



City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

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

5. **APPROVAL OF MINUTES**

A. Minutes from City Commission meeting - February 17, 2026

6. **CONSENT AGENDA**

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

A. **FDOT Offsite Maintenance Agreement, I-95 (SR 9) and US 1 (SR 5)**

RESOLUTION NO. 2026-25: A RESOLUTION AUTHORIZING THE EXECUTION OF AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING DESIGN AND CONSTRUCTION OF THE US1/I95 INTERCHANGE; AND SETTING FORTH AN EFFECTIVE DATE.

B. **Bid Award - Public Works Generator**

RESOLUTION NO. 2026-26: A RESOLUTION ACCEPTING A BID FROM ACCURATE POWER AND TECHNOLOGY, INC. FOR SERVICES TO FURNISH AND INSTALL A GENERATOR AT 501 N. ORCHARD (PUBLIC WORKS BUILDING), UNDER BID NO. 2026-12; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

C. **Bid Award - Lift Station 4P Rehabilitation**

RESOLUTION NO. 2026-27: A RESOLUTION ACCEPTING THE BID OF DANUS UTILITIES, INC. REGARDING THE LIFT STATION 4P IMPROVEMENTS PROJECT,

UNDER BID NO. 2026-04; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

- D. Work Authorization - McKim & Creed Construction Admin Services, Lift Station 4P Rehab

RESOLUTION NO. 2026-28: A RESOLUTION ACCEPTING A PROPOSAL FROM MCKIM & CREED, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE LIFT STATION 4P REHABILITATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

- E. Work Authorization - Manhole Replacement Services, Hazen Construction

RESOLUTION NO. 2026-29: A RESOLUTION ACCEPTING A PROPOSAL FROM HAZEN CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES REGARDING THE MANHOLE REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

- F. Request to Purchase - Sports Complex Generators

RESOLUTION NO. 2026-30: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF THE PURCHASE OF TWO GENERATORS (ONE 2024 MQ125 MODEL AND ONE 2022 MQ70 MODEL) OFF OF THE PURCHASE OPTION ON THE CURRENT RENTAL CONTRACT WITH RING POWER CORPORATION; AND SETTING FORTH AN EFFECTIVE DATE.

- G. 34 Greenvale Drive, Easement Release

RESOLUTION NO. 2026-31: A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF WILLARD W DAVIS JR. AND CRYSTAL D DAVIS RELEASING A PORTION OF A TEN FOOT (10.0") DRAINAGE AND UTILITY EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOT 77 ORMOND GREEN PHASE II (34 GREENVALE DRIVE); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

- H. **Disposition Item:** Summary Of Administrative Variances Granted

- I. **Disposition Item:** Waiving Conflict Of Advisory Board Appointee

7. **SECOND READING OF ORDINANCES**

- A. Ordinance Regarding Authority to Record Liens (Second Reading)

ORDINANCE NO. 2026-03: AN ORDINANCE AMENDING SECTION 8-4, UNSAFE BUILDING ABATEMENT, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS

AND CONSTRUCTION REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, TO AMEND THE AUTHORITY FOR THE RECORDING OF LIENS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

8. REPORTS, SUGGESTIONS, REQUESTS

9. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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

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City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

February 17, 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, Kristin Deaton, and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Managers Claire Whitley and Shawn Finley, and City Clerk Susan Dauderis.

2. INVOCATION

Pastor Randy Ellis, Tomoka Christian Church, provided the invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Leslie led the Pledge of Allegiance.

4. PRESENTATIONS AND PROCLAMATIONS

A. Annual Comprehensive Financial Report Presentation Fiscal Year 2024-2025

Mr. Zach Chalifour, JamesMoore & Co., presented a PowerPoint detailing the city's annual audit reports for the fiscal year ending on September 30, 2025. He highlighted details of the General Fund, Pension Funds, and Community Redevelopment Agency (CRA) funds, noting the city remained in a strong financial position.

Commissioner Sargent, Commissioner Tolland, Commissioner Briley, and Mayor Leslie thanked Mr. Chalifour and staff for their work on the audit.

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

Mayor Leslie stated there were no Audience Remark cards submitted.

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - February 3, 2026

Mayor Leslie advised the minutes from the February 3, 2026, City Commission meeting were sent to the Commission for review and posted on the city's website for public viewing. He asked if there were any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the February 3, 2026, City Commission meeting minutes.

Motion passed by voice vote.

7. CONSENT AGENDA

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

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

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

A. Utility Easement - Halifax River Utility Crossing

RESOLUTION NO. 2026-12: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT FROM ORMOND BEACH HISTORICAL SOCIETY, INC., FOR PROPERTY LOCATED 42 NORTH BEACH STREET; AND SETTING FORTH AN EFFECTIVE DATE.

B. Mutual Aid Agreement - Combined Operational Assistance and Voluntary Cooperation, Volusia County

RESOLUTION NO. 2026-17: A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION AGREEMENT FOR VOLUSIA COUNTY, FLORIDA BETWEEN THE CITY, VOLUSIA SHERIFF'S OFFICE AND PARTICIPATING MEMBER AGENCIES; AND SETTING FORTH AN EFFECTIVE DATE.

C. Contract Name Change - Utility Billing Print and Mailing Specialists

RESOLUTION NO. 2026-18: A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND CATHEDRAL CORPORATION, FOR THE LIMITED PURPOSE OF ACKNOWLEDGING THE CORRECT IDENTITY OF THE ENTITY PROVIDING UTILITY BILLING AND RELATED SERVICES UNDER THE AGREEMENT; ACKNOWLEDGING A NAME CHANGE FROM CATHEDRAL CORPORATION TO FSSI EAST INC.; ACKNOWLEDGING THEIR NEW CORPORATE OFFICE ADDRESS; AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AGREEMENT CONSISTENT THEREWITH; AND SETTING FORTH AN EFFECTIVE DATE.

D. The Casements Guild Lease Agreement Renewal

RESOLUTION NO. 2026-19: A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE CASEMENTS GUILD FOR THE CITY OF ORMOND BEACH, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

E. Bid Award - 2026 Roadway Resurfacing

RESOLUTION NO. 2026-20: A RESOLUTION ACCEPTING THE BID OF SPARKS CONCRETE, LLC D/B/A SPARKS CONCRETE & ASPHALT REGARDING THE 2026 ROADWAY RESURFACING PROJECT, UNDER BID NO. 2026-08; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

F. Work Authorization - Water Treatment Plant Aerator Structure Rehabilitation, SGS Contracting Services

RESOLUTION NO. 2026-21: A RESOLUTION ACCEPTING A PROPOSAL FROM SGS CONTRACTING SERVICES, INC. TO PROVIDE UNDERGROUND UTILITY CONSTRUCTION MANAGEMENT SERVICES REGARDING THE WATER TREATMENT PLANT AERATOR STRUCTURE REHABILITATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

G. Amended Work Authorization - Riverside Drive Force Main Replacement

RESOLUTION NO. 2026-22: A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED WORK AUTHORIZATION WITH J.D. WEBER CONSTRUCTION CO. REGARDING THE RIVERSIDE DRIVE FORCE MAIN REPLACEMENT PROJECT; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

H. Request to Purchase - International CV Dump Truck

RESOLUTION NO. 2026-23: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE 2025 INTERNATIONAL 11' DUMP TRUCK FROM CUMBERLAND INTERNATIONAL TRUCKS LLC, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 25-VEH23.0; DECLARING VEHICLE #259 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

I. **Disposition Item:** Auto Renew - Radio Control Club

J. **Disposition Item:** Intent To Bid - Fire Station 93 Generator Wind Wall And Pad Construction

K. **Disposition Item:** City Manager's Monthly Report, February 2026

Commissioner Tolland discussed Item 7G regarding the Amended Work Authorization - Riverside Drive Force Main Replacement.

8. FIRST READING OF ORDINANCES

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

A. Ordinance Regarding Authority to Record Liens

ORDINANCE NO. 2026-3: AN ORDINANCE AMENDING SECTION 8-4, UNSAFE BUILDING ABATEMENT, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, TO AMEND THE AUTHORITY FOR THE RECORDING OF LIENS; 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. 2026-03, on first reading, as read by title only.

Mr. Randy Hayes, City Attorney, reviewed the item and highlighted the streamlining of the lien recordation process that would happen if the item passed.

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

9. DISCUSSION AND DIRECTION ITEMS

A. Downtown Sidewalks

Mr. Shawn Finley, Assistant City Manager, reviewed the locations of the proposed sidewalk renovations and the history of the sidewalks within the downtown district. He highlighted the need for safe sidewalks that were ADA and Florida Department of Transportation (FDOT) compliant. He discussed the timeline to complete the sidewalks and feedback from the community. He noted if the sidewalks met FDOT standards, FDOT would take over the responsibility of the maintenance.

Mayor Leslie expressed support of the direction, noting safety and FDOT maintenance.

Commissioner Briley agreed with the support of the item and reviewed the history of the sidewalks.

Commissioner Deaton questioned the necessity and cost of the project, explaining there were other areas within the city needing urgent sidewalk repairs.

Mr. Finley highlighted the need for the project and stated it was the most walkable area within the city. He discussed the funding for sidewalks, noting the project would be funded with CRA funds.

Commissioner Deaton questioned the if FDOT had an issue with the current brick banding; whereby, Mr. Finley explained why FDOT did not approve of the brick banding on the sidewalk, reviewing the FDOT requirements for them to take over the maintenance.

Commissioner Sargent discussed the need for safety of the sidewalks. He questioned if the nearby palm trees would be impacted; whereby, Mr. Finley indicated they would remain intact. Commissioner Sargent inquired about items on the sidewalks in front of nearby businesses; whereby, Mr. Finley stated it was not a provision made, but would look into it, noting staff would work with Ormond MainStreet on aesthetic guidelines for the downtown area.

Mayor Leslie asked about the responsibility of power washing in the area due to irrigation; whereby, Mr. Finley clarified it may be on a case-by-case basis as the city had micro-irrigation which should not impact the sidewalks.

Commissioner Sargent expressed concerns regarding the brick crosswalks and inquired if the brick crosswalks would remain; whereby, Mr. Finley stated staff was looking into changing to asphalt.

Commissioner Tolland inquired if the city could repair the sidewalks if there was a delay with FDOT; whereby, Mr. Finley stated it would be encouraged to wait for FDOT, highlighting the city's relationship with FDOT. She asked if the city considered stamped concrete for decorative purposes; whereby, Mr. Finley stated FDOT had strict guidelines. She inquired if planters or pots would be allowed on the sidewalks; whereby, Mr. Finley stated it was a conversation with FDOT, noting the main concern was maintaining ADA compliance. She agreed with Commissioner Sargent's concerns regarding the brick crosswalks.

Mayor Leslie inquired about the bricks and liability on the crosswalks; whereby, Mr. Finley explained the crosswalks were planned to be asphalt with painted striping.

10. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, and Requests

Ms. Joyce Shanahan, City Manager, provided details on upcoming meetings, events, and city projects.

Commissioner Tolland inquired about the landscaping damages from the recent freeze; whereby, Mr. Robert Carolin, Parks and Recreation Director, explained it was considered a natural disaster and there was no clause in the landscaping contract for replacement. He stated he was working on estimates with the vendor for the replacement of the damaged landscaped plantings and was looking ahead for resiliency and other potential plantings.

Commissioner Tolland complimented Walmart's landscaping and thanked Commissioner Deaton for her push on the cleanup. She provided updates from events she attended.

Commissioner Sargent discussed events he attended. He thanked staff for their work with the mulch on the medians and for the police presence in the downtown area.

Commissioner Deaton stated a resident reached out to her regarding a potential edible fruit and nut park; whereby, Commissioner Tolland suggested near the community gardens could be a location.

Mayor Leslie discussed the demolition of a beachside residential building.

Performing Arts Center

Commissioner Tolland congratulated staff on ticket sale revenue from the Performing Arts Center (PAC) and requested staff to work on more advertising.

Commissioner Deaton stated the PAC had their own social media platforms they could push advertisements through.

Commissioner Tolland inquired if there was a consensus to direct staff to help advertise the PAC more; whereby, the Commission agreed.

Riverbend Property

Commissioner Sargent suggested a par three nine-hole golf course on the Riverbend airport property.

Mayor Leslie inquired what Commissioner Sargent was suggesting of the Commission or staff; whereby, Commissioner Sargent clarified he was looking for staff to bring back ideas on what other communities were doing with a par three course.

Ms. Shanahan stated the Federal Aviation Administration (FAA) would need to approve the use before staff could look into the idea.

Mayor Leslie inquired the status of the letter questioning the use of the property sent to the FAA in 2025; whereby, Mr. Brian Rademacher, Economic Development Director, explained the FAA would not issue a decision on the use of the property until an updated Airport Master Plan was submitted, required every ten years and due next year. Mayor Leslie inquired about the use permitted for the property; whereby, Mr. Rademacher clarified once the Riverbend Golf Course closed the allowed use ended and it was reclassified as aeronautical use.

Electric Bicycles

Commissioner Deaton discussed an accident she witnessed involving a child and an electric bicycle (e-bike) and requested the Commission direct staff to research how other municipalities in the state were handling e-bikes in relation to policies and ordinances.

Mayor Leslie was supportive of staff looking into e-bikes, voicing concerns regarding safety.

Commissioner Tolland stated a mountain bicycle group had complaints of e-bikes on the trails.

Ms. Shanahan stated staff could complete research and bring information back to the Commission.

Commissioner Sargent voiced opposition on strict regulations, noting there were safety concerns. He suggested regulations if the e-bikes went over a certain speed.

Commissioner Tolland agreed, noting the need for keeping children and residents safe. She suggested signage in city parks.

11. ADJOURNMENT

Mayor Leslie adjourned the meeting at 7:58 PM.

APPROVED: March 3, 2026

BY: _____
Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	March 3, 2026	Item No	6.A.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	FDOT Offsite Maintenance Agreement, I-95 (SR 9) and US 1 (SR 5)		
Recommended Action	Staff recommends approval of the Off-system & Maintenance Agreement with the FDOT and execution of this agreement.		
Strategic Goal	Transportation & Community Development - Engage with the Florida Department of Transportation (FDOT) to ensure Ormond Beach's input into the design and aesthetics of the new US-1 and I-95 Interchange as the entranceway to our community.		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

The interchange of I-95 at US Highway 1 has long been acknowledged as one of the oldest interchanges on Florida's Interstate Highway system, and in recent years has been shown to be one of the most dangerous.

City staff has worked with FDOT staff to demonstrate the importance of upgrading this interchange. These efforts have resulted in a project titled the I-95 Interchange at US 1 in Volusia County having been included in FDOT's Moving Florida Forward list of 20 priority projects.

The improvements to the I-95 interchange at US 1 have long been a strategic goal, set forth by the Commission, to enhance the safety of the City's transportation network and provide for a gateway to this community.

In order to complete these improvements, construction activities, including the acquisition of right of way and modification to existing City roads will be necessary. The attached Offsite maintenance agreement provides permission to FDOT to make those necessary improvements to City roads in the completion of this project, and accepts these improvements for City maintenance upon final completion.

This project is anticipated to begin construction this year and have a duration of 3 years from notice of commencement to final completion.

Financial Impact

The City will be responsible for future maintenance of any constructed improvements located within the City of Ormond Beach right of way.

Citizen Impact

Improvements to the interchange of I-95 at US 1 will enhance transportation safety for residents and visitors to the area as well as provide a gateway to the community.

Attachments

1. 26-25 FDOT Offsite maint Agr I95 US1 (P26-0002G)
2. FDOT Agreement - SR 5 and SR 9

RESOLUTION NO. 2026-25

A RESOLUTION AUTHORIZING THE EXECUTION OF AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING DESIGN AND CONSTRUCTION OF THE US1/I95 INTERCHANGE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into an Off-System Construction and Maintenance Agreement with the Florida Department of Transportation (FDOT) for the design and construction of the US1/I95 interchange, 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 an Off-System Construction and Maintenance Agreement with the Florida Department of Transportation for the design and construction of the US1/I95 interchange, 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 March, 2026.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT

**Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
("DEPARTMENT")
and
CITY OF ORMOND BEACH, FLORIDA,
("LOCAL GOVERNMENT")**

WHEREAS, this Agreement is entered into on _____ by and between the State of Florida, Department of Transportation, an Executive Agency of the State of Florida, herein "DEPARTMENT" and the City of Ormond Beach, herein "LOCAL GOVERNMENT," collectively "the Parties"; and

WHEREAS, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete the various projects included in the DEPARTMENT's Work Program; and

WHEREAS, included in the DEPARTMENT Work Program is Financial Project Number (FPN) 419772-3-52-01, which includes interchange improvements at I-95 (State Road 9, hereinafter referred to as "SR 9") and US-1 (State Road 5, hereinafter referred to as "SR 5") located in Volusia County, Florida (the "Project"); and

WHEREAS, due to the direct impact of the Project on off-system roadways that are under the jurisdiction of the LOCAL GOVERNMENT it is necessary for the DEPARTMENT to enter onto the LOCAL GOVERNMENT's roadways and to construct certain improvements to said roadways; and

WHEREAS, the Parties hereto agree that it is the best interest of the State of Florida and the LOCAL GOVERNMENT for the DEPARTMENT to undertake and complete the design, acquisition of any real property interests necessary for the Project, through negotiated acquisition or, if necessary, through the use of the power of eminent domain, to complete this Project, as authorized by section 336.467, Florida Statutes, construction, construction inspection, utility accommodation, and securing of permits necessary to construct the Project; and

WHEREAS, the Federal Highway Administration (FHWA) has reviewed and approved the work described herein.

NOW THEREFORE,

- 1) The recitals set forth above are hereby incorporated herein as if restated and set forth herein.
- 2) The Parties agree that the DEPARTMENT shall undertake and complete Financial Project Number (FPN) 419772-3-52-01, which includes interchange improvements at I-95 (SR 9) and US-1 (SR 5) located in Volusia County, Florida. The Project shall include the tasks described in Exhibit "A" Scope of Services attached hereto and all other tasks associated with or arising out of the tasks listed therein. The LOCAL GOVERNMENT shall fully cooperate with and shall support the DEPARTMENT's work efforts in these regards. The

LOCAL GOVERNMENT hereby grants to the DEPARTMENT, its Contractors, representatives, employees, and agents the right to enter onto LOCAL GOVERNMENT right of way to accomplish the tasks required by the Project. This right of entry shall continue in full force and effect throughout the period that the Project is ongoing. The DEPARTMENT shall have final decision-making authority with respect to the design of the Project, the design review process, the acquisition of property necessary for this Project and for the construction of the Project.

- 3) The LOCAL GOVERNMENT by virtue of the formal resolution, copy attached hereto as Exhibit "B", approving this agreement, consents to and authorizes the DEPARTMENT to act on behalf of, for the benefit of, and in the name of the LOCAL GOVERNMENT, to further do all acts necessary, specifically the acquisition of real property, construction of improvements for the benefit of the LOCAL GOVERNMENT, providing Construction Engineering Inspection (CEI) Services, and securing all environment and regulatory permits as noted in Exhibit "A."
- 4) To the extent necessary, the LOCAL GOVERNMENT hereby appoints the DEPARTMENT as its agent for purposes of construction, reconstruction, and relocation of utilities under section 337.403(1), Florida Statutes. The LOCAL GOVERNMENT agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The Parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction, and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The Parties acknowledge and agree that the DEPARTMENT may utilize federal highway interstate funds and as such, the cost of utility relocation shall be considered a part of the Project cost to be paid by the DEPARTMENT.
- 5) The LOCAL GOVERNMENT acknowledges that the DEPARTMENT may utilize federal funds on the Project and as a result thereof, the LOCAL GOVERNMENT agrees to maintain those portions of the Project that are located outside of DEPARTMENT right of way in perpetuity. Nothing herein shall be understood, however, to impose maintenance responsibility on the LOCAL GOVERNMENT of other DEPARTMENT owned property. The LOCAL GOVERNMENT and the DEPARTMENT recognize the Project will require the completion of the National Environmental Policy Act (hereafter "NEPA") process by the DEPARTMENT and the DEPARTMENT reserves the right to adjust the plans and or design of the Project to meet the needs of the permits. The LOCAL GOVERNMENT agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.
- 6) Except as otherwise provided in this or other agreements, the Parties acknowledge and agree that the right of way and the improvements and structures located inside DEPARTMENT right of way or on other DEPARTMENT owned property will remain the right of way and the property of the DEPARTMENT and that the right of way and the improvements and structures located inside LOCAL GOVERNMENT right of way or on

other LOCAL GOVERNMENT owned property will remain the right of way and the property of the LOCAL GOVERNMENT.

