Buy America Act and/or Build America Buy America Qualified
CCE Coastal Construction15
*Note: NLTAIR2 PIRHN with nLight Air can be used as a standalone or networked solution. Sensor coverage pattern is affected when luminaire is tilted.

Shipped Separately (requires some field assembly)
EGS External glare shield
EGFV External glare full visor (360° around light aperture)
BS Bird spikes

Finish

DDBXD Dark Bronze
DBLXD Black
DNAXD Natural Aluminum
DWHXD White
DDBTXD Textured Dark Bronze
DBLBXD Textured Black
DNATXD Textured Natural Aluminum
DWHGXD Textured White

LITHONIA LIGHTING
COMMERCIAL OUTDOOR
One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.acuitybrands.com

© 2018-2020 Acuity Brands Lighting, Inc. All rights reserved.

POLE LIGHT CUT SHEETS

REVISIONS

DATE	DESCRIPTION
6-18-25	NO CHANGE

Tomoka Commerce
Site Photometrics
for 890 N. U.S. 1 LLC
890 N. U.S. Highway 1, Ormond Beach

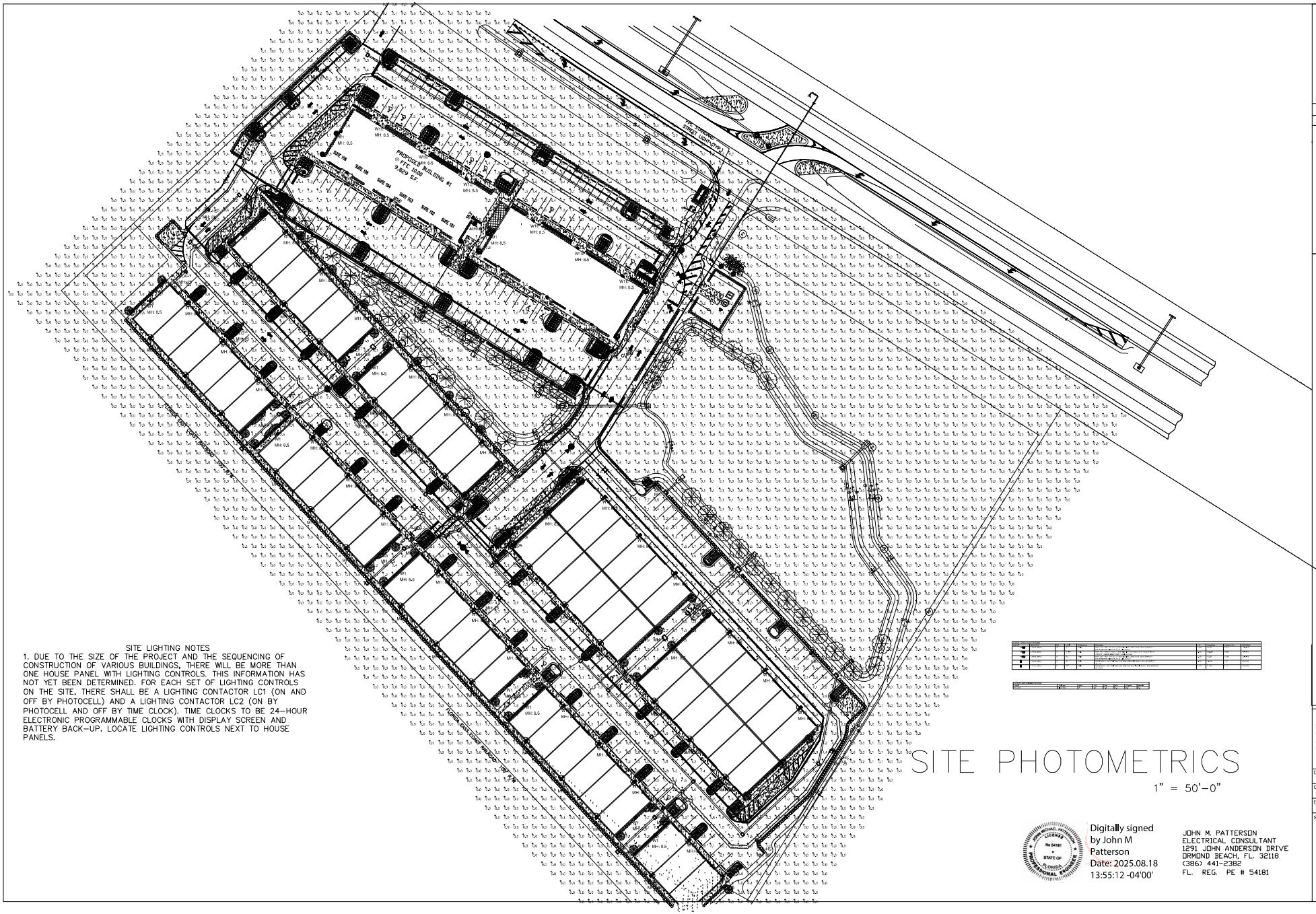
THE USE OF THIS DESIGN AND ALL INFORMATION PROVIDED IN THIS DOCUMENT FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF JOHN M. PATTERSON, ENGINEER.

ONLY COPIES OF THIS DOCUMENT THAT HAVE THE ORIGINAL SEAL AND SIGNATURE OF THE ENGINEER SHALL BE CONSIDERED AS VALID COPIES.

DATE 06-02-25
COMM. NO.
DRAWN BY JMP
SHEET E2P of P2

Digitally signed by John M Patterson
Date: 2025.08.18 13:57:04 -04'00'

JOHN M. PATTERSON
ELECTRICAL CONSULTANT
1291 JOHN ANDERSON DRIVE
ORMOND BEACH, FL. 32118
(386) 441-2382
FL. REG. PE # 54181



SITE LIGHTING NOTES

1. DUE TO THE SIZE OF THE PROJECT AND THE SEQUENCING OF CONSTRUCTION OF VARIOUS BUILDINGS, THERE WILL BE MORE THAN ONE HOUSE PANEL WITH LIGHTING CONTROLS. THIS INFORMATION HAS NOT YET BEEN DETERMINED. FOR EACH SET OF LIGHTING CONTROLS ON THE SITE, THERE SHALL BE A LIGHTING CONTACTOR LC1 (ON AND OFF BY PHOTOCELL) AND A LIGHTING CONTACTOR LC2 (ON BY PHOTOCELL AND OFF BY TIME CLOCK). TIME CLOCKS TO BE 24-HOUR ELECTRONIC PROGRAMMABLE CLOCKS WITH DISPLAY SCREEN AND BATTERY BACK-UP. LOCATE LIGHTING CONTROLS NEXT TO HOUSE PANELS.

SITE PHOTOMETRICS

1" = 50'-0"

Digitally signed by John M Patterson
Date: 2025.08.18 13:55:12 -04'00'

JOHN M. PATTERSON
ELECTRICAL CONSULTANT
1291 JOHN ANDERSON DRIVE
ORMOND BEACH, FL. 32118
(386) 441-2382
FL. REG. PE # 54181

REVISIONS

DATE	DESCRIPTION
△ 6-16-25	FIXTURE LOCATIONS

Tomoka Commerce
Site Photometrics
for 890 N. U.S. 1 LLC
890 N. U.S. Highway 1, Ormond Beach

DATE: 06-02-25
COMM. NO.
DRAWN BY: JMP
SHEET: E1P of 2

ATTACHMENT 8

Site plans for lots 1-4

TOMOKA COMMERCE PARK - LOT 1

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

1. BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.
2. TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.
3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.
4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90°TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.
7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
9. ALL WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 30" AND A MAXIMUM 36" BENEATH FINISHED GRADE.
10. ALL EXTERIOR CONSTRUCTION SHALL BE FROM 7:00 A.M. TO 7:00 P.M. MONDAY THROUGH SATURDAY.
11. NO OUTDOOR STORAGE IS ALLOWED WITHOUT ADVANCE PUBLIC HEARING AS A SPECIAL EXCEPTION OR PB AMENDMENT.
12. ALL SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. ANY EXISTING SIDEWALKS, RAMPS AND CROSSWALKS WITHIN IMPACT OF THE PROJECT AREA SHOULD BE BROUGHT UP TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

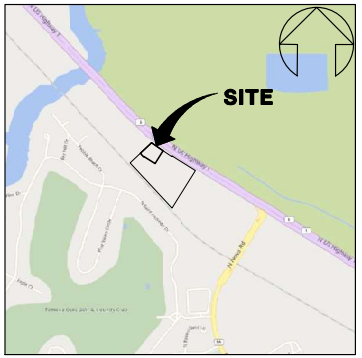
LEGAL DESCRIPTION OVERALL PARCEL:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LEGAL DESCRIPTION LOT 1

LOT 1 TOMOKA COMMERCE PARK MB_____ PGS _____-_____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1
ORMOND BEACH FL, 32174
LOT 1 ADDRESS: ____ N US HWY 1
ORMOND BEACH, FL, 32174

LOT 1 = 66,834 S.F. = 1.534 ACRES

LOT 1 BUILDING COVERAGE = 9,829/66,834 = 14.71% COVERAGE

LOT 1 FAR = 9,829/66,834 = 0.1471 FAR

PROJECT DESCRIPTION:

CONSTRUCT 9,829 S.F. 1 STORY BUILDING AND ASSOCIATED PAVING, DRAINAGE, UTILITY, LIGHTING, LANDSCAPE & IRRIGATION.

SITE DATA

LOT 1 TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 1 = 1.534 ACRES

LOT 1 IMPERVIOUS AREA:

EXISTING PAVING AND CURB =	13,410	S.F.
BUILDING =	9,829	S.F.
PARKING AND CURB =	18,142	S.F.
SIDEWALKS =	4,787	S.F.
SEATING AREA (OPTIONAL) =	375	S.F.
TOTAL IMPERVIOUS AREA =	46,543 S.F. =	69.64%
TOTAL LANDSCAPE AREA =	20,291 S.F. =	30.36%

BUILDING DATA

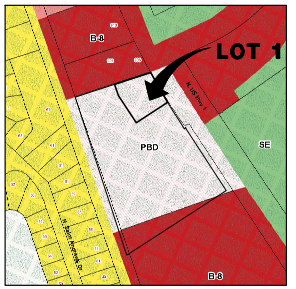
NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

PARKING CALCULATION

LOT 1 PARKING CALCULATION
REQUIRED PARKING
BUILDING #1 9,829 S.F.
1 SPACE/200 S.F. = 9,829/200 S.F. = 49.15 (49) SPACES REQUIRED

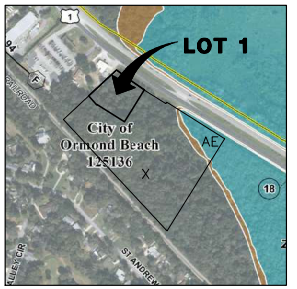
PARKING PROVIDED:

STANDARD	73
HANDICAP	4
TOTAL	77



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
PROPOSED CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "AE" PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 L.A. #6667001
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

COVER SHEET

1
SHEET NO.

File No. 2334SP.dwg
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Date: 4/15/2025
SCALE: NONE

Digitally signed by Parker Mynchenberg, P.E, 32645
Date: 2025.08.27 09:20:45 -04'00'

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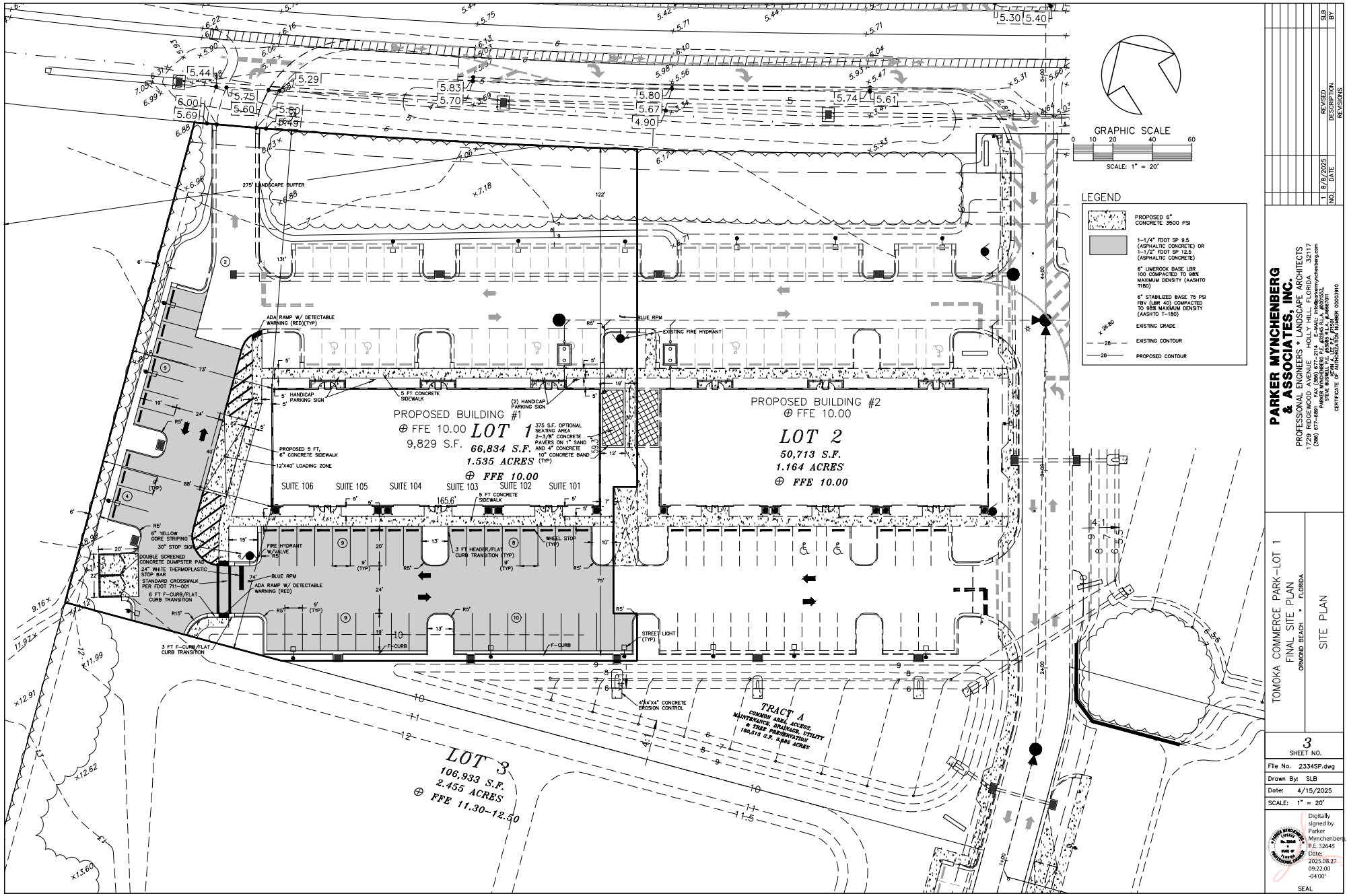

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1	8/8/2025	REVISED	SLB

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PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE - HOLLY HILL, FLORIDA 32117
(386) 677-6891 - FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, FLORIDA P.E. #32645
KEVIN A. PARKER, FLORIDA P.E. #73511
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:22:00 -04'00'

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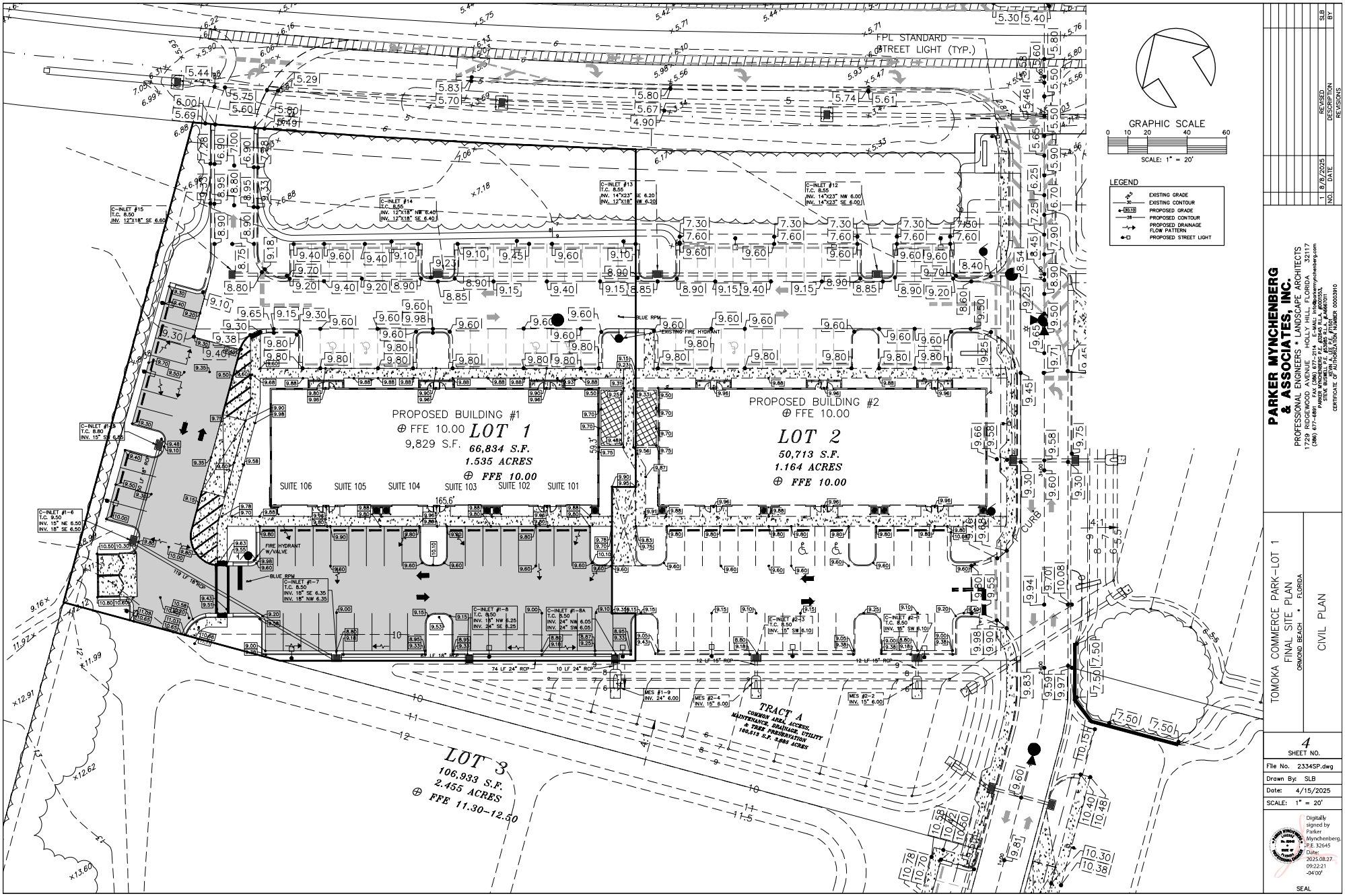

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 FLORIDA CERT. OF AUTH. #5807
STEVE BISHOP, P.E. #58831 FLORIDA CERT. OF AUTH. #30311
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

CIVIL PLAN

4
SHEET NO.

File No. 2334SP.dwg
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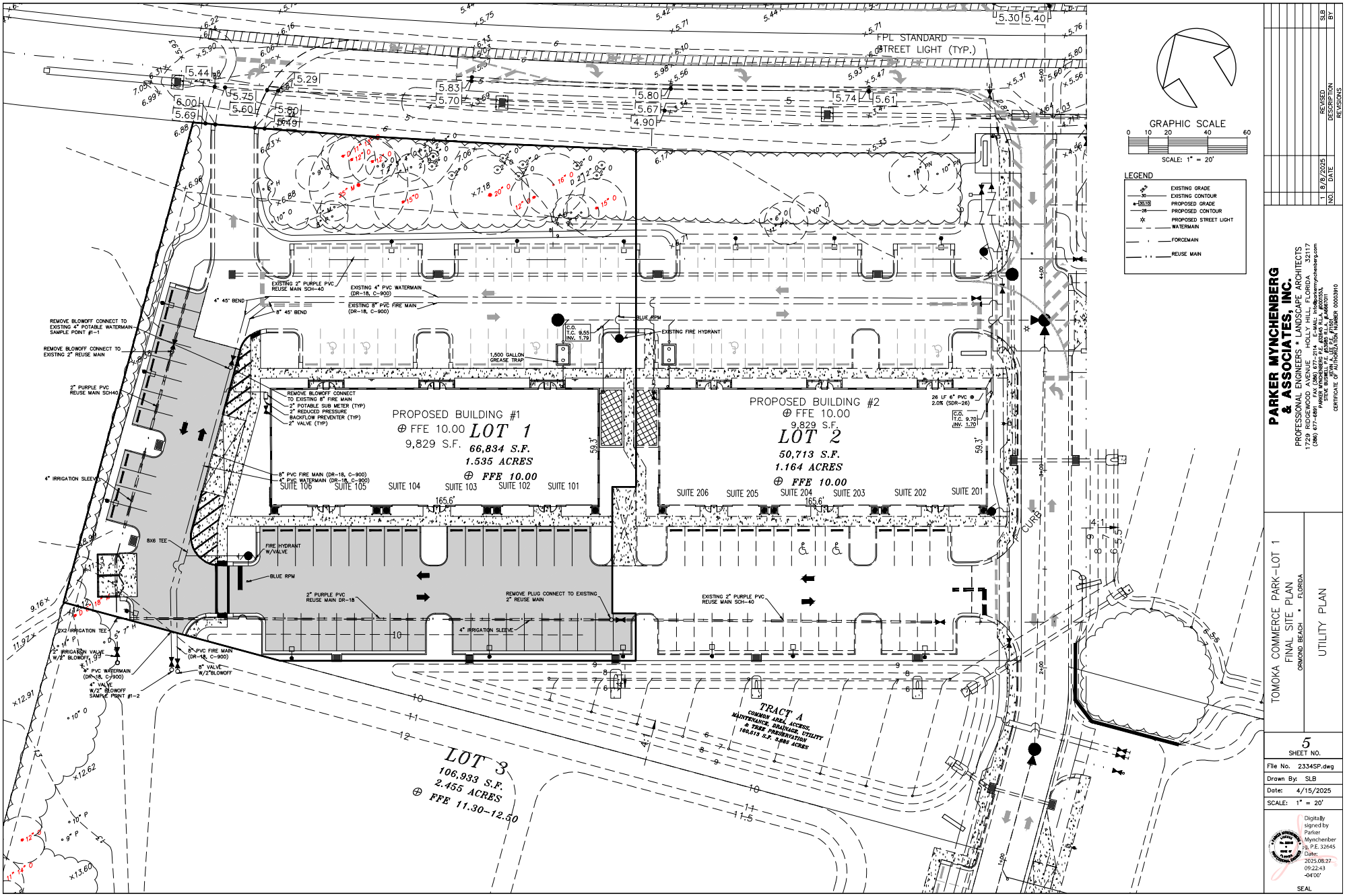

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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1729 RIDGEWOOD AVENUE - HOLLY HILL, FLORIDA 32117
(386) 677-6891 - FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 E-MAIL: parker@parkermynchenberg.com
STEVE BIGNELL, P.E. #58831
CERTIFICATE OF AUTHORIZATION FOR ENGINEERING FIRM NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

UTILITY PLAN

5
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
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Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:22:43 -04'00'

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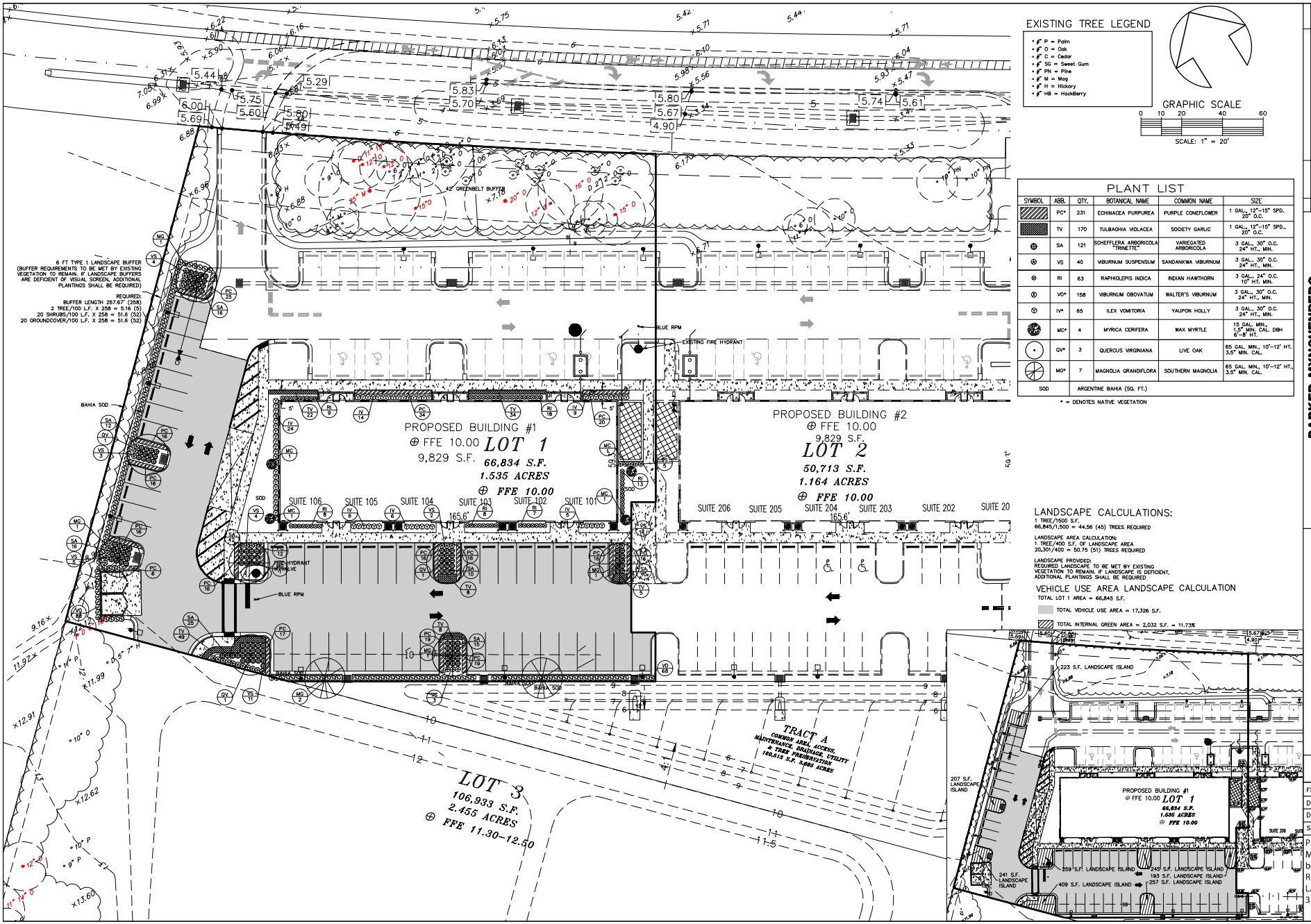

NO.	DATE	DESCRIPTION	BY
1	8/6/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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(386) 677-4891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #43643 R.L.A. #0001553
STATE BUSINESS LICENSE NUMBER 00003910
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK–LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

LANDSCAPE PLAN

6
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Parker Mynchenberg, R.L.A. LA0001553
Digitally signed by Parker Mynchenberg, R.L.A. LA0001553
Date: 2025.08.27 09:23:13 -04'00'

SEAL

TOMOKA COMMERCE PARK - LOT 2

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

1. BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.
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3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.
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7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
9. ALL WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 30" AND A MAXIMUM 36" BENEATH FINISHED GRADE.
10. ALL EXTERIOR CONSTRUCTION SHALL BE FROM 7:00 A.M. TO 7:00 P.M. MONDAY THROUGH SATURDAY.
11. NO OUTDOOR STORAGE IS ALLOWED WITHOUT ADVANCE PUBLIC HEARING AS A SPECIAL EXCEPTION OR PB AMENDMENT.
12. ALL SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. ANY EXISTING SIDEWALKS, RAMPS AND CROSSWALKS WITHIN IMPACT OF THE PROJECT AREA SHOULD BE BROUGHT UP TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.
10. NO LANE CLOSURES NORTH BOUND 3:00PM TO 6:00PM AND SOUTH BOUND 7:00AM TO 10:00AM AND 2:00PM TO 6:00PM.

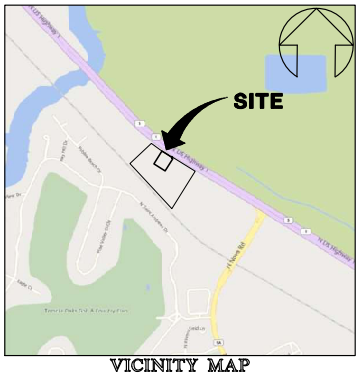
LEGAL DESCRIPTION OVERALL PARCEL:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LEGAL DESCRIPTION LOT 2

LOT 2 TOMOKA COMMERCE PARK MB _____ PGS _____-_____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1
ORMOND BEACH, FL. 32174
LOT 2 ADDRESS: ____ N US HWY 1
ORMOND BEACH, FL. 32174
LOT 2 = 50,713 S.F. = 1.164 ACRES

LOT 2 BUILDING COVERAGE = 9,829/50,713 = 19.38% COVERAGE

LOT 2 FAR = 9,829/50,713 = 0.1938 FAR

PROJECT DESCRIPTION:

CONSTRUCT 9,829 S.F. 1 STORY BUILDING AND ASSOCIATED PAVING, DRAINAGE, UTILITY, SIGNAGE, LIGHTING, LANDSCAPE & IRRIGATION.

SITE DATA

TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 2 = 1.164 ACRES

LOT 2 IMPERVIOUS AREA:
- EXISTING PAVING AND CURB = 9,428 S.F.
- BUILDING = 9,829 S.F.
- PARKING AND CURB = 10,037 S.F.
- SIDEWALKS = 3,336 S.F.
- SEATING AREA (OPTIONAL) = 375 S.F.
- TOTAL IMPERVIOUS AREA = 33,005 S.F. = 65.08%
- TOTAL LANDSCAPE AREA = 17,708 S.F. = 34.92%

BUILDING DATA

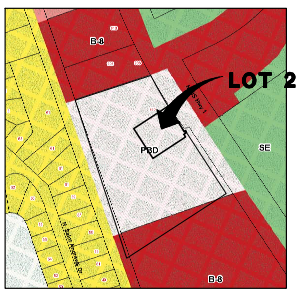
NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

PARKING CALCULATION

LOT 2 PARKING CALCULATION
REQUIRED PARKING
BUILDING #2 9,829 S.F.
1 SPACE/200 S.F. = 9,829/200 = 49.15 (49) SPACES REQUIRED

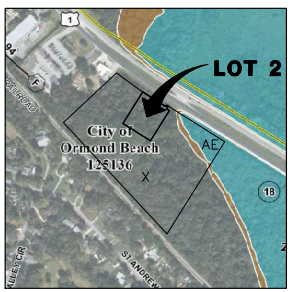
PARKING PROVIDED:

STANDARD	50
HANDICAP	4
TOTAL	54



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
PROPOSED CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "AE" PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE * HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
STEVE BUCHENBERG, P.E. #36831 L.A. #6667201
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

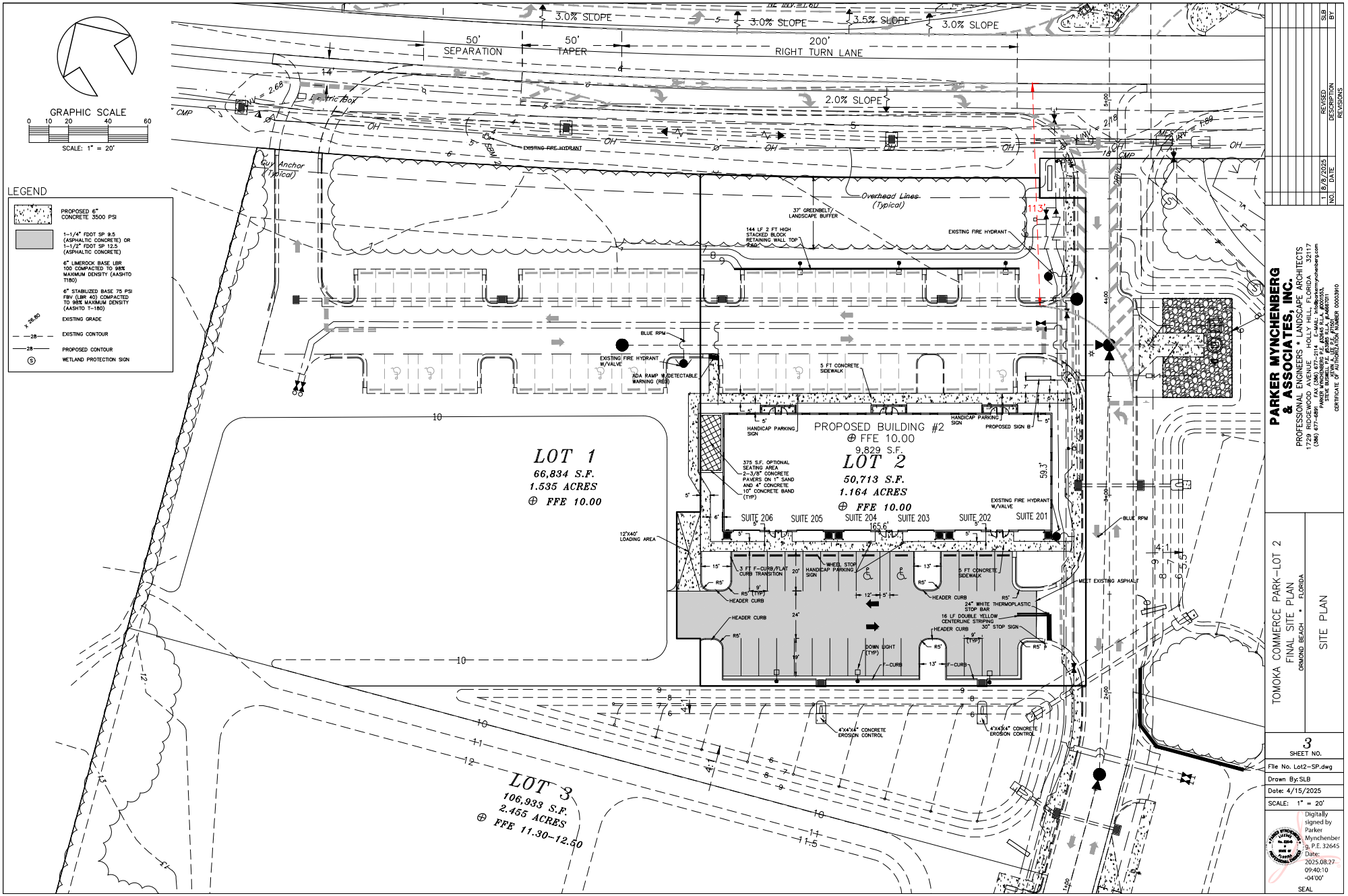
COVER SHEET

1
SHEET NO.

File No. Lot2-SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: NONE

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:38:06 -04'00'

SEAL



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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	REVISIONS	BY
1	8/8/2025	REVISED	SLB

TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. Lot2-SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

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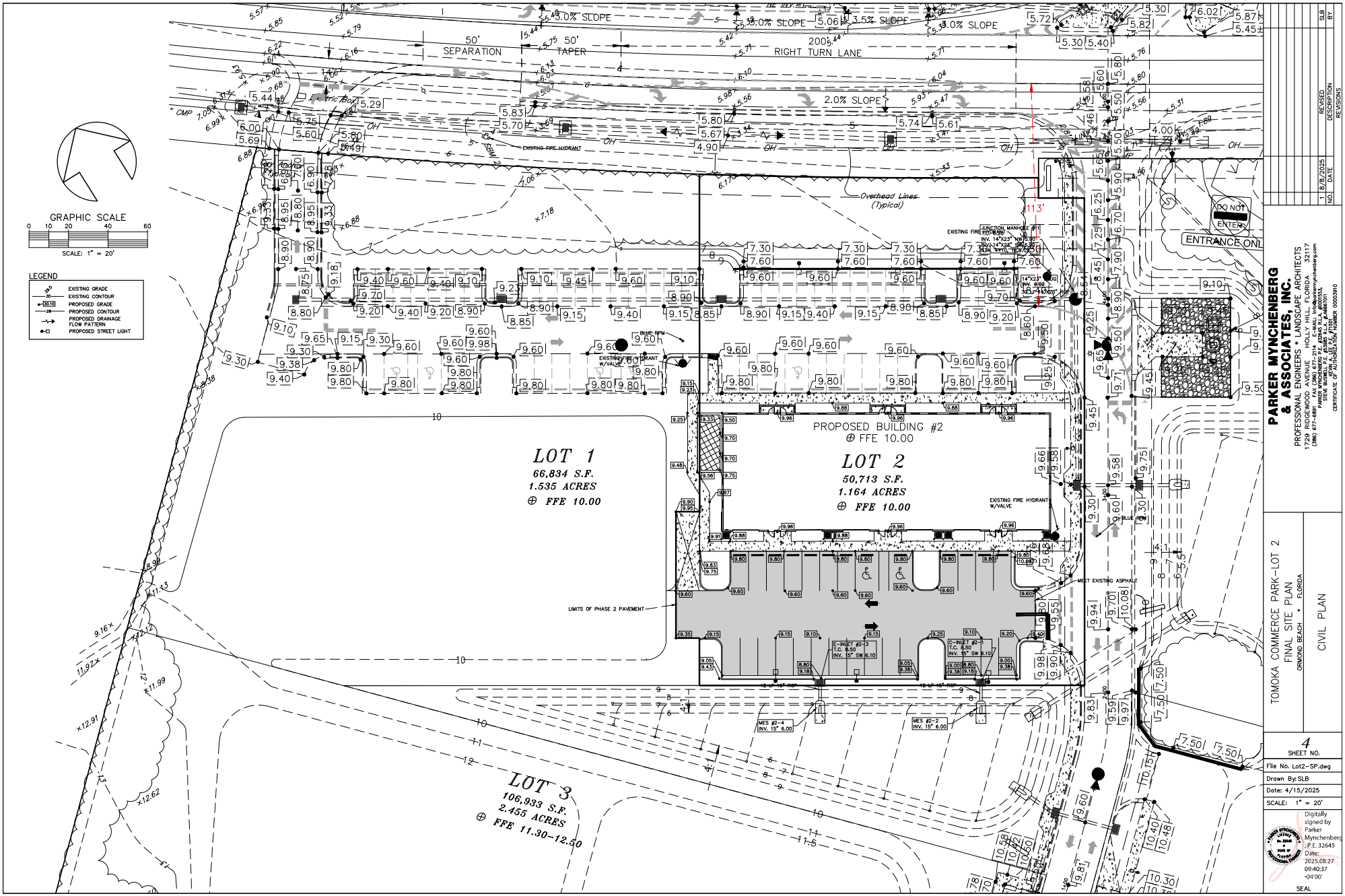

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

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PARKER MYNCHENBERG, P.E. #32645 STEVEN BICHELMEYER, P.E. #68931
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

CIVIL PLAN

4
SHEET NO.

File No. Lot2-SP.dwg
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Digitally signed by Parker Mynchenberg, P.E. 32645
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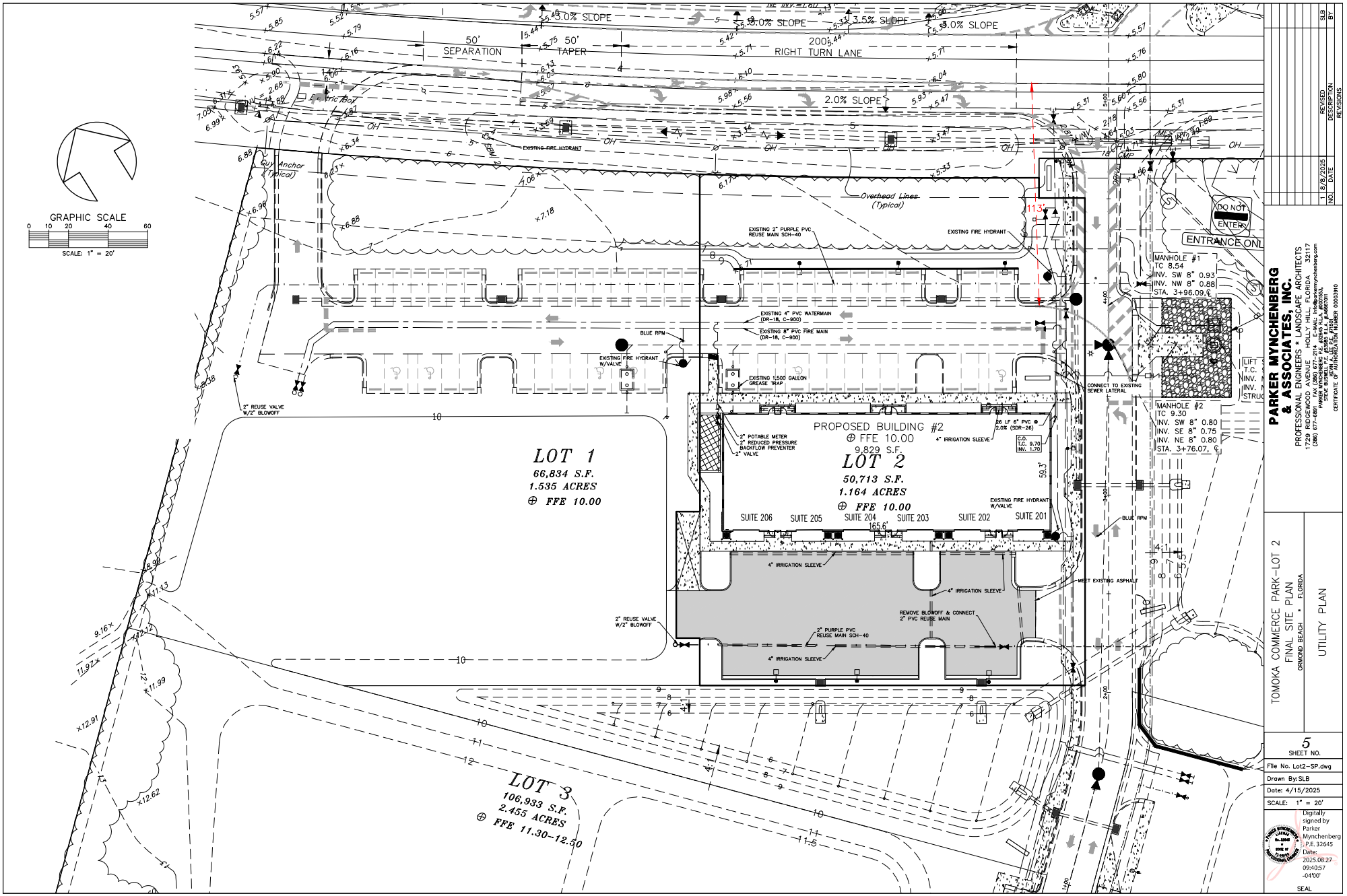

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

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PARKER MYNCHENBERG, P.E. #32645 - PRINCIPAL
STEVE BIGHELLI, P.E. #58931 - PRINCIPAL
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

