



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
February 16, 2021
7:00 PM

Mayor Bill Partington

Zone 1 – Commissioner Dwight Selby

Zone 3 – Commissioner Susan Persis

Zone 2 – Commissioner Troy Kent

Zone 4 – Commissioner Rob Littleton

COMMISSION CHAMBERS

22 South Beach Street, Ormond Beach, FL 32174

Phone: 386-677-0311

Web: www.ormondbeach.org

***Please see page 4 of this agenda for information on meeting procedures
and public commenting information.***

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. ANNUAL AUDIT PRESENTATION FY 2019-20**

Staff Contact: *Kelly McGuire, Finance Director (386-676-3226)*
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting – February 2, 2021**
 - B. Minutes from City Commission meeting – February 8, 2021**
- 7. CONSENT AGENDA**

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

- A. **RESOLUTION NO. 2021-45:** A RESOLUTION PURSUANT TO CHAPTER 14, ARTICLE VIII, SECTION 14-98, LIENS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY OWNED BY EQUITY TRUST COMPANY CUSTODIAN LOCATED AT 80 GROVE STREET, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA FOR COSTS INCURRED BY THE CITY TO TERMINATE OR ABATE A SITE MAINTENANCE VIOLATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Chris Mason, Neighborhood Improvement Manager (386-676-3352)

- B. **RESOLUTION NO. 2021-46:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE 2021 DODGE CHARGER PATROL VEHICLE UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20-VEL28.0; DECLARING VEHICLE TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director (386-676-3577)

- C. **RESOLUTION NO. 2021-47:** A RESOLUTION ACCEPTING A BID FROM JD WEBER CONSTRUCTION FOR CONSTRUCTION SERVICES REGARDING THE WILMETTE AVENUE STORMWATER PUMP STATION PROJECT, UNDER BID NO. 2021-05; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- D. **Auto Renewal Contract - Ormond Beach Historical Society, Inc.**

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

Disposition: Approve as recommended in the City Manager memorandum dated February 16, 2021.

- E. **Auto Renewal Contract - Golden Eagle Associates**

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

Disposition: Approve as recommended in the City Manager memorandum dated February 16, 2021.

- F. **Auto Renew Contracts for Miscellaneous Crafts & Trades Services - As Needed**

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

Disposition: Approve as recommended in the City Manager memorandum dated February 16, 2021.

G. National League of Cities Innovation Ecosystems Grant Funding

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

Disposition: Approve as recommended in the City Manager memorandum dated February 16, 2021.

8. PUBLIC HEARINGS

- A. ORDINANCE NO. 2021-07:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A PORTION OF CERTAIN REAL PROPERTY TOTALING 0.32+ ACRES LOCATED AT 2341 WEST GRANADA BOULEVARD FROM VOLUSIA COUNTY A-2 (RURAL AGRICULTURE) TO ORMOND BEACH B-2 (NEIGHBORHOOD COMMERCIAL), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. FIRST READING OF ORDINANCES

- A. ORDINANCE NO. 2021-08:** AN ORDINANCE AMENDING SECTION 5-1, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY ESTABLISHING A DEFINITION FOR "ADEQUATE SHELTER"; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. RESOLUTIONS

- A. RESOLUTION NO. 2021-48:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING A PRELIMINARY PLAT FOR "ORMOND GATEWAY", A COMMERCIAL SUBDIVISION OF LAND; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

MEETING PROCEDURES AND PUBLIC PARTICIPATION INFORMATION

In order to follow federal, state, and local guidelines regarding public gatherings, and to protect residents, staff, and elected officials due to the COVID-19 virus, physical access to this meeting will be restricted as outlined below. *Those interested in the meeting can also listen through electronic means and utilize the provided online or alternative commenting methods to participate.*

The following information is also available at www.ormondbeach.org/ccmtg.

How To Listen Live

The meeting audio will be streamed live online at www.ormondbeach.org/live. Any member of the public who wishes to listen to the meeting live can do so at that link. The recording of the meeting will be available the following day online at www.ormondbeach.org/ccrecordings.

Access Restrictions

Space will be limited due to social distancing and grouping guidelines. If you wish to listen to the meeting, or submit comments on agenda items, and are able to use the online options provided, you are encouraged to do so. This will help ensure that all those who wish to participate may be able to.

Members of the public wishing to attend the meeting in person are advised of the following guidelines:

- Those in attendance should practice social distancing when inside the building, entering the building, and exiting the building. The wearing of masks is encouraged.
- There will be limited designated socially distanced seating available in the Commission Chambers and in the atrium. *All those in attendance must sit only in the designated socially distanced seating.*
- If all available designated socially distanced seats are being utilized, overflow individuals will need to wait outside the building until space frees up.
- Those in attendance will be required to adhere to social distancing guidelines, including only sitting in designated socially distanced seating.

Public Comments

The City Commission welcomes public comment on agenda items. Those wishing to make comments on any item on the February 16, 2021 meeting agenda may do so via remote submission, as outlined below, *or* in person – following the guidelines stated herein.

Remote submissions of comments on an agenda item may be submitted the following ways:

- **Through an online form:** The form is available at www.ormondbeach.org/agendacomments. You will be asked to provide your name, address, and identify the agenda item you are commenting on.
- **By fax:** You may send your comment via fax to (386) 676-3330. Please provide your name, address, and identify the agenda item you are commenting on in your facsimile.

- ***By written comment:*** If you'd like to submit a written comment, rather than comment online, you may drop off a comment at the 2nd floor reception desk at City Hall during normal business hours. You may also send comment via U.S. mail to the City Clerk at 22 S. Beach Street, Ormond Beach, FL, 32174. Please make sure to clearly label your submission as an agenda item comment for the February 16 City Commission meeting agenda. Please provide your name, address, and identify the agenda item you are commenting on in your correspondence.

Agenda item comments submitted remotely through one of the above provided online or alternative means before **5:00 p.m. on Monday, February 15, 2021**, will be provided to the City Commission prior to the meeting and made part of the official meeting record. Comments on agenda items submitted after 5:00 p.m. on February 15, 2021, but before the conclusion of the Commission meeting, will be provided to the City Commission following the meeting.

Please note that the equivalent of three minutes of each submitted comment will be included in the record.

In-Person Commenting:

- Those wishing to make comments in-person will need to sign up with staff to do so **prior to the start of the meeting.** Requests to speak will not be accepted after the meeting begins.
- Individuals commenting in person must follow social distancing and other guidelines provided in the access restrictions portion of this page.
- Individuals commenting will be provided with three minutes to make their comments.

Website Address – www.ormondbeach.org

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



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



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



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kelly McGuire, Finance Director

Date: February 16, 2021

Subject: Annual Audit Presentation FY 2019-20

Commission Goal: N/A

Introduction

James Moore and Company will be presenting the annual financial report for Fiscal Year 2019-20.

Discussion

The Comprehensive Annual Financial Report (CAFR) provides a complete set of financial statements that are prepared in conformity with generally accepted accounting principles (GAAP) and represents the financial position of the City and results of operations as of September 30, 2020. The City has received an unqualified opinion from James Moore and Company for the CAFR. The CAFR provides for an overview and narrative of financial activity and trends along with detailed and consolidated financial statements for all City funds. Notes to the financial statements are provided (beginning on page 40 of the report) to enhance the reader's understanding of the report.

Financial Summary of Major Funds:

General Fund (includes Economic Development Fund) -

Revenues for the year totaled \$35.8 million as compared to the budget of \$34.7 million. The variance consisted of:

- ☐ \$1.3 million positive variance in Intergovernmental Revenue resulting from CARES Act funding provided by the County as a result of the COVID pandemic.
- ☐ \$315,000 negative variance due to Leisure Service facility closings.

Expenditures for the year totaled \$34.7 million consistent with the final budget. Total expenditures for the year were 99.93% of the final budget amount.

General Fund balance at year end increased by \$1,277,000 and consists of:

Total Fund Balance	\$12,773,687
Less:	
<i>Non-spendable</i>	<i>(773,188)</i>
<i>Restricted</i>	<i>(67,211)</i>
<i>Assigned -</i>	
Economic Development Fund	<i>(466,426)</i>
Use budgeted in FY19 Budget	<i>(1,320,000)</i>
Capital Projects	<i>(2,359,500)</i>
<i>Earmarked -</i>	
Revenue Stabilization Fund	<i>(1,520,000)</i>
Osceola Elementary (General Fund portion)	<i>(1,500,000)</i>
Net Reserve Balance	\$4,767,362

The Reserve balance is 15% of general fund budget. The policy is to retain fund balance in an amount that is no less than 15% of General Fund net budget.

The above figures represent the combined totals of the General Fund and Economic Development Fund as presented in the CAFR. The Economic Development Fund had \$2,720 in revenue and \$48,300 in expenditures for FY 2019-20.

Redevelopment Trust Fund - The Redevelopment Trust Fund is a special revenue fund that reports the financial activities of the Ormond Beach Downtown Community Redevelopment Area. At September 30, 2020, restricted fund balance of the Redevelopment Trust Fund was \$1,674,000, reflecting a net decrease of \$160,000 for planned capital improvements. The Fund received \$924,000 in tax increment revenues and \$454,000 in transfers from the General Fund in fiscal year 2020. These funds are legally restricted to complete projects identified in the Granada Boulevard Master Plan.

Water and Wastewater Funds - Operating revenues totaled \$20.1 million. Operating expenses totaled \$18.2 million. Operating expenses shown in the audit include depreciation but exclude transfers while expenses shown on the Budget Status report include transfers but exclude depreciation.

Net assets for all Water & Wastewater Funds totaled \$83.8 million compared to \$83.3 million for the prior fiscal year. This amount represents an increase in the “net worth” of the utility system primarily due to increased water consumption and corresponding revenue. Net assets are not a “checkbook” or cash balance. The Statement of Revenues and Expenses, and Changes in Fund Net Assets represents the consolidated results of all operating, debt service, renewal and replacement, and capital funds of the water and sewer utility system.

Solid Waste Fund - Operating revenues for the year were \$9.1 million. Operating

expenses were \$8.2 million. Net assets decreased by \$111,000 to \$393,000. The decrease in net assets was associated with a slight decline in revenues particularly late fees which were waived to assist residents who were negative impacted by COVID.

Recommendation

Staff recommends the FY 2019-20 Audit Report be approved as presented.

Attachments:

- 2020 CAFR (PDF)
- Audit Presentation (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/9/2021


Claire Whitley, Assistant City Manager 2/9/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 2/11/2021

**COMPREHENSIVE ANNUAL
FINANCIAL REPORT
CITY OF ORMOND BEACH, FLORIDA
FISCAL YEAR ENDED SEPTEMBER 30, 2020**

Prepared by:
Finance Department
Kelly McGuire, Finance Director
Chris Byle, Assistant Finance Director

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Introductory Section

City of Ormond Beach, Florida

Comprehensive Annual Financial Report For the Fiscal Year Ended September 30, 2020



Mayor

Bill Partington

Commissioners

Zone 1—Dwight Selby

Zone 2—Troy Kent

Zone 3—Susan Persis

Zone 4—Rob Littleton

City Manager

Joyce Shanahan

City Attorney

Randal A. Hayes

City Auditors

James Moore & Co., P.L.



CITY OF ORMOND BEACH

Finance Department 22 S. Beach St. Ormond Beach, FL 32174 (386) 676-3209

February 11, 2021

To the Honorable Mayor, City Commissioners and Citizens of the City of Ormond Beach:

State law requires that all general-purpose local governments publish within nine months of the close of each fiscal year a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. We hereby issue the comprehensive annual financial report of the City of Ormond Beach, Florida (the City) for the fiscal year ended September 30, 2020.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

James Moore & Co., P.L., a firm of licensed certified public accountants has audited the City's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2020, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditors concluded based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2020, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City was part of a broader, mandated "Single Audit" designed to meet the special needs of federal and state grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal and state awards. These reports are in the Single Audit section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditors' report.

Profile of the City of Ormond Beach, Florida

The City of Ormond Beach, Florida, incorporated in 1880, is located just north of Daytona Beach, in Volusia County, approximately 60 miles from Orlando via Interstate 4, and approximately 75 miles from Walt Disney World. It is primarily a residential community and year-round resort center with industrial development nearby. It covers a large area for a municipality of its population, having about 36.5 square miles of land and three square miles of water area.

The City has operated under the commission-manager form of government since 1963. Policy-making and legislative authority are vested in the City Commission consisting of the mayor and four other members. The City Commission is responsible, among other things, for passing ordinances, resolutions, adopting the budget, appointing committees, and hiring both the City manager and attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Commission, for overseeing the day-to-day operations of the City and for appointing the heads of various departments. The commission is elected on a non-partisan basis. The Mayor and Commission members serve two-year terms.

The City provides a full range of services, including police, fire and rescue, street construction and maintenance, stormwater drainage, planning and zoning, parks and recreation, cultural events and general administrative services. In addition, water, sewer and reclaimed water services, and solid waste collection are provided under an enterprise fund concept with user charges established by the City Commission to ensure adequate coverage of operating expenses and payments on outstanding debt. The City provides water and sewer service outside the city limits to certain unincorporated parts of Volusia County. The City of Ormond Beach contracts with private enterprise for solid waste collection. Self-insurance activities are provided through an internal service fund.

The City is empowered to levy a property tax on both real and personal properties located within its boundaries which, in part, funds the services to the City's estimated 40,000 residents. It also is empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the City Commission.

The annual budget serves as the foundation for the City's financial planning and control. Requests for personnel and capital improvements must be submitted by early April. All departments of the City are required to submit requests for appropriation to the City Manager by the end of April. The City Manager uses these requests as the starting point for developing a proposed budget. A budget workshop is held in July where the tentative millage rate is set. The City Commission is required to hold two public hearings on the proposed budget and to adopt a final budget and millage rate no later than September 30, the close of the City's fiscal year. The appropriated budget is prepared by fund, function and department. Department heads may make transfers of appropriations within a department or program. The City Manager is authorized to transfer budgeted amounts between departments. Transfers of appropriations between funds, however, require the special approval of the City Commission. The General Fund budget to actual comparison is presented on page 32 as part of the basic financial statements for governmental funds.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City operates.

Local economy

The City's current economic environment declined due to the COVID pandemic. According to the U.S. Bureau of Labor Statistics, unemployment for the Deltona- Daytona Beach-Ormond Beach area was 5.9% as of September 30, 2020 and increase from an unemployment rate of 3.2% one year earlier.

The 2019 taxable value was \$3.67 billion, an increase of 6% or \$214.2 million. Permit revenue and sales tax revenue were relatively consistent with the prior year. Charges for services declined significant due to Leisure Service facility closings necessitated as a result of the COVID pandemic.

Financial policies

The City Commission understands the importance of maintaining adequate fund balance (i.e. reserve) to address unanticipated expenditures and emergency situations while limiting the use of fund balance for ongoing expenditures. As such, the City Commission has set a goal of maintaining the General Fund reserves at a minimum of 15% of total annual expenditures. Furthermore, the City's financial policies stipulate that recurring revenues should fund recurring expenditures and fund balance should only be relied upon for one-time outlays, capital projects, or emergency situations.

Long-term financial planning

The City's long term financial planning initiatives are comprised of completion of various master plans for the airport, water and sewer utilities, stormwater, roads and sidewalks, and various leisure services facilities that typically extend 10 years. After consideration of the master plans, a 5 year Capital Improvement Plan that contains anticipated projects costs and funding sources for the projects is prepared each year. In addition, the City performs multi-year budget projections and analysis for operating purposes through a financial trends study and presentation to City Commissioners and citizens of major operating funds to identify important financial issues.

Awards

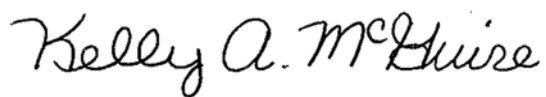
The Government Finance Officers' Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2019. This was the twenty-seventh consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement a government unit must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to GFOA to determine its eligibility for another certificate.

Acknowledgments

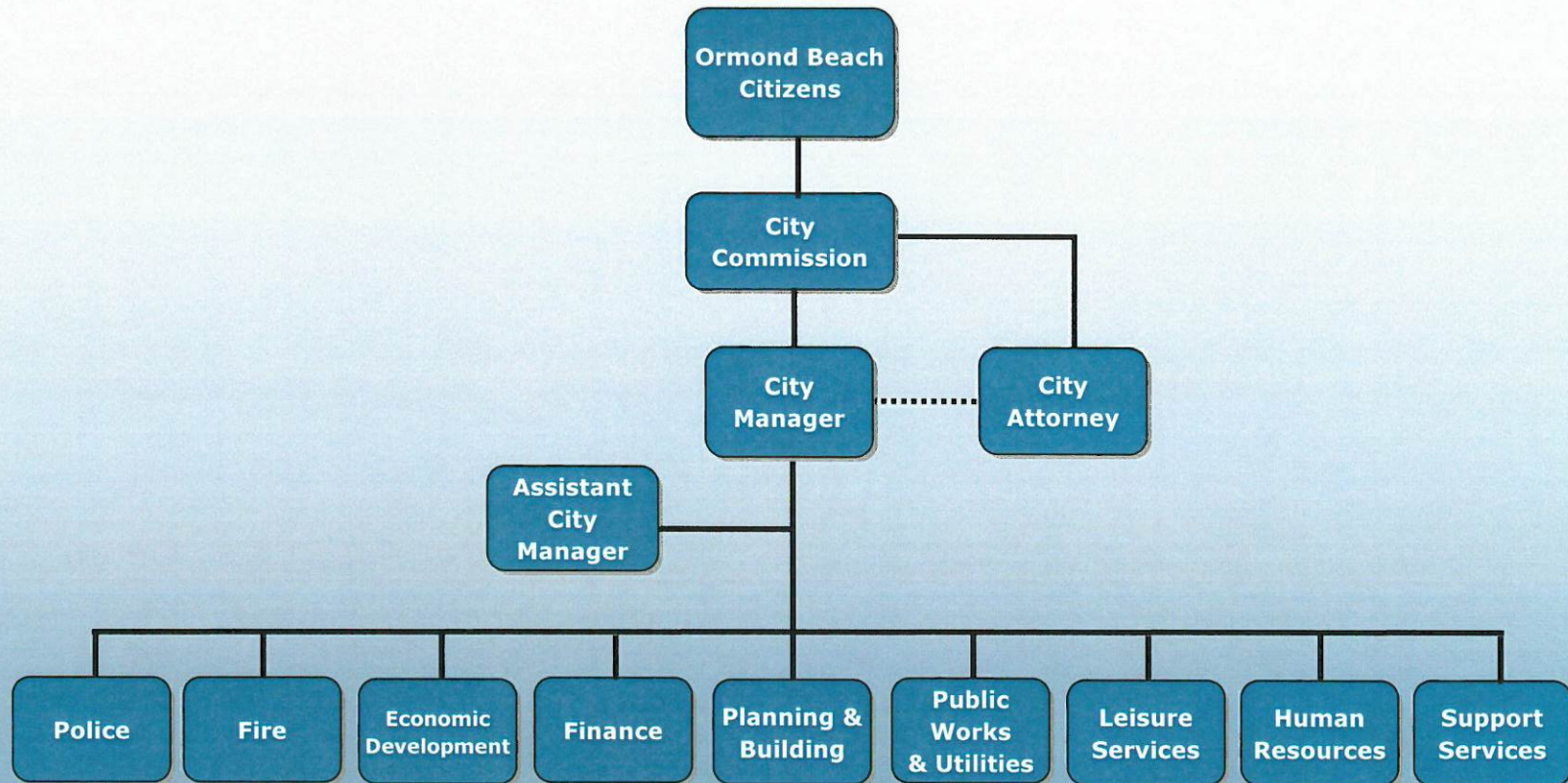
The preparation of this report would not have been possible without the efficient and dedicated services of all members of the Finance Department. I would like to express our appreciation to those who assisted and contributed to the preparation of this report. In closing, without the leadership and support of the City Commission, preparation of this report would not have been possible.

Respectfully,

A handwritten signature in black ink that reads "Kelly A. McGuire". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Kelly A. McGuire
Finance Director

City of Ormond Beach Organizational Chart



This is to certify that this is the official organizational chart of the City of Ormond Beach referred to in Article II, Chapter 2, of the City of Ormond Beach, Florida, *Code of Ordinances*, adopted by Resolution No. 2016-154 on November 1, 2016.



Ed Kelley
Ed Kelley, Mayor

J. Scott McKee
J. Scott McKee, City Clerk



Government Finance Officers Association

Certificate of
Achievement for
Excellence in
Financial
Reporting

Presented to

City of Ormond Beach Florida

For its Comprehensive Annual Financial
Report
For the Fiscal Year Ended

September 30, 2019

Christopher P. Morill

Executive Director/CEO

Financial Section



INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Commission, and City Manager,
City of Ormond Beach, Florida:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ormond Beach, Florida (the City), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ormond Beach, Florida, as of September 30, 2020, and the respective changes in financial position and cash flows, where applicable, thereof, and the respective budgetary comparisons for the General, Redevelopment Trust, and Ormond Crossings Trust funds for the year then ended in accordance with accounting principles generally accepted in the United States of America.

- 10 -

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's financial statements. The introductory section, combining and individual nonmajor fund financial statements and other schedules, the schedule for water and sewer bond covenants, statistical section, and schedule of expenditures of federal awards and state financial assistance as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Section 215.97, Florida Statutes, *Florida Single Audit Act*, are presented for purposes of additional analysis and are not a required part of the basic financial statements

The combining and individual nonmajor fund financial statements and other schedules, the schedule for water and sewer bond covenants, and the schedule of expenditures of federal awards and state financial assistance are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 11, 2021, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Ormond Beach, Florida's internal control over financial reporting and compliance.

James Moore & Co., P.L.

Daytona Beach, Florida
February 11, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Ormond Beach, we offer readers of the City of Ormond Beach's financial statements this narrative overview and analysis of the financial activities of the City of Ormond Beach for the fiscal year ended September 30, 2020. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which begins on page 3 of this report.

Financial Highlights

- The assets plus deferred outflows of resources of the City of Ormond Beach exceeded its liabilities plus deferred inflows of resources at the close of the most recent fiscal year by \$198,186,000 (net position). Of this amount, \$178,737,000 represents investment in capital assets (net of related debt), and restricted and unrestricted net position of \$27,435,000 and (\$7,986,000), respectively.
- The City's total net position decreased by \$3,500,000 (or 1.8%) based on current year activities. Of this amount, governmental sources produced an increase of \$3,099,000 and Business-type activities produced a decrease of \$401,000.
- As of the close of the current fiscal year, the City of Ormond Beach's governmental funds reported combined ending fund balances of \$30,351,000, an increase of \$1,181,000 (or 4%) in comparison with the prior year. The increase is primarily attributed to receipt of CARES Act funding and capital project revenue in excess of expenditures due to timing of capital projects. Approximately 31.8% or \$9,659,000 of the total amount is unassigned fund balance and is available for spending at the City's discretion.
- The City's proprietary funds reported a combined ending net position of \$84,211,000, an increase of \$401,000 (or 0.5%) based on current year activities. Approximately 7.0% of this total amount, \$5,970,000 is comprised of unrestricted net position which is available for spending at the City's discretion.
- The City of Ormond Beach's total bonded (General Obligation and Revenue Bonds) debt decreased by \$3,834,000 during the current fiscal year.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City of Ormond Beach's basic financial statements. The City of Ormond Beach's basic financial statements comprise three components:

1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statement

The government-wide financial statements are designed to provide readers with a broad overview of the City of Ormond Beach's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are Reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected franchise fees or earned but unsecured personal leave, etc.).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes, licenses and permits, and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works and culture and recreation services. The business-type activities of the City include water and sewer and solid waste. The government-wide financial statements begin on page 26 of this report.

Fund financial statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Ormond Beach, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a City's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City of Ormond Beach maintains twenty-two individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, the Redevelopment Trust Fund, and the Ormond Crossings Trust Fund, which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of

these nonmajor governmental funds is provided in the form of combining statements beginning on page 100 of this report.

The City of Ormond Beach adopts an annual appropriated budget for its General, Special Revenue, Debt Service, Capital Projects and Enterprise Funds. Budgetary comparison schedules have been provided for the City's governmental funds to demonstrate compliance with this budget.

Proprietary funds

The City of Ormond Beach maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City of Ormond Beach uses enterprise funds to account for its water and sewer, and solid waste activities. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City of Ormond Beach's various functions. The City of Ormond Beach uses an internal service fund to account for self-insurance. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information of the water and sewer, and solid waste activities, which are the major funds of the City of Ormond Beach. The internal service fund for self-insurance activities is presented in a separate column in the proprietary fund statements. The proprietary fund financial statements begin on page 35 of this report.

Fiduciary funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the City (e.g., pension beneficiaries). Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements, which include the pension trust funds, begin on page 38 of this report.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin on page 40 of this report.

Other information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City of Ormond Beach's schedule of contributions and its progress in funding its obligations to provide pension and other postemployment benefits to its employees. Required supplementary information can be found beginning on page 88 of this report.

The combining statements and other schedules referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information. Combining fund statements and other schedules can be found on beginning on page 100 of this report.

Government-wide financial analysis

As noted earlier, net position may serve over time as a useful indicator of a City's financial position. In the case of the City of Ormond Beach, assets plus deferred outflows of resources exceed liabilities plus deferred inflows of resources by \$198,186,000 at the close of the most recent fiscal year.

By far the largest portion of the City of Ormond Beach's net position \$178,737,000 (90.2%) reflects its investment in capital assets (e.g. land, buildings, infrastructure, and equipment), less any related debt used to acquire those assets that are still outstanding. The City of Ormond Beach uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City of Ormond Beach's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

CITY OF ORMOND BEACH'S NET POSITION SEPTEMBER 30, 2020 (In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Current and other assets	\$38,101	\$35,100	\$27,246	\$31,133	\$65,347	\$66,233
Capital assets	119,720	119,943	97,404	98,220	217,124	218,163
Total Assets	157,821	155,043	124,650	129,353	282,471	284,396
Deferred outflows of resources	1,487	919	182	88	1,669	1,007
Current and other liabilities	4,043	2,960	2,725	3,474	6,768	6,434
Long-term liabilities outstanding	38,678	38,876	37,517	41,573	76,195	80,449
Total Liabilities	42,721	41,836	40,242	45,047	82,963	86,883
Deferred inflows of resources	2,611	3,251	378	583	2,989	3,834
Net Position:						
Net investment in capital assets	113,490	114,055	65,247	61,880	178,737	175,935
Restricted	14,440	14,827	12,995	13,030	27,435	27,857
Unrestricted (deficit)	(13,955)	(18,006)	5,969	8,900	(7,986)	(9,106)
Total Net Position	\$113,975	\$110,876	\$84,211	\$83,810	\$198,186	\$194,686

A portion of the City's net position, \$27,435,000 (13.8%) represents resources that are subject to external restrictions on how they may be used. The remaining balance is a deficit of \$7,986,000 in unrestricted net position. The net pension liability of \$22,640,000 and total OPEB liability of \$4,875,000 are the most significant liabilities (claims) against unrestricted net position.

Revenues decreased from the prior fiscal year by \$2,989,000 and expenses increased by \$10,000. The government's net position increased by \$3,500,000 in the current fiscal year. The biggest reason for the decrease revenues was due fluctuations in certain grant and other one-time revenues.

The City received \$3,254,000 in capital grants, impact fees, and developer contributions, which are considered non-recurring additions during the current fiscal year.

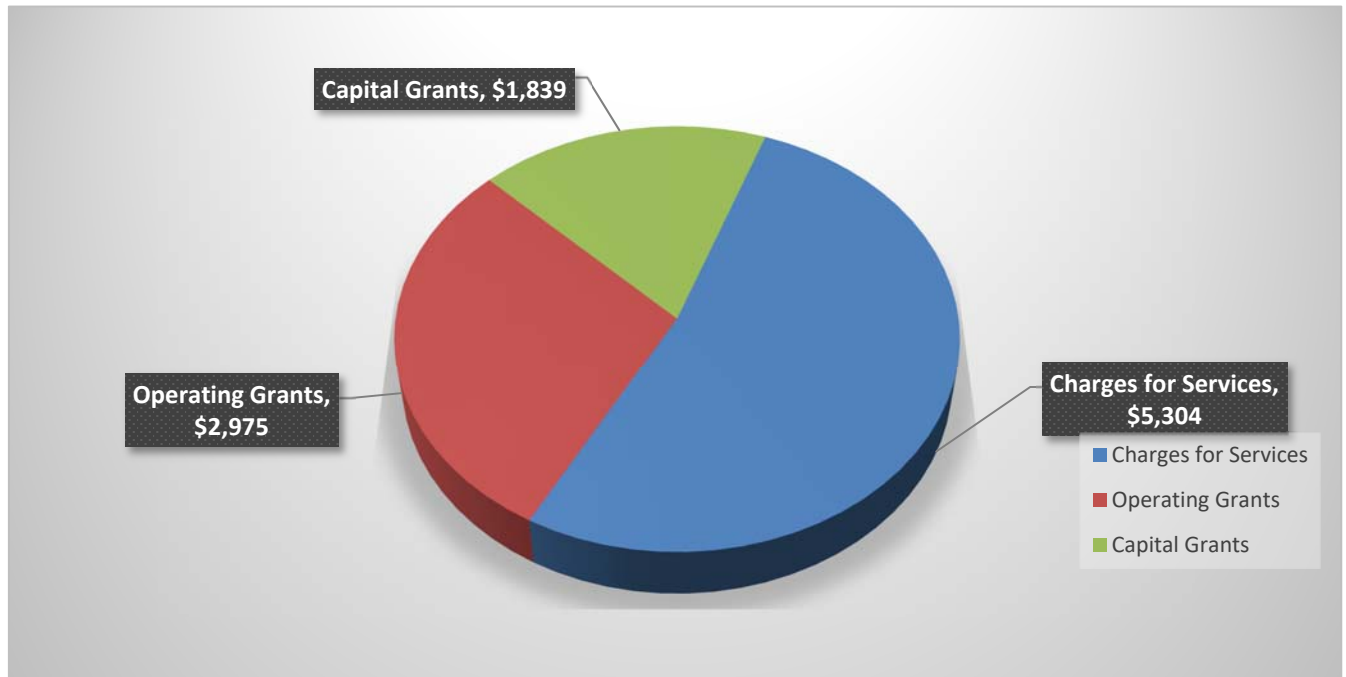
Operating grants increased by \$933,000 (48.8%) due primarily to additional grants in 2020 to aid in the recovery from the COVID-19 pandemic, while property taxes increased by \$272,000 (1.9%). The increase in ad valorem tax is attributed to the increase in the taxable value.

The following table contains a summary of activities during the fiscal year ended September 30, 2020.