- 7) The LOCAL GOVERNMENT agrees that any real property interests that the DEPARTMENT may need to acquire to undertake and to complete the Project will be acquired in the name of the DEPARTMENT for the benefit of the LOCAL GOVERNMENT. The real property interests acquired for LOCAL GOVERNMENT purposes or roadways will be conveyed to the LOCAL GOVERNMENT upon completion of the Project and the LOCAL GOVERNMENT agrees to accept said conveyance. The list of those parcels is attached hereto as Exhibit "C." Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.
- 8) The DEPARTMENT and the LOCAL GOVERNMENT shall cooperate with each other and keep each other well informed of the work efforts and progress hereunder. The DEPARTMENT shall have the sole authority with respect to making all decisions relating to, and including the need for, change orders and supplemental agreements associated with construction of the Project.
- 9) All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties, if any, for improvements made outside of DEPARTMENT right of way and outside of other DEPARTMENT property shall be made in favor of the LOCAL GOVERNMENT.
- 10) The DEPARTMENT shall require its Contractor to provide insurance as required by the DEPARTMENT construction contract specifications.
- 11) Upon completion of the Project, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the LOCAL GOVERNMENT. Upon issuance of the Notice of Final Acceptance, the LOCAL GOVERNMENT shall be immediately responsible for the perpetual maintenance of those portions of the Project that are located within the right of way limits of the City of Ormond Beach. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the LOCAL GOVERNMENT understands and agrees that the DEPARTMENT shall transfer all permits for those portions of the Project that are located within the right of way limits of the City of Ormond Beach, if any, to the LOCAL GOVERNMENT as the operational maintenance entity and the LOCAL GOVERNMENT agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits. The LOCAL GOVERNMENT agrees to cooperate and to support the DEPARTMENT'S efforts to secure permits necessary for and associated with the Project.
- 12) This agreement shall become effective as of the date both Parties hereto have executed the agreement and shall continue in full force and effect until the Project is completed by the DEPARTMENT, and the improvements have been turned over to the LOCAL

GOVERNMENT by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to, budgetary and bid cost considerations.

- 13) Pursuant to section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the LOCAL GOVERNMENT in conjunction with this agreement except for the obligation of the LOCAL GOVERNMENT to maintain the Project and said agreement shall be perpetual as to that obligation.
- 14) In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the LOCAL GOVERNMENT to enter into this agreement or to undertake the Project, the LOCAL GOVERNMENT will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.
- 15) It is understood that the DEPARTMENT's participation in said Project is subject to:
 - a) Legislative approval of the DEPARTMENT's appropriation request in the work program year that the Project is scheduled.
 - b) Availability of funds based on the following limitations:
 - i. The DEPARTMENT's performance and obligations to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. If the DEPARTMENT's funding for this Project is in multiple years, funds approved from the DEPARTMENT's Comptroller must be received every year prior to costs being incurred.
 - ii. In the event this agreement is in excess of \$25,000.00 and has a term of a period of more than one year, the provisions of section 339.135(6)(a), Florida Statutes, are hereby incorporated. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT, which are for an amount in excess of \$25,000.00 and which have term for a period of more than one (1) year."

- 16) This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- 17) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
 - a) All persons employed by the LOCAL GOVERNMENT during the term of the Contract to perform employment duties within Florida; and
 - b) All persons, including, subcontractors, assigned by the LOCAL GOVERNMENT to perform work pursuant to the contract with the DEPARTMENT.
- 18) No modification of this Agreement shall be binding on the Parties unless reduced to writing and signed by a duly authorized representative of the Parties.
- 19) In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
- 20) All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

To the Local Government:

Shawn Finley
Public Works Director
City of Ormond Beach
501 North Orchard Street
Ormond Beach, Florida 32174
Shawn.Finley@ormondbeach.org

To the Department:

James S. Stroz, Jr., P.E.
Director of Transportation Development
c/o Kathleen Enot
State of Florida, Department of Transportation
719 South Woodland Boulevard, M.S. 542
DeLand, Florida 32720-6834
kathleen.enot@dot.state.fl.us

- 21) The individual identified as the person to receive notice hereunder shall have the authority to act on behalf of and to bind the LOCAL GOVERNMENT and the DEPARTMENT, respectively, as to all determinations required to be made under the terms of this agreement.

To the Local Government:

Shawn Finley
Public Works Director
City of Ormond Beach
501 North Orchard Street
Ormond Beach, Florida 32174
Shawn.Finley@ormondbeach.org

To the Department:

James S. Stroz, Jr., P.E.
Director of Transportation Development
c/o Kathleen Enot
State of Florida, Department of Transportation
719 South Woodland Boulevard, M.S. 542
DeLand, Florida 32720-6834
kathleen.enot@dot.state.fl.us

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the dates exhibited, by the signatures below.

CITY OF ORMOND BEACH, FLORIDA

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name:

Title:

Date: _____

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

Date: _____

Attest: _____

By:

Title:

Approved as to form and legality:

Department Legal Review:

By: Local Government Attorney

Exhibit “A” Scope of Services

The DEPARTMENT has committed to performing the Right of Way acquisition phase for the LOCAL GOVERNMENT and may utilize federal funds for Financial Project Number (FPN) 419772-3-52-01, Interstate 95 at SR 5 (US-1) Interchange, located in the City of Ormond Beach, Florida, a Project on the State Highway System.

The DEPARTMENT will acquire those parcels that are not located on the State Highway System and are identified in the Right of Way Maps, Section 79002, FPNs 419772-2 and 419772-3, SR 9 (I-95) Volusia County. The DEPARTMENT will acquire real estate interest in the name of the DEPARTMENT for the benefit of the LOCAL GOVERNMENT or in the name of the LOCAL GOVERNMENT for the off system Local Roadways that include Rosemary Street, Benton Street, and Plantation Oaks Boulevard that will be constructed as a part of the I-95 Project.

Additionally, with respect to the I-95 Project, the DEPARTMENT will construct improvements including:

Within the State’s right of way:

Widen SR 5 (US-1) from four (4) to six (6) lanes from Destination Daytona Lane to Plantation Oaks Boulevard. The Project includes construction of a Diverging Diamond Interchange to replace the existing interchange I-95 and US-1, located at Exit 273 in the City of Ormond Beach in northern Volusia County, Florida. The interchange is located between the I-95 at SR 40 / Granada Boulevard interchange to the south (Exit 268) and the I-95 at County Road (CR) 2002 / Old Dixie Highway interchange to the north (Exit 278).

SR 5 (US-1) Rosemary Street Improvements (north side of US-1) – Ormond Beach

The work to be performed includes roadway reconstruction which will match the existing paved width of approximately 30 to 31 feet (12 to 17 feet lanes in each direction). There will be curb and gutter, along with inlets constructed adjacent to the Edge of Pavement (EOP) on either side. Front slopes with the grade of 1:3 or flatter and finished with sod will tie from the back of curb and gutter connecting to the existing ground. The vertical profile will consist of a flat grade with a low point being approximately 70 feet to the north of the tie-in point with US-1.

SR 5 (US-1) Rosemary Street Improvements (south side of US-1) – Ormond Beach

The work to be performed includes roadway reconstruction which will match the existing paved width of approximately 40 feet (approximately 20 feet lanes in each direction to match existing paved condition). There will be curb and gutter, along with inlets constructed adjacent to the EOP on either side. Front slopes with the grade of 1:3 or flatter and finished with sod will tie from the back of curb and gutter connecting to the existing ground. The vertical profile will consist of a flat grade with a low point being approximately 55 feet to the south of the tie-in point with US-1.

SR 5 (US-1) Benton Street Improvements (north side of US-1) – Ormond Beach

The work to be performed includes roadway reconstruction which will match the existing paved width of approximately 36 feet (18 feet lanes in each direction). There will be curb and gutter, along with inlets constructed adjacent to the EOP on either side with new sidewalk connections to match existing facilities. Front slopes with the grade of 1:3 or flatter and finished with sod between curb and gutter and sidewalk. Sod on back slope will tie from the back sidewalk connecting to the existing ground. The vertical profile will consist of a flat grade with a low point being approximately 70 feet to the north of the tie-in point with US-1.

SR 5 (US-1) Benton Street Improvements (south side of US-1) – Ormond Beach

The work to be performed includes roadway reconstruction which will match the existing paved width of approximately 20 to 21 feet (10.5 to 11 feet lanes in each direction). There will be curb and gutter, along with inlets constructed adjacent to the EOP on either side with new sidewalk connections to match existing facilities. Front slopes with the grade of 1:3 or flatter and finished with sod between curb and gutter and sidewalk. Sod on back slope will tie from the back sidewalk connecting to the existing ground. The vertical profile will consist of a flat grade with a low point being approximately 65 feet to the south of the tie-in point with US-1.

SR 5 (US-1) Plantation Oaks Boulevard – Ormond Beach

The work to be performed includes roadway reconstruction which will include expansion of the southbound intersection approach with one (1) through lane (11 feet), two (2) left turn lanes (11 feet each) and one (1) right turn lane (11 feet). The northbound lanes at the intersection will include one (1) thru lane (11 feet) and one (1) merge lane that varies from 0 feet to 11 feet. The expanded intersection will transition to match the existing two (2) lanes with pavement width of approximately 35 feet (individual lane widths ranging 11 to 12 feet with center chevron striping). There will be curb and gutter, along with inlets constructed adjacent to the EOP on either side with new sidewalk connections between US-1 and Atlantic Road. The roadway will match existing pavement at the Atlantic Road intersection. Existing pavement impacted by the intersection widening will be milled and resurfaced to approximately 270 feet north of Atlantic Road. Front slopes with the grade of 1:3 or flatter and finished with sod between curb and gutter and sidewalk. Sod on back slope will tie from the back sidewalk connecting to the existing ground. The vertical profile will consist of a flat grade with a low point being approximately 220 feet to the north of the tie-in point with US-1.

The DEPARTMENT'S concept plans for the above-described Project are identified as plans prepared by RS&H, Inc., dated August 28, 2025, for FPN 419772-3-52-01, and are anticipated to be updated prior to construction of the Project. A copy of the coversheet of the Roadway Plans is attached hereto as Exhibit "A-1," and the plans are incorporated by reference.

The remainder of this page intentionally left blank.

Exhibit “A-1” Roadway Plans

The cover sheet of the Roadway Plans is attached and the plans are incorporated by reference into this Agreement.

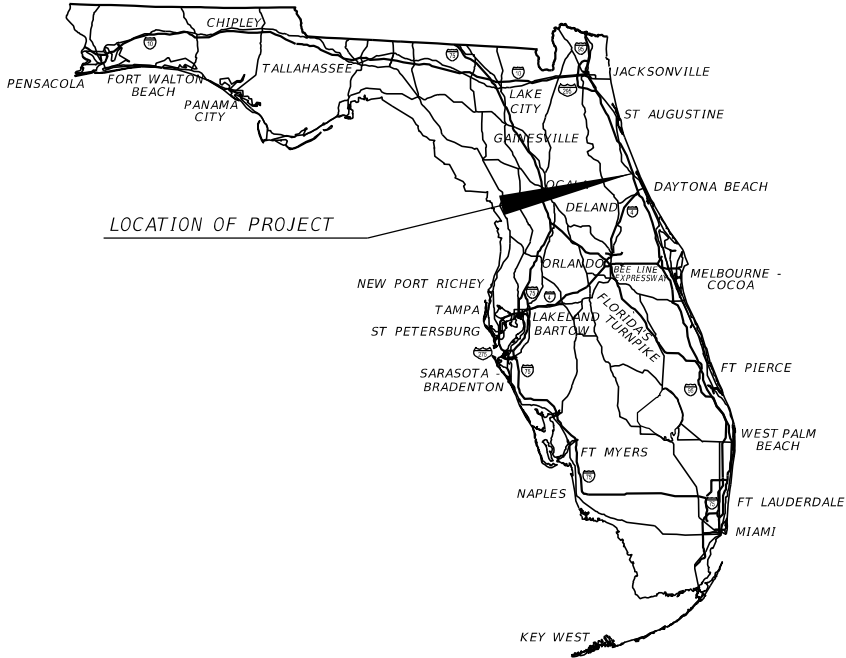
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROADWAY PLANS

FINANCIAL PROJECT ID 419772-3-52-01

VOLUSIA COUNTY (79002)

STATE ROAD NO. 9 (I-95)

RECONSTRUCT INTERCHANGE AT SR 9 (I-95) AND SR 5 (US-1)



CONTRACT PLANS COMPONENTS

ROADWAY
SIGNING AND PAVEMENT MARKING
SIGNALIZATION
INTELLIGENT TRANSPORTATION SYSTEMS
LIGHTING
STRUCTURE

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
1A	NOTES TO REVIEWERS
2	SIGNATURE SHEET
3	DRAINAGE MAP
4-32	TYPICAL SECTIONS
33-36	TYPICAL SECTION DETAILS
37	MODEL MANAGEMENT
38-48	PROJECT CONTROL
49	GENERAL NOTES
50-56	ROADWAY PLAN AND PROFILES
57-60	RAMP TERMINAL DETAILS
61-69	INTERSECTION DETAILS
70-71	SPECIAL DETAILS
72-78	DRAINAGE STRUCTURES
79-82	STORMWATER FACILITY PLANS
83-98	CROSS SECTIONS
99-198	TEMPORARY TRAFFIC CONTROL PLANS
GR-1*	SOIL SURVEY
UT-1 - UT-37	UTILITY ADJUSTMENTS
UTV-1 - UTV-7	VERIFIED UTILITY LOCATE

* These sheets are included in the Index of Roadway Plans only to indicate that they are part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed document.

DEVELOPMENTAL STANDARD PLANS (DSPs)

D528-001 DIRECTIONAL INDICATOR

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2026-27 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: N/A

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY2026-27 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

PROJECT LOCATION URL: <https://tinyurl.com/2xap4fua>

PROJECT LIMITS: BEGIN MP 39.572 - END MP 41.858

EXCEPTIONS: NONE

BRIDGE LIMITS: BR#790260 MP 40.597 TO MP 40.657
BR#790262 MP 40.802 TO MP 40.866
BR#790259 MP 0.386 TO MP 0.463
BR#790261 MP 0.349 TO MP 0.424

RAILROAD CROSSING: I-95 OVER FEC RAILROAD CROSSING #271916J - MP 40.638 AT CL RAILROAD TRACK

ROADWAY PLANS
ENGINEER OF RECORD:

EDWARD COLON, P.E.
P.E. LICENSE NUMBER 56855
RS&H, INC.
301 E PINE ST, SUITE 350
ORLANDO, FLORIDA 32801
(407) 893-5847
CONTRACT NO.: CAE95
VENDOR NO.: 592986466-002

FDOT PROJECT MANAGER:

KATHLEEN C. ENOT

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	27	1

Exhibit “B”
Local Government Resolution

Exhibit “C”
Table of Parcels to be Acquired

Parcel No.	Sheet No.	Land Area (Sqft)	Description
100A	11	849	Acquire fee in name of DEPARTMENT.
100B	11	879	Acquire fee in name of DEPARTMENT.
100D	12	168	Acquire fee in name of DEPARTMENT.
101A	11	1419	Acquire fee in name of DEPARTMENT.
101B	12	1540	Acquire fee in name of DEPARTMENT.
117C	12	125	Acquire fee in name of DEPARTMENT; transfer to City of Ormond Beach once construction is complete.
118B	12	928	Acquire fee in name of DEPARTMENT; transfer to City of Ormond Beach once construction is complete.
802A	11	2887	Storm Sewer Easement in name of DEPARTMENT.
802B	12	2859	Storm Sewer Easement in name of DEPARTMENT.
802C	12	19065	Storm Sewer Easement in name of DEPARTMENT.
808A	11	1824	Storm Sewer Easement in name of DEPARTMENT.
808B	12	2494	Storm Sewer Easement in name of DEPARTMENT.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	March 3, 2026	Item No	6.B.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Bid Award - Public Works Generator		
Recommended Action	Staff recommends approval of the bid award to Accurate Power and Technology, Inc. for the Public Works Generator project, in the amount of \$242,428.17.		
Strategic Goal	Public Safety - Ensure the physical security of City assets and operations.		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

The purpose of this time is to award a bid for the Public Works Generator project to Accurate Power and Technology, Inc.

The current generator located at Public Works is a mobile generator unit sized and purchased to be used to provide temporary power in the City's production well field in the event of power loss from a storm or other disruption of electrical service. The generator system proposed in this advertisement for bids is intended to be a permanently mounted system with an automatic transfer switch that can provide for continuous electric service to all departments housed at the public works facility in the event that electric service has been affected.

On December 2, 2025, the City Commission approved the advertisement for bids for the Public Works Generator project. Bids were received and opened on January 14, 2026, and the apparent low bidder was Accurate Power and Technology, Inc. with a corrected bid amount of \$242,428.17.

Financial Impact

Funding in the amount of \$350,000 was included in the FY 2025-26 budget, within Fund 409 - Water and Wastewater Renewal and Replacement (Capital).

Citizen Impact

A reliable back-up power source for the Public Works facilities will provide staff the ability to respond to emergencies during storms and power outages.

Attachments

1. 26-26 PW Generator-Accurate Power Tech (P26-0010G)
2. Accurate Power 00300 Bid & 0410 Bid Bond
3. Bid No. 2026-12 Certification Letter
4. Signed Bid Tab

RESOLUTION NO. 2026-26

A RESOLUTION ACCEPTING A BID FROM ACCURATE POWER AND TECHNOLOGY, INC. FOR SERVICES TO FURNISH AND INSTALL A GENERATOR AT 501 N. ORCHARD (PUBLIC WORKS BUILDING), UNDER BID NO. 2026-12; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2026-12) for services to furnish and install a generator at the City's Public Works building at 501 N. Orchard ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Accurate Power and Technology, Inc. with a corrected bid in the amount of \$242,428.17 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds for the Project have been appropriated to the credit of the Water and Wastewater Renewal & Replacement Fund (409) and that these funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by Accurate Power Technology, Inc. to perform the Project at a total cost not to exceed \$242,428.17 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with Accurate Power Technology, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Accurate Power Technology, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

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

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

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**SECTION 00300
BID**

CONTRACTORS NAME Accurate Power and Technology LICENSE NO. EC13007737

PROJECT IDENTIFICATION:

PUBLIC WORKS GENERATOR

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2026-12

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
<u>12-19-25</u>	<u>1</u>
<u>1-6-26</u>	<u>2</u>
_____	_____
_____	_____

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

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization/Demobilization	<u>1</u>	LS	<u>\$34,308.00</u>	<u>\$ 34,308.00</u>
2.	General Conditions	<u>1</u>	LS	<u>\$5,000.00</u>	<u>\$ 5,000.00</u>
3.	Demolition	<u>1</u>	LS	<u>\$5,000.00</u>	<u>\$ 5,000.00</u>
4.	Furnish and install generator	<u>1</u>	LS	<u>\$90,000.00</u>	<u>\$ 90,000.00</u>
5.	Furnish and install ATS	<u>1</u>	LS	<u>\$25,489.35</u>	<u>\$ 25,489.35</u>
6.	Furnish and install electrical equipment and wiring.	<u>1</u>	LS	<u>\$61,160.82</u>	<u>\$ 61,160.82</u>
7.	Furnish and install fence	<u>1</u>	LS	<u>\$10,000.00</u>	<u>\$ 10,000.00</u>
8.	Site work	<u>1</u>	LS	<u>\$6,500.00</u>	<u>\$ 6,500.00</u>
9.	Miscellaneous Allowances	<u>1</u>	LS	<u>\$5,000.00</u>	<u>\$5,000.00</u>

TOTAL BID

~~\$ 252,428.17~~ **\$242,428.17**

(Figures)

Forty

~~Two Hundred Fifty~~ **Two Thousand Four Hundred Twenty-Eight Dollars 17/100**

(Words)

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within 330 calendar days after the date when the Contract Time commences to run, and completed within 360 calendar days after the date when the Contract Time commences to run.