UTILITY PLAN

5
SHEET NO.

File No. Lot2-SP.dwg
Drawn By: SLB
Date: 4/15/2025
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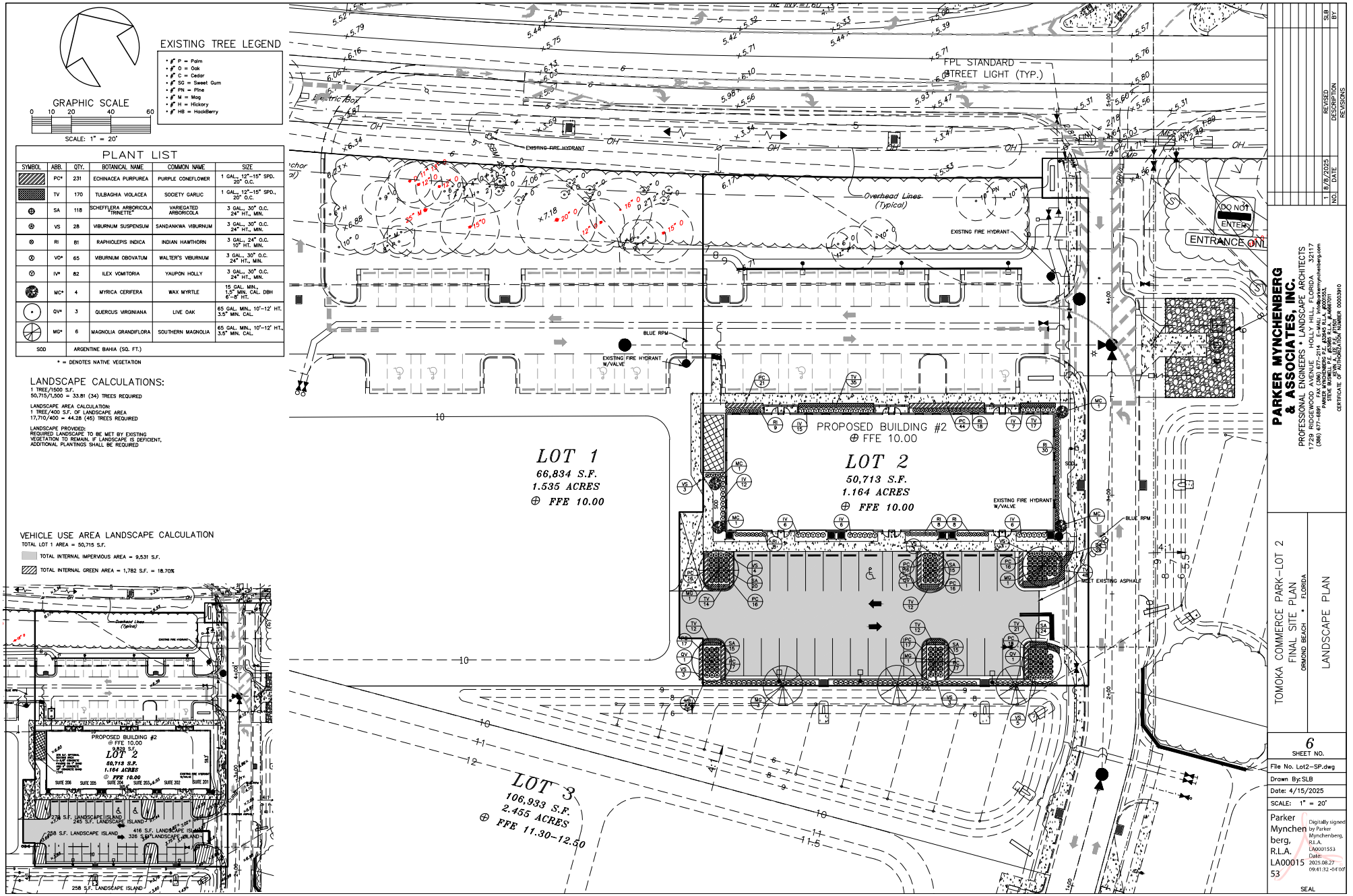
Date: 2025.08.27 09:40:57 -04'00'

SEAL


EXISTING TREE LEGEND
• P = Palm
• O = Oak
• C = Cedar
• SG = Sweet Gum
• PN = Pine
• M = Mag
• H = Hickory
• HB = HackBerry
GRAPHIC SCALE
0 10 20 40 60
SCALE: 1" = 20'
PLANT LIST
SYMBOL | ABB. | QTY. | BOTANICAL NAME | COMMON NAME | SIZE
PC* | 231 | ECHINACEA PURPUREA | PURPLE CONEFLOWER | 1 GAL., 12"-15" SPD. 20" O.C.
TV | 170 | TULBAGHIA VIOLACEA | SOCIETY GARLIC | 1 GAL., 12"-15" SPD., 20" O.C.
SA | 118 | SCHEFFLERA ARBORICOLA 'TRINETTE' | VARIEGATED ARBORICOLA | 3 GAL., 30" O.C. 24" HT., MIN.
VS | 28 | VIBURNUM SUSPENSUM | SANDANKWA VIBURNUM | 3 GAL., 30" O.C. 24" HT., MIN.
RI | 81 | RAPHIOLEPIS INDICA | INDIAN HAWTHORN | 3 GAL., 24" O.C. 10" HT. MIN.
VO* | 65 | VIBURNUM OBOVATUM | WALTER'S VIBURNUM | 3 GAL., 30" O.C. 24" HT., MIN.
IV* | 82 | ILEX VOMITORIA | YAUPON HOLLY | 3 GAL., 30" O.C. 24" HT., MIN.
MC* | 4 | MYRICA CERIFERA | WAX MYRTLE | 15 GAL. MIN., 1.5" MIN. CAL. DBH 6'-8" HT.
QV* | 3 | QUERCUS VIRGINIANA | LIVE OAK | 65 GAL. MIN., 10'-12' HT. 3.5" MIN. CAL.
MG* | 6 | MAGNOLIA GRANDIFLORA | SOUTHERN MAGNOLIA | 65 GAL. MIN., 10'-12' HT., 3.5" MIN. CAL.
SOD | | ARGENTINE BAHIA (SQ. FT.) | | |
* = DENOTES NATIVE VEGETATION
LANDSCAPE CALCULATIONS:
1 TREE/1500 S.F.
50,715/1,500 = 33.81 (34) TREES REQUIRED
LANDSCAPE AREA CALCULATION:
1 TREE/400 S.F. OF LANDSCAPE AREA
17,710/400 = 44.28 (45) TREES REQUIRED
LANDSCAPE PROVIDED:
REQUIRED LANDSCAPE TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE IS DEFICIENT, ADDITIONAL PLANTINGS SHALL BE REQUIRED
VEHICLE USE AREA LANDSCAPE CALCULATION
TOTAL LOT 1 AREA = 50,715 S.F.
TOTAL INTERNAL IMPERVIOUS AREA = 9,531 S.F.
TOTAL INTERNAL GREEN AREA = 1,782 S.F. = 18.70%
LOT 1
66,834 S.F.
1.535 ACRES
@ FFE 10.00
LOT 2
50,713 S.F.
1.164 ACRES
@ FFE 10.00
LOT 3
106,933 S.F.
2.455 ACRES
@ FFE 11.30-12.50
PROPOSED BUILDING #2
@ FFE 10.00
FPL STANDARD STREET LIGHT (TYP.)
Overhead Lines (Typical)
EXISTING FIRE HYDRANT
EXISTING FIRE HYDRANT W/VALVE
BLUE RPM
DO NOT ENTER
ENTRANCE ONLY
MEET EXISTING ASPHALT
SOD
258 S.F. LANDSCAPE ISLAND
243 S.F. LANDSCAPE ISLAND
416 S.F. LANDSCAPE ISLAND
326 S.F. LANDSCAPE ISLAND
REVISIONS
NO. | DATE | DESCRIPTION | BY
1 | 8/6/2025 | REVISED | SLB
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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(386) 677-8891 FAX (386) 677-2114 E-MAIL: lm@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #39545 R.L.A. #0001553
KEVIN A. LEE P.E. #70001 E-MAIL: kevin@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA
LANDSCAPE PLAN
6
SHEET NO.
File No. Lot2-SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'
Parker Mynchenberg, R.L.A. LA0001553
Digitally signed by Parker Mynchenberg, R.L.A. LA0001553
Date: 2025.08.27 09:41:32 -04'00'
SEAL

TOMOKA COMMERCE PARK - LOT 3

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

1. BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.
2. TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.
3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.
4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 6" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90°TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.
7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
9. ALL WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 30" AND A MAXIMUM 36" BENEATH FINISHED GRADE.
10. ALL EXTERIOR CONSTRUCTION SHALL BE FROM 7:00 A.M. TO 7:00 P.M. MONDAY THROUGH SATURDAY.
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4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.
10. NO LANE CLOSURES NORTH BOUND 3:00PM TO 6:00PM AND SOUTH BOUND 7:00AM TO 10:00AM AND 2:00PM TO 6:00PM.

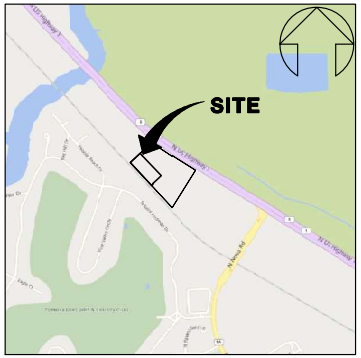
LEGAL DESCRIPTION:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LEGAL DESCRIPTION LOT 3

LOT 3 TOMOKA COMMERCE PARK MB ____ PGS ____-____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-12	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE COMMERCIAL BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1
ORMOND BEACH, FL 32174
LOT 3 ADDRESS: ____ N US HWY 1
ORMOND BEACH, FL 32174
LOT 3 AREA = 106,933 S.F. = 2.455 ACRES

LOT 3 BUILDING COVERAGE = 34,504/106,933 = 32.27% BUILDING COVERAGE

LOT 3 FAR = 34,504/106,933 = 0.3227 FAR

PROJECT DESCRIPTION:

CONSTRUCT (4) 8,826 S.F. 1 STORY BUILDING AND ASSOCIATED PAVING, DRAINAGE, UTILITY, LIGHTING, LANDSCAPE & IRRIGATION.

SITE DATA

TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 3 = 2.455 ACRES

LOT 3 IMPERVIOUS AREA:
BUILDINGS = 34,504 S.F.
PARKING AND CURB = 24,633 S.F.
SIDEWALKS = 10,331 S.F.
TOTAL IMPERVIOUS AREA = 69,468 S.F. = 64.96%
TOTAL LANDSCAPE AREA = 37,465 S.F. = 35.04%

BUILDING DATA

NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

PARKING CALCULATION

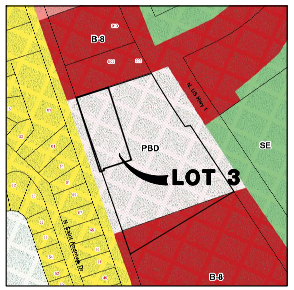
LOT 3 PARKING CALCULATION
REQUIRED PARKING
BUILDING #3A = 8,626 S.F.
BUILDING #3B = 8,626 S.F.
BUILDING #3C = 8,626 S.F.
BUILDING #3D = 8,626 S.F.
TOTAL #3A - 3D = 34,504 S.F.

TYPICAL UNIT PARKING REQUIRED:
TYPICAL UNIT = 1,436 S.F.
2 SPACES PER FIRST 1,000 S.F. OF WAREHOUSE AREA, INCLUDING OFFICE AREA OF NOT LESS THAN 200 S.F. = 2
1 SPACE/250 S.F. (1,000 S.F. TO 4,000 S.F.) 436/250 = 0.58 (1)
TOTAL REQUIRED PARKING PER TYPICAL UNIT = 3

4 BUILDINGS 6 UNITS PER BUILDING = 24 UNITS X 3 SPACES/UNIT = 72

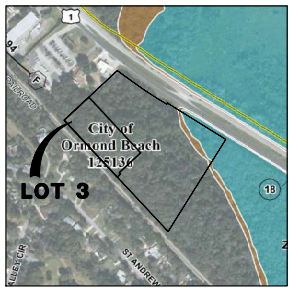
PARKING PROVIDED:

STANDARD/DRIVEWAY	52
GARAGE	24
HANDICAP	4
TOTAL	80



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
EXISTING CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
STEVE BUSNELL P.E. #57683 P.L.S. #4867011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

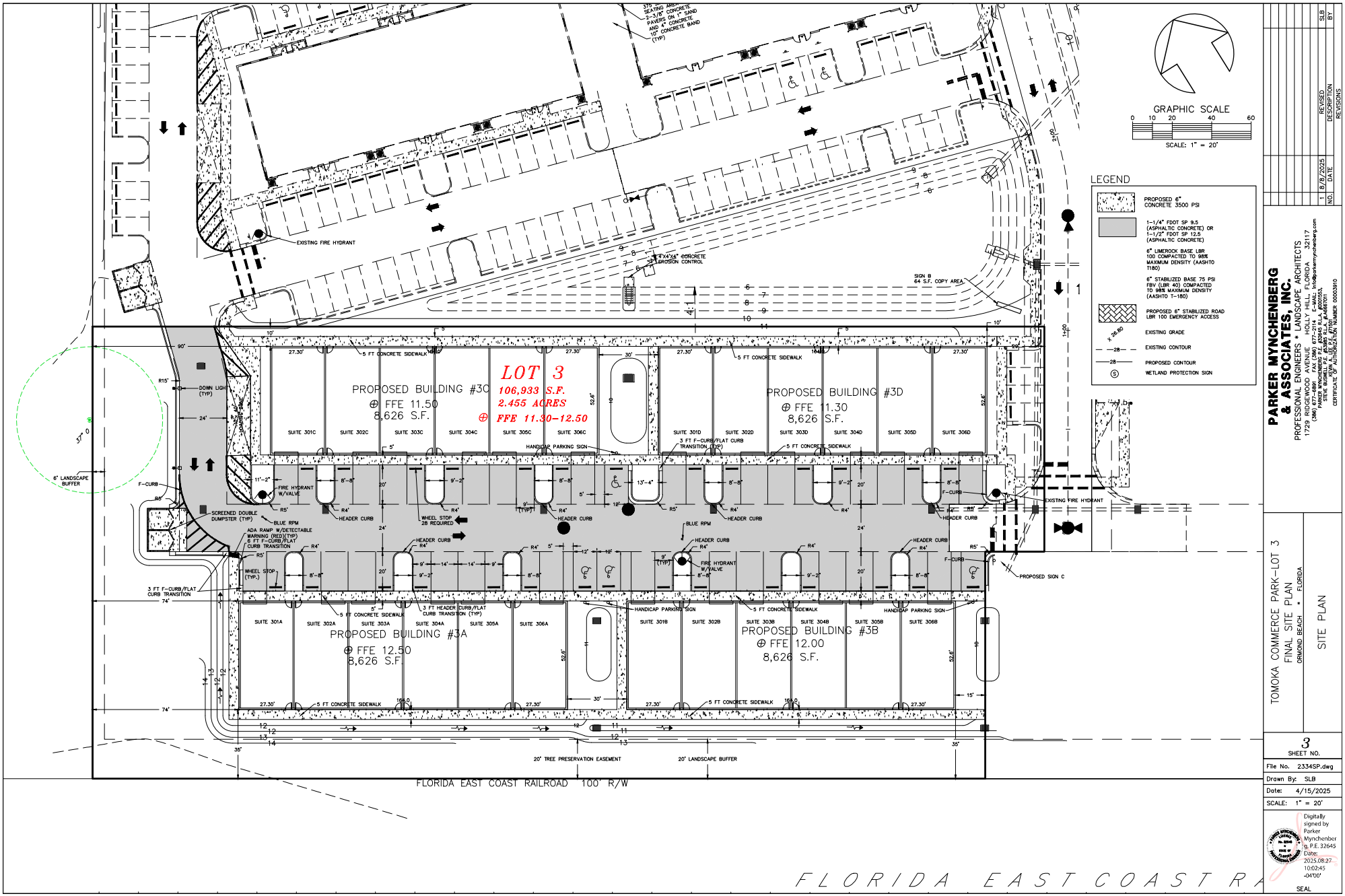
COVER SHEET

1
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: NONE

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 10:01:21 -04'00'

SEAL



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STEVE BISHOP, P.E. #67621
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TOMOKA COMMERCE PARK-LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
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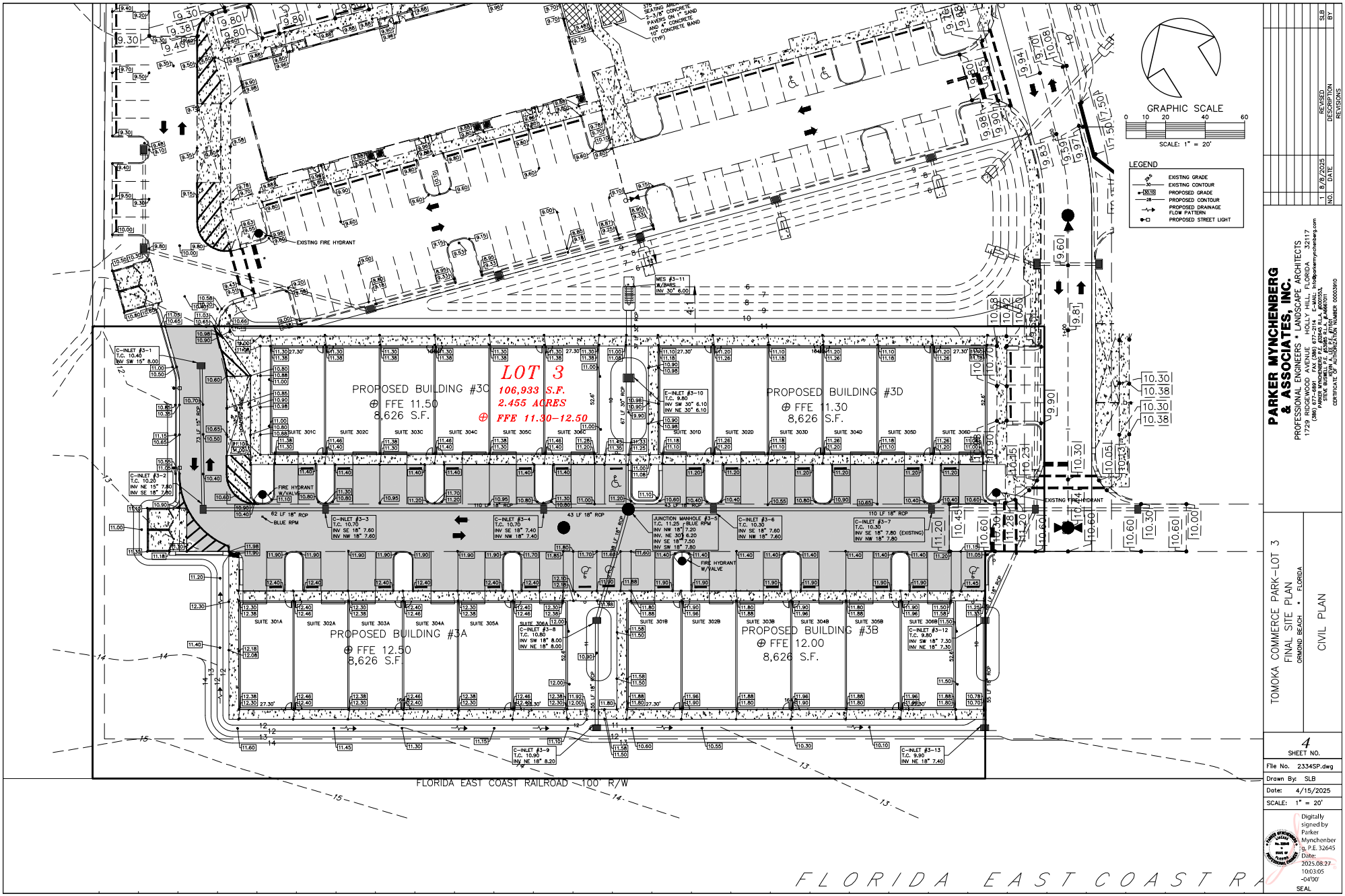

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PARKER MYNCHENBERG, P.E. #32645
STEVE BIGNEMEGRE, P.E. #66931
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

CIVIL PLAN

4
SHEET NO.

File No. 2334SP.dwg
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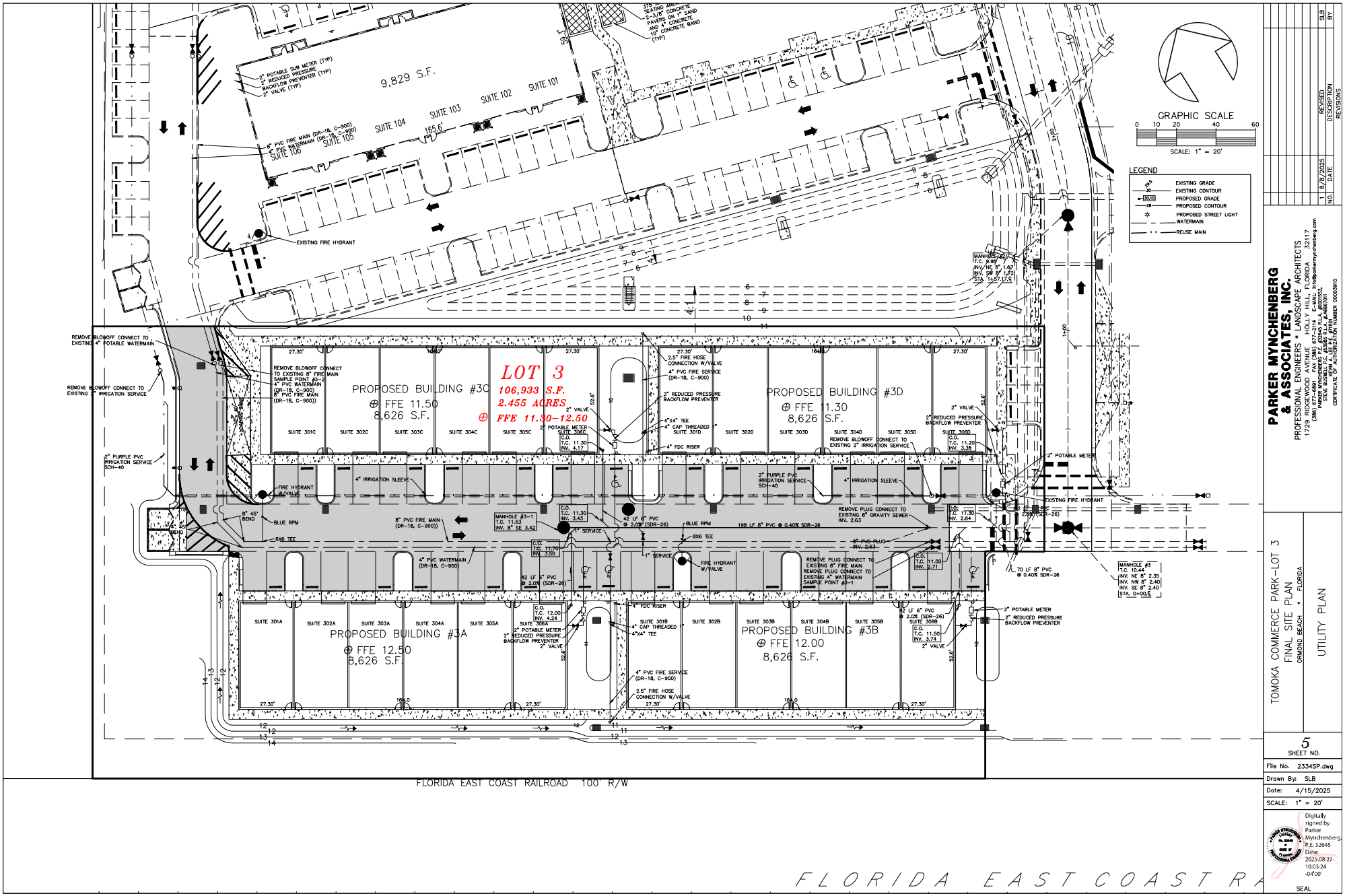

GRAPHIC SCALE
0 10 20 40 60
SCALE: 1" = 20'

LEGEND
- EXISTING GRADE
- EXISTING CONTOUR
- PROPOSED GRADE
- PROPOSED CONTOUR
- PROPOSED STREET LIGHT
- WATERMAIN
- REUSE MAIN

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

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PARKER MYNCHENBERG, P.E. FLORIDA REG. NO. 32645
STEVE BIGNELLI, P.E. FLORIDA REG. NO. 66803
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TOMOKA COMMERCE PARK–LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

UTILITY PLAN

5
SHEET NO.

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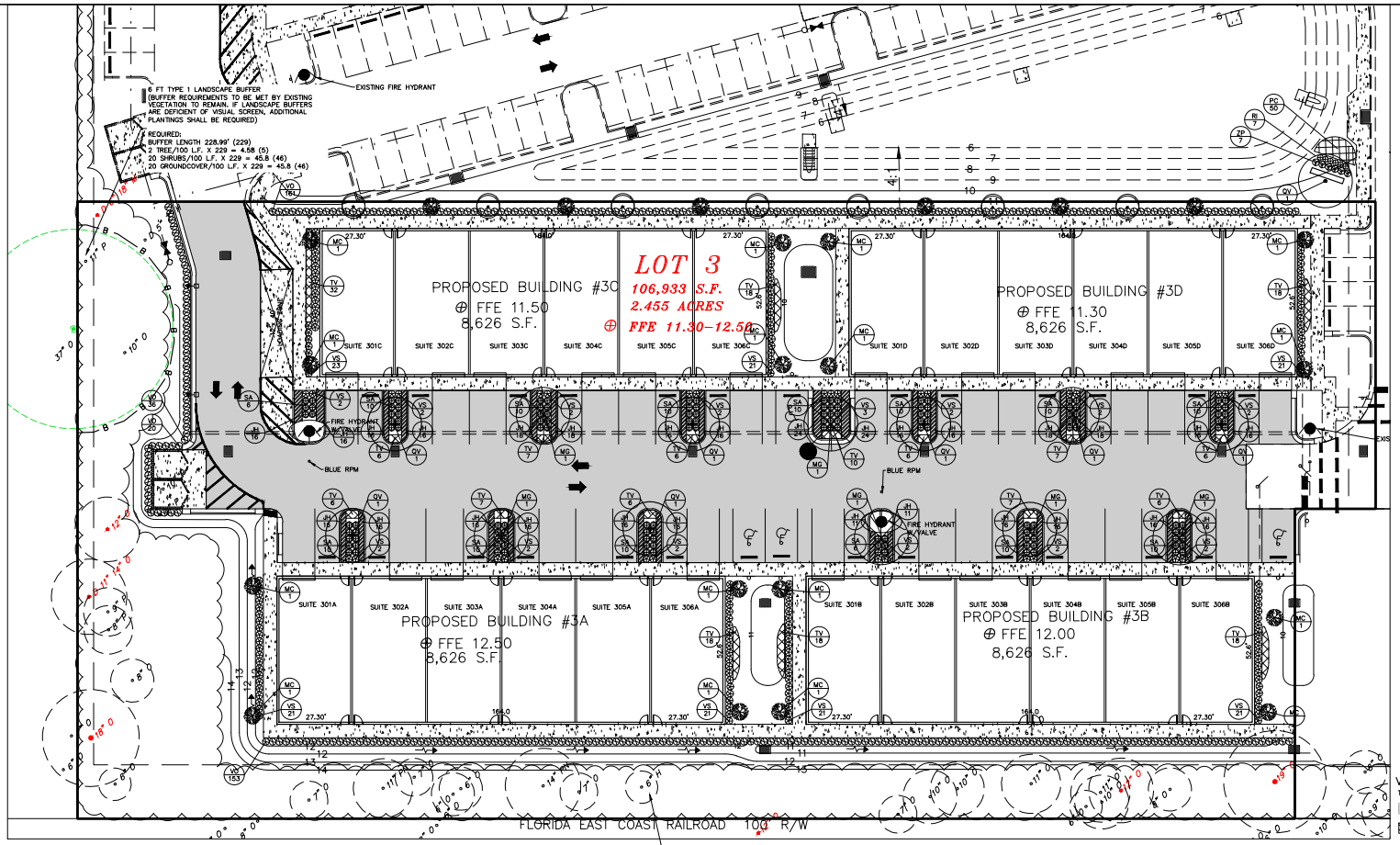


GRAPHIC SCALE

0 10 20 40 60

SCALE: 1" = 20'

EXISTING TREE LEGEND

- 8" P = Palm
- 8" O = Oak
- 8" C = Cedar
- 8" SG = Sweet Gum
- 8" PN = Pine
- 8" M = Mag
- 8" H = Hickory
- 8" HB = HackBerry

LANDSCAPE CALCULATIONS:

1 TREE/1500 S.F.
106,933/1,500 = 71.28 (71) TREES REQUIRED

LANDSCAPE AREA CALCULATION:
1 TREE/400 S.F. OF LANDSCAPE AREA
37,465/400 = 93.66 (94) TREES REQUIRED

LANDSCAPE PROVIDED:
REQUIRED LANDSCAPE TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE IS DEFICIENT, ADDITIONAL PLANTINGS SHALL BE REQUIRED

VEHICLE USE AREA LANDSCAPE CALCULATION

TOTAL LOT 3 AREA = 106,933 S.F.

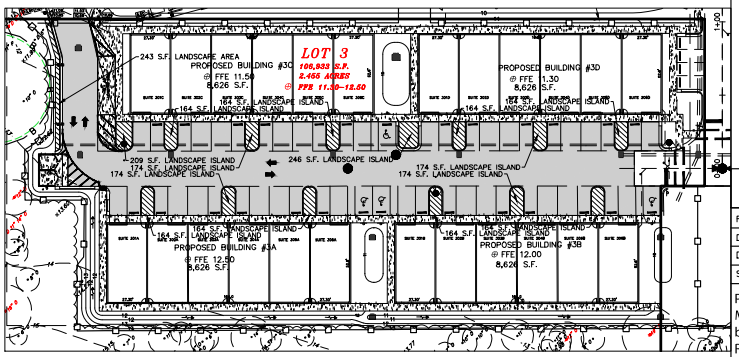
TOTAL VEHICLE USE AREA = 24,633 SF

TOTAL INTERNAL GREEN AREA = 2,703 SF = 10.97%

LOT 3 – PLANT LIST

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	PC*	447	ECHINACEA PURPUREA	PURPLE CONEFLOWER	1 GAL., 12"–15" SPD. 20" O.C.
	TV	239	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"–15" SPD., 20" O.C.
	SA	137	SCHEFFLERA ARBORICOLA "TRINETTE"	VARIEGATED ARBORICOLA	3 GAL., 30" O.C. 24" HT., MIN.
	VS	178	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
	RI	7	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 24" O.C. 10" HT. MIN.
	VO*	370	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
	ZP*	7	ZAMIA PUMILA	COONTIE	3 GAL., 36" O.C. 24" HT., MIN.
	MC*	22	MYRICA CERIFERA	WAX MYRTLE	15 GAL. MIN., 1.5" MIN. CAL. DBH 6'–8" HT.
	IA*	8	ILEX X ATTENUATA	EAST PALATKA HOLLY	15 GAL. MIN., 1.5" MIN. CAL. 6'–8" HT.
	QV*	8	QUERCUS VIRGINIANA	LIVE OAK	65 GAL. MIN., 10'–12' HT. 3.5" MIN. CAL.
	MG*	6	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	65 GAL. MIN., 10'–12' HT., 3.5" MIN. CAL.
SOD			ARGENTINE BAHIA (SQ. FT.)		

* = DENOTES NATIVE VEGETATION



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1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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1725 CRANE AVENUE * PORT ORANGE, FLORIDA 32127
(386) 677-8881 FAX (386) 677-2114 E-MAIL: info@parkermyncheberg.com
PARKER MYNCHENBERG P.E.S. #2645 R.L.A. #001553
ALAN B. MYNCHENBERG P.E. #36161 R.L.A. #0001553
KEVIN A. LEE P.E. #79101
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK–LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

LANDSCAPE PLAN

6
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Parker Mynchenberg, R.L.A. LA00015 53

Digitally signed by Parker Mynchenberg, R.L.A. LA0001553 Date: 2025.08.27 10:03:55 -04'00'

SEAL

TOMOKA COMMERCE PARK - LOT 4

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

1. BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.
2. TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.
3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.
4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.
7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
9. ALL WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 30" AND A MAXIMUM 36" BENEATH FINISHED GRADE.
10. ALL EXTERIOR CONSTRUCTION SHALL BE FROM 7:00 A.M. TO 7:00 P.M. MONDAY THROUIGH SATURDAY.
11. NO OUTDOOR STORAGE IS ALLOWED WITHOUT ADVANCE PUBLIC HEARING AS A SPECIAL EXCEPTION OR PB AMENDMENT.
12. ALL SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. ANY EXISTING SIDEWALKS, RAMPS AND CROSSWALKS WITHIN IMPACT OF THE PROJECT AREA SHOULD BE BROUGHT UP TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.
10. NO LANE CLOSURES NORTH BOUND 3:00PM TO 6:00PM AND SOUTH BOUND 7:00AM TO 10:00AM AND 2:00PM TO 6:00PM.

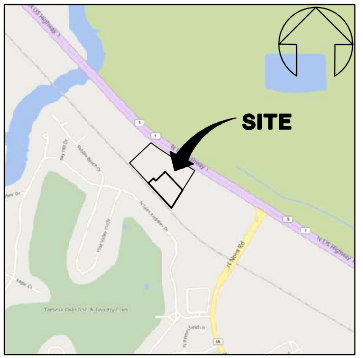
LEGAL DESCRIPTION:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LOT 4 LEGAL DESCRIPTION

LOT 4 TOMOKA COMMERCE PARK MB _____ PGS _____-_____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE COMMERCIAL BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1, ORMOND BEACH, FL 32174
LOT 4 ADDRESS: N US HWY 1, ORMOND BEACH, FL 32174
LOT 4 AREA = 157,420 S.F. = 3.614 ACRES

LOT 4 BUILDING COVERAGE = 56,108/157,420 = 35.64% BUILDING COVERAGE

LOT 4 FAR = 56.108/157,420 = 0.3564 FAR

PROJECT DESCRIPTION:

CONSTRUCT (2) 17,274 S.F.,(2) 8,626 S.F., (1) 4,308 S.F. 1 STORY BUILDINGS AND ASSOCIATED PAVING, DRAINAGE, UTILITY, LANDSCAPE & IRRIGATION.

SITE DATA

TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 4 AREA = 3.614 ACRES

LOT 4 IMPERVIOUS AREA:
- BUILDINGS = 56,108 S.F.
- PARKING AND CURB = 42,679 S.F.
- SIDEWALKS = 11,232 S.F.
- TOTAL IMPERVIOUS AREA = 110,019 S.F. = 69.89%
- TOTAL LANDSCAPE AREA = 47,401 S.F. = 30.11%

BUILDING DATA

NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

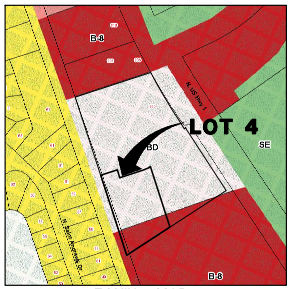
PARKING CALCULATION

LOT 4 PARKING CALCULATION
REQUIRED PARKING
BUILDING #4A = 8,626 S.F.
BUILDING #4B = 8,626 S.F.
BUILDING #4C = 4,308 S.F.
BUILDING #4D = 17,274 S.F.
BUILDING #4E = 17,274 S.F.
TOTAL #4A - 4E= 56,108 S.F.

TYPICAL UNIT PARKING REQUIRED:
TYPICAL UNIT = 1,438 S.F.
2 SPACES PER FIRST 1,000 S.F. OF WAREHOUSE AREA, INCLUDING OFFICE AREA OF NOT LESS THAN 200 S.F. = 2
1 SPACE/750 S.F. (1,000 S.F. TO 4,000 S.F.) 438/750 = 0.58 (1)
TOTAL REQUIRED PARKING PER TYPICAL UNIT = 3

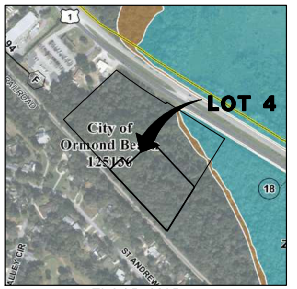
BUILDING 4A - 6 UNITS = 18 SPACES
BUILDING 4B - 6 UNITS = 18 SPACES
BUILDING 4C - 3 UNITS = 9 SPACES
BUILDING 4D - 12 UNITS = 36 SPACES
BUILDING 4E - 12 UNITS = 36 SPACES
TOTAL PARKING REQUIRED = 117 SPACES

PARKING PROVIDED:
STANDARD/DRIVEWAY 83
GARAGE 39
HANDICAP 5
TOTAL 127



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
PROPOSED CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "AE" PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

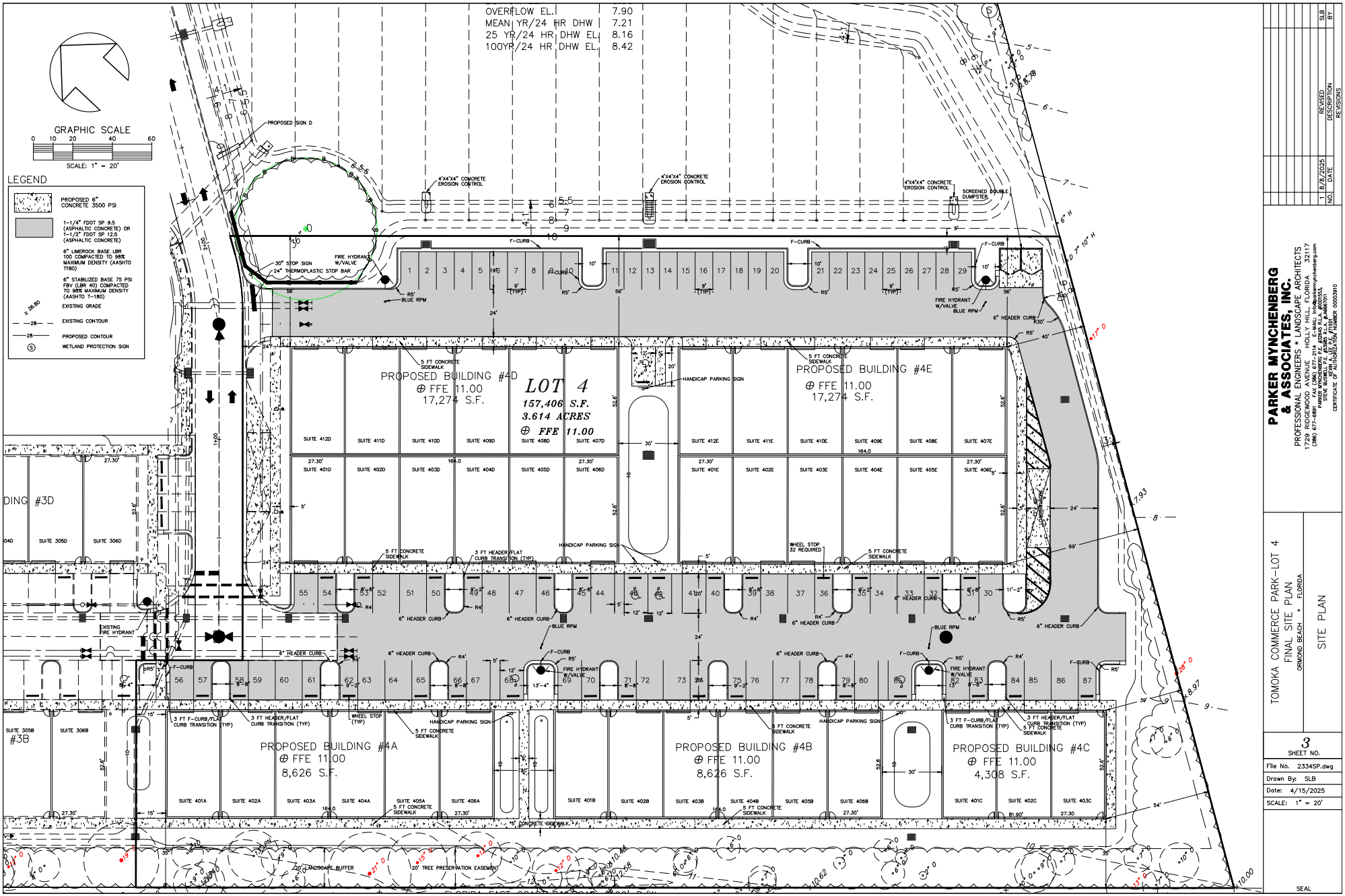
TOMOKA COMMERCE PARK-LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

COVER SHEET

1
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: NONE

SEAL



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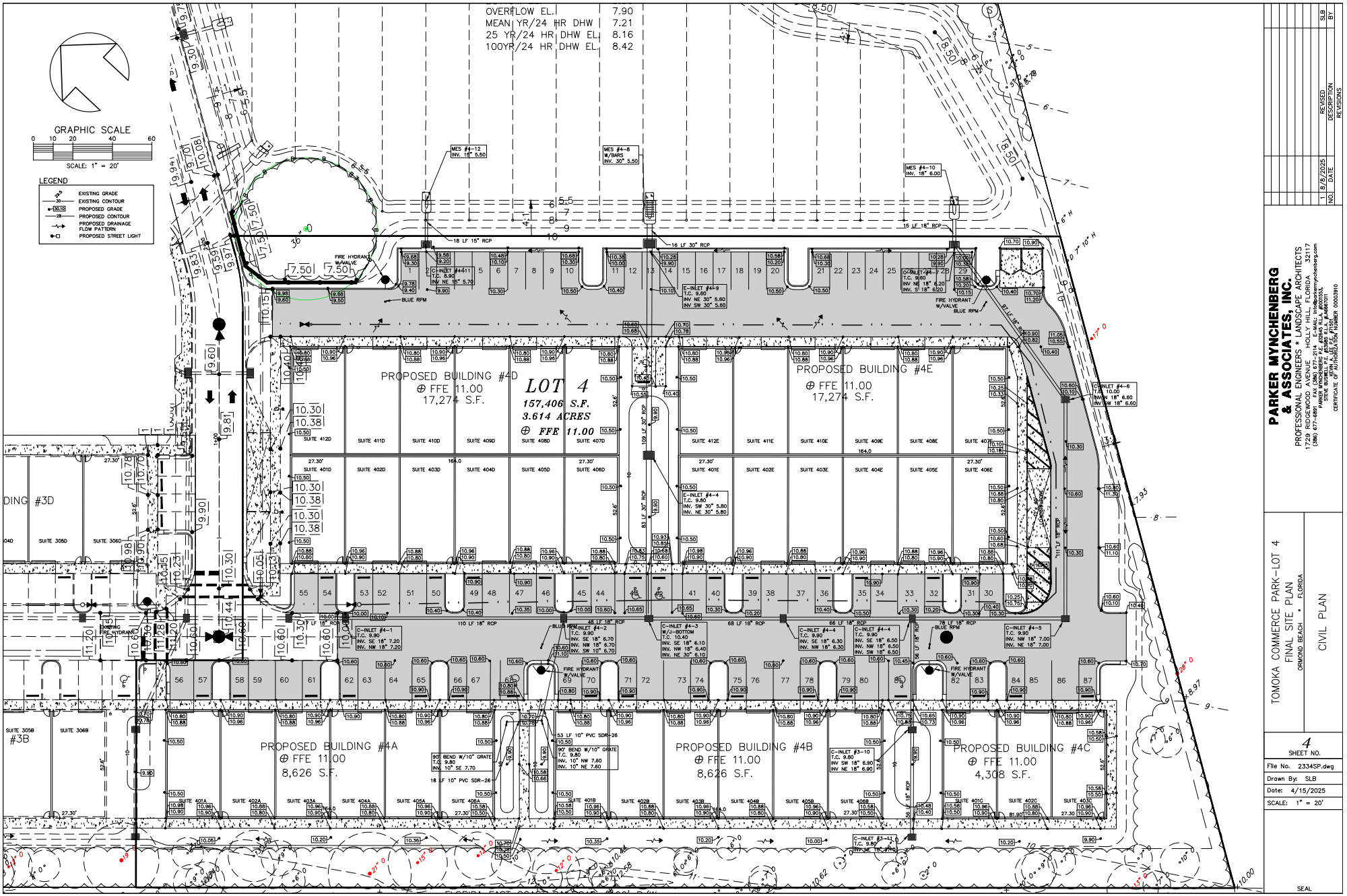
TOMOKA COMMERCE PARK-LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

SEAL



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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	REVISIONS	BY
1	8/8/2025	REVISED	SLB

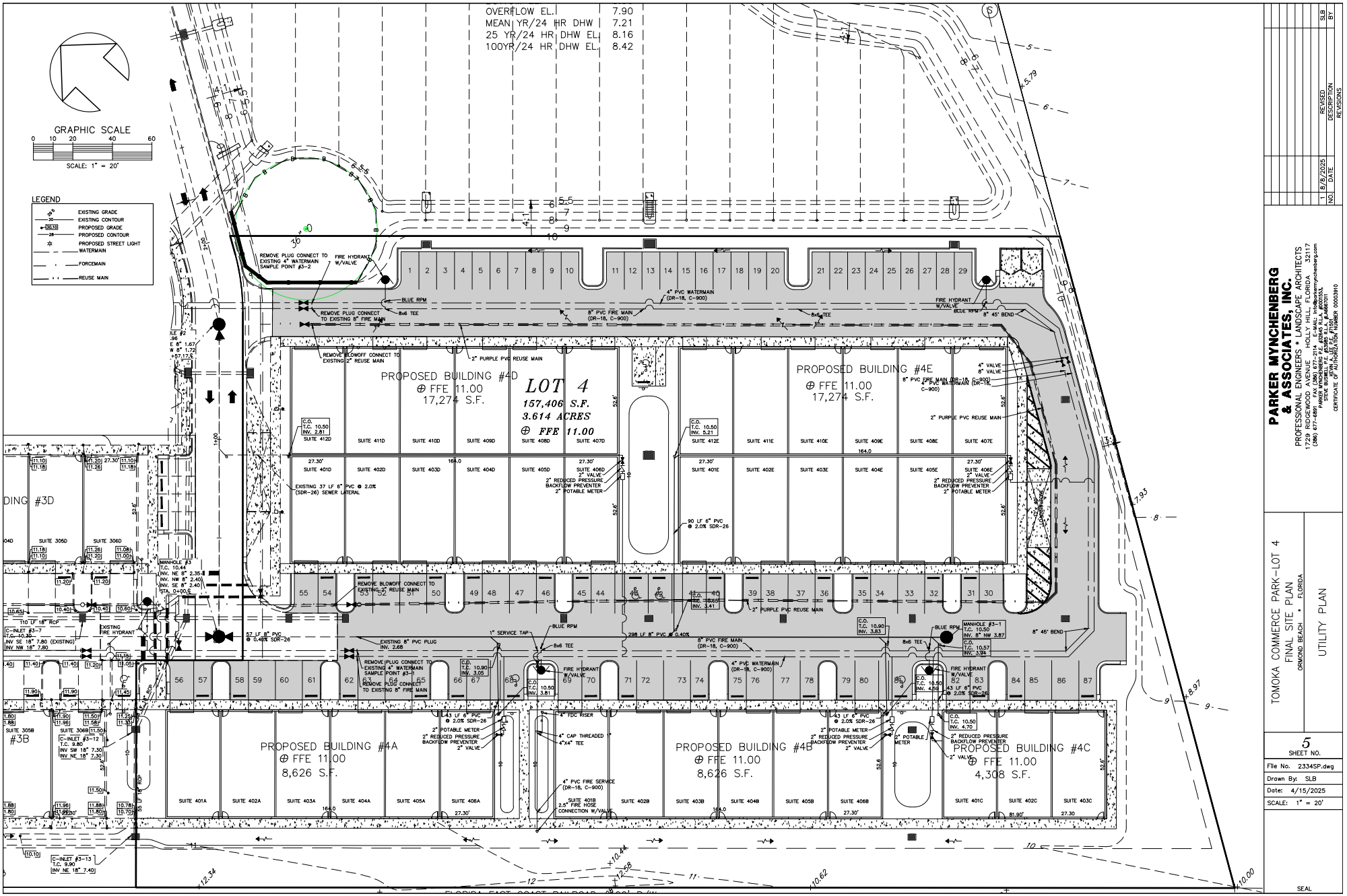
TOMOKA COMMERCE PARK-LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

CIVIL PLAN

4
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

SEAL



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NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

TOMOKA COMMERCE PARK-LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

UTILITY PLAN

5
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

SEAL

LOT 4 – PLANT LIST

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	PC*	748	ECHINACEA PURPUREA	PURPLE CONEFLOWER	1 GAL., 12"–15" SPD. 20" O.C.
	TV	159	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"–15" SPD., 20" O.C.
	SA	222	SCHEFFLERA ARBORICOLA "TRINETTE"	VARIEGATED ARBORICOLA	3 GAL., 30" O.C. 24" HT., MIN.
	VS	48	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
	RI	355	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 24" O.C. 10" HT. MIN.
	VO*	421	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
	ZP*	7	ZAMIA PUMILA	COONTIE	3 GAL., 36" O.C. 24" HT., MIN.
	IV*	147	ILEX VOMITORIA	YAUPON HOLLY	3 GAL., 30" O.C. 24" HT., MIN.
	MC*	24	MYRICA CERIFERA	WAX MYRTLE	15 GAL. MIN., 1.5" MIN. CAL. DBH 6'–8' HT.
	SP*	3	SABAL PALMETTO	SABAL PALM	14' – 16' HEIGHT
	QV*	11	QUERCUS VIRGINIANA	LIVE OAK	65 GAL. MIN., 10'–12' HT. 3.5" MIN. CAL.
	MG*	10	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	65 GAL. MIN., 10'–12' HT., 3.5" MIN. CAL.
SOD			ARGENTINE BAHIA (SQ. FT.)		