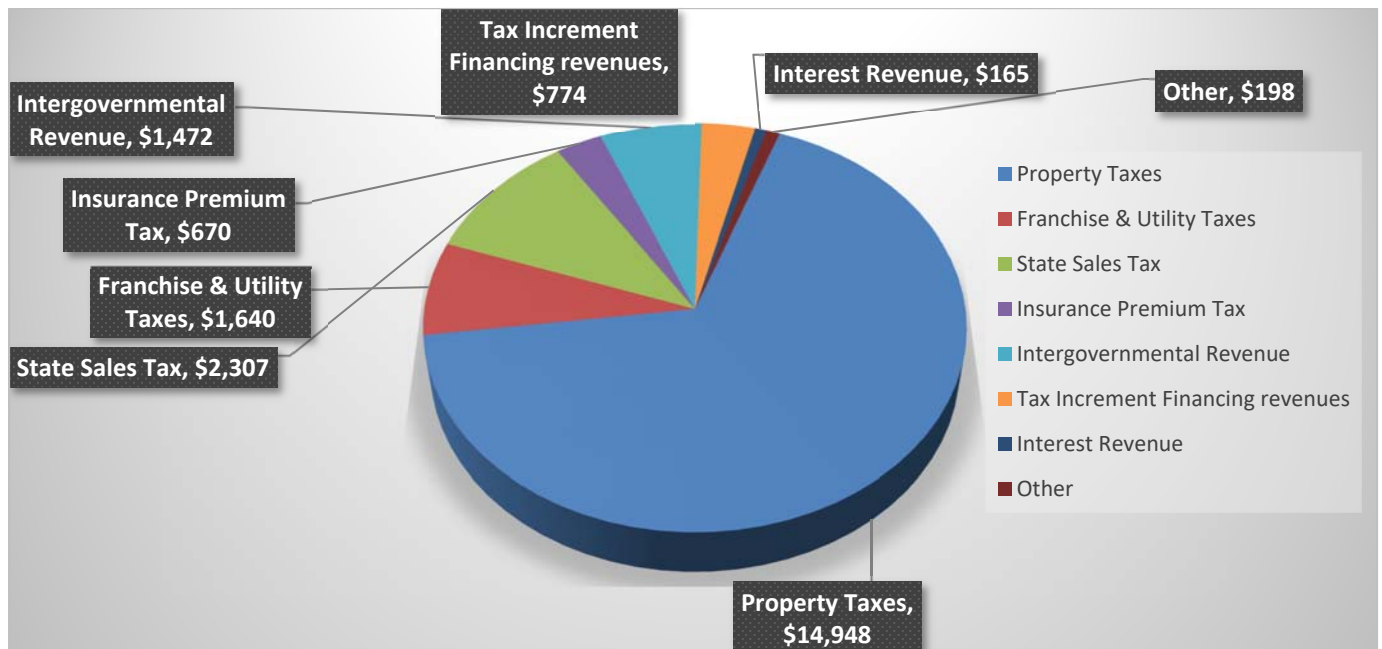
**CITY OF ORMOND BEACH'S CHANGE IN NET
POSITION
(In Thousands)**

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues:						
Program revenues:						
Charges for services	\$5,304	\$5,408	\$27,541	\$27,885	\$32,845	\$33,293
Operating grants & contributions	2,975	1,913	2,064	2,192	5,039	4,105
Capital grants & contributions	1,839	5,074	1,414	1,008	3,253	6,082
General revenues:						
Property taxes	14,948	14,676	0	0	14,948	14,676
Franchise/Utility taxes	8,640	8,834	0	0	8,640	8,834
State sales tax	2,307	2,366	0	0	2,307	2,366
Insurance premium taxes	671	712	0	0	671	712
Intergovernmental revenue	1,472	1,578	0	0	1,472	1,578
Tax increment financing revenues	774	741	0	0	774	740
Interest revenue	165	372	151	340	316	712
Other	198	365	52	40	250	405
Total Revenues	\$39,293	\$42,039	\$31,222	\$31,465	\$70,515	\$73,504
Expenses:						
General Government	\$5,162	\$5,579	0	0	\$5,162	\$5,579
Public Safety	17,035	17,278	0	0	17,035	17,278
Public Works	8,587	8,276	0	0	8,587	8,276
Human Services	117	170	0	0	117	170
Culture & Recreation	8,101	7,970	0	0	8,101	7,970
Economic Development	386	309	0	0	386	309
Interest on long-term debt	163	190	0	0	163	190
Water & Sewer	0	-	19,234	19,558	19,234	19,558
Solid Waste	0	-	8,230	7,676	8,230	7,676
Total Expenses	39,551	39,772	27,464	27,234	67,015	67,006
Increase in net position before transfers	-258	-1,382	3,758	3,560	3,500	2,179
Transfers	3,357	3,064	-3,357	-3,064	0	0
Increase (decrease) in net position	3,099	1,682	401	497	3,500	2,179
Net position, beginning of year	110,876	105,531	83,810	82,657	194,686	188,188
Net position, end of year	\$113,975	\$110,876	\$84,211	\$83,810	\$198,186	\$194,686

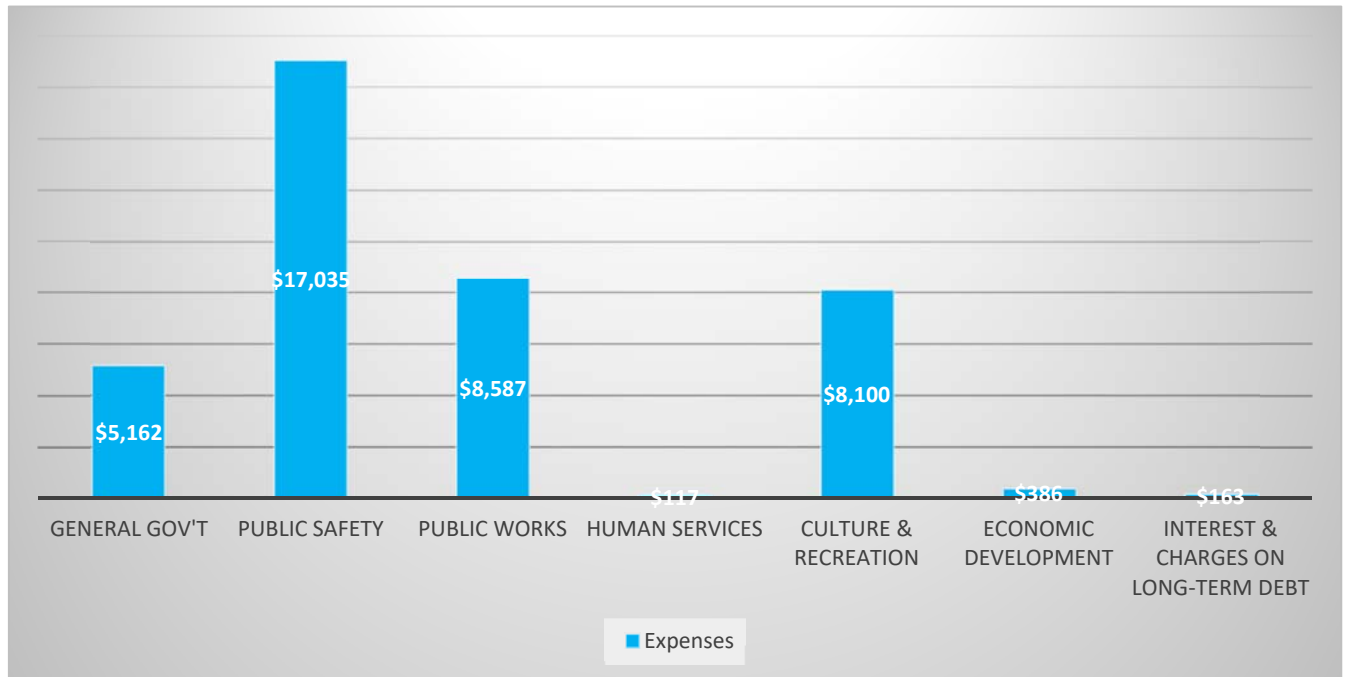
Program Revenue by Source Governmental Activities (in Thousands)



General Revenue by Source Governmental Activities (in Thousands)



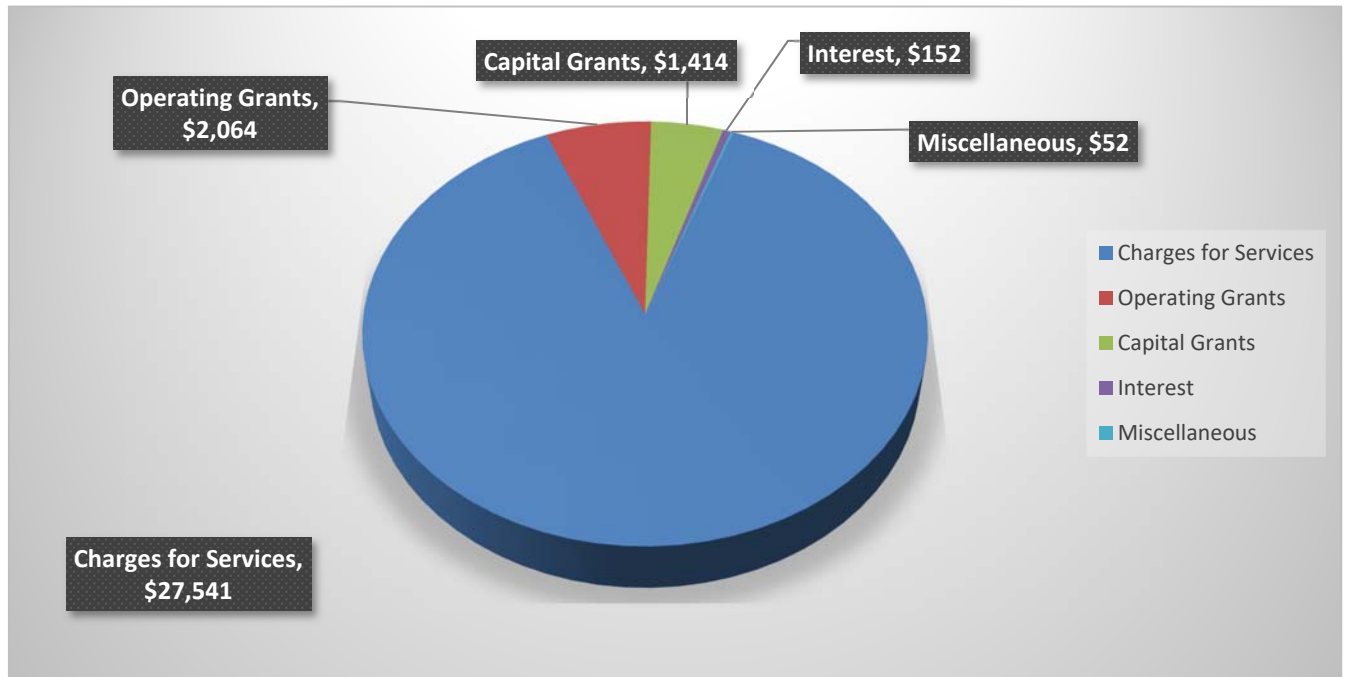
Program Expenses Governmental Activities (in Thousands)



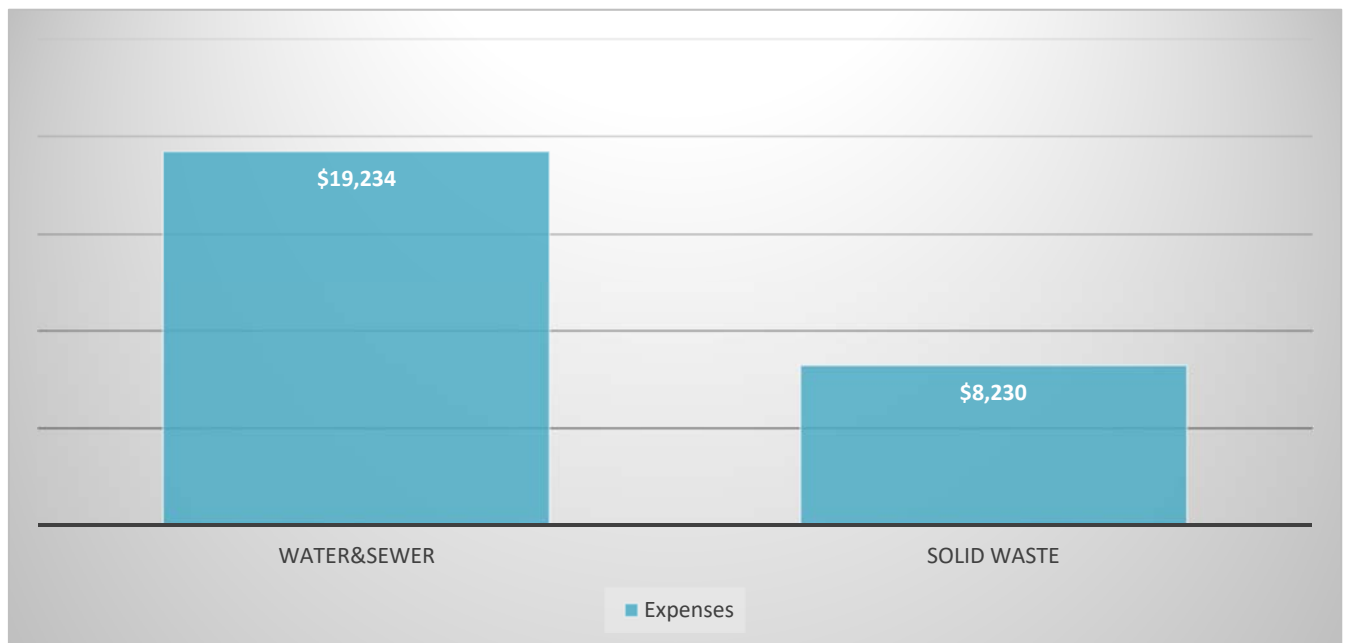
Governmental activities

Governmental activities increased the net position by \$3,099,000. Key elements of these changes are operating and capital grants received by the City and other items noted on page 27.

Program Revenue by Source Business-type Activities (in Thousands)



Program Expenses Business-type Activities



Business-type activities

Business-type activities increased the City of Ormond Beach's net position by \$401,000.

Financial Analysis of the City's Funds

As noted earlier, the City of Ormond Beach uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City of Ormond Beach's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a City's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City of Ormond Beach's twenty-two (22) governmental funds reported combined ending fund balances of \$30,351,000, an increase of \$1,172,000 in comparison with the prior year. This increase relates to the timing of scheduled capital improvements. Fund balance for the combined twenty-two (22) governmental funds consists of:

- \$6,263,000 or 20.6% is assigned for economic development, municipal airport, recreational facilities, grants, debt service, capital projects, revenue stabilization and appropriations.
- \$378,000 or 1.2% is committed by formal action of the City Commission for improvements of recreational facilities.
- \$14,482,000 or 47.7% is restricted by enabling legislation or other legal requirements imposed by outside sources.
- \$1,929,000 or 6.4% is non-spendable relating to inventories, prepaid items and long-term advances.
- \$7,300,000 or 24.1% is unassigned.

The General Fund is the chief operating fund of the City of Ormond Beach. General Fund fund balance increased by \$1,277,000 during the year which included \$46,000 related to Economic Development. At the end of the current fiscal year fund balance of \$773,000 was considered nonspendable and allocated for advances and inventory; \$67,000 was restricted by legal requirements. Fund balance of \$4,416,000 was assigned to Economic Development, the subsequent year's budget, and capital projects. Unassigned, undesignated fund balance of the General Fund as of September 30, 2020, was \$7,787,000.

The Redevelopment Trust Fund is a special revenue fund that reports the financial activities of the Ormond Beach Downtown Community Redevelopment Area. At September 30, 2020, restricted fund balance of the Redevelopment Trust Fund was \$1,674,000, reflecting a net decrease of \$160,000 for planned capital improvements. The Fund received \$925,000 in tax increment revenues and \$454,000 in transfers from the General Fund in fiscal year 2020. These funds are legally restricted to complete projects identified in the Granada Boulevard Master Plan.

The Ormond Crossings Trust Fund is a special revenue fund that reports the financial activities of the North Mainland/Ormond Crossings Community Redevelopment Area. At September 30, 2020, restricted fund balance of the Ormond Crossings Trust Fund was \$309,000. The net increase to restricted fund

balance during the current year was \$87,000. The Fund received \$49,000 in tax increment revenues and \$39,000 in transfers from the General Fund in fiscal year 2020. These funds are legally restricted for use to complete project identified in the North Mainland/Ormond Crossings Community Redevelopment Area Master Redevelopment Plan.

Funds classified as non-major governmental funds consisting of special revenue funds, debt service funds, and capital project funds have a combined fund balance of \$15,594,000.

Proprietary Funds

The City of Ormond Beach's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water and Sewer Fund at the end of the year amounted to \$5,998,000. The total increase in net position was \$513,000. Unrestricted net position of the Solid Waste Fund at the end of the year amounted to \$393,000. The total decline in net position was \$112,000. Other factors concerning the financial position of these funds have already been addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

The General Fund variances between the final budget and actual amounts consisted of:

Revenues-

- \$305,000 Taxes – The positive variance was largely associated with an increase in delinquent tax collections and utility taxes.
- \$1,322,000 Intergovernmental – The variance reflects reimbursement for hurricane damages.
- (\$315,000) Charges for Services – The negative variance is lost revenue associated with recreation facility closures due to the COVID pandemic.

Expenditures-

- (\$174,000) Fire services – The variance reflects additional costs incurred due to the COVID pandemic which are expected to be reimbursed through federal grant funding.
- \$250,000 Public Works – The variance reflects savings associated with vacant positions resulting from terminations and retirements.
- \$418,000 Culture and recreation – The negative variance is lost revenue associated with recreation facility closures due to the COVID pandemic.

Capital Asset and Debt Administration

The City of Ormond Beach's investment in capital assets, net of related depreciation, for its governmental and business type activities as of September 30, 2020, amounts to \$218,162,000. This investment in capital assets includes land, buildings and improvements other than buildings, equipment, infrastructure and construction in progress.

The total change in the City of Ormond Beach's capital assets, net of related depreciation, for the current fiscal year was an increase of \$1,449,000 (1.2%) for governmental activities and a decrease of \$1,137,000 (1.1%) for business-type activities.

CITY OF ORMOND BEACH'S CAPITAL ASSETS

Net of Depreciation

(In thousands)

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Land	\$43,452	\$43,452	\$1,072	\$1,072	\$44,524	\$44,524
Works of Art	377	377	-	-	377	377
Intangibles (Easements)	1,180	1,510	543	399	1,723	1,909
Building & Improvements	62,180	63,552	90,989	89,301	153,169	152,853
Equipment	5,277	5,408	1,671	1,787	6,948	7,195
Construction in progress	7,254	5,643	3,129	5,661	10,383	11,304
Total	\$119,720	\$119,942	\$97,404	\$98,220	\$217,124	\$218,162

Additional information on the City of Ormond Beach's capital assets can be found in Note (6) on pages 57-58 of this report.

Long-term Debt

At the end of the 2020 fiscal year, the City of Ormond Beach had total bonded debt outstanding of \$27,362,000. Of this amount, \$3,285,000 relates long-term debt backed by the full faith and credit of the government. The remainder of the City of Ormond Beach's debt represents bonds secured solely by specified revenue sources or covenants.

CITY OF ORMOND BEACH'S OUTSTANDING DEBT

General Obligation and Revenue
Bonds (In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
General Obligation Bonds	\$3,285	\$3,640	-	-	\$3,285	\$3,640
Revenue Bonds	-	-	\$24,077	\$27,602	\$24,077	\$27,602
Total	\$3,285	\$3,640	\$24,077	\$27,602	\$27,362	\$31,242

The City of Ormond Beach's total bonded debt decreased by \$3,880,000 during the current fiscal year.

Under Florida statutes, no debt limit margin is placed on local governments. Additional information on the City's long-term debt can be found in Note (10) on pages 61-67 of this report.

Economic Factors and Next Year's Budgets and Rates

- The unemployment rate for the municipal service area was 1.37% as of September 2020 compared to a year ago.
- The City's taxable value of commercial and residential property continues to increase.
- Inflationary trends in the region are comparable to national indices.

All of these factors were considered in preparing the City of Ormond Beach's budget for the 2020-21 fiscal year.

Unassigned, fund balance of the General Fund as of September 30, 2020 was \$7,300,000.

Water and wastewater service rates for fiscal year 2021 remained unchanged as current revenue was sufficient to provide funding for operational and capital expenses.

Requests for Information

This financial report is designed to provide a general overview of the City of Ormond Beach's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Ormond Finance Director, P.O. Box 277, Ormond Beach, Florida 32175-0277. Additional information can be found on the Finance Department's website at www.ormondbeach.org.

BASIC FINANCIAL STATEMENTS

These basic financial statements contain Government-wide Financial Statements, Fund Financial Statements and Notes to the Financial Statements.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

	Governmental Activities	Business-type Activities	Total
ASSETS			
Equity in pooled cash and investments	\$ 30,057,336	\$ 11,125,962	\$ 41,183,298
Receivables, net	2,241,195	2,747,273	4,988,468
Due from other governments	4,319,690	47,600	4,367,290
Inventories	163,188	-	163,188
Prepays	1,167,586	-	1,167,586
Restricted assets:			
Equity in pooled cash	152,419	13,324,721	13,477,140
Capital assets:			
Capital assets, not being depreciated	51,391,897	4,744,319	56,136,216
Other capital assets, net of depreciation	68,328,065	92,659,521	160,987,586
Total assets	<u>\$ 157,821,376</u>	<u>\$ 124,649,396</u>	<u>\$ 282,470,772</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows related to pensions	\$ 660,858	\$ 3,400	\$ 664,258
Deferred outflows related to OPEB	826,383	178,114	1,004,497
Total deferred outflows	<u>\$ 1,487,241</u>	<u>\$ 181,514</u>	<u>\$ 1,668,755</u>
LIABILITIES			
Accounts payable and accrued liabilities	\$ 3,152,138	\$ 2,380,753	\$ 5,532,891
Customer deposits	152,419	247,529	399,948
Unearned revenue	575,180	-	575,180
Accrued interest payable	42,112	96,635	138,747
Due to fiduciary funds	123,618	-	123,618
Noncurrent liabilities:			
Due within one year	3,330,152	4,644,890	7,975,042
Due in more than one year	7,831,660	29,911,334	37,742,994
Total OPEB liability	4,874,558	1,071,206	5,945,764
Net pension liability	22,641,326	1,889,493	24,530,819
Total liabilities	<u>\$ 42,723,163</u>	<u>\$ 40,241,840</u>	<u>\$ 82,965,003</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	\$ 1,844,771	\$ 212,593	\$ 2,057,364
Deferred inflows related to OPEB	766,100	165,121	931,221
Total deferred inflows	<u>\$ 2,610,871</u>	<u>\$ 377,714</u>	<u>\$ 2,988,585</u>
NET POSITION			
Net investment in capital assets	\$ 113,489,954	\$ 65,247,123	\$ 178,737,077
Restricted for:			
Debt service	196,355	2,971,822	3,168,177
Construction	1,628,701	9,622,948	11,251,649
Renewal and replacement	-	400,000	400,000
Transportation	3,139,018	-	3,139,018
Redevelopment trust	1,982,929	-	1,982,929
Stormwater drainage	7,331,400	-	7,331,400
Other purposes	161,507	-	161,507
Unrestricted	(13,955,281)	5,969,463	(7,985,818)
Total net position	<u>\$ 113,974,583</u>	<u>\$ 84,211,356</u>	<u>\$ 198,185,939</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 5,162,473	\$ 134,000	\$ -	\$ 360,855	\$ (4,667,618)	\$ -	\$ (4,667,618)
Public safety	17,035,324	125,687	1,576,793	24,025	(15,308,819)	-	(15,308,819)
Public works	8,586,574	4,612,080	1,397,906	1,042,708	(1,533,880)	-	(1,533,880)
Human services	117,127	-	-	-	(117,127)	-	(117,127)
Culture and recreation	8,100,460	431,977	-	412,014	(7,256,469)	-	(7,256,469)
Economic development	386,108	-	-	-	(386,108)	-	(386,108)
Interest on long-term debt	163,267	-	-	-	(163,267)	-	(163,267)
Total governmental activities	39,551,333	5,303,744	2,974,699	1,839,602	(29,433,288)	-	(29,433,288)
Business-type activities:							
Water and sewer	19,234,072	20,015,768	217,211	1,414,146	-	2,413,053	2,413,053
Solid waste	8,229,978	7,525,384	1,846,594	-	-	1,142,000	1,142,000
Total business-type activities	27,464,050	27,541,152	2,063,805	1,414,146	-	3,555,053	3,555,053
Total primary government	<u>\$ 67,015,383</u>	<u>\$ 32,844,896</u>	<u>\$ 5,038,504</u>	<u>\$ 3,253,748</u>	<u>(29,433,288)</u>	<u>3,555,053</u>	<u>(25,878,235)</u>
General revenues:							
Property taxes					14,947,627	-	14,947,627
Sales taxes					2,307,313	-	2,307,313
Insurance premium taxes					670,572	-	670,572
Franchise and utility taxes					8,639,663	-	8,639,663
Unrestricted intergovernmental revenue					1,472,372	-	1,472,372
Tax increment financing revenues					774,443	-	774,443
Interest revenue					165,003	151,503	316,506
Miscellaneous revenues					198,132	51,565	249,697
Transfers					3,357,204	(3,357,204)	-
Total general revenues and transfers					32,532,329	(3,154,136)	29,378,193
Change in net position					3,099,041	400,917	3,499,958
Net position - beginning of year					110,875,542	83,810,439	194,685,981
Net position - ending of year					<u>\$ 113,974,583</u>	<u>\$ 84,211,356</u>	<u>\$ 198,185,939</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF ORMOND BEACH, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	<u>General</u>	<u>Redevelopment Trust</u>	<u>Ormond Crossings Trust</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS					
Equity in pooled cash and investments	\$ 10,400,938	\$ 1,693,555	\$ 308,952	\$ 14,581,012	\$ 26,984,457
Receivables, net	1,910,922	-	-	330,023	2,240,945
Due from other governments	2,201,482	-	-	2,108,836	4,310,318
Advances to other funds	610,000	-	-	-	610,000
Inventories	163,188	-	-	-	163,188
Prepaid items	-	-	-	1,155,825	1,155,825
Total assets	<u>\$ 15,286,530</u>	<u>\$ 1,693,555</u>	<u>\$ 308,952</u>	<u>\$ 18,175,696</u>	<u>\$ 35,464,733</u>
LIABILITIES					
Accounts payable and accrued liabilities	\$ 1,366,935	\$ 19,578	\$ -	\$ 1,746,450	\$ 3,132,963
Customer deposits	152,419	-	-	-	152,419
Unearned revenue	358,090	-	-	217,600	575,690
Advances from other funds	-	-	-	610,000	610,000
Due to other funds	123,618	-	-	-	123,618
Total liabilities	<u>2,001,062</u>	<u>19,578</u>	<u>-</u>	<u>2,574,050</u>	<u>4,594,690</u>
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue	<u>511,781</u>	<u>-</u>	<u>-</u>	<u>7,330</u>	<u>519,111</u>
FUND BALANCES					
Nonspendable:					
Inventories	163,188	-	-	-	163,188
Prepaid items	-	-	-	1,155,825	1,155,825
Long-term advances	610,000	-	-	-	610,000
Restricted for:					
Ormond Memorial Art Museum	67,211	-	-	-	67,211
Downtown	-	1,673,977	-	-	1,673,977
North Mainland	-	-	308,952	-	308,952
Stormwater drainage	-	-	-	7,331,400	7,331,400
Law enforcement	-	-	-	94,296	94,296
Debt service	-	-	-	238,467	238,467
Transportation impact	-	-	-	3,139,018	3,139,018
Impact fees	-	-	-	1,628,701	1,628,701
Committed to:					
Recreational facilities	-	-	-	378,085	378,085
Assigned to:					
Economic development	466,426	-	-	-	466,426
Recreational facilities	-	-	-	519,894	519,894
Grants	-	-	-	16,574	16,574
Debt service	-	-	-	208,285	208,285
Capital improvements	2,359,500	-	-	1,371,833	3,731,333
Subsequent year's budget	1,320,000	-	-	-	1,320,000
Unassigned	7,787,362	-	-	(488,062)	7,299,300
Total fund balances	<u>12,773,687</u>	<u>1,673,977</u>	<u>308,952</u>	<u>15,594,316</u>	<u>30,350,932</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 15,286,530</u>	<u>\$ 1,693,555</u>	<u>\$ 308,952</u>	<u>\$ 18,175,696</u>	<u>\$ 35,464,733</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

Fund balances - total governmental funds \$ 30,350,932

Amounts reported for governmental activities in the statement of activities are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds

Total governmental capital assets	246,827,703	
Less: accumulated depreciation	<u>(127,107,741)</u>	119,719,962

On the governmental fund statements, a net pension liability is not recorded unless an amount is legally due and payable (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the City's net pension liability of the defined benefit pension plans is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to pensions are also reported.

Net pension liability	(22,641,326)	
Deferred outflows related to pensions	660,858	
Deferred inflows related to pensions	<u>(1,844,771)</u>	(23,825,239)

On the governmental fund statements, a OPEB liability is not recorded unless an amount is due and payable (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the City's total OPEB liability is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to OPEB are also reported.

Total OPEB liability	(4,874,558)	
Deferred outflows related to OPEB	826,383	
Deferred inflows related to OPEB	<u>(766,100)</u>	(4,814,275)

Internal service funds are used by management to charge the costs of data processing, insurance, fleet lease and maintenance, building maintenance, and internal loans to individual funds. These assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.

Total net position		846,016
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Because some property taxes and other revenues will not be collected for several months after the close of the City's fiscal year end, they are not considered as "available" revenues in the governmental funds, and therefore, reported as deferred inflows of unavailable revenues. In the statement of net position, which is presented on an accrual basis, no deferral is reported since the revenue is fully recognized in the statement of activities.

519,111

Long-term liabilities, including bonds payable and notes payable, are not due and payable in the current period and, therefore, are not reported in the funds. These liabilities, deferred outflows, and other debt-related deferred charges consist of the following:

Bonds and notes payable	(3,857,000)	
Other long-term payables	(883,282)	
Capital leases payable	(1,489,726)	
Accrued interest payable	(42,112)	
Compensated absences	<u>(2,549,804)</u>	(8,821,924)

Net position of governmental activities		<u><u>\$ 113,974,583</u></u>
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The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	General	Redevelopment Trust	Ormond Crossings Trust	Nonmajor Governmental Funds	Total Governmental Funds
Revenues					
Taxes	\$ 21,263,456	\$ -	\$ -	\$ 4,161,018	\$ 25,424,474
Permits and fees	1,318,480	-	-	-	1,318,480
Intergovernmental	5,339,595	924,490	47,427	1,435,274	7,746,786
Charges for services	763,024	-	-	2,539,582	3,302,606
Fines and forfeitures	62,708	-	-	14,820	77,528
Miscellaneous	2,701,308	7,300	1,458	709,367	3,419,433
Total revenues	31,448,571	931,790	48,885	8,860,061	41,289,307
Expenditures					
Current:					
General government	5,930,838	60,349	-	-	5,991,187
Public safety	16,020,990	-	-	734,137	16,755,127
Public works	5,108,793	145,071	-	1,878,320	7,132,184
Culture and recreation	5,758,427	193,855	-	153,934	6,106,216
Human services	94,615	-	-	22,512	117,127
Economic development	413,683	-	-	-	413,683
Capital improvements	48,307	1,146,755	-	6,036,129	7,231,191
Debt service:					
Principal retirement	-	-	-	1,034,443	1,034,443
Interest and other	-	-	-	160,847	160,847
Total expenditures	33,375,653	1,546,030	-	10,020,322	44,942,005
Excess (deficiency) of revenues over expenditures	<u>(1,927,082)</u>	<u>(614,240)</u>	<u>48,885</u>	<u>(1,160,261)</u>	<u>(3,652,698)</u>
Other financing sources (uses)					
Transfers in	4,377,640	454,102	38,500	1,770,844	6,641,086
Transfers out	(1,173,450)	-	-	(2,011,320)	(3,184,770)
Capital lease	-	-	-	1,377,155	1,377,155
Total other financing sources (uses)	3,204,190	454,102	38,500	1,136,679	4,833,471
Net change in fund balances	<u>1,277,108</u>	<u>(160,138)</u>	<u>87,385</u>	<u>(23,582)</u>	<u>1,180,773</u>
Fund balances, beginning of year	11,496,579	1,834,115	221,567	15,617,898	29,170,159
Fund balances, end of year	<u>\$ 12,773,687</u>	<u>\$ 1,673,977</u>	<u>\$ 308,952</u>	<u>\$ 15,594,316</u>	<u>\$ 30,350,932</u>

The accompanying notes to financial statements are an integral part of this statement

**CITY OF ORMOND BEACH, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

Net change in fund balances - total governmental funds \$ 1,180,773

Amounts reported for governmental activities in the Statement of Activities
are different because:

Governmental funds report capital outlays as expenditures. However, in statement of activities
the cost of those assets is depreciated over their estimated useful lives.

Expenditures for capital assets	7,231,191	
Contributed capital assets	251,453	
Loss on disposition of capital assets	(550)	
Less current year depreciation	(7,704,821)	(222,727)

Bond and loan proceeds are reported as financing sources in the governmental funds. However,
the issuance of debt is reported as long-term debt payable in the statement of net position.

Repayment of bond and note principal is an expenditure in the governmental funds, but
the repayment of debt principal reduces long-term liabilities in the statement of net position.

These amounts are as follows:

Principal repayment of general long-term debt	1,034,443
Issuance of governmental long-term debt	(1,377,155)

Revenues in the statement of activities that do not provide current financial resources are not
reported as revenues in governmental funds (change in delinquent taxes and liens). 32,788

Governmental funds report contributions to defined benefit pension and OPEB plans as expenditures.
However, in the Statement of Activities, the amount contributed to defined benefit pension and OPEB plans
reduces future net pension liability and total OPEB liability. Also included in pension and OPEB expense
in the Statement of Activities are amounts required to be amortized.

Change in net pension liability and deferred inflows/outflows related to pensions	2,923,667
Change in total OPEB liability and deferred inflows/outflows related to OPEB	(265,790)

Under the modified accrual basis of accounting used in the governmental funds, expenditures
are not recognized for transactions that are not normally paid with expendable available
financial resources. In the statement of activities, however, which is presented on the accrual
basis, expenses and liabilities are reported regardless of when financial resources are available.
In addition, interest on long-term debt is not recognized under the modified accrual basis of
accounting until due, rather than as it accrues. These adjustments are as follows:

Change in accrued interest on long-term debt	(2,420)
Change in compensated absences liability	(608,728)

Internal service funds are used by management to charge the costs of certain activities to
individual funds. The portion of net revenue/expense of internal service funds reported
within governmental activities for the year.