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

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

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System
- (h) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

- (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: 15519 West US Highway 441 Suite A101
Street Address: Same
City, State, Zip Code: Groves, FL 32726
Email: sonny@accuratepowerandtechnology.com
Telephone No.: 352.335.8285 Ext 100 Fax No.: 352.609.5165

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 January 14th, 2026.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By Accurate Power and Technology, Inc
(Corporation Name)

Florida
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

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

President
(Title)

(Corporate Seal)

Attest Kim Soballe

Business address: 15519 W. US Hwy 441
Suite A101
Eustis, FL 32726

Phone No.: 352.735.8285 Ext 100

Fax No.: 352.609.5165

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
<u>Fencing</u>	<u>AAA Fencing</u>
<u>Tree Removal</u>	<u>Twisted Pine Tree</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Subcontractors:

Work Classification: Fencing

Name: Rich Crescenzi

Address: 801 Orange Ave. Daytona, FL 32114

Phone Number: 386 253 4212 Fax Number: 386 253 2878

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Tree Removal

Name: Ryan Farner

Address: 17271 SE 165 Ave Wierosdale, FL 3295

Phone Number: 352.504.6168 Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

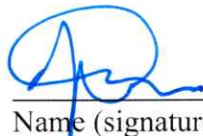
If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

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

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

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

	Estimated Quantity	Units	Unit Price	Total Estimated Price
N/A				
<u>ITEM</u>				
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheet piling/Shoring	_____	S.F.	_____	_____



Name (signature)

1-8-26

Date

Sonny J. Dukes

Name (typed or printed)

President

Title

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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



Name (signature)

1-8-26

Date

Sonny J. Dikes

Name (typed or printed)

President

Title

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.



To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[]

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.



The undersigned firm has had no litigation on any project in the last five (5) years.

[]

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Accurate Power and Technology
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

Sonny J Dikes.
NAME (PRINT OR TYPE)

President
TITLE

1-8-26
DATE

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Accurate Power and Technology
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

Sony J. Dicks
NAME (PRINT OR TYPE)

President
TITLE

1-8-26
DATE

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

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

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

1. Affiant is the President of Accurate Power and Technology
(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: 1-8-20, 2020 Signed: [Signature]

Title: President Print Name: Sonny J. Dukes

Entity: Accurate Power and Technology

STATE OF: Florida COUNTY OF: Lake

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

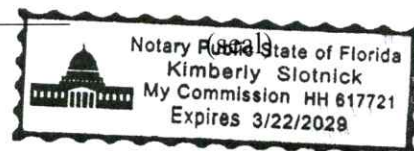
☐ online notarization, this 14 day of Jan., 2020,

by Sonny Dukes and who:

☒ is personally known to me; or ☐ has produced _____
as identification.

Kimberly Slotnick
Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission



My commission expires: 3/22/2029

This page must be completed & notarized.

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF Lake

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

1. My name is Sonny J Dukes, I am over the age of Twenty-One years old. I am the President of Accurate Power and Technology, 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: January 8th, 2026 Signature: [Signature]

Print Name: Sonny J Dukes

Title: President

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

☐ online notarization, this 14 day of Jan., 2026,

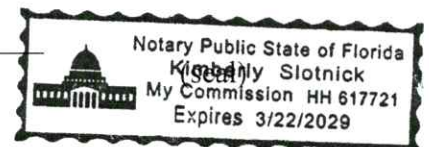
by Sonny Dukes and who:

☒ is personally known to me; or ☐ has produced _____
as identification.

Kimberly Sexton
Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission

My commission expires: 3/22/29



This page must be completed & notarized.

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

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 Ormond Beach, FL

By Sonny J Dukes, President

(print this individual's name and title)

for Accurate Power and Technology
(print name of entity submitting statements)

whose business address is 15819 W. US Highway 441 Suite A101 Eustis, FL 32726

and if applicable whose Federal Employer Identification Number (FEIN) is 20-2662060

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)(c), 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).

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

X 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

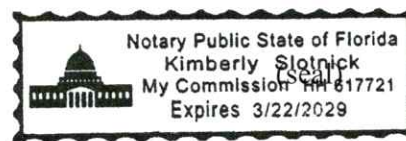
☐ online notarization, this 14 day of Jan., 20 20,

by Sonny Dukes and who:

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

Kimberly Slotnick

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission



My commission expires: 3/22/29

This page must be completed & notarized.

END OF BID
00300-19

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

Accurate Power and Technology, Inc.
(hereinafter called *Principal*) and

The Ohio Casualty Insurance Company
(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State of New Hampshire with its principal offices in the County of Suffolk, and authorized to do business in the State of Florida, in the full and just sum of Five Percent of Amount Bid Dollars (\$5% of amount bid) 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 **Public Works Generator (Bid No. 2026-12)** 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 7th day January, 2026.

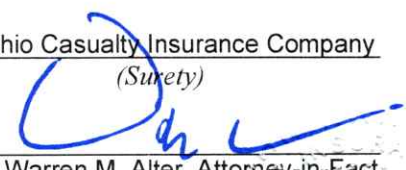
Accurate Power and Technology, Inc.
(Principal)

By: 

ATTEST:

As per attached power of attorney
(SEAL)

The Ohio Casualty Insurance Company
(Surety)

By: 

Warren M. Alter, Attorney-in-Fact

**END OF SECTION
00410 - 1**



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213376-984816**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David T. Satine; Jonathan A. Bursevich; Warren M. Alter

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



15519 U.S. Hwy 441
Eustis, FL 32726
Office: 352-735-8285
Fax: 352-609-5165

1/15/2026

Certification Letter

This is to acknowledge the error on the bid schedule, and I am confirming Accurate Power accepts this revised bid amount of \$242,428.17.

Thank you

Sonny J Dukes, President
State Electrical Contractor Lic EC13007737



BID OPENING TABULATION

Project: Public Works Generator
Bid Number: 2026-12

Date & Time: January 14, 2026 2:00 PM

Contractor	Add 1	Add 2	Bid Bond	Base Bid
Zabatt Engine	y	y	y	\$295,058.94
Accurate Power	y	y	y	\$252,728.17
RCM Utilites	y	y	y	\$311,700.00
Latour Enterprises	y	y	y	\$301,826.00
Shine and Company	y	y	n	\$399,000.00
Power Support	y	y	y	\$257,627.14
DDS Enterprises	y	y	y	\$348,500.00
Alternative Energy	y	y	y	\$259,048.26
Cavan Electric	y	y	y	\$270,000.00
Paul Culver	y	y	y	\$293,292.00

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

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Shannon Crotts
Customer Service Supervisor



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	March 3, 2026	Item No	6.C.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Bid Award - Lift Station 4P Rehabilitation		
Recommended Action	Staff recommends awarding items 1–21 of the base bid, forgoing item 22 of the base bid, and awarding item 23 of the alternate to Danus, in the amount of \$1,415,679.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

The purpose of this item is to award a bid for the Lift Station 4P Rehabilitation project.

This project primarily involves upgrades to existing Lift Station 4, located on Seminole Avenue at the south end of the former Osceola Elementary School; this lift station pumps wastewater from neighborhoods on the South Peninsula between Granada Boulevard and Rockefeller Drive. Components to be upgraded with this project include the replacement of pumps and controls with standard Xylem - Flygt pump assemblies, SCADA integration, equipment rack and electrical components.

On November 11, 2025, a disposition item for advertisement for competitive bidding was approved. This project was a bid with an alternate to upgrade metal piping to 316 Stainless Steel. On January 15, bids were opened, and the bids ranged from \$1,415,679 - \$1,669,698. Although the total bids were above the allocated funding amount, the value added by the Stainless Steel piping justifies the additional funds needed to award both the base and alternate bid. The low bidder, Danus Utilities, has successfully completed similar projects for the City and is recommended for this project.

Financial Impact

Funding is allocated in the FY 2025-26 budget in the amount of \$1,383,362, Fund 409 Water and Wastewater Renewal and Replacement, Lift Station Rehab. A budget amendment will be required to allocate the additional \$32,317 from the 409 fund.

Citizen Impact

Scheduling priority-based repairs for utility infrastructure provides reliable sanitary sewer treatment systems and regulatory operations.

Attachments

1. 26-27 Lift Stn 4P - Danus (P26-0007G)
2. Section 00300 Danus - Lift Station 4P Rehabilitation
3. BID 2026-04 signed bid tab

RESOLUTION NO. 2026-27

A RESOLUTION ACCEPTING THE BID OF DANUS UTILITIES, INC. REGARDING THE LIFT STATION 4P IMPROVEMENTS PROJECT, UNDER BID NO. 2026-04; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2026-04) regarding the lift station 4P improvements project (“Project”) in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the appropriate City staff members have reviewed the six bids received and have determined that the bid submitted by Danus Utilities, Inc. with a base bid of \$1,350,220.00, plus bid alternate #1 at \$355,779.00, for a total bid in the amount of \$1,705,999.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, Section 2-300(i), *Code of Ordinances*, provides that a bid may be accepted or rejected, in whole or in part, and the City’s professional staff recommends deleting line item 22 (\$290,320.00) and awarding the amended base bid of \$1,059,900.00 plus the bid alternate of \$355,779.00 for a total bid award of \$1,415,679.00, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Water and Wastewater Renewal and Replacement Fund (409) for the Project and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by Danus Utilities, Inc. to provide services for the Project is hereby accepted.

SECTION TWO. All other bids to provide services for the Project are hereby rejected upon the execution of a contract with Danus Utilities, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract between the City and Danus Utilities, Inc. for the performance of the Project in the amount of \$1,415,679.00 for the amended base bid (\$1,059,900.00) and bid alternate #1 (\$355,779.00), and to pay the cost therefor from the Water and Wastewater Renewal and Replacement Fund.

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

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

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**SECTION 00300
BID**

CONTRACTORS NAME Danus Utilities, Inc. LICENSE NO. CUC1224744

PROJECT IDENTIFICATION: LIFT STATION 4P IMPROVEMENTS

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2026-04

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>	
<u>11/14/2025</u>	<u>1</u>	1/9/2026 - 6
<u>12/2/2025</u>	<u>2</u>	
<u>12/5/2025</u>	<u>3</u>	1/13/2026 - 7
<u>12/12/2025</u>	<u>4</u>	
<u>12/31/2025</u>	<u>5</u>	

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

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BID

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LIFT STATION 4P IMPROVEMENTS

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
BASE BID					
General					
1	Mobilization / Demobilization (Maximum 5% of Bid)	1	LS	\$66,000.00	\$66,000.00
2	Survey and Layout	1	LS	\$3,500.00	\$3,500.00
3	Erosion and Sedimentation Control	1	LS	\$2,500.00	\$2,500.00
4	Submit Certified As-Built Drawings	1	LS	\$9,000.00	\$9,000.00
5	Permit Fees and Allowances	1	LS	\$50,000.00	\$50,000.00
Demolition/Relocation					
6	Remove Existing Odor Control Equipment, Concrete Slab and Wood Privacy Fence	1	LS	\$15,000.00	\$15,000.00
7	Relocate Generator and Fuel Tank to New Location	1	LS	\$63,000.00	\$63,000.00
8	Remove Generator Baffle Wall, Concrete Stairs, Metal Door, Retaining Wall and Handrail	1	LS	\$37,000.00	\$37,000.00

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BID

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LIFT STATION 4P IMPROVEMENTS

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
9	Remove All Equipment, Material, Piping, Conduit, Wiring, Lighting and Ventilation Equipment from within the Generator Room, Electrical Room, Pump Pit Area and Area Above the Electrical Room	1	LS	\$30,000.00	\$30,000.00
10	Remove All Building Material/Structure Above Elevation 13.00.	1	LS	\$45,000.00	\$45,000.00
11	Remove Cast-In-Place Concrete Roof Slab and Walls Down to Elevation 13.00 and 9.50.	1	LS	\$66,500.00	\$66,500.00
New Construction					
12	Construct New Asphalt Driveway	1	LS	\$45,000.00	\$45,000.00
13	Install (3) New Submersible Pumps	1	LS	\$5,000.00	\$5,000.00
14	Furnish & Install Flygt Pump Control Panel and All Accessories	1	LS	\$140,000.00	\$140,000.00
15	Construct New Cast-In-Place Concrete at Lift Station	1	LS	\$45,000.00	\$45,000.00
16	Connection to Existing 10" Force Main	1	LS	\$8,000.00	\$8,000.00
17	Furnish & Install 10-inch Line Stop	1	EA	\$30,000.00	\$30,000.00
18	Furnish & Install Tapping Sleeve and Valve	1	LS	\$25,000.00	\$25,000.00
19	Provide Temporary Sewage By-Pass Pumping System	1	LS	\$65,000.00	\$65,000.00
20	Furnish & Install New Electrical Equipment Rack, Disconnect Switch, RTU Panel, ATS , Meter and Accessories	1	LS	\$299,400.00	\$299,400.00
21	Furnish & Install Patch Strips to Repair Wet Well Liner	500	LF	\$20.00	\$10,000.00
22	Furnish & Install New Ductile Iron Pump Discharge Piping, Fittings, Valves, ARV and Flow Meter	1	LS	\$290,320.00	\$290,320.00

TOTAL BASE BID (Item Nos. 1-22)

~~-\$1,350,220.00~~ **\$1,059,900.00**

(Figures)

~~One Million, Three Hundred Fifty Thousand and 00/100 Dollars~~

(Words)

One Million, Fifty-nine Thousand, Nine Hundred and 00/100 Dollars

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BID

00300-3R

LIFT STATION 4P IMPROVEMENTS

**** Base Item 22 is being removed, Alternate Item 23 is being added in its place.**

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

ALTERNATE BID

23	Furnish & Install New 316 SS Pump Discharge Pipe and Fittings	1	LS	\$355,779.00	\$355,779.00
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TOTAL ALTERNATE BID (Item No. 23) \$ \$355,779.00

(Figures)

Thre Hundred Fifty-Five Thousand, Seven Hundred Seventy-Nine and 00/100 Dollars

(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 270 calendar days after the date when the Contract Time commences to run.

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BID

00300-4R

LIFT STATION 4P IMPROVEMENTS

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

ALTERNATE BID

17A	Additional Cost to Furnish & Install New 316 SS Pump Discharge Pipe and Fittings in place of Ductile Iron Pipe and Fittings in Bid Item No. 17	1	LS		
-----	--	---	----	--	--

TOTAL ALTERNATE BID (Item No. 17A) \$ _____

(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 270 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER FIVE HUNDRED AND 00/100 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.

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BID

LIFT STATION 4P IMPROVEMENTS

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BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

- ✓ (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

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

Mailing Address: Danus Utilities, Inc.

Street Address: 2320 Beardall Ave

City, State, Zip Code: Sanford, FL 32771

Email: robert@danusutilities.com

Telephone No.: 386-804-0068

Fax No.: 407-878-1254

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 January 15th, 2026.

Revised 1/15/25

BID

LIFT STATION 4P IMPROVEMENTS

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BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

An Individual

By N/A

(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

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LIFT STATION 4P IMPROVEMENTS

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BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By N/A _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

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LIFT STATION 4P IMPROVEMENTS

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BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

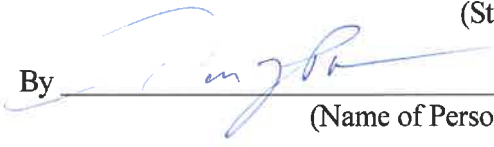
A Corporation

By Danus Utilities, Inc.

(Corporation Name)

Florida

(State of Incorporation)

By 

(Name of Person Authorized to Sign - Signature)

Daniel J Pardus

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

President

(Title)

(Corporate Seal)

Attest _____

Alice M Pardus - Secretary

Business address: 2320 Beardall Ave, Sanford, FL 32771

Phone No.: 386-804-0068

Fax No.: 407-878-1254

Revised 1/15/25

BID

LIFT STATION 4P IMPROVEMENTS

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BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By N/A

(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.)

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LIFT STATION 4P IMPROVEMENTS

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10

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>SECTION</u>	<u>ITEM</u>	<u>MANUFACTURER</u>
02616	Ductile Iron Pipe	U.S. Pipe
02616	Ductile Iron Fittings	Star Pipe
02623	PVC Pipe	National or Sanderson
15066	Stainless Steel Pipe and Fittings	Pipe-Sun City / Fittings - Pantech
15101	Gate Valves	Mueller
15110	Check Valves	GA Industries
15122	Air Release Valves	ARI
15155	Magnetic Flow Meter	Rosemount

Subcontractors:

Work Classification: Asphalt

Name: Seminole Paving

Address: 2283 W Airport Blvd Sanford, FL 32771

Phone Number: (407) 323-0111 Fax Number: _____

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BID

LIFT STATION 4P IMPROVEMENTS

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BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Concrete

Name: Formasters Concrete

Address: PO Box 1026 Lake Helen, FL. 32744

Phone Number: 386-804-3627 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: _____

Revised 1/15/25

BID

~~-00300-11~~

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LIFT STATION 4P IMPROVEMENTS

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

<u>ITEM</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1. Trench Excavation	<u>10</u>	L.F.	<u>100</u>	<u>\$1,000.00</u>
2. Sheeting/Shoring	<u>100</u>	S.F.	<u>\$10.00</u>	<u>\$1,000.00</u>



1/15/2026

Name (signature)

Date

Daniel J Pardus

Name (typed or printed)

President

Title

Revised 1/15/25

BID

LIFT STATION 4P IMPROVEMENTS

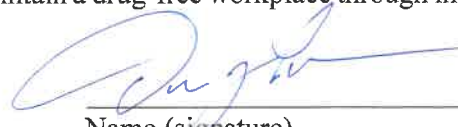
-00300-12
00300-13

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

	1/15/2026
Name (signature)	Date
Daniel J Pardus	
Name (typed or printed)	
President	
Title	

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BID

LIFT STATION 4P IMPROVEMENTS

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00300-14

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

2.

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

Danus Utilities, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Daniel J Pardus

NAME (PRINT OR TYPE)

President

TITLE

1/15/2026

DATE

Revised 1/15/25

BID

LIFT STATION 4P IMPROVEMENTS

~~00300-14~~
00300-15

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: Danus Utilities, Inc.

Address: 2320 Beardall Ave, Sanford, FL 32771

Business or Contractor License Number: CUC1224744

Phone Number: 386-804-0068 Fax Number: 407-78-1254

Owner's Name: Daniel J Fardus Signature: _____

Sworn to before me this 14 day of January 2026

Notary Public for the State of Florida My Commission Expires October 23, 2029

Notary Public Signature: _____

Printed Name: Robert H Brown

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

Revised 1/15/25

BID

LIFT STATION 4P IMPROVEMENTS

-00300-16

00300-17

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Danus Utilities, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Daniel J Pardus

NAME (PRINT OR TYPE)

President

TITLE

1/15/2026

DATE

Revised 1/15/25

BID

LIFT STATION 4P IMPROVEMENTS

~~00300-17-~~

00300-18

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

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

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

1. Affiant is the President of Danus Utilities, Inc.
(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: January 15th, 2026 Signed: [Signature]

Title: President Print Name: Daniel J Pardus

Entity: Danus Utilities, Inc.

STATE OF: FLORIDA COUNTY OF: SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 15 day of January, 2026,
by Daniel J Pardus and who:

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

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission

My commission expires: October 23, 2029

This page must be completed & filed with the



(seal)

Revised 1/15/25
BID

~~00300-18-~~
00300-19

LIFT STATION 4P IMPROVEMENTS

BID (Cont'd.)
LIFT STATION 4P IMPROVEMENTS
ORMOND BEACH, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

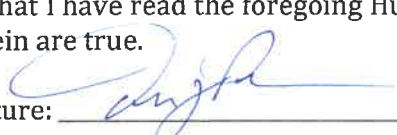
STATE OF FLORIDA
COUNTY OF SEMINOLE

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

1. My name is Daniel J Pardus. I am over the age of Twenty-One years old. I am the President of Danus Utilities, Inc., 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.

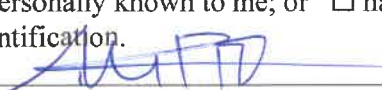
Date: December 16, 2025 Signature: 

Print Name: Daniel J Pardus

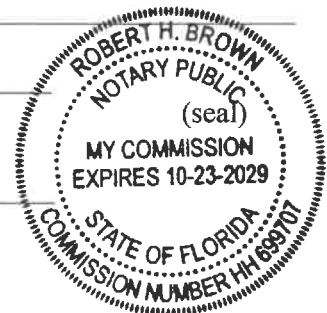
Title: President

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 15 day of January, 2026,
by Daniel J Pardus and who:

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


Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission

My commission expires: October 23, 2029



This page must be completed & notarized.