* = DENOTES NATIVE VEGETATION

VEHICLE USE AREA LANDSCAPE CALCULATION

TOTAL LOT 1 AREA = 157,420 S.F.

TOTAL VEHICLE USE AREA = 42,679 S.F.

TOTAL INTERNAL GREEN AREA = 4,831 S.F. = 11.06%

LANDSCAPE CALCULATIONS:

1 TREE/1500 S.F.
157,406/1,500 = 104.94 (105) TREES REQUIRED

LANDSCAPE AREA CALCULATION:
1 TREE/400 S.F. OF LANDSCAPE AREA
47,401/400 = 118.50 (119) TREES REQUIRED

LANDSCAPE PROVIDED:
REQUIRED LANDSCAPE TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE IS DEFICIENT, ADDITIONAL PLANTINGS SHALL BE REQUIRED

6 FT TYPE 1 LANDSCAPE BUFFER
(BUFFER REQUIREMENTS TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE BUFFERS ARE DEFICIENT OF VISUAL SCREEN, ADDITIONAL PLANTINGS SHALL BE REQUIRED)

REQUIRED:
BUFFER LENGTH 341.65' (342)
2 TREE/100 L.F. X 342 = 4.58 (5)
20 SHRUBS/100 L.F. X 342 = 45.6 (46)
20 GROUNDCOVER/100 L.F. X 342 = 45.6 (46)

PROPOSED BUILDING #4D
@ FFE 11.00
17,274 S.F.

LOT 4
157,406 S.F.
3.614 ACRES
@ FFE 11.00

PROPOSED BUILDING #4E
@ FFE 11.00
17,274 S.F.

PROPOSED BUILDING #4A
@ FFE 11.00
8,626 S.F.

PROPOSED BUILDING #4B
@ FFE 11.00
8,626 S.F.

PROPOSED BUILDING #4C
@ FFE 11.00
4,308 S.F.

SIGN D
64 S.F. COPY AREA

GRAPHIC SCALE
0 10 20 40 60
SCALE: 1" = 20'

EXISTING TREE LEGEND

- #" P = Palm
- #" O = Oak
- #" C = Cedar
- #" SG = Sweet Gum
- #" PN = Pine
- #" M = Mag
- #" H = Hickory
- #" HB = HackBerry

20 FT TYPE 4 LANDSCAPE BUFFER
(BUFFER REQUIREMENTS TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE BUFFERS ARE DEFICIENT OF VISUAL SCREEN, ADDITIONAL PLANTINGS SHALL BE REQUIRED)

REQUIRED:
BUFFER LENGTH 556.11' (556)
4 TREE/100 L.F. X 556 = 22.24 (22)
40 SHRUBS/100 L.F. X 556 = 222.4 (222)
40 GROUNDCOVER/100 L.F. X 556 = 222.4 (222)

FLORIDA EAST COAST RAILROAD 200' R/W

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK–LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

LANDSCAPE PLAN

6
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

SEAL

Planning Board minutes from December 11, 2025

ITEM:

PZ-2025-165

Tomoka Commerce Park

Planned Business Development Amendment, Issuance of a Development Order

Recommended for Approval (6-0)

V. APPROVAL OF MINUTES

Chairman Thomas entertained a motion.

November 13, 2025

Mr. Galloway moved to approve the November 13, 2025 Minutes. Mr. Gentry seconded the motion. The minutes were unanimously approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

No Report.

VII. PUBLIC HEARINGS

A. PZ-2025-165, Tomoka Commerce Park, Planned Business Development Amendment, Issuance of a Development Order

Mr. Steven Spraker, Planning Director, introduced the Planned Business Development amendment application for Tomoka Commerce Park at 890 North U.S. Highway 1. He displayed an aerial map showing the location of the property. He reviewed the Future Land Use Map, stating that the property has a "General Commercial" land use and a zoning map designation of Planned Business Development and the development order had expired from a 2007 approval. Mr. Spraker stated that based on the expired development order, the property had two options: (1) either perform a zoning map amendment back to the B-8, Commercial zoning designation, or (2) perform a Planned Business Development amendment for the issuance of a development order. The zoning map amendment back to the B-8 zoning district would allow a variety of commercial uses and multi-family development.

Mr. Spraker stated that the project has submitted a preliminary plat that is under review by the Site Plan Review Committee. He stated that the plat sought to create four lots, maintain the greenbelt buffer, include a tree preservation easement, provide a lift station tract, and includes a common drive aisle access to the lots. Mr. Spraker reviewed the site plan and stated that the project site is 12.48 acres. He stated that a wetland was preserved along the southeast portion of the project. Mr. Spraker reviewed the stormwater areas and noted that the project had received its St. Johns River Water Management (SJRWMD) permit. He stated that the project preserved 20% of the property in natural preservation areas where the Land Development Code requires 15%. Three historic trees will be saved on the project and a fourth historic tree was determined to be diseased and dying on lot 4, and will be removed. It was explained that the buildings were accessed around the entire project with drive aisles that abut the railroad track and how the site design puts the buildings next to the railroad track with the landscape buffer. Mr. Spraker reviewed the 2007 approved Root Commerce Center site plan.

Mr. Spraker displayed the lot configuration of the project. He provided the following square footage:

- Lot 1: 9,829 square feet (1 building)
- Lot 2: 9,829 square feet (1 building)
- Lot 3: 34,504 square feet (4 buildings)
- Lot 4: 56,108 square feet (5 buildings)

Mr. Spraker stated that the project completed a traffic impact analysis and added that the project team has coordinated with the Florida Department of Transportation (FDOT) on required traffic improvements. He stated that the project would provide a deceleration lane and a bidirectional median through FDOT improvements planned in the U.S. Highway 1 improvements. There is a deceleration lane as well as a bi-directional median, allowing left-hand turns into the project and U-turns on North U.S. Highway 1. Mr. Spraker added that site access would be through the center aisle, and the exit would be at the property's northwest corner as an exit-only.

Mr. Spraker reviewed the project's wetlands, which included wetland A, just over one acre, which is to be preserved, and wetlands B and C, which are to be impacted and are each less than 0.5 acres. The wetland plan has been permitted by St. Johns River Water Management District (SJRWMD). Mr. Spraker stated that the portion of the property in flood zone "AE" follows the boundary of wetland A. The remainder of the site is in zone X, an area of minimal flood risk.

Mr. Spraker discussed the proposed uses within the issuance of the development order. He stated that lots 1 and 2 are designed to allow commercial uses such as office, retail, restaurants, and personal services. Mr. Spraker stated that lots 3 and 4 are designed to allow business warehouse, industrial uses, indoor RV and boat storage, and warehousing. He reviewed the project deviations, which included the deletion of foundation plantings up against the warehouse buildings, as they would serve as access into the warehouse, and the absence of landscape buffers where the drive aisle is the property boundary. Mr. Spraker added that they are requesting to delete the interior lot buffers where the drive aisle is. It was explained that the lots are platted to the centerline of the road. It is a common waiver once using the road as a common access to multiple lots.

Mr. Spraker reviewed the project process and stated that the Site Plan Review Committee has performed two reviews. He continued by noting that there was a neighborhood meeting and summarized the key discussion points. Mr. Spraker stated that there was a Site Plan Review Committee determination meeting with a recommendation for approval of the uses, deviations, and the overall project. He stated that the Planning Board meeting tonight is wwhere a recommendation is to be made. Mr. Spraker stated that the tentative City Commission dates are January 20, 2026, and February 3, 2026.

Mr. Spraker stated that the Site Plan Review Committee recommended approval of:

1. The project uses;
2. The landscape-related deviations;
3. The issuance of a development order, subject to the resolution of all outstanding Site Plan Review Committee comments.

Mr. Spraker stated that staff received one e-mail from Mr. Norman Lane, which was provided to the Board.

Applicant's Presentation

Mr. Parker Mynchenberg, Parker Mynchenberg & Associates, 1729 Ridgewood Avenue, introduced himself and Mr. Scott Vanacore, the developer, as well as Mr. Steve Buzwell, P.E., and explained that the project began 18 years ago when he designed it for the Root Company. He explained that the rear of the buildings abut the railroad tracks, where single-family residential is on the other side of the tracks,

DRAFT

and they would be looking at a 20'-tree buffer and a continuous hedge with a sidewalk around the rear of the site.

Mr. Mynchenberg added that there is a 36'-greenbelt buffer that is going to remain natural with the approximate one-acre-wetland and upland buffer. There is a dry retention pond that meets the nutrient loading requirements. He continued that Mr. Joe Young performed an endangered species report and wetland analysis showing no gopher tortoises. Mr. Mynchenberg stated that there are two isolated wetlands that require the purchase of 0.25 credits from a mitigation bank to offset the impact.

Chairman Thomas brought it back up to the Board for questions and comments.

Board Questions

Mr. Railsback inquired about the landscape deviation for the back and or front buildings. Mr. Mynchenberg replied that both front and back buildings have the foundation plantings, but confirmed that the landscape deviation is only for the back building.

Mr. Jorczak expressed concern with the loading lanes and traffic concerns and asked for further clarification. Mr. Mynchenberg replied that Lassiter Transportation Group performed a traffic study and found that less than 2.5% to 3% of the total trips on U.S. Highway 1 are attributed to this project. He added that they are entering into a fair share agreement because of the intersection at Interstate 95 needs work. Once the fair share agreement is approved by the County and the City there will be advanced payment of traffic impact fees. The turn-lane links the radius on the driveway that are DOT-dictated per their green book standards.

Mr. Jorczak asked if the entrance lanes had to be expanded now and if they could be in the future. Mr. Mynchenberg responded that there is a left-hand turn lane from northbound US Highway 1. The right-hand turn lane for southbound traffic is restricted by the business to the north, but the project is all the way to the north property line and is as long as it physically can be. He confirmed that both the left-hand and right-hand turn lanes could be extended.

Mr. Galloway asked about the setbacks regarding the FEC railroad. Mr. Mynchenberg replied that there is a 20'-natural buffer as well as a 5'-landscape area and a 5'-sidewalk, 30' off of the right-of-way (ROW) of the FEC.

Ms. Shull asked about the traffic and what a synchro evaluation is. Mr. Mynchenberg replied that it is a software that is used, which is integrated with what the County and DOT are doing.

Ms. Shull asked if they do traffic studies in high-peak times. Mr. Mynchenberg responded that they are able to adjust due to the fact that the best months cannot always be picked for traffic studies or wetland studies.

Audience Comments

Ms. Channah Lohman, 50 Herringbone Way, commented that the fastest way to start a conversation in Ormond Beach is to talk about the flooding. She continued that it had not been this bad until the construction started. Ms. Lohman referenced that the plan was approved 18 years ago, before Florida became first in the nation for growth, foreclosure, and flooding, before Volusia County was seventh in the nation for flooding overall.

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Ms. Lohman continued that one wetland was alright, two wetlands will be destroyed, and the surface water will be impacted. She added that the FWC reported that 30 percent more residential wildlife sightings in 2024. She explained that she noticed that the site is next to a large residential area and showed pictures from Hurricane Milton, expressing that it is the cost of destroyed wetlands. Ms. Lohman stated that six million homes, estimated at 3.4 trillion dollars, are set to see destruction or heavy damage up to that amount in the next thirty years as of 2025. Of those homes, Ms. Lohman stated that two million of them are not in designated floodplains and are in areas that rain really hard or have sunny day flooding.

Ms. Lohman stated that she opposes it because she is in favor of jobs, wants to see the area flourish, and that there are already a lot of storage units and warehouses, and does not think that a storage unit and a warehouse in this specific spot justifies the destruction of the wetlands. She suggested using another area already developed for a warehouse, remarking that the city cannot get the wetlands back, with the flooding and the water table under Florida rising, and hurricanes. Ms. Lohman concluded that less flooding and more nature in our space is what is wanted.

Mr. Gentry asked where her photographs were taken. Ms. Lohman replied that they were at Tymber Creek Road and Granada Boulevard, where her brother assisted people with flooded homes with his kayak. She added that she witnessed other flooded areas as well from places that never had flooding before due to the construction.

Mercedes McCallen, 814 Creekwood Drive, Plantation Bay, commented that she is wearing a t-shirt that reads "Save the Rivers." She added that Rivers is a property that was acquired in 1992, along with Johns Island state land, directly across from the proposed site. Ms. McCallen stated that she has a vested interest in preserving the lands that are vanishing. She commented that the area is one of the last coastal hammocks in the city.

Ms. McCallen stated that it is a corridor to Tomoka State Park, the Tomoka Basin, and Outstanding Florida Waters (OFW). She expressed concern with B-8 zoning designated area to the south on the map, the wetlands areas that are under water most of the time, referenced as a willow wetland, on state lands. She referenced that Mr. Milsap has a for-sale sign to the south for the proposed development in that area.

Ms. McCallen continued that across from the proposed development, going east, Tomoka State Park lands, acquired in 1986, ‘John’s Island’, a referendum was approved by the voters of Ormond Beach by 76 percent. She referenced the Rivers property at the north end of John’s Island in that it was approved by the voters of Ormond Beach by 86 percent, voting for the acquisition of the lands with their taxes. Ms. McCallen stated that the land that is proposed to be developed for ‘mancaves’, as called by Mr. Vanacore at the neighborhood meeting, is an insult.

Ms. McCallen stated that she worked in the Florida Panther Preserve. She expressed her point that development does not need to happen, and understands that people have the right to develop. She concluded that she would like clarification on the B-8 zoing in the area.

Chairman Thomas stated that the B-8 zoning district will be discussed and added that he voted on the John’s Island area. He noted that before the preservation of the John’s Island area, there was a bridge design to go from Nova Road to John Anderson Drive across the river.

Ms. Coleen McMahon, 45 Carrolwood Circle, stated that she is a candidate for the City Commission, Zone 1, where the proposed project is. She urges everyone to vote no to the project and added that the developer is the same developer behind self-storage facilities and residential expansions throughout Ormond Beach, presented by Mr. Mynchenberg, the principal developer of Plantation Oaks. She continued that not only did Mr. Mynchenberg design it, but also secured the variances and transformed and owns the Plantation Oaks land. Ms. McMahon remarked that what he promised the residents did not occur. He placed the homes, got approvals to convert the property for certain kinds of homes, and then applied for a variance with the age-restriction being removed, hundreds of additional homes were added, greenspace was eliminated, thousands of trees were clearcut, wildlife was displaced and destroyed, and promised amenities, including the school and the golf course, never materialized.

Ms. McMahon added that the Loop, north of Pine Road, began flooding, and it never flooded before. She stated that despite overwhelming opposition, it was all approved by the Planning Board. She continued that the same was seen at 490 U.S. Highway 1 and was pushed through. Ms. McMahon continued that the same developer who already owns three storage facilities in Ormond Beach wants to build another one. She asked how many are needed for 45,000 residents. Ms. McMahon stated that she is voting against the mancaves and expressed concern.

Ms. McMahon spoke on the suggested low-paying jobs that it would create, and she said that it would be minimal and no amenities. In the beginning, she mentioned hearing that there was 'going to be', or 'might be' a restaurant. Ms. McMahon spoke on the low tax revenue in the City of Ormond Beach with increased traffic, pollution, and flooding and feels that they are not being held accountable for the environment, infrastructure, and impacts seen on the city. Ms. McMahan asked if this will continue to be done to the residents that pay taxes. She concluded that another storage facility is not needed nor is disruption to wildlife. The residents do not want the project. Ms. McMahon concluded that when elected, anything that does not bring in money into the city will be voted down as a 'no'.

Ms. Elena Krafft, 28 Old Canyon Lane, Ormond Lakes, and representative of Protect Volusia, spoke in opposition to the Tomoka Commerce Park. She stated that the community does not need more storage units or mancaves. She touched on environmental standard concerns and how the project will pave over a quarter of an acre of wetlands, and how paving should not take place in Florida over wetlands where flooding is all-year-round. Ms. Krafft explained how the critical hydrological function that the site serves, and how once the role is lost, it cannot be recreated through mitigation credits that are purchased somewhere else. She continued that credits may satisfy a regulatory requirement but how they do not restore the ability of the land to hold water, absorb rainfall, or protect nearby areas from increased runoff.

Ms. Krafft continued that Ormond Beach's planning documents emphasize that development should preserve the natural system and cannot afford to lose any more functions. She explained that the minimum standard should not be to pave over the wetlands. She suggested asking the developer to use this as an example of what a low-impact development project looks like. She agreed with acknowledging property rights and asked to look at both sides, the need, the risk, and the benefits. Ms. Krafft commented that she has heard from Protect Volusia residents about their concerns with more storage units and building on wetlands.

Ms. Krafft stated that she moved to Ormond Lakes in 2022 and noticed a little flooding, and that in the last two years, there has been a lot of standing water, unaware if it is from the storage units up the street or Plantation Oaks. She urged the Board to take it very seriously.

Mr. Arthur Armstrong, 77 Emerald Oaks Lane, spoke in opposition to the proposed development. He stated that he has been in the city for 27 years and watched overgrowth and the flooding in the area up to Interstate 95, and how he cannot get out of Ormond Lakes in the morning or in the afternoon. He stated that the water sits on the east side of the road of the proposed development, the Tomoka River. Mr. Armstrong added that Hull Road is the worst road in development scenarios in the city, which goes to U.S. Highway 1, and the water sits for weeks with nowhere to go. He continued that at Hull Road and U.S. Highway 1 there is flooding. He spoke on the 24-acre property for sale, where only eight acres are usable.

Mr. Armstrong spoke on the wetlands and polluted waters in the city and said that before continuing on the city has to fix what it has. He concluded that he had been down this road a couple of times.

Chairman Thomas brought it up to the Board for comments and entertained a motion.

Mr. Jorczak expressed his concern about the density for RV and storage warehouse facilities, and their occupancies. He sees less availability for the growth of light-industrial, even with the huge park to the north with its approvals, and Security First. Mr. Jorczak referenced service trades, plumbers, electricians, A/C, and said he recognizes vacancies off of Hull Road, but does not see where there is much available density for service businesses to expand. He referenced buildings 1 and 2 in the plans, designated for office and commercial, which will fit within the framework of where there might be a deficiency of space available for the people servicing the community, and how for buildings 3 and 4, it is warehouse, boat, and RV storage. Mr. Jorczak stated that if at max density with respect to what has been built out, he can see the inclusion of that parameter, being on an accessible road with U.S. Highway 1.

Mr. Jorczak suggested that he is not sure that the mix that they are asking for is compatible with where it should be within the community, relative to the space that should be available for other expansion in economic development. He spoke briefly on the wetlands issue, explaining that he is putting that aside, with whatever the water flows are, being adjacent to Nova Road and the other side of Nova Road is solid water basin. In the studies, he expressed that he is not sure what migration of water off of the development, with the retention ponds, is going to find its way into the basin on the south side of Nova Road, a critical area, relative to the wetlands. Mr. Jorczak said it is not just about the development and what they are asking for but where we want the city to be 10, 15, to 20 years from now and the needs that the city is going to have.

Mr. Mynchenberg referenced Mr. Jorczak's concern for the trades and replied that the buildings in the back are set up for that, with a small office, parking spots, a warehouse, as well as a possibility for indoor storage for your boat or RV. He added that the buildings in the front are more like a strip center with two locations set up in the buildings for grease traps for potential restaurants (as a market-driven possibility).

Mr. Railsback shared his perspective that the corridor was identified as an area where this type of business and activity would go per zoning, as well as restrictions for it. He added that there are a lot of things on U.S. Highway 1 that have a negative impact

on the US1 corridor. There may be stormwater provisions on their property up to 40-50 years old that could be contributing towards the water flow issues. Mr. Railsback stated that he does not have a perspective that all new development comes with errors and stormwater flows that result in water popping up in different places and believes in the professionals in the industry and governmental entities, including St. John's River Water Management District (SJRWMD). Mr. Railsback pointed out that there are going to be changes in water flow, depending on the storm, the environment, new development, and old development that is not as high, not up to code, and does not have the facilities, assets, and infrastructure on it to dovetail into the new standards.

Mr. Railsback commented that, picking on a property owner, developer, or engineer, that of all the projects in this area, they put together, they look sharp, are well maintained, and have a responsible focus on their impact on utilities, including stormwater in the community.

Mr. Gentry addressed the flooding concerns raised at this meeting and at the neighborhood meeting and expressed his understanding of the entities that govern the water flow and the projects that may have an impact on flooding, have all signed off that this should not increase flooding in the areas that have been addressed. Mr. Gentry spoke on the protected property across the street that allowed properties to be developed along the corridor. He spoke on market, supply and demand being the answer to the question of "when is enough, enough?" He added that in this case the developer has met all of the criteria for the Board to look at in terms of the use of the property. Mr. Gentry commented that he does not look at what someone may say that it is used for and what the developer has in mind. He concluded that it is the up to the developer, the piece of property, and the use that they have identified, and whether they feel there is demand for the market area that they have outlined.

Mr. Galloway commented that he has rode his bicycle up Beach Street for 42 years and referenced himself as the oldest person in the room. He referenced hearing about development that has started the flooding, that he says has been happening for the 42 years. He commented that he has experienced a flooded house as well and spoke on the proposed development. Mr. Galloway stated that he does not see this proposed development causing flooding. He added that he does not see a four-story public storage building being proposed in the presentation, but what he does see is a retail section out front on the commercial corridor, window company to the north, and an AT&T electrical storage yard. Mr. Galloway stated that city codes allow it.

Mr. Galloway added that we created the need for the type of proposed property and how he has lived in his house for 24 years and cannot park his cars in the garage. He elaborated that if he keeps his boat trailer outside that he receives a note from Ormond Beach that says to put it in the backyard or remove it. He stated that his trailer sits in the garage and his cars stay outside. He urges people to challenge their HOAs and if they do not want this type of project in their neighborhood to go to their HOA and ask to keep RVs in the front yard. Mr. Galloway stated that he will be voting in favor of the project. He added that the isolated wetlands are not going to have any affect on flooding. He affirmed his belief in engineers and the science of it. Mr. Galloway concluded that this is a natural project to have along the Florida East Coast (FEC) Railroad, and for those that want to stop growth to raise funds to buy properties like the subject property and donate to the City and the County.

Ms. Shull concurred with the Board and stated that she has lived in the area for over 30 years and how the area has always flooded. She reflected on when she lived in

Tymber Creek subdivision where it flooded from a tropical storm. She added that she agrees that there are older properties that were not built up to code and the codes change every year. The City, County, and State all see different things and try and bring things up to standards. Ms. Shull continued that the development has received approval from St. John's River Water Management District (SJRWMD), the king of the water, elaborating that if they say that you can do it, you can do it. Ms. Shull suggested going to their meetings and talking to them regarding complaints, as they control the waterways and water in the State of Florida.

Ms. Shull continued that they are property owners and when you own a property, you can build what is allowed to be built there. They are building what is allowed and zoned there. She added that it is commercial and industrial and a nice looking project for what can go in there. It will be backed up to the railroad track and not everyone would be interested in doing that. Ms. Shull continued that this is the proper project to be on a commercial U.S. 1 Highway, next to railroad traffic.

Ms. Shull commented that the traffic on U.S. Highway 1, as well as the whole State of Florida, is growing everywhere and remarked that you cannot stop people from moving to Florida. She further explained that when they come, they want a house to live in, so the houses get built and then they want a place to store their stuff; the reason why these types of projects get built. She commented that he would not be building it if he did not feel like there were people out there wanting it. If it did not make money then it would not be built.

Ms. Shull concluded with the steps the Board goes through, including the thick planning packet books, the entities involved and engineering that has been a part of the process. She suggested to bring back another idea of what can go in its place, or a solution, besides just voicing dislike of the project.

Chairman Thomas pointed out to the north of the project is zoned B-8, to the south is zoned B-8, across the street is zoned B-8 and Special Environmental, and behind it and slightly to the south is R-2, Tomoka Oaks subdivision. He asked that Mr. Spraker display overhead what uses can go in the B-8 zoning district.

Chairman Thomas explained that anything in B-8 has already been approved and does not come to the Planning Board or City Commission and goes through the Site Plan Review Committee (SPRC). If the property went back to B-8, they would be allowed to put anything on there from the list displayed overhead, out of the Land Development Code (LDC) without any input from anyone, as State Law mandates. Chairman Thomas expressed the importance of understanding what is allowed on different pieces of property in different zoning districts in the City of Ormond Beach.

Chairman Thomas referenced tonight's second agenda item, in that it covers Live Local Act, legislatively passed in 2024, that has to be abided by. He reviewed the executive summary where it states that, "a city must authorize Live Local Act development of multifamily and mixed-use residential in any zone for commercial, industrial, or mixed uses. Administrative approval for Live Local Act development projects is required. These requests do not go before the City Commission or the City Planning Board for consideration". Chairman Thomas referenced the Live Local Act Update report.

He stated the highest density allowed in the city is 32 units per acre. Chairman Thomas further explained what this would mean for Ormond Beach in that the Live Local Act will allow 83,488 dwelling units for 2,609 acres of developed and vacant

qualifying lands and if 5 percent of the land were developed, using the Live Local Act, 4,160 dwelling units are possible over 130 acres, with an average of 2.25 people per household could increase the city's population by 187,848 residents at 100 percent, 10 times today's population. He referenced other examples, and added that the Board is able to make simple decisions but how their hands are tied a lot and they are looked at as the 'bad guys', expressing that he is not happy with all of the mandates and being told what to do.

Chairman Thomas referenced Ormond Lakes and anyone else that have moved to the area in the past three, five or seven years as being part of the problem with development. He suggests studying up and learning the restrictions. Chairman Thomas expressed a need for indoor RV storage in Ormond Beach.

Chairman Thomas added that university enrollment is down, with AI coming up, and trade schools are increasing enrollment. He stated "people are going to go back with making a living with their hands." He expressed his concern about the future of Ormond Beach.

Chairman Thomas stated that U.S. Highway 1 was the first commercial designated highway in the United States, dedicated on November 11, 1926, from Maine to Key West for north and south traffic as the main corridor. He referenced the need for gasoline, lodging, food/restaurants, and diapers (retail), commercial businesses on commercial highways. Chairman Thomas stated that he walked the subject property and that the ground is 'high and dry' land with pine trees, that do not grow in a lot of water, with 30' of buffer area, and three trees marked to be saved in the process.

Mr. Galloway suggested for those that do not agree with the Board and what they do, to become part of the solution. He explained that last year it was State-mandated by the Live Local Act to approve an apartment complex at the corner of Tymber Creek Road and State Road 40 and we're vilified over it. He continued that everyone has the right to agree and disagree. He added that he will work hard to make sure that nothing is ever built on the previously mentioned 'John's Island', but that the subject property is capable of having a number of things built on it, such as sexually oriented business or a cosmetic tattoo parlor. Mr. Galloway concluded that he has lived here 42 years and is tired of hearing about the flooding that has been going on for that long or even longer.

Chairman Thomas entertained a motion.

Mr. Railsback motioned to approve <u>PZ-2025-165, Tomoka Commerce Park, Planned Business Development Amendment, Issuance of a Development Order.</u> Mr. Gentry seconded the motion. The vote was called, and the motion was approved (6-0).

Chairman Thomas asked if there was any further discussion on the item.

Ms. Mercedes McCallen, 814 Creekwood Drive, Plantation Bay, inquired about the state land and the B-8 zoning district inquiries that she asked about earlier in the meeting. Mr. Spraker responded that he believes that this has been the zoning since it was purchased and it has never been changed.

Mr. Railsback suggested thinking about the parcel, zoning, and the land use, as three layers. At one point it was privately owned and it could have been developed but

because it is protected and is adjacent to the other state lands, the City and the taxpayers agreed that it was a good purchase.

Mr. Spraker stated that it is owned by the State and they would be the applicant to change the land use and zoning to Special Environmental.

Ms. McCallen asked for clarification about Shockney Drive being on the south side of the river when it is in Tomoka Estates on the north side. Mr. Spraker replied Shockney Drive is in Volusia County and that the map was made by the biologist/consultant and not the City. He continued that it may be a prescriptive right-of-way (ROW), and something that was platted in 1920's and could be showing in the water.

Ms. McCallen asked about the property to the south that is under water most of the year that is for sale by Mr. Milsap, and if he can develop it. Mr. Spraker stated that he would have to comply with the State and City standards. The property has a commercial parcel of land and would be required to go through all of the development standards for wetlands, floodplain, compensating storage, and access.

B. <u>PZ-2025-218, Live Local Update, Land Development Code Amendment</u>

Mr. Steven Spraker, Planning Director, explained the administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-used and parking requirement reductions.

Mr. Spraker stated that there were three primary changes with Senate Bill 1730:

1. Planned Developments for commercial, industrial, or mixed-use zonings;
2. Reduction of parking within a quarter mile of a transit stop;
3. Allows local governments to allow affordable housing on properties with Houses of Worship. Staff is not recommending as the Houses of Worship within the City do not have residential land use. They typically have Public Institutional land use, which does not allow residential units.

   Mr. Spraker added that if the Planning Board is interested in allowing Houses of Worship to do residential units on their property, it would need to be an amendment, and staff does not recommend it.

Chairman Thomas asked how Prince of Peace Church has residential living quarters on their property. Mr. Spraker answered that their land use and zoning is high density residential. They bought land next to them with a residential zoning and incorporated it into their church facility. Mr. Spraker responded that the property is zoned residential. Mr. Spraker continued that A House of Worship could have a "Public Institutional" land use and apply for a residential land use and zoning, but it would have to go before the Planning Board and City Commission.

Board discussion ensued on the topic with further clarification inquiries.

Mr. Galloway expressed frustration with what the State is doing with the Live Local Act and how it bypasses what the City and County can tell developers to do.

Outlook

FW: Ormond Beach Tomoka Commerce Park

From Otero, Jessica <Jessica.Otero@ormondbeach.org>
on behalf of
CityManager, NoReply <NoReply.CityManager@ormondbeach.org>

Date Mon 12/1/2025 3:25 PM

To Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Dauderis, Susan <Susan.Dauderis@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>; Whitley, Claire <Claire.Whitley@ormondbeach.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>

Hi:

The below email came in through the CM general email inbox.

Please let me know if there is anyone else who should receive this message.

Thanks!

Jessica Otero
Executive Assistant

City of Ormond Beach
22 South Beach Street , Ormond Beach, FL 32174
Phone: (386) 610-0400 | Fax: (386) 676-3384
jessica.otero@ormondbeach.org
www.ormondbeach.org
Please consider the environment before printing this e-mail.

From: Norman Lane <norman@rotomation.com>
Sent: Sunday, November 30, 2025 8:06 PM
To: Leslie, Jason <Jason.Leslie@ormondbeach.org>; Tolland, Lori <Lori.Tolland@ormondbeach.org>; Sargent, Travis <Travis.Sargent@ormondbeach.org>; Deaton, Kristin <Kristin.Deaton@ormondbeach.org>; Briley, Harold <Harold.Briley@ormondbeach.org>
Cc: CityManager, NoReply <NoReply.CityManager@ormondbeach.org>
Subject: Ormond Beach Tomoka Commerce Park

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

City Commission:
I am writing to encourage you to not accept the proposed plan as-is. This is yet another piece of sensitive land that would be clear cut, causing environmental damage and increasing flooding problems, just to make room for things that our city does not need. Nearly every resident of Ormond Beach will tell you that clearcutting our natural forest is what is destroying our beautiful environment and reducing our quality of life. We do not have to accept this.

We certainly do not need any more storage facilities in our city! Why sacrifice natural space for useless buildings?
Please tell the applicants that their proposal is not appropriate and will not be granted without significant concessions to reduce the impact of loss of wetland and forest including the potential increase in flooding.
Please include my message in the record of the upcoming meeting.
Best regards,
Norman Lane
1314 Northside Drive
Ormond Beach, FL 32174
386-453-0539

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2026-01

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 890 NORTH U.S. HIGHWAY 1, TO BE KNOWN AS THE "TOMOKA COMMERCE PARK"; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY FOR A MIXTURE OF COMMERCIAL, WAREHOUSE, AND LIGHT INDUSTRIAL USES; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

   This is an application submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park. The property is located at 890 North U.S. Highway 1. The master development plan proposes eleven (11) buildings, totaling approximately 110,270 square feet.

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 submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park. The property is located at 890 North U.S. Highway 1. The master development plan proposes eleven (11) buildings, totaling approximately 110,270 square feet.

   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 submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park. The property is located at 890 North U.S. Highway 1. The master development plan proposes eleven (11) buildings, totaling approximately 110,270 square feet.

   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 submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park. The property is located at 890 North U.S. Highway 1. The master development plan proposes eleven (11) buildings, totaling approximately 110,270 square feet.

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

   None. This is an application submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known

as the Tomoka Commerce Park. The property is located at 890 North U.S. Highway 1. The master development plan proposes eleven (11) buildings, totaling approximately 110,270 square feet.

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	February 3, 2026	**Item No**	8.B.
Section	PUBLIC HEARINGS	**Category**	Public Hearing - Ordinances
Subject	Land Development Code Amendment, Live Local Act 2025 Update (Second Reading)		
Recommended Action	The Planning Board recommends **APPROVAL** of the Land Development Code amendments to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act with Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, of the Land Development Code to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

The proposed Land Development Code amendment is based on the state-mandated Live Local Act update to provide affordable housing.

Zev Cohen and Associates provided the original analysis of the Live Local Act for the City of Ormond Beach and provided an analysis of the 2025 update.

The Planning Board reviewed the proposed Land Development Code amendments at the December 11, 2025, meeting and recommended approval.

Financial Impact

None

Citizen Impact

The proposed amendments are based upon state law updates and the city is required to align the Land Development Code regulations with state statutes.

Attachments

1. 26-02 Planning LDC Amendment, Section 2-39, Live Local Act P25-0194G
2. 12.11.2025, PB Report, Live Local Act Update, LDC Amendment(8.5X11)
3. DRAFT 12.11.25 Planning Board Minutes - Live Local Amendment
4. Ordinance BIE, LDC Amendment, LLA

ORDINANCE NO. 2026-02

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-39, AFFORDABLE HOUSING, OF THE ORMOND BEACH *LAND DEVELOPMENT CODE* TO UPDATE THE SECTION BASED ON SENATE BILL 1730 FOR EXPANDED APPLICABILITY TO PLANNED DEVELOPMENTS PERMITTED IN AREAS ZONED FOR COMMERCIAL, INDUSTRIAL, OR MIXED-USE AND PARKING REQUIREMENT REDUCTIONS; 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 2-39, Affordable Housing, of the *Land Development Code* to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions; and

WHEREAS, on March 29, 2023, Governor Ron DeSantis signed Senate Bill 102, creating Section 125.01055(7) and Section 166.04151(7), Florida Statutes (2023), known as the Live Local Act, taking effect on July 1, 2023; and

WHEREAS, on May 16, 2024, Governor Ron DeSantis signed SB 328, amending the Live Local Act, taking effect on May 16, 2024; and

WHEREAS, on June 23, 2025, Governor Ron DeSantis signed Senate Bill 1730, amending the Live Local Act, taking effect on July 1, 2025; and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on December 11, 2025, on the requested amendments 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 constitutes additions to the original text and ~~strikethrough~~ 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 2-39, Affordable Housing, of Article II, District Regulations, of Chapter 2, District and General Regulations, is hereby amended to the following:

Sec. 2-39. Affordable Housing.

(a) *Purpose and intent.* The purpose of this section is to address and implement the requirements of the Live Local Act in accordance with Florida Statute Section 125.01055(7) and Section 166.04151(7).

(b) *Implementation.* With respect to multifamily and mixed-use residential affordable housing as further described herein, the following eligibility criteria, procedures, and standards shall apply:

(1) The development rights afforded by this statutory provision, including the right to city administrative approval and the imposition of restrictions on the application of city density, floor area ratio, and height limitations, apply only to properties zoned for commercial or industrial. No other properties

are eligible. Among those properties excluded from eligibility are properties ~~subject to any Planned Developments (PD) including~~ zoned as Planned Residential Development (PRD)~~, Planned Business Development (PBD), Planned Industrial Development (PID), and Planned Mixed Use Development (PMUD),~~ unless the planned development agreement for the property specifically provides for such applicability; and properties zoned for or used primarily or solely as a golf course or developed as a golf course. For purposes herein, the term golf course includes driving ranges, practice putting greens, and golf practice areas, whether developed as part of a golf course or as a stand-alone facility. Properties subject to the airport exception found in Florida Statute Section 333.03(5) are also not eligible.

(2) An applicant seeking to avail itself of the rights afforded by this statutory provision, shall be required to execute and record a Declaration of Covenants and Restrictions/Land Use Restriction Agreement (LURA) documenting the project's affordability (and where applicable in the city's discretion, providing for verification of documentation at the applicant's cost), in a form provided by or acceptable to the City Attorney, and recorded at the property owner's sole cost. The LURA shall have a 40 (forty) year term naming the city as a party whose release or authorization to modify the LURA shall be required to allow the cancellation or modification to be effective. Proof of recordation in the public records of Volusia County must be provided to the city and shall be a prerequisite to issuance of any building permits.

(3) Except for density, floor area ratio, and height, a project eligible for the development rights provided by this statutory provision must comply with all other applicable development standards established in the Land Development Code, including, but not limited to, use specific standards, lot and dimensional standards, and all other regulations pertaining to site design, storm water retention, Base Floor Elevation (BFE), and compensating storage. Any project in conflict with an applicable provision of the comprehensive plan, or with applicable development standards, is not eligible for the development rights provided by this statutory provision.

(4) For a proposed, eligible project using the Live Local Act or any successor legislation's development rights, upon issuance of building permits and for so long as the project is under construction, the developer will post notice on the property using a poster provided by the city which will include a reference to the Live Local Act and affordable housing. The developer shall be responsible for the cost of the poster, reimbursable to the city.

(5) Parking. If a property is located within one-quarter mile of a transit stop, the parking requirements shall be reduced by twenty percent (20%).

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 20th day of January 2026.

PASSED UPON at the second and final reading of the City Commission, this 3rd day of February 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code (LDC) Amendment
Live Local Act 2025 Update

PLANNING BOARD DATE:	December 11, 2025
TENTATIVE CITY COMMISSION DATES:	January 20, 2026 (1st Reading) and February 3, 2026 (2nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ-2025-218
SUBJECT:	LDC amendment: Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted for commercial, industrial, or mixed use
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

SECTION 2, BACKGROUND: The Live Local Act, created through Senate Bill (SB) 102 and effective on July 1, 2023, mandates that local governments must permit multifamily and mixed-use residential developments in areas zoned for commercial, industrial, or mixed-use, provided that at least 40 percent of the residential units in a proposed multifamily rental development are affordable for a minimum of 30 years. There were updates to the Live Local Act with SB 328, which Governor DeSantis signed on May 16, 2024. On February 4, 2025, the City Commission approved Ordinance 2025-08 that created Section 2-39, Affordable housing to implement the Live Local Act within the City's Land Development Code. Separate from the Land Development Code, on December 27, 2024, the City Commission authorized Resolution 2024-217, electing not to exempt certain properties located within the City of Ormond Beach from ad valorem taxation under the Live Local Act. There is a pending Resolution for 2025 regarding the opt-out of ad valorem taxation, based on the 2025 Shimberg Center for Housing Studies Annual Report.