404,190

Change in net position of governmental activities	\$ 3,099,041
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The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 20,958,620	\$ 20,958,620	\$ 21,263,456	\$ 304,836
Permits and fees	1,284,950	1,284,950	1,318,480	33,530
Intergovernmental	3,909,500	4,017,798	5,339,595	1,321,797
Charges for services	1,077,500	1,077,500	763,024	(314,476)
Fines and forfeitures	88,000	88,000	62,708	(25,292)
Miscellaneous	2,667,349	2,709,051	2,701,308	(7,743)
Total revenues	29,985,919	30,135,919	31,448,571	1,312,652
Expenditures				
Current:				
General government:				
Legislation and policy	2,029,147	2,050,394	2,149,101	(98,707)
Finance	1,912,378	1,912,378	1,747,687	164,691
Human resources	441,107	466,107	375,389	90,718
Planning	656,791	676,741	623,573	53,168
Building inspections	1,065,085	1,065,085	1,035,088	29,997
Total general government	6,104,508	6,170,705	5,930,838	239,867
Public safety:				
Police	9,313,862	9,483,703	9,385,603	98,100
Fire	6,318,906	6,461,906	6,635,387	(173,481)
Total public safety	15,632,768	15,945,609	16,020,990	(75,381)
Public works	5,143,266	5,358,636	5,108,793	249,843
Culture and recreation	6,130,198	6,176,341	5,758,427	417,914
Human services	91,528	91,528	94,615	(3,087)
Economic development	422,185	422,185	413,683	8,502
Non-departmental	(559,016)	(974,567)	-	(974,567)
Capital improvements	195,000	195,000	48,307	146,693
Total expenditures	33,160,437	33,385,437	33,375,653	9,784
Excess (deficiency) of revenues over expenditures	(3,174,518)	(3,249,518)	(1,927,082)	1,322,436
Other financing sources (uses)				
Transfers in	4,390,487	4,390,487	4,377,640	(12,847)
Transfers out	(1,410,969)	(1,335,969)	(1,173,450)	162,519
Total other financing sources (uses)	2,979,518	3,054,518	3,204,190	149,672
Net change in fund balance	(195,000)	(195,000)	1,277,108	1,472,108
Fund balance, beginning of year	11,496,579	11,496,579	11,496,579	-
Fund balance, end of year	\$ 11,301,579	\$ 11,301,579	\$ 12,773,687	\$ 1,472,108

The accompanying notes to financial statements are an integral part of this statement

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - REDEVELOPMENT TRUST FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Intergovernmental	\$ 696,442	\$ 896,442	\$ 924,490	\$ 28,048
Miscellaneous	1,500	1,500	7,300	5,800
Total revenues	697,942	897,942	931,790	33,848
Expenditures				
Current:				
General government:				
Planning	85,000	85,000	60,349	24,651
Public works	217,272	217,272	145,071	72,201
Culture and recreation	183,100	183,100	193,855	(10,755)
Human services	200,000	200,000	-	200,000
Nondepartmental	-	(3,000)	-	(3,000)
Capital improvements	1,170,000	1,173,000	1,146,755	26,245
Total expenditures	1,855,372	1,855,372	1,546,030	309,342
Excess (deficiency) of revenues over expenditures	<u>(1,157,430)</u>	<u>(957,430)</u>	<u>(614,240)</u>	<u>343,190</u>
Other financing sources (uses)				
Transfers in	443,583	443,583	454,102	10,519
Transfers out	-	-	-	-
Total other financing sources (uses)	443,583	443,583	454,102	10,519
Net change in fund balance	<u>(713,847)</u>	<u>(513,847)</u>	<u>(160,138)</u>	<u>353,709</u>
Fund balance, beginning of year	1,834,115	1,834,115	1,834,115	-
Fund balance, end of year	<u><u>\$ 1,120,268</u></u>	<u><u>\$ 1,320,268</u></u>	<u><u>\$ 1,673,977</u></u>	<u><u>\$ 353,709</u></u>

The accompanying notes to financial statements are an integral part of this statement

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - ORMOND CROSSINGS TRUST FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Intergovernmental	\$ 44,648	\$ 44,648	\$ 47,427	\$ 2,779
Miscellaneous	-	-	1,458	1,458
Total revenues	44,648	44,648	48,885	4,237
Expenditures				
Current:				
General government:				
Nondepartmental	81,198	81,198	-	81,198
Total expenditures	81,198	81,198	-	81,198
Excess (deficiency) of revenues over expenditures	<u>(36,550)</u>	<u>(36,550)</u>	<u>48,885</u>	<u>85,435</u>
Other financing sources (uses)				
Transfers in	36,550	36,550	38,500	(1,950)
Transfers out	-	-	-	-
Total other financing sources (uses)	36,550	36,550	38,500	(1,950)
Net change in fund balance	<u>-</u>	<u>-</u>	<u>87,385</u>	<u>83,485</u>
Fund balance, beginning of year	221,567	221,567	221,567	-
Fund balance, end of year	<u>\$ 221,567</u>	<u>\$ 221,567</u>	<u>\$ 308,952</u>	<u>\$ 83,485</u>

The accompanying notes to financial statements are an integral part of this statement

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds			Governmental Activities Internal Service Funds
	Water and Sewer	Solid Waste	Total	
ASSETS				
Current assets:				
Equity in pooled cash and investments	\$ 10,507,143	\$ 618,819	\$ 11,125,962	\$ 3,225,298
Accounts receivable - net	1,913,047	834,226	2,747,273	250
Due from other governments	47,600	-	47,600	9,372
Prepaid items	-	-	-	11,761
Restricted equity in pooled cash and investments	4,631,505	-	4,631,505	-
Total current assets	<u>17,099,295</u>	<u>1,453,045</u>	<u>18,552,340</u>	<u>3,246,681</u>
Noncurrent assets:				
Restricted equity in pooled cash and investments	8,585,350	107,866	8,693,216	-
Capital assets:				
Land	1,072,485	-	1,072,485	-
Intangibles	543,138	-	543,138	-
Building and improvements other than buildings	240,418,810	310,613	240,729,423	-
Equipment	5,662,585	394,038	6,056,623	-
Less accumulated depreciation	(153,843,168)	(283,357)	(154,126,525)	-
Construction in progress	3,128,696	-	3,128,696	-
Total noncurrent assets	<u>105,567,896</u>	<u>529,160</u>	<u>106,097,056</u>	<u>-</u>
Total assets	<u>\$ 122,667,191</u>	<u>\$ 1,982,205</u>	<u>\$ 124,649,396</u>	<u>\$ 3,246,681</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows related to pensions	\$ 3,228	\$ 172	\$ 3,400	\$ -
Deferred outflows related to OPEB	173,653	4,461	178,114	-
Total deferred outflows	<u>\$ 176,881</u>	<u>\$ 4,633</u>	<u>\$ 181,514</u>	<u>\$ -</u>
LIABILITIES				
Current liabilities:				
Accounts payable	\$ 1,674,340	\$ 509,559	\$ 2,183,899	\$ 18,665
Accrued liabilities	190,665	6,189	196,854	-
Compensated absences	249,647	21,389	271,036	-
Claims payable	-	-	-	947,000
Current portion of landfill closure	-	86,513	86,513	-
Payable from restricted assets:				
Customer deposits	247,529	-	247,529	-
Current portion of bonds and loans payable	4,287,341	-	4,287,341	-
Accrued interest payable	96,635	-	96,635	-
Total current liabilities	<u>6,746,157</u>	<u>623,650</u>	<u>7,369,807</u>	<u>965,665</u>
Noncurrent liabilities:				
Compensated absences	200,229	28,698	228,927	-
Claims payable	-	-	-	1,435,000
Bonds payable	20,463,000	-	20,463,000	-
Loans from other governments	8,426,087	-	8,426,087	-
Landfill closure liability	-	793,320	793,320	-
Total OPEB liability	1,033,442	37,764	1,071,206	-
Net pension liability	1,794,052	95,441	1,889,493	-
Total noncurrent liabilities	<u>31,916,810</u>	<u>955,223</u>	<u>32,872,033</u>	<u>1,435,000</u>
Total liabilities	<u>\$ 38,662,967</u>	<u>\$ 1,578,873</u>	<u>\$ 40,241,840</u>	<u>\$ 2,400,665</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to pensions	\$ 201,854	\$ 10,739	\$ 212,593	\$ -
Deferred inflows related to OPEB	160,985	4,136	165,121	-
Total deferred inflows	<u>\$ 362,839</u>	<u>\$ 14,875</u>	<u>\$ 377,714</u>	<u>\$ -</u>
NET POSITION				
Net investment in capital assets	\$ 64,825,829	\$ 421,294	\$ 65,247,123	\$ -
Restricted for construction	9,622,948	-	9,622,948	-
Restricted for debt service	2,971,822	-	2,971,822	-
Restricted for renewal and replacement	400,000	-	400,000	-
Unrestricted	5,997,667	(28,204)	5,969,463	846,016
Total net position	<u>\$ 83,818,266</u>	<u>\$ 393,090</u>	<u>\$ 84,211,356</u>	<u>\$ 846,016</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds			Governmental Activities Internal Service Funds
	Water and Sewer	Solid Waste	Total	
Operating revenues:				
Charges for services:				
Water sales	\$ 10,504,569	\$ -	\$ 10,504,569	\$ -
Service charges	242,164	-	242,164	-
Sewer charges	9,269,035	-	9,269,035	-
Refuse charges	-	7,525,384	7,525,384	-
Franchise fees	-	1,543,786	1,543,786	-
Internal charges	-	-	-	2,592,255
Miscellaneous	49,238	-	49,238	65,623
Total operating revenues	<u>20,065,006</u>	<u>9,069,170</u>	<u>29,134,176</u>	<u>2,657,878</u>
Operating expenses:				
Billing and customer service	1,507,170	-	1,507,170	-
Water system	4,059,781	-	4,059,781	-
Sewer system	4,464,620	-	4,464,620	-
Solid waste system	-	8,205,927	8,205,927	-
Claims and insurance	-	-	-	2,154,576
Depreciation	8,172,641	24,051	8,196,692	-
Total operating expenses	<u>18,204,212</u>	<u>8,229,978</u>	<u>26,434,190</u>	<u>2,154,576</u>
Operating income	<u>1,860,794</u>	<u>839,192</u>	<u>2,699,986</u>	<u>503,302</u>
Nonoperating income (expenses):				
Interest revenue	141,720	9,783	151,503	-
Operating grants	217,211	302,808	520,019	-
Interest/amortization expense	(1,029,860)	-	(1,029,860)	-
Gain (loss) on disposal of capital assets	2,327	-	2,327	-
Total nonoperating revenues (expenses)	<u>(668,602)</u>	<u>312,591</u>	<u>(356,011)</u>	<u>-</u>
Income before contributions, grants, and transfers	<u>1,192,192</u>	<u>1,151,783</u>	<u>2,343,975</u>	<u>503,302</u>
Capital contributions, grants, and impact fees	1,414,146	-	1,414,146	-
Transfers in	463,048	-	463,048	-
Transfers out	<u>(2,556,660)</u>	<u>(1,263,592)</u>	<u>(3,820,252)</u>	<u>(99,112)</u>
Change in net position	<u>512,726</u>	<u>(111,809)</u>	<u>400,917</u>	<u>404,190</u>
Total net position - beginning of year	<u>83,305,540</u>	<u>504,899</u>	<u>83,810,439</u>	<u>441,826</u>
Total net position - ending of year	<u><u>\$ 83,818,266</u></u>	<u><u>\$ 393,090</u></u>	<u><u>\$ 84,211,356</u></u>	<u><u>\$ 846,016</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-type Activities - Enterprise Funds			Governmental Activities Internal Service Funds
	Water and Sewer	Solid Waste	Total	
Cash flows from operating activities				
Cash received from customers	\$ 20,027,259	\$ 9,062,968	\$ 29,090,227	\$ 2,688,547
Cash paid to employees	(3,972,343)	(94,048)	(4,066,391)	-
Cash paid to suppliers	(6,246,219)	(5,824,825)	(12,071,044)	(1,871,800)
Net cash provided by (used in) operating activities	9,808,697	3,144,095	12,952,792	816,747
Cash flows from noncapital financing activities				
Transfers from other funds	463,048	-	463,048	-
Transfers to other funds	(2,556,660)	(1,263,592)	(3,820,252)	(99,112)
Operating grants	217,211	-	217,211	-
Interfund loans	-	(1,394,345)	(1,394,345)	-
Net cash provided by (used in) noncapital financing activities	(1,876,401)	(2,657,937)	(4,534,338)	(99,112)
Cash flows from capital and related financing activities				
Acquisition and construction of capital assets	(7,058,959)	-	(7,058,959)	-
Capital grants and impact fees	1,269,688	-	1,269,688	-
Principal payments of long-term debt	(4,177,236)	-	(4,177,236)	-
Interest paid	(1,039,994)	-	(1,039,994)	-
Net cash provided by (used in) capital and related financing activities	(11,006,501)	-	(11,006,501)	-
Cash flows from investing activities				
Interest received	141,720	9,783	151,503	-
Net change in cash and cash equivalents	(2,932,485)	495,941	(2,436,544)	717,635
Cash and cash equivalents, beginning of year	26,656,483	230,744	26,887,227	2,507,663
Cash and cash equivalents, end of year	<u>\$ 23,723,998</u>	<u>\$ 726,685</u>	<u>\$ 24,450,683</u>	<u>\$ 3,225,298</u>
Cash and cash equivalents classified as:				
Unrestricted	\$ 10,507,143	\$ 618,819	\$ 11,125,962	\$ 3,225,298
Restricted	13,216,855	107,866	13,324,721	-
Total cash and cash equivalents	<u>\$ 23,723,998</u>	<u>\$ 726,685</u>	<u>\$ 24,450,683</u>	<u>\$ 3,225,298</u>
Reconciliation of operating income to net cash provided by (used in) operating activities				
Operating income (loss)	\$ 1,860,794	\$ 839,192	\$ 2,699,986	\$ 503,302
Adjustments to reconcile net operating income to net cash provided by operating activities:				
Depreciation	8,172,641	24,051	8,196,692	-
Changes in assets and liabilities:				
Accounts receivable	309,928	(6,202)	303,726	-
Due from other governments	329,525	2,497,658	2,827,183	30,669
Inventories	17,000	-	17,000	-
Prepaid items	-	-	-	(11,761)
Accounts payable and accrued liabilities	(99,824)	(137,238)	(237,062)	(5,463)
Deposits	(677,200)	-	(677,200)	-
Compensated absences	182,862	6,200	189,062	-
Claims liability	-	-	-	300,000
Landfill closure liability	-	(71,806)	(71,806)	-
Net pension liability	(346,974)	(9,298)	(356,272)	-
Total OPEB liability	59,945	1,538	61,483	-
Net cash provided by (used in) operating activities	<u>\$ 9,808,697</u>	<u>\$ 3,144,095</u>	<u>\$ 12,952,792</u>	<u>\$ 816,747</u>
Non-cash investing, capital, and financing activities:				
Capital assets contributed from other sources	<u>\$ 144,458</u>	<u>\$ -</u>	<u>\$ 144,458</u>	<u>\$ -</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2020

	Pension Trust Funds
ASSETS	
Cash and cash equivalents with trustee	\$ 7,777,572
Receivables:	
Due from other funds	389,841
State premium taxes	2,331
Interest and dividends receivable	212,722
Total receivables	604,894
Investments, at fair value:	
U.S. Government securities	19,770,741
Mortgage-backed securities	759,321
Corporate bonds	21,510,838
Corporate stocks	61,824,827
Foreign stocks	13,808,092
Total investments	117,673,819
Total assets	\$ 126,056,285
LIABILITIES	
Accounts payable	\$ 275,085
Due to other funds	266,223
Total liabilities	\$ 541,308
NET POSITION	
Restricted for pensions	\$ 125,514,977

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Pension Trust Funds
Additions	
Contributions:	
Employer	\$ 4,361,395
Plan members	853,389
State - insurance premium taxes	670,574
Total contributions	<u>5,885,358</u>
Investment earnings:	
Net appreciation (depreciation) in fair value of investments	7,327,104
Interest and dividends	2,322,208
Total investment earnings	<u>9,649,312</u>
Less: investment expense	(602,315)
Net investment income (loss)	<u>9,046,997</u>
Total additions	<u>14,932,355</u>
Deductions	
Benefit payments	7,739,792
Refunds	53,378
Administrative expenses	155,164
Total deductions	<u>7,948,334</u>
Change in net position	<u>6,984,021</u>
Net position restricted for pensions, beginning of year	118,530,956
Net position restricted for pensions, end of year	<u><u>\$125,514,977</u></u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

(1) Summary of Significant Accounting Policies:

The City of Ormond Beach, Florida (the City) is a municipal corporation created by the laws of Florida, Chapter 67-1274 located in Volusia County. The legislative branch of the City is comprised of a five- (5) member elected Commission. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

The accounting policies of the City conform to accounting principles generally accepted in the United States of America (GAAP) as applicable to governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. All amounts reported in the financial statements are in thousands. The following is a summary of the more significant policies.

(a) **Reporting entity**—The accompanying financial statements present the financial position, results of operations and cash flows of the applicable fund types governed by the City Commission of the City of Ormond Beach, Florida, the reporting entity of government for which the City Commission is considered to be financially accountable. Based upon the application of the criteria set forth in GASB Codification, there are no discretely presented component units of the City.

(b) **Individual Component Unit Disclosures**—The City reports the following blended component units:

The Ormond Beach Community Redevelopment Agency (CRA) (created by Florida Statutes 163.38 and Resolution 84-74) is governed by a board comprised of the government's elected Commission. Additionally, the services provided by the agency entirely benefit the primary government and bond issuance authorization is approved by the City's Commission. Although legally separate, the CRA is reported as if it were part of the primary government and appropriately recorded as a major special revenue fund.

The Ormond Beach North Mainland / Ormond Crossings Community Redevelopment Agency (Ormond Crossings) (created by Florida Statutes 163.38 and Resolution 2006-36) is governed by a board comprised of the government's elected Commission. Additionally, the services provided by the agency benefit the primary government and bond issuance authorization is approved by the City's Commission. Although legally separate, Ormond Crossings is reported as if it were part of the primary government and appropriately recorded as a major special revenue fund.

(c) **Related organizations**—The City commission is also responsible for appointing the members of the board for the Ormond Beach Housing Authority. The City's accountability for this organization does not extend beyond making the appointments. The board members do not serve at the discretion of the Commission and can only be removed for cause. The City cannot impose its will on the Housing Authority and does not derive any financial benefit or burden from the relationship.

**CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

(1) Summary of Significant Accounting Policies: (Continued)

(d) **Jointly-governed organizations**—The City, in conjunction with the County, eleven (11) other cities in Volusia County, over seventy-five local private sector companies, five (5) higher education institutions and Volusia County Public Schools have created the Team Volusia Economic Development Corporation. Team Volusia EDC is an organization that works to support business growth and recruit new business within the County and its 16 cities. During the year ended September 30, 2020, the City made a contribution to the Team Volusia EDC in the amount of \$25,000, which allows the City to have one member on the Executive Committee.

(e) **Government-wide and fund financial statements**—The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Indirect costs are included in the program expense reported for individual functions and activities. *Program revenues* include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

(f) **Measurement focus, basis of accounting, and financial statement presentation**—The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

**CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

(1) Summary of Significant Accounting Policies: (Continued)

When grant terms provide that an expenditure of resources is the prime factor for determining eligibility for federal, state, and other grant resources, revenue is recognized at the time the expenditure is made. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Taxes, intergovernmental revenue, licenses and permits, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Redevelopment Trust Fund* is a special revenue fund that accounts for the financial resources related to the economic development of the Ormond Beach Downtown Community Redevelopment Area. These funds include proceeds from the City's tax increment financing districts, which are legally restricted and expended to support the City's redevelopment in the designated community redevelopment area.

The *Ormond Crossings Trust Fund* is a special revenue fund that accounts for the financial resources related to the economic development of the North Mainland/Ormond Crossings Community Redevelopment Area. These funds include proceeds from the City's tax increment financing District, which are legally restricted and expended to support the City's redevelopment in the designated community redevelopment area.

The City reports the following major proprietary funds:

The *Water and Sewer Fund* accounts for the activities of the City's water distribution system, sewage treatment plant, sewage pumping stations and collection systems.

The *Solid Waste Fund* accounts for the activities of the City's solid waste collection and disposal system.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) **Summary of Significant Accounting Policies:** (Continued)

Additionally, the City reports the following fund types:

Special Revenue Funds—These funds account for financial resources related to the stormwater, airport, confiscated funds and grants of the City. The funds account for specific revenues that are legally restricted and expended for these specific purposes.

Debt Service Funds—These funds account for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.

Capital Projects Funds—These funds account for financial resources to be used for equipment replacement or the acquisition or construction of major capital facilities and improvement projects (other than those financed by proprietary funds and trust funds).

Internal Service Fund—This fund accounts for self-insurance activities provided to other departments of the City, on a cost-reimbursement basis.

Pension Trust Funds—These funds account for the activities of the Employees Retirement System, which accumulates resources for pension benefit payments to qualified firemen, police officers, and general employees.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) Summary of Significant Accounting Policies: (Continued)

(g) **Budgets and budgetary accounting**—Annual budgets for all governmental and proprietary funds were adopted in compliance with Florida law. The basis on which the budgets are prepared is consistent with the basis of accounting utilized by the various fund types. The governmental funds' budgets are prepared on the modified accrual basis of accounting. The proprietary funds' budgets are prepared on the full accrual basis of accounting. The City follows these procedures in establishing the budgetary data reflected in the accompanying financial statements:

- (i) Prior to the end of the fiscal year, the City Manager submits to the City Commission a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
- (ii) Budget workshops are scheduled by the City Manager, as needed.
- (iii) The general summary of the budget and notice of public hearing is published in the local newspaper.
- (iv) Public hearings are conducted to obtain taxpayer comments.
- (v) Prior to October 1, the budgets are legally enacted through passage of an ordinance.
- (vi) The City Manager is authorized to transfer budgeted amounts between divisions and departments; however, any revisions that alter the total appropriations of any fund must be approved by the City Commission.
- (vii) The level of classification detail at which expenditures may not legally exceed appropriations is the fund level.
- (viii) The City Commission, by Ordinance, may make supplemental appropriations in excess of those originally estimated for the year up to the amount of available revenues. There one budget amendment to the General Fund for the fiscal year ended September 30, 2020.
- (ix) Appropriations lapse at the close of the fiscal year to the extent they have not been expended. Appropriations for capital expenditures lapse five years henceforth.

The budgets for governmental funds that were either adopted or amended during the year by the City Commission were prepared using the modified accrual basis of accounting in accordance with GAAP. The general, special revenue, debt service and capital project funds have legally adopted budgets. The legally adopted annual budget is contained within a separate document.

The individual funds that comprise the Water and Sewer Fund, consisting of the Water and Wastewater Operations Fund, Vehicle Replacement Fund, Renewal and Replacement Fund, Consolidated Debt Service Fund, West Ormond Reuse Impact Fee Fund, Water System Impact Fee Fund, Wastewater System Impact Fee Fund, Water System Improvements Fund, Wastewater System Improvements Fund and Watermain System Improvements Fund, have legally adopted annual budgets. The Solid Waste Fund also has a legally adopted annual budget. Presentation of budget/actual comparisons have not been presented in these financial statements as this disclosure would be misleading and is not required by GAAP.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) Summary of Significant Accounting Policies: (Continued)

(h) **Cash and investments**—For accounting and investment purposes, a pooled cash and investments account is maintained for all funds. This gives the City the ability to invest large amounts of idle cash for short periods of time and to maximize earnings potential. The “equity in pooled cash and investments” represents the amount owned by each fund.

Cash and cash equivalents include cash on hand, demand deposits and cash with fiscal agent. Additionally, each fund’s equity in the City’s investment pool is considered to be a cash equivalent since the funds can deposit or effectively withdraw cash at any time without prior notice or penalty.

All of the City’s investments are reported at fair value, with the exception of 2a-7-like pools which are stated at cost or amortized value. Investments within the Pension Trust Funds made through financial brokers are held with trustees and are stated at fair value as determined in an active market.

(i) **Receivables, revenues, and interfund obligations**—Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

All trade and property tax receivables, including those for water, sewer and solid waste services, are shown net of an allowance for uncollectibles. Trade accounts receivable in excess of 120 days comprise the trade accounts receivable allowance for uncollectibles, including those for water, sewer and solid waste services. The property tax receivable allowance is recorded from approximately 45 percent of outstanding property taxes at September 30, 2020.

The unbilled portion of water, sewer, solid waste, and stormwater earned revenues and accrued at year end is based upon a proration of the October cycle billing.

Under Florida law, the assessment of all properties and the collection of all county, municipal and school district property taxes are consolidated in the offices of the Volusia County Property Appraiser and Volusia County Revenue Division. The laws of the state regulating tax assessment are also designed to assure a consistent property valuation method statewide. State Statutes permit municipalities to levy property taxes at a rate of up to ten mills. For the year ended September 30, 2020, the millage rate assessed by the City was 4.2200 mills.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) **Summary of Significant Accounting Policies:** (Continued)

The property tax calendar is as follows:

Valuation Date January 1, 2019

Property Appraiser prepares the assessment roll with values as of January 1, 2019, submits this preliminary roll for approval by the State and notifies each taxing authority of their respective valuations. July 1, 2019

City Commission holds two required public hearings and adopts a budget and ad valorem tax millage rate for the coming fiscal year. September 2019

Property Appraiser certifies the assessment roll and all real and tangible personal property taxes are due and payable (Levy date). November 1, 2019

A Notice of Taxes is mailed to each property owner on the assessment roll. Taxes may be paid November 2019 through March 2020, with the following applicable discounts: November 1, 2019

<u>Month Paid</u>	<u>Discount Percent</u>	November 1, 2019 through March 31, 2020
November	4 %	
December	3	
January	2	
February	1	
March	0	

All unpaid taxes on real and tangible personal property become delinquent. April 1, 2020

A list of unpaid tangible personal property taxes and a list of unpaid real property taxes are advertised. April and May 2020

Tax certificates are sold on all real estate parcels with unpaid real property taxes (Lien date). June 1, 2020

A court order is obtained authorizing the seizure and sale of personal property if the taxpayer fails to pay the delinquent personal property taxes. June 1, 2020

At September 30, 2020, the City has recorded property taxes receivable of \$55,987.

(j) **Inventories**— consist of expendable supplies held for consumption. The cost is recorded as an expenditure at the time inventory is used (consumption method) using the first-in, first-out method of accounting.

(k) **Prepaid items**—Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items are recorded as expenditures in governmental funds using the consumption method.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) Summary of Significant Accounting Policies: (Continued)

(l) **Restricted assets**—Certain proceeds of enterprise fund revenue bonds, as well as certain resources set aside for their repayments, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants. Restricted funds are comprised of the following:

Sinking funds are used to segregate resources accumulated for debt service payments over the next twelve months.

Renewal and replacement funds are used to report resources set aside to meet unexpected repairs or to fund asset renewal and replacement.

Construction funds are used to report proceeds from bonds restricted for construction and impact fees on new construction and development. Impact fees must be expended on utility system expansions.

Landfill escrow funds are used to meet the obligation for closure and post closure care costs.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then unrestricted resources as they are needed.

(m) **Capital assets**—Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, drainage improvements, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	25
Stormwater infrastructure	25
Roadways and sidewalks infrastructure	25
Water system	25
Sewer system	25 – 30
Parks and recreational infrastructure	15
Vehicles and rolling stock	7 – 15
Machinery and equipment	3 – 5

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) Summary of Significant Accounting Policies: (Continued)

(n) **Deferred outflows of resources**—In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

The City has two items that qualifies for reporting as deferred outflows of resources, reported in both the government-wide statement of financial position and the proprietary funds statement of financial position. The items are the deferred outflows related to pensions and other post-employment benefits (OPEB). The deferred outflows related to pensions and OPEB will be recognized as either pension/OPEB expense or a reduction in the net pension/OPEB liability, respectively, in future reporting years. Details on the composition of deferred outflows related to pensions and OPEB are reported in subsequent notes.

(o) **Unearned revenue**—Unearned revenues will be recognized as revenue in the fiscal year they are earned or become available. Unearned revenue presented on the government-wide, governmental fund, and proprietary fund statements represents advance collection of funds for services to be provided in future reporting periods, consisting primarily of service deposits.

(p) **Liability for compensated absences**—The City policy permits employees to accumulate a limited amount of earned, but unused personal, vacation, and sick leave. These benefits are payable to employees upon separation from service. All leave pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in accordance with the GASB Codification.

(q) **Other post-employment benefits (OPEB)**—Pursuant to Section 112.0801, Florida Statutes, the City is mandated to permit participation in the health insurance program by retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. The rates provide for an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the Plan on average than those of active employees. The City is financing the post-employment benefits on a pay-as-you-go basis. As determined by an actuarial valuation, the City records a total OPEB liability in its proprietary and government-wide financial statements related to the implicit subsidy. See Note (13) for further information.

(r) **Long-term obligations**—In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed when paid.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) Summary of Significant Accounting Policies: (Continued)

(s) **Deferred inflows of resources**—In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Currently, the City has three items that qualify for reporting as deferred inflows of resources, two in both the government-wide statement of financial position and the proprietary funds statement of financial position and one item on the balance sheet of the governmental funds. The deferred inflows related to pensions and OPEB will be recognized as a component of pension/OPEB expense in future reporting years. Details on the composition of deferred inflows related to pensions and OPEB are reported in subsequent notes.

In the governmental funds, a deferred inflow of resources is reported for unavailable revenue, which will be recognized as inflows of resources in the period that the amounts become available. The sources of the unavailable revenue are as follows:

Description	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Property taxes	\$ 32,111	\$ 7,330	\$ 39,441
Payments in lieu of taxes	22,500	-	22,500
Code enforcement violations	457,170	-	457,170
Total	<u>\$ 511,781</u>	<u>\$ 7,330</u>	<u>\$ 519,111</u>

(t) **Fund equity**—In the fund financial statements, governmental funds report fund classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Amounts that are restricted to specific purposes either by a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments or b) imposed by law through constitutional provisions or enabling legislation are classified as restricted fund balances. Amounts that can only be used for specific purposes pursuant to constraints imposed by the City Commission through an ordinance are classified as committed fund balances. Amounts that are constrained by the City's intent to be used for specific purposes but are neither restricted nor committed are classified as assigned fund balances. As per the City's fund balance policy, approved by Resolution 2011-138 on September 20, 2011, the intended purpose (assignments) may be determined by the City Commission, City Manager or Finance Director. Non-spendable fund balances include amounts that cannot be spent because they are either a) not in spendable form or b) legally or contractually required to be maintained intact. Unassigned fund balances represent the fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the General Fund.

The City would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

**CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

(1) Summary of Significant Accounting Policies: (Continued)

(u) **Minimum fund balance policy**—The City’s policy is to maintain an adequate General Fund, fund balance to provide liquidity in the event of an economic downturn or natural disaster. The City Commission has adopted a financial standard to maintain a General Fund minimum unassigned fund balance of 15 percent of budgeted annual expenditures. This policy also includes a provision for a revenue stabilization fund of up to \$3,000,000; the balance of this fund at September 30, 2020, was \$2,685,000. Of this balance, \$1,165,000 was appropriated in the fiscal year 2021 budget and is included in assigned fund balance; the remaining \$1,520,000 is included in unassigned fund balance.

(v) **Net position**—The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted. *Net investment in capital assets* groups all capital assets including infrastructure into one component of net position. Accumulated depreciation and the outstanding balances of debt, excluding unspent bond proceeds, that are attributable to the acquisition, construction or improvement of these assets, reduce the balance in this category. *Restricted net position* presents net position with external restrictions imposed by creditors, grantors or laws and regulations of other governments. Unrestricted net position presents the net position balance that does not meet the definition of either of the other two components. The City would typically use restricted net position first, followed by unrestricted net position, but reserves the right to selectively spend unrestricted resources first to defer the use of these other classified funds.

(2) Reconciliation of Government-Wide and Fund Financial Statement:

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is the reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. One element of that reconciliation explains that “long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.” The details of this difference are explained in the above-referenced financial statement.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances – total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. One element of that reconciliation explains that “Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.” The details of this difference are explained in the above referenced financial statement.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(3) Cash Deposits and Investments:

(a) City of Ormond Beach

The City's investment policies are governed by Chapter 280 and 218, Florida Statutes, City Code of Ordinances, and the adopted investment policy. For all investments authorized by statute or policy, the City applies the "Prudent Person" standard when developing investment strategies. The basic allowable investment instruments are as follows:

United States Government Securities – includes negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government.

United States Government Agencies (full faith and credit of the United States Government) – includes bonds, debentures or notes issued or guaranteed by the United States Government agencies, provided such obligations are back by the full faith and credit of the United States Government.

Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit) – includes bonds, debentures or notes issued or guaranteed by the United States Government Sponsored Enterprises which are non-full faith and credit.

Mortgage-Backed Securities – includes securities which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payments.

Non-Negotiable Interest-Bearing Time Certificates of Deposit – includes non-negotiable interest-bearing time certificates of deposit or savings accounts in banks organized under the laws of Florida and/or in national banks organized under the laws of the United States and doing business and situated in Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Section 280, Florida Statutes.

Repurchase Agreements – includes repurchase agreements comprised of only those investments based on the requirements set by the City's Master Repurchase Agreement.

Commercial Paper – includes commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper. If backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated at least single "A" category by any two Nationally Recognized Statistical Rating Organizations ("NRSROs").

Corporate Notes – includes corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long-term debt rating, at the time of purchase, at a minimum single "A" category by any two NRSROs.

Bankers' Acceptances – includes bankers' acceptances which are issued by a domestic bank which has, at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least "Prime-1" by Moody's or "A-1" by Standard & Poor's.

State and/or Local Government Taxable and/or Tax-Exempt Debt – includes state and local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated, at the time of purchase, at a minimum single "A" category by any two NRSROs, or rated at least "MIG-2" by Moody's or "SP-2" by Standard & Poor's for short term debt.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(3) Cash Deposits and Investments: (Continued)

Registered Investment Companies (Money Market Mutual Funds) – includes shares in open-end and no-load money market funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. Section 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 60 days or less. In addition, the share value of the money market funds must be equal to \$1.00. The money market funds shall be rated “AAAm” by Standard & Poor’s or the equivalent by another NRSRO.

Intergovernmental Investment Pool – includes intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Corporation Act, as provided in Section 163.01, Florida Statutes. The intergovernmental investment pool shall be rated “AAA” by Standard & Poor’s or the equivalent by another NRSRO.

The Florida PRIME – includes the Florida PRIME and shall be rated “AAAm” by Standard & Poor’s or the equivalent by another NRSRO.

Deposits include cash on hand and amounts held in the City’s demand accounts. Each demand account is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Any balance in excess of FDIC insurance is covered by collateral held by the City’s custodial bank, which is pledged to a state trust fund that provides security in accordance with Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

The Florida Security for Public Deposits Act established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified public depository must pledge at least 50 percent of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to a maximum of 125 percent, may be required, if deemed necessary under the conditions set forth in the Act.

Obligations pledged to secure deposits must be delivered to the State Treasurer or, with the approval of the State Treasurer, to a bank, savings association, or trust company provided a power of attorney is delivered to the Treasurer. Under the Act, the pool may assess participating financial institutions on a pro rata basis to fund any shortfall in the event of the failure of a member institution.

The City is a member of Florida PRIME, the Local Government Surplus Funds Trust Fund Investment Pool (the Pool), that is administered by the State Board of Administration of Florida (SBA). This pool is a “2a-7 like” pool, which has the characteristics of a money market fund. Therefore, the fair value of investments held at the State Board of Administration Pool is the same as the fair value of the pooled shares. The Regulatory Oversight of the Local Government Surplus Funds Trust fund is governed by Ch. 19-7 of the Florida Administrative Code, which identifies the Rules for the State Board of Administration. These rules provide guidance and establish the general procedure for the administration of the Local Government Surplus Funds Trust Fund. The Local Government Surplus Trust Fund is not a registrant with the Securities and Exchange Commission (SEC); however, the Board has adopted operating procedures consistent with the requirements for a 2a-7 fund. The State Board of Administration has taken the position that participants in the pool are not required to disclose information related to interest rate risk, concentration of credit risk, and foreign credit risk.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(3) Cash Deposits and Investments: (Continued)

The City has funds invested in a money market mutual fund. The fund's portfolio is structured within the confines of Rule 2a-7 under the Investment Company Act of 1940, as amended. SEC Rule 2a-7 is the rule that permits money market funds to use amortized cost to maintain a constant NAV (net asset value) of \$1.00 per share, provided that such funds meet certain criteria. Therefore, the fair value of the City's position in the fund is the same as the value of the fund's shares. The fund invests primarily in short-term, high-quality, fixed-income securities issued by banks, corporations and the U.S. government, rated in the highest short-term category or of comparable quality.

The City measures and records its investments, assets whose use is limited, and restricted assets using fair value measurement guidelines. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets;
- *Level 2:* Observable inputs other than quoted market prices; and,
- *Level 3:* Unobservable inputs.

As of September 30, 2020, the City's Governmental and Business-type investment portfolio is composed of the following investments:

Investment Type	Credit Quality Rating (Moody's)	Carrying Value	Weighted Average Investment Maturities (in Years)		Fair Value Measurement		
			Less Than 1	1 – 5	Level 1	Level 2	Level 3
Cash deposits	NR	\$ 24,787,777	\$ 24,787,777	\$ -	\$ n/a	\$ n/a	\$ n/a
State Board of Administration							
– Florida PRIME	AAAm	191,326	191,326	-	n/a	n/a	n/a
Money market	AAA-mf	29,681,335	29,681,335	-	n/a	n/a	n/a
Total Portfolio		<u>\$ 54,660,438</u>	<u>\$ 54,660,438</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. The City's investment policy manages its exposure to declines in fair values by limiting the maturity of specific investments to provide sufficient liquidity to pay obligations as they come due. In addition, the City's investment policy limits investments to those having a maturity, at the time of purchase, of less than five years. There were no investments in the City's portfolio that exceeded this maximum maturity at September 30, 2020.

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The City's investment policy utilizes portfolio diversification in order to limit investments to the highest rated securities as rated by nationally recognized rating agencies. The ratings of the investments held at year end are shown above. All are rated within the investment policy guidelines at September 30, 2020.

**CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

(3) Cash Deposits and Investments: (Continued)

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. The City's investment policy utilizes limitations on securities of a single issuer to manage this risk. For example, the City's investment policy limits a maximum of 40% of available funds may be invested in any one issuer of Federal Instrumentalities. Likewise, the policy limits state a maximum of 15% of available funds may be invested with any one issuer of Commercial Paper. At September 30, 2020, the investment portfolio met the single issuer and quality limitations of the investment policy.