~~**END OF BID**~~

Revised 1/15/25
BID

LIFT STATION 4P IMPROVEMENTS

00300-19-
00300-20

SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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 City of Ormond Beach
[print name of public entity]

by Daniel J Pardus - President
[print individual's name and title]

for Danus Utilities, Inc.
[print name of entity submitting sworn statement]

whose business address is 2320 Beardall Ave, Sanford, FL 32771

and if applicable, its Federal Employer Identification Number (FEIN) is 27-0404772

(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)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction 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 proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.122(1)(b), FLORIDA STATUTES, means a finding of guilt or a conviction of a public entity crime, with or without an 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 "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

1. A predecessor or successor of a person convicted of a 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.

2a. 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 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 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or any 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 proposals or applies to proposal on contracts for the provision of goods

00300-21

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, directors, 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 are true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered 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. **[Attach 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 THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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]

January 15, 2026

[date]

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this January 15, 2026 [date]

by Daniel J Pardus - President [name and title] of

Danus Utilities, Inc. [name of corporation], a Florida

[state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known

to me or has produced Personally Known [type of identification] as identification and did (did

not) take an oath.

[notary]



Robert H Brown

HH699707

END OF BID

00300-22



January 15, 2026 at 3:00 PM

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

Opened by: Lane Carter
Civil Engineer



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	March 3, 2026	Item No	6.D.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Work Authorization - McKim & Creed Construction Admin Services, Lift Station 4P Rehab		
Recommended Action	Staff recommends approval of the Work Authorization with McKim & Creed, Inc. in the amount of \$115,974 for construction administrative services for the Lift Station 4P Rehabilitation.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Engineering Alex Schumann, Utilities Manager		

Summary

This is a Work Authorization with McKimm & Creed, Inc. for construction administration services for the Lift Station 4P Rehabilitation Project.

On November 4, 2025, City Commission approved the bid advertisement for the Lift Station 4P Rehabilitation Project, Bid No. 2026-04.

This project primarily involves upgrades to existing components, which includes replacement of pumps and controls with standard Xylem - Flygt pump assemblies, SCADA integration, equipment rack and electrical components.

Staff negotiated a scope of work and cost with McKim & Creed to provide construction administration services in the amount of \$115,974, which is approximately 8.16% of the construction cost and is consistent with past contracts.

The services included in this proposal will supplement the work of City staff by providing subject-matter experts in the oversight of this project to ensure proper construction and finalize all necessary certifications associated with this project's permits. The Engineer of Record will review and approve shop drawings, respond to requests for information from the contractor, conduct on-site visits, and provide construction-related direction to the contractor.

Financial Impact

A budget amendment will be required to allocate funds for the construction administration services from Fund 409 - Water & Wastewater Annual Fund in the amount of \$115,974.

Citizen Impact

This work authorization will ensure the project is constructed per the plans and in a manner that allows for peak operation.

Attachments

1. 26-28 Lift Stn 4P Rehab-McKim & Creed (P25-0175G)
2. Work Authorization - McKim Creed - Construction Admin

RESOLUTION NO. 2026-28

A RESOLUTION ACCEPTING A PROPOSAL FROM McKIM & CREED, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE LIFT STATION 4P REHABILITATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Contract between the City and McKim & Creed, Inc., the appropriate City staff members have negotiated with McKim & Creed, Inc. to provide construction administration services for the Lift Station 4P rehabilitation project (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$115,974.00, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Water & Wastewater Fund (409) for the Project and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The proposal submitted by McKim & Creed, Inc. to perform the Project in the amount of \$115,974.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with McKim & Creed, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Water & Wastewater Fund.

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

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

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

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

Project Title: Lift Station 4P Improvements – Construction Phase Services

Project Description: Construction phase services for the Lift Station 4P Improvements project, as detailed in the attached proposal dated November 2025.

Estimated Project Construction Cost: \$1,383,362.00

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Construction Phase Services	Fixed Fee	\$115,974.00
Total Fee Authorized:	Not to Exceed	<u>\$115,974.00</u>

Funding Source: Water & Wastewater Annual Fund (409)

Estimated Time for Completion: 270 Days from Notice to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
MCKIM & CREED, INC.

By: _____
Jason Leslie
Mayor

By: _____
Charles Hill, P.E.
Senior Project Manager

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

**CITY OF ORMOND BEACH
LIFT STATION 4P IMPROVEMENTS
CONSTRUCTION PHASE SERVICES PROPOSAL**

SCOPE OF SERVICES

NOVEMBER 2025

I. BACKGROUND

McKim & Creed, Inc. (hereinafter referred to as CONSULTANT) will be retained by The City of Ormond Beach, (hereinafter referred to as CITY), to provide construction phase services for the conversion of Lift Station 4P from a wet pit/dry pit lift station to a submersible-type lift station.

II. SCOPE OF WORK

The CONSULTANT'S Scope of Services on this project includes the following tasks:

A. Task 1 – Construction Phase Services

1. CONSULTANT shall advise and consult with the CITY for post design and construction activities. CONSULTANT will act as the CITY's representative as provided in the General Conditions of the Contract Documents concerning construction administrative matters as hereinafter described.
2. For the purposes of this Scope of Services, it is assumed construction phase services will occur over a period of two hundred seventy (270) days, or two hundred forty (240) days from the Notice to Proceed to Substantial Completion and 30 days from Substantial Completion to Final Completion, in accordance with the proposed construction contract between the City and the Contractor. If the contract time between the CITY and the Contractor is extended, the CONSULTANT will be provided the opportunity to adjust the fee accordingly.
3. CONSULTANT shall attend and represent the CITY at preconstruction, progress, and project closeout meetings with the Contractor, surveyors, or layout personnel and construction quality control testing personnel. Due to the expected difficulty of the project, it is recommended that progress meetings be held twice a month. CONSULTANT will also review and monitor Contractor's construction schedule and advise the CITY of any anticipated project delays and/or early completion indicated through such review and through construction progress observation.
4. CONSULTANT shall check and review shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Drawings, Specifications, and other Contract Documents.

5. CONSULTANT shall issue all instructions of the CITY to the Contractor and prepare Field Orders as required. CONSULTANT may, as the CITY's representative, require special inspection or testing of the work (whether or not fabricated, installed or completed). CONSULTANT shall act as interpreter of the terms and conditions of the Contract Documents and be judge of the performance hereunder by the CITY and the Contractor and make decisions on all claims of the CITY and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto; however, CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by CONSULTANT in good faith.
6. CONSULTANT will perform weekly on-site observation (3 hours weekly) of construction to ensure on-going activities are in accordance with the Drawings and Specifications. It is understood the CITY will provide a Project Representative for daily construction observation. It is anticipated the CITY's Project Representative will perform the following activities: prepare detailed daily construction activities and observation reports; take digital photos of the construction progress; sign copies of pressure test results for the completed piping.
7. Based on on-site observation as an experienced and qualified design professional, CONSULTANT will keep the CITY informed as to the progress of the work, will endeavor to guard the CITY against defects and discrepancies and shall coordinate with the CITY and the Contractor as to disapproving or rejecting work which fails to meet the project plans, specifications or other Contract Documents.
8. Construction observation work shall not make CONSULTANT responsible to find or note discrepancies in the work nor for the Contractor's failure to perform the construction work in accordance with the plans, specifications or other Contract Documents.
9. CONSULTANT shall not provide a record of the Contractor's activities throughout the construction, nor do notations on the nature and cost of any extra work or changes ordered during construction. CONSULTANT is not responsible for the performance of the construction contract by the Contractor. In order to maintain a complete record of activities and changes, CONSULTANT shall rely on the CITY to provide information based on inspections conducted by the CITY.
10. CONSULTANT shall, in conjunction with other CITY representatives, conduct punch list and final observations of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other Contract Documents. These observations shall form the basis for CONSULTANT's review and recommendation for payment on the Contractor's final pay request.
11. CONSULTANT shall review Contractor provided as-built drawings/surveys and other as-built data for installed facilities and bring any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY and Contractor.

12. CONSULTANT shall coordinate with the Contractor regarding provision of the construction as-built drawings prior to final on-site inspections and punch list preparation.
13. CONSULTANT shall not be responsible for the acts or omissions of the Contractor or any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the construction contract, or of others.

III. SCHEDULE

The following schedule is proposed. Times are shown after a Notice to Proceed is issued.

TASK 1: Construction Services270 days (Final Completion)

IV. COMPENSATION & BILLING

Our proposed Lump Sum Fee for Construction Services for this Project is **\$115,974.00**. Our Fee Matrix is included as Exhibit A.

V. ASSUMPTIONS AND EXCLUSIONS

1. This Scope of Services is based upon a construction time of 240 calendar days for substantial completion and 270 days for final completion.
2. It is understood that the CITY will supply the Project Representative for the project. CONSULTANT will supply limited on-site observations only.
3. Additional time and site visits above the allotted three (3) hours weekly stated above in Item #7 in Section II, Part A will be completed on a time and material basis and will not be performed without written authorization by the CITY. Hourly rates for these services will be based on the Fee Matrix included in Exhibit A.
4. Additional service outside of the above-mentioned Scope of Services will be conducted on a time and material basis based on the Fee Matrix included in Exhibit A. Additional services will not be performed without written approval from the CITY.
5. CONSULTANT shall NOT determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts.

K:\Water\City Of Ormond Beach, FL\254837_LS 4P Improvements-Construction Ph Svcs\07_Contracts & Project_Setup\06_Scope And Fee\254837 - LS 4P Impr Constr Ph Services Nov 2025 - Scope_CHH.Docx

EXHIBIT A
FEE MATRIX
CITY OF ORMOND BEACH
LIFT STATION 4P IMPROVEMENTS CONSTRUCTION PHASE SERVICES
SCOPE OF SERVICES
NOVEMBER, 2025

STAFF CLASSIFICATION		Project Manager III		Technical Specialist II		Project Engineer III		Electrical Project Engineer III		CAD Designer IV		Sr. Project Administrator		TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	\$239	RATE:	\$281	RATE:	\$213	RATE:	\$213	RATE:	\$166	RATE:	\$109	
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	
1	CONSTRUCTION PHASE SERVICES													
1.1	Attend Pre-Construction Conference	2	\$478			4	\$852					4	\$436	
1.2	Attend Construction Progress Meetings	16	\$3,824			36	\$7,668	32	\$6,816			16	\$1,744	
1.3	Review Shop Drawings and Other Submittals	6	\$1,434	24	\$6,744	24	\$5,112	32	\$6,816			16	\$1,744	
1.4	Respond to Contractor RFI's/Additional Work Authorizations	6	\$1,434			20	\$4,260	24	\$5,112	20	\$3,320	12	\$1,308	
1.5	Review Pay Request Applications													
1.6	Perform Site Visits	24	\$5,736	8	\$2,248	120	\$25,560	40	\$8,520					
1.7	Attend Substantial and Final Observations of Work	4	\$956			8	\$1,704	8	\$1,704			6	\$654	
1.8	Review As-Built Drawings/Provide Comments					12	\$2,556	8	\$1,704	32	\$5,312	2	\$218	
TOTAL:		58	\$13,862	32	\$8,992	224	\$47,712	144	\$30,672	52	\$8,632	56	\$6,104	\$115,974





City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	March 3, 2026	Item No	6.E.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Work Authorization - Manhole Replacement Services, Hazen Construction		
Recommended Action	Staff recommends approval of the Work Authorization for Manhole Replacement Services to Hazen Construction, LCC, for the not-to-exceed amount of \$549,186.62.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Public Works Operations Manager		

Summary

This is a request to approve a Work Authorization with Hazen Construction, LLC for services related to replacement of manholes along Clyde Morris and along Sunshine Boulevard in the Airport business park region.

During routine inspections, utility staff noted that three manholes within the City's collection system are showcasing symptoms of excessive settlement. Further investigations along with comparison of surveyed conditions with as-built documents has since confirmed that the base elevations of the manholes in question have dropped, in some case by more than 12 inches. Continuation of this settlement will cause further damages to the existing gravity sewer system as well as to the surrounding asphalt pavement in the regions near the manholes. One of these manholes is located near the intersection of Clyde Morris and South Forty, while the other two manholes are located along Sunshine Boulevard. Graphical images showcasing approximate locations of these manholes have been attached to this agenda item for reference purposes.

The attached proposal from Hazen Construction, LLC, reflects the work needed to correct the settlement issues. Work activities within the proposal primarily include bypass pumping, excavation, temporary traffic control (TTC), removal of the existing manholes, stabilization of the base, installation of new manholes, reconnection of existing gravity mains, and restoration of the project areas.

On September 17, 2025, the City Commission approved Resolution 2025-147, which authorized the execution of continuing contracts with six underground utility contractors. Hazen

Construction, LLC, has extensive experience with the City's wastewater collection system, which allows them to provide well-suited, economical construction management services for this project.

Financial Impact

Funding for this \$549,186.62 work authorization is included in the FY 2025-26 Fund 409 Water and Wastewater System Improvements.

Citizen Impact

Scheduling replacement of existing utility infrastructure components provides for a more reliable wastewater collection system for the City's utility customers.

Attachments

1. 26-29 Manhole Rehab-Hazen (P26-0009G)
2. Work Authorization
3. Clyde Morris Work Area
4. Sunshine Blvd Project Map

RESOLUTION NO. 2026-29

A RESOLUTION ACCEPTING A PROPOSAL FROM HAZEN CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES REGARDING THE MANHOLE REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Contract for Underground Utility Construction Management Services between the City and Hazen Construction, LLC, the appropriate City staff members have negotiated with Hazen Construction, LLC to provide construction services for the replacement of two manholes on Sunshine Blvd. and one at the intersection of Clyde Morris Blvd. and South Forty Trail (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$549,186.62, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Water & Wastewater Fund (409) for the Project and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The proposal submitted by Hazen Construction, LLC to perform the Project at a total cost not to exceed \$549,186.62 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with Hazen Construction, LLC for the performance of the Project at the said price, and to pay the cost thereof from the Water & Wastewater Fund.

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

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

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Underground Utility Construction Management Services dated September 17, 2025, between the City of Ormond Beach, Florida, and Hazen Construction, LLC, the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Manhole Rehabilitation 25/26FY

Project Description: All labor, equipment, and materials necessary to remove and replace two sanitary manholes on Sunshine Boulevard and one sanitary manhole at Clyde Morris & South Forty, as detailed in the attached proposal dated January 21, 2026.

Estimated Project Construction Cost: \$549,186.62

Schedule of Payments and Fee Basis		
Required Work Task	Fee Basis	Fee
Sunshine Boulevard Manholes	Guaranteed Maximum Price	\$314,364.24
Clyde Morris & South Forty Manhole	Guaranteed Maximum Price	\$234,822.38
Total Fee Authorized:	Not to Exceed	\$549,186.62

Funding Source: Water & Wastewater Fund (409)

Estimated Time for Completion: Sixty (60) days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
HAZEN CONSTRUCTION, LLC

By: _____
Jason Leslie
Mayor

By: _____
Chad S. Hazen
Owner

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

HAZEN CONSTRUCTION, LLC

January 21, 2026

VIA EMAIL: Trevor.Neal@ormondbeach.org

City of Ormond Beach
501 N Orchard Street
Ormond Beach, FL 32174
Attn: Trevor Neal

RE: City of Ormond Beach – Sanitary Sewer Manhole Replacements

Dear Trevor,

Hazen Construction is pleased to submit this revised proposal for the above-mentioned project. Our guaranteed maximum lump sum price of **\$549,186** includes the performance bond, labor, equipment, and materials needed to remove and replace three (3) sanitary manholes as described at each location:

Sunshine Boulevard – Two (2) Manhole Replacements \$314,364

- Set up Maintenance of Traffic (MOT)
- Barricade work area, open cut, set up well points and dewatering
- Set up one (1) temporary bypass systems for existing gravity sewer systems on Sunshine Blvd
- Temp base through 7 Sunshine Blvd to create access to 9 Sunshine Blvd
- Excavate, remove and replace (2) 48" Dia 12-14' Manhole with eccentric cone
- Remove and replace up to 35 LF of 8" SDR 26 as needed from each invert
- Reconnection of Sanitary Sewer Laterals if needed
- Backfill, compact, and grade limerock base in open cuts
- Repave open cuts with 1.5" Asphalt – approximately 3000 SF
- Clean and CCTV approximately 1,170 LF on Sunshine from Aviator Way to 7 Sunshine Blvd
- Repaved areas are not to exceed disturbed limits
- Restoration of sod as needed
- Approximately 2-3 weeks to complete project

Clyde Morris and South Forty - One (1) Sanitary Manhole Replacement \$234,822

- Submit MOT Plan and set up message boards one week in advance of project start
- Set up lane closures of Clyde Morris Blvd – one lane each direction to be kept open
- Set up two (2) temporary bypass systems for existing gravity sewer systems on South Forty Trl to forcemain on Clyde Morris Blvd and Ormond in the Pines Retirement Facility
- Each bypass system location to have two (2) pump set ups with cellular callouts
- Open cut road – approximately 20'x20' on Clyde Morris Blvd
- Set up wellpoint dewatering and trench across Clyde Morris Blvd
- Discharge to pond inside Ormond in the Pines Retirement Facility

**1599 Tionia Road
New Smyrna Beach, Florida 32168**

**Phone: 386 322-8700
Fax: 386 756-0000**

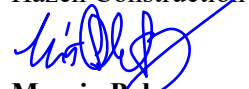
HAZEN CONSTRUCTION, LLC

- Temporary asphalt patch of dewatering discharge pipe trench on Clyde Morris Blvd
- Excavate around manhole and set up trench safety equipment
- Remove and replace 48" sanitary manhole and haul debris
- Cut back and replace up to 10 LF of pipe each way and connect to existing pipe with PVC repair sleeves
- Backfill and compact within open cut, add road base up to 20 CY
- Pavement patch - approximately 500 SF with SP-9.5
- Remove temporary bypass systems and pavement patch suction pipe trenches up to 4' wide
- Replace bahia sod as needed – up to 1000 SF
- Price assumes existing sanitary pipe is 8-10" SDR 26 PVC
- Subject to Volusia County approval
- Estimated 3-4 weeks for Clyde Morris Blvd to reopen from start of mobilization

Exclusions / Qualifications:

1. This proposal may be withdrawn by us if not accepted within thirty (30) days
2. Our price is based on quantities and units as stated above
3. Permits or inspection fees are not included
4. Meters or connection fees are not included
5. Striping is not included
6. Watering of sod is not included
7. Select backfill removal and/or disposal of any unsuitable material is not included
8. Engineer design plans and as-builts not included – Manhole discharge will be cored to meet existing pipe slopes
9. City to provide benchmarks for surveying if sanitary as-builts are required
10. Reconnect of existing sanitary sewer laterals only if connected on replaced main lines
11. Our price assumes the road can be completely shut down within both work areas