SECTION 3, ANALYSIS: Zev Cohen and Associates provided the original analysis of the Live Local Act for the City of Ormond Beach and provided an analysis of the 2025 update (Attachment 1) that was enacted with Senate Bill 1730 (see Attachment 2). Key aspects of the update include:

1. Expanded the applicability of the Live Local Act to include Planned Unit Developments (PUDs) permitted for commercial, industrial, or mixed use. **This is part of the Land Development Code update.**
2. Local governments are prohibited from requiring more than 10 percent of the total square footage of a mixed-use Live Local project to be used for nonresidential purposes.
3. Density, height, and floor area ratio allowances cannot be lower than the highest allowed entitlements as of July 1, 2023.
4. The update allows local governments to permit affordable housing on properties with Houses of Worship, regardless of zoning. This provision is at the option of the local government. The proposed Land Development Code amendments do not allow permitting affordable housing on properties with Houses of Worship. If there is a desire to enable affordable housing on properties with Houses of Worship, an amendment would be needed.
5. Requires local governments to reduce parking requirements by 15 percent for developments within a quarter mile of a transit stop, half mile of a major transportation hub, or with available parking within 600 feet. **This is part of the Land Development Code update.** The Land Development Code already allows a twenty percent (20%) parking reduction for properties on a multi-modal corridor.

The proposed update is as follows (~~strikethrough~~ text is deleted text and <u>underlined</u> text is proposed text):

Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing

Sec. 2-39. Affordable housing.

(a) *Purpose and intent.* The purpose of this section is to address and implement the requirements of the Live Local Act in accordance with Florida Statute Section 125.01055(7) and Section 166.04151(7).

(b) *Implementation.* With respect to multifamily and mixed-use residential affordable housing as further described herein, the following eligibility criteria, procedures, and standards shall apply:

(1) The development rights afforded by this statutory provision, including the right to city administrative approval and the imposition of restrictions on the application of city density, floor area ratio, and height limitations, apply only to properties zoned for commercial or industrial. No other properties are eligible. Among those properties excluded from eligibility are properties ~~subject to any Planned Developments (PD) including~~ <u>zoned as</u> Planned Residential Development (PRD)~~, Planned Business Development (PBD), Planned Industrial Development (PID), and Planned Mixed-Use Development (PMUD),~~ unless the planned development agreement for the property

specifically provides for such applicability; and properties zoned for or used primarily or solely as a golf course or developed as a golf course. For purposes herein, the term golf course includes driving ranges, practice putting greens, and golf practice areas, whether developed as part of a golf course or as a stand-alone facility. Properties subject to the airport exception found in Florida Statute Section 333.03(5) are also not eligible.

(2) An applicant seeking to avail itself of the rights afforded by this statutory provision, shall be required to execute and record a Declaration of Covenants and Restrictions/Land Use Restriction Agreement (LURA) documenting the project's affordability (and where applicable in the city's discretion, providing for verification of documentation at the applicant's cost), in a form provided by or acceptable to the City Attorney, and recorded at the property owner's sole cost. The LURA shall have a 40 (forty) year term naming the city as a party whose release or authorization to modify the LURA shall be required to allow the cancellation or modification to be effective. Proof of recordation in the public records of Volusia County must be provided to the city and shall be a prerequisite to issuance of any building permits.

(3) Except for density, floor area ratio, and height, a project eligible for the development rights provided by this statutory provision must comply with all other applicable development standards established in the Land Development Code, including, but not limited to, use specific standards, lot and dimensional standards, and all other regulations pertaining to site design, storm water retention, Base Floor Elevation (BFE), and compensating storage. Any project in conflict with an applicable provision of the comprehensive plan, or with applicable development standards, is not eligible for the development rights provided by this statutory provision.

(4) For a proposed, eligible project using the Live Local Act or any successor legislation's development rights, upon issuance of building permits and for so long as the project is under construction, the developer will post notice on the property using a poster provided by the city which will include a reference to the Live Local Act and affordable housing. The developer shall be responsible for the cost of the poster, reimbursable to the city.

(5) Parking. If a property is located within one-quarter mile of a transit stop, the parking requirements shall be reduced by twenty percent (20%).

SECTION 4, CONCLUSION: Section 1-15(e) of the Land Development Code requires that specific criteria 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 amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update to provide affordable housing. The Zev Cohen analysis summarizes the 2025 update and needed amendments.

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. The Housing Element includes multiple policies to support affordable housing.

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.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing. The Live Local Act does not exempt future developments from the city's environmental standards.

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**.

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing. The Site Plan Review Committee would review any Live Local Act projects.

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.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing.

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.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing. Traffic impacts and access would be reviewed when a project is submitted.

7. The proposed development is functional in the use of space and aesthetically acceptable.

No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing. This criterion is not applicable.

8. The proposed development provides for the safety of occupants and visitors.

No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing. This criterion is not applicable.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing. This criterion is not applicable.

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** an amendment to the Land Development Code to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing to update the section based on changes to the Live Local Act based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions, as follows:

Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing

Sec. 2-39. Affordable housing.

(a) *Purpose and intent.* The purpose of this section is to address and implement the requirements of the Live Local Act in accordance with Florida Statute Section 125.01055(7) and Section 166.04151(7).

(b) *Implementation.* With respect to multifamily and mixed-use residential affordable housing as further described herein, the following eligibility criteria, procedures, and standards shall apply:

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or solely as a golf course or developed as a golf course. For purposes herein, the term golf course includes driving ranges, practice putting greens, and golf practice areas, whether developed as part of a golf course or as a stand-alone facility. Properties subject to the airport exception found in Florida Statute Section 333.03(5) are also not eligible.

(2) An applicant seeking to avail itself of the rights afforded by this statutory provision, shall be required to execute and record a Declaration of Covenants and Restrictions/Land Use Restriction Agreement (LURA) documenting the project's affordability (and where applicable in the city's discretion, providing for verification of documentation at the applicant's cost), in a form provided by or acceptable to the City Attorney, and recorded at the property owner's sole cost. The LURA shall have a 40 (forty) year term naming the city as a party whose release or authorization to modify the LURA shall be required to allow the cancellation or modification to be effective. Proof of recordation in the public records of Volusia County must be provided to the city and shall be a prerequisite to issuance of any building permits.

(3) Except for density, floor area ratio, and height, a project eligible for the development rights provided by this statutory provision must comply with all other applicable development standards established in the Land Development Code, including, but not limited to, use specific standards, lot and dimensional standards, and all other regulations pertaining to site design, storm water retention, Base Floor Elevation (BFE), and compensating storage. Any project in conflict with an applicable provision of the comprehensive plan, or with applicable development standards, is not eligible for the development rights provided by this statutory provision.

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(5) Parking. If a property is located within one-quarter mile of a transit stop, the parking requirements shall be reduced by twenty percent (20%).

Attachments:

Attachment 1: Live Local Act 2025 Update, prepared by Zev Cohen & Associates
Attachment 2: Senate Bill 1730

ATTACHMENT 1

Live Local Act 2025 Update, prepared by Zev Cohen & Associates

ZEVCOHEN & ASSOCIATES INC
Civil Engineering · Landscape Architecture · Planning · Environmental Services
300 Interchange Blvd, Suite C, Ormond Beach, FL 32174
Phone: (386) 677-2482

LIVE LOCAL ACT ANALYSIS

ZC# 23332

Prepared for:

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

Prepared by:

Rebekah Cottle, Planner II
Mark Karet, AICP, Planning Director

City of Ormond Beach

Volusia County, FL

AUGUST 2025

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I. SCOPE OF ANALYSIS

The accuracy of this analysis is subject to available information known, discovered, or presented at the time of research.

A. ***OUR RESPONSIBILITY:***

1. Review the key provisions and regulations of the Live Local Act.
2. Develop a summary of the Live Local Act highlighting critical provisions of the law that preempt or modify local land use decision-making.
3. Review land use & zoning maps provided by City staff identifying vacant and developed commercial, industrial, and mixed-use properties.
4. Review acreage provided by the City staff of available vacant and developed land designated for commercial, industrial, and mixed-use purposes.
5. Evaluate the distribution of commercial, industrial, and mixed uses properties.
6. Identify the potential density impacts of development and redevelopment under the Live Local Act.
7. Identify potential impacts on the surrounding area for those properties potentially impacted by Live Local Act developments.
8. Consider if other development standards (not exempted in The Live Local Act) should be amended/modified to mitigate any substantial impacts identified in Task 7.
9. Prepare a brief report summarizing the findings of the review.

II. EXECUTIVE SUMMARY

The Live Local Act, initially passed during the 2023 legislative session, restricts the City of Ormond Beach's authority to control the location of residential housing within the City. Prior to the adoption of the Live Local Act, the City had complete discretion to direct new housing to areas planned for residential growth with compatible land uses and in accordance with long-held planning principles. The following is a list of the most impactful provisions of the law to the City of Ormond Beach:

1. A City must authorize Live Local Act developments of multi-family and mixed-use residential in any area zoned for commercial, industrial, or mixed uses.
2. Administrative (i.e. City staff) approval for Live Local Act development projects is required. These requests do not go before the City Commission or the City's Planning Board for consideration.
3. The highest density allowed in the City, 32-units per acre, is the density permitted for Live Local Act developments.
    a. The gross number of dwelling units possible across the City using the Live Local Act is 83,488 dwelling units for 2,609 acres of developed and vacant qualifying lands. If 5% of this land were developed using the Live Local Act, 4,160 dwellings units are possible on 130 acres.
    b. At an average of 2.25 people per household, this could increase the City's population by 187,848 residents (100%) or 9,360 residents (5%).
4. A City may not restrict the floor area ratio (FAR) of a development below 150% of the highest currently allowed FAR on any developable land. Ormond Beach's highest currently allowed FAR is 1.5, and at 150%, the allowable FAR for Live Local Act developments is 2.25.
5. A City may not restrict the height below the highest allowed for either commercial or residential development within the jurisdiction, within one mile of the proposed development, or three stories, whichever is higher. The maximum height allowed in Ormond Beach is 75 feet.
6. A City may restrict the height of a development if it is adjacent to, on two or more sides, a parcel zoned for single-family residential use, within a single-family residential development with at least 25 contiguous single-family homes to the following options, whichever is highest:
    a. 150% of the tallest building on any adjacent property; or,
    b. the highest currently allowed height of the property; or,
    c. three stories.

7. The Live Local Act states developers can qualify for a 75% property tax exemption if they rent 40% of units to people whose annual household income "is greater than 80% but not more than 120% of the median annual adjusted gross income for households within the metropolitan statistical area."
   a. To qualify for a 100% tax exemption, the units would need to be rented to people whose median income doesn't exceed the 80% median annual adjusted gross income.
   b. The median income for the Deltona-Daytona Beach-Ormond Beach metropolitan area is $82,800, according to the Florida Housing Finance Corporation as of April 1, 2024.
   c. The 80% to 120% income range for a one-person household is $46,400 to $69,600. Based on rent limits as outlined by the U.S. Department of Housing and Urban Development, a one-bedroom apartment could be rented for between $1,243 and $1,864 to qualify as an eligible affordable housing unit for a Live Local development.
   d. According to Rent.com as of May 5, 2024, the average rent in Ormond Beach for a one-bedroom apartment is $1,200.
   e. Based upon average rent rates in Ormond Beach, the City would lose at least 75% and up to 100% of expected property tax revenue from Live Local Act developments meant to provide affordable housing to an area in which the rent average falls within the affordable housing range.

HUD release: 4/2/2024
Effective: 4/1/2024
Implement on/before: 5/16/2024

2024 Income Limits and Rent Limits
Florida Housing Finance Corporation
Multifamily Rental Programs and CWHIP Homeownership Program
NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Volusia County	**20%**	**11,600**	**13,260**	**14,920**	**16,560**	**17,900**	**19,220**	**20,540**	**21,860**	**23,184**	**24,509**	**290**	**310**	**373**	**430**	**480**	**530**
(Deltona-Daytona Beach-	25%	14,500	16,575	18,650	20,700	22,375	24,025	25,675	27,325	28,980	30,636	362	388	466	538	600	662
Ormond Beach HMFA)	**28%**	**16,240**	**18,564**	**20,888**	**23,184**	**25,060**	**26,908**	**28,756**	**30,604**	**32,458**	**34,312**	**406**	**435**	**522**	**603**	**672**	**742**
	30%	17,400	19,890	22,380	24,840	26,850	28,830	30,810	32,790	34,776	36,763	435	466	559	646	720	795
	33%	**19,140**	**21,879**	**24,618**	**27,324**	**29,535**	**31,713**	**33,891**	**36,069**	**38,254**	**40,440**	**478**	**512**	**615**	**710**	**792**	**874**
	35%	20,300	23,205	26,110	28,980	31,325	33,635	35,945	38,255	40,572	42,890	507	543	652	753	840	927
	40%	**23,200**	**26,520**	**29,840**	**33,120**	**35,800**	**38,440**	**41,080**	**43,720**	**46,368**	**49,018**	**580**	**621**	**746**	**861**	**961**	**1,060**
	45%	26,100	29,835	33,570	37,260	40,275	43,245	46,215	49,185	52,164	55,145	652	699	839	969	1,081	1,192
	50%	**29,000**	**33,150**	**37,300**	**41,400**	**44,750**	**48,050**	**51,350**	**54,650**	**57,960**	**61,272**	**725**	**776**	**932**	**1,076**	**1,201**	**1,325**
	60%	34,800	39,780	44,760	49,680	53,700	57,660	61,620	65,580	69,552	73,526	870	932	1,119	1,292	1,441	1,590
	70%	**40,600**	**46,410**	**52,220**	**57,960**	**62,650**	**67,270**	**71,890**	**76,510**	**81,144**	**85,781**	**1,015**	**1,087**	**1,305**	**1,507**	**1,681**	**1,855**
Median: 82,800	80%	46,400	53,040	59,680	66,240	71,600	76,880	82,160	87,440	92,736	98,035	1,160	1,243	1,492	1,723	1,922	2,120
	120%	**69,600**	**79,560**	**89,520**	**99,360**	**107,400**	**115,320**	**123,240**	**131,160**	**139,104**	**147,053**	**1,740**	**1,864**	**2,238**	**2,584**	**2,883**	**3,180**
	140%	81,200	92,820	104,440	115,920	125,300	134,540	143,780	153,020	162,288	171,562	2,030	2,175	2,611	3,015	3,363	3,710

8. The airport exception, which includes airport noise zones, runway extension areas, and airport overlay districts, has an impact on preventing the use of Live Local Act provisions around these areas in the City (see appendix for maps depicting these areas.

9. The parking exceptions created by the 2024 addition to the Live Local Act do not apply to Ormond Beach. The City has its own parking reductions built into their code in designated areas the City deemed appropriate.

III. 2023 LIVE LOCAL ACT SUMMARY; SB 102

A. ***DISCRETIONARY PROVISIONS (SECTION 166.04151(6), F.S.):***

The Live Local Act allows local governments to approve the development of housing on any parcel zoned for commercial and industrial use. To qualify the development must have at least 10 percent of the units must be affordable to households with incomes up to 120% of the area median income. Affordable means monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of the household median adjusted gross annual income.

B. ***MANDATORY PROVISIONS:***

The Live Local Act (LLA) preempts local governments from regulating the use, density, or height of a proposed affordable housing multifamily or mixed-use residential project on a property that is zoned for commercial, industrial, or mixed use. To qualify the development must have at least 40% of its units reserved as affordable for households with incomes up to 120% of the area median income for at least 30 years. If the proposed development is mixed use, 65% of its gross floor area must be residential.

More specifically the provisions of Section 166.0415(1) require the following:

1. A City must authorize multi-family and mixed-use residential in any area zoned for commercial, industrial, or mixed uses.
2. A City may not require zoning or land use changes, special exceptions or conditional use approvals, variances, or comprehensive plan amendments for height, zoning, or density.
3. A City may not limit the density of a development below the highest density allowed in the jurisdiction where residential density is allowed.
4. A City may not restrict the height below the highest allowed for either commercial or residential development within the jurisdiction, within one mile of the proposed development, or three stories, whichever is higher.
5. A City must administratively approve – without public hearings or meetings – if the regulations applicable to multifamily development are met (including, but not limited to, setbacks and parking) and consistency with the comprehensive plan, except for density, height, and land use.
6. The Live Local Act requires local governments to consider reduced parking for developments meeting the 40% Requirement, if the proposed

development is within a ½ mile of a major transit stop that is accessible from the proposed development.

IV. 2024 LIVE LOCAL ACT SUMMARY; SB 328 & SB 7074 (Pending Governor Signature)

A. ***DISCRETIONARY PROVISIONS (SECTION 166.04151(7)&(8)F.S.):***

1. A City must "consider" reducing parking for developments within ¼ mile of a transit stop, as defined in the City's land development code, and the transit stop is accessible from the development.
2. A City may still grant a bonus, variance, conditional use, or other special exception to height, density, or floor area ratio above what is required by the Live Local Act.

B. ***DISCRETIONARY PROVISIONS (SECTION 196.1978(3)(o)F.S.):***

1. Beginning with the 2025 tax roll, a tax authority may elect upon adoption of an ordinance or resolution approved by a two-thirds vote of the governing body, not to exempt property located in a county specified pursuant to the latest Shimberg Center for Housing Studies Annual Report for a county that is part of the jurisdiction of the taxing authority, that the number of affordable and available units in the county is greater than the number of renter households in the county for natural persons or families who meet the specified income limitations. This ordinance or resolution is only good for one year and must be readdressed by ordinance or resolution annually.
2. Volusia County and the municipalities located within are not currently eligible to use this exemption according to the latest Shimberg Center for Housing Studies Annual Report.

C. ***MANDATORY PROVISIONS:***

1. A City may not restrict the floor area ratio (FAR) of a development below 150% of the highest currently allowed FAR on any developable land.
2. A City may not limit the density of a development below the highest currently allowed density allowed in the jurisdiction where residential density is allowed.
   a. The term "highest current allowed" for FAR, Density, and height does not include any developments having received any bonus, variance, or special exception as an incentive for development.
3. A City may restrict the height of a development if it is adjacent to, on two or more sides, a parcel zoned for single-family residential use, within a single-

family residential development with at least 25 contiguous single-family homes to the following options, whichever is highest:
   a. 150% of the tallest building on any adjacent property; or,
   b. the highest currently allowed height of the property; or,
   c. three stories.
4. A City must administratively approve – without public hearings or meetings – if the regulations applicable to multifamily development are met (including, but not limited to, setbacks and parking) and is "otherwise consistent with the comprehensive plan," except for density, FAR, height, and land use.
5. A City must reduce parking requirements by at least 20% if the development:
   a. Is located within ½ mile of a major transportation hub (i.e. transit station served by public transit with a mix of other transportation options) accessible from the development.
   b. Has available parking (on-street parking and parking lots/garages available for use by residents) within 600 ft of the development.
      i. However, a City may not require available parking to compensate for the reduced parking requirement.
6. A City is required to eliminate parking requirements for a mixed-use residential development if the development is located in an area identified as a transit-oriented development/area by the City.
   a. A development located in a transit-oriented development/area must be developed as a mixed-use development.
7. These special, Live Local Act development regulations do not apply to airport-impacted areas as provided in F.S. 333.03 and recreation and commercial working waterfronts in F.S. 342.201(2)(b) in any area industrial zoned. More specifically, these do not apply to:
   a. A development near a runway within ¼ mile laterally from the runway edge and within an area the width of ¼ mile extending at right angles from the end of the runway for 10,000 feet of any existing airport runway or planned airport runway identified in the local government's airport master plan.
   b. A development within any airport noise zone identified in the federal land use compatibility table or in a land-use zoning or airport noise regulation adopted by the local government.
   c. A development exceeding maximum height restrictions identified in the political subdivision's airport zoning regulation adopted pursuant to this section.
   d. Recreational and commercial working waterfront parcels industrially zoned. "Recreational and commercial working waterfront" means a parcel or parcels of real property that provide access for water-

dependent commercial activities or provide access for the public to the navigable waters of the state.

8. Any development authorized under the Live Local Act must be treated as a conforming use into the future even after the Act expires in 2033. If at any point the development violates the affordability period of 30 years, the development must be allowed a reasonable time to rectify, and if not resolved the development must be treated as a nonconforming use.

V. 2025 LIVE LOCAL ACT SUMMARY; SB 1730

A. UPDATED DEFINITIONS

1. Introduced new definitions for key terms – e.g. "commercial use", "industrial use" & "mixed use".
2. Properties zoned for wholesale sales, equipment rentals and other for-profit business activities are to be considered commercial uses.
3. Clarified that the definition of planned unit developments (PUDs) as used in the LLA is the same definition used in Chapter 163 Part II Growth Policy; County and Municipal Planning; Land development regulation.

B. APPLICABILITY AND SCOPE

1. Expanded the applicability to planned unit developments (PUDs) permitted for commercial, industrial or mixed use.
2. Local governments are prohibited from requiring more than 10 percent of the total square footage of a mixed-use Live Local project to be used for nonresidential purposes.
3. Density, height and floor area ratio allowances cannot be lower than the highest allowed entitlements as of July 1, 2023.
4. These are the updated terms:

   a. "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.

   b. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food

service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

c. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

d. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

C. ***RELIGIOUS INSTITUTIONS PROVISION***

1. The 2025 Live Local Act now allows local governments to permit affordable housing on properties with houses of worship, regardless of zoning. Local

governments can choose to participate. If the local government chooses, developers can now move forward without rezoning the property.

2. Religious Institution as defined in s. 170.201(2), means "any church, synagogue, or other established physical place for worship at which nonprofit religious services and activities are regularly conducted and carried on…"
3. There are 36 houses of worship within the City, occupying a cumulative area of 226.37acres. If these parcels were developed at the maximum allowable density of 32-units per acre, the total yield would be 7,244 units. However, given the area of the parcels already developed with a house of worship and associated structures, it's highly unlikely that this maximum yield would be attainable.
4. At an average of 2.25 people per household, this could potential increase the City's population by 16,299 residents.
5. If only 5% of the potential population increase is realized, the population increase would be 815 new residents.

D. ADMINISTRATIVE APPROVAL PROCESSES

1. Clarifies that qualifying developments must receive administrative approval without further action from quasi-judicial or administrative boards or reviewing bodies if the project complies with local LDC for multifamily development & Comp Plan (except for density)
2. Local governments may not require an amendment to a Development of Regional Impact (DRI) for LLA projects.

E. HISTORIC PROPERTIES: DEMOLITIONS AND HEIGHT LIMITS

1. Local governments must approve demolitions for qualifying developments that meet all regulations without further board or commission review. However, if the site has a historic building listed in the National Register of Historic Places (before Jan. 1, 2000) or is within a listed historic district, the government may require compliance with local architectural design rules (e.g., façade replication) as long as these do not change the project's height, floor area ratio, or density.
2. Parcels that contains a contributing structure or building within a historic district listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, may be restricted to the highest building height currently allowed, or allowed on July 1, 2023, within a reduced radius of ¾ mile.

F. SINGLE-FAMILY RESIDENTIAL: PROTECTION INCREASE - HEIGHT

1. LLA projects, adjacent on two or more sides to single-family residential with at least 25 contiguous homes, are now restricted to a maximum 10 stories, irrespective of taller adjacent heights or zoned heights within 1-mile. Adjacent now excludes properties separated by a body of water and public roads.
2. For proposals adjacent to, on two or more sides, a parcel zoned for single-family residential use within a single-family neighborhood with at least 25 contiguous single-family homes, local governments may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed (or allowed on July 1, 2023) or three stories, whichever is higher, but not more than 10 stories.

G. ENVIRONMENTAL PROTECTIONS: PROTECTION INCREASE

1. In addition to prohibition against LLA projects in airport-impact areas (Fla. Stat. 333.03) and recreational or commercial working waterfront (Fla. Stat. 342.201(2)(b) in any area zoned industrial, LLA shall also now be prohibited in the Wekiva Study Area and the Everglades Protection Area.

H. PARKING REQUIREMENTS

1. Requires local governments to reduce parking requirements by 15 percent for developments within a quarter-mile of a transit stop, half-mile of a major transportation hub or with available parking within 600 feet.

I. CIVIL ACTIONS AND MORATORIA

1. Expedites civil actions filed against local governments for violating the Live Local Act and caps attorney fees and costs at $250,000. The amendments allow a county to enforce a building moratorium against developments that qualify under the Live Local Act for no more than 90 days in any three-year period after the county has prepared an assessment of affordable housing in the business impact estimate for the ordinance imposing such a moratorium.

J. ANNUAL REPORTING FOR LOCAL GOVERNMENTS

1. Requires local governments to provide annual reports on litigation, proposed or approved projects, and other relevant data to the state land planning agency.

VI. IMPACTS TO ORMOND BEACH

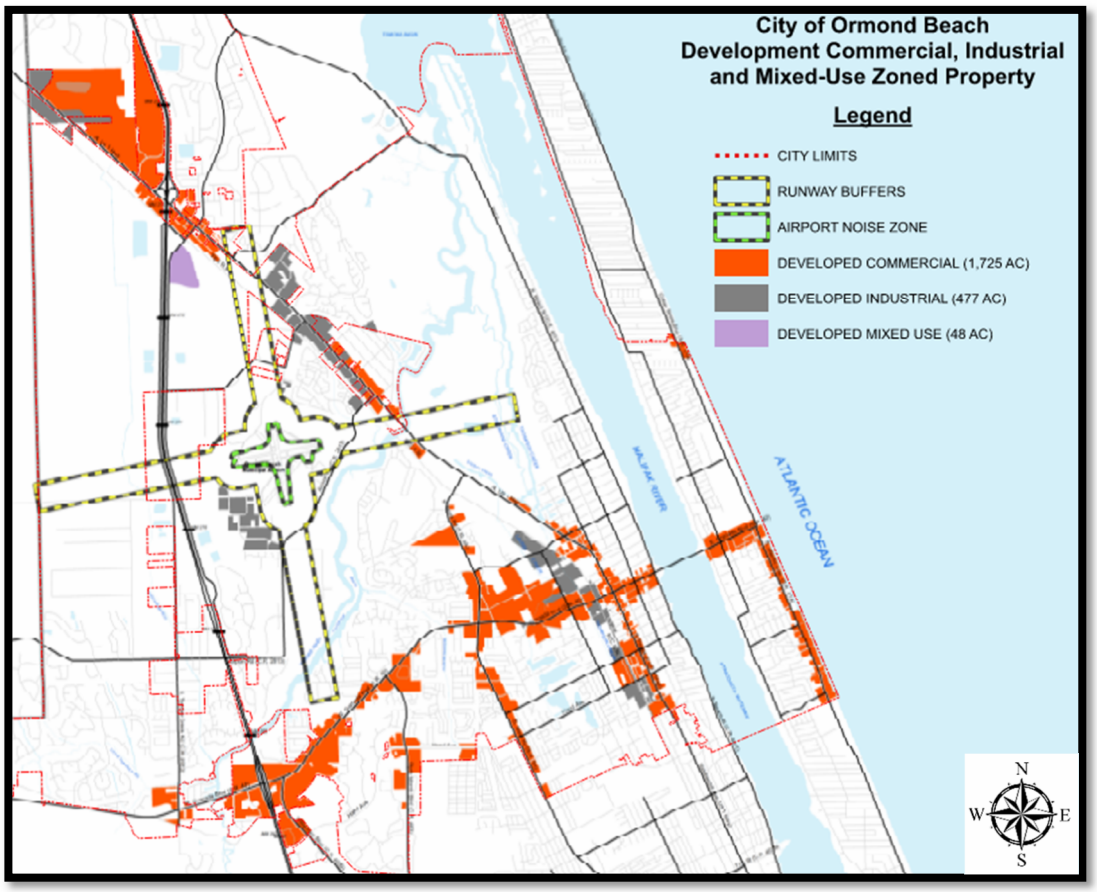
A. ***DEVELOPED LANDS***

1. COMMERCIAL: 2,267 Acres
   a. Planned Business Developments are included in the updated 2025 amendments to the Live Local Act. The City has 642 acres zoned Planned Business Development, which consist of both vacant and developed parcels.
   b. If built out to the maximum density of 32-units per gross acre, 72,544 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 163,224 residents.
   c. If only 5% of the possible acreage was used (86 acres) for Live Local Act development, 3,627 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 8,161 residents.

2. INDUSTRIAL: 477 Acres
   a. If built out to the maximum density of 32-units per gross acre, 15,264 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 34,344 residents.
   b. If only 5% of the possible acreage was used (23 acres) for Live Local Act development, 736 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 1,656 residents.

3. TOTAL DWELLING UNIT AND POPULATION INCREASES:
   a. The gross number of dwelling units possible for developed lands is 87,808 dwelling units. If 5% of this land were developed (137 acres) using the Live Local Act, 4,384 dwellings units are possible.
   b. At an average of 2.25 people per household, this could increase the City's population by 197,568 residents (100%) or 9,864 residents (5%).

- Notes:
  - These numbers do not include City owned parcels.
  - 2.25 average people per household is sourced from July 31, 2023, U.S. Census data for Ormond Beach.
  - Calculations rounded down to the nearest whole number.



B. ***VACANT LANDS***

1. COMMERCIAL: 268 Acres.
   a. If built out to the maximum density of 32-units per gross acre, 8,576 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 19,296 residents.
   b. If only 5% of the possible acreage was used (13 acres) for Live Local Act development, 416 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 936 residents.

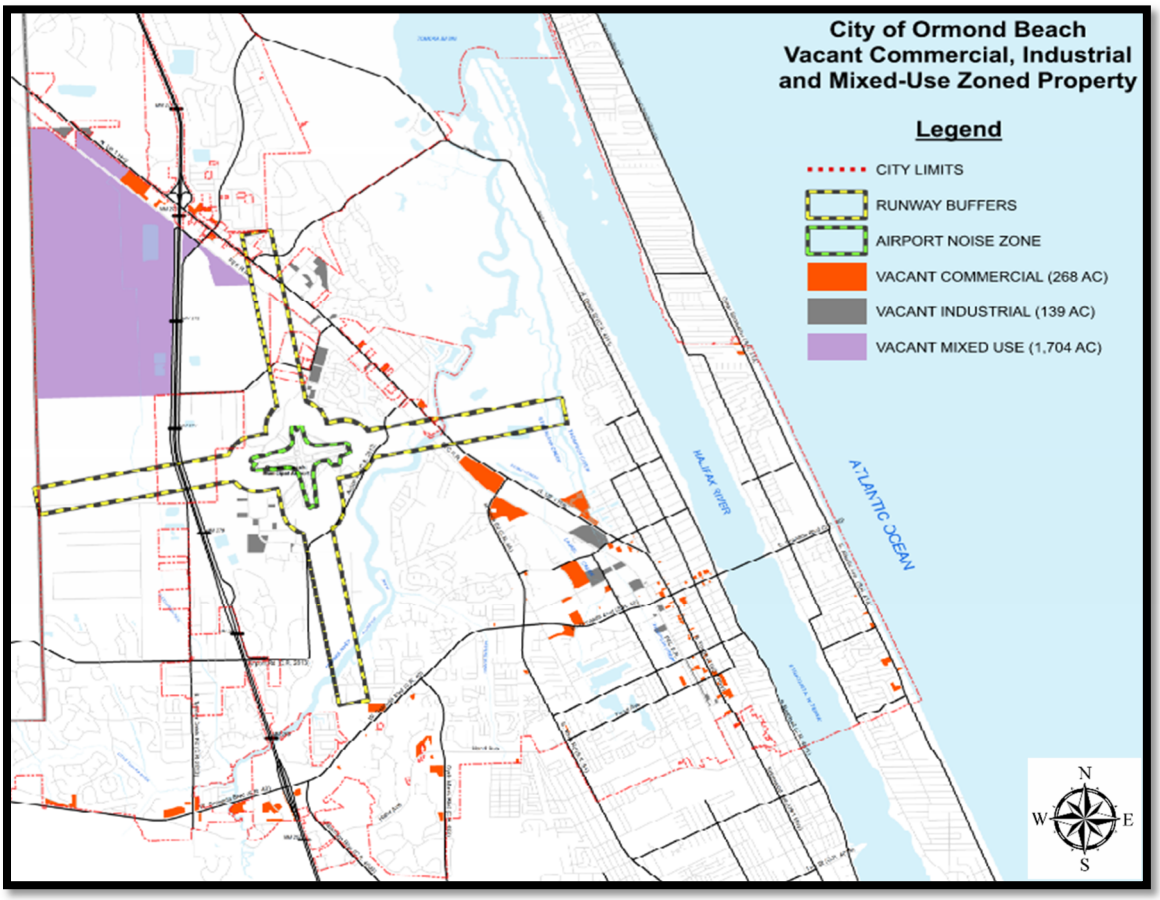
2. INDUSTRIAL: 139 Acres
   a. If built out to the maximum density of 32-units per gross acre, 4,448 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 10,008 residents.
   b. If only 5% of the possible acreage was used (6 acres) for Live Local Act development, 192 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 432 residents.

3. MIXED-USE (Planned Mixed Use Development Zoning only): 2,919 Acres
    a. Mixed-use zoning is permitted via planned development zoning only and will now qualify for Live Local Act developments. If built out to the maximum density of 32-units per gross acre, the maximum yield would be a cumulative total of 93,408 units.
        b. At an average of 2.25 people per household, this could increase the City's population by 210,168 residents (100%) or 10,508 residents (5%).

4. TOTAL DWELLING UNIT AND POPULATION INCREASES:
    a. The gross number of dwelling units possible for vacant lands (3,326 acres) is 106,432 dwelling units. If 5% of this land were developed (166 acres) using the Live Local Act, 5,312 dwellings units are possible.
    b. At an average of 2.25 people per household, this could increase the City's population by 239,472 residents (100%) or 11,952 residents (5%).

- Notes:
    - These numbers do not include City owned parcels.

- 2.25 average people per household is sourced from July 31, 2023, U.S. Census data for Ormond Beach.
- Calculations rounded down to the nearest whole number.



C. COMBINED DEVELOPED AND VACANT LAND IMPACTS

1. The gross number of dwelling units possible across the City using the Live Local Act is 194,240 dwelling units for 6,070 acres of developed and vacant qualifying lands. If 5% of this land were developed using the Live Local Act, 9,728 dwellings units are possible on 304 acres.
2. At an average of 2.25 people per household, this could increase the City's population by 436,040 residents (100%) or 21,888 residents (5%).

D. PARKING

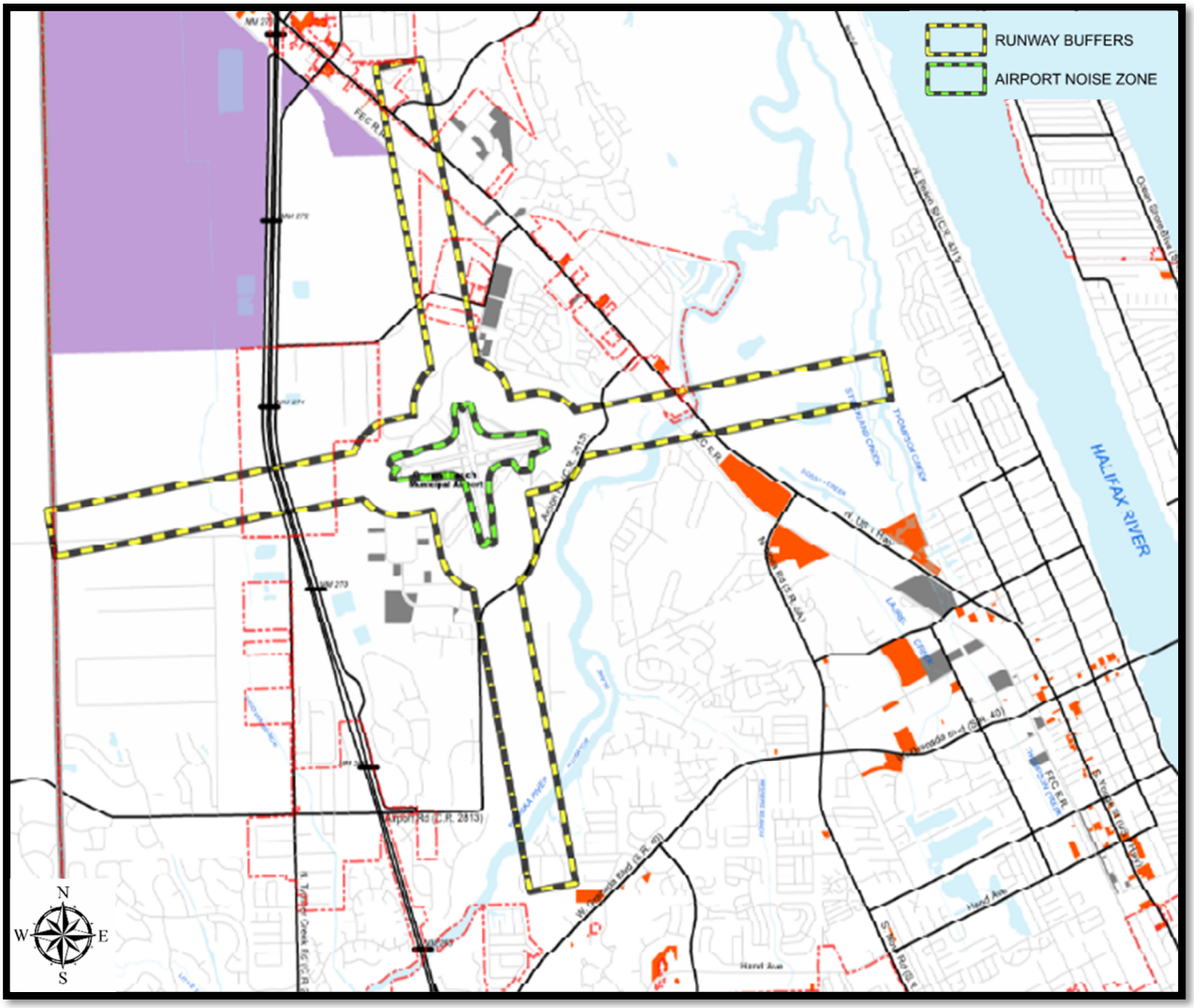
1. 600 FEET AVAILABLE PARKING: The City must reduce parking by 15% (on-street parking and parking lots/garages available for use by residents) within 600 feet of the development. Previously, SB 328 required a 20% reduction if a development had available parking within 600 feet of the development,

including on-street parking or is within one-half mile of a major transportation hub accessible by safe, pedestrian-friendly means.

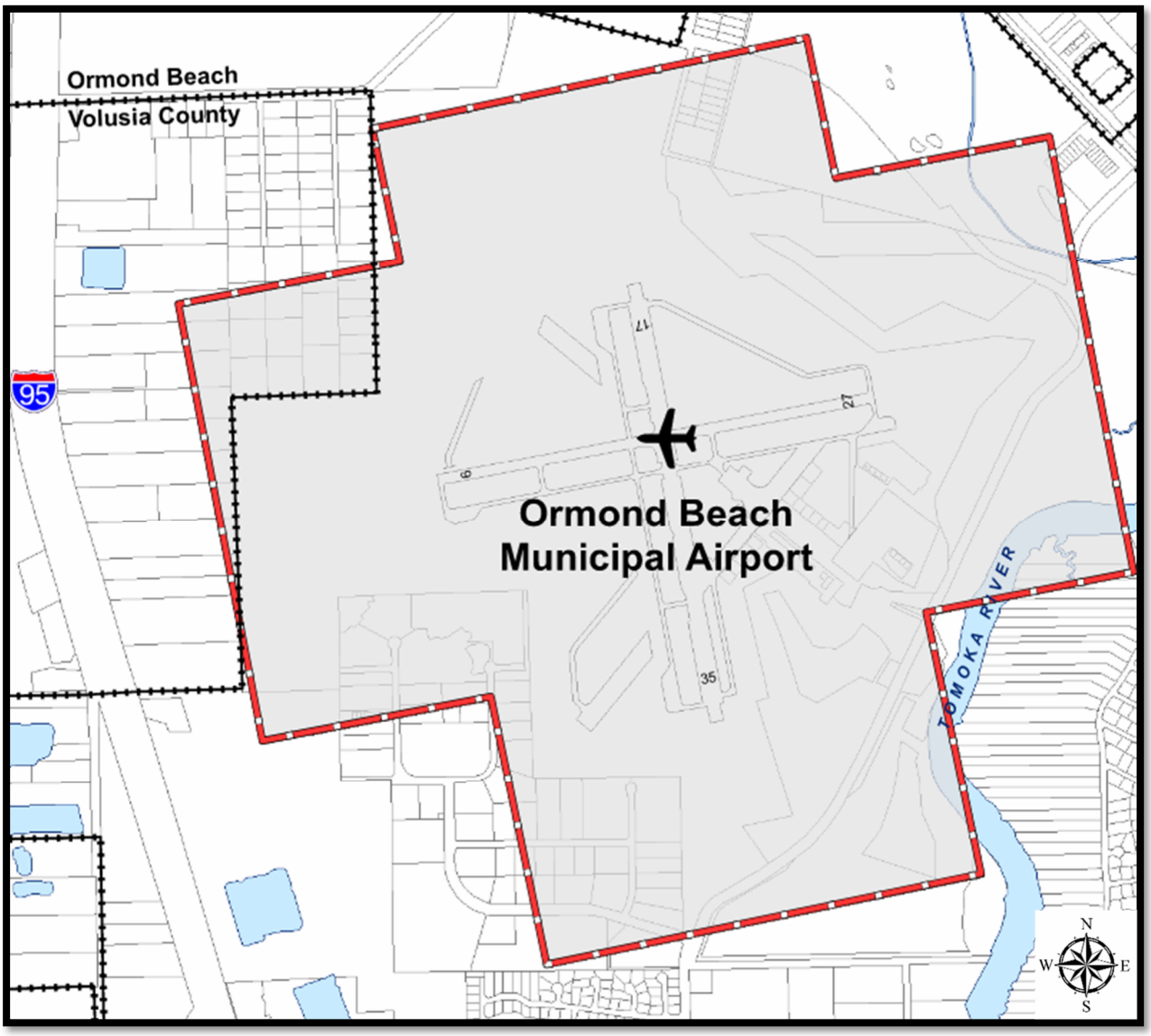
a. After coordination with City staff, no public parking is available for use by residents for residential purposes. As such, the City will not currently be required to abide by this Live Local Act provision.
b. The City's Land Development Code currently has section 3-27(a)(7) stating: "To recognize the availability of transit, on-site parking requirements outside of the Downtown Redevelopment Area shall be reduced by fifteen percent (15%) for all development and redevelopment along a recognized Multi-Modal Corridor. City staff identifies Votran routes as Multi-Modal Corridor.
c. The City's Land Development Code currently has section 3-27(a)(8) stating: Downtown Overlay District parking reductions:
    i. Downtown District. Due to transit availability, and the existence of on-street parking and public parking lots in the Downtown District, the first two thousand (2,000) square feet of floor area for any building within the River District shall be exempt from the minimum parking requirements as calculated in section 3-26.
    ii. Uptown and Beachside Districts: Due to transit availability, the minimum parking requirements as calculated in section 3-26 may be reduced by fifteen percent (15%).

E. ***AIRPORT EXCEPTIONS***

1. 10,000 FEET RUNWAY: Parcels near a runway within ¼ mile laterally from the runway edge and within an area the width of ¼ mile extending at right angles from the end of the runway for 10,000 feet of any existing airport runway or planned airport runway identified in the local government's airport master plan (depicted below).



2. AIRPORT OVERLAY DISTRICT: Developments located within the City's Airport Overlay District are not subject to Live Local Act regulations (depicted below).