Custodial Credit Risk: Custodial credit risk is the risk that the City may not recover cash and investments held by another party in the event of financial failure. All of the City's cash deposits are held by banks that qualify as a public depository under the Florida Security for Public Deposits Act as required by Chapter 280.02, Florida Statutes. Therefore, the City has no custodial risk associated with deposits.

The City's investment policy requires securities, with the exception of certificates of deposit, to be held with a third-party custodian and all securities purchased by, and all collateral obtained by the City, should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities, by transfer of money or securities must be made on a "delivery versus payment" basis, if applicable, to ensure the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. As of September 30, 2020, the City's investment portfolio was held with a third-party custodian.

Foreign Currency Risk: Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. The investment policy does not permit general obligations issued by a foreign government and is, therefore, not exposed to foreign currency risk.

(b) Pension Plans

The City's Pension Plans are authorized to invest in the following investments:

Investment products and funds provided through insurance companies, including, but not limited to, annuity and life insurance contracts of life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the provisions of this system and pay the initial and subsequent premium thereon.

Time or savings accounts of a national bank, a state bank or a savings/building and loan association insured by the FDIC.

Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States.

Open-end noncommission bank or insurance company real estate funds with ability to liquidate every three (3) months.

Foreign securities.

Bonds, stocks, commingled or mutual funds.

State Board of Administration and the investment vehicles it utilizes.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(3) Cash Deposits and Investments: (Continued)

Any other investment that the pension board deems to be prudent.

The following chart shows the Pension fund cash and investments by investment portfolios and their respective maturities (in years):

	Carrying Value	Weighted Average Maturity (years)	Credit Rating (Moody's)	Measured at Fair Value:		
				Level 1	Level 2	Level 3
Money market funds	\$ 7,777,572	N/A	NR	\$ n/a	\$ n/a	\$ n/a
U.S. General Obligations	1,862,057	9.38	Aaa	-	1,862,057	-
Government mortgage-backed securities	18,668,730	1.44	NR	-	18,668,730	-
			AA1, A1, A2,			
Corporate Bonds	21,510,838	6.88	A3, Baa1	-	21,510,838	-
Common Stock	61,824,103	N/A	NR	61,824,103	-	-
Foreign Stock	13,808,091	N/A	NR	13,808,091	-	-
Total Portfolio	<u>\$ 125,451,391</u>			<u>\$ 75,632,194</u>	<u>\$ 42,041,625</u>	<u>\$ -</u>

Level 2 investments were all fixed-income securities measured at fair value based on market inputs based on the coupon rates versus index rates.

Investments in Government Mortgage-Backed Securities include the Federal Home Loan Mortgage Corporation and Federal Home Loan Banks.

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The established performance objectives of the Pension Plans require investment maturities to provide sufficient liquidity to pay obligations as they become due. At September 30, 2020, the weighted average maturity in years for each investment type is included in the preceding table.

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The Pension Plans utilize portfolio diversification in order to limit investments to the highest rated securities as rated by nationally recognized rating agencies. The ratings of the investments held at year end are shown above. All are rated within the investment policy guidelines at September 30, 2020.

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. The Pension trust fund's policy does not allow more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company, exceed five (5) percent of the outstanding stock of that company, nor shall the aggregate of its investments at market in common stock, capital stock and convertible securities exceed seventy (70) percent of the fund's total assets. At September 30, 2020, the investment portfolios met the single issuer limitations.

Custodial Credit Risk: Custodial credit risk is the risk that the City may not recover cash and investments held by another party in the event of financial failure. Custodial credit risk is limited since investments are held in independent custodial safekeeping accounts or mutual funds.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(3) Cash Deposits and Investments: (Continued)

Foreign Currency Risk: Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. The Pension trust fund's policy allows for up to twenty-five (25) percent of its investments in common stock, capital stock and convertible securities at market value in foreign securities. At September 30, 2020, the investment portfolios met the foreign securities limitations.

A reconciliation of cash and investments as shown in the accompanying financial statements follows:

Fair Value/Carrying Value	
Governmental and Business-type Investment Portfolio	\$ 54,660,438
Pension Investment Portfolio	125,451,391
Total	<u>\$180,111,829</u>
Government-Wide Statement of Net Position:	
Cash and investments	\$ 41,335,717
Restricted cash and investments	13,324,721
Statement of Plan Net Position:	
Cash and cash equivalents with trustee	7,777,572
Investments with trustee	117,673,819
Total	<u>\$180,111,829</u>

(4) Receivables:

Receivables, net of the allowance for doubtful accounts at September 30, 2020, consist of the following:

Fund	Total Accounts Receivable	Less Allowance for Doubtful Accounts	Accounts Receivable, Net
General	\$ 1,910,922	\$ -	\$ 1,910,922
Redevelopment Trust	-	-	-
Ormond Crossings Trust	-	-	-
Water and sewer	1,996,335	(83,288)	1,913,047
Solid waste	866,320	(32,094)	834,226
Internal service	250	-	250
Non-major funds	374,650	(44,627)	330,023
Total	<u>\$ 5,148,477</u>	<u>\$ (160,009)</u>	<u>\$ 4,988,468</u>

In addition to accounts receivable, the City also recorded \$4,367,290 in due from other governments at September 30, 2020.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(5) Capital Assets:

Capital asset activity for the fiscal year ended September 30, 2020 is as follows:

	Beginning Balance	Increases / Reclassifications	Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated –				
Land	\$ 43,451,918	\$ -	\$ -	43,451,918
Works of art	377,185	-	-	377,185
Intangibles	295,614	13,594	-	309,208
Construction in progress	5,642,890	4,639,763	(3,029,067)	7,253,586
Total capital assets, not being depreciated	49,767,607	4,653,357	(3,029,067)	51,391,897
Capital assets, being depreciated –				
Buildings	29,427,784	282,776	-	29,710,560
Improvements other than buildings	142,429,204	4,715,748	-	147,144,952
Equipment	15,414,734	859,830	(107,635)	16,166,929
Software	2,413,365	-	-	2,413,365
Total capital assets, being depreciated	189,685,087	5,858,354	(107,635)	195,435,806
Less accumulated depreciation for–				
Buildings	(23,686,628)	(602,468)	-	(24,289,096)
Improvements other than buildings	(84,618,474)	(5,767,905)	-	(90,386,379)
Equipment	(10,006,720)	(989,617)	107,085	(10,889,252)
Software	(1,198,183)	(344,831)	-	(1,543,014)
Total accumulated depreciation	(119,510,005)	(7,704,821)	107,085	(127,107,741)
Total capital assets, being depreciated, net	70,175,082	(1,846,467)	(550)	68,328,065
Governmental activities capital assets, net	<u>\$ 119,942,689</u>	<u>\$ 2,806,890</u>	<u>\$ (3,029,617)</u>	<u>\$ 119,719,962</u>
Business-type activities:				
Capital assets, not being depreciated –				
Land	\$ 1,072,485	\$ -	\$ -	\$ 1,072,485
Intangibles	398,680	144,458	-	543,138
Construction in progress	5,661,155	5,357,711	(7,890,170)	3,128,696
Total capital assets, not being depreciated	7,132,320	5,502,169	(7,890,170)	4,744,319
Capital assets, being depreciated –				
Buildings	291,626	-	-	291,626
Improvements other than buildings	230,877,230	9,560,567	-	240,437,797
Equipment	5,898,800	208,015	(50,192)	6,056,623
Total capital assets, being depreciated	237,067,656	9,768,582	(50,192)	246,786,046
Less accumulated depreciation for –				
Buildings	(119,383)	(12,682)	-	(132,065)
Improvements other than buildings	(141,749,149)	(7,859,669)	-	(149,608,818)
Equipment	(4,111,493)	(324,341)	50,192	(4,385,642)
Total accumulated depreciation	(145,980,025)	(8,196,692)	50,192	(154,126,525)
Total capital assets, being depreciated, net	91,087,631	(1,571,890)	-	92,659,521
Business-type activities capital assets, net	<u>\$ 98,219,951</u>	<u>\$ 7,074,059</u>	<u>\$ (7,890,170)</u>	<u>\$ 97,403,840</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(5) **Capital Assets:** (Continued)

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	
General governmental	\$ 745,969
Public safety	713,526
Public works	4,031,060
Culture and recreation	2,214,266
Total depreciation expense-governmental activities	<u>\$ 7,704,821</u>
Business-type activities:	
Water and sewer	\$ 8,172,641
Solid waste	24,051
Total depreciation expense-business-type activities	<u>\$ 8,196,692</u>

(6) **Commitments:**

The City has active construction projects as of September 30, 2020. The projects include construction of utility improvements, road and right-of-way improvements, recreational facilities and drainage improvements. At September 30, 2020, the City's construction commitments are as follows:

	Total Adjusted Contract Amounts	Remaining Commitment
Road and drainage improvements	\$ 4,954,000	\$ 744,000
Culture and recreation improvements	35,000	2,000
Water and wastewater system improvements	<u>11,700,000</u>	<u>3,811,000</u>
Total	<u>\$ 16,689,000</u>	<u>\$ 4,557,000</u>

The commitment for water and sewer system improvements is being funded from water and sewer construction funds. The road and drainage improvements are being funded from the transportation improvements fund. Culture and recreation improvements are being funded by the General Fund.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(7) Interfund Accounts:

Individual fund interfund receivables and payables, at September 30, 2020, consist of the following:

	<u>Due from Other Funds</u>	<u>Due to Other Funds</u>
General Fund	\$ -	\$ 123,618
Non-major governmental funds	-	-
Fiduciary funds	389,841	266,223
	<u>\$ 389,841</u>	<u>\$ 389,841</u>

	<u>Advances to Other Funds</u>	<u>Advances from Other Funds</u>
General Fund	\$ 610,000	\$ -
Municipal Airport Fund	-	530,000
Grants Fund	-	80,000
	<u>\$ 610,000</u>	<u>\$ 610,000</u>

The interfund receivables between the General Fund and fiduciary funds represent year-end adjustments based upon actual versus required contributions and other reconciling items in the pension funds.

The advances from the General Fund to the Municipal Airport Fund and Grants Fund are interest-bearing and was made to accelerate the capital improvement program for the Municipal Airport. The advance will be repaid by future revenues of the advanced funds.

(8) Interfund Transfers:

The City makes routine transfers between its funds in the course of the fiscal year. The principal purposes of these transfers are to allocate resources for debt service, construction or other capital projects, and to provide operating subsidies. These transfers are consistent with the activities of the funds involved. Transfers of resources from a fund receiving revenue to the fund through which the resources are to be expended are recorded as transfers and are reported as other financing sources (uses) in the Governmental Funds and as transfers in (out) in the Proprietary Funds. Following is a summary of interfund transfers for the year ended September 30, 2020:

	<u>General Fund</u>	<u>Redevelopment Trust Fund</u>	<u>Ormond Crossings Trust Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Water and Sewer Fund</u>	<u>Total Transfers Out</u>
General Fund	\$ -	\$ 454,102	\$ 38,500	\$ 680,848	\$ -	\$ 1,173,450
Nonmajor Governmental Funds	847,512	-	-	1,050,000	113,808	2,011,320
Water and Sewer Fund	2,516,664	-	-	39,996	-	2,556,660
Solid Waste Fund	914,352	-	-	-	349,240	1,263,592
Internal Service Funds	99,112	-	-	-	-	99,112
Total transfers in	<u>\$4,377,640</u>	<u>\$ 454,102</u>	<u>\$ 38,500</u>	<u>\$ 1,770,844</u>	<u>\$ 463,048</u>	<u>\$ 7,104,134</u>

**CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

(8) Interfund Transfers (Continued)

In addition to the above purposes, the following transfers occurred during the year ended September 30, 2020:

The transfer out in the General Fund and transfer in for the Redevelopment Trust Special Revenue Fund represents the City's tax increment payment based on the difference in taxable values for the redevelopment area from the base tax year to 2019.

Significant transfers to the General Fund include:

- A transfer out of the Transportation Improvements Fund of \$702,336 to offset road maintenance and street lighting costs and as payment in support of capital improvement projects.
- A transfer out of the Water and Sewer Fund of \$2,516,664 as payment in lieu of franchise fees and support of operating and capital improvement projects.
- A transfer out of the Solid Waste Fund of \$914,352 as payment in support of operating and capital improvement projects and as payment in lieu of franchise fees.

Significant transfers to nonmajor governmental funds include:

- Transfers out of the General Fund of \$158,004 to the 2005 Capital Improvement Note, respectively, to fund debt service payments.
- Transfers out of the General Fund of \$456,448 to the Financing Fund, respectively, to fund debt service payments.
- A transfer out of the General Fund of \$66,396 to the Municipal Airport fund, respectively, to fund renewal and replacement of existing City facilities.

(9) Capital Leases:

On October 21, 2014, the City acquired a Pierce Saber Pumper fire apparatus for \$343,606 through a capital lease through Oshkosh Capital. The lease bears interest at 2.85% with annual payments of \$74,702 until October 2019.

On April 1, 2017, the City entered into capital lease through Santander Leasing, LLC, for a Pierce Saber Pumper fire apparatus for \$381,073. The lease bears interest at 3.32% with annual payments of \$83,971 until April 2022.

On January 7, 2020, the City entered into capital lease through Ring Investments, LLC, for a 2019 Caterpillar 938M Wheel Loader for \$236,814. The lease bears interest at 3.5% with annual payments of \$47,363 until February 2024.

On July 30, 2020, the City entered into capital lease through PNC Equipment Finance, LLC, for two Pierce Enforcer Pumper fire apparatuses for \$1,155,825. The lease bears interest at 2.92% with annual payments of \$134,325 until July 2030.

**CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

(9) **Capital Leases:** (Continued)

The following is a schedule of future minimum lease payments for the four leases listed above for each of the next five years and in the aggregate as of September 30, 2020:

<u>Fiscal Year Ending September 30,</u>	<u>Governmental Activities</u>
2021	\$ 264,659
2022	264,659
2023	181,688
2024	181,688
2025	134,325
2026-2030	671,625
Total minimum lease payments	1,698,644
Less: amount representing interest	(208,918)
Present value of net minimum capital lease payments	<u>\$ 1,489,726</u>

(10) **Long-Term Debt:**

(a) **General Obligation Bonds - Series 2003**—The citizens of Ormond Beach approved a bond referendum election held April 8, 2003, to construct a new fire station to replace Fire Station #92, located on Nova Road. The City entered into a \$1,640,000, General Obligation Bond Series 2003, term loan agreement, on June 18, 2003, with SunTrust Bank to finance the construction cost of the fire station replacement and to pay the cost of issuance. The term loan agreement is based on a 20-year amortization and contains a fixed interest rate of 2.73%. Average annual debt service for the term loan is \$114,000.

(b) **General Obligation Bonds - Series 2010**—The citizens of Ormond Beach approved a bond referendum election held August 10, 2010, to acquire property for a beachfront park. The City entered into a \$5,000,000, General Obligation Bond Series 2010, term loan agreement, on November 12, 2010, with JPMorgan Chase Bank to finance the cost of the acquisition and development of lands on the East side of A1A/Atlantic Avenue for a public beachfront park and to pay cost of issuance. The term loan agreement is based on a 20-year amortization and contains a fixed interest rate of 2.89%.

(c) **Capital Improvement Note**—On February 2, 2005, the City issued Capital Improvements Revenue Note, Series 2005, in the amount of \$2,100,000. The proceeds will be used to finance the construction and relocation of Fire Station #91, currently located at 160 East Granada Boulevard to a site located at 354 South Atlantic Avenue. The Capital Improvements Revenue Note, Series 2005, was issued to Bank of America at an interest rate of 3.72% for a term of 20 years, maturing on July 1, 2024. The City has pledged to appropriate non-ad valorem revenues to repay the loan.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(10) **Long-Term Debt:** (Continued)

(d) **Water and Sewer Revenue bonds**—Revenue bonds payable at September 30, 2020, are payable solely from the net revenues of the water and sewer systems and are issued in accordance with the water and sewer bond ordinances. The significant terms of the water and sewer ordinances are as follows:

(i) Establish certain funds and accounts within the Water and Sewer Enterprise Fund as follows:

- Operation and Maintenance Fund (Revenue Fund)
- Sinking Fund
- Renewal and Replacement Fund
- Impact Fee Fund
- Construction Trust Fund
- Rebate Fund

(ii) Early Redemption

The bond ordinances provide for early redemption of outstanding bonds at call rates varying from 100% to 101% of the face value, depending upon the call date.

(iii) Investment Restrictions

All funds are to be continuously secured in the same manner as state and municipal deposits of funds are required to be secured by the Laws of the State of Florida;

Permitted investments include such obligations as are permitted to be legal investments of the City by the laws of the State; and

Monies on deposit in the various funds established by the bond ordinance may be invested in permitted investments maturing as specified in the ordinance.

(iv) Covenants

Net Revenues, which shall be adequate at all times to pay in each fiscal year at least 110% of the annual debt service requirement for the Outstanding Bonds and any Additional Parity Bonds hereafter issued for the then current fiscal year.

Net Revenues together with the Impact Fees received in such fiscal year shall be adequate at all times to pay in each fiscal year at least 120% of the annual debt service requirement for the Outstanding Bonds and any Additional Parity Bonds.

City will not reduce its schedule of rates, fees, rentals and other charges as to be insufficient to provide adequate Net Revenues and Impact Fees for such purposes.

The City was in compliance with all bond covenants as of September 30, 2020.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(10) **Long-Term Debt:** (Continued)

- (e) **State Revolving Fund Loans**—During the year ended September 30, 2009, the City executed an agreement with the Florida Department of Environmental Protection to borrow up to \$8,344,275 at an interest rate of 3.20% through the State Revolving Fund loan program, for the purpose of expansion and rehabilitation of the wastewater treatment plant. Repayment commenced on August 15, 2011, and is due semiannually thereafter on February 15 and August 15, each year until all amounts due under the agreement have been fully paid on February 15, 2031.

During the year ended September 30, 2012, the City executed an agreement with the Florida Department of Environmental Protection to borrow up to \$7,559,518 at an interest rate of 2.60% through the State Revolving Fund loan program, for the purpose of constructing the wastewater and reuse transmission facilities. Repayment commenced on December 15, 2013, is due semiannually thereafter on June 15 and December 15, each year until all amounts due under the agreement have been fully paid on June 15, 2033.

- (f) Long-Term Debt consists of the following:

<u>Governmental Activities</u>	<u>Rates and Payment Dates</u>	<u>Final Maturity</u>	<u>Annual Serial Payments</u>	<u>Amount Issued</u>	<u>Amount Outstanding</u>
General Obligation Bonds:					
General Obligation Bond, series 2003	2.73% (7/1)	2023	\$55,000- \$110,000	1,640,000	320,000
General Obligation Bond, series 2010	2.89% (7/1)	2030	\$200,000- \$335,000	5,000,000	2,965,000
Total General Obligation Bonds				<u>\$ 6,640,000</u>	<u>\$ 3,285,000</u>
Capital Improvement Note	3.72% (7/1)	2024	\$0-\$151,000	<u>\$ 2,100,000</u>	<u>\$ 572,000</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(10) Long-Term Debt: (Continued)

<u>Business-Type Activities</u>	<u>Rates and Payment Dates</u>	<u>Final Maturity</u>	<u>Annual Serial Payments</u>	<u>Amount Issued</u>	<u>Amount Outstanding</u>
Water and Sewer Revenue Bonds:					
	3.37%		\$0 -		
2010A Water and sewer	(3/1; 9/1)	2025	\$2,200,000	\$ 20,000,000	\$ 10,295,000
	1.70%				
2013A Water and sewer	(3/1; 9/1)	2023	\$0 - \$410,000	3,420,000	1,220,000
	1.58%		\$0 -		
2013B Water and sewer	(3/1; 9/1)	2022	\$1,115,000	6,565,000	2,210,000
	2.58%		\$140,000 -		
2015 Water and sewer	(3/1; 9/1)	2030	\$206,000	2,600,000	1,844,000
	2.45%		\$25,000-		
2017 Water and sewer	(3/1; 9/1)	2032	\$455,000	4,050,000	3,965,000
	2.65%		\$28,000-		
2019 Water and sewer	(3/1; 9/1)	2033	\$480,000	4,543,000	4,543,000
Total Water and Sewer Revenue Bonds				<u>\$ 41,178,000</u>	<u>\$ 24,077,000</u>
State Revolving Fund Loans:					
	3.20%		\$70,000-		
SRF Loan WW710140	(2/1; 8/1)	2031	\$543,000	\$ 8,344,275	\$ 4,804,058
	2.60%				
SRF Loan WW640120	(2/1; 8/1)	2026	\$430,000	7,559,518	4,295,370
Total State Revolving Fund Loans				<u>\$ 15,903,793</u>	<u>\$ 9,099,428</u>

(g) **Debt service requirements**—The annual requirements to amortize the bonds and loans payable outstanding as of September 30, 2020, are as follows:

<u>Fiscal Year Ending September 30</u>	<u>Obligation Bonds Series 2003</u>		<u>Obligation Bonds Series 2010</u>		<u>Obligation Bonds Totals</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2021	\$ 105,000	\$ 10,688	\$ 260,000	\$ 85,688	\$ 365,000	\$ 96,376
2022	105,000	7,181	270,000	78,174	375,000	85,355
2023	110,000	3,674	275,000	70,372	385,000	74,046
2024	-	-	285,000	62,424	285,000	62,424
2025	-	-	290,000	54,188	290,000	54,188
2026	-	-	300,000	45,807	300,000	45,807
2027	-	-	310,000	37,137	310,000	37,137
2028	-	-	315,000	28,178	315,000	28,178
2029	-	-	325,000	19,074	325,000	19,074
2030	-	-	335,000	9,682	335,000	9,682
Totals	<u>\$ 320,000</u>	<u>\$ 21,543</u>	<u>\$2,965,000</u>	<u>\$490,724</u>	<u>\$3,285,000</u>	<u>\$ 512,967</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(10) **Long-Term Debt:** (Continued)

Fiscal Year Ending September 30		Capital Improvement Note Series 2005	
		Principal	Interest
2021		\$ 135,000	\$ 21,574
2022		140,000	16,482
2023		146,000	11,202
2024		151,000	5,711
Totals		<u>\$ 572,000</u>	<u>\$ 54,969</u>

Fiscal Year Ending September 30	Water and Sewer Revenue Bonds Series 2010A		Water and Sewer Revenue Bonds Series 2013A		Water and Sewer Revenue Bonds Series 2013B	
	Principal	Interest	Principal	Interest	Principal	Interest
2021	\$ 1,925,000	\$ 346,942	\$ 400,000	\$ 20,740	\$ 1,095,000	\$ 34,918
2022	1,990,000	282,069	410,000	13,940	1,115,000	17,617
2023	2,055,000	215,006	410,000	6,970	-	-
2024	2,125,000	145,753	-	-	-	-
2025	2,200,000	74,140	-	-	-	-
Totals	<u>\$10,295,000</u>	<u>\$ 1,063,910</u>	<u>\$ 1,220,000</u>	<u>\$ 41,650</u>	<u>\$ 2,210,000</u>	<u>\$ 52,535</u>

Fiscal Year Ending September 30	Water and Sewer Revenue Bonds Series 2015		Water and Sewer Revenue Bonds Series 2017	
	Principal	Interest	Principal	Interest
2021	\$ 164,000	\$ 47,575	\$ 30,000	\$ 97,142
2022	168,000	43,344	30,000	96,408
2023	173,000	39,010	330,000	95,672
2024	177,000	34,546	345,000	87,588
2025	182,000	29,980	355,000	79,136
2026	186,000	25,284	370,000	70,438
2027	191,000	20,485	380,000	61,372
2028	196,000	15,557	395,000	52,062
2029	201,000	10,501	410,000	42,384
2030	206,000	5,314	425,000	32,340
2031	-	-	440,000	21,928
2032	-	-	455,000	11,148
Totals	<u>\$ 1,844,000</u>	<u>\$ 271,596</u>	<u>\$ 3,965,000</u>	<u>\$ 747,618</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(10) **Long-Term Debt:** (Continued)

Fiscal Year Ending September 30	Water and Sewer Revenue Bonds Series 2019		Water and Sewer Revenue Bonds Total	
	Principal	Interest	Principal	Interest
2021	\$ -	\$ 120,390	\$ 3,614,000	\$ 667,707
2022	-	120,390	3,713,000	573,768
2023	361,000	115,606	3,329,000	472,264
2024	371,000	105,907	3,018,000	373,794
2025	380,000	95,957	3,117,000	279,213
2026	391,000	85,751	947,000	181,473
2027	401,000	75,247	972,000	157,104
2028	412,000	64,475	1,003,000	132,094
2029	422,000	53,424	1,033,000	106,309
2030	434,000	42,082	1,065,000	79,736
2031	445,000	30,435	885,000	52,363
2032	457,000	18,484	912,000	29,632
2033	469,000	6,214	469,000	6,214
Totals	<u>\$ 4,543,000</u>	<u>\$ 934,362</u>	<u>\$24,077,000</u>	<u>\$ 3,111,671</u>

Fiscal Year Ending September 30	State Revolving Fund Loan # WW710140		State Revolving Fund Loan # 640120		State Revolving Fund Loans Total	
	Principal	Interest	Principal	Interest	Principal	Interest
2021	\$ 391,686	\$ 150,621	\$ 281,655	\$ 109,861	\$ 673,341	\$ 260,482
2022	404,320	137,987	289,025	102,490	693,345	240,477
2023	417,362	124,945	296,589	94,927	713,951	219,872
2024	430,824	111,483	304,350	87,165	735,174	198,648
2025	444,721	97,586	312,315	79,201	757,036	176,787
2026	459,066	83,241	320,488	71,028	779,554	154,269
2027	473,874	68,434	328,875	62,641	802,749	131,075
2028	489,159	53,148	337,481	54,034	826,640	107,182
2029	504,937	37,370	346,313	45,203	851,250	82,573
2030	521,225	21,082	355,375	36,140	876,600	57,222
2031	266,883	4,270	364,675	26,840	631,558	31,110
2032	-	-	374,218	17,297	374,218	17,297
2033	-	-	384,012	7,504	384,012	7,504
Totals	<u>\$ 4,804,057</u>	<u>\$ 890,167</u>	<u>\$ 4,295,371</u>	<u>\$ 794,331</u>	<u>\$ 9,099,428</u>	<u>\$ 1,964,402</u>

(h) **Other long-term payables**—Other long-term payables consist of a single payable to a software vendor in conjunction with an enterprise software licensing agreement. The agreement commenced June 1, 2016; payments are due in equal monthly amounts through May 31, 2023.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(10) **Long-Term Debt:** (Continued)

(i) **Change in long-term liabilities**—Long-term liability activity for the year ended September 30, 2020, was as follows:

	Balance October 1, 2019	Additions	Reductions	Balance September 30, 2020	Due Within One Year
Governmental Activities					
Bonds Payable:					
General Obligation Bonds	\$ 3,640,000	\$ -	\$ 355,000	\$ 3,285,000	\$ 365,000
Capital Improvement Note	702,000		130,000	572,000	135,000
Capital leases	308,701	1,377,155	196,130	1,489,726	221,550
Other long-term payables	1,236,595	-	353,313	883,282	353,313
Claims and judgments	2,082,000	1,332,000	1,032,000	2,382,000	947,000
Compensated absences	1,941,076	1,763,884	1,155,156	2,549,804	1,308,289
Governmental Activities - Long-term liabilities	<u>\$ 9,910,372</u>	<u>\$ 4,473,039</u>	<u>\$ 3,221,599</u>	<u>\$ 11,161,812</u>	<u>\$ 3,330,152</u>
Business-Type Activities					
Bonds Payable					
Revenue Bonds	\$ 27,602,000	\$ -	\$ 3,525,000	\$ 24,077,000	\$ 3,614,000
Loans Payable					
State Revolving Fund	9,751,664	1,684	653,920	9,099,428	673,341
Total bonds and loans payable	37,353,664	1,684	4,178,920	33,176,428	4,287,341
Landfill closure	951,639	-	71,805	879,833	86,513
Compensated absences	310,901	485,471	296,410	499,963	271,036
Business-Type Activities - Long-term liabilities	<u>\$ 38,616,204</u>	<u>\$ 487,155</u>	<u>\$ 4,547,135</u>	<u>\$ 34,556,224</u>	<u>\$ 4,644,890</u>

Compensated absences are recorded in the government-wide financial statements as noncurrent liabilities. As employees leave employment with the City, the balance of compensated absences become due and payable if certain standard employment-departure conditions are met. Compensated absences are liquidated by the General, Stormwater Drainage and Municipal Airport Funds. Claims and judgments and other post-employment benefits are liquidated by the General Fund.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(11) Self-Insurance:

The City's Consolidated Insurance Fund (an internal service fund) accounts for the general liability and workers' compensation insurance program.

The City is self-insured for general liability claims and for workers' compensation. The City maintains a blanket buildings and contents policy covering losses to City structures and has obtained excess insurance coverage for workers' compensation. The City has self-retention for each workers' compensation claim up to \$350,000 and excess insurance up to \$1 million.

Section 768.28 of the Florida Statutes establishes that the City is liable for tort claims in the same manner and to the same extent as a private individual under like circumstances, but liability shall not include punitive damages or interest for the period before judgment. Section 768.28 of the Florida Statutes also provides limited liability for tort claims against the state and its agencies and subdivisions. Under the provisions of this law, the City's liability is limited to \$200,000 per claim or judgment by any one person or \$300,000 per claim or judgment for any occurrence. Any portion of a judgment which exceeds these amounts may be reported to the State Legislature, but may be paid in part or in whole only by further act of the State Legislature.

All funds of the City participate in the program and make payments to the fund based on estimates of the amounts needed to pay prior and current year claims and to establish a reserve for catastrophic losses. As of September 30, 2020, the estimates are based on an actuarial analysis of the City's self-insurance program. At September 30, 2020, the claims liability was approximately \$2,382,000. The claims liability estimates were discounted to present value using an assumed discount rate of 4.0% per annum. Because of uncertainties in the estimation process, it is at least reasonably possible that management's estimate of the claims' liability will change in the near term and could be material to the financial statements.

Changes in the claims' liability for the past five years are as follows:

	Balance at Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claim Payments	Balance at End of Fiscal Year
2016	\$ 2,340,000	\$ 531,000	\$ (747,000)	\$ 2,124,000
2017	2,124,000	1,076,000	(1,454,000)	1,746,000
2018	1,746,000	1,535,000	(1,070,000)	2,211,000
2019	2,211,000	1,007,000	(1,136,000)	2,082,000
2020	2,082,000	1,332,000	(1,032,000)	2,382,000

(a) **Litigation**—Various suits and claims arising in the ordinary course of the City's operations are pending against the City. At September 30, 2020, management has estimated these suits and claims to have an immaterial effect on the City's financial statements. At September 30, 2020, certain other suits are indeterminable as to the probability or estimability of the potential liability to the City.

**CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

(12) Retirement Plans:

(a) Defined Benefit Pension Plans

Description of the Plans

Municipal Firefighters' Retirement Trust Fund—The Municipal Firefighters' Retirement Trust Fund is a single-employer defined benefit public employee retirement systems and contains the assets of the fire pension plan. The funding methods and determination of benefits payable are provided in the various acts of the Florida Legislature, which created the funds, including subsequent amendments thereto. The statutes provide, in general, that funds are to be accumulated from employee contributions, city contributions, state appropriations and income from investment of accumulated funds. The act also provides that, should the accumulated funds at any time be insufficient to meet and pay the benefits due, the City shall supplement the fund by an appropriation from current funds, or from any revenues which may lawfully be used for said purposes in an amount sufficient to make up the deficiency. The investments of the funds are administered, managed and operated by their respective Boards of Trustees using the services of the Finance Department and Regions Bank. The Board of trustees consists of two commission appointees, two members of the Department elected by the membership and a fifth member elected by the other four and appointed by Commission. Investments are reported at fair value.

All full-time employees who are classified as full-time firefighters shall participate in the Municipal Firefighters' Retirement System upon employment with the City. Employees vest for full benefits after 10 years of service and receive the vested portion of the accrued benefit payable at the otherwise normal retirement date.

The plan provides retirement, termination, disability and death benefits. Benefit amounts are calculated based on 3.37% for the Firefighters' Pension System of Average Monthly Earnings (total compensation) for the highest five years times credited service prior to January 1, 2016 and 3.35% for credited service on or after January 1, 2016, if hired prior to May 20, 2014. If hired on or after May 20, 2014, benefit amounts are calculated based on 2.75% for the Firefighters' Pension System of Average Monthly Earnings (total compensation) for the highest five years times credited service. Normal retirement for firefighters hired prior to May 20, 2014 occurs the earlier of age 60, age 55 and 10 years of Credited Service or 20 years of Credited Service regardless of age. Normal retirement for firefighters hired on or after May 20, 2014 occurs the earlier of age 60, age 55 and 10 years of Credited Service or age 52 and 25 years of Credited Service. Eligibility for Early Retirement is permitted for those who have at least 10 years of Credited Service and have reached age 50. The accrued benefit is the same as normal retirement but actuarially reduced 3% per year to reflect early payment. The plan also provides both service and nonservice related disability and death benefits. Service incurred disability is covered from the date of employment, while non-service incurred disability is covered for those who have at least 10 years of credit service. Benefit amount is benefit accrued to date of disability but not less than 42% of Average Monthly Earnings (Service Incurred). Vested pre-pension death benefits include monthly accrued benefit payable to designated beneficiary for 10 years. Non-vested pre-pension death benefits include a refund of the accumulated contributions without interest.

**CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

(12) Retirement Plans: (Continued)

Municipal Police Officers' Retirement Trust Fund—The Municipal Police Officers' Retirement Trust Funds is a single-employer defined benefit public employee retirement system and contains the assets of the police pension plans. The funding methods and determination of benefits payable are provided in the various acts of the Florida Legislature, which created the funds, including subsequent amendments thereto. The statutes provide, in general, that funds are to be accumulated from employee contributions, city contributions, state appropriations and income from investment of accumulated funds. The act also provides that, should the accumulated funds at any time be insufficient to meet and pay the benefits due, the City shall supplement the fund by an appropriation from current funds, or from any revenues which may lawfully be used for said purposes in an amount sufficient to make up the deficiency. The investments of the funds are administered, managed and operated by their respective Boards of Trustees using the services of the Finance Department and Regions Bank. The Board of trustees consists of two commission appointees, two members of the Department elected by the membership and a fifth member elected by the other four and appointed by Council. Investments are reported at fair value.

All full-time employees who are classified as full-time sworn police officers shall participate in the Municipal Police Officers' Retirement System upon employment with the City. Employees vest for full benefits after 10 years of service and receive the vested portion of the accrued benefit payable at the otherwise normal retirement date.