Sincerely,
Hazen Construction



Marcia Palmer
Project Engineer

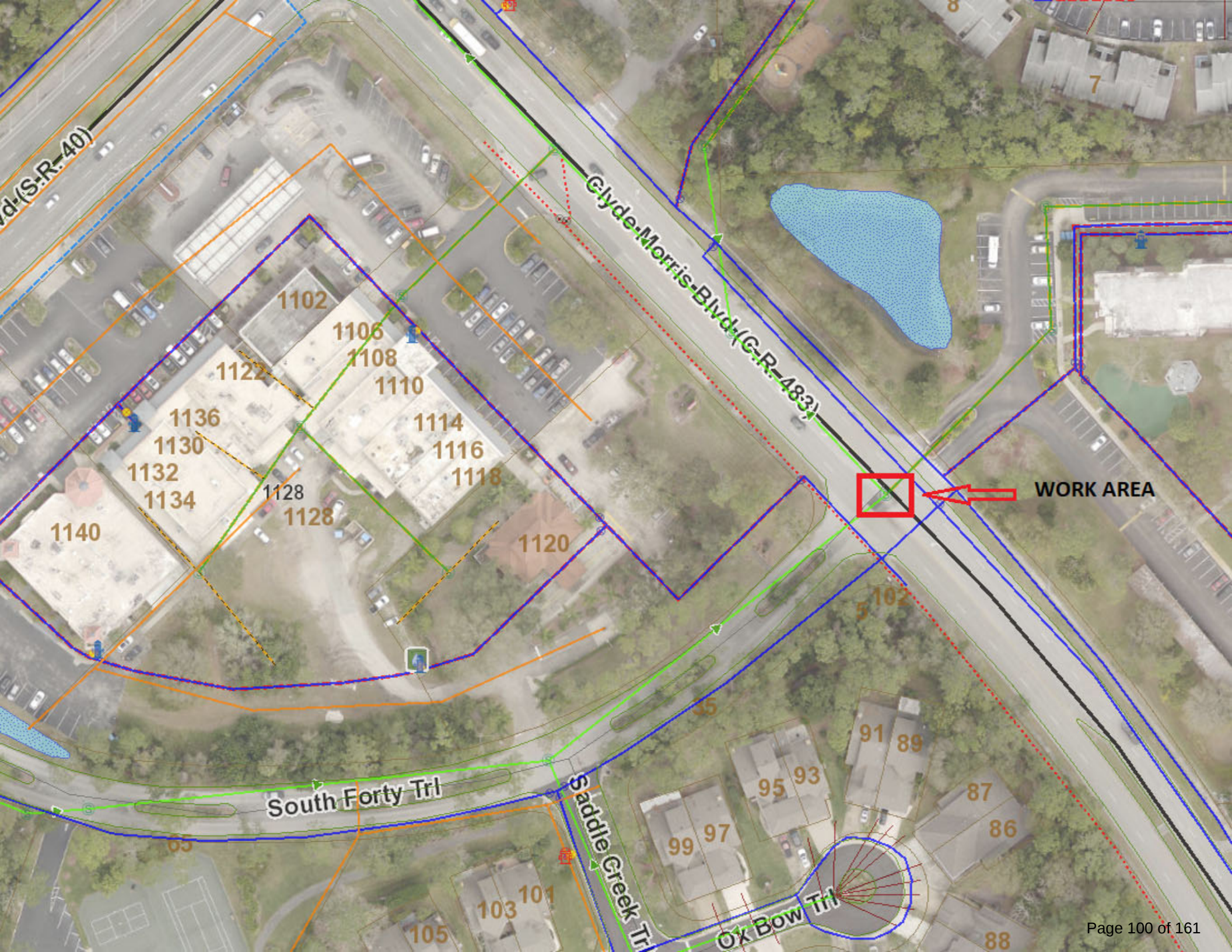
Fee Schedule

City of Ormond Beach

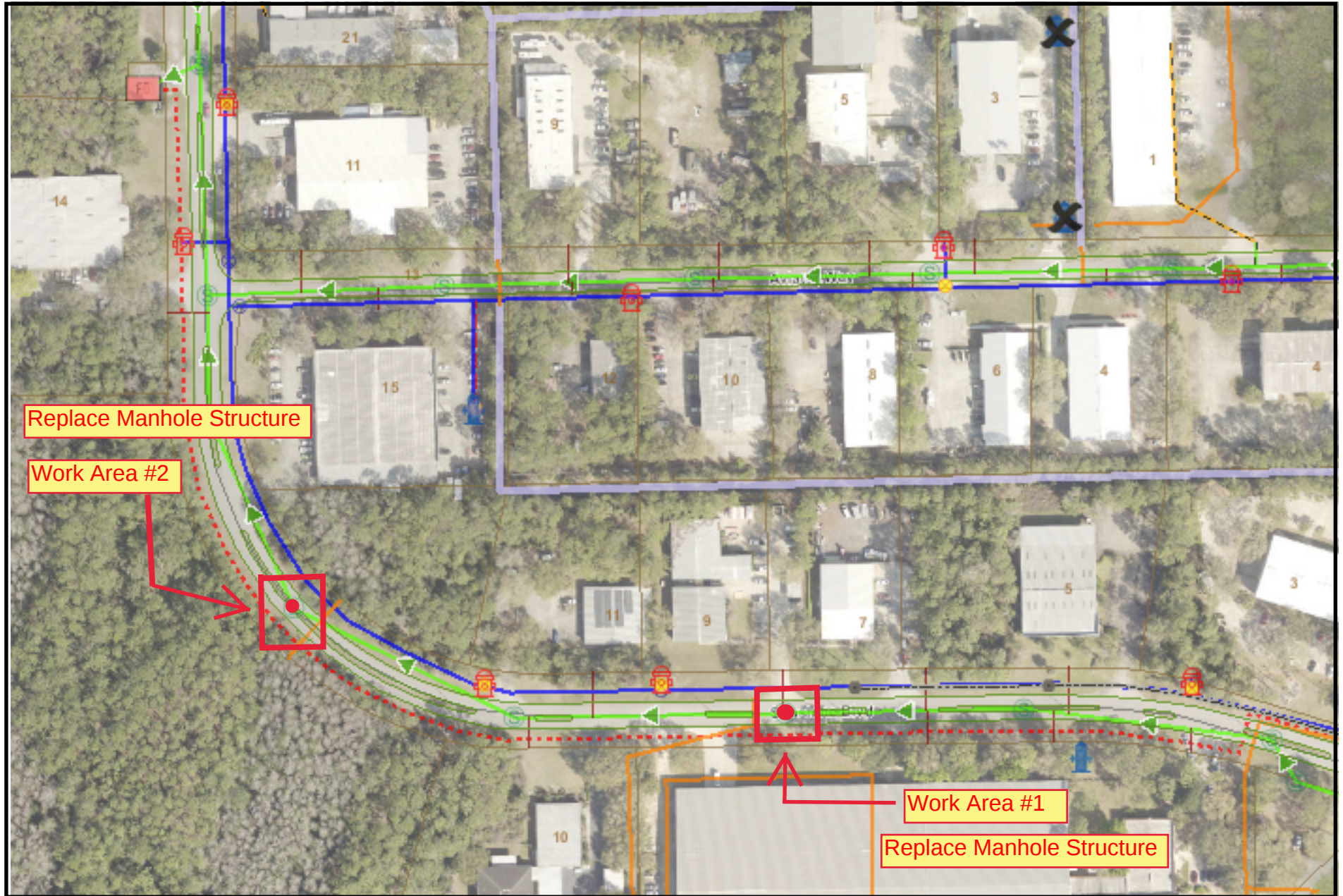
Sunshine Blvd and Clyde Morris + S Forty Manhole Replacements

1/21/2026

Row	Description	Unit	Labor Cost	Material Cost	Total
Sunshine Blvd Manhole Replacements (2)					
1	Project Clean up	10 Hours	\$ 5,112.00	\$ 2,070.00	\$ 7,182.00
2	Create Temporary access for 7 Sunshine	1 Day	\$ 2,140.00	\$ 948.87	\$ 3,088.87
3	MOT Set up and Maintenance Work Area #1	2 Weeks	\$ 7,200.00	\$ 446.20	\$ 7,646.20
4	Opencut Road	2 Hours	\$ 1,488.00	\$ 182.25	\$ 1,670.25
5	Set up Dewatering	4 Hours	\$ 1,173.00	\$ 863.65	\$ 2,036.65
6	Dewatering Activity	7 Days	\$ 3,024.00	\$ 10,399.20	\$ 13,423.20
7	Bypass Set up	1 Day	\$ 9,552.00	\$ 16,303.54	\$ 25,855.54
8	Safety Trench Set up and Removal	1 Week	\$ 979.20	\$ 1,120.56	\$ 2,099.76
9	Remove and Replace Manhole #1	5 Days	\$ 32,107.20	\$ 21,267.60	\$ 53,374.80
10	Backfill and Compact Trench	12 Hours	\$ 4,011.20	\$ 770.50	\$ 4,781.70
11	Remove temporary access	1 Day	\$ 1,868.75	\$ -	\$ 1,868.75
12	Add Limerock	2 Hours	\$ 3,124.60	\$ 3,790.80	\$ 6,915.40
13	Pave with SP 9.5	1 Day	\$ 3,549.00	\$ 8,625.00	\$ 12,174.00
14	Restoration of Work Area #1	1 Day	\$ 9,375.00	\$ 3,162.50	\$ 12,537.50
15	MOT Set up and Maintenance Work Area #2	2 Weeks	\$ 7,200.00	\$ 446.20	\$ 7,646.20
16	Opencut Road	2 Hours	\$ 1,488.00	\$ 182.25	\$ 1,670.25
17	Set up Dewatering	4 Hours	\$ 1,173.00	\$ 866.53	\$ 2,039.53
18	Dewatering Activity	7 Days	\$ 3,024.00	\$ 10,399.20	\$ 13,423.20
19	Bypass Relocate and Set up	2 Day	\$ 10,746.00	\$ 16,303.54	\$ 27,049.54
20	Safety Trench Set up and Removal	1 Week	\$ 979.20	\$ 1,120.56	\$ 2,099.76
21	Remove and Replace Manholes	5 Days	\$ 32,107.20	\$ 21,267.60	\$ 53,374.80
22	Backfill and Compact Trench	12 Hours	\$ 4,011.20	\$ 770.50	\$ 4,781.70
23	Add Limerock	2 Hours	\$ 3,124.60	\$ 3,790.80	\$ 6,915.40
24	Pave with SP 9.5	1 Day	\$ 5,299.00	\$ 9,776.15	\$ 15,075.15
25	Restoration of Work Area #2	1 Day	\$ 10,625.00	\$ 2,932.50	\$ 13,557.50
26	Jet Vac and Video 1,170 LF of Sanitary Pipe	2 Days	\$ 7,164.00	\$ 1,031.55	\$ 8,195.55
Clyde Morris Blvd and South Forty Manhole Replacement (1)					
28	Project Clean up	5 Hours	\$ 2,556.00	\$ 1,035.00	\$ 3,591.00
29	MOT Set up and Maintenance	3 Weeks	\$ 41,321.60	\$ 6,456.50	\$ 47,778.10
30	Set up two (2) temporary bypass pumps on South Forty Trl Clyde Morris	1 Day	\$ 9,552.00	\$ 22,248.00	\$ 31,800.00
31	Set up two (2) temporary bypass pumps on Ormond in the Pines Retirement Facility	1 Day	\$ 9,552.00	\$ 16,303.54	\$ 25,855.54
32	Opencut Clyde Morris Blvd	2 Hours	\$ 1,488.00	\$ 182.25	\$ 1,670.25
33	Set up Dewatering	4 Hours	\$ 1,173.00	\$ 863.65	\$ 2,036.65
34	Dewatering Activity	10 Days	\$ 4,320.00	\$ 14,856.00	\$ 19,176.00
35	Safety Trench Set up and Removal	2 Weeks	\$ 979.20	\$ 1,600.80	\$ 2,580.00
36	Remove and Replace Manhole	5 Days	\$ 32,107.20	\$ 21,267.60	\$ 53,374.80
37	Backfill and Compact Trench	12 Hours	\$ 4,011.20	\$ 770.50	\$ 4,781.70
38	Add Limerock	2 Hours	\$ 2,940.80	\$ 6,017.90	\$ 8,958.70
39	Pave with SP 9.5	1 Day	\$ 3,549.00	\$ 7,866.00	\$ 11,415.00
40	Remove temporary bypass systems	1 Day	\$ 3,204.50	\$ 2,143.60	\$ 5,348.10
41	Restoration of Work Area	2 Days	\$ 10,625.00	\$ 2,932.50	\$ 13,557.50
Subtotals:			\$ 299,024.65	\$ 243,381.89	\$ 542,406.54
			Bond (1.25%) - N/A		\$ 6,780.08
			Grand Total:		\$ 549,186.62



Airport Business Park



1 inch = 281 ft



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



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	March 3, 2026	Item No	6.F.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Request to Purchase - Sports Complex Generators		
Recommended Action	Staff recommends approval to purchase two generators for the sports complex, in the amount of \$120,340.20.		
Strategic Goal	Public Safety - Other		
Department Staff Contact	Public Works Bob Preis, Public Works Operations Manager		

Summary

The purpose of this item is to request the purchase of 2 generators to be used at the Sport Complex to be used in emergency back up power situations.

The City has determined the need to utilize 2 sports field buildings for employee housing during hurricane events. These buildings will provide sleeping quarters for employees designated as essential personnel, requiring them to be on duty during a hurricane. It is anticipated the Greg Smith Field House will house male police officers and the soccer club building will house female police officers.

These designated buildings will require back-up generator power in the event of a power outage. Ring Power had 2 units available for rent for the 2025 hurricane season. Ring Power offered to apply a portion of the rent paid to the purchase price. Purchasing these generators would ensure the buildings have back up power for the 2026 hurricane season.

In the event the buildings do not lose power, the generators are portable and could be used in other locations if needed.

Financial Impact

The cost to purchase the 70 KW generator is \$53,426.40 (\$69,000, minus the discount applied from the monthly rentals of \$15,573.60).

The cost to purchase the 125 KW generator is \$66,913.80 (\$85,893, minus the discount applied

from the monthly rentals of \$18,979.20). This expense was not included in the FY 2025-26 General Fund budget. If approved, a budget amendment for General Fund reserves will be needed.

Citizen Impact

Having back-up power at a central location within the City will provide essential employees with a place to stay during a hurricane so they will be able to immediately respond to emergencies during storms and power outages.

Attachments

1. 26-30 Fleet - Purchase Generator Ring Power Sports Complex (P26-0013G)
2. Emergency Memo
3. Rental Agreement
4. Rental Agreement 2
5. RPO's Purchase Option Addendum
6. 70 KW
7. 125 KW

RESOLUTION NO. 2026-30

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF THE PURCHASE OF TWO GENERATORS (ONE 2024 MQ125 MODEL AND ONE 2022 MQ70 MODEL) OFF OF THE PURCHASE OPTION ON THE CURRENT RENTAL CONTRACT WITH RING POWER CORPORATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to purchase two generators to be used at the Sports Complex in emergency backup power situations, and,

WHEREAS, the City entered into an agreement with Ring Power Corporation on June 17, 2025 for the rental of two generators, a copy is attached hereto, and

WHEREAS, the agreement includes a purchase option where 80% of the rental fee is applied to the purchase of the generators, and

WHEREAS, the City is seeking to exercise that option to purchase the MQ 125 generator for \$66,913.80 and the MQ 70 generator for \$53,426.40, for a total amount of \$120, 340.20, a copy of the invoices is attached hereto, and

WHEREAS, the City Manager has certified that the money for the payment of the Project will be made available in the General Fund through a budget amendment and will not be appropriated for any other purpose, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute the purchase of two generators from Ring Power Corporation for the amount of \$120,340.20, and to pay the costs therefore from the General Fund.

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

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

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EMERGENCY MEMO

Date: July 15, 2025

To: Finance

From:  Kevin Gray, Deputy Public Works Director

Re: Requisition ~~2500842~~ 2600183

The City has determined there is a need to utilize two ballfield buildings for employee housing during hurricane events. These buildings will provide sleeping quarters for employees that are designated essential personnel and therefore, required to be on duty during a hurricane.

These buildings will need back up generator power in the event of a power outage. Ring Power has two generators that we are able to lease for the duration of hurricane season with an option to purchase.

As hurricane season is upon us now, we need to secure these units and have them placed at the designated locations and tied into the electric panels to be prepared for an emergency.



Power Systems Division

9901 RINGHAVER DRIVE, ORLANDO, FL 32824
ORLANDO PSD 407 855 6195

Rental Agreement

Agreement K52652

Date Out: **06/17/2025 Tue**

Delivery Date: **06/17/2025 Tue**

Bill to: Customer: **033538**
CITY OF ORMOND BEACH
FLEET OPERATIONS DIV
22 S BEACH ST
ORMOND BEACH FL 32174

Jobsite: **58KW -**
Contact: **CHRISTINE JARRELL**
Phone: **386-566-1270**
BASEBALL @ OBSC
700 HULL RD
ORMOND BEACH, FL, 32174
VOLUSIA - 64
VOLUSIA - 64

Order By: **CHRISTINE JARRELL**

Sales Rep: **GREG BAKER FITZGERALD - RENT**
PO #: **TO FOLLOW**

QTY	DESCRIPTION	DAY	WEEK	4WEEK
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Rental Items

1.	ID: 7350306 SERIAL:7350306 MODEL:MQ70 70KW GENERATOR SET HRS OUT: 174.0 HRS ALLOWED: 8/40/176	\$240	\$721	\$2,163
1	ID: 2PL044432 SERIAL:5SLBG1322PL044432 MO			
1.	ID: 7950070 SERIAL:7950070 MODEL:CABLE 50' 5 WIRE BANDED WITH MALE & FEMALE CAM	\$16	\$49	\$146
1.	ID: 795-0071 SERIAL:795-0071 MODEL:CABLE 5' 5 WIRE BANDED WITH MALE CAMS	\$5	\$16	\$49
1.	ID: 795-0072 SERIAL:795-0072 MODEL:CABLE 5' 5 WIRE BANDED WITH FEMALE CAM	\$5	\$16	\$49
1	ID: SHORE PW SERIAL:SHORE PW MODEL:CABLE SHORE POWER CORD	\$0	\$0	\$0
1	ID: AUTO S&S SERIAL:AUTO S&S MODEL:CABLE AUTO START & STOP CORD	\$0	\$0	\$0

Miscellaneous Items

1	ENV FEE	2.00 %
1	INSTALL, SETUP, DISMANTLING	3,500.00 each
1	DELIVERY	150.00 each
1	PICK UP	150.00 each
1	FIRE,THEFT, & VANDALISM	14.00 %

THIS QUOTE IS FOR 6MONTHS OF ONSITE STANDY BY
GENERATOR WILL ARRIVE WITH 25% FUEL. TO AVOID EXTRA CHARGES, PLEASE
RETURN WITH 25%
FUEL, DEF, AND PUMP OUTS WILL BE OFFERED ON A COST + 20% BASIS

TERMS AND CONDITIONS

RING POWER CORPORATION (and its affiliates), a Florida corporation, Lessor, and Lessee, enter into the following Lease Agreement (the "Agreement").

1. RENTAL: Lessor rents to Lessee machinery, equipment and other personal property referred to as "Equipment." This agreement is for rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in or to the Equipment, except the right of possession and use as a Lessee. The rental of the Equipment shall not be construed as an offer to sell the Equipment. It is understood and agreed that rentals paid will not apply toward a subsequent purchase of the Equipment unless an agreement in writing is made by Lessor and Lessee prior to delivery of the Equipment. Lessee agrees to indemnify, protect, and hold harmless the Lessor, its agents, successors and assigns against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatever nature, including property damage, personal injury, or strict liability arising out of the use, transportation, condition, or operation of any Equipment. The terms and conditions of this Agreement are incorporated into all other leases executed by Lessee.

2. ACCEPTANCE AND RETURN OF EQUIPMENT: The Equipment is the property of Lessor, and is in good repair and mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in good repair and mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or be deemed to have waived any such claim. Risk of loss to the Equipment shall pass to the Lessee when the Equipment leaves the Lessor's yard. In the event the Equipment is damaged during the term of this Lease, the Lessee shall at its own expense maintain the Equipment in good working order and condition. The Lessee is responsible for all repairs on the Equipment. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, to the rental location on the day specified or sooner if demanded by Lessor.

3. CHARGES: Lessee shall promptly pay no later than thirty (30) days from the date of the invoice at the Lessor's Address set forth in the Agreement all rental and other charges, including but not limited to time, mileage, service, repairs, minimum delivery, pick-up and fuel. Acceptable forms of payment include: EFT, wire, credit card, company check, certified check, money order, cash. If payment is made with a credit card the lessee asserts that a signature authorizing the sale is not specifically required to constitute the sale. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one-shift use (8 hours per day, 40 hours per week, 176 per month). Double-shift use will incur a charge of one-and-a-half (1-1/2%) times the hourly rate and triple-shift use will incur a charge of two (2) times the hourly rate. Rentals are F.O.B. at Lessor's Rental Office. Shipping charges from such location to destination and return all transportation loading, unloading, assembling and dismantling costs shall be paid by Lessee and the Lessee further agrees that it is the Lessee's responsibility to provide competent and adequate labor and auxiliary equipment, including rigging, for purposes of assembly and/or disassembly of the Equipment. Lessee shall remain liable for rent under this agreement, and rent shall continue to be charged, for damaged Equipment until the Equipment is repaired to the same condition as received by Lessee. In the event of the loss or destruction of the Equipment or any of its accessories for any reason, or the failure to return the same for any reason, Lessee shall promptly pay Lessor the fair market value at the time of the loss plus all past due rent. No credit shall be given for non-working days and the Lessee shall not be entitled to abatement, reduction of or set off against rent for any reason whatsoever.