Ormond Beach
Volusia County
95
Ormond Beach
Municipal Airport
17
27
6
35
TOMOKA RIVER
N
W
E
S

VII. RECOMMENDATIONS

A. ***ORDINANCE REVISION***

1. Add specific provisions of the Live Local Act into the land development code to address the conflict between local and state regulations, as well ensuring developments associated with the Live Local Act are considered conforming uses.
    a. The City of Ormond Beach previously addressed the Live Local Act by incorporating the law directly into their Land Development Code and stating planned developments, planned development-redevelopments, and golf courses are exempt from provisions of the Live Local Act. With the 2025 amendments, the City will need to modify the Land Development Code since planned developments are no longer exempt. However, the City must decide whether to include or exempt properties developed with houses of worship.
    b. The City handled the Live Local Act affordability requirement by requiring a 40-year term Declaration of Covenants and Restrictions/Land Use Restriction Agreement (LURA). Ormond Beach requires a Live Local Act project to post the property using a poster provided by the City including a reference to the Live Local Act and affordable housing.

2. The following are a few examples of other local governments' previous actions to address the Live Local Act within their own jurisdictions:

    a. Orange County passed a resolution to adopt standard operating procedures (SOP) for addressing the Live Local Act to include listing planned developments as not eligible for Live Local Act developments. This SOP also requires a LURA documenting the project's affordability.
    b. The City of Winter Park addressed the Live Local Act by incorporating the law directly into their Land Development Code by clearly defining the law and how it applies to the City of Winter Park. The City imposed their own fines of $5,000 per day against a developer who fails to meet affordability requirements as agreed upon via a required affidavit. The City also imposed architectural requirements associated by the Orange Avenue Overlay District requiring approval from the Orange Avenue Overlay Appearance Review Advisory Board.
    c. The City of Tampa created a Live Local Act development application with an associate application fee of $2,642.00 plus $111 per acre or portion thereof.
3. Examples of these ordinances, a resolution, and an application are included in the Appendix.

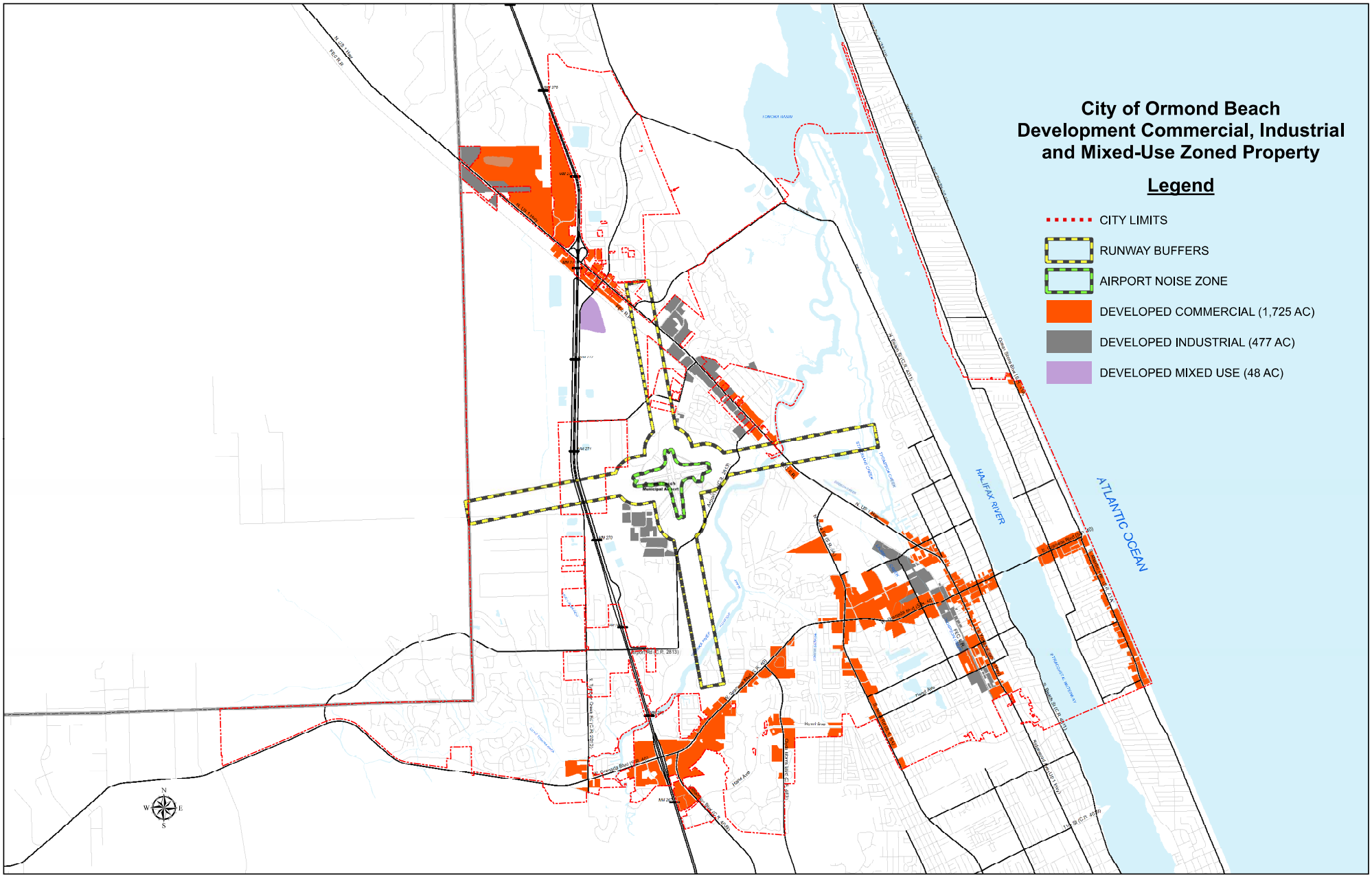
B. ***PUBLISHING***

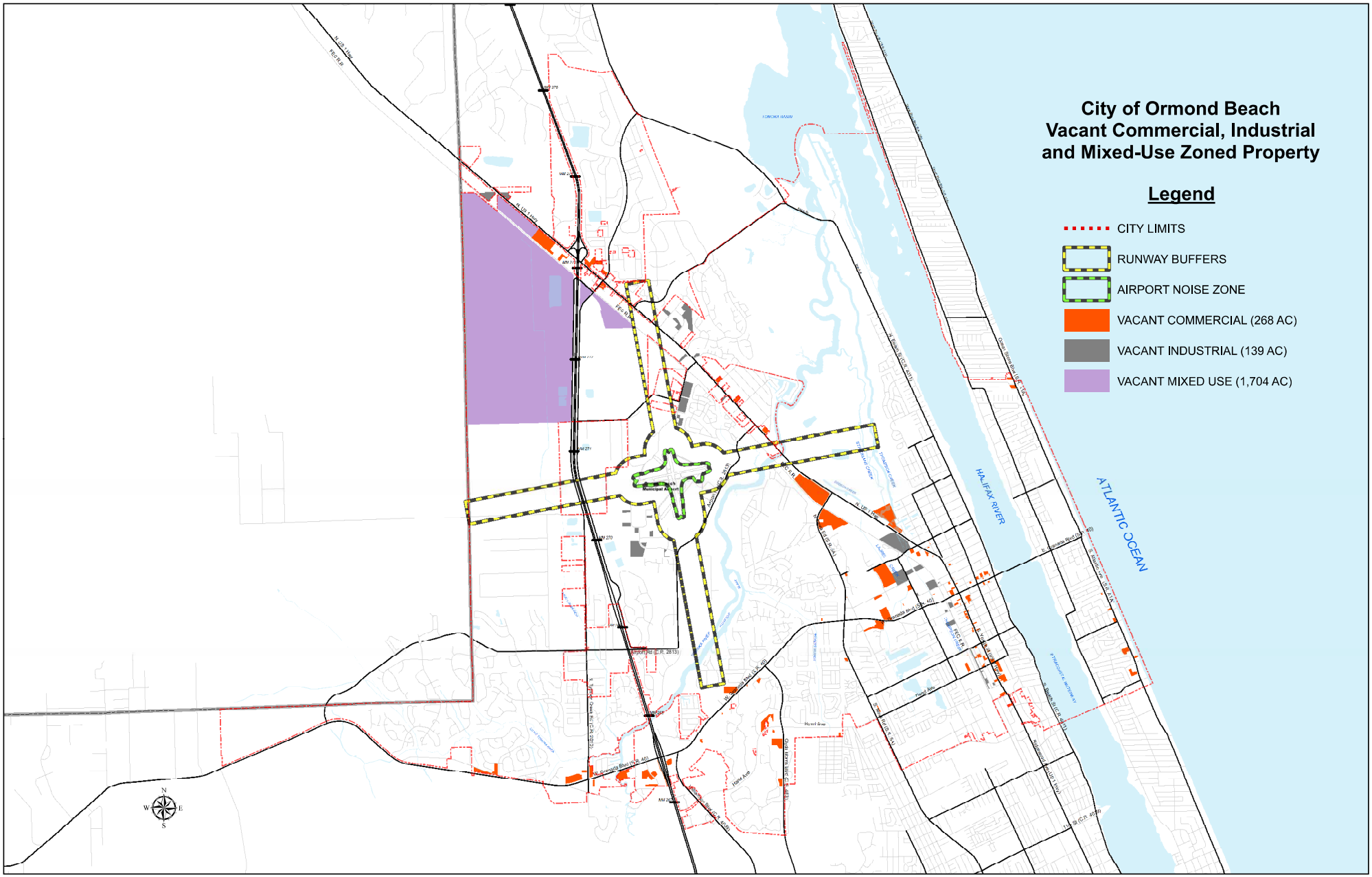
1. The Live Local Act requires the City to update and electronically publish the inventory of publicly owned properties which may be appropriate for affordable housing development.
2. The Live Local Act requires local governments to maintain a publicly written policy outlining procedures for expediting building permits and development orders for affordable housing projects.

C. ***INCENTIVISE MULTI-FAMILY ZONED AREAS***

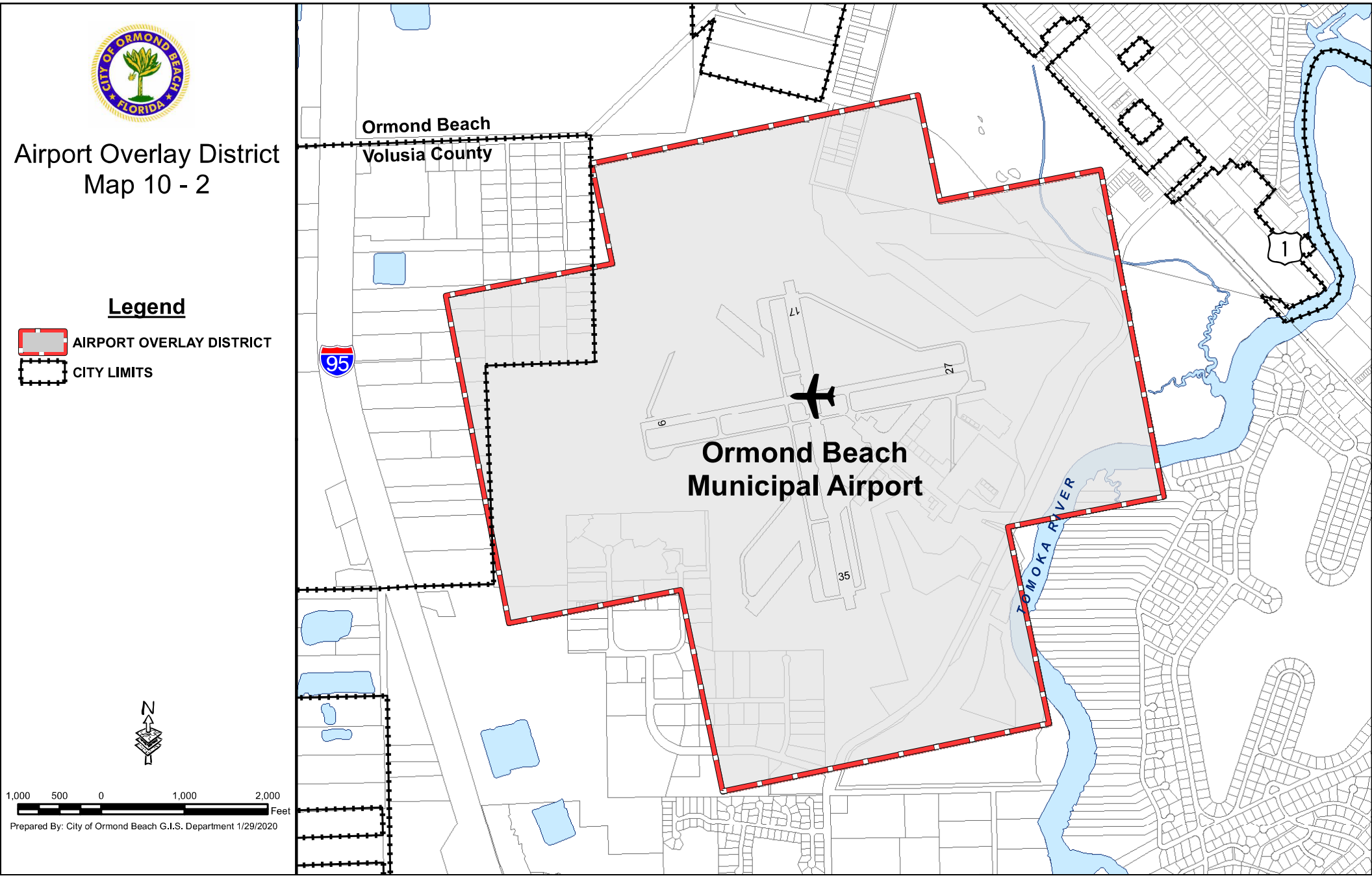
1. Based upon average rent rates in Ormond Beach, the City would lose at least 75% and up to 100% of expected property tax revenue from Live Local Act developments meant to provide affordable housing to an area in which the rent average falls within the affordable housing range.
2. Consider creating additional incentives to encourage affordable housing developments in multi-family areas in accordance with the City's Future Land Use and Zoning Maps. Density bonuses and/or reduced site development standards for affordable housing could encourage these developments to build in traditionally compatible areas and preserve the expected and needed property tax revenue for both Volusia County and the City of Ormond Beach.

APPENDIX


City of Ormond Beach
Development Commercial, Industrial
and Mixed-Use Zoned Property
Legend
CITY LIMITS
RUNWAY BUFFERS
AIRPORT NOISE ZONE
DEVELOPED COMMERCIAL (1,725 AC)
DEVELOPED INDUSTRIAL (477 AC)
DEVELOPED MIXED USE (48 AC)
HALIFAX RIVER
ATLANTIC OCEAN


City of Ormond Beach
Vacant Commercial, Industrial
and Mixed-Use Zoned Property
Legend
CITY LIMITS
RUNWAY BUFFERS
AIRPORT NOISE ZONE
VACANT COMMERCIAL (268 AC)
VACANT INDUSTRIAL (139 AC)
VACANT MIXED USE (1,704 AC)
HALIFAX RIVER
ATLANTIC OCEAN

Airport Overlay District
Map 10 - 2



Legend

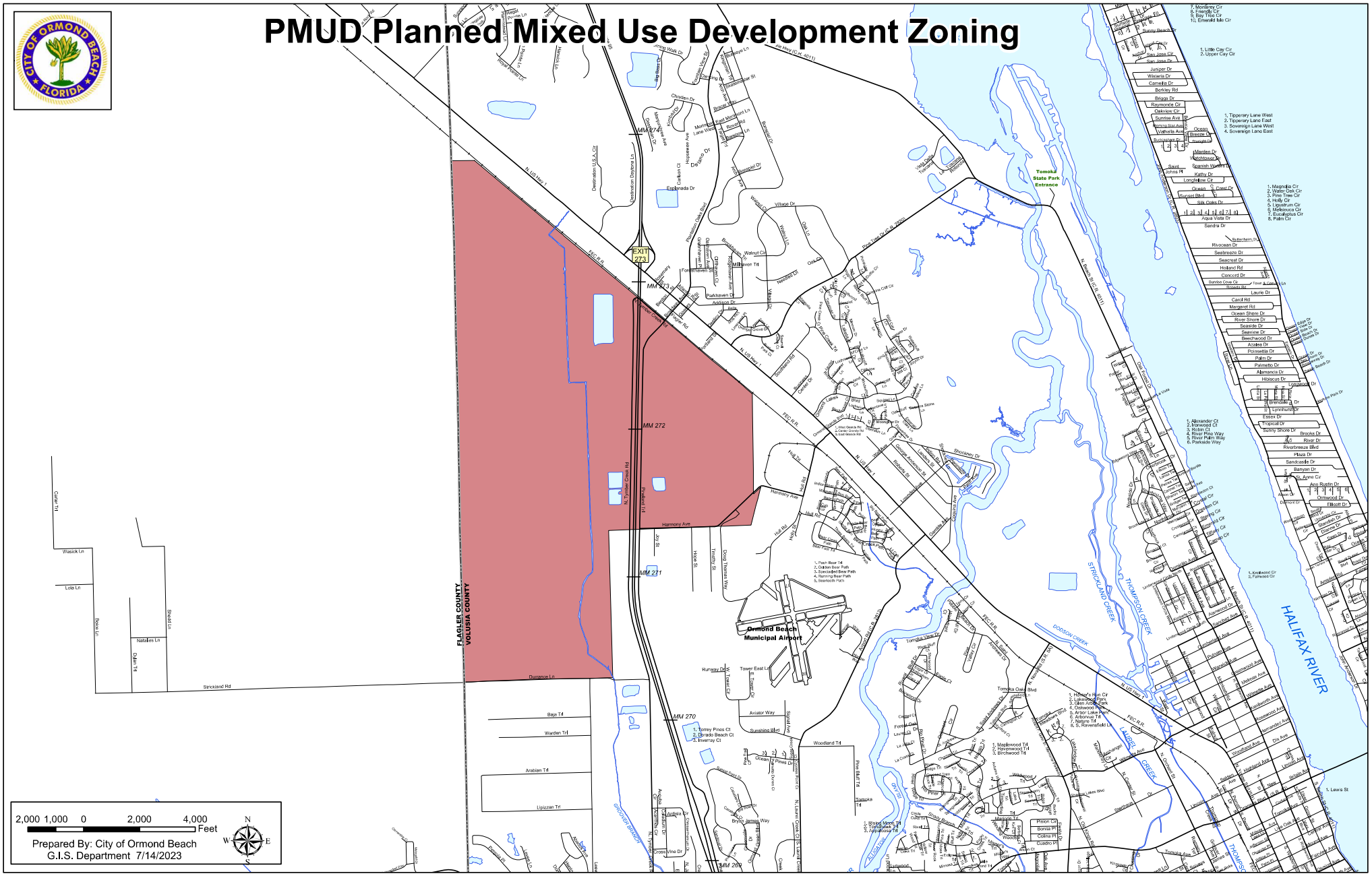
- AIRPORT OVERLAY DISTRICT
- CITY LIMITS

N

1,000 500 0 1,000 2,000 Feet

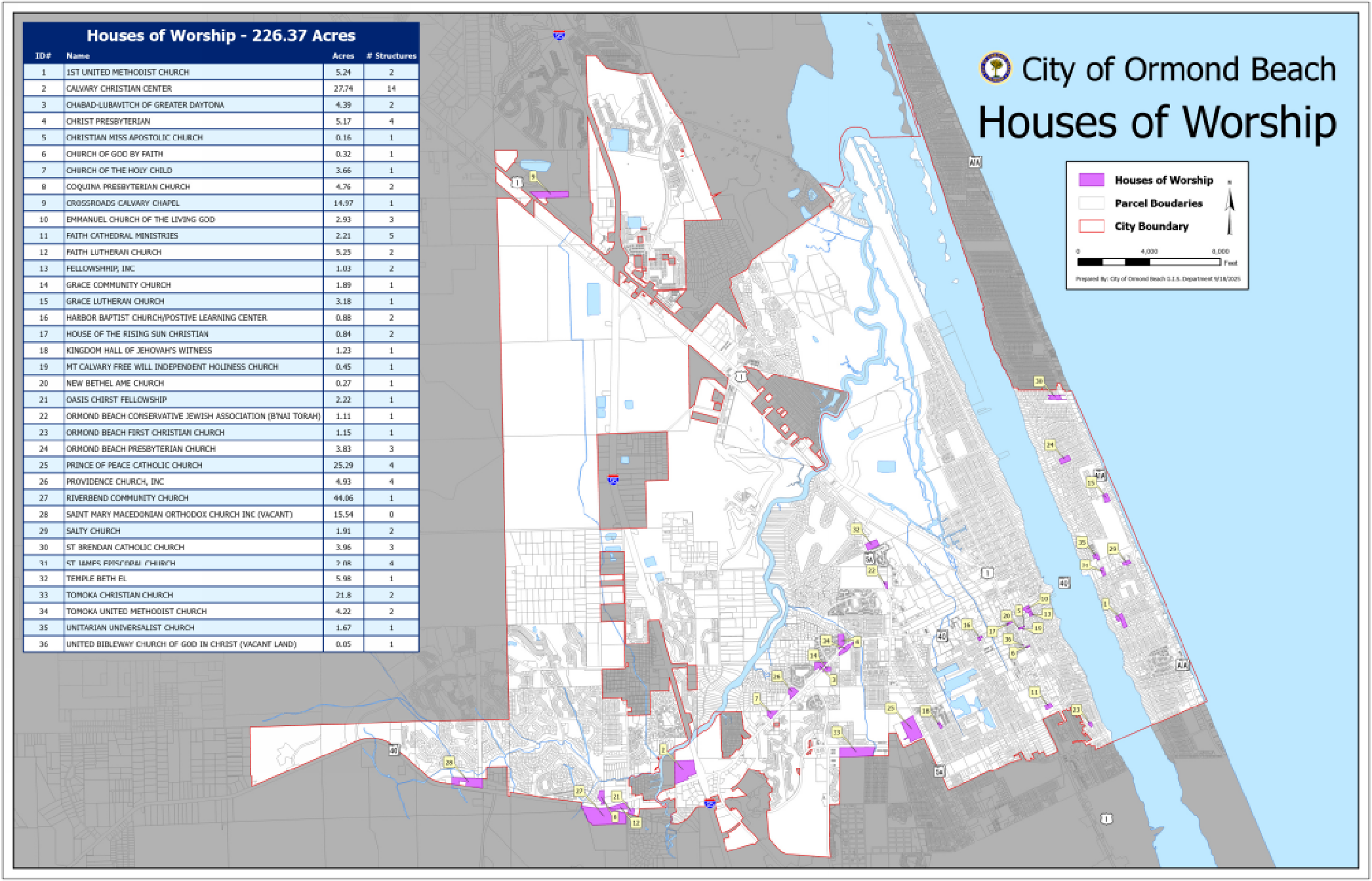
Prepared By: City of Ormond Beach G.I.S. Department 1/29/2020

PMUD Planned Mixed Use Development Zoning



Houses of Worship - 226.37 Acres

ID#	Name	Acres	# Structures
1	1ST UNITED METHODIST CHURCH	5.24	2
2	CALVARY CHRISTIAN CENTER	27.74	14
3	CHABAD-LUBAVITCH OF GREATER DAYTONA	4.39	2
4	CHRIST PRESBYTERIAN	5.17	4
5	CHRISTIAN MISS APOSTOLIC CHURCH	0.16	1
6	CHURCH OF GOD BY FAITH	0.32	1
7	CHURCH OF THE HOLY CHILD	3.66	1
8	COQUINA PRESBYTERIAN CHURCH	4.76	2
9	CROSSROADS CALVARY CHAPEL	14.97	1
10	EMMANUEL CHURCH OF THE LIVING GOD	2.93	3
11	FAITH CATHEDRAL MINISTRIES	2.21	5
12	FAITH LUTHERAN CHURCH	5.25	2
13	FELLOWSHHIP, INC	1.03	2
14	GRACE COMMUNITY CHURCH	1.89	1
15	GRACE LUTHERAN CHURCH	3.18	1
16	HARBOR BAPTIST CHURCH/POSTIVE LEARNING CENTER	0.88	2
17	HOUSE OF THE RISING SUN CHRISTIAN	0.84	2
18	KINGDOM HALL OF JEHOVAH'S WITNESS	1.23	1
19	MT CALVARY FREE WILL INDEPENDENT HOLINESS CHURCH	0.45	1
20	NEW BETHEL AME CHURCH	0.27	1
21	OASIS CHIRST FELLOWSHIP	2.22	1
22	ORMOND BEACH CONSERVATIVE JEWISH ASSOCIATION (B'NAI TORAH)	1.11	1
23	ORMOND BEACH FIRST CHRISTIAN CHURCH	1.15	1
24	ORMOND BEACH PRESBYTERIAN CHURCH	3.83	3
25	PRINCE OF PEACE CATHOLIC CHURCH	25.29	4
26	PROVIDENCE CHURCH, INC	4.93	4
27	RIVERBEND COMMUNITY CHURCH	44.06	1
28	SAINT MARY MACEDONIAN ORTHODOX CHURCH INC (VACANT)	15.54	0
29	SALTY CHURCH	1.91	2
30	ST BRENDAN CATHOLIC CHURCH	3.96	3
31	ST JAMES EPISCOPAL CHURCH	7.08	4
32	TEMPLE BETH EL	5.98	1
33	TOMOKA CHRISTIAN CHURCH	21.8	2
34	TOMOKA UNITED METHODIST CHURCH	4.22	2
35	UNITARIAN UNIVERSALIST CHURCH	1.67	1
36	UNITED BIBLEWAY CHURCH OF GOD IN CHRIST (VACANT LAND)	0.05	1



Agenda Item 7 (Legislative Hearing)

Land Development Code Text Amendments
DEV2023-577
LDC Text Amendment
Live Local Act

STAFF REPORT

DATE: January 5, 2024 **UPDATED**

TO: Planning Board Members

FROM: Doug Gutierrez AICP, Planning Manager

AMENDMENT REQUEST

A request by the Growth Management and Planning Department, to amend Article 6, Section 6.22.G – Affordable Housing, of the Land Development Code, to add the Implementation of Live Local Act, SB 102 (2023), eligibility criteria, procedures, and standards.

BACKGROUND

This item, which is a follow-up to a recent City Commission discussion, is intended to provide clarity and "fill in the gaps" to address issues not expressly addressed by the Live Local Act.

PROPOSED LDC TEXT AMENDMENT

Staff has received a request to implement certain zoning related provisions of the Live Local Act.

Sec. 6.22. Affordable housing.

*** [omitted text not affected by this ordinance]

G. *Implementation of Live Local Act, SB 102 (2023).* The following provisions are in implementation of the Act:

1. For purposes of implementing certain zoning-related provisions of Fla. Stat. s. 166.04151(7), with respect to multifamily and mixed-use residential affordable housing as further described therein, the following eligibility criteria, procedures, and standards shall apply:

    a. The development rights afforded by this statutory provision, including the right to city administrative approval and the imposition of restrictions on the application of city density and height limitations, apply only to properties zoned for commercial, industrial, or mixed use. No other properties are eligible. Among those properties excluded from eligibility are properties subject to a PD (planned development) or PD-RD (planned development-redevelopment), unless the PD or PD-RD agreement for the property specifically provides for such applicability; and properties zoned for or use primarily or solely as a golf course or developed as a golf course. For purposes herein, the term golf course includes driving ranges, practice putting greens, and golf practice areas, whether developed as part of a golf course or as stand-alone facilities.

b. An applicant seeking to avail itself of the rights afforded by this statutory provision, shall be required to execute and record a Declaration of Covenants and Restrictions/Land Use Restriction Agreement (the "LURA") documenting the project's affordability (and where applicable in the City's discretion, providing for verification of documentation at the applicant's cost), in a form provided by or acceptable to the City Attorney, recorded at the property owner's sole cost. The LURA shall have a 40 (forty) year term naming the City as a party whose release or authorization to modify the LURA shall be required to allow the cancellation or modification to be effective. Proof of recordation in the public records of Volusia County must be provided to the City and shall be a prerequisite to issuance of building permits.

c. Except for height and density, a project eligible for the development rights provided by this statutory provision must comply with all other applicable development standards established in the Land Development Code, including, but not limited to, use specific standards, lot and dimensional standards, and all other regulations pertaining to site design, storm water retention, Base Floor Elevation (BFE) and compensating storage. Any project that would conflict with an applicable provision of the comprehensive plan, or with applicable development standards, is not eligible for the development rights provided by this statutory provision.

d. For a proposed project that is eligible for the development rights under the Live Local Act or any successor legislation, upon issuance of building permits and for so long as the project is under construction, the developer will post notice on the property using a poster provided by the City that will include reference to the Live Local Act and affordable housing.

TEXT AMENDMENT REVIEW STANDARDS

The purpose of Section 3.4.B.1 is to provide a uniform means for amending the text of the Land Development Code whenever the public necessity, convenience, general welfare, comprehensive plan, or appropriate land use practices justify or require doing so.

The advisability of amending the text of this Code is a matter committed to the legislative discretion of the City Commission and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the City Commission shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

Is consistent with the comprehensive plan;

a. **Is consistent with the comprehensive plan;**
   The proposed text amendments are consistent with the comprehensive plan.
b. **Is not in conflict with any provision of this Code or the Code of Ordinances;**
   Staff has reviewed the proposed text amendment and determined that if approved, the amendment will not conflict with any provisions of this Code or the Code of Ordinances.
c. **Is required by changed conditions;**
   Staff has reviewed the proposed text amendment and determined the amendment addresses the Live Local Act.
d. **Addresses a demonstrated community need;**

Staff has reviewed the proposed text amendment and determined the amendment addresses community need.

e. **Is consistent with the purpose and intent of the zoning districts in this Code, or would improve compatibility among uses and would ensure efficient development within the city;**
N/A

f. **Would result in a logical and orderly development pattern; and**
N/A.

g. **Would result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.**
Staff does not anticipate any environmental impacts with the proposed text amendment.

RECOMMENDATION

Based on staff analysis and review of the above standards, approval of the requested text amendments concerning the Live Local Act Article 6.22 is recommended. A majority vote of the Planning Board members present and voting is required to recommend approval to the City Commission.

APPROVED BY ORANGE
COUNTY BOARD OF
COUNTY COMMISSIONERS

BCC Mtg. Date: August 8, 2023

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding

ADOPTION OF STANDARD OPERATING PROCEDURES TO IMPLEMENT THE REQUIREMENTS OF THE LIVE LOCAL ACT.

Resolution No. 2023-M-32

WHEREAS, on March 29, 2023, Governor Ron DeSantis signed Senate Bill 102, creating Section 125.01055(7), Florida Statutes (2023), known as the Live Local Act (the "Act"), which took effect on July 1, 2023;

WHEREAS, the Act requires local governments to authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent (40%) of the residential units in a proposed multi-family rental development are, for a period of at least 30 years, affordable as defined in Section 420.0004, Florida Statutes; and

WHEREAS, a proposed development that satisfies the Act's criteria may not be required to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized by the Act and, if the project satisfies the County's land development regulations for multifamily development and is otherwise consistent with the Comprehensive Plan, the project must be administratively approved without further action by the Board of County Commissioners (the "Board"); and

WHEREAS, the Board wishes to adopt standard operating procedures to guide staff on how to process any projects under the Act.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. Authority. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, the Charter of Orange County, and other applicable provisions of law.

Section 2. Live Local Act Standard Operating Procedures. The Board hereby adopts the Live Local Act Standard Operating Procedures (the "SOPs") as set forth on Appendix "A," attached hereto and incorporated herein by reference, to accomplish the goals of the Act. The Board hereby directs that any project applications submitted pursuant to the Act shall be handled in substantial compliance with the SOPs attached hereto.

Section 3. Termination. By its terms, the Act expires on October 1, 2033. This Resolution, and the SOPs, shall likewise expire on October 1, 2033. In the event the Florida Legislature modifies the expiration date of the Act, this Resolution shall expire on such modified expiration date.

Section 4. Effective Date. This Resolution shall take effect on August 9, 2023.

ADOPTED this 8th day of August 2023.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

APPENDIX "A"
FORM OF LIVE LOCAL ACT STANDARD OPERATING PROCEDURES

LIVE LOCAL ACT STANDARD OPERATING PROCEDURES

Description

On March 29, 2023, Governor Ron DeSantis signed Senate Bill 102, which created Section 125.01055(7), Florida Statutes, otherwise known as the Live Local Act (the "Act"). The Act took effect on July 1, 2023. The Act requires local Governments to authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multi-family rental development are, for a period of at least 30 years, affordable as defined in § 420.0004, Florida Statutes. A proposed development that satisfies the Act's criteria may not be required to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized by the Act, and, assuming such projects meet the criteria in the Act, they must be administratively approved. This document outlines the process such projects need to follow to obtain administrative approval pursuant to the Act.

Eligibility Criteria

- Uses
    - Multi-family and mixed-use residential
        - For mixed use projects, at least 65 percent of the total square footage must be used for residential purposes.
- Affordability
    - At least 40 percent of the residential units must be affordable, as defined in § 420.0004, F.S.
    - The affordable units must remain affordable for a period of 30 years.
    - A Declaration of Covenants and Restrictions / Land Use Restriction Agreement (the "LURA") documenting the project's affordability, in a form acceptable to the County, must be executed and recorded prior to submitting for vertical permits
- Development Standards
    - Please refer to the Zoning Guidelines section of this document for the applicable multi-family development regulations / Performance Standards.
    - Except for height and density, the project must comply with all other applicable development standards. With the exception of allowable densities, height, and land use, the project must comply with all other applicable Comprehensive Plan provisions. Any project requiring a variance, or otherwise not able to comply with the applicable development standards and Comprehensive Plan provisions, will not qualify under this process and must comply with the applicable conventional development approval processes.
    - Projects zoned PD (Planned Development District) will not qualify under this process and must comply with the applicable planned development approval processes.

Process and Submittal Requirements

1. TRG Pre-application Meeting.
    - A TRG pre-application meeting is required prior to submitting a Live Local Development Plan.
2. Submit Live Local Plan Set to DRC Office
    - DRC application must be emailed to DRC_help@ocfl.net . The submittal process will be completed via Orange County FastTrack
    - TRG/DRC applications and submittal procedures are located on the DRC Webpage
    - Required plan elements can be found in the Development Plan (DP) Sufficiency Checklist
3. Application is reviewed for sufficiency by DRC office.
    - Once marked sufficient, the applicable Commissioner shall be notified and the plan is added to current Technical Review Group (TRG) review cycle.
    - An automated email will be sent to applicant indicating plan is sufficient for review and directing coordination with the Housing and Community Development Division to begin the LURA process.
4. TRG Review
    - The standard TRG Review cycle is 10 business days. After which an automated email including the staff review comments will be sent to the applicant.
    - The applicant may opt to attend the next available TRG meeting to discuss the comments or revise the plan according to the comments and resubmit via FastTrack.
    - Once all TRG staff sign off on a plan with no revisions needed, the applicant will be required to post notice on the property with a poster provided by the County which shall include reference to the Live Local Act and shall otherwise substantially comply with the County's standard property posting procedures.
    - Following confirmation from the applicant that the property was posted, the case will be placed on the consent agenda for the next available DRC meeting.
5. DRC Consent
    - Case is added to next available DRC meeting as Live Local Act consent item. An accompanying staff report will include findings to support the staff's recommendation. If staff finds that the application meets the requirements in the Act to receive administrative approval, staff will recommend approval. If staff determines that the project does not comply with the applicable development standards and/or Comprehensive Plan provisions, staff will recommend denial of the administrative approval and, if the applicant wants to continue, the applicant must then follow the conventional development process.
    - The DRC will approve or deny the Live Local Development Plan via the Live Local Act Consent Agenda.
6. Approval moves plan to "pending agreement" stage in LDMS.
    - Once agreement is approved, executed, and recorded, the Housing and Community Development Division will mark the case as "Approved".
    - Once cast status is "Approved", an automated approval email will be sent to the applicant citing the conditions of approval listed in the DRC staff report and directing a copy to be submitted along with the subsequent building permits.

7. Permit submittal and review
    - When submitting for building permits, the applicant will select "permit a result of Live Local Act DRC process" in FastTrack.

Zoning Guidelines

Eligible Zoning Districts
Commercial: **C-1, C-2, C-3** *Industrial:* **I-1A, I-1/I-5, I-2/I-3, I-4** *Mixed Use:* **NC, NAC**

Applicable Multi-Family Development Regulations/Performance Standards				
Zoning district of subject property	**C-1, C-2, C-3 I-1A, I-1/I-5, I-2/I-3, I-4**		**NC**	**NAC**
Applicability	If subject property is located within 100 ft* of a property zoned A-1, A-2, A-R, R-CE-5, R-CE-2, R-CE, R-CE-C, R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-T, R-T-1, R-T-2, a portion of a PD with single family uses designated on an approved land use plan, or a property zoned R-2, R-3, or NR that has been developed with single-family residential or duplex . A maximum of four (4) units shall be contained in any combination of attached dwellings.	If subject property is located greater than 100 ft* from a property zoned A-1, A-2, A-R, R-CE-5, R-CE-2, R-CE, R-CE-C, R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-T, R-T-1, R-T-2, a portion of a PD with single family uses designated on an approved land use plan, or a property zoned R-2, R-3, or NR that has been developed with single-family residential or duplex.	MFR projects that meet LLA criteria in the NC zone district.	MFR projects that meet LLA criteria in the NAC zone district.

	R-2 MFR Standards	R-3 MFR Standards	NC MFR Standards	NAC MFR Standards
	(for 4 or more DU's per Sec. 38-1501)			
Maximum Density	**Per SB 102:** Up to 50 du/acre (highest density allowed in OC Comp Plan)			
Min. lot area	15,000 SF	15,000 SF	1,000 SF plus 2,000 SF per DU	1,000 SF plus 2,000 SF per DU
Min. living area	500 SF per DU	500 SF per DU	500 SF per DU	500 SF per DU
Min. lot width	85 ft.	85 ft.	85 ft.	85 ft.
Min. front yard	20 ft.	20 ft.	20 ft.	20 ft.
Min. rear yard	30 ft.	30 ft.	20 ft.	20 ft.
Min. side yard	10 ft. (30 ft. where adj. to SFR district, per note b in Sec. 38-1501)	10 ft. (30 ft. where adj. to SFR district, per note b in Sec. 38-1501)	10 ft.	10 ft.
ROW setbacks	Per Sec. 38-1603 (Functional classification and setback distances)			
Building separation for MFR	Structures containing three (3) or more dwelling units shall maintain a 20 ft separation between any other structure on the same lot or parcel (per Sec. 38-1501(a))			
Max. building height	35 ft.	35 ft.	65 ft., 80 ft. with ground floor retail	50 ft./4 stories, 65 ft. with ground floor retail
	Per SB 102: Max. height permitted per code within 1 mile* in the jurisdiction of the project site.			
	R-2 MFR Standards	**R-3** MFR Standards	**NC** MFR Standards	**NAC** MFR Standards
Airport height limit	Chapter 7 of OC Code			
NHWE setback	50 ft. from NHWE			
Open space	45% (per Sec. 24-29)	45% (per Sec. 24-29)	25% of total lot coverage (per Sec. 38-1734(5)a.1.)	25% of total lot coverage (per Sec. 38-1741(5)a.1.)
Lot coverage/FAR	45% min open space per Sec. 24-29	45% min open space per Sec. 24-29	Max FAR 2.0	Max FAR 1.0
Buffering and landscaping	Sec. 24-5 (Buffer yards) • **Type C** – (C-1 – and utilized for R-2 and R-3 MF – from SFRs) 15 ft. wide, may utilize masonry wall, berm or planted and/or existing vegetation or combo for opaque buffer • All buffers shall include one (1) shade tree for each 40 lineal feet or fraction thereof		Per Sec. 38-1734(6): **Type B** buffer per Sec. 24-5, but minimum 7 ft. wide	Per Sec. 38-1741(6): **Type C** buffer per Sec. 24-5, but minimum 5 ft. wide

	Ch. 24 (Landscaping)
Parking	Per Sec. 38-1476: Apartments of three (3) DU or more • 1.5 spaces/unit for efficiencies or 1 bd • 2 spaces/unit for 2 and 3 bds
	Per SB 102: County to consider parking reductions if project is within ½ mile of a "major transit stop"

*measured "as the crow flies"

ORDINANCE 3290-24

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-84 "GENERAL PROVISIONS FOR NON-RESIDENTIAL ZONING DISTRICTS", TO PROVIDE DEFINITIONS AND SUBMITTAL AND REPORTING REQUIREMENTS AND OTHER PROVISIONS FOR CERTIFICATION AND IMPLEMENTATION OF DEVELOPMENT PURSUANT TO THE LIVE LOCAL ACT, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park deems it necessary for the general welfare of the City to amend the City of Winter Park Land Development Code as set forth in this Ordinance in order to provide certification standards and implementation criteria for development proposed in conformance with the Live Local Act of Florida Statutes;

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida;

WHEREAS, the City Commission hereby finds that the land development regulations adopted herein are consistent with the Comprehensive Plan;

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Winter Park, Florida, after due notice and public hearing, that:

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" of the Code of Ordinances, Section 58-84 "General provisions for non-residential zoning districts" is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-84. General provisions for non-residential zoning districts.

(hh) General provisions for development proposed in conformance with the Live Local Act of Florida Statutes.

(a) **Definitions.** For the purposes of this subsection, the following definitions are provided for terminology not defined in Florida Statutes with respect to implementation consistent with the Winter Park Land Development Code:

Allowed as used in Fla Stat. 166.0415 shall mean as allowed under the provisions of the city land development code at the time of a proposal is submitted for development subject to Fla Stat. 166.0415 and shall not mean as allowed historically back in time previous to the present. It shall also mean allowed by right pursuant to the applicable zoning district and shall not include as may potentially be allowed via a conditional use approval, or access to any bonus

pool, or via special permit for non-conforming structures or settlement agreement or vesting agreement for such non-conforming allowances.

Commercial as used in Fla. Stat. 166.0415 shall mean only the commercial zoning districts of the city which are only the properties zoned C-1, C-3, C-3A and PD-OC as used in the Ravaudage PD, and no other zoning district.

Height within one mile as used in Fla Stat. 166.0415 shall mean one mile as can be traveled by human beings along the public streets of the city within the normal permitted lanes of travel from the center point of the proposed development site and shall not mean a straight-line distance as a bird might be able to travel.

Highest allowed density as used in Fla Stat. 166.0415 shall mean in the context of Winter Park, 17 units per acre as this is the highest residential density currently allowed and is expressed in units per acre and shall only mean residential units per acre and shall not mean density as in the context of floor area ratio as used elsewhere in Chapter 166 Fla Stat. which in reference to intensity terminology as applied to floor area ratio. Density is units per acre and intensity is floor area ratio.

Highest currently allowed height as used in Fla Stat. 166.0415 shall only mean such height allowed by right within the municipality and not heights allowed if such height would require conditional use approval under the city land development code based upon the size in square footage of the project proposed project under the Live Local Act.

Industrial as used in Fla Stat 166.0415 shall mean only the industrial I-1 zoning district of the city and no other industrial zoning district.

Mixed Use as used in Fla Sta. 166,0415 shall not apply in the City, as no mixed use zoning district exists within the city.

(b) **Process for Approval.** The approval process for a qualifying development located within an eligible zoning district, shall include payment of a fee, and if application is not made by the owner of record, then a contract or agreement to purchase (that permits black-out of the financial purchase details) but is clear as to dates of effectiveness and due diligence periods, an application on a form provided by the city, site development plans, and affidavit of commitment to City of Winter Park's Affordable Housing standards for income qualification, monitoring, and inspection during the full minimum 30 years of operation including acknowledgement of the auditing requirements for eligibility of all tenants living within the designated affordable housing units in order to establish compliance with the provisions of the Live Local Act and penalties for non-compliance as further outlined below. Upon application, the city shall complete a sufficiency review of the materials submitted and provide a response that the application is complete or specifically what items are still required at a date sixty (60) days after submittal. The applicant shall then provide the items that are required for the sufficiency review which shall then begin another sufficiency review period that shall be completed at a date

sixty (60) days following re-submittal and so on until a complete application is provided. A contract to purchase must be in full force and effect during the sufficiency and review periods established within this Section. If any due diligence period or other contract matter expires within such time periods, then the city shall not begin or complete the sufficiency review or application review.