The Plan provides retirement, termination, disability and death benefits. Benefit amounts are calculated based on 3.30%, if hired prior to August 21, 2012, or 2.75%, if hired on or after August 21, 2012, of Average Monthly Earnings, which represents average earnings (total compensation) for the highest five years during the 10 years immediately preceding retirement or termination, times Credited Service or total years and completed months of continuous employment with the City. Normal retirement occurs the earlier of age 60, age 55 and 10 years of Credited Service or 20 years of Credited Service. Eligibility for Early Retirement is permitted for those who have at least 10 years of Credited Service and have reached age 45. The accrued benefit is the same as normal retirement but actuarially reduced by 3% per year to reflect early payment. The plan also provides both service and nonservice related disability and death benefits. Service incurred disability is covered from the date of employment, while non-service incurred disability is covered for those who have at least 10 years of credit service. Benefit amount is benefit accrued to date of disability but not less than 42% of Average Monthly Earnings (Service Incurred). Vested pre-pension death benefits include monthly accrued benefit payable to designated beneficiary for 10 years. Non-vest pre-pension death benefits include a refund of the accumulated contributions without interest. A 1% cost of living adjustment is provided annually beginning the first October 1st following one year of retirement.

General Employees' Trust Fund—The General Employees' Trust Fund is a single-employer defined benefit public employee retirement system and contains the assets of the General Employees' Trust Fund. The General Employees' Trust Fund has an original effective date of November 1, 1969 and an effective date of restatement of April 1, 1979. The funding methods and determination of benefits payable are provided in the various sections of the City's Code of Ordinances, including subsequent amendments thereto. The Code provides, in general, that funds are to be accumulated from employee contributions, City contribution and income from investment of accumulated funds. The investments of the fund are administered, managed and operated by its respective Boards of Trustees using the services of the Finance Department and Regions Bank. The Board of trustees consists of the Finance Director, two representatives appointed by the City Commission and two other city employees' representatives selected by the employees. Investments are reported at fair value.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(12) Retirement Plans: (Continued)

The General Employees' Trust Fund includes all City employees hired before December 19, 2012, except state certified police and firefighters. Employees became eligible for the plan upon employment by the City, and all eligible employees must participate. Any remaining amount necessary to pay the Normal Cost and fund the accrued, past service liability over 30 years is contributed by the City. Employees vest for full benefits after 5 years of service and receive the vested portion of the accrued benefit payable at the otherwise normal retirement date.

The Plan provides retirement, termination, disability and death benefits. Benefit amounts are calculated based on 2.50% of Average Monthly Earnings, which represents average earnings (base pay excluding overtime and other non-regular payments) during the highest five years, times Credited Service or years and completed months of continuous uninterrupted service with the City. Normal retirement occurs the first of the month coinciding with or following the earlier of age 62 with 5 years of creditable service or when the sum of age and years of service equals 85 but not earlier than age 55. Eligibility for Early Retirement is permitted for those who have at least 5 years of Credited Service and have reached age 60 or when the sum of age and years of service equals 80. The accrued benefit is the same as normal retirement but actuarially reduced by 2% per year to reflect early payment. The plan also provides disability and death benefits. Disability is covered from the date of employment for employees hired before September 1, 1993, while disability is covered for those employees hired on or after September 1, 1993, who have at least 10 years of credit service. Benefit amount is benefit accrued to date of disability. Vested pre-pension death benefits include survivorship annuity computed as though the member retired on the date of death; equivalent alternative forms of benefit may be elected. Non-vested pre-pension death benefits include a refund of accumulated contributions with interest of 4% annually.

Plan membership as of October 1, 2019, the date of the most recent actuarial valuation is as follows:

	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund
Inactive plan members or beneficiaries currently receiving benefits	46	176	63
Inactive plan members entitled to but not yet receiving benefits	3	45	7
Active plan members	44	93	70
Total plan membership	<u>93</u>	<u>314</u>	<u>140</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(12) **Retirement Plans:** (Continued)

Contributions

The participant contribution rates are established by and may be amended by the City Commission. Participant contribution rates for the Municipal Firefighters' Retirement Trust Fund, General Employees' Trust Fund and Municipal Police Officers' Retirement Trust Fund are 8.6%, 4.0% and 9.0%, respectively, of covered payroll. The City's annual required contribution for the current year was determined as part of the October 1, 2019 actuarial valuations. The City is required under the Florida Protection of Public Employee Retirement benefits Act to meet required contribution amounts. The City's contributions (and, if applicable, any liquidations of a net pension obligation) to the Municipal Firefighters' Retirement Trust Fund and Municipal Police Officers' Retirement Trust Fund are funded by the General Fund, while the General Employees' Trust Fund contributions are funded by the General Fund and various other governmental and enterprise funds.

The State of Florida also makes contributions to the Municipal Firefighters' Retirement Trust Fund and Municipal Police Officers' Retirement Trust Fund in accordance with Chapter 175 and Chapter 185 of the Florida Statutes as amended by the State Legislature. This contribution by the State of Florida is first recognized as revenue in the Pension Contribution Pass-Through Fund before being transferred to the Pension Funds. The City's actual annual contribution for each plan is determined by subtracting estimated employee contributions and actual State of Florida contributions from the total annual required contribution as determined by the actuary.

Contributions to the City's pension plans for the year ended September 30, 2020, were as follows:

	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund	Total
Employee contributions	\$ 246,305	\$ 201,517	\$ 405,567	\$ 853,389
City contributions	1,520,496	1,279,644	1,561,255	4,361,395
State contributions	259,354	-	411,220	670,574
Total contributions	<u>\$ 2,026,155</u>	<u>\$ 1,481,161</u>	<u>\$ 2,378,042</u>	<u>\$ 5,885,358</u>

Costs incurred by each of the plans for administration of the plans, which includes legal and actuarial fees, trustee fees and investment advisory fees, are borne by the respective retirement plans and are included in the actuarial analysis of the required funding amounts.

Net Pension Liability

The City's net pension liability was measured as of September 30, 2020. The total pension liability used to calculate the net pension liability was determined as of that date. The components on the net pension liability of the pension plans at September 30, 2020, were as follows:

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(12) **Retirement Plans:** (Continued)

	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund	Total
Total pension liability	\$ 41,196,784	\$ 59,963,343	\$ 48,885,752	\$ 150,045,879
Plan fiduciary net position*	(33,440,215)	(53,442,760)	(38,632,085)	(125,515,060)
Net pension liability	<u>\$ 7,756,569</u>	<u>\$ 6,520,583</u>	<u>\$ 10,253,667</u>	<u>\$ 24,530,819</u>

Plan fiduciary net position as percentage of total pension liability	81.17%	89.13%	79.03%	83.65%
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*Plan fiduciary net position for the General Employees' Trust Fund and Municipal Firefighters' Retirement Fund varied from the Statement of Fiduciary Net Position due to the recognition of prepaid contributions for net pension liability calculation purposes.

Actuarial assumptions:

The total pension liability was determined by an actuarial valuation as of October 1, 2019, updated to September 30, 2020, using the following actuarial assumptions to all measurement periods:

	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund
Inflation	2.30%	2.30%	2.30%
Salary increases	5.50%	4.00%	5.50%
Discount rate	7.00%	6.75%	6.75%
Investment rate of return	7.00%	6.75%	6.75%

Mortality rates for the Municipal Firefighters' Retirement Fund were based on the PubG.H-2010 General Mortality and PubS.H-2010 Safety Mortality Tables. Disability lives are set forward one year. Mortality rates for the General Employees' Trust Fund were based on the PubG.H-2010 General Mortality and PubS.H-2010 Safety Mortality Tables. Disability lives are set forward three years. Mortality rates for the Municipal Police Officers' Retirement Fund were based on the PubG.H-2010 General Mortality and PubS.H-2010 Safety Mortality Tables. Disability lives are set forward two years. The actuarial assumptions used in the October 1, 2014 valuation were based on the results of an actuarial experience study performed on August 10, 2011, for the period 1998-2010.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2020, are summarized in the following table:

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(12) **Retirement Plans:** (Continued)

	Long-Term Expected Real Rate of Return		
	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund
Domestic equity	5.40%	5.40%	5.40%
International equity	4.20%	4.20%	4.20%
Fixed income	1.45%	1.45%	1.45%

Discount rate:

The discount rate used to measure the total pension liability was 7.00% for the Municipal Firefighters' Retirement Fund and 6.75% for the General Employees' Trust Fund and the Municipal Police Officers' Retirement Fund. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and sponsor contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine total pension liability.

Changes in Net Pension Liability

Changes in each plan's net pension liability were as follows:

	Municipal Firefighters' Retirement Fund		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a) – (b)
Balances at September 30, 2019	\$ 39,941,549	\$ 31,128,040	\$ 8,813,509
Changes for a year:			
Service cost	821,243	-	821,243
Interest	2,782,272	-	2,782,272
Differences between expected and actual experience	(42,666)	-	(42,666)
Changes of assumptions	(250,478)	-	(250,478)
Changes of benefit terms	23,024	-	23,024
Contributions – Employer	-	1,520,496	(1,520,496)
Contributions – State	-	259,354	(259,354)
Contributions – Employee	-	246,353	(246,353)
Net investment income	-	2,422,523	(920,527)
Benefit payments, including refunds of employee contributions	(2,078,160)	(2,078,160)	-
Administrative expense	-	(58,391)	58,391
Net changes	1,255,235	2,312,175	(1,056,940)
Balances at September 30, 2020	\$ 41,196,784	\$ 33,440,215	\$ 7,756,569

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(12) **Retirement Plans:** (Continued)

General Employees' Trust Fund			
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a) – (b)
Balances at September 30, 2019	\$ 58,790,553	\$ 51,486,963	\$ 7,303,590
Changes for a year:			
Service cost	743,732	-	743,732
Interest	3,908,540	-	3,908,540
Differences between expected and actual experience	(242,973)	-	(242,973)
Change of assumptions	23,463	-	23,463
Contributions – Employer	-	1,279,644	(1,279,644)
Contributions – Employee	-	201,520	(201,520)
Net investment income	-	3,775,172	(3,775,172)
Benefit payments, including refunds of employee contributions	(3,259,972)	(3,259,972)	-
Administrative expense	-	(40,567)	40,567
Net changes	1,172,790	1,955,797	(783,007)
Balances at September 30, 2020	<u>\$ 59,963,343</u>	<u>\$ 53,442,760</u>	<u>\$ 6,520,583</u>

Municipal Police Officers' Retirement Fund			
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a) – (b)
Balances at September 30, 2019	\$ 46,836,506	\$ 35,929,512	\$ 10,906,994
Changes for a year:			
Service cost	1,126,512	-	1,126,512
Interest	3,150,057	-	3,150,057
Differences between expected and actual experience	630,589	-	630,589
Changes of assumption	(378,897)	-	(378,897)
Changes of benefit terms	(67,994)	-	(67,994)
Contributions – Employer	-	1,547,724	(1,547,724)
Contributions – State	-	411,220	(411,220)
Contributions – Employee	-	361,554	(361,554)
Contributions – Buy Back	44,013	44,013	-
Net investment income	-	2,849,302	(2,849,302)
Benefit payments, including refunds of employee contributions	(2,455,034)	(2,455,034)	-
Administrative expense	-	(56,206)	56,206
Net changes	2,049,246	2,702,573	(653,327)
Balances at September 30, 2020	<u>\$ 48,885,752</u>	<u>\$ 38,632,085</u>	<u>\$ 10,253,667</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(12) **Retirement Plans:** (Continued)

Sensitivity of the net pension liability to changes in the discount rate:

The following presents the net pension liability of the City calculated using the actual discount rates as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rates:

<u>City's Net Pension Liability</u>	<u>Current Rate</u>	<u>1% Decrease</u>	<u>Current Discount Rate</u>	<u>1% Increase</u>
Municipal Firefighters' Retirement Fund	7.00%	\$ 12,226,281	\$ 7,756,569	\$ 4,025,812
General Employees' Trust Fund	6.75%	13,032,675	6,520,583	1,038,882
Municipal Police Officers' Retirement Fund	6.75%	16,369,959	10,253,667	5,227,011
Total		<u>\$ 41,628,915</u>	<u>\$ 24,530,819</u>	<u>\$ 10,291,705</u>

For the year ended September 30, 2020, the annual money-weighted rate of return on each pension plan investments, net of pension plan investment expense was as follows:

	<u>Municipal Firefighters' Retirement Fund</u>	<u>General Employees' Trust Fund</u>	<u>Municipal Police Officers' Retirement Fund</u>
Annual money-weighted rate of return	7.83%	7.42%	7.97%

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2020, the City recognized pension expense (income) of \$636,315, \$(134,301) and \$1,236,485 related to the Firefighters, General Employees and Police Officers pension plans, respectively, for a total net expense of \$1,738,499.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(12) **Retirement Plans:** (Continued)

At September 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Municipal Firefighters' Retirement Fund		General Employees' Trust Fund		Municipal Police Officers' Retirement Fund	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ 216,355	\$ -	\$ 384,136	\$ 652,526	\$ 148,218
Changes of assumptions	-	187,860	11,732	-	-	284,172
Net difference between projected and actual earnings	-	152,091	-	349,514	-	335,018
Total	<u>\$ -</u>	<u>\$ 556,306</u>	<u>\$ 11,732</u>	<u>\$ 733,650</u>	<u>\$ 652,526</u>	<u>\$ 767,408</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30:	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund
2021	\$ (532,838)	\$ (882,218)	\$ (197,117)
2022	(98,598)	(80,309)	(86,481)
2023	124,614	312,850	254,518
2024	(49,484)	(72,241)	(85,802)
2025	-	-	-
Thereafter	-	-	-

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(12) **Retirement Plans:** (Continued)

Pension fund financial statements—

No standalone financial reports exist for these pension plans. All financial activity is reported within the accompanying statement of fiduciary net position. Combining financial statements for the fiduciary funds statement of fiduciary net position is as follows:

	Fire Pension	General Pension	Police Pension	Total
ASSETS				
Cash and cash equivalents with trustee	\$ 1,968,195	\$ 3,022,615	\$ 2,786,762	\$ 7,777,572
Receivables:				
Due from other funds	113,087	131,064	145,690	389,841
State premium taxes	2,331	-	-	2,331
Interest and dividends receivable	54,812	94,111	63,799	212,722
Total receivables	170,230	225,175	209,489	604,894
Investments, at fair value:				
U.S. Government securities	5,476,441	8,018,178	6,276,122	19,770,741
Mortgage-backed securities	240,783	305,093	213,445	759,321
Corporate bonds	5,800,786	9,270,925	6,439,127	21,510,838
Corporate stocks	16,344,508	26,649,316	18,831,003	61,824,827
Foreign stocks	3,491,753	6,292,594	4,023,745	13,808,092
Total investments	31,354,271	50,536,106	35,783,442	117,673,819
Total assets	<u>\$ 33,492,696</u>	<u>\$ 53,783,896</u>	<u>\$ 38,779,693</u>	<u>\$ 126,056,285</u>
LIABILITIES				
Accounts payable	\$ 52,530	\$ 201,459	\$ 21,096	\$ 275,085
Due to other funds	-	139,711	126,512	266,223
Total liabilities	<u>\$ 52,530</u>	<u>\$ 341,170</u>	<u>\$ 147,608</u>	<u>\$ 541,308</u>
NET POSITION				
Restricted for pensions	<u>\$ 33,440,166</u>	<u>\$ 53,442,726</u>	<u>\$ 38,632,085</u>	<u>\$ 125,514,977</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(12) Retirement Plans: (Continued)

Combining financial statements for the fiduciary funds statement of changes in fiduciary net position is as follows:

	Fire Pension	General Pension	Police Pension	Total
Additions				
Contributions:				
Employer	\$ 1,520,496	\$ 1,279,644	\$ 1,561,255	\$ 4,361,395
Plan members	246,305	201,517	405,567	853,389
State - insurance premium taxes	259,354	-	411,220	670,574
Total contributions	<u>2,026,155</u>	<u>1,481,161</u>	<u>2,378,042</u>	<u>5,885,358</u>
Investment earnings:				
Net appreciation (depreciation) in fair value of investments	1,972,807	3,028,252	2,326,045	7,327,104
Interest and dividends	609,018	1,007,357	705,833	2,322,208
Total investment earnings	<u>2,581,825</u>	<u>4,035,609</u>	<u>3,031,878</u>	<u>9,649,312</u>
Less: investment expense	<u>(159,302)</u>	<u>(260,437)</u>	<u>(182,576)</u>	<u>(602,315)</u>
Net investment income (loss)	<u>2,422,523</u>	<u>3,775,172</u>	<u>2,849,302</u>	<u>9,046,997</u>
Total additions	<u>4,448,678</u>	<u>5,256,333</u>	<u>5,227,344</u>	<u>14,932,355</u>
Deductions				
Benefit payments	2,076,189	3,251,785	2,411,818	7,739,792
Refunds	1,972	8,189	43,217	53,378
Administrative expenses	58,392	40,567	56,205	155,164
Total deductions	<u>2,136,553</u>	<u>3,300,541</u>	<u>2,511,240</u>	<u>7,948,334</u>
Change in net position	<u>2,312,125</u>	<u>1,955,792</u>	<u>2,716,104</u>	<u>6,984,021</u>
Net position restricted for pensions, beginning of year	31,128,041	51,486,934	35,915,981	118,530,956
Net position restricted for pensions, end of year	<u><u>\$ 33,440,166</u></u>	<u><u>\$ 53,442,726</u></u>	<u><u>\$ 38,632,085</u></u>	<u><u>\$ 125,514,977</u></u>

(1) Significant Accounting Policies

(a) *Basis of Accounting*—City of Ormond Beach's financial statements for the three pension funds are prepared using the accrual basis of accounting for Trust Funds. Employer and plan member contributions, benefits and refunds are recognized in the period that each are due and payable in accordance with the terms of the plan.

(b) *Method Used to Value Investments*—Investments in the three plan funds are reported at fair value according to the independent custodian for each plan using various third-party pricing sources. Short-term investments are reported at cost, which approximates fair value.

(c) *Contribution Requirements and Contributions Made*—Florida Legislature, City Commission and each Pension Board govern the City and employee contribution requirements for all three plans. The City's contribution to the three plans is an actuarially determined periodic amount that increases gradually over time so that sufficient assets will be available to pay benefits when due. The City receives contributions from the state for the Municipal Firefighter and Municipal Police Officers Retirement plans, which are accounted for as part of the total required employer contributions and reduce the amounts due from the City.

(d) *Administrative costs*—The costs of administering the pension plans are funded by the respective plan through the investment earnings of each plan.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(12) **Retirement Plans:** (Continued)

(2) **Investments**

(i) *Investment Policy:*

The following was each Board's adopted targeted asset allocation policy as of September 30, 2020:

Asset Class	Target Allocation		
	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund
Domestic equity	55.00%	55.00%	55.00%
International equity	10.00%	10.00%	10.00%
Fixed income	35.00%	35.00%	35.00%
Total	100.00%	100.00%	100.00%

(ii) *Concentrations:*

Each plan did not hold investments in any one organization that represented 5 percent or more of the Pension Plan's fiduciary net position.

(iii) *Related party transactions:*

There were no City securities which were included in the assets of the Municipal Firefighters' Retirement Trust Fund, the Municipal Police Officers' Retirement Trust Fund or the General Employees' Trust Fund.

(3) **Deferred Retirement Option Programs**

(i) *Municipal Firefighters' Retirement Trust Fund*

Firefighters, hired before May 20, 2104, who have reached normal retirement age, are eligible to participate in the Deferred Retirement Option Program (DROP). Upon electing to participate in the DROP, members are considered to have retired for purposes of the pension plan, but continue to remain active employees of the City. The member's normal retirement benefit is calculated as if the member had actually retired on the date of DROP participation. Instead of paying the benefit to the member, a DROP account is established and the benefit is deposited in the account each month. These deposits continue to accumulate investment earnings during the remainder of the member's employment with the City. Maximum duration of DROP participation is 60 months, or the date on which the member completes 35 years of service, if earlier. The rate of return for members who enter the DROP prior to May 20, 2104 is at the participant's election, either 6.5% annually or actual net rate of investment return (total return net of brokerage commissions, transaction costs and management fees) credited each fiscal quarter. The rate of return for members who enter the DROP on or after May 20, 2014 is the actual net rate of investment return but not less than zero. Upon termination of employment, members shall receive their normal retirement benefits monthly and receive their funds from the DROP account in a lump sum distribution.

**CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

(12) Retirement Plans: (Continued)

Firefighters who have reached normal retirement age may elect to retroactively enter the DROP, considered BAC-DROP. The BAC-DROP period will not exceed 60 months, or the date on which the member completes 35 years of service. The rate of return is actual net rate of investment return but not less than zero.

At September 30, 2020, there were two DROP participants with a total balance of \$446,698.

(ii) General Employees' Trust Fund

General employees who have reached normal retirement age are eligible to participate in the Deferred Retirement Option Program (DROP). Upon electing to participate in the DROP, members are considered to have retired for purposes of the pension plan, but continue to remain active employees of the City. The member's normal retirement benefit is calculated as if the member had actually retired on the date of DROP participation. Instead of paying the benefit to the member, a DROP account is established and the benefit is deposited in the account each month. These deposits continue to accumulate investment earnings during the remainder of the member's employment with the City. Maximum duration of DROP participation is 36 months. The rate of return is at the participant's election. For members who enter the DROP prior to December 19, 2012, the rate of return election is either 6.5% annually or actual net rate of investment return (total return net of brokerage commissions, transaction costs and management fees) credited each fiscal quarter. The member may elect to change the form of return once during the period of DROP Participation. For members who enter the DROP on or after December 19, 2012, the rate of return is the actual net rate of investment return but not less than zero. Upon termination of employment, members shall receive their normal retirement benefits monthly and receive their funds from the DROP account in a lump sum distribution.

At September 30, 2020, there were 12 DROP participants with a total balance of \$519,139.

(iii) Municipal Police Officers' Retirement Trust Fund

Police Officers, hired before August 21, 2012, who have reached normal retirement age, are eligible to participate in the Deferred Retirement Option Program (DROP). Police officers hired on or after August 21, 2012 are not eligible. Upon electing to participate in the DROP, members are considered to have retired for purposes of the pension plan, but continue to remain active employees of the City. The member's normal retirement benefit is calculated as if the member had actually retired on the date of DROP participation. Instead of paying the benefit to the member, a DROP account is established and the benefit is deposited in the account each month. These deposits continue to accumulate investment earnings during the remainder of the member's employment with the City. Maximum duration of DROP participation is 60 months, or the date on which the member completes 30 years of service, if earlier. The rate of return is at the participant's election, either 6.5% annually for members who enter the DROP prior to August 21, 2012, 2.0% annually for member who enter the DROP on or after August 21, 2012, or actual net rate of investment return (total return net of brokerage commissions, transaction costs and management fees) credited each fiscal quarter. Upon termination of employment, members shall receive their normal retirement benefits monthly and receive their funds from the DROP account in a lump sum distribution.

At September 30, 2020, there was one DROP participant with a total balance of \$169,718.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(12) **Retirement Plans:** (Continued)

(b) **Defined Contribution Plans**

On January 8, 2013, the City Commission approved Resolution 2012-46 that established a money purchase plan and trust to be known as the City of Ormond Beach Defined Contribution Plan in the form of the International City Management Association Retirement Corporation (ICMA-RC) Governmental Money Purchase Plan and Trust effective January 1, 2013. The plan is available for all full-time general employees hired on or after December 19, 2012. The City shall contribute on behalf of each participant such percentages or amounts as are specified in the adoption agreement for such plan, or as otherwise authorized by the City Commission, which is currently 6% of earnings. Mandatory participant contributions are not required to be eligible for the City's contribution. Normal retirement age is 62 and a participant becomes fully vested after five years of service. For the year ended September 30, 2020, actual City contributions to this plan totaled \$320,200.

Although the defined contribution plan was authorized and established by the City, it is monitored and maintained by employees. Benefits are paid directly to employees from the ICMA-RC with no contingent liability belonging to the City. As such these assets are not presented in these financial statements.

(13) **Other Post-Employment Benefits (OPEB):**

Plan Description—Effective October 1, 2016, the City implemented GASB Statement No. 75, *Accounting and Reporting for Post-Employment Benefits Other Than Pensions*, for certain post-employment healthcare benefits provided by the City. The City elected to implement the requirements of this statement prospectively. No assets are held in trust for payment of the OPEB liability as the City had no OPEB liability other than as arising from the implicit rate subsidy, as discussed in the following paragraph.

Retirees and their dependents are permitted to remain covered under the City's respective health care plans as long as they pay a full premium applicable to the coverage elected. This conforms to the minimum required of Florida governmental employers per Chapter 112.08, Florida Statutes. The Other Post-Employment Benefit Plan does not issue a stand-alone report

Benefits Provided—The Other Post Employment Benefit Plan is a single-employer benefit plan administered by the City. Retirees are charged whatever the insurance company charges for the type of coverage elected, however, the premiums charged by the insurance company are based on a blending of the experience among younger active employees and older retired employees. The older retirees actually have a higher cost which means the City is actually subsidizing the cost of the retiree coverage because it pays all or a significant portion of the premium on behalf of the active employee. GASB No. 75 calls this the "implicit rate subsidy."

Plan Membership—At October 1, 2018, the date of the latest actuarial valuation, plan participation consisted of the following:

Active Employees	316
Inactive Employees	29
	<u>345</u>

Total OPEB Liability—The City's total OPEB liability of \$5,945,764 was measured as of September 30, 2020, and was determined by an actuarial measurement as of that date.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(13) Other Post-Employment Benefits (OPEB): (Continued)

Actuarial Assumptions and Other Inputs—The total OPEB liability per the September 30, 2020, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods in the measurement, unless otherwise specified:

Inflation	2.50%
Salary increases	4.00%
Discount rate	2.14%
Healthcare cost trend rate	6.00%
	Ultimate rate reached in 2035 4.50%
Retirees' share of benefit-related costs	100.00%

The City does not have a dedicated Trust to pay retiree healthcare benefits. The discount rate was based on the S&P Municipal Bond 20 Year High Grade Rate Index as of September 30, 2020.

Mortality rates were based on the PubG.H-2010 General Mortality and PubS.H-2010 Safety Mortality Tables.

Changes in the OPEB liability for the fiscal year ended September 30, 2020, were as follows:

	Total OPEB Liability
Balance at September 30, 2019	\$ 4,898,587
Changes for a year:	
Service cost	404,929
Interest	169,995
Differences between expected and actual experience	(53,177)
Changes of assumptions and other inputs	740,388
Benefit payments – implicit rate subsidy	(270,234)
Other changes	2,099
Net changes	1,047,177
Balance at September 30, 2020	\$ 5,945,764

Sensitivity of the total OPEB liability to changes in the discount rate:

The following presents the total OPEB liability of the City calculated using the discount rate of 2.14%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

	<u>Current Rate</u>	<u>1% Decrease</u>	<u>Current Discount Rate</u>	<u>1% Increase</u>
Total OPEB Liability	2.14%	\$ 5,450,290	\$ 5,945,764	\$ 6,514,999

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(13) **Other Post-Employment Benefits (OPEB):** (Continued)

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rate:

The following presents the total OPEB liability of the City as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower and 1% higher than the current healthcare cost trend rates (6.00% decreasing to 4.50%):

	<u>1% Decrease</u>	<u>Current Trend Rates</u>	<u>1% Increase</u>
Total OPEB Liability	\$ 6,630,216	\$ 5,945,764	\$ 5,363,632

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended September 30, 2020; the City recognized OPEB expense of \$597,508. At September 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 133,914	\$ 481,028
Changes of assumptions	870,584	450,194
Total	<u>\$ 1,004,498</u>	<u>\$ 931,222</u>

Amounts reported as deferred (outflows) of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

2021	\$(22,583)
2022	(22,583)
2023	(6,497)
2024	33,839
2025	(12,920)
Thereafter	(42,531)

**CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

(14) Landfill Closure and Post Closure Care Costs:

The City is required to recognize a liability equal to the estimated total current cost of closure and post closure care for its landfill. The City's landfill was certified closed during the 2000 fiscal year. The City has conducted studies to determine the costs of providing long-term care for its landfill. The results of these studies are reviewed by the Florida Department of Environmental Protection (FDEP).

The City's cost estimate is approximately \$879,833 to provide long-term care for a period of 11 years. These cost estimates may change due to inflation or deflation, or changes in applicable laws or regulations.

The City is required by the State of Florida to make an annual contribution, if necessary, to a trust fund to finance closure costs. The City is in compliance with these requirements, and, as of September 30, 2020, cash and investments of approximately \$107,866 are held in the trust fund for these purposes. These are reported as restricted assets on the statement of net position. The City is funding these costs with additional service fees generated from the City's sanitation contractor.

(15) Contingencies:

Amounts received or receivable from granting agencies are subject to audit and adjustments by grantor agencies, principally the federal and state government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. It is management's opinion that there are no significant liabilities relating to these grants.

The City is a defendant in various lawsuits at September 30, 2020. The estimated liability for probable losses, as a result of the lawsuits, was determined based on advice from legal counsel after consideration of insurance coverage and, in certain instances, the Florida statutory limitations of government liability, and is included in the estimated liability for self-insurance claims in the internal service fund. Although the ultimate outcome of these lawsuits is not presently determinable, it is the opinion of management, based on advice from legal counsel, that the amount of losses resulting from the above litigation in excess of the amount accrued as of September 30, 2020, would not have a material adverse effect on the financial position of the City.

During the year ended September 30, 2020, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating temporary work stoppage in many sectors and imposing limitations on travel and size and duration of group meetings. Most industries are experiencing disruption to business operations and the impact of reduced consumer spending. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impact to the City as of February 11, 2021, management believes that a material impact on the City's financial position and results of future operations is reasonably possible.

(16) Fund Deficits:

The Municipal Airport Fund deficit of \$488,062 represents the cumulative costs associated with capital improvements and the excess of operating expenses over revenues. This deficit is to be funded by future airport lease revenues.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(17) Recent Accounting Pronouncements:

GASB has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the City's financial statements:

- (a) GASB issued Statement No. 84, *Fiduciary Activities*, in January 2017. GASB 84 improves guidance regarding the identification and reporting of fiduciary activities. The provisions in GASB 84, are effective for periods beginning after December 15, 2019.
- (b) GASB issued Statement No. 87, *Leases*, in June 2017. GASB 87 increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The provisions in GASB 87 are effective for periods beginning after June 15, 2021.
- (c) GASB issued Statement No. 90, *Majority Equity Interests-an amendment of GASB Statements No. 14 and No. 61*, in August 2018. GASB 90 improves the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and improves the relevance of financial statement information for certain component units. The provisions in GASB 90 are effective for periods beginning after December 15, 2019.
- (d) GASB issued Statement No. 91, *Conduit Debt Obligations*, in May 2019. GASB 91 provides a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. The provisions in GASB 91 are effective for periods beginning after December 15, 2021.
- (e) GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*, in May 2020. provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. The provisions in GASB 96 are effective for periods beginning after June 15, 2022.

Required Supplementary Information

CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB LIABILITY
AND RELATED RATIOS
SEPTEMBER 30, 2020

	<u>9/30/2020</u>	<u>9/30/2019</u>	<u>9/30/2018</u>	<u>9/30/2017</u>
Total OPEB Liability				
Service cost	\$ 404,929	\$ 321,664	\$ 317,133	\$ 319,196
Interest	169,995	200,337	175,582	158,372
Differences between expected and actual experience	-	(686,416)	-	331,981
Changes of assumptions	740,388	(308,486)	(145,049)	(10,542)
Benefit payments - implicit rate subsidy	(270,234)	(227,151)	(242,089)	(209,194)
Other changes	2,099	(18,692)	165,050	43,442
Net change in total OPEB liability	<u>1,047,177</u>	<u>(718,744)</u>	<u>270,627</u>	<u>633,255</u>
Total OPEB liability – beginning	4,898,587	5,617,331	5,346,704	4,713,449
Total OPEB liability – ending	<u><u>\$ 5,945,764</u></u>	<u><u>\$ 4,898,587</u></u>	<u><u>\$ 5,617,331</u></u>	<u><u>\$ 5,346,704</u></u>
 Covered payroll	 \$ 15,650,780	 \$ 15,650,780	 \$ 14,541,516	 \$ 14,541,516
 Total OPEB liability as a percentage of covered payroll	 37.99%	 31.30%	 38.63%	 36.77%

Notes to Schedule:

Valuation Date: 10/1/2018

Changes of assumptions. Changes of assumptions and other changes reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

Discount rate	2.14%	3.58%	3.64%	3.36%
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*10 years of data will be presented as it becomes available.

CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
MUNICIPAL FIREFIGHTERS' RETIREMENT FUND
SEPTEMBER 30, 2020

	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Total Pension Liability							
Service cost	\$ 821,243	\$ 738,014	\$ 746,315	\$ 774,341	\$ 774,684	\$ 752,997	\$ 814,546
Interest	2,782,272	2,747,983	2,665,608	2,585,449	2,423,187	2,324,601	2,232,501
Change in excess state money	-	-	-	-	(334,809)	-	18,529
Share Plan Allocation	-	-	-	-	167,405	-	-
Change in benefit terms	23,024	(1,370)	-	-	15,264	25,989	-
Differences between expected and actual experience	(42,666)	(553,062)	234,661	(393,273)	(137,955)	41,476	-
Changes of assumptions	(250,478)	-	-	-	907,766	-	-
Contributions – buy back	-	-	-	-	17,004	1,440	-
Benefit payments, including refunds of employee contributions	(2,078,160)	(3,020,533)	(1,899,742)	(1,686,978)	(1,980,448)	(1,517,760)	(1,873,763)
Net change in total pension liability	1,255,235	(88,968)	1,746,842	1,279,539	1,852,098	1,628,743	1,191,813
Total pension liability – beginning	39,941,549	40,030,517	38,283,675	37,004,136	35,152,038	33,523,295	32,331,482
Total pension liability – ending (a)	<u>\$ 41,196,784</u>	<u>\$ 39,941,549</u>	<u>\$ 40,030,517</u>	<u>\$ 38,283,675</u>	<u>\$ 37,004,136</u>	<u>\$ 35,152,038</u>	<u>\$ 33,523,295</u>
Total Fiduciary Net Position							
Contributions – employer	\$ 1,520,496	\$ 1,302,755	\$ 1,091,401	\$ 1,145,249	\$ 1,240,944	\$ 1,136,074	\$ 1,289,824
Contributions – state	259,354	306,260	294,761	305,774	338,237	358,368	383,041
Contributions – employee	246,353	227,921	203,207	212,345	217,818	214,220	251,962
Contributions – buy back	-	-	-	-	17,004	1,440	-
Net investment income	2,422,523	920,527	3,111,280	3,046,484	2,035,686	(399,103)	2,472,802
Benefit payments, including refunds of employee contributions	(2,078,160)	(3,020,533)	(1,899,742)	(1,686,978)	(1,980,448)	(1,517,760)	(1,873,763)
Administrative expense	(58,391)	(42,907)	(50,480)	(46,596)	(48,958)	(40,034)	(31,122)
Net change in plan fiduciary net position	2,312,175	(305,977)	2,750,427	2,976,278	1,820,283	(246,795)	2,492,744
Plan fiduciary net position – beginning	31,128,040	31,434,017	28,683,590	25,707,312	23,887,029	24,133,824	21,641,080
Plan fiduciary net position – ending (b)	<u>\$ 33,440,215</u>	<u>\$ 31,128,040</u>	<u>\$ 31,434,017</u>	<u>\$ 28,683,590</u>	<u>\$ 25,707,312</u>	<u>\$ 23,887,029</u>	<u>\$ 24,133,824</u>
Net pension liability – ending (a) - (b)	<u>\$ 7,756,569</u>	<u>\$ 8,813,509</u>	<u>\$ 8,596,500</u>	<u>\$ 9,600,085</u>	<u>\$ 11,296,824</u>	<u>\$ 11,265,009</u>	<u>\$ 9,389,471</u>
Plan fiduciary net position as a percentage of the total pension	81.17%	77.93%	78.53%	74.92%	69.47%	67.95%	71.99%
Covered payroll	\$ 2,932,208	\$ 2,713,348	\$ 2,419,130	\$ 2,527,915	\$ 2,593,073	\$ 2,829,076	\$ 2,712,027
Net pension liability as a percentage of covered payroll	264.53%	324.82%	355.36%	379.76%	435.65%	398.19%	346.22%

Notes to Schedule:

Changes of benefit terms:

For measurement date 9/30/2020, an ordinance has not yet been adopted, but a change to the Death Benefit (making it a life annuity instead of a 10 year benefit) and Member Contribution Rate (increase from 8.4% to 8.6%) has been approved by the City and the Union therefore it is being reflected.