4. USE OF EQUIPMENT: Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. At no time shall the Equipment ever be used in or near salt water. In any event, the Equipment shall not be removed from the continental United States. Lessee shall notify Lessor, prior to moving Equipment from its place of business or the job site as set forth in this Agreement, of the location and project to which the Equipment is relocated and the date(s) the Equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises).

5. SERVICE: Lessee shall perform and pay for all services, adjustments, and lubrication of Equipment including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly; repair and replacement of all friction materials, clutches, brakes and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings.

6. LIABILITY: Lessor shall not be liable to Lessee for any loss or liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under this Agreement. LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS FOR THE RETURN OF THE EQUIPMENT. THIS AGREEMENT DOES NOT TERMINATE UNTIL THE EQUIPMENT IS RECEIVED IN GOOD CONDITION AT LESSOR'S RENTAL OFFICE.

7. INSURANCE: Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least \$1,000,000 with bodily injury and death liability limits of at least \$1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Equipment. Also at Lessee's expense, Lessee shall insure the equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Ring Power. Lessee shall furnish Lessor a certificate of such insurance naming Ring Power as an additional insured, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Equipment while waterborne.

8. COMPLIANCE WITH LAW: Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense, including Lessor's reasonable attorney's fees, resulting from actual or asserted violations of any such laws.

9. VENUE AND CHOICE OF LAW: This Agreement shall be controlled by the laws of Florida. The Lessee specifically agrees to personal jurisdiction in the State of Florida and agrees that venue for all actions related to the Agreement or actions related to the Equipment of any kind will be brought in a state court of competent jurisdiction in Jacksonville, Duval County, Florida or St. Augustine, St. Johns County, Florida.

10. DEFAULT: An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee shall fail to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer, or encumber the Equipment.

11. REMEDIES: All delinquent rent shall bear interest at the highest lawful rate in the State of Florida. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: Lessor may, (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment, for loss of use or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment. Upon the occurrence of any event of default, Lessee agrees to pay all costs of collection and expenses, which may be incurred by Lessor, including reasonable attorney's fees, to enforce any right provided in the Agreement.

12. DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND RENTS EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.

13. NOTICES: Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth in the Agreement.

14. SPECIAL PROVISIONS:

a.) LESSEE'S GENERAL RESPONSIBILITY: Under this Agreement the Lessee renting the Equipment is responsible to Lessor for any loss or damage to the Equipment and/or its return in the same condition in which received, ordinary wear and tear excepted.

b.) SUBROGATION: In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.

c.) FIRE, THEFT AND VANDALISM WAIVER ("FTV")**: At Ring Power's option, FTV may be offered. If offered and accepted by Lessee, the "Fire, Theft and Vandalism Waiver" option ("FTV") is not insurance. The FTV option may be accepted by the Lessee only at the commencement of the rental term by Lessee initiating the "ACCEPTS FTV" addendum on the rental invoice and by Lessee paying the additional charges specified therein. The FTV option is not available for over the road vehicles, Cranes, Machines in Mowing and Mulching Applications. If the Lessee accepts the FTV option and the Lessee fulfills all terms, conditions and provisions of this Agreement including making of all payments required, time being of the essence, then Lessor agrees to waive the Lessee's liability to Lessor for loss or damage to the equipment due to the specific perils relating to Fire, Theft and Vandalism exceeding the larger of the following applicable amounts: (a) \$500 per item of equipment; or (b) triple the monthly rental charge. In effect on the date of this agreement, per item of equipment, without regard to the rental period of this agreement. **Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage. **Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage.

d.) When demonstrator units are included in this Agreement, they shall be deemed to be Rentals pursuant to the terms of this Agreement.

e.) The Lessee and Lessor agree that the prevailing party shall be entitled to a reasonable attorney's fee for any dispute regarding this Agreement.

f.) This Agreement may be executed in multiple counterparts. Facsimile signatures of each party's authorized representative shall be deemed to be binding upon such party.

g.) THE LESSEE SPECIFICALLY AGREES TO WAIVE ALL RIGHTS TO A JURY TRIAL IN THE STATE OF FLORIDA.

h.) AUTHORIZED OPERATORS. CUSTOMER shall only permit individuals to operate a piece of Equipment if that individual possesses the necessary experience, training, certification and/or licensure to safely do so. CUSTOMER releases, holds harmless and will indemnify Ring Power Corporation, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's lack of such experience, training, certification and/or licensure.

i.) SAFETY EQUIPMENT. CUSTOMER will require any and all operators of Equipment to wear or use proper safety equipment, including but not limited to any harnesses or personal protective equipment, that a reasonable operator would use while operating such Equipment, or as recommended and/or required by the operator's manual for the Equipment. CUSTOMER will release, hold harmless and indemnify Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's failure to wear or use such safety equipment.

Initials: 



Power Systems Division

9901 RINGHAVER DRIVE, ORLANDO, FL 32824
ORLANDO PSD 407 855 6195

Rental Agreement
Agreement K52652

Date Out: 06/17/2025 Tue

Delivery Date: 06/17/2025 Tue

Jobsite: 58KW -
Contact: CHRISTINE JARRELL
Phone: 386-566-1270
BASEBALL @ OBSC
700 HULL RD
ORMOND BEACH, FL, 32174
VOLUSIA - 64
VOLUSIA - 64
Sales Rep: GREG BAKER FITZGERALD - RENT
PO #: TO FOLLOW

Customer: 033538
Bill to: CITY OF ORMOND BEACH
FLEET OPERATIONS DIV
22 S BEACH ST
ORMOND BEACH FL 32174

Order By: CHRISTINE JARRELL

QTY	DESCRIPTION	DAY	WEEK	4WEEK
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Rental Items

INSTALL INCLUDES TRANSFER TEST DURING SETUP AND BREAKDOWN

AGREEMENT AND ACKNOWLEDGEMENT

BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE TERMS AND CONDITIONS OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.

LESSEE SIGNATURE X CHRISTINE JARRELL 622 DATE 6/30/2025
PRINT NAME CHRISTINE JARRELL 622
TITLE Garage Supervisor

SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA
ACCEPTED: RING POWER CORPORATION
BY (LESSOR) SARAH WHEDBEE
DATE 6/26/2025

ORIGINAL Terms and Conditions continued on the backside of this Rental Agreement



FIRE THEFT & VANDALISM WAIVER

THIS IS NOT A POLICY OF INSURANCE

FIRE THEFT & VANDALISM INSURANCE WAIVER: Ring Power, in its' sole discretion, may waive Customer's liability to Ring Power for loss or damage to the Equipment due to specific perils relating to fire, theft and/or vandalism ("Waiver"). If Customer elects to purchase the Waiver, upon the event of a loss, Customer may either pay the full amount of the claim or three (3) times the then current published monthly rental charge, per item of Equipment. There is a \$500 minimum payment per claim, per item of Equipment.

A charge for this Waiver (14% of rental rate) will appear on Customer's invoices and such charge is due and payable to Ring Power under the terms and conditions in the Rental Agreement.

Electing to purchase the Waiver does not relieve Customer of its obligation to name Ring Power as an additional insured on Customer's General Liability policy.

FIRE THEFT & VANDALISM INSURANCE WAIVER

(NOT AVAILABLE FOR CRANES, OVER THE ROAD VEHICLES AND MOWING/MULCHING APPLICATIONS)

By signing, Lessee accepts Fire, Theft and Vandalism Waiver. If accepts, in consideration of the charge shown in this agreement, Lessor agrees to waive certain claims against Lessee for loss or damage to equipment in accordance with the terms and conditions set forth in this Agreement and in the Fire, Theft and Vandalism Waiver Provisions which Lessee hereby acknowledges that Lessee has read and accepted.

LESSEE SIGNATURE:  DATE: 6/30/2025

DocuSigned by:
CHRISTINE JARRELL 622
DA134BAF3F88420...

PRINT NAME: CHRISTINE JARRELL 622 TITLE: Garage Supervisor

Certificate Of Completion

Envelope Id: 44D9A969-BCF4-4410-B16C-F9647973B960
 Subject: Rental Agreement K52652 - CITY OF ORMOND BEACH
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 4
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Sam King
 500 World Commerce Parkway
 Saint Augustine, FL 32092
 sam.king@ringpower.com
 IP Address: 50.201.155.39

Record Tracking

Status: Original
 6/26/2025 8:21:42 AM

Holder: Sam King
 sam.king@ringpower.com

Location: DocuSign

Signer Events

CHRISTINE JARRELL 622
 CHRISTINE.JARRELL@ORMONDBEACH.ORG
 Garage Supervisor
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 DA134BAF3F88420...

Signature Adoption: Pre-selected Style
 Using IP Address: 75.112.129.162

Timestamp

Sent: 6/26/2025 8:21:43 AM
 Viewed: 6/30/2025 6:02:18 AM
 Signed: 6/30/2025 6:02:51 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/28/2023 9:56:36 AM
 ID: c9f20622-1470-46c0-8e8f-f45936c59b16

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	6/26/2025 8:21:43 AM
Certified Delivered	Security Checked	6/30/2025 6:02:18 AM
Signing Complete	Security Checked	6/30/2025 6:02:51 AM
Completed	Security Checked	6/30/2025 6:02:51 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Ring Power Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Ring Power Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: wesley.macdonald@ringpower.com

To advise Ring Power Corporation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at wesley.macdonald@ringpower.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Ring Power Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to wesley.macdonald@ringpower.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Ring Power Corporation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to wesley.macdonald@ringpower.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Ring Power Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Ring Power Corporation during the course of your relationship with Ring Power Corporation.



Power Systems Division

9901 RINGHAVER DRIVE, ORLANDO, FL 32824
ORLANDO PSD 407 855 6195

Rental Agreement Agreement K52653

Date Out: **06/17/2025 Tue**

Delivery Date: **06/17/2025 Tue**

Bill to: Customer: **033538**
CITY OF ORMOND BEACH
FLEET OPERATIONS DIV
22 S BEACH ST
ORMOND BEACH FL 32174

Jobsite: **67KW**
Contact: **CHRISTINE JARRELL**
Phone: **386-566-1270**
SOCCER @ OBSC
700 HULL RD
ORMOND BEACH, FL, 32174
VOLUSIA - 64
VOLUSIA - 64

Order By: **CHRISTINE JARRELL**

Sales Rep: **GREG BAKER FITZGERALD - RENT**
PO #: **TO FOLLOW**

QTY	DESCRIPTION	DAY	WEEK	4WEEK
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Rental Items

1.	ID: 7510827 SERIAL: 7510827 MODEL: MQ125 125KW GENERATOR SET HRS OUT: 74.0 HRS ALLOWED: 8/40/176	\$293	\$879	\$2,636
1	ID: 011227 SERIAL: 5SLBG1624CL011227 MODEL			
4.	ID: CABLE 50' SERIAL: CABLE 50' MODEL: CABL 50' 4/0 CABLE GEN	\$13	\$39	\$117
4.	ID: TAIL CLF SERIAL: TAIL CLF MODEL: TAIL CAMLOK FEMALE TAIL EYELET GEN	\$2	\$7	\$20
4.	ID: TAIL CLMB SERIAL: TAIL CLMB MODEL: TAIL CAMLOK MALE TAIL BARE ENDS GEN	\$2	\$7	\$20
1	ID: SHORE PW SERIAL: SHORE PW MODEL: CABLE SHORE POWER CORD	\$0	\$0	\$0
1	ID: AUTO S&S SERIAL: AUTO S&S MODEL: CABLE AUTO START & STOP CORD	\$0	\$0	\$0

Miscellaneous Items

1	ENV FEE	2.00 %
1	INSTALL, SETUP, DISMANTLING	3,500.00 each
1	DELIVERY	150.00 each
1	PICK UP	150.00 each
1	FIRE, THEFT, & VANDALISM	14.00 %

THIS QUOTE IS FOR 6MONTHS OF ONSITE STANDY BY
GENERATOR WILL ARRIVE WITH 25% FUEL. TO AVOID EXTRA CHARGES, PLEASE
RETURN WITH 25%
FUEL, DEF, AND PUMP OUTS WILL BE OFFERED ON A COST + 20% BASIS

TERMS AND CONDITIONS

RING POWER CORPORATION (and its affiliates), a Florida corporation, Lessor, and Lessee, enter into the following Lease Agreement (the "Agreement").

1. **RENTAL:** Lessor rents to Lessee machinery, equipment and other personal property referred to as "Equipment." This Agreement is for rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in or to the Equipment, except the right of possession and use as a Lessee. The rental of the Equipment shall not be construed as an offer to sell the Equipment. It is understood and agreed that rentals paid will not apply toward a subsequent purchase of the Equipment unless an agreement in writing is made by Lessor and Lessee prior to delivery of the Equipment. Lessee agrees to indemnify, protect, and hold harmless the Lessor, its agents, successors and assigns against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatever nature, including property damage, personal injury, or strict liability arising out of the use, transportation, condition, or operation of any Equipment. The terms and conditions of this Agreement are incorporated into all other leases executed by Lessee.
2. **ACCEPTANCE AND RETURN OF EQUIPMENT:** The Equipment is the property of Lessor, and is in good repair and mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in good repair and mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or be deemed to have waived any such claim. Risk of loss to the Equipment shall pass to the Lessee when the Equipment leaves the Lessor's yard. In the event the Equipment is damaged during the term of this Lease, the Lessee shall at its own expense maintain the Equipment in good working order and condition. The Lessee is responsible for all repairs on the Equipment. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, to the rental location on the day specified or sooner if demanded by Lessor.
3. **CHARGES:** Lessee shall promptly pay no later than thirty (30) days from the date of the invoice at the Lessor's Address set forth in the Agreement all rental and other charges, including but not limited to time, mileage, service, repairs, minimum delivery, pick-up and fuel. Acceptable forms of payment include: EFT, wire, credit card, company check, certified check, money order, cash. If payment is made with a credit card the lessee asserts that a signature authorizing the sale is not specifically required to constitute the sale. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one-shift use (8 hours per day, 40 hours per week, 176 per month). Double-shift use will incur a charge of one-and-a-half (1-1/2%) times the hourly rate and triple-shift use will incur a charge of two (2) times the hourly rate. Rentals are F.O.B. at Lessor's Rental Office. Shipping charges from such location to destination and return all transportation loading, unloading, assembling and dismantling costs shall be paid by Lessee and the Lessee further agrees that it is the Lessee's responsibility to provide competent and adequate labor and auxiliary equipment, including rigging, for purposes of assembly and/or disassembly of the Equipment. Lessee shall remain liable for rent under this agreement, and rent shall continue to be charged, for damaged Equipment until the Equipment is repaired to the same condition as received by Lessee. In the event of the loss or destruction of the Equipment or any of its accessories for any reason, or the failure to return the same for any reason, Lessee shall promptly pay Lessor the fair market value at the time of the loss plus all past due rent. No credit shall be given for non-working days and the Lessee shall not be entitled to abatement, reduction of or set off against rent for any reason whatsoever.
4. **USE OF EQUIPMENT:** Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. At no time shall the Equipment ever be used in or near salt water. In any event, the Equipment shall not be removed from the continental United States. Lessee shall notify Lessor, prior to moving Equipment from its place of business or the job site as set forth in this Agreement, of the location and project to which the Equipment is relocated and the date(s) the Equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises).
5. **SERVICE:** Lessee shall perform and pay for all services, adjustments, and lubrication of Equipment including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly; repair and replacement of all friction materials, clutches, brakes and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings.
6. **LIABILITY:** Lessor shall not be liable to Lessee for any loss or liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under this Agreement. LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS FOR THE RETURN OF THE EQUIPMENT. THIS AGREEMENT DOES NOT TERMINATE UNTIL THE EQUIPMENT IS RECEIVED IN GOOD CONDITION AT LESSOR'S RENTAL OFFICE.
7. **INSURANCE:** Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least \$1,000,000 with bodily injury and death liability limits of at least \$1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Equipment. Also at Lessee's expense, Lessee shall insure the equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Ring Power. Lessee shall furnish Lessor a certificate of such insurance naming Ring Power as an additional insured, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Equipment while waterborne.
8. **COMPLIANCE WITH LAW:** Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense, including Lessor's reasonable attorney's fees, resulting from actual or asserted violations of any such laws.
9. **VENUE AND CHOICE OF LAW:** This Agreement shall be controlled by the laws of Florida. The Lessee specifically agrees to personal jurisdiction in the State of Florida and agrees that venue for all actions related to the Agreement or actions related to the Equipment of any kind will be brought in a state court of competent jurisdiction in Jacksonville, Duval County, Florida or St. Augustine, St. Johns County, Florida.
10. **DEFAULT:** An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee shall fail to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer, or encumber the Equipment.
11. **REMEDIES:** All delinquent rent shall bear interest at the highest lawful rate in the State of Florida. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: Lessor may, (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment; for loss of use or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment. Upon the occurrence of any event of default, Lessee agrees to pay all costs of collection and expenses, which may be incurred by Lessor, including reasonable attorney's fees, to enforce any right provided in the Agreement.
12. **DISCLAIMER OF WARRANTIES:** LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND RENTS EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.
13. **NOTICES:** Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth in the Agreement.
14. **SPECIAL PROVISIONS:**
 - a.) LESSEE'S GENERAL RESPONSIBILITY: Under this Agreement the Lessee renting the Equipment is responsible to Lessor for any loss or damage to the Equipment and/or its return in the same condition in which received, ordinary wear and tear excepted.
 - b.) SUBROGATION: In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.
 - c.) FIRE, THEFT AND VANDALISM WAIVER ("FTV")**: At Ring Power's option, FTV may be offered. If offered and accepted by Lessee, the "Fire, Theft and Vandalism Waiver" option ("FTV") is not insurance. The FTV option may be accepted by the Lessee only at the commencement of the rental term by Lessee initiating the "ACCEPTS FTV" addendum on the rental invoice and by Lessee paying the additional charges specified therein. The FTV option is not available for over the road vehicles, Cranes, Machines In Mowing and Mulching Applications. If the Lessee accepts the FTV option and the Lessee fulfills all terms, conditions and provisions of this Agreement including making of all payments required, time being of the essence, then Lessor agrees to waive the Lessee's liability to Lessor for loss or damage to the equipment due to the specific perils relating to Fire, Theft and Vandalism exceeding the larger of the following applicable amounts: (a) \$500 per item of equipment; or (b) triple the monthly rental charge in effect on the date of this agreement, per item of equipment, without regard to the rental period of this agreement. **Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage.
 - d.) When demonstrator units are included in this Agreement, they shall be deemed to be Rentals pursuant to the terms of this Agreement.
 - e.) The Lessee and Lessor agree that the prevailing party shall be entitled to a reasonable attorney's fee for any dispute regarding this Agreement.
 - f.) This Agreement may be executed in multiple counterparts. Facsimile signatures of each party's authorized representative shall be deemed to be binding upon such party.
 - g.) THE LESSEE SPECIFICALLY AGREES TO WAIVE ALL RIGHTS TO A JURY TRIAL IN THE STATE OF FLORIDA.
 - h.) AUTHORIZED OPERATORS. CUSTOMER shall only permit individuals to operate a piece of Equipment if that individual possesses the necessary experience, training, certification and/or licensure to safely do so. CUSTOMER releases, holds harmless and will indemnify Ring Power Corporation, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's lack of such experience, training, certification and/or licensure.
 - i.) SAFETY EQUIPMENT. CUSTOMER will require any and all operators of Equipment to wear or use proper safety equipment, including but not limited to any harnesses or personal protective equipment, that a reasonable operator would use while operating such Equipment, or as recommended and/or required by the operator's manual for the Equipment. CUSTOMER will release, hold harmless and indemnify Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's failure to wear or use such safety equipment.