(c) **Minimum Requirements.** The minimum requirements for certification of compliance with the Live Local Act are as follows:

Site Development Plan which includes the following:

1. Scale, date, and north arrow.
2. Legal Description of the property.
3. Site Data Table including gross square footage of the site and project, total impervious coverage and principal setbacks.
4. Dimensioned location, size, height and use of all proposed structures.
5. Project units, number of affordable units per area median income, and affordability period.
6. Label uses of adjacent parcels.
7. Location, dimension and method of buffering from adjacent uses.
8. Location and method of screening of refuse stations, storage areas and off-street parking and loading areas.
9. Method of stormwater retention.
10. Location, size and total amount of greenspace.
11. Tree table with tree retention and applicable mitigation.
12. The location, width, pavement type, right-of-way name and other related appurtenances of all public rights-of-way adjoining, traversing or proximate to the site.
13. Location and dimensions of proposed project ingress/egress, parking and service areas, including typical parking space dimensions.
14. Vehicle Use Area buffering adjacent to rights of way.
15. Southern Florida Building Code definitions for types of construction proposed and existing.
16. Proposed means of vehicular and pedestrian access from the site(s) within the development to adjacent streets and/or alleys, showing all existing and proposed curb cuts and sidewalks.
17. Building Elevations (4-sided) for each proposed building.
18. Commitment to complete a transportation study prior to issuance of the building permit.

19. Any other information required under the specific site plan districts pertaining to this article or which may be required, when commensurate with the intent and purpose of this Code, by city reviewing staff.

20. An affidavit confirming a 30-year commitment to provide affordable housing and monetary cap on all rent charges including any and all other fees as may be assessed to the occupants of units deemed to be affordable, such that all rents and fees shall not exceed 30% of the gross revenue of all occupants of affordable units; affidavit attesting to agreement and acceptance as to the annual audit requirements by a certified public accounting firm attesting to satisfaction of the such income and total rental fees and affidavit attesting to agreement and understanding that violations of such commitments shall be subject to a fine of no less than $5,000.00 per day for each violation determined by the annual audit and for each day the annual audit is not received by the city after March 1st of every year and affidavit agreement that any such fines shall constitute a lien on said property if not paid to the city within 60 days of receipt of the audit by the city by March 1st of every year and agreement to reimburse the city for any legal expenses in the enforcement of these provisions.

21. A statement indicating the petitioners' commitment to comply with specific chapters of the City Code applicable to the project (i.e., tree and landscaping, fire, etc.) at the time of permitting.

22. Compliance with all land development regulations applicable to the zoning district in which the project is proposed, except only as otherwise preempted by the Live Local Act with respect to height.

(d) **Project Narrative.** Application shall contain a narrative which demonstrates compliance with section 166.04151(7)(a)- (g), Florida Statutes.

(e) **Orange Avenue Overlay District (OAO)**. Projects within the Orange Avenue Overlay District must meet the applicable architectural requirements of the OAO and will be subject to review by Orange Avenue Overlay Appearance Review Advisory Board. The City may deny a project that receives a recommendation of denial or fails to meet the conditions of a recommendation for approval from the Orange Avenue Overlay Appearance Review Advisory Board.

(f) **Affidavit of Commitment and Restrictive Covenants.** As a condition of approval and prior to any site or building permits for the project being requested or obtained, the applicant (and the property owner, if different from the applicant) must execute and have recorded in the public records of Orange County, Florida, an Affidavit of Commitment and Restrictive Covenants. Such Affidavit of Commitment and Restrictive Covenants shall: (i) have terms acceptable to the city, (ii) run with and be binding upon the land for no less than thirty (30) years from the issuance of a certificate of occupancy for the last principal structure of the project (iii) be enforceable by the city; (iv) detail the affordable housing and project conditions and

restrictions required by this section, the Live Local Act and on the approval of the project; (v) provide for monitoring, and compliance requirements; and (vi) provide for the city's enforcement remedies. Mortgage holders will be required to execute and record a subordination of their lien interest to such Affidavit of Commitment and Restrictive Covenants prior to or simultaneously with the recording of the Affidavit of Commitment and Restrictive Covenants. The city will provide the monitoring and compliance forms upon submittal of the application, deemed complete and sufficient.

(g) **Equivalent Treatment of all Dwelling Unit Requirements**. As a condition of approval prior to any site or building permits for the project being requested or obtained, such project must demonstrate and commit that all affordable dwelling units and market rate dwelling units shall be located within the same structure. all common areas and amenities shall be accessible and available to all residents (both affordable and market rate dwelling units). access to the required affordable dwelling units shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development. in addition, the sizes and number of bedrooms in the affordable dwelling units shall be proportional to the square footage and number of bedrooms in the market rate dwelling units (e.g., for number of bedrooms, if 25 percent of the market rate dwelling units consist of two bedrooms, then 25 percent of the affordable dwelling units shall also have two bedrooms.

(h) **Agent Authorization.** An affidavit with the property owner's notarized authorization.

(i) **Timeframe for Review and Issuance of Approval:** Upon receipt of a complete application, the city will complete its review and provide a response sixty (60) days from receipt of such materials as required by this subsection.

(j) **Fee:** The fee for a qualifying development will be $2642.00 plus $111/acre or portion thereof or as otherwise amended within the adopted Fee Schedule from time to time by the City Commission at public hearing.

(k) **Duration of Approval:** An approval received through this process shall be effective for three (3) months from the date of approval. The application process and certification of compliance with the live local act shall begin again if a building permit has not been issued by the city within six (6) months of an approval under this section.

SECTION 2. CODIFICATION/SUNSETTING. Section 1 of this Ordinance shall be incorporated into the City of Winter Park Code of Ordinances. The provisions of Section 1 of this Ordinance shall sunset and be automatically repealed upon the occurrence of any one of the following: (1) Section 5 of The Live Local Act as set forth in Chapter 2023-17 expires on October 1, 2033; (2) Section 5 of The Live Local Act as set forth in Chapter 2023-17 is held unconstitutional or invalid by a court of competent jurisdiction; or (3) Section 5 of The Live Local Act as set forth in Chapter 2023-17 is repealed. The sunsetting of Section 1 of this Ordinance will not terminate any conditions of approval

for projects utilizing Section 1 prior to its sunsetting or the City's ability to enforce the same, including without limitations, any terms and conditions of Affidavit of Commitments and Restrictive Covenants pertaining to the project.

SECTION 3. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or division of this Ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this Ordinance. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 4. CONFLICTS. In the event of a conflict between this Ordinance and any other ordinance of the City of Winter Park, this Ordinance shall control to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida held in City Hall, Winter Park, on this 10th day of January 2024.

By: _____
Mayor Phillip M. Anderson

ATTEST:

_____
Rene Cranis, City Clerk

DEVELOPMENT & GROWTH MANAGEMENT
DEVELOPMENT COORDINATION

INSTRUCTIONS FOR APPLICATION – LIVE LOCAL ACT (LLA)

Please be aware that this application is provided for the submittal of an application for a qualifying affordable housing development in accordance with the Live Local Act (Chapter 2023-17, Laws of Florida).

PLEASE READ INSTRUCTIONS THOROUGHLY

Please contact a representative of Development and Growth Management (DGM) at (813) 274-3100, option 2, or TampaZoning@tampagov.net prior to submitting your application:

A PRE-APPLICATION COUNSELING is required prior to submittal of a LLA application. The applicant must schedule counseling session with a DGM staff member. The session is to advise an applicant for a qualifying affordable housing development in accordance with the LLA requirements as stipulated in the memo from the City dated July 3, 2023.

Fee:

The fee for an LLA Project will be $2642.00 plus $111/acre or portion thereof.

Minimum Requirements for Application:

- The complete application, including site plan and tree/topographical/boundary survey.
- Project Narrative which demonstrates compliance with Section 166.04151(7)(a)-(g), Florida Statutes.
- Owner/Agent Authorization

LLA Applications are available for the following districts:

Residential Office (RO)
Residential Office – 1 (RO-1)
Office Professional (OP)
Office Professional – 1 (OP-1)
Commercial Neighborhood (CN)
Commercial General (CG)
Commercial Intensive (CI)
Industrial General (IG)
Industrial Heavy (IH)
Seminole Heights – Commercial General (SH-CG)
Seminole Heights – Commercial Intensive (SH-CI)
Neighborhood Mixed Use – 16 (NMU-16)
Neighborhood Mixed Use – 24 (NMU-24)
Neighborhood Mixed Use – 35 (NMU-35)
Ybor City – 1 (Central Commercial Core) (YC-1)
Ybor City – 4 (Mixed Use Redevelopment) (YC-4)
Ybor City – 5 (General Commercial) (YC-5)
Ybor City – 6 (Community Commercial) (YC-6)
Ybor City – 7 (Mixed Use) (YC-7)

Application for a Qualifying Development (LLA)

Property Owner's Information

Name(s): _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Applicant's Information

Name(s): _____

Address: _____

City:_____

State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Contact for all related Correspondence (if different than applicant):

Name(s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Application Certification

Application/site plan is sufficient: _____ Name/Date: _____

Affordable Housing Requirement of the LLA met? Yes ___ No ____ Percentage of Affordable Housing _____

If a mixed use development, percentage of square feet dedicated to affordable housing _____ and

Percentage of square feet dedicated to non-residential development _____.

Legal Description is correct and complete: _____ Name/Date: _____

Application for a Qualifying Development (LLA)

AFFIDAVIT TO APPLY FOR A ZONING CODE RELATED APPLICATION and AUTHORIZED AGENT FOR AN APPLICATION TO THE CITY OF TAMPA

Multiple authorizations may be necessary if there is more than one property owner.

APPLICATION/RECORD NUMBER: _____

PROPERTY (LOCATION) ADDRESS(ES): _____

FOLIO NUMBER(S): _____

"That I am (we are) the owner(s) and record title holder(s) of the property noted herein"

Property Owner's Name(s):_____*

"That this property constitutes the subject of an application for LIVE LOCAL ACT (LLA) (qualifying affordable housing development in accordance with the Live Local Act (Chapter 2023-17, Laws of Florida)".

I, THE UNDERSIGNED OWNER, HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS TRUE AND COMPLETE AND HEREBY AUTHORIZE AND ALLOW REPRESENTATIVES OF THE CITY TO ACCESS THE PROPERTY UNDERGOING REVIEW FOR THE ABOVE REFERENCED REQUEST. IF MY PROPERTY IS GATED, I WILL PROVIDE ACCESS TO THE PROPERTY UPON REQUEST FROM THE CITY. I ALSO CONSENT TO THE POSTING OF A SIGN ON MY PROPERTY IF THERE IS A THIRD-PARTY SUBMITTALOF A PETITION FOR REVIEW.

"That this affidavit has been executed to induce the City of Tampa, Florida, to consider and act on the above described application and that the undersigned has(have) appointed and does(do) appoint the agent(s) stated herein as his/her(their) agent(s) solely to execute any application(s) or other documentation necessary to affect such application(s)" (if applicable).

AGENT'S/FIRM NAME:_____

The undersigned authorizes the above agent/ firm (s) to represent me (us) and act as my (our) agent(s) at any public hearing on this matter (if applicable).

The undersigned authorizes the above agent(s) to agree to any conditions necessary to effectuate this application. Both owner and agent must sign and have their names notarized.

STATE of FLORIDA COUNTY of_____. Sworn to (or affirmed) and subscribed before me by means of physical present or online notarization, this_____day of _____, 202_, by _____/_____ Printed Name **(Owner)** Signature _ Signature and Stamp of Notary Public Personally known or produced identification: Select Type of identification	STATE of FLORIDA COUNTY of_____. Sworn to (or affirmed) and subscribed before me by means of physical present or online notarization, this_____ day of _____, 202_, by _____/_____ Printed Name **(Owner)** Signature _ Signature and Stamp of Notary Public Personally known or produced identification: Select Type of identification

Application for a Qualifying Development (LLA)

SITE PLAN REQUIREMENTS

An application for a Qualifying Development (LLA) on any parcel of land requires submittal of a Site Plan. The Site Plan must be drawn to an engineer's scale with a ratio such as 1" = 10'.

The Live Local request will be evaluated based on compliance with the memo dated July 3, 2023, in addition to the appropriateness of the site plan based on the requirements of Chapter 27, and other applicable land development regulations.

All development will be reviewed for compliance with all applicable City Codes at time of building permitting.

REQUIRED GENERAL INFORMATION

1. Scale, date, and north arrow.
2. Legal Description of the property.
3. Site Data Table*
4. Dimensioned location, size, height and use of all proposed structures.
5. Project units, number of affordable units per area median income, and affordability period.
6. Label uses of adjacent parcels.
7. Location, dimension and method of buffering from adjacent uses.
8. Location and method of screening of refuse stations, storage areas and off-street loading areas.
9. Method of stormwater retention.
10. Location, size and total amount of greenspace.
11. Tree table with tree retention and applicable mitigation.
12. The location, width, pavement type, right-of-way name and other related appurtenances of all public rights-of-way adjoining, traversing or proximate to the site.
13. Location and dimensions of proposed project ingress/egress, parking and service areas, including typical parking space dimensions.
14. Vehicle Use Area buffering adjacent to rights of way.
15. Southern Florida Building Code definitions for types of construction proposed and existing.
16. Proposed means of vehicular and pedestrian access from the site(s) within the development to adjacent streets and/or alleys, showing all existing and proposed curb cuts and sidewalks.
17. Building Elevations (4-sided) for each proposed building.
18. Commitment to complete a transportation study prior to issuance of the building permit.
19. Any other information required under the specific site plan districts pertaining to this article or which may be required, when commensurate with the intent and purpose of this Code, by city reviewing staff.
20. Affidavit confirming a 30-year commitment to provide affordable housing (see below).
21. A statement indicating the petitioners' commitment to comply with specific chapters of the City Code applicable to the project (i.e., tree and landscaping, fire, etc.) at the time of permitting.

Folio #:

Property Address:

Property Area SF:

Future Land Use:

Existing Zoning District:

Proposed Use:

Building Setbacks: north, south, west, and east.

Max. Building Height:

Total Building Area:

Maximum number of proposed dwelling units:

VUA:

VUA greenspace required:

VUA greenspace provided:

Multi-family greenspace required:

Multi-family greenspace provided:

Parking Required:

Parking Provided:

Application for a Qualifying Development (LLA)

Development & Growth Management
2555 E Hanna Avenue
Tampa, FL 33610
(813) 274-3100

LEGAL DESCRIPTION (use separate sheet if needed) MUST BE TYPED -- DO NOT ABBREVIATE:

EXAMPLE

24"

Application for a Qualifying Development (LLA)

LOCATION MAP:

PROPOSED IMPROVEMENTS (DRAWING):

-Name, location, and width of existing street and alley rights-of-way, adjacent to the site.

-Width of existing pavement on all streets and alleys adjacent to the site.

-Location, width and type of all easements adjacent to the site.

-Clearly show the property boundaries of the parcel(s) involved in the special use.

-Location, size, height and use of all proposed additions and/or new buildings.

-Existing and proposed building setbacks

-Location and dimension of existing and proposed driveways, and parking areas include typical parking space.

-Existing and proposed parking lot landscaping.

-Approximate location and size of significant natural features such as trees, lakes, etc.

-Existing and proposed buffering from adjacent uses.

Show conceptual layout of proposed retention system.

TITLE BLOCK;
-Firm's name and address
-The site plan must be to scale. State scale on drawing - Revision block.
Show North arrow. - Drawing data.
-Project name and location.

GENERAL NOTES:

LEGAL DESCRIPTION:
- Address
- Folio Number
- Square Footage

Case No.: _____ Date: _____

Certified Date

Zoning Administrator

N

THIS EXAMPLE FOR GENERAL INFORMATION ONLY

Revised 5/2021 1/2021 E.C.

ZEVCOHEN & ASSOCIATES INC
Civil Engineering · Landscape Architecture · Planning · Environmental Services

300 Interchange Blvd, Suite C, Ormond Beach, FL 32174
Phone: (386) 677-2482

END OF REPORT

ATTACHMENT 2

Senate Bill 1730

An act relating to affordable housing; amending ss. 125.01055 and 166.04151, F.S.; authorizing the board of county commissioners and the governing board of a municipality, respectively, to approve the development of housing that is affordable, including mixed-use residential, on any parcel owned by religious institutions; requiring counties and municipalities to authorize multifamily and mixed-use residential as allowable uses in portions of flexibly zoned areas under certain circumstances; prohibiting counties and municipalities from imposing certain requirements on proposed multifamily developments; prohibiting counties and municipalities from requiring that more than a specified percentage of a mixed-use residential project be used for certain purposes; revising the density, floor area ratio, or height below which counties and municipalities may not restrict certain developments; defining the term "highest currently allowed, or allowed on July 1, 2023"; revising the definition of the term "floor area ratio"; authorizing counties and municipalities to restrict the height of proposed developments on certain parcels with structures or buildings listed in the National Register of Historic Places; requiring the administrative approval of certain proposed developments without further action by a quasi-judicial or administrative board or reviewing body under certain circumstances; defining the term

"allowable density"; requiring the administrative approval of the demolition of an existing structure associated with a proposed development in certain circumstances; providing construction; authorizing counties and municipalities to administratively require that certain proposed developments comply with architectural design regulations under certain circumstances; requiring counties and municipalities to reduce parking requirements by a specified percentage for certain proposed developments under certain circumstances; authorizing counties and municipalities to allow adjacent parcels of land to be included within certain proposed developments; requiring a court to give priority to and render expeditious decisions in certain civil actions; requiring a court to award reasonable attorney fees and costs to a prevailing party in certain civil actions; providing that such attorney fees or costs may not exceed a specified dollar amount; prohibiting the prevailing party from recovering certain other fees or costs; defining terms; revising applicability; prohibiting counties and municipalities from enforcing certain building moratoriums; providing an exception, subject to certain requirements; requiring the court to assess and award reasonable attorney fees and costs to the prevailing party in certain civil actions; providing that such attorney fees or costs may not exceed a specified dollar amount; prohibiting the prevailing party from recovering certain other fees or

costs; providing applicability; providing annual reporting requirements beginning on specified dates; authorizing applicants for certain proposed developments to notify the county or municipality, as applicable, by a specified date of its intent to proceed under certain provisions; requiring counties and municipalities to allow certain applicants to submit revised applications, written requests, and notices of intent to account for changes made by the act; creating s. 420.5098, F.S.; providing legislative findings and intent; defining terms; providing that it is the policy of the state to support housing for certain employees and to allow developers in receipt of certain tax credits and funds to create a specified preference for housing certain employees; requiring that such preference conform to certain requirements; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (6) and paragraphs (a) through (f), (k), and (l) of subsection (7) of section 125.01055, Florida Statutes, are amended, new paragraphs (k) through (n) are added to subsection (7), and subsections (9) and (10) are added to that section, to read:

125.01055 Affordable housing.—

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as

defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional impact, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The county may not require that more than 10 percent of the total square footage of such

mixed-use residential projects be used for nonresidential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, density on any unincorporated land in the county where residential development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the county's land development regulations as an incentive for development. For purposes of this paragraph, "highest currently allowed, or allowed on July 1, 2023," means whichever is least restrictive at the time of development.

(c) A county may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any unincorporated land in the county where development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the county's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot

ratio and lot coverage.

(d)1. A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the county's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a single-family residential development with at least 25 contiguous single-family homes, the county may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the county's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may restrict the height of the proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or 3 stories, whichever is higher. The term "highest currently allowed" in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(e)1. A proposed development authorized under this subsection must be administratively approved without ~~and no~~ further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body ~~is required~~ if the development satisfies the county's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each county shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection. For purposes of this subparagraph, the term "allowable density" means the density prescribed for the property in accordance with this subsection without additional requirements to procure and

transfer density units or development units from other properties.

2. The county must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, of density of the proposed development.

(f)1. A county must, upon request of an applicant, reduce ~~consider reducing~~ parking requirements by 15 percent for a proposed development authorized under this subsection if the development:

a. Is located within one-quarter mile of a transit stop, as defined in the county's land development code, and the transit stop is accessible from the development; ~~.~~

~~2. A county must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:~~

b.~~a.~~ Is located within one-half mile of a major

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transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or ~~and~~

c.~~b.~~ Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a county may not require that the available parking compensate for the reduction in parking requirements.

2.~~3.~~ A county must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the county as a transit-oriented development or area, as provided in paragraph (h).

3.~~4.~~ For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(k) Notwithstanding any other law or local ordinance or regulation to the contrary, a county may allow an adjacent parcel of land to be included within a proposed multifamily development authorized under this subsection.

(l) The court shall give any civil action filed against a county for a violation of this subsection priority over other pending cases and render a preliminary or final decision as expeditiously as possible.

(m) If a civil action is filed against a county for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An

award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but

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is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

(o)~~(k)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

3. The Wekiva Study Area, as described in s. 369.316.

4. The Everglades Protection Area, as defined in s. 373.4592(2).

(p) ~~(1)~~ This subsection expires October 1, 2033.

(9)(a) Except as provided in paragraphs (b) and (d), a county may not enforce a building moratorium that has the effect of delaying the permitting or construction of a multifamily residential or mixed-use residential development authorized under subsection (7).

(b) A county may, by ordinance, impose or enforce such a building moratorium for no more than 90 days in any 3-year period. Before adoption of such a building moratorium, the county shall prepare or cause to be prepared an assessment of the county's need for affordable housing at the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, including projections of such need for the next 5 years. This assessment must be posted on the county's website by the date the notice of proposed enactment is published, and presented at the same public meeting at which the proposed ordinance imposing the building moratorium is adopted by the board of county commissioners. This assessment must be included in the business impact estimate for the ordinance imposing such a moratorium required by s. 125.66(3).

(c) If a civil action is filed against a county for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly

incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(d) This subsection does not apply to moratoria imposed or enforced to address stormwater or flood water management, to address the supply of potable water, or due to the necessary repair of sanitary sewer systems, if such moratoria apply equally to all types of multifamily or mixed-use residential development.

(10)(a) Beginning November 1, 2026, each county must provide an annual report to the state land planning agency which includes:

1. A summary of litigation relating to subsection (7) that was initiated, remains pending, or was resolved during the previous fiscal year.

2. A list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report must include, at a minimum, the project's size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes.

(b) The state land planning agency shall compile the information received under this subsection and submit the information to the Governor, the President of the Senate, and the Speaker of the House of Representatives annually by February 1.

Section 2. Subsection (6) and paragraphs (a) through (f), (k), and (l) of subsection (7) of section 166.04151, Florida Statutes, are amended, new paragraphs (k) through (n) are added to subsection (7), and subsections (9) and (10) are added to

that section, to read:

166.04151 Affordable housing.—

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional

impact, amendment to a municipal charter, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The municipality may not require that more than 10 percent of the total square footage of such mixed-use residential projects be used for nonresidential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, density on any land in the municipality where residential development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the municipality's land development regulations as an incentive for development. For purposes of this paragraph, "highest currently allowed, or allowed on July 1, 2023," means whichever is least restrictive at the time of development.

(c) A municipality may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any land in the municipality where development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor

area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the municipality's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio and lot coverage.

(d)1. A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the municipality's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the municipality may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the municipality's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph,

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the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road or body of water, including manmade lakes or ponds. For a proposed development located within a municipality within an area of critical state concern as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code, the term "story" includes only the habitable space above the base flood elevation as designated by the Federal Emergency Management Agency in the most current Flood Insurance Rate Map. A story may not exceed 10 feet in height measured from finished floor to finished floor, including space for mechanical equipment. The highest story may not exceed 10 feet from finished floor to the top plate.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the municipality may restrict the height of the proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or 3 stories, whichever is higher. The term "highest currently allowed" in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(e)1. A proposed development authorized under this subsection must be administratively approved without ~~and no~~ further action by the governing body of the municipality or any

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quasi-judicial or administrative board or reviewing body ~~is required~~ if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each municipality shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection. For purposes of this paragraph, the term "allowable density" means the density prescribed for the property in accordance with this subsection without additional requirements to procure and transfer density units or development units from other properties.

2. The municipality must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the governing body of the municipality or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or

building individually listed in the National Register of Historic Places, the municipality may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, of density of the proposed development.

(f)1. A municipality must, upon request of an applicant, reduce ~~consider reducing~~ parking requirements for a proposed development authorized under this subsection by 15 percent if the development:

a. Is located within one-quarter mile of a transit stop, as defined in the municipality's land development code, and the transit stop is accessible from the development;~~.~~

~~2. A municipality must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:~~

b.~~a.~~ Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or~~.~~

c.~~b.~~ Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a municipality may not require that the available parking compensate for the reduction in parking requirements.

2.~~3.~~ A municipality must eliminate parking requirements for a proposed mixed-use residential development authorized under

this subsection within an area recognized by the municipality as a transit-oriented development or area, as provided in paragraph (h).

3.~~4.~~ For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(k) Notwithstanding any other law or local ordinance or regulation to the contrary, a municipality may allow an adjacent parcel of land to be included within a proposed multifamily development authorized under this subsection.

(l) The court shall give any civil action filed against a municipality for a violation of this subsection priority over other pending cases and render a preliminary or final decision as expeditiously as possible.

(m) If a civil action is filed against a municipality for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants;

public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable

uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

(o) ~~(k)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

3. The Wekiva Study Area, as described in s. 369.316.

4. The Everglades Protection Area, as defined in s. 373.4592(2).

(p) ~~(l)~~ This subsection expires October 1, 2033.

(9)(a) Except as provided in paragraphs (b) and (d), a municipality may not enforce a building moratorium that has the effect of delaying the permitting or construction of a multifamily residential or mixed-use residential development authorized under subsection (7).

(b) A municipality may, by ordinance, impose or enforce such a building moratorium for no more than 90 days in any 3-

year period. Before adoption of such a building moratorium, the municipality shall prepare or cause to be prepared an assessment of the municipality's need for affordable housing at the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, including projections of such need for the next 5 years. This assessment must be posted on the municipality's website by the date the notice of proposed enactment is published and must be presented at the same public meeting at which the proposed ordinance imposing the building moratorium is adopted by the governing body of the municipality. This assessment must be included in the business impact estimate for the ordinance imposing such a moratorium required by s. 166.041(4).

(c) If a civil action is filed against a municipality for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(d) This subsection does not apply to moratoria imposed or enforced to address stormwater or flood water management, to address the supply of potable water, or due to the necessary repair of sanitary sewer systems, if such moratoria apply equally to all types of multifamily or mixed-use residential development.

(10)(a) Beginning November 1, 2026, each municipality must provide an annual report to the state land planning agency which

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includes:

1. A summary of litigation relating to subsection (7) that was initiated, remains pending, or was resolved during the previous fiscal year.

2. A list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report must include, at a minimum, the project's size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes.

(b) The state land planning agency shall compile the information received under this subsection and submit the information to the Governor, the President of the Senate, and the Speaker of the House of Representatives annually by February 1.

Section 3. An applicant for a proposed development authorized under s. 125.01055(7), Florida Statutes, or s. 166.04151(7), Florida Statutes, who submitted an application, a written request, or a notice of intent to use such provisions to the county or municipality and which application, written request, or notice of intent has been received by the county or municipality, as applicable, before July 1, 2025, may notify the county or municipality by July 1, 2025, of its intent to proceed under the provisions of s. 125.01055(7), Florida Statutes, or s. 166.04151(7), Florida Statutes, as they existed at the time of submittal. A county or municipality, as applicable, shall allow an applicant who submitted such application, written request, or notice of intent before July 1, 2025, the opportunity to submit a revised application, written request, or notice of intent to

account for the changes made by this act.

Section 4. Section 420.5098, Florida Statutes, is created to read:

420.5098 Public sector and hospital employer-sponsored housing policy.—

(1) The Legislature finds that it is in the best interests of the state and the state's economy to provide affordable housing to state residents employed by hospitals, health care facilities, and governmental entities in order to attract and maintain the highest quality labor by incentivizing such employers to sponsor affordable housing opportunities. Section 42(g)(9)(B) of the Internal Revenue Code provides that a qualified low-income housing project does not fail to meet the general public use requirement solely because of occupancy restrictions or preferences that favor tenants who are members of a specified group under a state program or policy that supports housing for such specified group. Therefore, it is the intent of the Legislature to establish a policy that supports the development of affordable workforce housing for employees of hospitals, health care facilities, and governmental entities.

(2) For purposes of this section, the term:

(a) "Governmental entity" means any state, regional, county, local, or municipal governmental entity of this state, whether executive, judicial, or legislative; any department, division, bureau, commission, authority, or political subdivision of the state; any public school, state university, or Florida College System institution; or any special district as defined in s. 189.012.

(b) "Health care facility" has the same meaning as provided

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in s. 159.27(16).

(c) "Hospital" means a hospital under chapter 155, a hospital district created pursuant to chapter 189, or a hospital licensed pursuant to chapter 395, including corporations not for profit that are qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and for-profit entities.

(3) It is the policy of the state to support housing for employees of hospitals, health care facilities, and governmental entities and to allow developers in receipt of federal low-income housing tax credits allocated pursuant to s. 420.5099, local or state funds, or other sources of funding available to finance the development of affordable housing to create a preference for housing for such employees. Such preference must conform to the requirements of s. 42(g)(9) of the Internal Revenue Code.

Section 5. This act shall take effect July 1, 2025.

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Rules

BILL:	CS/CS/SB 1730
INTRODUCER:	Rules Committee, Community Affairs Committee and Senator Calatayud
SUBJECT:	Affordable Housing
DATE:	April 9, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hackett	Fleming	CA	**Fav/CS**
2.	Hackett	Yeatman	RC	**Fav/CS**

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/CS/SB 1730 amends various provisions of the Live Local Act, passed during the 2023 Regular Session, related to the preemption of certain zoning and land use regulations to authorize affordable housing developments. Specifically, the bill:

- Clarifies the application of the zoning preemption by defining "commercial," "industrial," and "mixed-use zoning," and providing that the preemption applies in areas such as planned unit developments with different zoning mechanics;
- Prohibits local governments from requiring amendments to developments of regional impact before allowing development;
- Prohibits local governments from requiring a certain amount of residential usage in mixed-use developments;
- Clarifies the nature of administrative approval of affordable housing developments;
- Requires local governments to reduce parking requirements, as opposed to considering such reduction;
- Provides for priority docketing and prevailing party attorneys' fees in lawsuits brought under the Live Local Act; and
- Prohibits local governments from enforcing building moratoria that would have the effect of delaying the permitting or construction of affordable housing developments, except in certain circumstances.

Outside of the Live Local Act, the bill also:

- Amends the evacuation time for the Florida Keys area of critical state concern;
- Enacts a state policy related to public sector and hospital employer-sponsored housing; and

- Clarifies that the Fair Housing Act prohibits local governments from discriminating in land use decisions based on the nature of a development as affordable housing.

The bill takes effect July 1, 2025.

II. Present Situation:

Affordable Housing

One major goal at all levels of government is to ensure that citizens have access to affordable housing. Housing is considered affordable when it costs less than 30 percent of a family's gross income. A family paying more than 30 percent of its income for housing is considered "cost burdened," while those paying more than 50 percent are considered "extremely cost burdened."

What makes housing "affordable" is a decrease in monthly rent so that income eligible households can pay less for the housing than it would otherwise cost at "market rate."[1] Lower monthly rent payment is a result of affordable housing financing that comes with an enforceable agreement from the developer to restrict the rent that can be charged based on the size of the household and the number of bedrooms in the unit.[2] The financing of affordable housing is made possible through government programs such as the federal Low-Income Housing Tax Credit Program and the Florida's State Apartment Incentive Loan program.[3]

Resident eligibility for Florida's state and federally funded housing programs is typically governed by area median income (AMI) levels. These levels are published annually by the U.S. Department of Housing and Urban Development for every county and metropolitan area.[4] Florida Statutes categorizes the levels of household income as follows:

- Extremely low income – households at or below 30% AMI;[5]
- Very low income – households at or below 50% AMI;[6]
- Low income – households at or below 80% AMI;[7] and
- Moderate income – households at or below 120% AMI.[8]

Zoning and Land Use Preemption for Affordable Developments

The Growth Management Act requires every city and county to create and implement a comprehensive plan to guide future development.[9] All development, both public and private, and

[1] The Florida Housing Coalition, *Affordable Housing in Florida*, p. 3, available at: https://flhousing.org/wp-content/uploads/2022/07/Affordable-Housing-in-Florida.pdf (last visited Mar. 26, 2025).
[2] *Id.*
[3] *Id.*
[4] U.S. Department of Housing and Urban Development, *Income Limits, Access Individual Income Limits Areas – Click Here for FY 2023 IL Documentation*, available at https://www.huduser.gov/portal/datasets/il.html#2021 (last visited Mar.26, 2025).
[5] Section 420.0004(9), F.S.
[6] Section 420.0004(17), F.S.
[7] Section 420.0004(11), F.S.
[8] Section 420.0004(12), F.S.
[9] Section 163.3167(2), F.S.

all development orders[10] approved by local governments must be consistent with the local government's comprehensive plan unless otherwise provided by law.[11] The Future Land Use Element in a comprehensive plan establishes a range of allowable uses and densities and intensities over large areas, and the specific use and intensities for specific parcels[12] within that range are decided by a more detailed, implementing zoning map.[13]

The Live Local Act (act)[14] preempts certain county and municipal zoning and land use decisions to encourage development of affordable multifamily rental housing in targeted land use areas. Specifically, the act requires counties and municipalities to allow a multifamily or mixed-use residential[15] rental development in any area zoned for commercial, industrial, or mixed-use if the development meets certain affordability requirements.[16] To qualify, the proposed development must reserve 40 percent of the units for residents with incomes up to 120% AMI, for a period of at least 30 years.

Additionally, the local government may not restrict the density or floor area ratio of qualifying developments below the highest allowed density, or below 150 percent of the highest allowed floor area ratio, on land within its jurisdiction where residential development is allowed, and may not restrict the height below the highest currently allowed height for a commercial or residential development in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. Further height restrictions apply where a proposed development is adjacent to single family residential development.

An application for a development must be administratively approved and no further action is required from the governing body of the local government if the development satisfies the local government's land development regulations for multifamily in areas zoned for such use and is otherwise consistent with the jurisdiction's comprehensive plan.

A local government must consider reducing parking requirements for these developments if they are located within one-half mile of a major transit stop, as such term is the local government's land development code, and the major transit stop is accessible from the development. Additionally, a local government must reduce parking requirements by at least 20 percent if the development is located within one-half mile of a major transportation hub that is accessible from the proposed development and has available parking within 600 feet of the proposed

[10] "Development order" means any order granting, denying, or granting with conditions an application for a development permit. See s. 163.3164(15), F.S. "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land. See s. 163.3164(16), F.S.
[11] Section 163.3194(3), F.S
[12] When local governments make changes to their zoning regulations or comprehensive plans some structures may no longer be in compliance with the newly approved zoning and may be deemed a "nonconforming use." A nonconforming use or structure is one in which the use or structure was legally permitted prior to a change in the law, and the change in law would no longer permit the re-establishment of such structure or use.
[13] Richard Grosso, A Guide to Development Order "Consistency" Challenges Under Florida Statutes Section 163.3215, 34 J. Envtl. L. & Litig. 129, 154 (2019) citing Brevard Cty. v. Snyder, 627 So. 2d 469, 475 (Fla. 1993).
[14] The "Live Local Act", Ch. 2023-17, Laws of Fla., made various changes to affordable housing related programs and policies at the state and local levels, including zoning and land use preemptions favoring affordable housing, funding for state affordable housing programs, and tax provisions intended to incentivize affordable housing development.
[15] For mixed-use residential, at least 65 percent of the total square footage must be used for residential purposes.
[16] *See* ss. 125.01055(7) and 166.04151(7), F.S., this analysis section.

development (i.e., on-street parking, parking lots, or parking garages). Finally, as it relates to parking, a local government must eliminate parking requirements for a proposed mixed-use residential development within an area recognized by the local government as a transit-oriented development or area.
These zoning and land use provisions do not apply to recreational and commercial working waterfronts in industrial areas, and only mixed-use residential developments must be authorized under these provisions in areas where commercial or industrial capacity is exceptionally limited.

The act specifically requires that except as otherwise provided in the act, a qualifying development must comply with all applicable state and local laws and regulations.

These provisions are effective until October 1, 2033.

Priority Docketing

The Florida Rules of Judicial Administration govern the ways a judge controls a case in terms of timing and docketing. Some cases that come before a court are deemed priority cases, either directly in statute, in rule of procedure, or case law. Every judge has a duty to expedite priority cases to the extent reasonably possible.[17] For these cases judges are tasked with implementing docket control policies necessary to advance the case and ensure prompt resolution. [18] Docket control policies include setting deadlines for phases of the case, giving priority to hearings required to advance the case, and advancing the trial setting. A party in a priority status case may file a notice of priority status, and has recourse if they believe the case has not been appropriately advanced on the docket or received priority in scheduling.[19]

Florida Keys Area of Critical State Concern

In 1975, the Florida Keys were designated as an area of critical state concern. The designation includes the municipalities of Islamorada, Marathon, Layton and Key Colony Beach, and unincorporated Monroe County.[20] State, regional, and local governments in the Florida Keys Area of Critical State Concern are required to coordinate development plans and conduct programs and activities consistent with principles for guiding development. Principles include protecting the environmental resources, historical heritage, and water quality of the Florida Keys.[21]

A land development regulation or element of a local comprehensive plan in the Florida Keys Area may be enacted, amended, or rescinded by a local government, but such actions must be approved by the Florida Department of Commerce ("Commerce").[22] Amendments to local comprehensive plans must also be reviewed for compliance with several requirements:

[17] Fla. R. Jud. Admin. 2.215(g).
[18] Fla. R. Jud. Admin. 2.545(b).
[19] Fla. R. Jud. Admin. 2.545(c).
[20] The City of Key West functions as a separate area of critical state concern, called the City of Key West Area of Critical State Concern, with similar restrictions. Section 380.0552, F.S.; *2020 Florida Keys Area of Critical State Concern Annual Report* available at https://floridajobs.org/docs/default-source/2015-community-development/community-planning/2015-cmty-plan-acsc/2020keysacscannualreport.pdf?sfvrsn=51c94eb0_2 (last visited Mar. 26, 2025).
[21] For a full list of required considerations, *see* s. 380.0552(7), F.S.
[22] Section 380.0552(9)(a), F.S.

construction schedules, financing plans and compliance with construction standards for wastewater treatment and disposal facilities, and protection of public safety with maintenance of hurricane evacuation clearance time with standards developed by a hurricane evacuation study conducted under professionally accepted methodology.

Hurricane Evacuation Clearance Standards in the Florida Keys

The Florida Keys Area Protection Act[23] provides, in part, that comprehensive plan amendments within the covered area, which includes the majority of Monroe County, must comply with "goals, objectives and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24 hours." The hurricane evacuation clearance time must be determined by a hurricane evacuation study conducted in accordance with a professionally accepted methodology and approved by Commerce.[24]

Affordable Housing Financing and Employer-Sponsored Housing Policy

Housing credits are a financial instrument, tax credits, issued through the Low Income Housing Tax Credit program.[25] After being allocated a certain amount of tax credits by the federal government based on population and need, the Florida Housing Finance Corporation allocates the funding to affordable housing developers. There are two types of credits:

- 9 percent credits, which are more valuable and limited. These are competitively bid for and can typically fund two-thirds of a development's total cost; and
- 4 percent credits, which are not limited and considered "non-competitive." These typically fund one third of a development's total cost.

The Federal Internal Revenue Service provides requirements for developments that can qualify as low-income housing for the purpose of administering certain financing such as these tax credits.[26] One requirement is that, in general, a project be available for general public use. Exceptions to this requirement permit occupancy restrictions or preferences that favor tenants:[27]

- With special needs;
- Who are members of a specified group under a federal or state program or policy that supports housing for such group; or
- Who are involved in artistic or literary activities.

Fair Housing

The Florida Fair Housing Act[28] prohibits discrimination in housing-related activities, including the sale, rental, and financing of housing. The law protects individuals from discrimination based on race, color, national origin, sex, disability, familial status, or religion. The law also specifically prohibits local governments from discriminatory practices in land use decisions and

[23] Section 380.0552, F.S.
[24] Section 380.0552(9)(a)2., F.S.
[25] Florida Housing Finance Corporation, *Housing Credits*, available at https://www.floridahousing.org/programs/developers-multifamily-programs/low-income-housing-tax-credits (last visited Mar. 26, 2025).
[26] I.R.C. 42(g).
[27] I.R.C. 42(g)(9).
[28] Sections 760.20-760.37, F.S.

development permitting, including discrimination based on the source of financing of a development, except as otherwise provided by law.[29] The Act is enforced by the Florida Commission on Human Relations, which investigates complaints and can seek legal remedies for violations.

III. Effect of Proposed Changes:

Sections 1 and 2 amend ss. 125.01055 and 166.04151, F.S., related to the administrative approval of certain affordable housing developments under the Live Local Act. The amendments are organized below.

Application, Definitions, and Clarity

The bill amends several areas to more clearly define what areas are subject to the provisions of each statute's subsection 7, requiring the authorization of certain affordable housing developments. In an attempt to clarify applicability where traditional zoning is not utilized on a local level, the bill provides that the provisions apply in portions of any flexibly zoned areas such as a planned unit development permitted for commercial, industrial, or mixed use.

The bill further provides definitions for "commercial use," "industrial use," and "mixed use." Each definition is intended to function only for the purposes of the section and meant to apply regardless of the local regulation's categorization.

- "Commercial use" is defined as activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The bill provides examples, and provides that accessory, ancillary, incidental, or temporary commercial uses are not enough to make a parcel zoned for commercial use for the purposes of the section. The term does not include home based businesses, vacation rentals, or cottage food operations undertaken on residential property. Additionally, recreational use, such as golf courses and tennis courts, within residential areas are not considered commercial use.
- "Industrial use" is defined as activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The bill provides examples and contains the same caveats as under commercial use, including the exclusion of recreational areas.
- "Mixed use" is defined as any use that combines multiple types of approved land uses from at least two of the residential, commercial, and industrial categories. The bill contains the same caveats as above, including the exclusion of recreational areas.

Amendments to Preemptive Provisions

The bill also amends certain functions of the required administrative approval process and parameters for the scope of the preemption. The bill clarifies on administrative approval that the action must occur without further action by the governing body of the local government or any quasi-judicial or administrative board or reviewing body.

The bill further provides that, pursuant to administrative approval, a local government may not require a proposed multifamily development to obtain a transfer of density or development units,

[29] Section 760.26, F.S.

or an amendment to a development or regional impact. Additionally, a local government may not require that more than 10 percent of the total square footage of a proposed mixed-use residential project be used for nonresidential purposes.

The preemption is amended to say that a county may not restrict the height, density, or floor area ratio of a proposed development below the highest currently allowed, or allowed on July 1, 2023, for a commercial or residential building located in its jurisdiction (for height, within 1 mile as currently provided). The provision of law restricting approved development height for proposed development adjacent to single-family residential use is similarly amended to be allow the highest allowed on July 1, 2023, but tempered not to exceed 10 stories.

For a proposed development within a municipality within an area of critical state concern, the bill provides that the term "story" includes only the habitable space above the base flood elevation as designated in the most current Flood Insurance Rate Map, and that a story may not exceed 10 feet in height between finished floors. The highest story in such a development may not exceed 10 feet from finished floor to the top plate.

The bill clarifies the density provision by defining "allowable density" to mean the density prescribed for the property without additional requirements to procure and transfer density units or development units from other properties.

The parking preemption is amended to require a local government, upon request by the applicant, to reduce parking requirements for a proposed development by 20 percent if the proposed development meets any of the criteria considered for parking reduction currently provided by law. Current law requires the local government to *consider* reducing parking requirements.

Exempt areas, which currently include only airport-impacted areas and commercial working waterfronts, are expanded to include the Wekiva Study Area[30] and the Everglades Protection Area.[31]

Counties are further permitted, but not required, to allow an adjacent parcel of land to be included within a proposed multifamily development authorized under the Live Local Act preemption, notwithstanding any other law or local ordinance or regulation to the contrary.