For measurement date 9/30/2019, amounts reported as changes of benefit terms resulted from the provisions of Chapter 112.1816, Florida Statutes. The Statutes state that, effective July 1, 2019, a death or disability (under the Plan's definition of total and permanent disability) for a Firefighter due to the diagnosis of cancer or circumstances that arise out of the treatment of cancer will be treated as duty-related.

Changes of assumptions:

For measurement date 9/30/2020, as mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the rates used in Milliman's July 1, 2019 FRS valuation report for special risk employees, with appropriate risk and collar adjustments made based on plan demographics.

*10 years of data will be presented as it becomes available.

CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
GENERAL EMPLOYEES' TRUST FUND
SEPTEMBER 30, 2020

	<u>9/30/2020</u>	<u>9/30/2019</u>	<u>9/30/2018</u>	<u>9/30/2017</u>	<u>9/30/2016</u>	<u>9/30/2015</u>	<u>9/30/2014</u>
Total Pension Liability							
Service cost	\$ 743,732	\$ 809,155	\$ 950,710	\$ 1,008,657	\$ 1,030,143	\$ 1,018,762	\$ 1,093,946
Interest	3,908,540	3,867,526	3,791,615	3,716,543	3,519,769	3,463,279	3,340,253
Differences between expected and actual experience	(242,973)	(787,946)	(519,512)	(845,456)	(998,789)	(367,046)	-
Changes of assumptions	23,463	-	-	-	2,056,848	1,299,686	-
Benefit payments, including refunds of employee contributions	(3,259,972)	(3,171,410)	(2,741,896)	(2,677,338)	(2,665,290)	(2,848,216)	(2,354,789)
Net change in total pension liability	1,172,790	717,325	1,480,917	1,202,406	2,942,681	2,566,465	2,079,410
Total pension liability – beginning	58,790,553	58,073,228	56,592,311	55,389,905	52,447,224	49,880,759	47,801,349
Total pension liability – ending (a)	<u>\$ 59,963,343</u>	<u>\$ 58,790,553</u>	<u>\$ 58,073,228</u>	<u>\$ 56,592,311</u>	<u>\$ 55,389,905</u>	<u>\$ 52,447,224</u>	<u>\$ 49,880,759</u>
Total Fiduciary Net Position							
Contributions – employer	\$ 1,279,644	\$ 1,433,298	\$ 1,563,324	\$ 1,676,838	\$ 1,841,947	\$ 1,957,894	\$ 2,308,531
Contributions – employee	201,520	211,633	228,033	258,972	268,746	280,702	297,875
Net investment income	3,775,172	1,501,471	5,132,731	5,034,795	3,480,385	(584,428)	4,407,810
Benefit payments, including refunds of employee contributions	(3,259,972)	(3,171,410)	(2,741,896)	(2,677,338)	(2,665,290)	(2,848,216)	(2,354,789)
Administrative expense	(40,567)	(41,123)	(43,838)	(47,283)	(40,941)	(41,210)	(29,130)
Net change in plan fiduciary net position	1,955,797	(66,131)	4,138,354	4,245,984	2,884,847	(1,235,258)	4,630,297
Plan fiduciary net position – beginning	51,486,963	51,553,094	47,414,740	43,168,756	40,283,909	41,519,167	36,888,870
Plan fiduciary net position – ending (b)	<u>\$ 53,442,760</u>	<u>\$ 51,486,963</u>	<u>\$ 51,553,094</u>	<u>\$ 47,414,740</u>	<u>\$ 43,168,756</u>	<u>\$ 40,283,909</u>	<u>\$ 41,519,167</u>
Net pension liability – ending (a) - (b)	<u>\$ 6,520,583</u>	<u>\$ 7,303,590</u>	<u>\$ 6,520,134</u>	<u>\$ 9,177,571</u>	<u>\$ 12,221,149</u>	<u>\$ 12,163,315</u>	<u>\$ 8,361,592</u>
Plan fiduciary net position as a percentage of the total pension liability	89.13%	87.58%	88.77%	83.78%	77.94%	76.81%	83.24%
Covered payroll	\$ 5,037,970	\$ 5,290,001	\$ 5,746,443	\$ 6,449,377	\$ 6,697,988	\$ 7,027,074	\$ 7,446,876
Net pension liability as a percentage of covered payroll	129.43%	138.06%	113.46%	142.30%	182.46%	173.09%	112.28%

Notes to Schedule:

Changes of assumptions:

For measurement date 9/30/2020, as mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the rates used in Milliman's July 1, 2019 FRS valuation report for special risk employees, with appropriate risk and collar adjustments made based on plan demographics.

*10 years of data will be presented as it becomes available.

CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
MUNICIPAL POLICE OFFICERS' RETIREMENT FUND
SEPTEMBER 30, 2020

	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Total Pension Liability							
Service cost	\$ 1,126,512	\$ 1,001,290	\$ 959,833	\$ 891,285	\$ 850,919	\$ 810,639	\$ 798,362
Interest	3,150,057	3,057,358	2,906,209	2,795,510	2,607,294	2,594,521	2,530,996
Changes of benefit terms	(67,994)	-	-	-	-	-	-
Differences between expected and actual experience	630,589	(296,437)	718,338	239,614	274,918	(223,209)	-
Changes of assumptions	(378,897)	-	-	-	1,452,406	1,050,239	-
Contributions - buy back	44,013	-	-	-	-	-	-
Benefit payments, including refunds of employee contributions	(2,455,034)	(2,437,226)	(2,335,955)	(2,373,971)	(2,501,077)	(2,919,883)	(1,948,382)
Net change in total pension liability	2,049,246	1,324,985	2,248,425	1,552,438	2,684,460	1,312,307	1,380,976
Total pension liability – beginning	46,836,506	45,511,521	43,263,096	41,710,658	39,026,198	37,713,891	36,332,915
Total pension liability – ending (a)	<u>\$ 48,885,752</u>	<u>\$ 46,836,506</u>	<u>\$ 45,511,521</u>	<u>\$ 43,263,096</u>	<u>\$ 41,710,658</u>	<u>\$ 39,026,198</u>	<u>\$ 37,713,891</u>
Total Fiduciary Net Position							
Contributions – employer	\$ 1,547,724	\$ 1,575,425	\$ 1,527,329	\$ 1,379,706	\$ 1,210,121	\$ 1,166,277	\$ 1,311,447
Contributions – state	411,220	406,600	379,636	342,771	333,927	314,798	351,321
Contributions – employee	361,554	338,337	318,195	302,058	271,650	259,838	258,461
Contributions - buy back	44,013	-	-	-	-	-	-
Net investment income	2,849,302	977,835	3,475,229	3,381,623	2,355,123	(472,556)	3,049,358
Benefit payments, including refunds of employee contributions	(2,455,034)	(2,437,226)	(2,335,955)	(2,373,971)	(2,501,077)	(2,919,883)	(1,948,382)
Administrative expense	(56,206)	(48,537)	(36,040)	(37,029)	(35,935)	(36,411)	(26,400)
Net change in plan fiduciary net position	2,702,573	812,434	3,328,394	2,995,158	1,633,809	(1,687,937)	2,995,805
Plan fiduciary net position – beginning	35,929,512	35,117,078	31,788,684	28,793,526	27,159,717	28,847,654	25,851,849
Plan fiduciary net position – ending (b)	<u>\$ 38,632,085</u>	<u>\$ 35,929,512</u>	<u>\$ 35,117,078</u>	<u>\$ 31,788,684</u>	<u>\$ 28,793,526</u>	<u>\$ 27,159,717</u>	<u>\$ 28,847,654</u>
Net pension liability – ending (a) - (b)	<u>\$ 10,253,667</u>	<u>\$ 10,906,994</u>	<u>\$ 10,394,443</u>	<u>\$ 11,474,412</u>	<u>\$ 12,917,132</u>	<u>\$ 11,866,481</u>	<u>\$ 8,866,237</u>
Plan fiduciary net position as a percentage of the total pension liability	79.03%	76.71%	77.16%	73.48%	69.03%	69.59%	76.49%
Covered payroll	\$ 4,017,261	\$ 3,759,300	\$ 3,535,502	\$ 3,356,196	\$ 3,017,787	\$ 3,060,157	\$ 2,871,793
Net pension liability as a percentage of covered payroll	255.24%	290.13%	294.00%	341.89%	428.03%	387.77%	308.74%

Notes to Schedule:

Changes of benefit terms:

For measurement date 9/30/2020, an ordinance has not yet been adopted, but a change to the Normal Retirement Date for Members hired after June 1, 2014 (earlier of 1.) age 55 with 10 years of Credited Service, 2.) age 52 with 25 years of Credited Service or 3.) age 60) has been approved by the City and the Union therefore it is being reflected.

Changes of assumptions:

For measurement date 9/30/2020, as mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the rates used in Milliman's July 1, 2019 FRS valuation report for special risk employees, with appropriate risk and collar adjustments made based on plan demographics.

*10 years of data will be presented as it becomes available.

**CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
MUNICIPAL FIREFIGHTERS' RETIREMENT FUND
SEPTEMBER 30, 2020**

	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Actuarially determined contribution	\$ 1,779,850	\$ 1,609,015	\$ 1,386,162	\$ 1,451,023	\$ 1,579,181	\$ 1,494,442	\$ 1,654,336
Contributions in relation to the actuarially	1,779,850	1,609,015	1,386,162	1,451,023	1,579,181	1,494,442	1,654,336
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 2,932,208	\$ 2,713,348	\$ 2,419,130	\$ 2,527,915	\$ 2,593,073	\$ 2,829,076	\$ 2,712,027
Contributions as a percentage of covered payroll	60.70%	59.30%	57.30%	57.40%	60.90%	52.82%	61.00%

Notes to Schedule:

Valuation Date: 10/1/2018

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Funding Method: Entry Age Normal Actuarial Cost Method

Asset Valuation Method: Each year, the prior Actuarial Value of Assets is brought forward utilizing geometric 4-year average Market Value return (net of fees). It is possible that over time this technique will produce an insignificant bias above or below Market Value of Assets.

Salary Increases: 5.5% per year up to the assumed Pension age. Projected salary at Pension is increased individually to account for non-regular payments.

Interest Rate: 7.00% per year, compounded annually, net of investment related expenses. This is supported by the target asset classification of the trust and the expected long-term return by asset class.

DROP/BACDROP Interest Load: Normal Retirement benefits are increased by 0.5% for Members hired before May 20, 2014 to account for the interest floor on the CROP and BACDROP benefits.

Payroll Growth: 0.0% for purpose of amortizing the unfunded actuarial accrued liability.

Pension Age: 100% at first eligibility for Normal Retirement. Also, any Member who has reached Normal Retirement eligibility is assumed to continue employment for one additional year.

Early Retirement: Commencing at the member's eligibility for Early Pension (age 50), members are assuming to retire with an immediate, subsidized benefit at the rate of 5% per year. This is supported by the target asset class allocation of the trust and the expected long-term return by asset class.

Termination Rates: See table below.

Disability Rates: See table below.

Mortality: Mortality Improvement Scale MP-2018

Other Information: Termination and Disability Rate Table

Age	% Terminating During the Year	% Becoming Disabled During the Year
20	6.0%	0.03%
30	5.0%	0.04%
40	2.6%	0.07%
50	0.8%	0.18%

*10 years of data will be presented as it becomes available.

**CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
GENERAL EMPLOYEES' TRUST FUND
SEPTEMBER 30, 2020**

	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Actuarially determined contribution	\$ 1,279,644	\$ 1,433,590	\$ 1,563,032	\$ 1,676,838	\$ 1,841,947	\$ 1,957,894	\$ 2,308,531
Contributions in relation to the actuarially	1,279,644	1,433,298	1,563,324	1,676,838	1,841,947	1,957,894	2,308,531
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ 292</u>	<u>\$ (292)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 5,037,970	\$ 5,290,001	\$ 5,746,443	\$ 6,449,377	\$ 6,697,988	\$ 7,027,074	\$ 7,446,876
Contributions as a percentage of covered payroll	25.40%	27.09%	27.21%	26.00%	27.50%	27.86%	31.00%

Notes to Schedule:

Valuation Date: 10/1/2018
Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which
Additional years' information will be displayed as it becomes available to present 10 years.

Methods and assumptions used to determine contribution rates:

Funding Method:	Entry Age Normal Actuarial Cost Method
Asset Valuation Method:	Each year, the prior Actuarial Value of Assets is brought forward utilizing geometric 4-year average Market Value return (net of fees). It is possible that over time this technique will produce an insignificant bias above or below Market Value of Assets.
Salary Increases:	4.0% per year up to the assumed Pension age.
Interest Rate:	6.75% per year, compounded annually, net of investment related expenses.
Payroll Growth:	None
Retirement Age:	Earlier of age 62 and 5 years of service or when age plus service equal 85 (but at least age 55). Also, any member who has reached Normal Retirement Age is assumed to continue employment for one additional year.
Pension Age:	100% at first eligibility for Normal Retirement. Also, any Member who has reached Normal Retirement eligibility is assumed to continue employment for one additional year.
Early Retirement:	Commencing at the member's eligibility for Early Pension (age 60 with 5 years of service or when age plus service equal 80), members are assuming to retire with an immediate, subsidized benefit at the rate of 2% per year.
Termination Rates:	See table below.
Disability Rates:	See table below.
Mortality:	Mortality Improvement Scale MP-2018
Other Information:	Termination and Disability Rate Table

Age	Age	% Terminating During the Year	% Becoming Disabled During the Year
20	20	55.00%	0.05%
30	30	38.35%	0.06%
40	40	4.23%	0.12%
50	50	1.68%	0.43%
60	60	0.00%	1.61%

*10 years of data will be presented as it becomes available.

**CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
MUNICIPAL POLICE OFFICERS' RETIREMENT FUND
SEPTEMBER 30, 2020**

	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Actuarially determined contribution	\$ 1,972,475	\$ 1,969,873	\$ 1,905,635	\$ 1,748,578	\$ 1,517,947	\$ 1,481,075	\$ 1,662,768
Contributions in relation to the actuarially determined	1,958,944	1,982,074	1,906,965	1,722,477	1544048	1,481,075	1,662,768
Contribution deficiency (excess)	<u>\$ 13,531</u>	<u>\$ (12,201)</u>	<u>\$ (1,330)</u>	<u>\$ 26,101</u>	<u>\$ (26,101)</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 4,017,261	\$ 3,759,300	\$ 3,535,502	\$ 3,356,196	\$ 3,017,787	\$ 3,060,157	\$ 2,871,793
Contributions as a percentage of covered payroll	48.76%	52.72%	53.94%	51.32%	51.16%	48.40%	57.90%

Notes to Schedule:

Valuation Date: 10/1/2018

are reported.

Additional years' information will be displayed as it becomes available to present 10 years.

Methods and assumptions used to determine contribution rates:

Funding Method: Entry Age Normal Actuarial Cost Method

Asset Valuation Method: Each year, the prior Actuarial Value of Assets is brought forward utilizing geometric 4-year average Market Value return (net of fees). It is possible that over time this technique will produce an insignificant bias above or below Market Value of Assets.

Salary Increases: 5.5% per year up to the assumed retirement age. Projected salary at Pension is increased individually to account for non-regular payments. This is based on the results of one actuarial experience study for the period 1987 - 2010.

Interest Rate: 6.75% per year, compounded annually, net of investment related expenses. This is supported by the results of an actuarial experience study for the period of 1987 - 2010, as well as the target asset classification of the trust and the expected long-term return by asset class.

Payroll Growth: Up to 3% per year (0.44% on 10/01/2018 valuation).

Cost of Living Adjustments: Beginning the first October 1st following one year of retirement, annual adjustment of 1.00%

Retirement Age: Earlier of age 55 and 10 years of service, 20 years of service regardless of age, or age 60.

Early Retirement: Commencing at the member's eligibility for Early Pension (attainment of age 45 with 10 years of Credited Service), members are assuming to retire with an immediate, subsidized benefit at the rate of 5% per year.

Termination Rates: See table below.

Disability Rates: See table below.

Other Information: Termination and Disability Rate Table

Age	% Terminating During the Year	% Becoming Disabled During the Year
20	9.00%	0.03%
30	7.50%	0.04%
40	3.90%	0.07%
50	1.20%	0.18%

*10 years of data will be presented as it becomes available.

**CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF INVESTMENT RETURNS
SEPTEMBER 30, 2020**

For the Year Ending	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund
9/30/2020	7.83%	7.42%	7.97%
9/30/2019	2.98%	2.95%	2.81%
9/30/2018	10.93%	10.91%	11.02%
9/30/2017	11.94%	11.76%	11.87%
9/30/2016	8.55%	8.72%	8.78%
9/30/2015	-1.66%	-1.42%	-1.65%
9/30/2014	11.53%	11.92%	11.90%

*10 years of data will be presented as it becomes available.

Combining Nonmajor Governmental Fund Financial Statements and Other Schedules

Special Revenue Funds

Special Revenue Funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Stormwater Drainage Utility Fund

This fund accounts for the maintenance of the City's existing stormwater drainage system. Revenues are provided from user charges to the utility customers.

Municipal Airport Fund

The fund accounts for the financial activities of the Ormond Beach Airport. The airport was deeded to the City in 1959. The agreement restricts the use of the land and revenues derived from aviation related purposes. The airport is funded through rentals and lease revenues, grant revenues and transfers from the General Fund.

Local Law Enforcement Trust Fund

This fund accounts for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.

Federal Law Enforcement Trust Fund

This fund accounts for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.

Pension Contribution Pass Thru Fund

This fund accounts for the insurance premium taxes assessed and collected against properties in the City. Funds are restricted and passed thru to the respective pension trust funds.

Public Recreational Facility Use Fee Fund

This fund accounts for impact fees assessed and collected against users of the various recreation and cultural facilities within the City. Use of these funds is restricted for expansion of those facilities.

Grants Fund

This fund accounts for proceeds of federal and state financial assistance and related costs for various operating and capital expenditures.

Debt Service Funds

Debt Service Funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

Financing Debt Service Fund

This fund records principal and interest payments on various capital lease and notes payable obligations. Revenue sources include interest on investments and transfers from the General Fund.

2002 General Obligation Debt Service Fund

This fund records principal and interest payments on Series 2002 General Obligation Bonds. Revenue sources include ad valorem property taxes and interest on investments.

2003 General Obligation Debt Service Fund

This fund records principal and interest payments on Series 2003 General Obligation Bonds. Revenue sources include ad valorem property taxes and interest on investments.

2005 Capital Improvements Note Debt Service Fund

This fund records principal and interest payments on the Capital Improvement Revenue Note, Series 2005. Revenue sources include transfers from the General Fund.

2010 General Obligation Debt Service Fund

This fund records principal and interest payments on Series 2010 General Obligation Bonds. Revenue sources include ad valorem property taxes and interest on investments.

Capital Projects Funds

Capital Projects Funds are used to account for the acquisition and construction of major capital facilities other than those financed by the Proprietary and Trust Funds.

General Improvements Fund

This fund is used to account for capital asset (including infrastructure) acquisitions and construction from general government resources (transfers from the governmental funds) and intergovernmental grants. Other sources of revenue include ad valorem property taxes, interest on investments and donations.

Equipment Renewal and Replacement Fund

This fund accounts for replacement of existing capital assets provided by general government resources. Revenue sources are provided from interest on investments and transfers from the governmental funds.

Transportation Improvements Fund

This fund is used to account for capital infrastructure acquisition and construction from general government resources (transfers from the General Fund). Sources of revenue include ad valorem property taxes, local option gas taxes, and interest on investments.

Recreational Facility Impact Fee Fund

This fund accounts for impact fees assessed and collected against new construction activities. Use of these funds is restricted for expansion of existing recreational facilities or construction of new recreation facilities.

Local Roads Impact Fee Fund

This fund accounts for impact fees assessed and collected against new construction activities. Use of these funds is restricted for expansion of existing local roadway links or construction of new local roadways.

Stormwater Drainage Impact Fee Fund

This fund accounts for impact fees assessed and collected against new construction activities. Use of these funds is restricted for expansion of existing stormwater management facilities or construction of new stormwater management facilities.

Facilities Renewal and Replacement Fund

This fund accounts for ad valorem property taxes restricted for the renewal and replacement of existing City facilities.

**CITY OF ORMOND BEACH, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	Special Revenue Funds							Debt Service Funds		
	Stormwater Drainage Utility	Municipal Airport	Local Law Enforcement Trust	Federal Law Enforcement Trust	Pension Contribution Pass-Through Fund	Public Recreational Facility Use Fee	Grants	Total	Financing	2002 General Obligation
ASSETS										
Equity in pooled cash	\$ 6,641,767	\$ 1,727	\$ 110,416	\$ 6,048	\$ -	\$ 378,085	\$ 56,523	\$ 7,194,566	\$ 196,360	\$ 137,911
Receivables, net	282,214	36,957	-	-	-	-	-	319,171	-	2,674
Due from other governments	702,336	32,379	-	-	-	-	658,005	1,392,720	-	-
Prepaid items	-	-	-	-	-	-	-	-	-	-
Total assets	<u>\$ 7,626,317</u>	<u>\$ 71,063</u>	<u>\$ 110,416</u>	<u>\$ 6,048</u>	<u>\$ -</u>	<u>\$ 378,085</u>	<u>\$ 714,528</u>	<u>\$ 8,906,457</u>	<u>\$ 196,360</u>	<u>\$ 140,585</u>
LIABILITIES										
Accounts payable and accrued liabilities	\$ 294,917	\$ 29,125	\$ 22,168	\$ -	\$ -	\$ -	\$ 500,354	\$ 846,564	\$ -	\$ -
Unearned revenue	-	-	-	-	-	-	117,600	117,600	-	-
Advances from other funds	-	530,000	-	-	-	-	80,000	610,000	-	-
Total liabilities	<u>294,917</u>	<u>559,125</u>	<u>22,168</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>697,954</u>	<u>1,574,164</u>	<u>-</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES										
Unavailable revenue - property taxes	-	-	-	-	-	-	-	-	-	1,448
FUND BALANCES										
Nonspendable:										
Prepaid items	-	-	-	-	-	-	-	-	-	-
Restricted for:										
Stormwater drainage	7,331,400	-	-	-	-	-	-	7,331,400	-	-
Law enforcement	-	-	88,248	6,048	-	-	-	94,296	-	-
Debt service	-	-	-	-	-	-	-	-	-	139,137
Transportation	-	-	-	-	-	-	-	-	-	-
Impact fees	-	-	-	-	-	-	-	-	-	-
Committed to:										
Recreational facilities	-	-	-	-	-	378,085	-	378,085	-	-
Assigned to:										
Recreational facilities	-	-	-	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	16,574	16,574	-	-
Debt service	-	-	-	-	-	-	-	-	196,360	-
Capital projects	-	-	-	-	-	-	-	-	-	-
Unassigned	-	(488,062)	-	-	-	-	-	(488,062)	-	-
Total fund balances	<u>7,331,400</u>	<u>(488,062)</u>	<u>88,248</u>	<u>6,048</u>	<u>-</u>	<u>378,085</u>	<u>16,574</u>	<u>7,332,293</u>	<u>196,360</u>	<u>139,137</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 7,626,317</u>	<u>\$ 71,063</u>	<u>\$ 110,416</u>	<u>\$ 6,048</u>	<u>\$ -</u>	<u>\$ 378,085</u>	<u>\$ 714,528</u>	<u>\$ 8,906,457</u>	<u>\$ 196,360</u>	<u>\$ 140,585</u>

**CITY OF ORMOND BEACH, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

Debt Service Funds				Capital Projects Funds								Total Nonmajor Governmental Funds
2003 General Obligation	2005 Capital Improvement Note	2010 General Obligation	Total	General Improvements	Equipment Renewal and Replacement	Transportation Improvements	Recreational Facility Impact Fee	Local Roads Impact Fee	Stormwater Drainage Impact Fee	Facilities Renewal and Replacement	Total	
\$ 89,936	\$ 11,925	\$ 9,130	\$ 445,262	\$ 837,411	\$ 649,793	\$ 3,232,611	\$ 98,561	\$ 1,072,848	\$ 457,292	\$ 592,668	\$ 6,941,184	\$14,581,012
511	-	962	4,147	1,504	1,321	1,998	-	-	-	1,882	6,705	330,023
-	-	-	-	494,744	-	194,185	-	-	-	27,187	716,116	2,108,836
-	-	-	-	-	1,155,825	-	-	-	-	-	1,155,825	1,155,825
<u>\$ 90,447</u>	<u>\$ 11,925</u>	<u>\$ 10,092</u>	<u>\$ 449,409</u>	<u>\$ 1,333,659</u>	<u>\$ 1,806,939</u>	<u>\$ 3,428,794</u>	<u>\$ 98,561</u>	<u>\$ 1,072,848</u>	<u>\$ 457,292</u>	<u>\$ 621,737</u>	<u>\$ 8,819,830</u>	<u>\$18,175,696</u>
\$ -	\$ -	\$ -	\$ -	\$ 510,729	\$ -	\$ 288,567	\$ -	\$ -	\$ -	\$ 100,590	\$ 899,886	\$ 1,746,450
-	-	-	-	100,000	-	-	-	-	-	-	100,000	217,600
-	-	-	-	-	-	-	-	-	-	-	-	610,000
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>610,729</u>	<u>-</u>	<u>288,567</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>100,590</u>	<u>999,886</u>	<u>2,574,050</u>
377	-	832	2,657	1,022	1,189	1,209	-	-	-	1,253	4,673	7,330
-	-	-	-	-	1,155,825	-	-	-	-	-	1,155,825	1,155,825
-	-	-	-	-	-	-	-	-	-	-	-	7,331,400
-	-	-	-	-	-	-	-	-	-	-	-	94,296
90,070	-	9,260	238,467	-	-	-	-	-	-	-	-	238,467
-	-	-	-	-	-	3,139,018	-	-	-	-	3,139,018	3,139,018
-	-	-	-	-	-	-	98,561	1,072,848	457,292	-	1,628,701	1,628,701
-	-	-	-	-	-	-	-	-	-	-	-	378,085
-	-	-	-	-	-	-	-	-	-	519,894	519,894	519,894
-	-	-	-	-	-	-	-	-	-	-	-	16,574
-	11,925	-	208,285	-	-	-	-	-	-	-	-	208,285
-	-	-	-	721,908	649,925	-	-	-	-	-	1,371,833	1,371,833
-	-	-	-	-	-	-	-	-	-	-	-	(488,062)
<u>90,070</u>	<u>11,925</u>	<u>9,260</u>	<u>446,752</u>	<u>721,908</u>	<u>1,805,750</u>	<u>3,139,018</u>	<u>98,561</u>	<u>1,072,848</u>	<u>457,292</u>	<u>519,894</u>	<u>7,815,271</u>	<u>15,594,316</u>
<u>\$ 90,447</u>	<u>\$ 11,925</u>	<u>\$ 10,092</u>	<u>\$ 449,409</u>	<u>\$ 1,333,659</u>	<u>\$ 1,806,939</u>	<u>\$ 3,428,794</u>	<u>\$ 98,561</u>	<u>\$ 1,072,848</u>	<u>\$ 457,292</u>	<u>\$ 621,737</u>	<u>\$ 8,819,830</u>	<u>\$18,175,696</u>

**CITY OF ORMOND BEACH, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

	Special Revenue Funds							Debt Service Funds		
	Stormwater Drainage Utility	Municipal Airport	Local Law Enforcement Trust	Federal Law Enforcement Trust	Pension Contribution Pass-Through Fund	Public Recreational Facility Use Fee	Grants	Total	Financing	2002 General Obligation
Revenues										
Taxes	\$ -	\$ -	\$ -	\$ -	\$ 670,572	\$ -	\$ -	\$ 670,572	\$ -	\$ 1,519
Intergovernmental	195,461	64,137	-	-	-	-	830,705	1,090,303	-	-
Charges for services	2,539,582	-	-	-	-	-	-	2,539,582	-	-
Fines and forfeitures	-	-	14,820	-	-	-	-	14,820	-	-
Miscellaneous	33,483	204,373	849	32	-	15,572	450	254,759	-	-
Total revenues	2,768,526	268,510	15,669	32	670,572	15,572	831,155	4,570,036	-	1,519
Expenditures										
Current:										
Public safety	-	-	19,029	-	670,572	-	-	689,601	-	-
Public works	1,461,088	270,134	-	-	-	-	-	1,731,222	-	-
Culture and recreation	-	-	-	-	-	11,349	-	11,349	-	-
Human services	-	-	-	-	-	-	22,512	22,512	-	-
Capital improvements	1,121,144	70,833	115,898	-	-	-	987,350	2,295,225	-	-
Debt service:										
Principal	-	-	-	-	-	-	-	-	549,443	-
Interest	-	-	-	-	-	-	-	-	9,905	-
Total expenditures	2,582,232	340,967	134,927	-	670,572	11,349	1,009,862	4,749,909	559,348	-
Excess (deficiency) of revenues over expenditures	186,294	(72,457)	(119,258)	32	-	4,223	(178,707)	(179,873)	(559,348)	1,519
Other financing sources (uses)										
Proceeds from issuance of debt	-	-	-	-	-	-	-	-	-	-
Transfers in	-	66,396	-	-	-	-	-	66,396	616,448	-
Transfers out	(224,820)	(13,872)	-	-	-	-	-	(238,692)	-	-
Total other financing sources (uses)	(224,820)	52,524	-	-	-	-	-	(172,296)	616,448	-
Net change in fund balances	(38,526)	(19,933)	(119,258)	32	-	4,223	(178,707)	(352,169)	57,100	1,519
Fund balances, beginning of year	7,369,926	(468,129)	207,506	6,016	-	373,862	195,281	7,684,462	139,260	137,618
Fund balances, end of year	\$ 7,331,400	\$ (488,062)	\$ 88,248	\$ 6,048	\$ -	\$ 378,085	\$ 16,574	\$ 7,332,293	\$ 196,360	\$ 139,137

**CITY OF ORMOND BEACH, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

Debt Service Funds				Capital Projects Funds								Total Nonmajor Governmental Funds
2003 General Obligation	2005 Capital Improvement Note	2010 General Obligation	Total	General Improvements	Equipment Renewal and Replacement	Transportation Improvement	Recreational Facility Impact Fee	Local Roads Impact Fee	Stormwater Drainage Impact Fee	Facilities Renewal and Replacement	Total	
\$ 116,872	\$ -	\$ 353,813	\$ 472,204	\$ 408,424	\$ 426,658	\$ 1,678,274	\$ -	\$ -	\$ -	\$ 504,886	\$ 3,018,242	\$ 4,161,018
-	-	-	-	334,020	-	-	-	-	-	10,951	344,971	1,435,274
-	-	-	-	-	-	-	-	-	-	-	-	2,539,582
-	-	-	-	-	-	-	-	-	-	-	-	14,820
-	-	-	-	159,867	12,024	15,824	179,273	56,674	25,349	5,597	454,608	709,367
116,872	-	353,813	472,204	902,311	438,682	1,694,098	179,273	56,674	25,349	521,434	3,817,821	8,860,061
-	-	-	-	25,188	-	-	-	-	-	19,348	44,536	734,137
-	-	-	-	-	-	127,476	-	-	-	19,622	147,098	1,878,320
-	-	-	-	-	-	-	-	-	-	142,585	142,585	153,934
-	-	-	-	-	-	-	-	-	-	-	-	22,512
-	-	-	-	2,267,083	378,417	381,634	-	-	-	713,770	3,740,904	6,036,129
100,000	130,000	255,000	1,034,443	-	-	-	-	-	-	-	-	1,034,443
11,417	26,543	112,982	160,847	-	-	-	-	-	-	-	-	160,847
111,417	156,543	367,982	1,195,290	2,292,271	378,417	509,110	-	-	-	895,325	4,075,123	10,020,322
5,455	(156,543)	(14,169)	(723,086)	(1,389,960)	60,265	1,184,988	179,273	56,674	25,349	(373,891)	(257,302)	(1,160,261)
-	-	-	-	-	1,377,155	-	-	-	-	-	1,377,155	1,377,155
-	158,004	-	774,452	929,996	-	-	-	-	-	-	929,996	1,770,844
-	-	-	-	(20,292)	(160,000)	(792,336)	(800,000)	-	-	-	(1,772,628)	(2,011,320)
-	158,004	-	774,452	909,704	1,217,155	(792,336)	(800,000)	-	-	-	534,523	1,136,679
5,455	1,461	(14,169)	51,366	(480,256)	1,277,420	392,652	(620,727)	56,674	25,349	(373,891)	277,221	(23,582)
84,615	10,464	23,429	395,386	1,202,164	528,330	2,746,366	719,288	1,016,174	431,943	893,785	7,538,050	15,617,898
\$ 90,070	\$ 11,925	\$ 9,260	\$ 446,752	\$ 721,908	\$ 1,805,750	\$ 3,139,018	\$ 98,561	\$ 1,072,848	\$ 457,292	\$ 519,894	\$ 7,815,271	\$ 15,594,316