Initial:

K52653

Page 2 of 3



Power Systems Division

9901 RINGHAVER DRIVE, ORLANDO, FL 32824
ORLANDO PSD 407 855 6195

Rental Agreement

Agreement K52653

Date Out: 06/17/2025 Tue

Delivery Date: 06/17/2025 Tue

Jobsite: 67KW
Contact: CHRISTINE JARRELL
Phone: 386-566-1270
SOCCER @ OBSC
700 HULL RD
ORMOND BEACH, FL, 32174
VOLUSIA - 64
VOLUSIA - 64

Sales Rep: GREG BAKER FITZGERALD - RENT
PO #: TO FOLLOW

Customer: 033538
Bill to: CITY OF ORMOND BEACH
FLEET OPERATIONS DIV
22 S BEACH ST
ORMOND BEACH FL 32174

Order By: CHRISTINE JARRELL

QTY	DESCRIPTION	DAY	WEEK	4WEEK
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Rental Items

INSTALL INCLUDES TRANSFER TEST DURING SETUP AND BREAKDOWN

AGREEMENT AND ACKNOWLEDGEMENT

BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE TERMS AND CONDITIONS OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.

LESSEE SIGNATURE CHRISTINE JARRELL 622 DATE 6/26/2025

PRINT NAME CHRISTINE JARRELL 622

TITLE Garage Supervisor

SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA
ACCEPTED: RING POWER CORPORATION

BY (LESSOR) SARAH WHEDBEE

DATE 6/26/2025

ORIGINAL

Terms and Conditions continued on the backside of this Rental Agreement

Printed on Thursday, June 26, 2025 11:31:42 AM by SWHEDBEE

K52653

Page 3 of 3



FIRE THEFT & VANDALISM WAIVER

THIS IS NOT A POLICY OF INSURANCE

FIRE THEFT & VANDALISM INSURANCE WAIVER: Ring Power, in its' sole discretion, may waive Customer's liability to Ring Power for loss or damage to the Equipment due to specific perils relating to fire, theft and/or vandalism ("Waiver"). If Customer elects to purchase the Waiver, upon the event of a loss, Customer may either pay the full amount of the claim or three (3) times the then current published monthly rental charge, per item of Equipment. There is a \$500 minimum payment per claim, per item of Equipment.

A charge for this Waiver (14% of rental rate) will appear on Customer's invoices and such charge is due and payable to Ring Power under the terms and conditions in the Rental Agreement.

Electing to purchase the Waiver does not relieve Customer of its obligation to name Ring Power as an additional insured on Customer's General Liability policy.

FIRE THEFT & VANDALISM INSURANCE WAIVER

(NOT AVAILABLE FOR CRANES, OVER THE ROAD VEHICLES AND MOWING/MULCHING APPLICATIONS)

By signing, Lessee accepts Fire, Theft and Vandalism Waiver. If accepts, in consideration of the charge shown in this agreement, Lessor agrees to waive certain claims against Lessee for loss or damage to equipment in accordance with the terms and conditions set forth in this Agreement and in the Fire, Theft and Vandalism Waiver Provisions which Lessee hereby acknowledges that Lessee has read and accepted.

LESSEE SIGNATURE:  DATE: 6/26/2025
The signature is a handwritten-style 'CHRISTINE JARRELL 622' in black ink. Below the signature line, the text 'DA134BAF3F88420...' is visible.

PRINT NAME: CHRISTINE JARRELL 622 TITLE: Garage Supervisor

PURCHASE OPTION ADDENDUM

CUSTOMER INFORMATION

SHIPPING INFORMATION

Soccer Fields @ Ormond Beach

CREDIT DEPT USE ONLY

Customer Number: 033538

Branch: Orlando

County: Volusia

Division: E

Salesman: Greg Baker-Fitzgerald Salesman Number: E 1761

Today's Date 5/16/2025

Machine Ship Date: 6/2/2025

Minimum Rental Period: 6 Months

QUANTITY	YEAR	MODEL	MANUFACTURER	SERIAL NO.	MONTHLY RENTAL	START PRICE
1	2024	MQ125	Multi Quip	7510827	\$2,636.00	\$85,893.00

ATTACHMENTS

1	2012	TRL	MQ Power	5SLBG1624CL011227	\$0.00	\$0.00
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Rental Purchase Term

Lease Term: 6 Months

Start Rent Date: 6/27/2025

Projected Conversion Date: 12/11/2025

Terms and Requirements: ***Customer must initial Rental Purchase Option selected***

 X Option 1 - New RPO's signed up starting Aug. 1, 2015 (new and used machines) qualify:

<u>Conversion Month</u>	<u>Percentage of rental applied to start price</u>
0 - 6 months	80%
13 - 18 months	60%
19 - 36 month	40%

 Option 2 - 80% of rental applied:

*Machines currently on rent (converting to Rental Purchase) must choose this option

***** RPO must be signed by the customer *****

Lessee may exercise Purchase Option at anytime before this lease expires. Upon expiration of this lease, no purchase option exists. Lessee responsible for, daily maintenance, repairs due to damages, and all Terms and Conditions spelled out on the front & back of above listed rental agreement. Lessee to be invoiced in full for the maximum of either the minimum rental period or the actual number of days, weeks or months that the machine is in Lessee's possession.

* Sales prices listed on this agreement are equipment values from the date of initial rental. **The cost of any repairs, added attachments, and services performed by Ring Power Corporation (not under warranty) while the equipment is in possession of the lessee will be added to the start price as agreed upon. All damages will be billed to the customer at the time of occurrence.** Applicable tangible/property taxes will be billed at the time of conversion for the machine and/or attachments

Additional Terms:

SUBJECT TO APPROVAL AT ST. AUGUSTINE, FLORIDA

Accepted: Ring Power Corporation

Purchaser:

By: Greg Baker-Fitzgerald _____

Salesman No.: E 1761 _____

Commission: _____ %

☐ Corporation ☐ Individual ☐ Partnership

Approved by: Shawn Stanley

(Authorized to sign for above company)

Telephone: 386 676 3582, Title: Asst City Manager

PURCHASE OPTION ADDENDUM

CUSTOMER INFORMATION

SHIPPING INFORMATION

Baseball Fields @ Ormond Beach

CREDIT DEPT
USE ONLY

Customer Number: 033538

Branch: Orlando

County: Volusia

Division: E

Salesman: Greg Baker-Fitzgerald Salesman Number: E 1761

Today's Date 5/16/2025

Machine Ship Date: 6/27/2025

Minimum Rental Period: 6 Months

QUANTITY	YEAR	MODEL	MANUFACTURER	SERIAL NO.	MONTHLY RENTAL	START PRICE
1	2022	MQ70	Multi Quip	7350306	\$2,163.00	\$69,000.00

ATTACHMENTS

1	2022	TRL	Mutli Quip	5SLBG1322PL044432	\$0.00	\$0.00
---	------	-----	------------	-------------------	--------	--------

Rental Purchase Term

Lease Term: 6 Months

Start Rent Date: 6/27/2025

Projected Conversion Date: 12/11/2025

Terms and Requirements: ***Customer must initial Rental Purchase Option selected***

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<u>Conversion Month</u>	<u>Percentage of rental applied to start price</u>
0 - 6 months	80%
13 - 18 months	60%
19 - 36 month	40%

___ Option 2 - 80% of rental applied:

*Machines currently on rent (converting to Rental Purchase) must choose this option

***** RPO must be signed by the customer *****

Lessee may exercise Purchase Option at anytime before this lease expires. Upon expiration of this lease, no purchase option exists. Lessee responsible for, daily maintenance, repairs due to damages, and all Terms and Conditions spelled out on the front & back of above listed rental agreement. Lessee to be invoiced in full for the maximum of either the minimum rental period or the actual number of days, weeks or months that the machine is in Lessee's possession.

* Sales prices listed on this agreement are equipment values from the date of initial rental. **The cost of any repairs, added attachments, and services performed by Ring Power Corporation (not under warranty) while the equipment is in possession of the lessee will be added to the start price as agreed upon. All damages will be billed to the customer at the time of occurrence.** Applicable tangible/property taxes will be billed at the time of conversion for the machine and/or attachments

Additional Terms:

SUBJECT TO APPROVAL AT ST. AUGUSTINE, FLORIDA

Accepted: Ring Power Corporation

Purchaser:

☐ Corporation ☐ Individual ☐ Partnership

By: Greg Baker-Fitzgerald _____

Approved by _____

(Authorized to sign for above company)

Salesman No.: E 1761 _____

Telephone: 386-676-3582, Title: Asst City Manager

Commission: _____%

MQ70kva - 7350306

Starting Price	Monthly Payment	80% to Apply of Monthly Rental	Amount Accrued 9 Billing Cycles	3.5.26 Pay Off Before Taxes & Fees
\$69,000.00	\$2,163.00	\$1,730.40	\$15,573.60	\$53,426.40

RING POWER CORPORATION

Option 3 Rental Conversion

(80% of rental payment applied, less 0% interest)

Customer name	City of Ormond Beach
Customer number	33538

Model	MQ70
Serial number	7350306

Start date	27-Jun-25
Payoff date	05-Mar-26

Sales price	69,000.00
Less rentals	(15,573.60)
Trade in	53,426.40

MQ125kva - 7510827

Starting Price	Monthly Payment	80% to Apply of Monthly Rental	Amount Accrued 9 Billing Cycles	3.5.26 Pay Off Before Taxes & Fees
\$85,893.00	\$2,636.00	\$2,108.80	\$18,979.20	\$66,913.80

RING POWER CORPORATION

Option 3 Rental Conversion

(80% of rental payment applied, less 0% interest)

Customer name	City of Ormond Beach
Customer number	33538

Model	MQ70
Serial number	7510827

Start date	02-Jun-25
Payoff date	05-Mar-26

Sales price	85,893.00
Less rentals	(18,979.20)
Trade in	-
	<u>66,913.80</u>



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	March 3, 2026	Item No	6.G.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	34 Greenvale Drive, Easement Release		
Recommended Action	The Site Plan Review Committee recommends the City Commission approve an easement release for the remaining 5-foot portion of a 10-foot drainage and utility easement to construct a pool in the rear yard at 34 Greenvale Drive.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is a request submitted by the property owner, Willard W. Davis Jr., of property located at 34 Greenvale Drive, for the purpose of releasing the remaining five-foot (5.0') portion of a ten-foot (10.0') drainage and utility easement to construct a pool in the rear yard. The property at 34 Greenvale Drive was issued a partial five-foot (5.0') easement release on December 2, 2025, with Resolution 2025-193. The property owner is seeking to release the remaining portion of the easement in order to seek a variance to construct a pool improvement with a two (2') foot setback from the rear property line. The Board of Adjustment and Appeals variance hearing date is scheduled for March 4, 2026.

As part of the Ormond Green, Phase II plat, there is a ten-foot drainage and utility easement along the rear property line, of which a five-foot (5.0') section has already been vacated. The property owners are requesting the release of the remaining five-foot easement to construct a new pool along the rear property line. As part of the easement release request, the property owner has provided letters of no objection from the potentially affected utility providers, including FPL, Spectrum (Charter Communications), TECO, and AT&T.

The City's Site Plan Review Committee has reviewed the easement vacation and has no objections to the request.

Financial Impact

None

Citizen Impact

None

Attachments

1. 26-31 Planning - Partial Easement Release, 34 Greenvale Drive (P26-0018G)
2. Planning QCD, 34 Greenvale Drive (P26-0018G)
3. 02.16.2026 Exhibit A, Sketch and Legal - 34 Greenvale Drive, V2
4. 34 Greenvale Drive -Letters of No Objection
5. Site aerial, 34 Greenvale Drive

RESOLUTION NO. 2026-31

A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF WILLARD W DAVIS JR. AND CRYSTAL D DAVIS RELEASING A PORTION OF A TEN FOOT (10.0') DRAINAGE AND UTILITY EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOT 77 ORMOND GREEN PHASE II (34 GREENVALE DRIVE); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on December 2, 2025, Resolution 2025-193 was approved to release a five-foot (5.0') portion of a ten-foot (10.0') drainage and utility easement to construct a pool in the rear yard, and

WHEREAS, on January 26, 2026, the property owners applied for an additional easement release of the remaining five-foot (5.0') portion of a ten-foot (10.0') drainage and utility easement to construct a pool in the rear yard that would require a variance, 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 that Quitclaim Deed in favor of Willard W Davis Jr. and Crystal D Davis, a copy of which is attached hereto and incorporated herein by reference, for the purpose of releasing the remaining five-foot (5.0') portion of a ten-foot (10.0') drainage and utility easement along the rear yard of the property described therein for drainage and utility purposes, said property being commonly located at 34 Greenvale Drive, Volusia County Parcel ID Number 4124-08-00-0770.

SECTION TWO. The city clerk is hereby directed to record a certified copy of this Resolution and the executed Quitclaim Deed in the public records of Volusia County, Florida.

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

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

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
ANN-MARGRET EMERY, ESQUIRE
Florida Bar. No 881546
P.O. Box 277
Ormond Beach, FL 32175-0277
(689) 285-5936

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this _____ day of March, 2026, by the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose post office address is 22 South Beach Street, Ormond Beach, Florida 32174 ("the Grantor"), to **WILLARD W DAVIS JR. AND CRYSTAL D DAVIS**, whose post office address is 34 Greenvale Drive, Ormond Beach, Florida 32174 ("the Grantee"):

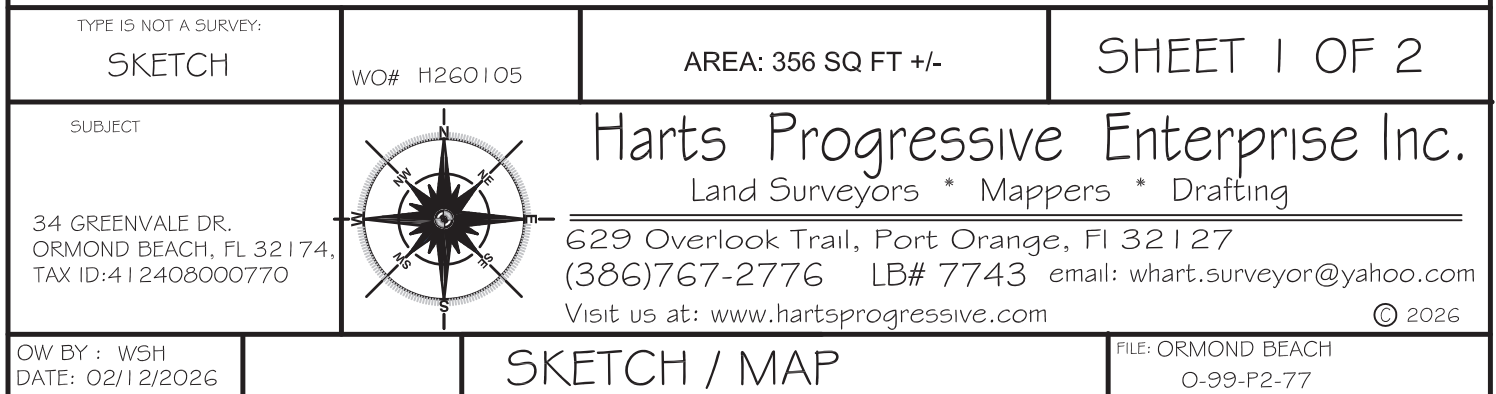
WHEREAS, the Grantee is the owner of certain land by virtue of that Warranty Deed dated September 26, 2017 and recorded at Book 7455, Page 3232 of the Public Records of Volusia County, Florida, said land being legally described within as follows: "Lot 77 The Ormond Green Phase II, a subdivision according to plat thereof as recorded in Plat Book 47, Page 102, in the Public Records of Volusia County, Florida."

WHEREAS, on December 2, 2025, Resolution 2025-193 was approved by the City Commission to release a five-foot (5.0') portion of a ten-foot (10.0') drainage and utility easement to construct a pool in the rear yard.

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantees forever, all of the right, title, interest, claim and demand which the Grantor has in and to the five-foot (5.0') portion of the drainage and utility easement along the rear yard on the real property described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (34 Greenvale Drive, Ormond Beach, Volusia County, Florida [Parcel ID # 4124-08-00-0770]).

THE PURPOSE OF THIS QUITCLAIM DEED IS TO RELEASE ANY INTEREST WHICH THE CITY OF ORMOND BEACH MAY HAVE IN AND TO THE USE OF THE AFOREDESCRIBED REAL PROPERTY FOR THE FIVE (5') FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE REAR YARD.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.



DESCRIPTION

A PORTION OF A PLATED EASEMENT ALONG THE REAR OF LOT 77, THE ORMOND GREEN PHASE II, AS SHOWN ON PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 47, AT PAGE 102, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, BEING MORE PARTIALLY DESCRIBED AS FOLLOWS:

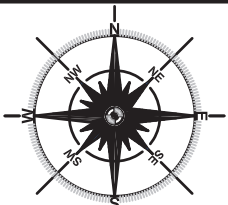
AS A POINT OF REFERENCE COMMENCE AT THE MOST NORTHWESTERLY CORNER OF SAID LOT 77 OF AFORSAID SAID SUBDIVISION RUN THENCE N 61°15'02" E ALONG THE NORTHWESTERLY LINE OF SAID LOT 77, FOR A DISTANCE OF 5.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 0°30'58", A CHORD BEARING OF S 28°29'29" E, A CHORD DISTANCE OF 5.00, FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 5.00 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE ALONG A CURVE CONCAVE SOUTHWESTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 7°23'22", A CHORD BEARING OF S 24°32'19" E, A CHORD DISTANCE OF 71.53 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 71.58 FEET TO A POINT ON THE SOUTH LINE OF THE EASEMENT RUNNING SOUTHWESTERLY;

THENCE S 69°40'21" W FOR A DISTANCE OF 5.00 FEET TO THE SOUTHWEST LINE OF SAID LOT 77, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 07°22'49", A CHORD BEARING OF N 24°32'19" W, A CHORD DISTANCE OF 70.80 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 70.84 FEET TO A POINT ON THE NORTH LINE OF THE EASEMENT ALONG THE NORTHWESTERLY LINE OF SAID LOT 77, THENCE N 61°15'02" E FOR A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

AREA: 356 SQ FT +/-

SHEET 2 OF 2

TYPE OF SURVEY:
SKETCH NOT A SURVEY



Harts Progressive Enterprise Inc.
Land Surveyors * Mappers * Drafting

629 Overlook Trail, Port Orange, FL 32127
(386)767-2776 LB# 7743 email: whart.surveyor@yahoo.com
Visit us at: www.hartsprogressive.com © 2026

WO# H260105

THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 472, FLORIDA STATUTES.

SUBJECT
34 GREENVALE DR.
ORMOND BEACH, FL 32174,
TAX ID:412408000770

William S Hart Digitally signed by William S Hart
Date: 2026.02.12 05:33:20 -05'00'

REPORT DATED:
02/12/2026

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2).

PSM 3905
WILLIAM S HART

OW BY : WSH
DATE: 02/12/2026

DESCRIPTION

FILE: ORMOND BEACH
O-99-P2-77



AT&T Enterprises, LLC
National Construction
Engineering/Right of Way
3450 Riverwood Parkway
Room 162
Atlanta, GA 30339

Office 404-853-0924
Email: lo5651@att.com

January 6th, 2026

Mr. Willard Davis
34 Greenvale Dr.
Ormond Beach, FL 32174

Re: Letter of No Objection to Releasing the Remaining Portion of the 5' Utility Easement at 34 Greenvale Dr., Ormond Beach, FL 32174 (Parcel ID: 412408000770)

Dear Mr. Davis:

On behalf of AT&T Enterprises, LLC, successor to AT&T Corp., dba AT&T Enterprises Florida, LLC, this letter shall serve as notice of "no objection" to the following:

1. No objection for the proposed release of the remaining 5-foot portion of the 10-foot utility easement that will be vacated in its entirety along the rear property line at 34 Greenvale Dr., Ormond Beach, FL 32174.

AT&T Enterprises Florida, LLC, does not have any AT&T Long Haul facilities within the 10-foot utility easement and has no current or future interest in said utility easement.

If you have any questions, feel free to send me an email at lo5651@att.com or call me at (404) 853-0924.