Civil Actions Under the Act

The bill contains several provisions related to litigation arising from this subsection of law. The bill provides that a court shall give any civil action filed against a local government for a violation priority over other pending cases and render a preliminary or final decision as expeditiously as possible. Further, the bill provides that the court must assess and award reasonable attorney fees and costs, not exceeding $200,000, to a prevailing party in such an action. Attorney fees incurred to determine an award of fees and costs are not recoverable.

[30] *See* s. 369.316, F.S. The Wekiva Study Area includes portions of Lake, Orange, and Seminole Counties.
[31] *See* s. 373.4592(2), F.S.

Moratoria

The bill creates a new subsection of ss. 125.01055 and 166.04151, F.S., to preempt local governments from enforcing building moratoria that have the effect of delaying the permitting or construction of a development under subsection (7).

As an exception, a local government may impose or enforce such a moratorium by ordinance for no more than 90 days in any 3-year period after preparing, publishing, and presenting an assessment of the locality's need for affordable housing.

The bill provides that, in a civil action filed against a local government under the subsection on moratoria, the court must assess and award reasonable attorney fees and costs, not exceeding $200,000, to a prevailing party in such an action. Attorney fees incurred to determine an award of fees and costs are not recoverable.

The prohibition on moratoria does not apply to a moratorium imposed due to unavailability of public facilities or services, or imposed to address storm- or flood-water management, provided such moratorium applies equally to all types of multifamily or mixed use residential development.

Section 3 provides that an applicant for a proposed development authorized under ss. 125.01055(7) or 166.04151(7), F.S., who submitted documentation before July 1, 2025, may proceed under the provisions of law as they existed at the time of submission, or notify the local government of their intent to revise their submission to account for the changes made by the bill.

Section 4 amends s. 380.0552, F.S., to amend the hurricane evacuation clearance time which subject local governments must base comprehensive planning around from twenty-four to twenty-six hours. **Section 5** provides that the intent of the Legislature in this amendment is to accommodate the building of additional developments to ameliorate the acute affordable housing and building permit allocation shortage. The Legislature thereby intends that local governments manage growth authorized by the amendment with a focus on long-term stability and affordable housing for the local workforce.

Section 6 creates s. 420.5098, F.S., to institute a state housing policy on public sector and hospital employer-sponsored housing. The bill provides that it is the policy of the state to support housing for employees of hospitals, health care facilities, and governmental entities and to allow developers using low-income housing tax credits and other sources of funding to create a preference for housing for such employees. However, such preference must conform with the requirements provided under federal law.

Section 7 amends s. 760.26, F.S., to provide that it is unlawful to discriminate in land use decisions or in the permitting of development based on the nature of a development or proposed development as affordable housing, except as otherwise provided by law.

The bill takes effect July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

None.

C. Government Sector Impact:

None.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 125.01055, 166.04151, 380.0552, and 760.26.

The bill creates an undesignated section of Florida law.

This bill creates the following section of the Florida Statutes: 420.5098.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS/CS by Rules on April 8, 2025:
The committee substitute:
- Defines "story," as it pertains to the application of the height entitlement in the Florida Keys, to include only the habitable space above the base flood elevation, and limits the height of each story to 10 feet;
- Clarifies that "allowable density" means the density prescribed for the property without additional requirements to procure and transfer density units or development units from other properties;
- Clarifies that "commercial use," in terms of the land use preemption, includes hotels and excludes vacation rentals; and
- Changes terminology from "enact" to "enforce" on the prohibition on Live Local moratoria.

CS by Community Affairs on March 31, 2025:
The committee substitute revises sections of the bill related to the preemption of certain zoning and land use regulations under the Live Local Act, specifically:
- Removes a prohibition on requiring amendments to development agreements and restrictive covenants;
- Provides that the authorized height for a proposed development may use the density or floor area ratio allowed on July 1, 2023;
- Provides a cap of 10 stories for developments adjacent to residential development;
- Clarifies parking reduction requirements;
- Provides exceptions for the Wekiva Study Area and the Everglades Protection Area;
- Revises attorney fee provisions to favor the prevailing party, rather than plaintiff; removes reference to damages;
- Increases maximum attorney fee award from $100,000 to $200,000
- Clarifies zoning definitions; and
- Provides that a local government may, but is not required to, permit development on adjacent properties to proposed developments authorized under the Live Local Act.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

Planning Board minutes from December 11, 2025

ITEM:

PZ-2025-218

Land Development Code Amendment
Live Local Act Update

Recommended for Approval (6-0)

because it is protected and is adjacent to the other state lands, the City and the taxpayers agreed that it was a good purchase.

Mr. Spraker stated that it is owned by the State and they would be the applicant to change the land use and zoning to Special Environmental.

Ms. McCallen asked for clarification about Shockney Drive being on the south side of the river when it is in Tomoka Estates on the north side. Mr. Spraker replied Shockney Drive is in Volusia County and that the map was made by the biologist/consultant and not the City. He continued that it may be a prescriptive right-of-way (ROW), and something that was platted in 1920's and could be showing in the water.

Ms. McCallen asked about the property to the south that is under water most of the year that is for sale by Mr. Milsap, and if he can develop it. Mr. Spraker stated that he would have to comply with the State and City standards. The property has a commercial parcel of land and would be required to go through all of the development standards for wetlands, floodplain, compensating storage, and access.

B. PZ-2025-218, Live Local Update, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, explained the administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-used and parking requirement reductions.

Mr. Spraker stated that there were three primary changes with Senate Bill 1730:

1. Planned Developments for commercial, industrial, or mixed-use zonings;
2. Reduction of parking within a quarter mile of a transit stop;
3. Allows local governments to allow affordable housing on properties with Houses of Worship. Staff is not recommending as the Houses of Worship within the City do not have residential land use. They typically have Public Institutional land use, which does not allow residential units.

   Mr. Spraker added that if the Planning Board is interested in allowing Houses of Worship to do residential units on their property, it would need to be an amendment, and staff does not recommend it.

Chairman Thomas asked how Prince of Peace Church has residential living quarters on their property. Mr. Spraker answered that their land use and zoning is high density residential. They bought land next to them with a residential zoning and incorporated it into their church facility. Mr. Spraker responded that the property is zoned residential. Mr. Spraker continued that A House of Worship could have a "Public Institutional" land use and apply for a residential land use and zoning, but it would have to go before the Planning Board and City Commission.

Board discussion ensued on the topic with further clarification inquiries.

Mr. Galloway expressed frustration with what the State is doing with the Live Local Act and how it bypasses what the City and County can tell developers to do.

Chairman Thomas elaborated on the importance of PBD and PRDs with the latitude it gives developers.

Audience Comments

Mr. Scott Vanacore, 1415 N. U.S. Highway 1, explained in his experience with politicians and legislators over the past two years with Senate Bill 180 and Senate Bill 1730 and the power that is being taken away from city governments is upsetting. The legislators let on that it is a political push of a misinformed bunch. He expressed concern with people getting into power who are misinformed, and what the city could turn into.

Mr. Vanacore stated that Senate Bill 180 and Senate Bill 1730 are trying to stop the political push of the misinformed bunch. He thanked the Planning Board and clarified that his project is for small businesses.

Chairman Thomas emphasized the need for storage units.

Mr. Vanacore added to Chairman Thomas's point about people purchasing online and gathering more and more items, by clarifying that the proposed project is not for personal storage. He concluded that he built the 75,000-square-foot Ormond Commerce Park, just north of the site 25 years ago and that it is full and thriving.

Mr. Jorczak commented that he would like to see more light-industrial move into the area with a mix of hotel, motel and recreational uses for a better balance. Mr. Vanacore responded that Mr. Rademacher apprised him of an Italian company that is interested in building a 30,000-square-foot Tesla electrical business.

Chairman Thomas brought it back up to the Board for questions and comments.

Mr. Jorczak asked if there is any legal action by the counties relative to the Live Local Act. Mr. Spraker responded that he is not aware of any lawsuits, and that based on the comments by the State Legislature from 2024, it is a topic that will continue to have amendments as it moves forward.

Chairman Thomas brought it up to the Board and entertained a motion.

Mr. Galloway motioned to approve the staff recommendation for PZ-2025-218, Live Local Update, Land Development Code Amendment. Mr. Railsback seconded the motion. The vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

Arthur Armstrong, 77 Emerald Oaks Lane, clarified that when he spoke earlier that he did not speak against anyone including the Board. He reiterated that he has been in Florida for 27 years and is from Massachusetts. He added that he loves the community and expressed concerns with approving all of the projects, one being a project on Hull Road. Mr. Armstrong expressed his perspective on not making business owners abide by the permits that they were granted. He added that Hull Road is one of the worst roads in the community with hazardous waste spilled on it and U.S. Highway 1, giving the business owners the responsibility of cleaning up, and they do not. Mr. Armstrong spoke on the flooding issues and suggests that if properties are not maintained, they should be shut down.

Chairman Thomas responded with details on the industrial type of zoning for the area, and how the City of Ormond Beach is a code-enforcement complaint-driven community that has to be reported with name details.

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2026-02

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-39, AFFORDABLE HOUSING, OF THE ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE THE SECTION BASED ON SENATE BILL 1730 FOR EXPANDED APPLICABILITY TO PLANNED DEVELOPMENTS PERMITTED IN AREAS ZONED FOR COMMERCIAL, INDUSTRIAL, OR MIXED-USE AND PARKING REQUIREMENT REDUCTIONS; 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 administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

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 administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

   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 administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

   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 administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

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

   None. This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

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	February 3, 2026	**Item No**	9.A.
Section	RESOLUTIONS	**Category**	Resolution
Subject	Municipal Firefighters' Pension Trust Fund Board of Trustees Appointment		
Recommended Action	Staff recommends approval of the resolution appointing members to the Firefighters' Pension Trust Fund Board of Trustees.		
Strategic Goal	Governance – Other		
Department Staff Contact	Support Services Susan Dauderis, City Clerk		

Summary

The purpose of this item is for the City Commission to discuss and appoint the replacement of Mike Scudiero on the Firefighters' Pension Fund Board of Trustees, given his resignation effective December 24, 2025. This position is appointed by the Commission At-Large.

The following individuals have expressed interest in serving on this Board.

- Jennifer Bright
- Richard Gosch
- Healther Linek
- John Long III
- William Medlin
- James Powers
- Kenneth Smith

The Firefighters’ Pension Fund is administered by a five-member Board of Trustees, consisting of two members appointed by the City Commission, one nominated by the Board, and two elected by a majority of the employee system. The Board serves as the sole and exclusive plan administrator, overseeing proper fund operations and retaining outside legal and actuarial advisors. The Board meets quarterly in February, May, August, and December.

Financial Impact

None

Citizen Impact

Various boards and committees have been established to assist and advise the City Commission.

Attachments

1. 26-15 Fire Pension Bd appt
2. Bright, Jennifer
3. Gosch, Richard
4. Linek, Heather
5. Long III, John
6. Medlin, William
7. Powers, James
8. Smith Kenneth

RESOLUTION NO. 2026-15

A RESOLUTION APPOINTING A TRUSTEE TO SERVE ON THE FIREFIGHTERS' PENSION TRUST FUND BOARD; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. _____ is hereby appointed to serve as an At-Large Trustee of the Firefighters' Pension Trust Fund Board.

SECTION TWO. The said appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with Chapter 16, including section 16-42 thereof and Article III, of the City of Ormond Beach *Code of Ordinances*.

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

APPROVED AND AUTHENTICATED this 3rd day of February, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Advisory Board Interest Application

Jennifer Bright

Interested In Serving On:

- Aviation Advisory Board
- Board of Adjustment and Appeals
- Budget Advisory Board
- Brownfield Advisory Board
- Citizens' Law Enforcement Advisory Board
- Community Development Block Grant Advisory Board
- General Employees' Pension Fund
- Historic Landmark Preservation Board
- Housing Authority
- Human Resources Board
- Firefighters' Pension Trust Fund
- Police Officers' Pension Trust Fund
- Parks and Recreation Advisory Board
- Planning Board
- Quality of Life Advisory Board
- Intergovernmental Appointements

Print

Advisory Board Interest Application - Submission #4963

Date Submitted: 9/22/2024

Please select the advisory board(s) for which you wish to be considered:*

- ☑ Aviation Advisory Board
- ☑ Board of Adjustments and Appeals*
- ☑ Budget Advisory Board
- ☑ Brownfield Advisory Board
- ☑ Citizens' Law Enforcement Advisory Board
- ☑ General Employees' Pension Fund*
- ☑ Historic Landmark Preservation Board
- ☑ Housing Authority
- ☑ Human Resources Board
- ☑ Leisure Services Advisory Board
- ☑ Firefighters' Pension Trust Fund*
- ☑ Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☑ Quality of Life Advisory Board
- ☑ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.

****To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.***

PERSONAL:

First Name:* Jennifer

Last Name:* Bright

Email Address:* jb2341@duck.com

Home Address:* 221 Arlington Way

City:* Ormond Beach

State:* fl

Zip:* 32176

Personal Phone:* 9255190731

Work Address:

City:

State:

Zip:

Work Phone:

Present Occupation:

How long have you been a resident of Ormond Beach:* 3

How long have you lived in Volusia County:* 3

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School: **Date Graduated:**

Moreau	1980

College: **Date Graduated:**

Heald	1995

Degree:

Associated of Applied Science, Accounting

Other Training:

University of Pheonix - Information Technology Program

EXPERIENCE:

Company/Employer and type of business or area of experience:*

AT&T
Telcom
Financial and Data Analyst

Company/Employer and type of business or area of experience:*

Wells Fargo/Ettain
Banking
Business Analyst

Company/Employer and type of business or area of experience:*

Mission Foods
Manufacturing
Financial Analyst
Marketing and Sales

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

RCOBA 2022 -present

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I have a willingness to serve as a member, that is why I am Appling for the appointments. I would like to take an active part in shaping the direction Ormond Beach is heading.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

n/a

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

No

REFERENCES:

Please list three business or personal references:

First Name:

Brian

Last Name:

Valentine

Occupation:

Principal Data Analysis

Personal Phone:

916-833-0310

Work Phone:

Address:

Meridian, Idaho

First Name:

Dave

Last Name:

Downey

Occupation:

Retired

Personal Phone:

214-864-3635

Work Phone:

Address:

Glasgo, Connecticut

First Name:

Kaaren

Last Name:

Hagen

Occupation:

Analysis

Personal Phone:

414-379-5798

Work Phone:

Address:

Rockwall, Texas

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Richard Gosch

Interested In Serving On:

- Municipal Firefighters' Pension Trust Fund

Print

Advisory Board Interest Application - Submission #5909

Date Submitted: 1/8/2026

Please select the advisory board(s) for which you wish to be considered:*

- [ ] Aviation Advisory Board
- [ ] Board of Adjustments and Appeals*
- [ ] Budget Advisory Board
- [ ] Brownfield Advisory Board
- [ ] Citizens' Law Enforcement Advisory Board
- [ ] General Employees' Pension Fund*
- [ ] Historic Landmark Preservation Board
- [ ] Housing Authority
- [ ] Human Resources Board
- [x] Firefighters' Pension Trust Fund*
- [ ] Police Officers' Pension Trust Fund*
- [ ] Neighborhood Improvement Advisory Board
- [ ] Parks and Recreation Advisory Board
- [ ] Planning Board*
- [ ] Quality of Life Advisory Board
- [ ] Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:* Richard

Last Name:* Gosch

Email Address:* dick.gosch@gmail.com

Home Address:* 312 Nottinghill St

City:* Ormond Beach

State:* Fl

Zip:* 32174

Personal Phone:* 386-316-1212

Employer:

Present Occupation: Retired

Work Phone:

Work Address:

City:

State:

Zip:

How long have you been a resident of Ormond Beach:* 19 years

How long have you lived in Volusia County:* 19 years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School:	Date Graduated:
	1971

College:	Date Graduated:
Northwest State University	

Degree:

BS in Business/minor Accounting

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Worked for State Farm in Management position for 35 years. Served as Accounting Manager in Monroe, La for
10 years and then Corporate Office in Bloomington, Il. Did staff work, managed major projects, and developed people. One of the interns is now CEO of State Farm.

Company/Employer and type of business or area of experience:*

Insurance - Accounting - Finance and Human Resouces

Company/Employer and type of business or area of experience:*

N/A

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Commodore Halifax River Yacht Club - present
Christ Community Church - Finance Committee - present
Republican Club of Ormond Beach - VP and treasurer 2005-2020

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I believe that we are to help better our community by being willing to serve as a volunteer. The City of Ormond Beach is where I reside. I would like to be involved with a board where I can use my business experience and background to make the community stronger for it's citizens.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

Fairly open to meet anytime

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

No

REFERENCES:

Please list three business or personal references:

First Name:

Jeff

Last Name:

Brower

Occupation:

County Chairman

Personal Phone:

3865610673

Work Phone:

Address:

310 Dawson Brown Rd, DeLeon Springs, Fl 32130

First Name:

Partington

Last Name:

Bill

Occupation:

Owner AHC Safe and Lock

Personal Phone:

386-677-4424

Work Phone:

Address:

54 W. Granada Blvd., Ormond Beach, Fl 32125

First Name:

Mel

Last Name:

Stack

Occupation:

Attorney

Personal Phone:

386-255-1925

Work Phone:

Address:

444 Seabreeze, Daytona Beach, Fl 32118

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Heather Linek

Interested In Serving On:

- Board of Adjustments and Appeals
- Budget Advisory Board
- Citizens' Law Enforcement Advisory Board
- Community Development Block Grant Advisory Board
- General Employees' Pension Fund
- Historic Landmark Preservation Board
- Housing Authority
- Human Resources Board
- Municipal Firefighters' Pension Trust Fund
- Municipal Police Officers' Pension Trust Fund
- Planning Board
- Quality of Life Advisory Board
- Intergovernmental Appointments

Print

Advisory Board Interest Application - Submission #5872

Date Submitted: 12/23/2025

Please select the advisory board(s) for which you wish to be considered:*

- ☐ Aviation Advisory Board
- ☑ Board of Adjustments and Appeals*
- ☑ Budget Advisory Board
- ☐ Brownfield Advisory Board
- ☑ Citizens' Law Enforcement Advisory Board
- ☑ General Employees' Pension Fund*
- ☑ Historic Landmark Preservation Board
- ☑ Housing Authority
- ☑ Human Resources Board
- ☐ Leisure Services Advisory Board
- ☑ Firefighters' Pension Trust Fund*
- ☑ Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☑ Quality of Life Advisory Board
- ☑ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:*

Heather

Last Name:*

Linek

Email Address:*

Gazelli40@icloud.com

Home Address:*

25 Cumberland ave

City:*

Ormond beach

State:*

Florida

Zip:*

32174

Personal Phone:*

3865270630

Employer:

Present Occupation:

Work Phone:

Work Address:

City:

State:

Zip:

How long have you been a resident of Ormond Beach:*

44 years

How long have you lived in Volusia County:*

44 years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School:

Sea breeze high school

Date Graduated:

1999

College:

Date Graduated:

Degree:

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Automotive, Oil

Company/Employer and type of business or area of experience:*

Dr Peter linek dds

Company/Employer and type of business or area of experience:*

N

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

All of the above , want to be involved and give back to my community

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I have a deep love for Ormond , I would hope the would feel the same

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

Not that I know of , but I'm sure someone will find one

REFERENCES:

Please list three business or personal references:

First Name:

Chad

Last Name:

Durrance

Occupation:

D&W paving

Personal Phone:

Work Phone:

Address:

First Name:

Lonnie

Last Name:

Ritenour

Occupation:

Retired

Personal Phone:

Work Phone:

Address:

First Name:

Derek

Last Name:

West

Occupation:

Personal Phone:

Work Phone:

Address:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Applications (2)

John Long III

Municipal Firefighters' Pension Trust Fund
followed by
Planning Board

Advisory Board Interest Application

John Long III

Interested In Serving On:

- Municipal Firefighters' Pension Trust Fund

Print

Advisory Board Interest Application - Submission #5884

Date Submitted: 12/29/2025

Please select the advisory board(s) for which you wish to be considered:*

- [ ] Aviation Advisory Board
- [ ] Board of Adjustments and Appeals*
- [ ] Budget Advisory Board
- [ ] Brownfield Advisory Board
- [ ] Citizens' Law Enforcement Advisory Board
- [ ] General Employees' Pension Fund*
- [ ] Historic Landmark Preservation Board
- [ ] Housing Authority
- [ ] Human Resources Board
- [ ] Leisure Services Advisory Board
- [x] Firefighters' Pension Trust Fund*
- [ ] Police Officers' Pension Trust Fund*
- [ ] Neighborhood Improvement Advisory Board
- [ ] Planning Board*
- [ ] Quality of Life Advisory Board
- [ ] Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:*

John

Last Name:*

Long III

Email Address:*

jlong@foundationrp.com

Home Address:*

470 N Halifax

City:*

Ormond Beach

State:*

FL

Zip:*

32176

Personal Phone:*

3863662428

Employer:

Foundation Risk Partners

Present Occupation:

Insurance Producer

Work Phone:

3863662428

Work Address:

780 W Granada Blvd

City:

Ormond Beach

State:

FL

Zip:

32176

How long have you been a resident of Ormond Beach:*

26 Years

How long have you lived in Volusia County:*

26 Years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [x] Yes
- [ ] No

If yes, which board(s)?

Quality of Life advisory

EDUCATION:

High School:

Father Lopez Catholic High School / Montverde Academy

Date Graduated:

2017

College:

University of Florida

Date Graduated:

2021

Degree:

Bachelor's in advertising

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

I have worked for Foundation Risk Partners for five years. Throughout those five years, I have become an expert in risk management and many other aspects in the financial service industry.

Company/Employer and type of business or area of experience:*

See above

Company/Employer and type of business or area of experience:*

See above

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Ormond Mainstreet - Board Member
Daytona Beach Quarterback Club- Board Member

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

First responders are the linchpin to quality of life in our community. It would be my honor to serve on the Fire Pension Fund Board to ensure that the risk management of the securities within the fund is being considered when administering the pension fund.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

N/A

REFERENCES:

Please list three business or personal references:

First Name:

Travis

Last Name:

Sargent

Occupation:

City Commissioner - Ormond Beach

Personal Phone:

386-481-0567

Work Phone:

386-481-0567

Address:

First Name:

Lewis

Last Name:

Heaster

Occupation:

Real Estate Developer

Personal Phone:

386-566-6451

Work Phone:

386-566-6451

Address:

First Name:

Bill

Last Name:

Navara

Occupation:

Realty Pros- Owner

Personal Phone:

386-334-9991

Work Phone:

386-334-9991

Address:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

John Long III

Interested In Serving On:

- Planning Board

Print

Advisory Board Interest Application - Submission #5908

Date Submitted: 1/7/2026

Please select the advisory board(s) for which you wish to be considered:*

- [ ] Aviation Advisory Board
- [ ] Board of Adjustments and Appeals*
- [ ] Budget Advisory Board
- [ ] Brownfield Advisory Board
- [ ] Citizens' Law Enforcement Advisory Board
- [ ] General Employees' Pension Fund*
- [ ] Historic Landmark Preservation Board
- [ ] Housing Authority
- [ ] Human Resources Board
- [ ] Leisure Services Advisory Board
- [ ] Firefighters' Pension Trust Fund*
- [ ] Police Officers' Pension Trust Fund*
- [ ] Neighborhood Improvement Advisory Board
- [x] Planning Board*
- [ ] Quality of Life Advisory Board
- [ ] Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:* John

Last Name:* Long III

Email Address:* jlong@foundationrp.com

Home Address:* 470 N Halifax

City:* Ormond Beach

State:* FL

Zip:* 32176

Personal Phone:* 3863662428

Employer: Foundation Risk Partners

Present Occupation: Insurance Producer

Work Phone: 3863662428

Work Address: 780 W Granada Blvd

City: Ormond Beach

State: FL

Zip: 32176

How long have you been a resident of Ormond Beach:* 26 Years

How long have you lived in Volusia County:* 26 Years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [x] Yes
- [ ] No

If yes, which board(s)? Quality of Life advisory

EDUCATION:

High School:	Date Graduated:
Father Lopez Catholic High School / Montverde Academy	2017

College:	Date Graduated:
University of Florida	2021

Degree:

Bachelor's in advertising

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

My area of expertise is in risk evaluation and management in both the private and public sectors.

Company/Employer and type of business or area of experience:*

Completed above

Company/Employer and type of business or area of experience:*

Completed above

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Ormond Mainstreet- Board Member (2024-Present)
Daytona Beach Quarterback Club - Board Member (2023-Present)
Ormond Beach Quality of Life Advisory Board- Board Member (2023-2024)

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

It would be an honor to serve on the Ormond Beach Planning Board due to its vast importance for ensuring the quality of life in Ormond Beach. I have lived in Ormond Beach all of my life. Over the years the city has evolved and provided new elements for its residents while maintaining the charm and culture we all know and love. I would be honored to be a small part in ensuring that our local charm is maintained in years to come.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

N/A

REFERENCES:

Please list three business or personal references:

First Name:

Kevin

Last Name:

Bowler

Occupation:

Daytona Beverages

Personal Phone:

386-527-5623

Work Phone:

386-527-5623

Address:

517 N Beach St Ormond Beach FL 32174

First Name:

Kevin

Last Name:

Wakefield

Occupation:

Kona Tiki, Ormond Garage, The Grind- Owner

Personal Phone:

386-295-9555

Work Phone:

386-295-9555

Address:

49 W Granada Blvd Ormond Beach FL 32174

First Name:

Becky

Last Name:

Parker

Occupation:

Ormond Mainstreet- President

Personal Phone:

386-527-5623

Work Phone:

386-527-5623

Address:

44 W Granada Blvd Ormond Beach FL 32174

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

William Medlin

Interested In Serving On:

- Municipal Firefighters' Pension Trust Fund

Print

Advisory Board Interest Application - Submission #5903

Date Submitted: 1/6/2026

Please select the advisory board(s) for which you wish to be considered:*

- ☐ Aviation Advisory Board
- ☐ Board of Adjustments and Appeals*
- ☐ Budget Advisory Board
- ☐ Brownfield Advisory Board
- ☐ Citizens' Law Enforcement Advisory Board
- ☐ General Employees' Pension Fund*
- ☐ Historic Landmark Preservation Board
- ☐ Housing Authority
- ☐ Human Resources Board
- ☐ Leisure Services Advisory Board
- ☑ Firefighters' Pension Trust Fund*
- ☐ Police Officers' Pension Trust Fund*
- ☐ Neighborhood Improvement Advisory Board
- ☐ Planning Board*
- ☐ Quality of Life Advisory Board
- ☐ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:* William

Last Name:* Medlin

Email Address:* Bmed52@gmail.com

Home Address:* 9 Winding Creek Way

City:* Ormond Bch

State:* FL

Zip:* 32174

Personal Phone:* 9543835484

Employer: -

Present Occupation: Retired

Work Phone:

Work Address:

City:

State:

Zip:

How long have you been a resident of Ormond Beach:* 10 years

How long have you lived in Volusia County:* 10 years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School: **Date Graduated:**

RoanokevRapids High School	1974

College: **Date Graduated:**

Broward Community College	1999

Degree:

AA in Fire Science

Other Training:

Fire and Paramedic skills

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Bay Medical Center
EMT/Paramedic

Company/Employer and type of business or area of experience:*

Broward County EMS
Paramedic

Company/Employer and type of business or area of experience:*

Ft Lauderdale Fire-Rescue
Firefighter/Paramedic

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

None

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

Working together to assure the pension is high yielding and performing for its members.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [ ] Afternoons
- [ ] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

No

REFERENCES:

Please list three business or personal references:

First Name:

Greg

Last Name:

Gurdak

Occupation:

Retired/. Pension board member

Personal Phone:

9546468039

Work Phone:

Address:

Ormond Beach, Fl

First Name:

Cindy

Last Name:

Bracket

Occupation:

Retired

Personal Phone:

3197503280

Work Phone:

Address:

Daytona Beach, Fl

First Name:

Howard

Last Name:

Bailey

Occupation:

Fire Chief

Personal Phone:

3864499349

Work Phone:

Address:

Palm Coast, Fl

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

James Powers

Interested In Serving On:

- Aviation Advisory Board
- Board of Adjustments and Appeals
- Brownfield Advisory Board
- Budget Advisory Board
- Citizens' Law Enforcement Advisory Board
- Community Development Block Grant Advisory Board
- General Employees' Pension Fund
- Historic Landmark Preservation Board
- Housing Authority
- Human Resources Board
- Municipal Firefighters' Pension Trust Fund
- Municipal Police Officers' Pension Trust Fund
- Planning Board
- Quality of Life Advisory Board
- Intergovernmental Appointments

Print

Advisory Board Interest Application - Submission #5283

Date Submitted: 11/22/2024

Please select the advisory board(s) for which you wish to be considered:*

- [x] Aviation Advisory Board
- [x] Board of Adjustments and Appeals*
- [x] Budget Advisory Board
- [x] Brownfield Advisory Board
- [x] Citizens' Law Enforcement Advisory Board
- [x] General Employees' Pension Fund*
- [x] Historic Landmark Preservation Board
- [x] Housing Authority
- [x] Human Resources Board
- [ ] Leisure Services Advisory Board
- [x] Firefighters' Pension Trust Fund*
- [x] Police Officers' Pension Trust Fund*
- [x] Neighborhood Improvement Advisory Board
- [x] Planning Board*
- [x] Quality of Life Advisory Board
- [x] Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.

****To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.***

PERSONAL:

First Name:* James

Last Name:* Powers

Email Address:* flpoolbuilders@gmail.com

Home Address:* 131 Lindenwood Circle East

City:* Ormond Beach

State:* FL

Zip:* 32174

Personal Phone:* 3864814883

Work Address: 131 Lindenwood Circle East

City: Ormond Beach

State: FL

Zip: 32174

Work Phone: 3864814883

Present Occupation: Self employed

How long have you been a resident of Ormond Beach:* 33 yrs

How long have you lived in Volusia County:* 33 yrs

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School: **Date Graduated:**

College: **Date Graduated:**

Degree:

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Business owner

Company/Employer and type of business or area of experience:*

Business owner

Company/Employer and type of business or area of experience:*

Business owner

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

I'm very private about my involvement in the community.

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

We need more people that are going to figure out how to work for the citizens and first responders. Before big government. I'm that person.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

No

REFERENCES:

Please list three business or personal references:

First Name:

Last Name:

Occupation:

Personal Phone:

Work Phone:

Address:

First Name:

Last Name:

Occupation:

Personal Phone:

Work Phone:

Address:

First Name:

James

Last Name:

Powers

Occupation:

Personal Phone:

Work Phone:

Address:

131 Lindenwood Circle East

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Kenneth Smith

Currently Serving On:

- Board of Adjustment and Appeals
- Brownfield Advisory Board
- Human Resources Board

Interested In Serving On:

- Aviation Advisory Board
- Budget Advisory Board
- Citizens' Law Enforcement Advisory Board
- General Employees' Pension Fund
- Historic Landmark Preservation Board
- Housing Authority
- Parks and Recreation Advisory Board
- Municipal Firefighters' Pension Trust Fund
- Municipal Police Officers' Pension Trust Fund
- Community Development Block Grant Advisory Board
- Quality of Life Advisory Board
- Intergovernmental Appointments

Print

Advisory Board Interest Application - Submission #5278

Date Submitted: 11/21/2024

Please select the advisory board(s) for which you wish to be considered:*

- ☑ Aviation Advisory Board
- ☑ Board of Adjustments and Appeals*
- ☑ Budget Advisory Board
- ☑ Brownfield Advisory Board
- ☑ Citizens' Law Enforcement Advisory Board
- ☑ General Employees' Pension Fund*
- ☑ Historic Landmark Preservation Board
- ☑ Housing Authority
- ☑ Human Resources Board
- ☑ Leisure Services Advisory Board
- ☑ Firefighters' Pension Trust Fund*
- ☑ Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☑ Quality of Life Advisory Board
- ☑ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.

****To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.***

PERSONAL:

First Name:* Kenneth

Last Name:* Smith

Email Address:* Jraaca@yahoo.com

Home Address:* 109 S Washington St

City:* Ormond Beach

State:* FL

Zip:* 32174

Personal Phone:*

3865662537

Work Address:

173 S Yonge St

City: Ormond Beach

State: FL

Zip: 32174

Work Phone:

3866732916

Present Occupation:

Self Employed

How long have you been a resident of Ormond Beach:*

43

How long have you lived in Volusia County:*

43

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [x] Yes
- [ ] No

If yes, which board(s)?

Citizens' Law Enforcement Advisory Board

EDUCATION:

High School:	**Date Graduated:**
Seabreeze	1999

College:	**Date Graduated:**
na	

Degree:

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Wall-Y-World

Company/Employer and type of business or area of experience:*

Art Gallery

Company/Employer and type of business or area of experience:*

Small Business

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Sons of the Beach President, Republican Conservative Ormond Beach Assembly Vice President

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I wish to serve Ormond Beach

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

My Wife works for the Volusia County Sheriff

REFERENCES:

Please list three business or personal references:

First Name: Jesse

Last Name: Godfrey

Occupation: Police Chief

Personal Phone:

Work Phone: 3866763500

Address:

First Name: Mark

Last Name: Lampron

Occupation: Business owner

Personal Phone:

3865662590

Work Phone:

3866730438

Address:

185 S Yonge St
Ormond Beach FL 32174

First Name:

Jeff

Last Name:

Brower

Occupation:

County Chairman

Personal Phone:

3865610673

Work Phone:

Address:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	February 3, 2026	**Item No**	9.B.
Section	RESOLUTIONS	**Category**	Resolution
Subject	Planning Board Appointment		
Recommended Action	The Mayor request approval of the appointment of Amber Bobak to the Planning Board.		
Strategic Goal	Governance - Other		
Department Staff Contact	Support Services Susan Dauderis, City Clerk		

Summary

The purpose of this item is for the City Commission to approve the replacement of Mike Scudiero on the Planning Board, given his resignation effective December 24, 2025. This position is appointed by the Mayor.

Mayor Jason Leslie has nominated Amber Bobak to replace Mr. Scudiero on the board. This is for the remainder of the current 2-year term, set to expire the day prior to the first regularly scheduled City Commission meeting in January 2027.

The following individuals have expressed interest in serving on this Board.

- Jessica Adjemian
- Amber Bobak
- Jacobus Boersma
- Jennifer Bright
- Robert Gonynor
- Jennifer Haines
- Erum Kistemaker
- Norman Lane
- Heather Linek
- John Long III
- Linda Marnik
- Michael Melnick

- James Powers
- Tom Reardon
- Kenneth Smith
- Abbie Teague

The Planning Board is a seven-member body that meets monthly as needed to conduct public hearings and review development-related applications. It evaluates Comprehensive Plan amendments, rezonings, special exceptions, proposed developments, subdivision plats, and Land Development Code (LDC) text changes, and makes recommendations to the City Commission. In its reviews, the Board considers impacts on the environment and natural resources, neighborhoods and adjacent properties, public facilities, traffic, land use, and aesthetic quality.

Financial Impact

None

Citizen Impact

City advisory boards are a critical component of municipal government. The City benefits by bringing a variety of perspectives together to provide recommendations on various subjects, ensuring increased transparency, and facilitating community engagement. It is beneficial for the City's advisory boards to be fully appointed.

Attachments

1. 26-16 Planning Bd appt
2. Adjemian, Jessica
3. Bobak, Amber
4. Boersma, Jacob
5. Bright, Jennifer
6. Gonynor, Robert
7. Haines, Jennifer
8. Kistemaker, Erum
9. Lane, Norman
10. Linek, Heather
11. Long III, John
12. Marnik, Linda
13. Melnick, Michael
14. Powers, James
15. Reardon, Tom
16. Smith Kenneth
17. Teague, Abbie

RESOLUTION 2026-16

A RESOLUTION APPOINTING A MEMBER TO THE PLANNING BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Amber Bobak is hereby appointed to serve as a member of the Planning Board, as the appointee of the Mayor. The aforenamed appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances* and Chapter 1, Art. II, Section 1.15 of the *Land Development Code.*

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

APPROVED AND AUTHENTICATED this 3rd day of February, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Advisory Board Interest Application

Jessica Adjemian

Currently Serving On:

- Board of Adjustment and Appeals
- Community Development Block Grant Advisory Board

Interested In Serving On:

- Budget Advisory Board
- Citizens' Law Enforcement Advisory Board
- Planning Board

Print

Advisory Board Interest Application - Submission #5246

Date Submitted: 11/9/2024

Please select the advisory board(s) for which you wish to be considered:*

- ☐ Aviation Advisory Board
- ☑ Board of Adjustments and Appeals*
- ☑ Budget Advisory Board
- ☐ Brownfield Advisory Board
- ☑ Citizens' Law Enforcement Advisory Board
- ☐ General Employees' Pension Fund*
- ☐ Historic Landmark Preservation Board
- ☐ Housing Authority
- ☐ Human Resources Board
- ☐ Leisure Services Advisory Board
- ☐ Firefighters' Pension Trust Fund*
- ☐ Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☐ Quality of Life Advisory Board
- ☐ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.

****To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.***

PERSONAL:

First Name:* Jessica

Last Name:* Adjemian

Email Address:* Jezee612@aol.com

Home Address:* 420 Lakebridge Plaza Dr, Apt 708

City:* Ormond Beach

State:* Fl

Zip:* 32174

Personal Phone:* 386-366-0418

Work Address: 300 N Beach St

City: Daytona Beach

State: FL

Zip: 32114

Work Phone: 386-333-6060

Present Occupation: Claims Analyst

How long have you been a resident of Ormond Beach:* 20 Years

How long have you lived in Volusia County:* 30 Years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School:	**Date Graduated:**
Seabreeze High School	5/2012

College:	**Date Graduated:**
Daytona State College	5/2014

Degree:

AA

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Been employed with Brown and Brown Insurance for 8 years.

Company/Employer and type of business or area of experience:*

N/A

Company/Employer and type of business or area of experience:*

N/A

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

N/A

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I would love to get more involved in the community and willing to help where is needed.

AVAILABILITY:

When would you be available for meetings:*

- [ ] Mornings
- [ ] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

No

REFERENCES:

Please list three business or personal references:

First Name: Ara

Last Name: Dresner

Occupation: Operations Manager

Personal Phone: +1 (386) 264-8169

Work Phone:

Address:

First Name: Darlynn

Last Name: Tacinelli

Occupation:

Personal Phone:

+1 (386) 299-8973

Work Phone:

Address:

First Name:

Renee

Last Name:

Robinson

Occupation:

Personal Phone:

(407) 580-6684

Work Phone:

Address:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Amber Bobak

Currently Serving On:

- Board of Adjustment and Appeals

Interested In Serving On:

- Community Development Block Grant Advisory Board
- Planning Board

Print

Advisory Board Interest Application - Submission #5505

Date Submitted: 5/19/2025

Please select the advisory board(s) for which you wish to be considered:*

- [ ] Aviation Advisory Board
- [x] Board of Adjustments and Appeals*
- [ ] Budget Advisory Board
- [ ] Brownfield Advisory Board
- [ ] Citizens' Law Enforcement Advisory Board
- [ ] General Employees' Pension Fund*
- [ ] Historic Landmark Preservation Board
- [ ] Housing Authority
- [ ] Human Resources Board
- [ ] Leisure Services Advisory Board
- [ ] Firefighters' Pension Trust Fund*
- [ ] Police Officers' Pension Trust Fund*
- [x] Neighborhood Improvement Advisory Board
- [x] Planning Board*
- [ ] Quality of Life Advisory Board
- [ ] Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:* Amber

Last Name:* Bobak

Email Address:* ambert_thomas@icloud.com

Home Address:* 397 Collins Street

City:* Ormond Beach

State:* Florida

Zip:* 32174

Personal Phone:* 3864514576

Employer: Cains Electric

Present Occupation: Office Mgr.

Work Phone: 386-333-9781

Work Address: 70 N. Perrott Dr.

City: Ormond Beach

State: FL

Zip: 32174

How long have you been a resident of Ormond Beach:* 23 years

How long have you lived in Volusia County:* 23 Years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School:	Date Graduated:
Seabreeze	2005

College:	Date Graduated:

Degree:

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

For the last 8 years I have worked in the construction industry for Cains electric.

Company/Employer and type of business or area of experience:*

I have lived in this area for more than 20 year

Company/Employer and type of business or area of experience:*

property owner in Ormond for the last 6 years.

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Team RWB- local weekly events as well as, family activity leader where I coordinated family friendly cost effective events for our active/veteran community 2012-2019

Grace Lutheran Church - Ran the pumpkin patch for 5 years- 2014-2019

Seabreeze Soccer- I ran the concession stand for 4 years, and over saw the teams finances my sons Senior year-2019-2023

Not sure on date specifics but I have also volunteered with the YMCA for running events, between years of 2015-2019

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I care deeply about the future of this community and would like to ensure that growth and development align with values and needs of Ormond Beach.
I would like to be actively involved in local planning issues and preserving our neighborhoods charter and quality of life.

AVAILABILITY:

When would you be available for meetings:*

- [ ] Mornings
- [ ] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

Can be flexible as long as notice is given.

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

no

REFERENCES:

Please list three business or personal references:

First Name:

Shaun

Last Name:

Haffner

Occupation:

Owner/president Cains Electric

Personal Phone:

386-562-7837

Work Phone:

Address:

617 Champion Ridge Dr. Daytona Beach

First Name:

Tabitha

Last Name:

Peterson

Occupation:

Boston Whaler- digital media

Personal Phone:

423-503-4939

Work Phone:

Address:

1139 Herbert Street Port Orange, FL 32129

First Name:

Lani

Last Name:

Faulkner

Occupation:

Team RWB

Personal Phone:

904-334-7053

Work Phone:

Address:

15 Parkview Land, OB FL 32174

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Jacobus Boersma

Interested In Serving On:

- Budget Advisory Board
- Community Development Block Grant Advisory Board
- Housing Authority
- Planning Board
- Intergovernmental Appointements

Print

Advisory Board Interest Application - Submission #4925

Date Submitted: 9/9/2024

Please select the advisory board(s) for which you wish to be considered:*

- ☐ Aviation Advisory Board
- ☐ Board of Adjustments and Appeals*
- ☑ Budget Advisory Board
- ☐ Brownfield Advisory Board
- ☐ Citizens' Law Enforcement Advisory Board
- ☐ General Employees' Pension Fund*
- ☐ Historic Landmark Preservation Board
- ☑ Housing Authority
- ☐ Human Resources Board
- ☐ Leisure Services Advisory Board
- ☐ Firefighters' Pension Trust Fund*
- ☐ Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☐ Quality of Life Advisory Board
- ☑ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.

****To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.***

PERSONAL:

First Name:* Jacobus

Last Name:* Boersma

Email Address:* jacobusboersma@protonmail.com

Home Address:* 194 N Beach St

City:* Ormond Beach

State:* FL

Zip:* 32174

Personal Phone:*

6892399972

Work Address:

194 N Beach St

City: Ormond Beach

State: FL

Zip: 32174

Work Phone:

Present Occupation:

Marketing Executive

How long have you been a resident of Ormond Beach:*

2.5 years

How long have you lived in Volusia County:*

2.5 years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School: **Date Graduated:**

Valley Christian, San Jose, CA	1997

College: **Date Graduated:**

San Jose State University, CA	2003

Degree:

B.S. Business Administration & Marketing

Other Training:

I have served on advisory boards for a number of private companies and have been a business executive with budget responsibilities for 10+ years.