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - STORMWATER DRAINAGE UTILITY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Intergovernmental	\$ 1,689,750	\$ 1,714,160	\$ 195,461	\$ (1,518,699)
Charges for services	2,525,000	2,525,000	2,539,582	14,582
Miscellaneous	2,500	2,500	33,483	30,983
Total revenues	4,217,250	4,241,660	2,768,526	(1,473,134)
Expenditures				
Current:				
Public works	1,440,658	1,417,925	1,461,088	(43,163)
Capital improvements	2,753,000	2,775,733	1,121,144	1,654,589
Total expenditures	4,193,658	4,193,658	2,582,232	1,611,426
Excess (deficiency) of revenues over expenditures	23,592	48,002	186,294	138,292
Other financing sources (uses)				
Transfers out	(224,825)	(224,825)	(224,820)	5
Net change in fund balance	(201,233)	(176,823)	(38,526)	138,297
Fund balance, beginning of year	7,369,926	7,369,926	7,369,926	-
Fund balance, end of year	<u>\$ 7,168,693</u>	<u>\$ 7,193,103</u>	<u>\$ 7,331,400</u>	<u>\$ 138,297</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - MUNICIPAL AIRPORT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Intergovernmental	\$ 4,263,173	\$ 4,263,173	\$ 64,137	\$ (4,199,036)
Miscellaneous	197,000	197,000	204,373	7,373
Total revenues	<u>4,460,173</u>	<u>4,460,173</u>	<u>268,510</u>	<u>(4,191,663)</u>
Expenditures				
Current:				
Public works	260,188	260,188	270,134	(9,946)
Capital improvements	4,401,645	4,401,645	70,833	4,330,812
Total expenditures	<u>4,661,833</u>	<u>4,661,833</u>	<u>340,967</u>	<u>4,320,866</u>
Excess (deficiency) of revenues over expenditures	<u>(201,660)</u>	<u>(201,660)</u>	<u>(72,457)</u>	<u>129,203</u>
Other financing sources (uses)				
Transfers in	66,390	66,390	66,396	6
Transfers out	(13,877)	(13,877)	(13,872)	5
Total other financing sources (uses)	<u>52,513</u>	<u>52,513</u>	<u>52,524</u>	<u>11</u>
Net change in fund balance	(149,147)	(149,147)	(19,933)	129,214
Fund balance, beginning of year	(468,129)	(468,129)	(468,129)	-
Fund balance, end of year	<u><u>\$ (617,276)</u></u>	<u><u>\$ (617,276)</u></u>	<u><u>\$ (488,062)</u></u>	<u><u>\$ 129,214</u></u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - LOCAL LAW ENFORCEMENT TRUST FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts		Variance with Final Budget - Positive (Negative)
	Original	Final	Actual
Revenues			
Fines and forfeitures	\$ -	\$ -	\$ 14,820
Miscellaneous	-	-	849
Total revenues	<u>-</u>	<u>-</u>	<u>15,669</u>
Expenditures			
Current:			
Police	-	13,500	19,029
Capital improvements	100,000	121,500	115,898
Total expenditures	<u>100,000</u>	<u>135,000</u>	<u>134,927</u>
Net change in fund balance	<u>(100,000)</u>	<u>(135,000)</u>	<u>(119,258)</u>
Fund balance, beginning of year	207,506	207,506	207,506
Fund balance, end of year	<u>\$ 107,506</u>	<u>\$ 72,506</u>	<u>\$ 88,248</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - FEDERAL LAW ENFORCEMENT TRUST FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	<u>Budgeted Amounts</u>			<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues				
Miscellaneous	\$ -	\$ -	\$ 32	\$ 32
Total revenues	-	-	32	32
Expenditures				
Current:				
Public safety:				
Police	-	-	-	-
Net change in fund balance	-	-	32	32
Fund balance, beginning of year	6,016	6,016	6,016	-
Fund balance, end of year	<u>\$ 6,016</u>	<u>\$ 6,016</u>	<u>\$ 6,048</u>	<u>\$ 32</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - PENSION CONTRIBUTION PASSTHRU FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 750,000	\$ 750,000	\$ 670,572	\$ (79,428)
Total revenues	750,000	750,000	670,572	(79,428)
Expenditures				
Current:				
Public safety:				
Police	400,000	400,000	411,220	(11,220)
Fire Services	350,000	350,000	259,352	90,648
Total expenditures	750,000	750,000	670,572	79,428
Net change in fund balance	-	-	-	-
Fund balance, beginning of year	-	-	-	-
Fund balance, end of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - PUBLIC RECREATIONAL FACILITY USE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	<u>Budgeted Amounts</u>			<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues				
Miscellaneous	\$ 41,600	\$ 41,600	\$ 15,572	\$ (26,028)
Total revenues	<u>41,600</u>	<u>41,600</u>	<u>15,572</u>	<u>(26,028)</u>
Expenditures				
Current:				
Culture and recreation	<u>47,542</u>	<u>47,542</u>	<u>11,349</u>	<u>36,193</u>
Total expenditures	<u>47,542</u>	<u>47,542</u>	<u>11,349</u>	<u>36,193</u>
Net change in fund balance	<u>(5,942)</u>	<u>(5,942)</u>	<u>4,223</u>	<u>10,165</u>
Fund balance, beginning of year	373,862	373,862	373,862	-
Fund balance, end of year	<u><u>\$ 367,920</u></u>	<u><u>\$ 367,920</u></u>	<u><u>\$ 378,085</u></u>	<u><u>\$ 10,165</u></u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GRANTS FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Intergovernmental	\$ 25,000	\$ 925,000	\$ 830,705	\$ (94,295)
Miscellaneous	-	-	450	450
Total revenues	25,000	925,000	831,155	(93,845)
Expenditures				
Current:				
Human services	25,000	24,260	22,512	1,748
Capital improvements	-	991,990	987,350	4,640
Total expenditures	25,000	1,016,250	1,009,862	6,388
Net change in fund balance	-	(91,250)	(178,707)	(87,457)
Fund balance, beginning of year	195,281	195,281	195,281	-
Fund balance, end of year	<u>\$ 195,281</u>	<u>\$ 104,031</u>	<u>\$ 16,574</u>	<u>\$ (87,457)</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - FINANCING DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ -	\$ -	\$ -	\$ -
Total revenues	-	-	-	-
Expenditures				
Debt service:				
Principal retirement	737,540	662,540	549,443	113,097
Interest and fiscal charges	228,906	228,906	9,905	219,001
Total expenditures	966,446	891,446	559,348	332,098
Excess (deficiency) of revenues over expenditures	(966,446)	(891,446)	(559,348)	332,098
Other financing sources (uses)				
Transfers in	866,446	791,446	616,448	174,998
Net change in fund balance	(100,000)	(100,000)	57,100	507,096
Fund balance, beginning of year	139,260	139,260	139,260	-
Fund balance, end of year	<u>\$ 39,260</u>	<u>\$ 39,260</u>	<u>\$ 196,360</u>	<u>\$ 507,096</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - 2002 GENERAL OBLIGATION DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues				
Taxes	\$ -	\$ -	\$ 1,519	\$ 1,519
Total revenues	-	-	1,519	1,519
Expenditures				
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	-	-	-	-
Net change in fund balance	-	-	1,519	1,519
Fund balance, beginning of year	137,618	137,618	137,618	-
Fund balance, end of year	<u>\$ 137,618</u>	<u>\$ 137,618</u>	<u>\$ 139,137</u>	<u>\$ 1,519</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - 2003 GENERAL OBLIGATION DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues				
Taxes	\$ 116,238	\$ 116,238	\$ 116,872	\$ 634
Total revenues	<u>116,238</u>	<u>116,238</u>	<u>116,872</u>	<u>634</u>
Expenditures				
Current:				
Nondepartmental	2,210	2,210	-	2,210
Debt service:				
Principal retirement	100,000	100,000	100,000	-
Interest and fiscal charges	14,028	14,028	11,417	2,611
Total expenditures	<u>116,238</u>	<u>116,238</u>	<u>111,417</u>	<u>4,821</u>
Net change in fund balance	<u>-</u>	<u>-</u>	<u>5,455</u>	<u>5,455</u>
Fund balance, beginning of year	84,615	84,615	84,615	-
Fund balance, end of year	<u><u>\$ 84,615</u></u>	<u><u>\$ 84,615</u></u>	<u><u>\$ 90,070</u></u>	<u><u>\$ 5,455</u></u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - 2005 CAPITAL IMPROVEMENT NOTE DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts		Variance with Final Budget - Positive (Negative)
	Original	Final	Actual
Revenues			
Taxes	\$ -	\$ -	\$ -
Total revenues	-	-	-
Expenditures			
Current:			
Nondepartmental	1,450	1,450	-
Debt service:			
Principal retirement	130,000	130,000	130,000
Interest and fiscal charges	26,550	26,550	26,543
Total expenditures	158,000	158,000	156,543
Excess (deficiency) of revenues over expenditures	(158,000)	(158,000)	(156,543)
Other financing sources (uses)			
Transfers in	158,000	158,000	158,004
Net change in fund balance	-	-	1,461
Fund balance, beginning of year	10,464	10,464	10,464
Fund balance, end of year	<u>\$ 10,464</u>	<u>\$ 10,464</u>	<u>\$ 11,925</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - 2010 GENERAL OBLIGATION DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 352,373	\$ 352,373	\$ 353,813	\$ 1,440
Total revenues	352,373	352,373	353,813	1,440
Expenditures				
Current:				
Nondepartmental	4,315	4,315	-	4,315
Debt service:				
Principal retirement	255,000	255,000	255,000	-
Interest and fiscal charges	93,058	113,058	112,982	76
Total expenditures	352,373	372,373	367,982	4,391
Net change in fund balance	-	(20,000)	(14,169)	5,831
Fund balance, beginning of year	23,429	23,429	23,429	-
Fund balance, end of year	<u>\$ 23,429</u>	<u>\$ 3,429</u>	<u>\$ 9,260</u>	<u>\$ 5,831</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL IMPROVEMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 405,229	\$ 405,229	\$ 408,424	\$ 3,195
Intergovernmental	127,567	533,255	334,020	(199,235)
Miscellaneous	125,000	205,000	159,867	(45,133)
Total revenues	<u>657,796</u>	<u>1,143,484</u>	<u>902,311</u>	<u>(241,173)</u>
Expenditures				
Current:				
General government:	-	-	-	-
Public safety:				
Police	-	-	25,188	25,188
Non-departmental	-	-	-	-
Capital improvements	767,505	2,701,751	2,267,083	434,668
Total expenditures	<u>767,505</u>	<u>2,701,751</u>	<u>2,292,271</u>	<u>459,856</u>
Excess (deficiency) of revenues over expenditures	<u>(109,709)</u>	<u>(1,558,267)</u>	<u>(1,389,960)</u>	<u>168,307</u>
Other financing sources (uses)				
Transfers in	130,000	930,000	929,996	(4)
Transfers out	(20,291)	(20,291)	(20,292)	(1)
Total other financing sources (uses)	<u>109,709</u>	<u>909,709</u>	<u>909,704</u>	<u>(5)</u>
Net change in fund balance	-	(648,558)	(480,256)	168,302
Fund balance, beginning of year	1,202,164	1,202,164	1,202,164	-
Fund balance, end of year	<u>\$ 1,202,164</u>	<u>\$ 553,606</u>	<u>\$ 721,908</u>	<u>\$ 168,302</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - EQUIPMENT RENEWAL AND REPLACEMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 429,895	\$ 429,895	\$ 426,658	\$ (3,237)
Miscellaneous	-	-	12,024	12,024
Total revenues	<u>429,895</u>	<u>429,895</u>	<u>438,682</u>	<u>8,787</u>
Expenditures				
Current:				
Capital improvements	1,623,000	1,623,000	378,417	1,244,583
Total expenditures	<u>1,623,000</u>	<u>1,623,000</u>	<u>378,417</u>	<u>1,244,583</u>
Excess (deficiency) of revenues over expenditures	<u>(1,193,105)</u>	<u>(1,193,105)</u>	<u>60,265</u>	<u>1,253,370</u>
Other financing sources (uses)				
Transfers out	(160,000)	(160,000)	(160,000)	-
Net change in fund balance	<u>(3,105)</u>	<u>56,895</u>	<u>1,277,420</u>	<u>1,220,525</u>
Fund balance, beginning of year	528,330	528,330	528,330	-
Fund balance, end of year	<u>\$ 525,225</u>	<u>\$ 585,225</u>	<u>\$ 1,805,750</u>	<u>\$ 1,220,525</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - TRANSPORTATION IMPROVEMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 1,800,370	\$ 1,800,370	\$ 1,678,274	\$ (122,096)
Miscellaneous	-	-	15,824	15,824
Total revenues	<u>1,800,370</u>	<u>1,800,370</u>	<u>1,694,098</u>	<u>(106,272)</u>
Expenditures				
Current:				
Public works	112,091	112,091	127,476	(15,385)
Capital improvements	895,947	895,947	381,634	514,313
Total expenditures	<u>1,008,038</u>	<u>1,008,038</u>	<u>509,110</u>	<u>498,928</u>
Excess (deficiency) of revenues over expenditures	<u>792,332</u>	<u>792,332</u>	<u>1,184,988</u>	<u>392,656</u>
Other financing sources (uses)				
Transfers out	(792,332)	(792,332)	(792,336)	(4)
Net change in fund balance	<u>-</u>	<u>-</u>	<u>392,652</u>	<u>392,652</u>
Fund balance, beginning of year	2,746,366	2,746,366	2,746,366	-
Fund balance, end of year	<u><u>\$ 2,746,366</u></u>	<u><u>\$ 2,746,366</u></u>	<u><u>\$ 3,139,018</u></u>	<u><u>\$ 392,652</u></u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - RECREATIONAL FACILITY IMPACT FEE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Miscellaneous	\$ 125,000	\$ 125,000	\$ 179,273	\$ 54,273
Total revenues	125,000	125,000	179,273	54,273
Expenditures				
Capital improvements	325,000	325,000	-	325,000
Total expenditures	325,000	325,000	-	325,000
Excess (deficiency) of revenues over expenditures	(200,000)	(200,000)	179,273	379,273
Other financing sources (uses)				
Transfers out	-	(800,000)	(800,000)	-
Net change in fund balance	(200,000)	(1,000,000)	(620,727)	379,273
Fund balance, beginning of year	719,288	719,288	719,288	-
Fund balance, end of year	<u>\$ 519,288</u>	<u>\$ (280,712)</u>	<u>\$ 98,561</u>	<u>\$ 379,273</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - LOCAL ROADS IMPACT FEE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Miscellaneous	\$ 60,000	\$ 60,000	\$ 56,674	\$ (3,326)
Total revenues	60,000	60,000	56,674	(3,326)
Expenditures				
Current:				
Capital improvements	60,000	60,000	-	60,000
Total expenditures	60,000	60,000	-	60,000
Net change in fund balance	-	-	56,674	56,674
Fund balance, beginning of year	1,016,174	1,016,174	1,016,174	-
Fund balance, end of year	<u>\$ 1,016,174</u>	<u>\$ 1,016,174</u>	<u>\$ 1,072,848</u>	<u>\$ 56,674</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - STORMWATER DRAINAGE IMPACT FEE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Miscellaneous	\$ 25,000	\$ 25,000	\$ 25,349	\$ 349
Total revenues	25,000	25,000	25,349	349
Expenditures				
Current:				
Capital improvements	25,000	25,000	-	(25,000)
Total expenditures	25,000	25,000	-	(25,000)
Net change in fund balance	-	-	25,349	25,349
Fund balance, beginning of year	431,943	431,943	431,943	-
Fund balance, end of year	<u>\$ 431,943</u>	<u>\$ 431,943</u>	<u>\$ 457,292</u>	<u>\$ 25,349</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - FACILITIES RENEWAL AND REPLACEMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 500,370	\$ 500,370	\$ 504,886	\$ 4,516
Intergovernmental	-	-	10,951	10,951
Miscellaneous	-	-	5,597	5,597
Total revenues	<u>500,370</u>	<u>500,370</u>	<u>521,434</u>	<u>21,064</u>
Expenditures				
Current:				
Public safety:				
Fire services	14,000	17,000	19,348	(2,348)
Public works	22,900	24,300	19,622	4,678
Culture and recreation	183,800	206,985	142,585	64,400
Capital improvements	<u>573,300</u>	<u>851,135</u>	<u>713,770</u>	<u>137,365</u>
Total expenditures	<u>794,000</u>	<u>1,099,420</u>	<u>895,325</u>	<u>204,095</u>
Net change in fund balance	<u>(293,630)</u>	<u>(599,050)</u>	<u>(373,891)</u>	<u>225,159</u>
Fund balance, beginning of year	893,785	893,785	893,785	-
Fund balance, end of year	<u><u>\$ 600,155</u></u>	<u><u>\$ 294,735</u></u>	<u><u>\$ 519,894</u></u>	<u><u>\$ 225,159</u></u>

SUPPORTING SCHEDULES

Financial supporting schedules are presented to provide greater detailed information than reported in the preceding financial statements. This information, in many cases, has been spread throughout the report and is brought together here for greater clarity. Financial supporting schedules are not necessary for fair presentation in conformity with generally accepted accounting principles.

**CITY OF ORMOND BEACH, FLORIDA
SCHEDULE FOR WATER AND SEWER BOND COVENANTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

Operating revenues	\$ 22,303,458
Less: Operating expenses	<u>10,031,571</u>
Net revenues	12,271,887
Impact fees	1,247,232
Net revenues plus impact fees	<u>\$ 13,519,119</u>
Maximum annual debt service	<u>\$ 5,208,779</u>
Ratio of net revenues plus impact fees to annual debt service	<u>2.51</u>
Ratio of net revenues to annual debt service	<u>2.27</u>

This schedule is prepared in accordance with Water and Sewer Bond Issue covenant requirements.

In accordance with the requirements of Rule 15c2-12 (the Rule) promulgated by the Securities and Exchange Commission (the Commission), the City has agreed in Resolution #2000-201 to provide or cause to be provided, to each nationally recognized municipal securities information repository (NRMSIR) and to the appropriate state information depository (SID), if any, designated by the State of Florida, the above annual financial information and operating data.

Further information relating to the City's utility system and its customers can be found in the statistical section.

Statistical Section

Statistical Section

This part of the City of Ormond Beach, Florida’s comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City’s overall financial health.

<u>Contents</u>	<u>Page</u>
Financial Trends	127
These schedules contain trend information to help the reader understand how the City’s financial performance and well-being have changed over time.	
Revenue Capacity	134
These schedules contain information to help the reader assess the factors affecting the City’s ability to generate its property and sales taxes.	
Debt Capacity	144
These schedules present information to help the reader assess the affordability of the City’s current levels of outstanding debt and the City’s ability to issue additional debt in the future.	
Demographic and Economic Information	151
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City’s financial activities take place and help make comparisons over time and with other governments.	
Operating Information	153
These schedules contain information about the City’s operations and resources to help the reader understand how the City’s financial information relates to the services the City provides and the activities it performs.	

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

SCHEDULE 1
CITY OF ORMOND BEACH, FLORIDA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Governmental activities										
Net investment in capital assets	\$ 113,490	\$ 114,055	\$ 111,269	\$ 111,339	\$ 115,828	\$ 112,798	\$ 112,209	\$ 107,798	\$ 100,303	\$ 99,090
Restricted for:										
Debt service	196	206	196	201	190	110	91	68	28	108
Construction	1,629	2,167	1,421	1,680	1,443	1,208	963	998	2,304	3,301
Renewal and replacement	-	-	-	-	-	1,058	1,432	1,453	2,407	2,662
Redevelopment trust	1,982	2,056	1,797	1,182	710	749	434	2,026	3,180	3,099
For other purposes	10,632	10,397	10,051	8,374	7,129	4,355	3,367	4,221	3,814	2,857
Unrestricted	(13,955)	(18,006)	(19,204)	(18,927)	(18,616)	(17,572)	7,563	9,054	11,224	12,024
Total governmental activities net position	<u>\$ 113,974</u>	<u>\$ 110,875</u>	<u>\$ 105,530</u>	<u>\$ 103,849</u>	<u>\$ 106,684</u>	<u>\$ 102,706</u>	<u>\$ 126,059</u>	<u>\$ 125,618</u>	<u>\$ 123,260</u>	<u>\$ 123,141</u>
Business-type activities										
Net investment in capital assets	\$ 65,247	\$ 61,880	\$ 63,073	\$ 63,147	\$ 63,102	\$ 62,470	\$ 63,744	\$ 62,338	\$ 68,165	\$ 69,577
Restricted										
Debt service	2,972	2,958	2,524	2,215	1,959	1,782	1,772	1,754	1,607	1,250
Construction	9,623	9,673	10,963	9,722	9,528	8,203	7,229	8,725	4,441	3,373
Renewal and replacement	400	400	400	400	400	400	400	400	400	400
Redevelopment trust	-	-	-	-	-	-	-	-	-	-
For other purposes	-	-	-	-	101	-	-	-	-	-
Unrestricted	5,970	8,899	5,696	6,676	8,036	10,527	14,812	16,961	16,258	15,818
Total business-type activities net position	<u>\$ 84,212</u>	<u>\$ 83,810</u>	<u>\$ 82,656</u>	<u>\$ 82,160</u>	<u>\$ 83,126</u>	<u>\$ 83,382</u>	<u>\$ 87,957</u>	<u>\$ 90,178</u>	<u>\$ 90,871</u>	<u>\$ 90,418</u>
Primary government										
Net investment in capital assets	\$ 178,737	\$ 175,935	\$ 174,342	\$ 174,486	\$ 178,930	\$ 175,268	\$ 175,953	\$ 170,136	\$ 168,468	\$ 168,667
Restricted										
Debt service	3,168	3,164	2,720	2,416	2,149	1,892	1,863	1,822	1,635	1,358
Construction	11,252	11,840	12,384	11,402	10,971	9,411	8,192	9,723	6,745	6,674
Renewal and replacement	400	400	400	400	400	1,458	1,832	1,853	2,807	3,062
Redevelopment trust	1,982	2,056	1,797	1,182	710	749	434	2,026	3,180	3,099
For other purposes	10,632	10,397	10,051	8,374	7,230	4,355	3,367	4,221	3,814	2,857
Unrestricted	(7,985)	(9,107)	(13,508)	(12,251)	(10,580)	(7,045)	22,375	26,015	27,482	27,842
Total primary government net position	<u>\$ 198,186</u>	<u>\$ 194,685</u>	<u>\$ 188,186</u>	<u>\$ 186,009</u>	<u>\$ 189,810</u>	<u>\$ 186,088</u>	<u>\$ 214,016</u>	<u>\$ 215,796</u>	<u>\$ 214,131</u>	<u>\$ 213,559</u>

Notes: In 2015, the City implemented GASB Statement Number 68. In 2017, the City implemented GASB Statement Number 75.

Source: City of Ormond Beach Finance Department

SCHEDULE 2
CITY OF ORMOND BEACH, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Expenses										
Governmental activities:										
General government	\$ 5,162	\$ 5,579	\$ 5,255	\$ 13,754	\$ 5,971	\$ 5,509	\$ 5,117	\$ 5,442	\$ 5,261	\$ 4,966
Public safety	17,035	17,277	16,931	15,431	15,412	15,312	14,934	15,171	14,063	14,162
Public works	8,587	8,276	8,757	4,009	7,666	7,685	6,960	6,795	6,450	6,243
Human services	117	170	612	200	90	256	274	347	280	296
Culture and recreation	8,101	7,970	8,059	6,281	7,820	7,143	6,813	6,758	6,252	6,162
Economic development	386	309	337	288	345	311	533	234	226	252
Interest/Fiscal charges on long-term debt	163	190	217	231	256	289	274	307	335	338
Total governmental activities expenses	<u>39,551</u>	<u>39,771</u>	<u>40,168</u>	<u>40,194</u>	<u>37,560</u>	<u>36,505</u>	<u>34,905</u>	<u>35,054</u>	<u>32,867</u>	<u>32,419</u>
Business-type activities:										
Water and sewer	19,234	19,558	18,768	18,837	17,814	18,156	17,888	16,702	15,954	15,959
Solid waste	8,230	7,676	9,281	13,870	6,880	6,803	5,393	5,247	5,494	5,526
Total business-type activities expenses	<u>27,464</u>	<u>27,234</u>	<u>28,049</u>	<u>32,707</u>	<u>24,694</u>	<u>24,959</u>	<u>23,281</u>	<u>21,949</u>	<u>21,448</u>	<u>21,485</u>
Total primary government expenses	<u>\$ 67,015</u>	<u>\$ 67,005</u>	<u>\$ 68,217</u>	<u>\$ 72,901</u>	<u>\$ 62,254</u>	<u>\$ 61,464</u>	<u>\$ 58,186</u>	<u>\$ 57,003</u>	<u>\$ 54,315</u>	<u>\$ 53,904</u>
Program Revenues										
Governmental activities:										
Charges for services:										
General government	\$ 134	\$ 134	\$ 134	\$ 134	\$ 134	\$ 110	\$ 138	\$ 93	\$ 74	\$ 109
Public safety	125	154	167	152	172	215	294	258	324	269
Public works	4,612	4,387	4,847	4,778	4,610	4,173	3,962	3,784	3,653	3,744
Culture and recreation	432	732	814	838	668	600	561	569	650	658
Operating grants and contributions	2,975	1,913	2,272	2,083	1,639	1,233	1,175	1,171	1,184	1,200
Capital grants and contributions	1,840	5,074	1,279	1,312	5,155	2,980	1,852	5,103	4,029	2,572
Total governmental activities program revenues	<u>10,118</u>	<u>12,394</u>	<u>9,513</u>	<u>9,297</u>	<u>12,378</u>	<u>9,311</u>	<u>7,982</u>	<u>10,978</u>	<u>9,914</u>	<u>8,552</u>
Business-type activities:										
Charges for services:										
Water and sewer	20,016	20,538	19,698	18,903	18,130	17,131	17,053	16,892	17,239	16,536
Solid waste	7,525	7,347	6,973	6,743	6,288	5,887	5,392	5,194	5,144	5,108
Operating grants and contributions	2,064	2,192	3,903	8,243	1,457	1,489	946	915	854	875
Capital grants and contributions	1,414	1,008	884	1,206	1,287	818	541	822	470	713
Total business-type activities program revenues	<u>31,019</u>	<u>31,085</u>	<u>31,458</u>	<u>35,095</u>	<u>27,162</u>	<u>25,325</u>	<u>23,932</u>	<u>23,823</u>	<u>23,707</u>	<u>23,232</u>
Total primary government program revenues	<u>\$ 41,137</u>	<u>\$ 43,479</u>	<u>\$ 40,971</u>	<u>\$ 44,392</u>	<u>\$ 39,540</u>	<u>\$ 34,636</u>	<u>\$ 31,914</u>	<u>\$ 34,801</u>	<u>\$ 33,621</u>	<u>\$ 31,784</u>

SCHEDULE 2
CITY OF ORMOND BEACH, FLORIDA
CHANGES IN NET ASSETS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)
(Continued)

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Net (Expense) Revenue										
Governmental activities	\$ (29,433)	\$ (27,377)	\$ (30,655)	\$ (30,897)	\$ (25,182)	\$ (27,194)	\$ (26,923)	\$ (24,076)	\$ (22,953)	\$ (23,867)
Business-type activities	3,555	3,851	3,409	2,388	2,468	366	651	1,874	2,259	1,747
Total primary government net expense	<u>\$ (25,878)</u>	<u>\$ (23,526)</u>	<u>\$ (27,246)</u>	<u>\$ (28,509)</u>	<u>\$ (22,714)</u>	<u>\$ (26,828)</u>	<u>\$ (26,272)</u>	<u>\$ (22,202)</u>	<u>\$ (20,694)</u>	<u>\$ (22,120)</u>
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes										
Property taxes	\$ 14,948	\$ 14,676	\$ 14,248	\$ 13,198	\$ 12,575	\$ 11,318	\$ 10,698	\$ 10,296	\$ 10,050	\$ 9,707
Sales taxes	2,307	2,366	2,349	2,230	2,138	2,047	1,880	1,767	1,670	1,663
Insurance premium taxes	671	713	674	649	672	673	734	637	649	586
Franchise and utility taxes	8,640	8,833	8,825	8,450	8,474	8,493	8,344	8,005	7,998	8,183
Unrestricted intergovernmental revenue	1,472	1,578	1,559	1,450	1,388	2,140	2,008	1,949	1,814	1,925
Interest revenue	165	372	177	67	46	122	114	41	177	242
Miscellaneous	972	1,105	1,440	743	1,022	658	1,019	1,125	744	891
Transfers	3,357	3,078	3,064	3,034	2,846	2,661	2,601	2,614	2,583	2,446
Total governmental activities	<u>32,532</u>	<u>32,721</u>	<u>32,336</u>	<u>29,821</u>	<u>29,161</u>	<u>28,112</u>	<u>27,398</u>	<u>26,434</u>	<u>25,685</u>	<u>25,643</u>
Business-type activities:										
Interest revenue	151	340	212	71	100	181	114	47	115	240
Miscellaneous	52	40	(61)	9	21	77	11	-	-	9
Transfers	(3,357)	(3,077)	(3,064)	(3,034)	(2,846)	(2,661)	(2,601)	(2,614)	(2,583)	(2,446)
Total business-type activities	<u>(3,154)</u>	<u>(2,697)</u>	<u>(2,913)</u>	<u>(2,954)</u>	<u>(2,725)</u>	<u>(2,403)</u>	<u>(2,476)</u>	<u>(2,567)</u>	<u>(2,468)</u>	<u>(2,197)</u>
Total primary government	<u>\$ 29,378</u>	<u>\$ 30,024</u>	<u>\$ 29,423</u>	<u>\$ 26,867</u>	<u>\$ 26,436</u>	<u>\$ 25,709</u>	<u>\$ 24,922</u>	<u>\$ 23,867</u>	<u>\$ 23,217</u>	<u>\$ 23,446</u>
Change in Net Position										
Governmental activities	\$ 3,099	\$ 5,344	\$ 1,681	\$ (1,076)	\$ 3,979	\$ 918	\$ 475	\$ 2,358	\$ 2,732	\$ 1,776
Business-type activities	401	1,154	496	(566)	(257)	(2,037)	(1,825)	(693)	(209)	(450)
Total primary government	<u>\$ 3,500</u>	<u>\$ 6,498</u>	<u>\$ 2,177</u>	<u>\$ (1,642)</u>	<u>\$ 3,722</u>	<u>\$ (1,119)</u>	<u>\$ (1,350)</u>	<u>\$ 1,665</u>	<u>\$ 2,523</u>	<u>\$ 1,326</u>

Note: The City began to report accrual information when it implemented GASB Statement 34 in fiscal year 2002

Source: City of Ormond Beach Finance Department

SCHEDULE 3
CITY OF ORMOND BEACH, FLORIDA
FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
General Fund										
Nonspendable	\$ 773	\$ 2,043	\$ 2,069	\$ 684	\$ 652	\$ 400	\$ 377	\$ 511	\$ 384	\$ 1,364
Restricted	67	67	67	67	67	67	67	67	67	67
Committed	-	-	-	-	-	-	-	36	12	47
Assigned	4,146	512	944	502	961	1,640	1,087	1,321	1,328	1,296
Unassigned	7,788	8,874	6,976	8,414	7,433	5,278	4,587	4,625	6,492	7,148
Total general fund	<u>\$ 12,774</u>	<u>\$ 11,496</u>	<u>\$ 10,056</u>	<u>\$ 9,667</u>	<u>\$ 9,113</u>	<u>\$ 7,385</u>	<u>\$ 6,118</u>	<u>\$ 6,560</u>	<u>\$ 8,283</u>	<u>\$ 9,922</u>
Other Governmental Funds										
Nonspendable	\$ 1,156	\$ -	\$ -	\$ 381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted	14,415	14,799	13,449	11,370	9,405	7,466	6,086	8,568	11,557	11,763
Committed	378	374	349	328	295	272	235	212	179	168
Assigned	2,116	2,969	3,434	2,790	2,050	2,840	3,908	5,385	5,414	4,696
Unassigned	(488)	(468)	(329)	(472)	(511)	(204)	(135)	(109)	-	(182)
Total other governmental funds	<u>\$ 17,577</u>	<u>\$ 17,674</u>	<u>\$ 16,903</u>	<u>\$ 14,397</u>	<u>\$ 11,239</u>	<u>\$ 10,374</u>	<u>\$ 10,094</u>	<u>\$ 14,056</u>	<u>\$ 17,150</u>	<u>\$ 16,445</u>
All Governmental Funds										
Nonspendable	\$ 1,929	\$ 2,043	\$ 2,069	\$ 1,065	\$ 652	\$ 400	\$ 377	\$ 511	\$ 384	\$ 1,364
Restricted	14,482	14,866	13,516	11,437	9,472	7,533	6,153	8,635	11,624	11,830
Committed	378	374	349	328	295	272	235	248	191	215
Assigned	6,262	3,481	4,378	3,292	3,011	4,480	4,995	6,706	6,742	5,992
Unassigned	7,300	8,406	6,647	7,942	6,922	5,074	4,452	4,516	6,492	6,966
Total all governmental funds	<u>\$ 30,351</u>	<u>\$ 29,170</u>	<u>\$ 26,959</u>	<u>\$ 24,064</u>	<u>\$ 20,352</u>	<u>\$ 17,759</u>	<u>\$ 16,212</u>	<u>\$ 20,616</u>	<u>\$ 25,433</u>	<u>\$ 26,367</u>