Sincerely,

Luis J. Ortega
Right of Way Management

January 13th, 2026

Willard Davis
34 Greenvale Dr.
Ormond Beach, FL 32174
willarddavis@live.com
706-315-1279

RE: PROPOSED VACATION OF RIGHT OF WAY OF A PART OF PARTS OF DESCRIPTION

A PORTION OF A PLATED EASEMENT ALONG THE REAR OF LOT 77, THE ORMOND GREEN PHASE II, AS SHOWN ON PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 47, AT PAGE 102, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, BEING MORE PARTIALLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 77 OF AFORSAID SAID SUBDIVISION RUN THENCE S 61°15'02" W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 77, FOR A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 0°30'58", A CHORD BEARING OF N 28°29'29" W, A CHORD DISTANCE OF 10.00, FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 10.00 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 61°15'02" W PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 77 FOR A DISTANCE OF 5.00 FEET TO A CURVE CONCAVE NORTHEASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 7°23'56", A CHORD BEARING OF N 24°32'18" W, A CHORD DISTANCE OF 72.26 FEET; THENCE ALONG SAID CURVE FOR A DISTANCE OF 72.31 FEET TO A POINT THAT IS ON THE SOUTHWESTERLY LINE OF A 10.00 FEET PLATED UTILITY AND DRAINAGE EASEMENT; THENCE N 69°40'21" E NON- RADIAL WITH AFORESAID CURVE FOR A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 07°23'22", A CHORD BEARING OF S 24°32'19" E, A CHORD DISTANCE OF 71.53 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 71.58 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION COMMENCING FROM THE NORTHEAST CORNER OF PARCEL # 6006011250010 TO SOUTHERN BORDER OF PARCEL 600601390010, A 55 FOOT RIGHT OF WAY, RUN WESTERLY FOR APPROXIMATELY 625 FEET ALONG SAID RIGHT OF WAY TO THE SOUTHWEST CORNER OF PARCEL 600601370010 AND NORTHWEST CORNER OF PARCEL 600601210010. ALSO, FROM THE NORTHWEST CORNER OF PARCEL 600601250010 TO THE NORTHEAST CORNER OF PARCEL 600601210060, A 55 FOOT RIGHT OF WAY, RUN SOUTH ALONG RIGHT OF WAY APPROXIMATELY 300' TO THE SOUTHWEST CORNER OF PARCEL 600601250010

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the Right of Way easement in the above paragraph.

If you have any questions regarding this, please contact me.

Sincerely,



Tim Haynes

Charter Spectrum

Construction Supervisor

(386) 414-5078



January 23, 2026

Willard Davis
34 Greenvale Dr.
Ormond Beach, FL, 32174

Dear Willard Davis,

This letter is in response to your request for the release of a platted utility easement.

In meeting with your request, FPL has no objection to releasing our rights in the platted utility easement known as "The Ormond Green Phase 2" in Plat Book 47, Page 102 of the Public records of Volusia County .

The release is restricted to the following description:

A portion of a plotted easement along the rear lot 77 the Ormond green phase two as shown on plot or map thereof as recorded in map book 47 at page 102 of the public records of Volusia County Florida being more partially described as the follows as a point of reference commence at the most northeasterly corner of said lot 77 of said subdivision run S 61° 15'02 west along the southeastern line of said lot 77 for a distance of five feet to a point on a curve concave northeasterly and to the right of said curve having radius of 555 feet a central angle of 0° 30'58" accord bearing of north 28 degrees 29'29" West a cord distance of five feet along the arc of said curve from a distance of five feet for the point of beginning of this description continue along a curve concave NE and to the right said curve having a radius of 555.00 feet, a central angle of 7degrees 23'22" , a chord bearing of N 24 degrees 32'19" W a cord distance of 71.53 feet along the arc of said curve for a distance of 71.58 feet to a point on the south line of the easement running northeasterly; thence N 69 degrees 40'21" E for a distance of 5.00 feet to the northeast line of said lot 77 said point being on a curve concave northeasterly and to the left said curve having a radius of 550 feet a central angle of 7 degrees 22'49". a chord bearing os S 24 degrees 32'19" E a chord distance of 70.80 feet along the arc of said curve for a distance of 70.84 feet to a point on the north line of the easement along the southeasternly line of said lot 77 thence S 61 degrees 15'02"W for a distance of 5 feet to the point of beginning of the description.

Parcel ID: 16-13-31-2000-00030-0100

Should you have any questions or concerns, please do not hesitate to contact
Elizabeth Noguez at 407-328-1899.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua Zehnder', with a horizontal line extending to the right.

Joshua Zehnder
Engineering Lead



January 6, 2026

To: Will Davis
706-315-1279

Re: Release of 5' Utility Easement
Address: 34 Greenvale Dr, Ormond Beach, FL, 32174
Parcel Id: 412408000770

To Whom It May Concern,

Thank you for contacting Peoples Gas System, Inc. ("PGS") regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area.

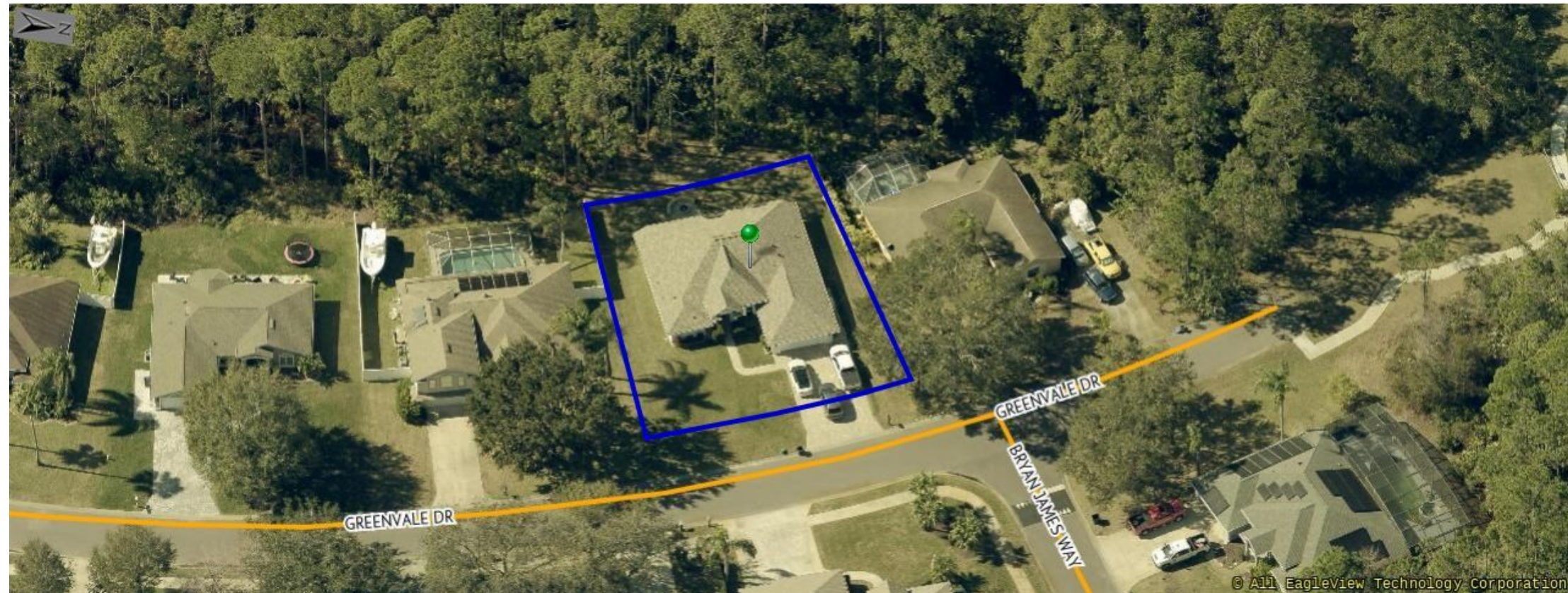
If you have further questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Velez".

Briana Velez
Peoples Gas Systems- Engineering
8416 Palm River Rd, Tampa FL 33619
Office: (813)275-3700 ext:53700
Cell: (813)460-2040

34 Greenvale Drive





City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	March 3, 2026	Item No	6.H.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Summary of Administrative Variances Granted		
Recommended Action	This item is being presented as a reporting tool required in Section 1-14(7)(c) of the Land Development Code, and no action is required.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

The City's Land Development Code (LDC) requires an annual reporting of the administrative variances to the Board of Adjustments and Appeals and the City Commission. There were 14 requests approved in Fiscal Year 2024-2025.

The administrative variances have been a useful tool in permitting minor encroachments. Variance requests beyond the 10% threshold established by the LDC Code require review and action by the Board of Adjustments and Appeals.

Financial Impact

None

Citizen Impact

No citizen impact is expected in the reporting of administrative variances. The administrative variances have assisted property owners in permitting minor setback encroachments.

Attachments

1. Administrative Variances - Fiscal Year 2024-25

Alternative standard/administrative variances, fiscal year 2024-25

Fiscal Year 2024-2025					
#	Date	Location	Description of Action	Regulation	Variance
1	December 18, 2024	392 S. Ridgewood Avenue (PZ-2024-115)	Required setback for the front yard is 25'. Requested front yard setback is 22.5'. Required setback for both the rear and street/side corner yards are 20'. Requested setback to rear and street side/corner yards are 18'. Administrative Variance request for 10% relief for the front, rear, and street/side corner yard setbacks.	R-3 Section 2-15(B)(9)(a)(b)&(d)	Front yard variance of 2.5' Rear yard variance of 2.0' Street Side/Corner yard variance of 2.0'
2	December 30, 2024	382 Riverside Drive (PZ-2024-118)	Required side setback for sidewalk/patio is 5'. Requesting 2" variance for a final side setback of 4' 10" from side property line	2-50(y)(1)	Side yard variance for sidewalk of 2"
3	January 8, 2025	46 Loyola Drive (PZ-2025-120)	Rear Yard and Street Side/Corner Yard setbacks. Required setback for both the rear and street/side corner yards are 20'. Requested setback to rear and street side/corner yards are 18'. Administrative Variance request for 10% relief for the rear, and street/side corner yard setbacks.	R-3 Section 2-15(B)(9)(b)&(d)	Rear yard variance of 2.0' Street Side/Corner yard variance of 2.0'
4	March 6, 2025	382 Riverside Drive (PZ-2025-143)	Required side setback for deck is 5'. Requesting 2" variance for a final side setback of 4' 10" from side property line	2-50(y)(1)	Side yard variance for deck of 2"
5	March 25, 2025	435 McIntosh Road (PZ-2025-147)	Required street side/corner setback of 20' requesting 19' to construct carport in-line with existing SFR. New carport is required as part of existing carport conversion	R-3 Section 2-15.B.9.d.	Street side/corner setback of 19' Variance of 1'
6	April 28, 2025	7 Watercliff Lane (PZ-2025-163)	Required rear setback for R-3 is 20'. Requesting rear setback of 18' for covered lanai	R-3 Section 2-15.B.9.b.	Rear yard setback of 18' Variance of 2'
7	May 22, 2025	311 Rio Pinar Dr. (PZ-2025-171)	Required rear setback for Tomoka Oaks Unit 7A platted subdivision is 25'. Requesting rear setback of 22.5' for covered cabana	Plat	Rear yard setback of 22.5'. Variance of 2.5'
8	May 27, 2025	226 Coventry Court (PZ-2025-172)	Required side setback for patio and screen enclosure if 5'. Requesting side setback of 4.5'	2-50(cc)(1)d. & 2-50(y)(1)	Interior side setback of 4.5'. Variance of 0.5'
9	May 27, 2025	29 Rockefeller Drive (PZ-2025-174)	Required combined side yard of 20' for new ADA home. Requesting combined side yard of 18' 4"	R-4 Section 2-17.B.12.c.	Combined side yard total of 18'4". Variance of 1'8"
10	May 27, 2025	87 Benjamin Drive (PZ-2025-175)	Required combined side yard of 20' for 2nd story deck. Requesting combined total side yard of 19'	R-3 Section 2-15.B.9.c.	Combined side yard total of 19'. Variance of 1'.
11	June 12, 2025	708 Virginia Terrace (PZ-2025-178)	Required front yard of 25' Requesting setback of 22.5' for carport	T-2 Sec 2-21B.9.a.	Front Yard setback of 22.5'. Variance of 2.5'
12	August 4, 2025	44 Coquina Point Dr (PZ-2025-190)	Required street side/corner setback of 20' requesting 19' to install generator.	SR, Section 2-11(B)(9)(d)	Street side/corner setback of 19'. Variance of 1'
13	September 5, 2025	708 Virginia Terrace (PZ-2025-197)	Required side setbacks of 7.5' requesting two side yard setbacks of 6.75'	T-2 Sec 2-21B.9.c.	Two side yard setbacks of 6.75' - Variance of 9 inches
14	September 5, 2025	702 Virginia Terrace (PZ-2025-198)	Required side setbacks of 7.5' requesting two side yard setbacks of 6.75'	T-2 Sec 2-21B.9.c.	Two side yard setbacks of 6.75' - Variance of 9 inches



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	March 3, 2026	Item No	6.I.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Waiving Conflict of Advisory Board Appointee		
Recommended Action	This item is administrative in nature, as it is in response to the City Commission's advisory board appointment.		
Strategic Goal	Governance - Strive to achieve the public's trust through honest, transparent, respectful, and equitable behavior in conducting City business.		
Department Staff Contact	Support Services Susan Dauderis, City Clerk		

Summary

The purpose of this item is to waive the conflict of the appointed advisory board member, John Long III.

On February 3, 2026, the City Commission appointed Mr. Long to the Municipal Firefighters' Pension Trust Fund Board. The appointment was by the Commission At-Large.

Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived.

Mr. Long works for Foundation Risk Partners, a company with a current contract with the City providing Risk Insurance Broker Services.

Financial Impact

None

Citizen Impact

Reviewing and waiving of a potential conflict benefits citizens by ensuring advisory board discussions and actions are made impartially and in the public's best interest.

Attachments

1. Res 2026-15
2. Long III, John Application

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. John Long, III 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.

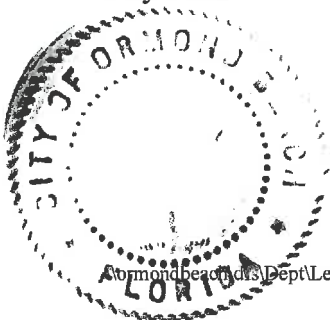


JASON LESLIE
Mayor

ATTEST:



SUSAN CARROLL DAUDERIS
City Clerk



Advisory Board Interest 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

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	☐ Citizens' Law Enforcement Advisory Board	☐ Human Resources Board	☐ Neighborhood Improvement Advisory Board
☐ Board of Adjustments and Appeals*	☐ General Employees' Pension Fund*	☐ Leisure Services Advisory Board	☐ Planning Board*
☐ Budget Advisory Board	☐ Historic Landmark Preservation Board	☒ Firefighters' Pension Trust Fund*	☐ Quality of Life Advisory Board
☐ Brownfield Advisory Board	☐ Housing Authority	☐ Police Officers' Pension Trust Fund*	☐ 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

☒ No

Have you ever served on a City advisory board?*

☒ 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:*

- ☒ Mornings
- ☒ Afternoons
- ☒ 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?*

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

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 | ☐ Citizens' Law Enforcement Advisory Board | ☐ Human Resources Board | ☐ Neighborhood Improvement Advisory Board |
| ☐ Board of Adjustments and Appeals* | ☐ General Employees' Pension Fund* | ☐ Leisure Services Advisory Board | ☒ Planning Board* |
| ☐ Budget Advisory Board | ☐ Historic Landmark Preservation Board | ☐ Firefighters' Pension Trust Fund* | ☐ Quality of Life Advisory Board |
| ☐ Brownfield Advisory Board | ☐ Housing Authority | ☐ Police Officers' Pension Trust Fund* | ☐ 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

☒ No

Have you ever served on a City advisory board?*

☒ 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:*

☒ Mornings

☒ Afternoons

☒ 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?*

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:	Work Phone:
386-295-9555	386-295-9555

Address:

49 W Granada Blvd Ormond Beach FL 32174

First Name:	Last Name:
Becky	Parker

Occupation:

Ormond Mainstreet- President

Personal Phone:	Work Phone:
386-527-5623	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.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	March 3, 2026	Item No	7.A.
Section	SECOND READING OF ORDINANCES	Category	Second Reading of Ordinances
Subject	Ordinance Regarding Authority to Record Liens (Second Reading)		
Recommended Action	It is recommended that Code of Ordinances, Section 8-4, regarding unsafe building abatement, be amended to allow the Finance Director or Assistant Finance Director to execute unsafe building abatement liens.		
Strategic Goal	Governance - Other		
Department Staff Contact	City Attorney Ann-Margret Emery, Deputy City Attorney		

Summary

This agenda item requests approval to amend the *Code of Ordinances*, Section 8-4, unsafe building abatement, to give the Finance Director or Assistant Finance Director the authority to execute and record unsafe building abatement liens in the public records.

These liens are recorded to secure future payment and costs incurred by the city for demolition of unsafe structures. Currently, the City Code states that the City Commission must authorize a resolution which becomes a lien when recorded in the public records. Authorization by the Finance Director will increase efficiency and timeliness of recording liens.

This amendment is consistent with Sections 2-258 and 14-98 for the satisfaction and release of liens; and if the amendment is approved, the lien document will still be prepared and reviewed by the City Attorney's Office but will then be executed by the Finance Department.

Financial Impact

There is no impact upon the city budget.

Citizen Impact

There is no citizen impact.

Attachments

1. 26-03 Code of Ordinances Amendment - Sect 8-4 Liens (P25-0201G)
2. Ordinance Business Impact Estimate

ORDINANCE NO. 2026-03

AN ORDINANCE AMENDING SECTION 8-4, UNSAFE BUILDING ABATEMENT, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS, OF THE *CODE OF ORDINANCES* OF THE CITY OF ORMOND BEACH, TO AMEND THE AUTHORITY FOR THE RECORDING OF LIENS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Section 8-4, Unsafe building abatement, of Article I, In General, of Chapter 8, Buildings and Construction Regulations, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 8-4. Unsafe building abatement.

The city commission hereby designates the building official as the enforcement official of this section and delegates to the building official the authority to enforce the provisions of this section, including the authority to inspect, issue orders to cause any violation of this chapter to be terminated and abated and impose a lien upon any lot, tract or parcel of benefited property for the actual costs of terminating and abating such violation.

(1) through (7) (...no change in text...)

(8) *Liens.* The actual cost of termination and abatement of violations of this section when such termination and abatement is accomplished under the direction of the building official may be levied and constitute a special assessment lien against the benefited property. The City Commission authorizes the finance director or the assistant finance director to execute and record a lien in the official records of the county against any real property that is or was the subject of a violation of this section in an amount representing all costs incurred by the city in terminating or abating the said violation, including recording costs. ~~Upon the recommendation of the building official, the city commission may approve a resolution imposing a lien against any real property that is or was the subject of a violation of this section in an amount representing all costs incurred by the city in terminating or abating the said violation. A copy of the resolution as approved by the city commission shall be served on the~~

~~violator at his last known address and the violator shall have 15 days from receipt of the resolution within which to pay all costs described in the resolution. Service of the resolution may be effected by regular and/or certified U.S. mail delivery, personal service, or any other service that is permitted by law. If the violator fails to pay all costs described in and imposed by the resolution within 15 calendar days after his receipt of the resolution, a certified copy of the resolution shall be recorded in the official records of the county and shall thereafter constitute a lien against the property. If the notice is not accepted or if returned, receipt shall mean ten calendar days after the resolution was sent. The resolution lien shall, at a minimum, state the name and address of the last known owner as shown on the county tax record, a description of the property, and the amount of the lien. The recording of the lien shall be stayed pending a timely appeal of the action by the property owner per section (7) of this ordinance. The city commission authorizes the finance director or assistant finance director to file in the official records of the county a release and satisfaction of lien upon the full payment of all costs imposed by the lien. Said lien shall be on parity or coequal with the lien of all state, county, and district taxes, and shall be superior in dignity to all other liens, titles, and claims.~~

(9) through (10) (...no change in text...)

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 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 17th day of February, 2026.

PASSED UPON at the second and final reading of the City Commission, this 3rd
day of March, 2026.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2026-03

AN ORDINANCE AMENDING SECTION 8-4, UNSAFE BUILDING ABATEMENT, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS, OF THE *CODE OF ORDINANCES* OF THE CITY OF ORMOND BEACH, TO AMEND THE AUTHORITY FOR THE RECORDING OF LIENS; 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.

The purpose of this ordinance is to amend the city's code to give the Finance Director or Assistant Finance Director the authority to execute and record unsafe building abatement liens.

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;

N/A

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

N/A

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.

N/A

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

N/A

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.)