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Advisory Board Member: Borderless (2023 - Present)
https://www.linkedin.com/in/jacobus/

Company/Employer and type of business or area of experience:*

Advisory Board Member: Augie (2021 - 2022)
https://www.linkedin.com/in/jacobus/

Company/Employer and type of business or area of experience:*

Advisory Board Member: Adtango (2014 - 2016)
https://www.linkedin.com/in/jacobus/

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

n/a

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

As a relatively young (45) citizen of Volusia County and Ormond Beach, I have a strong, vested interest in the future of this city. I believe active participation in local government is one of the most effective ways to ensure we move forward in the best way possible. I am confident my intelligence, skills, and experience will help me to serve the broader community extremely well.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [ ] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

none

REFERENCES:

Please list three business or personal references:

First Name:

Rebecca

Last Name:

Boersma

Occupation:

Executive Recruiting

Personal Phone:

3864053322

Work Phone:

Address:

194 N Beach St, Ormond Beach

First Name:

Richard

Last Name:

Reed

Occupation:

Real Estate Developer

Personal Phone:

7204452758

Work Phone:

Address:

312 Red Deer Road, Franktown, CO 80116

First Name:

Willson

Last Name:

Cross

Occupation:

CEO

Personal Phone:

+1 (604) 889-7532

Work Phone:

Address:

1 University Avenue Toronto, Ontario M5J 2P1

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Jennifer Bright

Interested In Serving On:

- Aviation Advisory Board
- Board of Adjustment and Appeals
- Budget Advisory Board
- Brownfield Advisory Board
- Citizens' Law Enforcement Advisory Board
- Community Development Block Grant Advisory Board
- General Employees' Pension Fund
- Historic Landmark Preservation Board
- Housing Authority
- Human Resources Board
- Firefighters' Pension Trust Fund
- Police Officers' Pension Trust Fund
- Parks and Recreation Advisory Board
- Planning Board
- Quality of Life Advisory Board
- Intergovernmental Appointements

Print

Advisory Board Interest Application - Submission #4963

Date Submitted: 9/22/2024

Please select the advisory board(s) for which you wish to be considered:*

- ☑ Aviation Advisory Board
- ☑ Board of Adjustments and Appeals*
- ☑ Budget Advisory Board
- ☑ Brownfield Advisory Board
- ☑ Citizens' Law Enforcement Advisory Board
- ☑ General Employees' Pension Fund*
- ☑ Historic Landmark Preservation Board
- ☑ Housing Authority
- ☑ Human Resources Board
- ☑ Leisure Services Advisory Board
- ☑ Firefighters' Pension Trust Fund*
- ☑ Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☑ Quality of Life Advisory Board
- ☑ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.

****To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.***

PERSONAL:

First Name:* Jennifer

Last Name:* Bright

Email Address:* jb2341@duck.com

Home Address:* 221 Arlington Way

City:* Ormond Beach

State:* fl

Zip:* 32176

Personal Phone:* 9255190731

Work Address:

City:

State:

Zip:

Work Phone:

Present Occupation:

How long have you been a resident of Ormond Beach:* 3

How long have you lived in Volusia County:* 3

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School: **Date Graduated:**

Moreau	1980

College: **Date Graduated:**

Heald	1995

Degree:

Associated of Applied Science, Accounting

Other Training:

University of Pheonix - Information Technology Program

EXPERIENCE:

Company/Employer and type of business or area of experience:*

AT&T
Telcom
Financial and Data Analyst

Company/Employer and type of business or area of experience:*

Wells Fargo/Ettain
Banking
Business Analyst

Company/Employer and type of business or area of experience:*

Mission Foods
Manufacturing
Financial Analyst
Marketing and Sales

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

RCOBA 2022 -present

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I have a willingness to serve as a member, that is why I am Appling for the appointments. I would like to take an active part in shaping the direction Ormond Beach is heading.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

n/a

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

No

REFERENCES:

Please list three business or personal references:

First Name:

Brian

Last Name:

Valentine

Occupation:

Principal Data Analysis

Personal Phone:

916-833-0310

Work Phone:

Address:

Meridian, Idaho

First Name:

Dave

Last Name:

Downey

Occupation:

Retired

Personal Phone:

214-864-3635

Work Phone:

Address:

Glasgo, Connecticut

First Name:

Kaaren

Last Name:

Hagen

Occupation:

Analysis

Personal Phone:

414-379-5798

Work Phone:

Address:

Rockwall, Texas

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Robert Gonynor

Interested In Serving On:

- Board of Adjustments and Appeals
- Budget Advisory Board
- Community Development Block Grant Advisory Board
- Historic Landmark Preservation Board
- Parks and Recreation Advisory Board
- Planning Board

Print

Advisory Board Interest Application - Submission #5923

Date Submitted: 1/13/2026

Please select the advisory board(s) for which you wish to be considered:*

- [ ] Aviation Advisory Board
- [x] Board of Adjustments and Appeals*
- [x] Budget Advisory Board
- [ ] Brownfield Advisory Board
- [ ] Citizens' Law Enforcement Advisory Board
- [ ] General Employees' Pension Fund*
- [x] Historic Landmark Preservation Board
- [ ] Housing Authority
- [ ] Human Resources Board
- [ ] Firefighters' Pension Trust Fund*
- [ ] Police Officers' Pension Trust Fund*
- [x] Neighborhood Improvement Advisory Board
- [x] Parks and Recreation Advisory Board
- [x] Planning Board*
- [ ] Quality of Life Advisory Board
- [ ] Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:* robert

Last Name:* gonynor

Email Address:* bobgonynorii@gmail.com

Home Address:* 243 Cypress Trail Dr

City:* Ormond Beach

State:* Florida

Zip:* 32174

Personal Phone:* 8504646471

Employer: retired

Present Occupation: retired

Work Phone: 8504646471

Work Address: 243 Cypress Trail Dr

City: Ormond Beach

State: Florida

Zip: 32174

How long have you been a resident of Ormond Beach:* 5 years

How long have you lived in Volusia County:* Florida

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [x] Yes
- [ ] No

If yes, which board(s)? Madison County, fl. Development Board, Ashburnham, Ma. President Parks and Rec

EDUCATION:

High School:	Date Graduated:
Lunenburg High, Mass	1978

College:	Date Graduated:
Rochester tech College	1982

Degree:

no degree, certificate graphic arts supervisory program

Other Training:

accounting

EXPERIENCE:

Company/Employer and type of business or area of experience:*

senior excutive at Taylor Corp a Minn company for 32 years. A $2.5B company printing graphics commication company with 8,000 employees. Minn NBA Timberwolves and Lynx are part of the Taylor portfolio

Company/Employer and type of business or area of experience:*

Jill Craft GM, $10m printing company

Company/Employer and type of business or area of experience:*

Regal Press, Normwood Mass. GM of a $11m publishing company

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Past Vice President of Cypress Trails HOA, Ormond Beach. Volunteer for Ormond Main street, RiverFest etc. Current on board of directors FGA. Florida Graphic Alliance. former President Parks and Rec Ashburnham, mass.
Board of Directors Madison County, Fl Development Commission.

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I would love to be involved to help make Ormond Beach the best it can be.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [ ] Weekends

Notes regarding availability:

with notice I would have no issues

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

none

REFERENCES:

Please list three business or personal references:

First Name:

Donna

Last Name:

Gonynor

Occupation:

retired

Personal Phone:

850 253 5688

Work Phone:

850 253 5688

Address:

243 Cypress Trail Dr

First Name:

Jason

Last Name:

Frederick

Occupation:

Financail Advisor

Personal Phone:

386 677 9024

Work Phone:

386 677 9024

Address:

1385 W Granada Blvd, Ormond Beach, Fl 32174

First Name:

Thomas

Last Name:

Caffrery

Occupation:

Realtor and Business owner

Personal Phone:

386 677 7653

Work Phone:

386 677 7653

Address:

900 W Granada Blvd, Ormond Beach, Fl 32174

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk office at 386-610-0400.

Advisory Board Interest Application

Jennifer Haines

Currently Serving On:

- Citizens' Law Enforcement Advisory Board
- Community Development Block Grant Advisory Board

Interested In Serving On:

- Parks and Recreation Advisory Board
- Planning Board

Print

Advisory Board Interest Application - Submission #5276

Date Submitted: 11/21/2024

Please select the advisory board(s) for which you wish to be considered:*

- ☐ Aviation Advisory Board
- ☐ Board of Adjustments and Appeals*
- ☐ Budget Advisory Board
- ☐ Brownfield Advisory Board
- ☑ Citizens' Law Enforcement Advisory Board
- ☐ General Employees' Pension Fund*
- ☐ Historic Landmark Preservation Board
- ☐ Housing Authority
- ☐ Human Resources Board
- ☑ Leisure Services Advisory Board
- ☐ Firefighters' Pension Trust Fund*
- ☐ Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☐ Quality of Life Advisory Board
- ☐ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.

****To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.***

PERSONAL:

First Name:* Jennifer

Last Name:* Haines

Email Address:* Jaredjen19@gmail.com

Home Address:* 8 Broadriver Rd

City:* Ormond Beach

State:* FL

Zip:* 32174

Personal Phone:*

3608781443

Work Address:

900 W Granada Blvd Suite 3

City: Ormond Beach

State: FL

Zip: 32174

Work Phone:

3608781443

Present Occupation:

Real Estate

How long have you been a resident of Ormond Beach:*

15 years

How long have you lived in Volusia County:*

15 years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School:	**Date Graduated:**
AG West Black Hills High	06/2004

College:	**Date Graduated:**
University of Washington-Tacoma	06/2008

Degree:

Business

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Real estate- Realty Pros Assured.

Company/Employer and type of business or area of experience:*

Broadwater HOA President, board member and ACC committee member- past and current.

Company/Employer and type of business or area of experience:*

Coach/assistant to several baseball, t ball and soccer teams in Ormond.

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Salty church, multiple real estate boards, recreational sports coaching, Broadwater Homeowners association.

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I am interested in helping to better our communities neighborhoods, youth and adult recreational sports and community planning, while keeping Ormond a beautiful, exciting and safe place to reside. I would love the opportunity to serve on one of these boards.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [ ] Afternoons
- [x] Evenings
- [ ] Weekends

Notes regarding availability:

8-1pm daily are my most available hours.
Occasional evenings can work as well.

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

No

REFERENCES:

Please list three business or personal references:

First Name: Lori

Last Name: Tolland

Occupation: City Commissioner

Personal Phone: (386) 290-3038

Work Phone:

Address: 5 Broadwater Dr. Ormond Beach

First Name: Bill

Last Name: Navarra

Occupation: Real Estate Broker/ Owner of Realty Pros

Personal Phone:

(386) 334-9991

Work Phone:

Address:

900 W Granada Blvd.

First Name:

Jason

Last Name:

Collins

Occupation:

Collins Construction

Personal Phone:

(386) 547-5078

Work Phone:

Address:

1 Broadriver Rd

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Erum Kistemaker

Currently Serving On:

- Historic Landmark Preservation Board

Interested In Serving On:

- Community Development Block Grant Advisory Board
- Planning Board

Print

Advisory Board Interest Application - Submission #5268

Date Submitted: 11/19/2024

Please select the advisory board(s) for which you wish to be considered:*

- ☐ Aviation Advisory Board
- ☐ Board of Adjustments and Appeals*
- ☐ Budget Advisory Board
- ☐ Brownfield Advisory Board
- ☐ Citizens' Law Enforcement Advisory Board
- ☐ General Employees' Pension Fund*
- ☑ Historic Landmark Preservation Board
- ☐ Housing Authority
- ☐ Human Resources Board
- ☐ Leisure Services Advisory Board
- ☐ Firefighters' Pension Trust Fund*
- ☐ Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☐ Quality of Life Advisory Board
- ☐ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:*
Erum

Last Name:*
Kistemaker

Email Address:*
Ekistemaker@e-kbusinesslaw.com

Home Address:*
6 pine hollow way

City:*
Ormond beach

State:*
Fl

Zip:*
32174

Personal Phone:*
3865661899

Work Address:

120 east granada blvd

City:

Ormond beach

State:

Fl

Zip:

32176

Work Phone:

3863107997

Present Occupation:

Lawyer

How long have you been a resident of Ormond Beach:*

38 years

How long have you lived in Volusia County:*

38 years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School:

Seabreeze Highschool

Date Graduated:

1993

College:

University of Florida

Date Graduated:

1997

Degree:

BA

Other Training:

I have my JD from University of Miami school of Law and I am
Licensed to practice law in Florida, NY, and England and Wales

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Kistemaker Business Law Group (I am owner and Managing lawyer) Law Firm

Company/Employer and type of business or area of experience:*

Law Firm

Company/Employer and type of business or area of experience:*

Law firm

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Listed on my bio on website Daytona business lawyers.com

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I look forward to assist my community. I own a office building on Granada Beach side with is a historical building and am extremely keen to become involved.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [ ] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

I can not

REFERENCES:

Please list three business or personal references:

First Name:

Kristin

Last Name:

Deaton

Occupation:

Personal Phone:

Work Phone:

Address:

First Name:

Erick

Last Name:

Palacios

Occupation:

Financial Advisor

Personal Phone:

Work Phone:

Address:

First Name:

Last Name:

Occupation:

Personal Phone:

Work Phone:

Address:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Norman Lane

Interested In Serving On:

- Parks and Recreation Advisory Board
- Planning Board

Print

Advisory Board Interest Application - Submission #5924

Date Submitted: 1/14/2026

Please select the advisory board(s) for which you wish to be considered:*

- [ ] Aviation Advisory Board
- [ ] Board of Adjustments and Appeals*
- [ ] Budget Advisory Board
- [ ] Brownfield Advisory Board
- [ ] Citizens' Law Enforcement Advisory Board
- [ ] Community Development Block Grant Advisory Board
- [ ] General Employees' Pension Fund*
- [ ] Historic Landmark Preservation Board
- [ ] Housing Authority
- [ ] Human Resources Board
- [ ] Municipal Firefighters' Pension Trust Fund*
- [ ] Municipal Police Officers' Pension Trust Fund*
- [x] Parks and Recreation Advisory Board
- [x] Planning Board*
- [ ] Quality of Life Advisory Board
- [ ] Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:* NORMAN

Last Name:* LANE

Email Address:* nlane63@gmail.com

Home Address:* 1314 NORTHSIDE DR

City:* ORMOND BEACH

State:* FL

Zip:* 32174-3959

Personal Phone:* 386-453-0539

Employer: Rotomation Inc

Present Occupation: President/engineer

Work Phone: 3866766377

Work Address: 11Sunshine Blvd

City: Ormond Beach

State: FL

Zip: 32174

How long have you been a resident of Ormond Beach:* 47 years

How long have you lived in Volusia County:* 47 years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [x] Yes
- [ ] No

If yes, which board(s)? Board of Adjustments, Charter Review Committee

EDUCATION:

High School:	Date Graduated:
Seabreeze	1973

College:	Date Graduated:
University of Florida	1978

Degree:

Bachelor of Science in Mechanical Engineering

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Novatek Inc, Burlington MA. Engineering/machine design

Company/Employer and type of business or area of experience:*

Spire Corp, Bedford MA. Engineering: Design and build of solar panel manufacturing equipment, semiconductor manufacturing equipment, etc.

Company/Employer and type of business or area of experience:*

Rotomation Inc, Ormond Beach. President. Engineering and business management. Manufacturing of pneumatic rotary actuators for use in automation.

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Volusia Manufacturers Association (VMA) 1988 - present. Support of STEM programs in schools, mentoring high school robotics teams, etc
Citizens for Ormond Beach (CFOB) 2011 - present, Board of Directors, President. Candidates forums, Zombie houses, speaker series
Citizens Devoted to Ormond (CANDO) 2006 - 2017. Member, president. Ormond height limit
Citizen committee to create Andy Romano Beachfront Park 2009 - 2013
Ormond Beach Soccer Club 1989 - 2005: coach, age group coordinator, vice president
Projects ROMP 1 and 2
Community Partnership for Children 2013? Mentoring child aging out of foster care

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I am very interested in preserving and improving the quality of life in Ormond Beach. This includes the way in which we steer development and preserve the natural environment. I am willing to educate myself and engage in the business of any advisory board to which I have been appointed.

AVAILABILITY:

When would you be available for meetings:*

- [ ] Mornings
- [ ] Afternoons
- [x] Evenings
- [ ] Weekends

Notes regarding availability:

I generally go away on vacation for 5 - 7 weeks at at a time during the spring or summer. I can stay in touch during that time and if possible will attend meetings remotely

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

none

REFERENCES:

Please list three business or personal references:

First Name:

Jessica

Last Name:

Lovatt

Occupation:

VMA president and CEO

Personal Phone:

904-228-1288

Work Phone:

Address:

50 Wildwood Trail, Ormond Beach, FL 32174

First Name:

Suzanne

Last Name:

Steiner

Occupation:

retired

Personal Phone:

386-453-9535

Work Phone:

Address:

16 Tiffany Circle, Ormond Beach, 32174

First Name:

Melissa

Last Name:

Lammers

Occupation:

retired

Personal Phone:

305-812-5272

Work Phone:

3866766377

Address:

10 Wisteria Drive, Ormond Beach FL 32176

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk office at 386-610-0400.

Advisory Board Interest Application

Heather Linek

Interested In Serving On:

- Board of Adjustments and Appeals
- Budget Advisory Board
- Citizens' Law Enforcement Advisory Board
- Community Development Block Grant Advisory Board
- General Employees' Pension Fund
- Historic Landmark Preservation Board
- Housing Authority
- Human Resources Board
- Municipal Firefighters' Pension Trust Fund
- Municipal Police Officers' Pension Trust Fund
- Planning Board
- Quality of Life Advisory Board
- Intergovernmental Appointments

Print

Advisory Board Interest Application - Submission #5872

Date Submitted: 12/23/2025

Please select the advisory board(s) for which you wish to be considered:*

- ☐ Aviation Advisory Board
- ☑ Board of Adjustments and Appeals*
- ☑ Budget Advisory Board
- ☐ Brownfield Advisory Board
- ☑ Citizens' Law Enforcement Advisory Board
- ☑ General Employees' Pension Fund*
- ☑ Historic Landmark Preservation Board
- ☑ Housing Authority
- ☑ Human Resources Board
- ☐ Leisure Services Advisory Board
- ☑ Firefighters' Pension Trust Fund*
- ☑ Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☑ Quality of Life Advisory Board
- ☑ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:*

Heather

Last Name:*

Linek

Email Address:*

Gazelli40@icloud.com

Home Address:*

25 Cumberland ave

City:*

Ormond beach

State:*

Florida

Zip:*

32174

Personal Phone:*

3865270630

Employer:

Present Occupation:

Work Phone:

Work Address:

City:

State:

Zip:

How long have you been a resident of Ormond Beach:*

44 years

How long have you lived in Volusia County:*

44 years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School:

Sea breeze high school

Date Graduated:

1999

College:

Date Graduated:

Degree:

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Automotive, Oil

Company/Employer and type of business or area of experience:*

Dr Peter linek dds

Company/Employer and type of business or area of experience:*

N

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

All of the above , want to be involved and give back to my community

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I have a deep love for Ormond , I would hope the would feel the same

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

Not that I know of , but I'm sure someone will find one

REFERENCES:

Please list three business or personal references:

First Name:

Chad

Last Name:

Durrance

Occupation:

D&W paving

Personal Phone:

Work Phone:

Address:

First Name:

Lonnie

Last Name:

Ritenour

Occupation:

Retired

Personal Phone:

Work Phone:

Address:

First Name:

Derek

Last Name:

West

Occupation:

Personal Phone:

Work Phone:

Address:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Applications (2)

John Long III

Municipal Firefighters' Pension Trust Fund
followed by
Planning Board

Advisory Board Interest Application

John Long III

Interested In Serving On:

- Municipal Firefighters' Pension Trust Fund

Print

Advisory Board Interest Application - Submission #5884

Date Submitted: 12/29/2025

Please select the advisory board(s) for which you wish to be considered:*

- [ ] Aviation Advisory Board
- [ ] Board of Adjustments and Appeals*
- [ ] Budget Advisory Board
- [ ] Brownfield Advisory Board
- [ ] Citizens' Law Enforcement Advisory Board
- [ ] General Employees' Pension Fund*
- [ ] Historic Landmark Preservation Board
- [ ] Housing Authority
- [ ] Human Resources Board
- [ ] Leisure Services Advisory Board
- [x] Firefighters' Pension Trust Fund*
- [ ] Police Officers' Pension Trust Fund*
- [ ] Neighborhood Improvement Advisory Board
- [ ] Planning Board*
- [ ] Quality of Life Advisory Board
- [ ] Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:*

John

Last Name:*

Long III

Email Address:*

jlong@foundationrp.com

Home Address:*

470 N Halifax

City:*

Ormond Beach

State:*

FL

Zip:*

32176

Personal Phone:*

3863662428

Employer:

Foundation Risk Partners

Present Occupation:

Insurance Producer

Work Phone:

3863662428

Work Address:

780 W Granada Blvd

City:

Ormond Beach

State:

FL

Zip:

32176

How long have you been a resident of Ormond Beach:*

26 Years

How long have you lived in Volusia County:*

26 Years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [x] Yes
- [ ] No

If yes, which board(s)?

Quality of Life advisory

EDUCATION:

High School:

Father Lopez Catholic High School / Montverde Academy

Date Graduated:

2017

College:

University of Florida

Date Graduated:

2021

Degree:

Bachelor's in advertising

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

I have worked for Foundation Risk Partners for five years. Throughout those five years, I have become an expert in risk management and many other aspects in the financial service industry.

Company/Employer and type of business or area of experience:*

See above

Company/Employer and type of business or area of experience:*

See above

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Ormond Mainstreet - Board Member
Daytona Beach Quarterback Club- Board Member

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

First responders are the linchpin to quality of life in our community. It would be my honor to serve on the Fire Pension Fund Board to ensure that the risk management of the securities within the fund is being considered when administering the pension fund.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

N/A

REFERENCES:

Please list three business or personal references:

First Name:

Travis

Last Name:

Sargent

Occupation:

City Commissioner - Ormond Beach

Personal Phone:

386-481-0567

Work Phone:

386-481-0567

Address:

First Name:

Lewis

Last Name:

Heaster

Occupation:

Real Estate Developer

Personal Phone:

386-566-6451

Work Phone:

386-566-6451

Address:

First Name:

Bill

Last Name:

Navara

Occupation:

Realty Pros- Owner

Personal Phone:

386-334-9991

Work Phone:

386-334-9991

Address:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

John Long III

Interested In Serving On:

- Planning Board

Print

Advisory Board Interest Application - Submission #5908

Date Submitted: 1/7/2026

Please select the advisory board(s) for which you wish to be considered:*

- [ ] Aviation Advisory Board
- [ ] Board of Adjustments and Appeals*
- [ ] Budget Advisory Board
- [ ] Brownfield Advisory Board
- [ ] Citizens' Law Enforcement Advisory Board
- [ ] General Employees' Pension Fund*
- [ ] Historic Landmark Preservation Board
- [ ] Housing Authority
- [ ] Human Resources Board
- [ ] Leisure Services Advisory Board
- [ ] Firefighters' Pension Trust Fund*
- [ ] Police Officers' Pension Trust Fund*
- [ ] Neighborhood Improvement Advisory Board
- [x] Planning Board*
- [ ] Quality of Life Advisory Board
- [ ] Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:* John

Last Name:* Long III

Email Address:* jlong@foundationrp.com

Home Address:* 470 N Halifax

City:* Ormond Beach

State:* FL

Zip:* 32176

Personal Phone:* 3863662428

Employer: Foundation Risk Partners

Present Occupation: Insurance Producer

Work Phone: 3863662428

Work Address: 780 W Granada Blvd

City: Ormond Beach

State: FL

Zip: 32176

How long have you been a resident of Ormond Beach:* 26 Years

How long have you lived in Volusia County:* 26 Years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [x] Yes
- [ ] No

If yes, which board(s)? Quality of Life advisory

EDUCATION:

High School:	Date Graduated:
Father Lopez Catholic High School / Montverde Academy	2017

College:	Date Graduated:
University of Florida	2021

Degree:

Bachelor's in advertising

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

My area of expertise is in risk evaluation and management in both the private and public sectors.

Company/Employer and type of business or area of experience:*

Completed above

Company/Employer and type of business or area of experience:*

Completed above

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Ormond Mainstreet- Board Member (2024-Present)
Daytona Beach Quarterback Club - Board Member (2023-Present)
Ormond Beach Quality of Life Advisory Board- Board Member (2023-2024)

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

It would be an honor to serve on the Ormond Beach Planning Board due to its vast importance for ensuring the quality of life in Ormond Beach. I have lived in Ormond Beach all of my life. Over the years the city has evolved and provided new elements for its residents while maintaining the charm and culture we all know and love. I would be honored to be a small part in ensuring that our local charm is maintained in years to come.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

N/A

REFERENCES:

Please list three business or personal references:

First Name:

Kevin

Last Name:

Bowler

Occupation:

Daytona Beverages

Personal Phone:

386-527-5623

Work Phone:

386-527-5623

Address:

517 N Beach St Ormond Beach FL 32174

First Name:

Kevin

Last Name:

Wakefield

Occupation:

Kona Tiki, Ormond Garage, The Grind- Owner

Personal Phone:

386-295-9555

Work Phone:

386-295-9555

Address:

49 W Granada Blvd Ormond Beach FL 32174

First Name:

Becky

Last Name:

Parker

Occupation:

Ormond Mainstreet- President

Personal Phone:

386-527-5623

Work Phone:

386-527-5623

Address:

44 W Granada Blvd Ormond Beach FL 32174

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Linda Marnik

Interested In Serving On:

- Community Development Block Grant Advisory Board
- Historic Landmark Preservation Board
- Parks and Recreation Advisory Board
- Planning Board
- Quality of Life Advisory Board

CITY OF ORMOND BEACH

Advisory Board
Interest Sheet

Name: _____

Thank you for your interest in serving the City of Ormond Beach as a member of one of the City's advisory boards. Please complete the following information so that the City Commission may learn about you and your interests.

Please mark the advisory board(s) for which you wish to be considered:

_____ Aviation Advisory Board
_____ Brownfield Advisory Board
_____ Board of Adjustment and Appeals *
_____ Budget Advisory Board
_____ Citizens' Law Enforcement Advisory Board
_____ General Employees' Pension Fund *
__X__ Historic Landmark Preservation Board
_____ Housing Authority
_____ Human Resources Board
__X__ Leisure Services Advisory Board
_____ Municipal Firefighters' Pension Trust Fund *
_____ Municipal Police Officers' Pension Trust Fund *
__X__ Neighborhood Improvement Advisory Board
__X__ Planning Board *
__X__ Quality of Life Advisory Board

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW"

Advisory board members are required to be residents of the City of Ormond Beach and are required to meet attendance requirements.

*Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.

PERSONAL

Name: Linda L. MARNIK

Home Address: 6 NOTTINGHAM DR.

Office Address: Same

Home Telephone: 386-677-9004 Office Telephone: SAME

E-mail Address: lklovelace2@gmail.com

Present Occupation: Ret.

City Commission zone in which you live: 3

How long have you been a resident of Ormond Beach: 56 yrs

How long have you lived in Volusia County: 56 yrs

Are you currently serving on a City advisory board: NO

Have you ever served on a City advisory board: NO

If yes, when and which board:

EDUCATION

High School: Thayer High, MO. Date Graduated: 1962

College: Univ. Tenn. Med Unit Date Graduated: 1964

Degree: Histology

Other Training: Dental Research
All Seasons Travel School 1982

EXPERIENCE

Company/Employer and type of business or area of experience: University of Tenn. Anatomy Research - TMJ Research

Company/Employer and type of business or area of experience: University of Tenn. Dental Dept, Periapical Research

Company/Employer and type of business or area of experience: Owner/Pres The Travel Ctr, Held Certificates in ALL eras of Travel

COMMUNITY INVOLVEMENT

Please list civic, religious, fraternal, etc., affiliations:

Organization:	Activity:	Dates:
Pres. Seaside Hbrd Soc,	Pres/also Sec.	1997- 2000
Ormond Bch Women's Club	Pres. 2e Dept.	1972-75
Ormond Bch Dem. Club	- Member	2022 -2024

INTEREST

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member.

Having lived and Raised A family in Ormond Bch., I have always been active in P.T.A., Girl Scouts, Charity drives, etc. With my experience in Travel + Business and Neighborhood, I feel I could have a input on our Ormond life

AVAILABILITY

When would you be available for meetings:

Mornings: ✓ Afternoons: ✓ Evenings: ✓

CONFLICT OF INTEREST

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?

No

REFERENCES

Please list three business or personal references:

Name: Shirley Rupree Occupation: R.N.

Address: 40 Rosemary Dr. Home Phone: 386 677-3876

O.B. Work Phone: Rt. - Same

Name: Debbie MARTz Occupation: Off. Manager HoGA

Address: 121 Rio Pinar Dr. Home Phone: 673-7073

Work Phone:

Name: Dr. Bob Burch Occupation: Dentist / Ret.

Address: 12 N. Raven Wood Home Phone: (386) 334-7584

Work Phone: Same

A resume or separate sheet with additional information may be included.

Linda L. Marnick (Signature) 10-30-2024 (Date)

Note: If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk's office at 386-676-3225 or email cityclerk@ormondbeach.org.

Return this form to:

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

Advisory Board Interest Application

Michael Melnick

Interested In Serving On:

- Planning Board

Print

Advisory Board Interest Application - Submission #5925

Date Submitted: 1/15/2026

Please select the advisory board(s) for which you wish to be considered:*

- [ ] Aviation Advisory Board
- [ ] Board of Adjustments and Appeals*
- [ ] Budget Advisory Board
- [ ] Brownfield Advisory Board
- [ ] Citizens' Law Enforcement Advisory Board
- [ ] Community Development Block Grant Advisory Board
- [ ] General Employees' Pension Fund*
- [ ] Historic Landmark Preservation Board
- [ ] Housing Authority
- [ ] Human Resources Board
- [ ] Municipal Firefighters' Pension Trust Fund*
- [ ] Municipal Police Officers' Pension Trust Fund*
- [ ] Parks and Recreation Advisory Board
- [x] Planning Board*
- [ ] Quality of Life Advisory Board
- [ ] Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:* Michael

Last Name:* Melnick

Email Address:* michaelmelnick123@gmail.com

Home Address:* 67 Sounders Trail Circle

City:* Ormond Beach

State:* FL

Zip:* 32174

Personal Phone:* 3868983965

Employer: Atlantic Drafting & Surveying

Present Occupation: Field Surveyor

Work Phone: 3862648490

Work Address: 2550 N State St Suite 5

City: Bunnell

State: FL

Zip: 32110

How long have you been a resident of Ormond Beach:* 24 Years

How long have you lived in Volusia County:* 24 Years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School:	Date Graduated:
GED	March 2020

College:	Date Graduated:
Daytona State College	December 2023

Degree:

Bachelor of Applied Science, Supervision and Management

Other Training:

FAA Private Pilot License (ASEL)
FAA Drone Pilot Certificate (Part 107, sUAS)

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Atlantic Drafting & Surveying – Surveying
Worked with engineers, architects, and construction teams to produce accurate site data, giving me insight into how planning decisions affect real-world development. Experienced in reviewing technical documents and collaborating with diverse stakeholders.

Company/Employer and type of business or area of experience:*

Executive Building Services - Interior Cleaner
Maintained cleanliness standards across multiple facilities and coordinated with team members to ensure tasks were completed efficiently.

Company/Employer and type of business or area of experience:*

Family Business - Assistant / Real Estate
Assisted with managing rental properties and laundry facilities, coordinating with tenants, handling maintenance requests, and supporting day-to-day operations.

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Vice President, Walkable Volusia (501(c)(3))
Lead advocacy efforts with city officials to improve walkability policies, complete streets initiatives, and pedestrian infrastructure projects. Directed strategic planning, community outreach, and public awareness campaigns to engage residents and promote safer, more accessible streets. Coordinated volunteers and partner with local organizations to advance initiatives and track progress on community goals, ensuring measurable impact on local transportation and public space policies.

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

My interest in serving on an advisory board comes from a respect for careful, long-term decision-making at the local level of my hometown. Having attended board meetings, I understand the importance of process, public input, and fairness. I am willing to commit the time to prepare, attend, and offer thoughtful and independent recommendations in service of the community.

AVAILABILITY:

When would you be available for meetings:*

- [ ] Mornings
- [ ] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

A potential conflict of interest could occur if I, a relative, a friend, or a surveying client had a financial interest in a project or law under review. In such a case, I would disclose the conflict and recuse myself from any discussion or vote.

REFERENCES:

Please list three business or personal references:

First Name:

Devon

Last Name:

Morris

Occupation:

Insurance Agent

Personal Phone:

3866752458

Work Phone:

Address:

DeLand

First Name:

Jay

Last Name:

Woolridge

Occupation:

Licensed Surveyor

Personal Phone:

3862389336

Work Phone:

3862648490

Address:

Palm Coast

First Name:

Available upon request

Last Name:

Occupation:

Personal Phone:

Work Phone:

Address:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk office at 386-610-0400.

Advisory Board Interest Application

James Powers

Interested In Serving On:

- Aviation Advisory Board
- Board of Adjustments and Appeals
- Brownfield Advisory Board
- Budget Advisory Board
- Citizens' Law Enforcement Advisory Board
- Community Development Block Grant Advisory Board
- General Employees' Pension Fund
- Historic Landmark Preservation Board
- Housing Authority
- Human Resources Board
- Municipal Firefighters' Pension Trust Fund
- Municipal Police Officers' Pension Trust Fund
- Planning Board
- Quality of Life Advisory Board
- Intergovernmental Appointments

Print

Advisory Board Interest Application - Submission #5283

Date Submitted: 11/22/2024

Please select the advisory board(s) for which you wish to be considered:*

- ☑ Aviation Advisory Board
- ☑ Board of Adjustments and Appeals*
- ☑ Budget Advisory Board
- ☑ Brownfield Advisory Board
- ☑ Citizens' Law Enforcement Advisory Board
- ☑ General Employees' Pension Fund*
- ☑ Historic Landmark Preservation Board
- ☑ Housing Authority
- ☑ Human Resources Board
- ☐ Leisure Services Advisory Board
- ☑ Firefighters' Pension Trust Fund*
- ☑ Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☑ Quality of Life Advisory Board
- ☑ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.

****To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.***

PERSONAL:

First Name:* James

Last Name:* Powers

Email Address:* flpoolbuilders@gmail.com

Home Address:* 131 Lindenwood Circle East

City:* Ormond Beach

State:* FL

Zip:* 32174

Personal Phone:* 3864814883

Work Address: 131 Lindenwood Circle East

City: Ormond Beach

State: FL

Zip: 32174

Work Phone: 3864814883

Present Occupation: Self employed

How long have you been a resident of Ormond Beach:* 33 yrs

How long have you lived in Volusia County:* 33 yrs

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School: **Date Graduated:**

College: **Date Graduated:**

Degree:

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Business owner

Company/Employer and type of business or area of experience:*

Business owner

Company/Employer and type of business or area of experience:*

Business owner

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

I'm very private about my involvement in the community.

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

We need more people that are going to figure out how to work for the citizens and first responders. Before big government. I'm that person.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

No

REFERENCES:

Please list three business or personal references:

First Name:

Last Name:

Occupation:

Personal Phone:

Work Phone:

Address:

First Name:

Last Name:

Occupation:

Personal Phone:

Work Phone:

Address:

First Name:

James

Last Name:

Powers

Occupation:

Personal Phone:

Work Phone:

Address:

131 Lindenwood Circle East

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Tom Reardon

Currently Serving On:

- Parks and Recreation Advisory Board

Interested In Serving On:

- Planning Board

Print

Advisory Board Interest Application - Submission #5907

Date Submitted: 1/7/2026

Please select the advisory board(s) for which you wish to be considered:*

- ☐ Aviation Advisory Board
- ☐ Board of Adjustments and Appeals*
- ☐ Budget Advisory Board
- ☐ Brownfield Advisory Board
- ☐ Citizens' Law Enforcement Advisory Board
- ☐ General Employees' Pension Fund*
- ☐ Historic Landmark Preservation Board
- ☐ Housing Authority
- ☐ Human Resources Board
- ☐ Leisure Services Advisory Board
- ☐ Firefighters' Pension Trust Fund*
- ☐ Police Officers' Pension Trust Fund*
- ☐ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☐ Quality of Life Advisory Board
- ☐ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:* Tom

Last Name:* Reardon

Email Address:* Treardon@foundationrp.com

Home Address:* 123 Deep Woods Way

City:* Omond Beach

State:* FL

Zip:* 32174

Personal Phone:* 3862141855

Employer: Foundation Risk Partners

Present Occupation: Vice President, Commercial Insurance

Work Phone:

Work Address: 123 Deep Woods Way

City: Omond Beach

State: FL

Zip: 32174

How long have you been a resident of Ormond Beach:* 25 years

How long have you lived in Volusia County:* 30 years

Are you currently serving on a City advisory board?*

- [x] Yes
- [ ] No

Have you ever served on a City advisory board?*

- [x] Yes
- [ ] No

If yes, which board(s)? Parks and Rec Advisory

EDUCATION:

High School:	Date Graduated:
Spruce Creek High Achool	2006

College:	Date Graduated:
University of North Florida	2010

Degree:

Business Admin

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

2014-2023: Partner, Advantage Insurance Group, LLC Ormond Beach, FL

Company/Employer and type of business or area of experience:*

2023-Present: VP, Commercial Insurance, Foundation Risk Partners, Ormond Beach, FL

Company/Employer and type of business or area of experience:*

N/a

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Board member of Ormond Beach Spikes Youth Baseball.

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I have lived worked and owned a business here for many years. I sold my business to a corporate company that has made a big commitment to making Ormond Beach their home (Foundation Risk Partners) and I'm raising my family here. I have 3 children 12, 10 and 7 and am very interested in the future of our community.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [ ] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

No.

REFERENCES:

Please list three business or personal references:

First Name:

Ken

Last Name:

Nichols

Occupation:

Owner, Advantage Claims Services

Personal Phone:

386-405-5947

Work Phone:

Address:

First Name:

Sheriff

Last Name:

Guindi

Occupation:

Realtor, Realty Pros

Personal Phone:

386-295-0257

Work Phone:

Address:

First Name:

Troy

Last Name:

Railsback

Occupation:

Partner, Southern States Management and Realty Services

Personal Phone:

321-663-7301

Work Phone:

Address:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Kenneth Smith

Currently Serving On:

- Board of Adjustment and Appeals
- Brownfield Advisory Board
- Human Resources Board

Interested In Serving On:

- Aviation Advisory Board
- Budget Advisory Board
- Citizens' Law Enforcement Advisory Board
- General Employees' Pension Fund
- Historic Landmark Preservation Board
- Housing Authority
- Parks and Recreation Advisory Board
- Municipal Firefighters' Pension Trust Fund
- Municipal Police Officers' Pension Trust Fund
- Community Development Block Grant Advisory Board
- Quality of Life Advisory Board
- Intergovernmental Appointments

Print

Advisory Board Interest Application - Submission #5278

Date Submitted: 11/21/2024

Please select the advisory board(s) for which you wish to be considered:*

- ☑ Aviation Advisory Board
- ☑ Board of Adjustments and Appeals*
- ☑ Budget Advisory Board
- ☑ Brownfield Advisory Board
- ☑ Citizens' Law Enforcement Advisory Board
- ☑ General Employees' Pension Fund*
- ☑ Historic Landmark Preservation Board
- ☑ Housing Authority
- ☑ Human Resources Board
- ☑ Leisure Services Advisory Board
- ☑ Firefighters' Pension Trust Fund*
- ☑ Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☑ Quality of Life Advisory Board
- ☑ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.

****To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.***

PERSONAL:

First Name:* Kenneth

Last Name:* Smith

Email Address:* Jraaca@yahoo.com

Home Address:* 109 S Washington St

City:* Ormond Beach

State:* FL

Zip:* 32174

Personal Phone:*

3865662537

Work Address:

173 S Yonge St

City: Ormond Beach

State: FL

Zip: 32174

Work Phone:

3866732916

Present Occupation:

Self Employed

How long have you been a resident of Ormond Beach:*

43

How long have you lived in Volusia County:*

43

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [x] Yes
- [ ] No

If yes, which board(s)?

Citizens' Law Enforcement Advisory Board

EDUCATION:

High School:	**Date Graduated:**
Seabreeze	1999

College:	**Date Graduated:**
na	

Degree:

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Wall-Y-World

Company/Employer and type of business or area of experience:*

Art Gallery

Company/Employer and type of business or area of experience:*

Small Business

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Sons of the Beach President, Republican Conservative Ormond Beach Assembly Vice President

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I wish to serve Ormond Beach

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

My Wife works for the Volusia County Sheriff

REFERENCES:

Please list three business or personal references:

First Name: Jesse

Last Name: Godfrey

Occupation: Police Chief

Personal Phone:

Work Phone: 3866763500

Address:

First Name: Mark

Last Name: Lampron

Occupation: Business owner

Personal Phone:

3865662590

Work Phone:

3866730438

Address:

185 S Yonge St
Ormond Beach FL 32174

First Name:

Jeff

Last Name:

Brower

Occupation:

County Chairman

Personal Phone:

3865610673

Work Phone:

Address:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Advisory Board Interest Application

Abbie Teague

Interested In Serving On:

- Board of Adjustments and Appeals
- Budget Advisory Board
- Brownfield Advisory Board
- Citizens' Law Enforcement Advisory Board
- Community Development Block Grant Advisory Board
- General Employees' Pension Fund
- Historic Landmark Preservation Board
- Housing Authority
- Human Resources Board
- Municipal Police Officers' Pension Trust Fund
- Parks and Recreation Advisory Board
- Planning Board
- Quality of Life Advisory Board
- Intergovernmental Appointments

Print

Advisory Board Interest Application - Submission #5613

Date Submitted: 7/22/2025

Please select the advisory board(s) for which you wish to be considered:*

- ☐ Aviation Advisory Board
- ☑ Board of Adjustments and Appeals*
- ☑ Budget Advisory Board
- ☑ Brownfield Advisory Board
- ☑ Citizens' Law Enforcement Advisory Board
- ☑ General Employees' Pension Fund*
- ☑ Historic Landmark Preservation Board
- ☑ Housing Authority
- ☑ Human Resources Board
- ☑ Leisure Services Advisory Board
- ☐ Firefighters' Pension Trust Fund*
- ☑ Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☑ Planning Board*
- ☑ Quality of Life Advisory Board
- ☑ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.

****To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.***

PERSONAL:

First Name:* Abbie

Last Name:* Teague

Email Address:* Abbie.Teague@bbrown.com

Home Address:* 17 Silver Fox Trl

City:* Ormond Beach

State:* FL

Zip:* 32174

Personal Phone:* 3862352977

Employer: Brown & Brown

Present Occupation: Insurance Agent

Work Phone: 3862398801

Work Address: 300 N Beach Street

City: Daytona Beach

State: FL

Zip: 32114

How long have you been a resident of Ormond Beach:* <1 year

How long have you lived in Volusia County:* 18 years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)? NA

EDUCATION:

High School:	**Date Graduated:**
Manteno High School (Manteno, IL)	2000

College:	**Date Graduated:**
Eastern Illinois University	2005

Degree:

Business Management

Other Training:

Licensed Insurance Agent for 18 years

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Brown & Brown - Commercial Lines Insurance Agent

Company/Employer and type of business or area of experience:*

NA

Company/Employer and type of business or area of experience:*

NA

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Current / Atlantic Center for the Arts / Non-Profit Board of Trustees for 10+ years - served as treasurer, vice chair and board chair for 2 year terms each

Prior / Women United Volusia Board Member for 2 years - fundraising for Volusia County NFPs

Current / T3 Foundation Board Member for 1.5 years - Assists service industry employees experiencing unexpected financial hardship

Prior / Thrive Community Church - active member / volunteer

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I recently moved from Port Orange to Ormond Beach. I understand the importance of giving back and local community involvement. I feel this is the best way to immerse myself in OB and am excited at the potential to help guide and shape the future of this incredible city.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

My job can be flexible. However, I prefer meetings during the week over weekends due to family obligations.

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

NA

REFERENCES:

Please list three business or personal references:

First Name:

Kristin

Last Name:

Deaton

Occupation:

Mortgage Broker / Guild Mortgage

Personal Phone:

3868825230

Work Phone:

Address:

80 Shadow Creek, OB

First Name: Steve

Last Name: Farmer

Occupation: Profit Center Leader / Brown & Brown

Personal Phone:

Work Phone: 3862397233

Address: John Anderson, OB

First Name: Jessica

Last Name: Scott

Occupation: Insurance Sales / Brown & Brown

Personal Phone: 8649181353

Work Phone:

Address: Orchard Ln, OB

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.