Source: City of Ormond Beach Finance Department

SCHEDULE 4
CITY OF ORMOND BEACH, FLORIDA
CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Revenues										
Taxes	\$ 25,424	\$ 25,551	\$ 25,023	\$ 23,582	\$ 22,959	\$ 21,652	\$ 20,891	\$ 20,141	\$ 19,760	\$ 19,666
Licenses and permits	1,318	1,257	1,354	1,353	1,182	1,027	972	858	715	759
Intergovernmental	7,747	9,965	6,469	6,190	9,191	6,864	5,419	8,712	5,011	7,498
Charges for services	3,303	3,782	4,207	4,071	4,021	3,810	3,754	3,633	3,619	3,690
Fines and forfeitures	78	106	117	167	162	142	150	213	162	253
Miscellaneous	3,419	3,516	3,746	3,106	2,917	3,032	3,548	2,985	3,087	3,130
Total revenues	<u>41,289</u>	<u>44,177</u>	<u>40,916</u>	<u>38,469</u>	<u>40,432</u>	<u>36,527</u>	<u>34,734</u>	<u>36,542</u>	<u>32,354</u>	<u>34,996</u>
Expenditures										
General government	5,991	5,922	5,430	5,512	5,142	4,863	4,885	4,939	4,636	4,576
Public safety	16,755	15,695	14,724	14,563	13,933	13,687	14,286	14,081	13,208	13,133
Public works	7,132	6,753	6,757	6,429	4,860	5,369	5,481	5,346	5,207	5,068
Culture and recreation	6,106	6,265	6,284	6,290	6,371	5,766	5,621	5,567	5,263	5,215
Human services	117	170	612	200	65	256	274	347	280	296
Economic development	414	310	329	287	360	300	532	228	222	247
Capital improvements	7,231	8,535	5,578	3,853	8,930	7,207	9,777	12,576	6,040	11,233
Debt service:										
Principal	1,035	1,336	1,302	1,190	990	859	713	688	759	517
Interest and other	161	202	228	234	268	282	282	313	342	321
Total expenditures	<u>44,942</u>	<u>45,188</u>	<u>41,244</u>	<u>38,558</u>	<u>40,919</u>	<u>38,589</u>	<u>41,851</u>	<u>44,085</u>	<u>35,957</u>	<u>40,606</u>
Excess of revenues over (under) expenditures	<u>(3,653)</u>	<u>(1,011)</u>	<u>(328)</u>	<u>(89)</u>	<u>(487)</u>	<u>(2,062)</u>	<u>(7,117)</u>	<u>(7,543)</u>	<u>(3,603)</u>	<u>(5,610)</u>
Other Financing Sources (Uses)										
Transfers in	6,641	6,107	7,487	6,556	5,767	5,069	4,824	5,534	5,873	5,265
Transfers out	(3,185)	(2,885)	(4,264)	(3,137)	(2,808)	(2,296)	(2,111)	(2,808)	(3,204)	(2,733)
Issuance of debt	1,377	-	-	381	122	836	-	-	-	5,000
Total other financing sources (uses)	<u>4,833</u>	<u>3,222</u>	<u>3,223</u>	<u>3,800</u>	<u>3,081</u>	<u>3,609</u>	<u>2,713</u>	<u>2,726</u>	<u>2,669</u>	<u>7,532</u>
Net change in fund balance	<u>\$ 1,180</u>	<u>\$ 2,211</u>	<u>\$ 2,895</u>	<u>\$ 3,711</u>	<u>\$ 2,594</u>	<u>\$ 1,547</u>	<u>\$ (4,404)</u>	<u>\$ (4,817)</u>	<u>\$ (934)</u>	<u>\$ 1,922</u>
Debt service as a percentage of noncapital expenditures	3.17%	4.20%	4.29%	4.10%	3.93%	3.64%	3.10%	3.18%	3.68%	2.85%

Source: City of Ormond Beach Finance Department

SCHEDULE 5
CITY OF ORMOND BEACH, FLORIDA
GENERAL FUND BALANCE COMPARED TO ANNUAL EXPENDITURES
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Fiscal Year Ending September 30	Unassigned Fund Balance	General Fund Annual Expenditures (1)	Balance as % of Expenditures
2011	5,148	26,233	19.62%
2012	4,801	26,343	18.22%
2013	3,965	26,324	15.06%
2014	4,169	27,009	15.44%
2015	5,169	29,183	17.71%
2016	6,952	29,784	23.34%
2017	6,433	34,362	18.72%
2018	6,976	31,519	22.13%
2019	8,874	31,962	27.76%
2020	10,147	33,376	30.40%

Source: City of Ormond Beach Finance Department

SCHEDULE 6
CITY OF ORMOND BEACH, FLORIDA
GENERAL GOVERNMENTAL EXPENDITURES AND OTHER USES BY FUNCTION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Fiscal Year	General Fund																
Ended	Total	General	Government	Public Safety		Human Services		Capital Improvements		Economic Environment		Transportation		Culture and Recreation		Transfers Out	
2011	28,045	4,515	16%	12,509	45%	175	-%	-	-%	223	1%	3,955	13%	5,117	18%	1,551	6%
2012	28,433	4,600	16%	12,505	44%	10	-%	-	-%	220	1%	3,935	13%	5,013	18%	2,150	8%
2013	29,279	4,933	17%	13,304	45%	71	-%	-	-%	226	1%	4,007	14%	5,146	18%	1,592	5%
2014	29,436	4,824	16%	13,516	46%	10	-%	-	-%	526	2%	4,127	14%	5,277	18%	1,156	4%
2015	28,393	4,800	17%	12,959	46%	10	-%	-	-%	300	1%	3,929	14%	5,447	19%	948	3%
2016	29,717	5,080	17%	13,226	45%	7	-%	-	-%	360	1%	3,755	13%	5,817	20%	1,472	5%
2017	32,256	5,411	17%	13,913	43%	33	-%	-	-%	287	1%	5,057	16%	5,544	17%	2,011	6%
2018	33,932	5,319	16%	14,039	41%	508	-%	-	-%	329	1%	5,022	15%	5,875	17%	2,840	8%
2019	33,387	5,797	17%	14,914	45%	11	-%	-	-%	311	1%	5,054	15%	5,863	18%	1,437	4%
2020	34,548	5,931	17%	16,021	46%	94	-%	48	-%	414	1%	5,109	15%	5,758	17%	1,173	3%
Combined Special Revenue Funds																	
2011	5,525	95	2%	677	12%	121	2%	-	-%	24	1%	3,721	67%	432	8%	455	8%
2012	3,706	36	1%	662	18%	270	7%	-	-%	2	1%	2,348	63%	55	1%	333	9%
2013	8,621	6	-%	690	8%	276	3%	-	-%	2	1%	7,349	85%	6	0%	292	3%
2014	8,434	61	1%	749	9%	264	3%	-	-%	-	-%	7,066	84%	14	0%	280	3%
2015	5,734	63	1%	702	12%	246	4%	-	-%	-	-%	4,397	77%	11	0%	315	6%
2016	8,018	61	1%	693	9%	58	1%	-	-%	-	-%	6,625	83%	210	3%	371	6%
2017	4,565	73	2%	649	14%	167	4%	-	-%	-	-%	3117	68%	215	5%	344	9%
2018	4,469	111	2%	685	15%	104	2%	-	-%	-	-%	1736	39%	409	9%	1424	33%
2019	7,044	55	1%	762	11%	58	1%	-	-%	-	-%	5415	77%	14	0%	740	12%
2020	4,989	0	0%	690	14%	23	0%	2,295	-%	-	-%	1731	35%	11	0%	239	6%

Capital outlay included under Transportation.

Source: City of Ormond Beach Finance Department

SCHEDULE 7
CITY OF ORMOND BEACH, FLORIDA
TAX REVENUES BY SOURCE, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Fiscal Year	Property	Local Option Gas (6 cents)	Local Option Gas (5 cents)	Franchise CST and Utilities	Fire Insurance Premium	Casualty Insurance Premium	Total
2011	9,706	638	475	8,261	301	285	19,666
2012	10,050	644	482	7,935	351	298	19,760
2013	10,295	637	480	8,092	349	288	20,141
2014	10,691	642	480	8,344	383	351	20,891
2015	11,320	670	496	8,493	358	315	21,652
2016	12,575	711	528	8,473	338	334	22,959
2017	13,201	783	499	8,450	306	343	23,582
2018	14,248	750	550	8,825	295	380	25,048
2019	14,676	762	558	8,833	306	407	25,542
2020	14,936	675	496	8,630	259	411	25,407
Change 2011 – 2020	53.9%	5.8%	4.4%	4.5%	-14.0%	44.2%	29.2%

SCHEDULE 8
CITY OF ORMOND BEACH, FLORIDA
GROSS TAXABLE VALUE AND COMPOSITION BY MAJOR PROPERTY CLASSIFICATION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

Fiscal Year	Residential	%	Commercial	%	Industrial	%	All Other Categories	%	Total Final Gross Taxable Value	% Change From Prior Year	Total Direct Tax Rate
2011	1,912,044,510	72.7%	422,574,768	16.1%	90,974,862	3.5%	203,793,576	7.8%	2,629,387,716	N/A	3.810
2012	1,799,282,367	72.7%	386,673,959	15.6%	85,946,801	3.5%	204,612,831	8.2%	2,476,515,958	-5.8%	4.201
2013	1,795,950,889	73.1%	373,554,926	15.2%	83,403,609	3.4%	204,238,118	8.3%	2,457,147,542	-0.8%	4.326
2014	1,834,154,306	73.4%	379,047,195	15.2%	83,539,611	3.3%	202,531,617	8.1%	2,499,272,729	1.7%	4.424
2015	1,928,687,714	72.7%	428,018,226	16.1%	90,431,243	3.4%	205,921,497	7.8%	2,653,058,680	6.2%	4.406
2016	1,996,385,162	70.1%	449,258,227	15.8%	99,341,657	3.5%	303,665,736	10.7%	2,848,650,782	7.4%	4.557
2017	2,092,102,715	69.5%	484,818,216	16.1%	104,545,988	3.5%	328,704,669	10.9%	3,010,171,588	5.7%	4.536
2018	2,258,133,907	69.6%	526,072,540	16.2%	114,781,024	3.5%	345,422,008	10.6%	3,244,409,479	7.8%	4.536
2019	2,415,581,271	69.8%	567,382,211	16.4%	121,026,020	3.5%	355,133,647	10.3%	3,459,123,149	6.6%	4.389
2020	2,562,846,583	69.9%	608,983,268	16.6%	124,459,132	3.4%	369,434,606	10.1%	3,665,723,589	6.0%	4.220

Notes: The City assesses property annually. Property is assessed at actual market value.

Source: Volusia County Property Appraiser

SCHEDULE 9
CITY OF ORMOND BEACH, FLORIDA
DIRECT AND OVERLAPPING PROPERTY TAX RATES AND TAX LEVIES
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

Fiscal Year Ended	Ormond Beach			School District	Volusia County	Mosquito Control	Inlet and Port Authority	Halifax Hospital*	St. Johns	Florida Inland	Total -
	Operating Millage	Debt Service Millage	Total City Millage						Water Management District		All Taxing Districts
2011	3.654	0.156	3.810	8.237	6.302	0.208	0.093	2.000	0.416	0.034	21.100
2012	3.893	0.308	4.201	8.063	6.779	0.208	0.093	1.750	0.331	0.035	21.460
2013	4.013	0.313	4.326	7.888	6.881	0.208	0.093	1.250	0.331	0.035	21.012
2014	4.118	0.306	4.424	7.358	7.271	0.208	0.093	1.000	0.328	0.035	20.717
2015	4.118	0.288	4.406	7.336	7.271	0.188	0.093	1.000	0.316	0.035	20.645
2016	4.284	0.273	4.557	7.197	7.271	0.188	0.093	0.955	0.302	0.032	20.595
2017	4.284	0.252	4.536	6.840	7.052	0.188	0.093	0.756	0.289	0.032	19.786
2018	4.284	0.252	4.536	6.792	7.052	0.188	0.093	0.378	0.272	0.032	19.344
2019	4.165	0.224	4.389	6.281	6.646	0.188	0.093	0.355	0.256	0.032	18.241
2020	4.087	0.133	4.220	6.081	6.542	0.188	0.093	0.355	0.241	0.032	17.752
2011	9,607	410	10,017	21,658	16,572	547	244	5,259	1,093	91	55,481
2012	9,642	763	10,405	19,968	16,789	515	230	4,334	820	85	53,146
2013	9,861	769	10,630	19,382	16,907	511	228	3,071	814	85	51,628
2014	10,292	765	11,057	18,390	18,172	520	232	2,499	821	86	51,777
2015	10,940	765	11,705	19,488	19,315	499	247	2,657	841	92	54,844
2016	12,204	777	12,981	20,621	21,236	566	280	2,277	859	96	58,916
2017	12,901	759	13,660	20,597	21,236	566	280	2,277	869	96	59,581
2018	12,901	759	13,660	20,454	21,236	566	280	1,139	820	96	58,250
2019	14,397	774	15,171	21,709	22,972	650	321	1,226	886	111	63,045
2020	14,973	487	15,460	22,278	23,967	689	340	1,301	884	117	65,036

* Tax levy based on homestead exemption and nonexempt values.

Note: Tax levy indicated is for Ormond Beach only. Property tax rates are based upon \$1,000 of assessed taxable value.

SCHEDULE 10
CITY OF ORMOND BEACH, FLORIDA
PRINCIPAL PROPERTY TAXPAYERS
CURRENT FISCAL YEAR AND TEN YEARS AGO

Name	Type of Business	2020			2010		
		Taxable Assessed Value (in Thousands)	Rank	Percentage Taxable Assessed Value	Taxable Assessed Value (in Thousands)	Rank	Percentage Taxable Assessed Value
Florida Power & Light Company	Power Company	\$ 60,515	1	1.55%			
Casa Del Mar Joint Venture	Resort	28,308	2	0.72%			
Bermuda Estates	Apartments	27,228	3	0.70%			
Waypoint Ormond Beach	Resort	25,418	4	0.65%			
Playtex Manufacturing, Inc.	Manufacturing	22,576	5	0.58%			
Royal Floridian Condo Assoc	Resort	22,494	6	0.57%			
Cove II Owners Association	Resort	22,289	7	0.57%			
Royal Floridian South By	Resort	22,162	8	0.57%			
Security First Insurnace	Insurance	20,590	9	0.53%			
Destination Daytona LLC	Retail	18,937	10	0.48%			
Island One, Inc.	Resort				\$ 36,548	1	1.24%
Florida Power & Light	Power Company				30,922	2	1.05%
Casa Del Mar Joint Venture	Resort				26,026	3	0.88%
Royal Floridian by Spinnaker	Resort				24,632	4	0.84%
Florida Production Engineering Inc	Engineering Arm				15,507	5	0.53%
J-7 Land Partners LLP	Real Estate				15,479	6	0.53%
Bermuda Estates	Real Estate				15,473	7	0.53%
Bray & Gillespie LLC	Development Corp.				14,769	8	0.50%
Wal-Mart Stores Inc.	Shopping Center				14,127	9	0.48%
Bell South Telecommunications	Telecommunications				13,273	10	0.45%
		<u>\$ 270,517</u>		<u>6.92%</u>	<u>\$ 206,756</u>		<u>7.03%</u>

Source: Volusia County Property Appraiser

SCHEDULE 11
CITY OF ORMOND BEACH, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Fiscal Year Ended	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years ⁽²⁾	Total Collections to Date	
		Percentage of			Percentage of	
		Amount	Levy ⁽¹⁾		Amount	Levy
2011	10,017	9,667	96.5	16	9,683	96.7
2012	10,405	10,033	96.4	310	10,343	99.4
2013	10,630	9,985	93.9	30	10,015	94.2
2014	11,057	10,661	96.4	36	10,697	96.7
2015	11,705	11,283	96.4	260	11,543	98.6
2016	12,981	12,319	94.9	-	12,319	94.9
2017	13,660	12,994	95.1	207	13,201	96.6
2018	14,717	13,920	94.6	303	14,223	96.6
2019	15,184	14,402	94.8	274	14,676	96.7
2020	15,469	14,979	96.8	258	15,237	98.5

Notes: (1) Taxes are levied on November 1 of each year. Taxes are due by March 31 of the following year. Taxes paid prior to March 31 receive discounts of up to 4%. See note 1 of the financial statements for more details.

(2) Details relating to collections in subsequent years is unavailable. Subsequent collections have been applied to the previous tax levied year.

Source: Volusia County Property Appraiser

SCHEDULE 12
CITY OF ORMOND BEACH, FLORIDA
FRANCHISE AND UTILITIES SERVICE TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Fiscal Year Ended	Total Tax	Electric Utilities	Communications Taxes	Gas Utilities	Electric Franchise	Gas Franchise
2011	8,261	3,184	1,990	117	2,949	21
2012	7,935	3,090	1,956	165	2,679	45
2013	8,092	3,286	1,953	133	2,668	52
2014	8,344	3,543	1,763	146	2,841	51
2015	8,491	3,673	1,708	133	2,921	56
2016	8,474	3,775	1,624	121	2,895	59
2017	8,449	3,788	1,597	136	2,880	48
2018	8,825	4,001	1,669	143	2,960	52
2019	8,834	4,064	1,582	135	3,002	51
2020	8,639	4,040	1,583	138	2,828	50
Change 2011 - 2020	4.58%	26.88%	-20.45%	17.95%	-4.10%	138.10%

Source: City of Ormond Beach Finance Department

SCHEDULE 13
CITY OF ORMOND BEACH, FLORIDA
SCHEDULE OF PROPERTY VALUATIONS AND
PROPERTY TAX MILLAGE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Fiscal Year	Valuation					Property Tax Millage						Total
	Total Assessed	Exempt	Percent Exempt	Taxable	Percent Taxable	Operating	Capital Improvements	Transportation Improvements	General Facilities Renewal and Replacement	Vehicle Replacement	Debt Service	
2011	3,462,982	833,594	24.07	2,629,388	75.93	3.055	0.144	0.331	0.124	-	0.156	3.810
2012	3,290,747	812,645	24.69	2,478,102	75.31	3.295	0.144	0.331	0.124	-	0.308	4.201
2013	3,245,435	788,287	24.29	2,457,148	75.71	3.415	0.144	0.331	0.123	-	0.313	4.326
2014	3,278,675	779,402	23.77	2,499,273	76.23	3.620	0.144	0.231	0.123	-	0.306	4.424
2015	3,443,174	790,115	22.95	2,653,059	77.05	3.587	0.144	0.231	0.156	-	0.288	4.406
2016	3,654,848	806,197	22.06	2,848,651	77.94	3.687	0.144	0.231	0.186	0.037	0.273	4.557
2017	3,844,350	834,179	21.70	3,010,171	78.30	3.721	0.139	0.173	0.173	0.078	0.252	4.536
2018	4,103,065	858,632	20.93	3,244,433	79.07	3.760	0.129	0.161	0.161	0.073	0.252	4.536
2019	4,343,043	884,543	20.37	3,458,500	79.63	3.674	0.121	0.151	0.151	0.068	0.224	4.389
2020	4,560,399	894,676	19.62	3,665,723	80.38	3.566	0.115	0.142	0.142	0.122	0.133	4.220

Source: Volusia County Property Appraiser

SCHEDULE 14
CITY OF ORMOND BEACH, FLORIDA
GENERAL GOVERNMENTAL REVENUES AND OTHER SOURCES BY FUNCTION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Fiscal Year Ended	Inter-											Miscellaneous Revenue		Other Financing Sources		
	Licenses, Permits & Fees						Governmental Revenues		Charges for Services		Fines and Forfeitures		(1)		(2)	
Total	Taxes			(3)												
General Fund																
2011	27,278	16,043	59%	759	3%	3,030	11%	1,087	4%	219	1%	2,598	10%	3,542	12%	
2012	26,794	15,816	59%	715	3%	3,007	11%	998	4%	147	1%	2,538	9%	3,573	13%	
2013	27,556	16,218	59%	858	3%	3,172	11%	998	4%	206	1%	2,520	9%	3,584	13%	
2014	29,110	17,091	59%	972	3%	3,307	11%	1,070	4%	127	0%	2,943	11%	3,600	12%	
2015	29,660	17,707	60%	1,027	3%	3,563	12%	1,094	4%	135	0%	2,447	9%	3,687	12%	
2016	31,446	18,650	59%	1,182	4%	3,703	12%	1,214	4%	139	0%	2,307	8%	4,251	14%	
2017	32,802	16,687	51%	3,939	12%	4,256	13%	1,206	4%	153	0%	2,517	9%	4,044	12%	
2018	34,321	17,892	52%	4,071	12%	4,244	12%	1,333	4%	96	0%	2,596	9%	4,089	12%	
2019	34,828	21,120	61%	1,257	4%	4,240	12%	1,242	4%	90	0%	2,752	9%	4,127	12%	
2020	35,786	21,263	59%	1,318	4%	5,340	15%	763	2%	63	0%	2,701	9%	4,338	12%	
Combined Special Revenue Funds																
2011	6,300	586	9%	-	-%	1,756	28%	2,603	41%	34	1%	285	5%	1,036	16%	
2012	4,932	649	13%	-	-%	974	20%	2,621	53%	15	-%	316	7%	357	7%	
2013	7,796	637	8%	-	-%	3,906	50%	2,635	34%	7	-%	236	3%	375	5%	
2014	6,002	734	12%	-	-%	1,819	30%	2,684	45%	23	1%	241	4%	501	8%	
2015	7,106	673	9%	-	-%	3,044	43%	2,716	38%	7	0%	251	4%	415	6%	
2016	8,574	672	8%	-	-%	4,389	51%	2,807	33%	23	0%	243	3%	440	5%	
2017	5,364	649	12%	-	-%	938	17%	2,864	53%	14	0%	258	5%	641	12%	
2018	5,507	674	12%	-	-%	930	17%	2,873	52%	22	0%	311	6%	697	13%	
2019	6,927	713	10%	-	-%	3,249	47%	2,539	37%	16	0%	344	5%	66	1%	
2020	4,636	670	14%	-	-%	1,090	24%	2,540	55%	15	0%	255	6%	66	1%	

(1) Miscellaneous encompasses miscellaneous revenues, rentals and interest on investments per the incorporation of the Uniform Accounting System for Units of Local Governments in the State of Florida.

(2) Includes proceeds from issuance of long-term debt and transfers in.

(3) Franchise fees as of 2017 are included in this field.

Source: City of Ormond Beach Finance Department

SCHEDULE 15
CITY OF ORMOND BEACH, FLORIDA
SCHEDULE OF IMPACT FEES
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Fiscal Year	West Ormond District Reuse	Primary Water System	Primary Sewer System	Recrea- tional Facility	Adminis- trative Facility	Conser- vation Land	Cultural Facility	Fire Protection Facility	Law Enforce- ment Facility	Local Roads	Road Drainage	Storm- Water Drainage
2011	-	211	186	113	-	-	-	-	-	24	-	8
2012	-	128	99	34	-	-	-	-	-	13	-	11
2013	-	264	213	81	-	-	-	-	-	21	-	12
2014	-	297	240	115	-	-	-	-	-	26	-	21
2015	-	489	303	139	-	-	-	-	-	33	-	25
2016	-	515	435	243	-	-	-	-	-	38	-	23
2017	-	592	532	207	-	-	-	-	-	54	-	24
2018	-	473	438	126	-	-	-	-	-	32	-	33
2019	-	428	406	75	-	-	-	-	-	24	-	12
2020	-	643	604	175	-	-	-	-	-	63	-	23

Note: In 2007, the City refunded \$18 of previously recorded West Ormond District Reuse Impact Fees.

Source: City of Ormond Beach Finance Department

SCHEDULE 16
CITY OF ORMOND BEACH, FLORIDA
INTEREST EARNED—ALL FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Fiscal Year	Governmental Funds				Proprietary Funds		Fiduciary Funds	Total All Funds
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Projects Funds	Enterprise Funds	Internal Service Funds	Pension Trust Fund	
2011	85	44	-	57	240	-	1,959	2,385
2012	101	61	-	72	115	-	2,165	2,514
2013	17	11	-	14	47	-	2,217	2,306
2014	62	21	2	32	114	-	2,346	2,577
2015	67	24	-	44	181	-	2,308	2,624
2016	69	11	-	15	100	-	2,123	2,318
2017	25	28	-	19	79	-	1,999	2,150
2018	56	76	-	45	222	-	2,355	2,754
2019	159	131	-	82	340		2,623	3,335
2020	73	48	-	44	152		2,322	2,639

Source: City of Ormond Beach Finance Department

SCHEDULE 17
CITY OF ORMOND BEACH, FLORIDA
RATIO OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS
September 30, 2020
(In Thousands, Except Per Capita)

Fiscal Year	General Obligation Bonds	Taxable Value of Property	Percentage of Actual Taxable Value of Property	Per Capita	Other Governmental Activities Debt				
					Special Obligation Bonds	Tax Increment Revenue Bonds	Capital Improvement Note	Other Long Term Payables	Capital Leases
2011	7,915	2,629,388	0.30%	208	-	-	1,588		621
2012	7,446	2,478,102	0.30%	196	-	-	1,491		428
2013	6,959	2,457,148	0.28%	178	-	-	1,390		328
2014	6,453	2,499,273	0.26%	165	-	-	1,286		225
2015	5,928	2,653,059	0.22%	148	-	-	1,178		835
2016	5,385	2,848,650	0.19%	133	-	-	1,066	2,297	588
2017	4,828	3,244,409	0.15%	120	-	-	949	1,943	806
2018	4,243	3,247,839	0.13%	99	-	-	828	1,700	452
2019	3,640	3,456,325	0.11%	85	-	-	702	1,237	309
2020	3,285	3,663,498	0.09%	75	-	-	572	883	1490
Business-type Activities									
Year	Revenue Bonds	Fund Loans	Capital Leases		Government	Personal Income	Per Capita		
2011	36,671	7,891	-		54,686	4.39%	1,439		
2012	34,281	12,774	-		56,420	4.39%	1,485		
2013	35,275	13,304	-		57,256	4.28%	1,468		
2014	32,423	12,751	-		53,138	3.86%	1,363		
2015	32,121	12,186	-		52,248	3.61%	1,306		
2016	29,040	11,604	-		49,980	3.24%	1,238		
2017	29,946	11,006	-		49,478	3.21%	1,226		
2018	26,495	10,387	-		44,105	2.86%	1,093		
2019	27,602	9,752	-		43,242	2.88%	995		
2020	24,077	9,099	-		39,406	2.59%	901		

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

See Schedule 24 for personal income and population data.

Source: City of Ormond Beach Finance Department

SCHEDULE 18
CITY OF ORMOND BEACH, FLORIDA
RATIO OF NET GENERAL BONDED DEBT TO
ASSESSED VALUE AND NET BONDED DEBT PER CAPITA
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Fiscal Year	Assessed Value (1)	Gross General Bonded Debt (2)	Less Debt Service Fund	Net General Bonded Debt	General Bonded Debt to Assessed Value	Estimated Population (4)	Net General Debt Per Capita
2011	3,462,982	7,915	108	7,807	0.23%	38	205.45
2012	3,290,747	7,446	28	7,418	0.23%	38	195.21
2013	3,245,435	6,959	68	6,891	0.21%	39	176.69
2014	3,278,675	6,453	91	6,362	0.19%	39	163.13
2015	3,443,174	5,928	115	5,813	0.17%	40	145.33
2016	3,654,848	5,385	189	5,196	0.14%	40	129.90
2017	4,103,066	4,828	200	4,628	0.11%	40	115.70
2018	4,103,065	4,243	228	4,015	0.10%	42	95.60
2019	4,343,043	3,640	246	3,394	0.08%	43	78.93
2020	4,560,399	3,285	241	3,044	0.07%	44	69.18

(1) From Schedule 13

(2) From Schedule 17

(3) Amount available for repayment of General Obligation Bonds

(4) From Schedule 24

Source: City of Ormond Beach Finance Department

SCHEDULE 19
CITY OF ORMOND BEACH, FLORIDA
RATIO OF ANNUAL DEBT SERVICE FOR GENERAL BONDED
DEBT TO TOTAL GENERAL GOVERNMENTAL EXPENDITURES
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Fiscal Year	Principal	Interest (1)	Total Debt Service	Total General Governmental Expenditures (2)	Ratio of Debt Service to General Governmental Expenditures
2011	260	219	479	33,619	1.42
2012	469	262	731	32,139	2.27
2013	487	243	730	37,900	1.93
2014	506	219	725	37,986	1.91
2015	525	202	727	34,127	2.13
2016	543	193	736	37,735	1.95
2017	557	170	727	36,821	1.97
2018	585	159	744	38,401	1.94
2019	603	149	752	40,431	1.86
2020	355	124	479	39,537	1.21

(1) Includes bond issuance and other costs

(2) Schedule 6

Source: City of Ormond Beach Finance Department

SCHEDULE 20
CITY OF ORMOND BEACH, FLORIDA
COMPUTATION OF DIRECT AND OVERLAPPING DEBT
SEPTEMBER 30, 2020
(In Thousands)

	<u>Net Debt Outstanding</u>		<u>Percentage Applicable to the Governmental Unit</u>		<u>City of Ormond Beach — Share of Debt</u>
Direct:					
City of Ormond Beach	\$ 6,230	(1)	100.00%	\$	6,230
Overlapping:					
Volusia County	NA	(2)	10.43%		NA
Total direct and overlapping debt					<u>NA</u>

(1) From Schedule 17

(2) Volusia County

Notes: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Ormond Beach, Florida. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident – and therefore responsible for repaying the debt – of each overlapping government.

For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values.

Source: City of Ormond Beach Finance Department

SCHEDULE 21
CITY OF ORMOND BEACH, FLORIDA
REVENUE BOND COVERAGE
WATER AND SEWER SYSTEM FUND
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Fiscal Year End	Gross Revenues	Operating Expense	Net Revenues	Debt Service Requirements	Debt Service Coverage
2011	17,471	8,884	8,587	3,704 (3)	2.32
2012	17,127	8,380	8,747	3,703 (3)	2.36
2013	16,932	8,576	8,356	3,830 (4)	2.18
2014	17,178	9,235	7,943	3,830 (4)	2.07
2015	17,374	9,190	8,184	4,042 (5)	2.02
2016	18,244	8,817	9,427	4,036 (5)	2.34
2017	19,311	9,510	9,801	4,041 (6)	2.43
2018	19,700	10,140	9,560	3,713 (6)	2.57
2019	20,546	10,703	9,843	4,071 (6)	2.42
2020	20,065	10,031	10,034	4,179 (6)	2.4

- (1) Maximum Debt Service for Series 2000, Series 2004 and Series 2006 combined.
(2) Maximum Debt Service for Series 2000, Series 2004, Series 2006 and Series 2007 combined.
(3) Maximum Debt Service for Series 2004, Series 2006, Series 2007 and Series 2010 combined.
(4) Maximum Debt Service for Series 2004, Series 2010, Series 2013A, Series 2013B and Series 2013C combined.
(5) Maximum Debt Service for Series 2004, Series 2010, Series 2013A, Series 2013B Series 2013 C and Series 2015 combined.
(6) Maximum Debt Service for Series 2004, Series 2010, Series 2013A, Series 2013B Series 2013 C, Series 2015, Series 2017 and Series 2019 combined.

Source: City of Ormond Beach Finance Department

SCHEDULE 22
CITY OF ORMOND BEACH, FLORIDA
LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

The Constitution of the State of Florida, Florida Statute 200.181, and the Charter of the City of Ormond Beach, Florida set no legal debt margin.

SCHEDULE 23
CITY OF ORMOND BEACH, FLORIDA
PLEDGED-REVENUE COVERAGE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Water & Wastewater Revenue Bonds

Fiscal Year	Utility Service Charges	Less: Operating Expenses	Net Available Revenue	Principal	Interest	Coverage
2011	17,239	8,884	8,355	2,334	833	2.64
2012	17,028	8,380	8,648	2,390	1,090	2.49
2013	16,892	8,576	8,316	2,426	1,076	2.37
2014	17,053	9,235	7,818	2,852	835	2.12
2015	17,131	9,287	7,844	2,902	826	2.10
2016	18,244	8,817	9,427	2,610	835	2.74
2017	18,913	9,510	9,403	3,238	798	2.33
2018	17,773	10,140	7,633	3,352	815	1.83
2019	20,538	10,703	9,835	4,071	1,028	1.93
2020	20,016	10,032	9,984	4,179	919	1.96

Notes: Fiscal year 2004 – principal amount of water & wastewater revenue bonds reflects the net change in bonds for the fiscal year due to bond refunding.

Fiscal year 2010 – principal amount of water & wastewater revenue bonds reflects the net change in bonds for the fiscal year due to bond refunding.

Fiscal year 2013 – principal amount of water & wastewater revenue bonds reflects the net change in bonds for the fiscal year due to bond refunding.

Fiscal year 2015 – principal amount of water & wastewater revenue bonds reflects the net change in bonds for the fiscal year due to bond refunding.

Source: City of Ormond Beach Finance Department

SCHEDULE 24
CITY OF ORMOND BEACH, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

Fiscal Year	Population⁽¹⁾	Personal Income (In thousands)	Per Capita Personal Income⁽²⁾	Median Age⁽³⁾	Unemployment Rate⁽⁴⁾
2011	38,137	1,246,050	32,673	45.4	9.30%
2012	38,376	1,284,637	33,475	45.8	7.40%
2013	38,557	1,336,424	34,661	46.1	5.50%
2014	39,455	1,376,980	34,900	46.3	5.00%
2015	40,013	1,447,230	36,169	46.6	5.00%
2016	40,366	1,541,860	38,197	46.6	5.20%
2017	40,722	1,591,660	39,086	47.0	3.70%
2018	42,816	1,427,314	33,336	51.0	3.20%
2019	43,475	1,503,322	34,579	51.5	3.20%
2020	43,759	1,523,645	34,819	50.8	5.90%

Sources: (1) Bureau of Economic and Business Research, University of Florida

(2) United States Department of Commerce, Bureau of Economic Analysis,
Deltona-Daytona Beach-Ormond Beach Metropolitan Statistical Area

(3) Volusia County, Florida

(4) Bureau of Labor Statistics

Source: City of Ormond Beach Finance Department

SCHEDULE 25
CITY OF ORMOND BEACH, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND TEN YEARS AGO
SEPTEMBER 30, 2020

Fiscal Year 2020			Fiscal Year 2010		
	Number of	Percent of		Number of	Percent of
		Total			Total
Employer	Employees	Employment	Employer	Employees	Employment
Volusia County School Board	7,503	2.49	Volusia County School Board	8,273	3.26
Halifax Community Health	4,709	1.56	Halifax Community Health	4,232	1.67
County of Volusia	3,341	1.11	County of Volusia	3,519	1.39
Florida Hospital - All Divisions	3,256	1.08	Florida Hospital - All Divisions	3,717	1.46
Daytona State College	1,568	0.52	State of Florida	2,423	0.95
Embry Riddle Aeronautical University	1,423	0.47	Walmart	2,139	0.84
Florida Health Care Plans	916	0.30	Publix Supermarkets Incorporated	2,415	0.95
Frontier Communications	800	0.27	Daytona State College	1,589	0.63
Department of Transportation	700	0.23	U.S Government	1,434	0.56
Bert Fish Medical Center	700	0.23	Embry Riddle Aeronautical University	1,198	0.47
Total	24,916	8.26	Total	30,939	12.18
Estimated total workforce	301,341		Estimated total workforce	253,875	

Note: No statistics are kept on primary employers within the City of Ormond Beach, Florida

Sources: County of Volusia, Department of Economic Development (Latest Available Data)
Labor Market Statistics, Florida Research and Economic Database

SCHEDULE 26
CITY OF ORMOND BEACH, FLORIDA
AUTHORIZED POSITIONS BY DEPARTMENT/DIVISION/SECTION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
City Administration	4.00	3.00	3.00	2.60	2.60	2.60	2.60	2.60	2.60	3.60
Support Services	3.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	5.50	5.50
City Attorney	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Human Resources	4.00	5.00	4.50	4.50	4.00	4.00	4.00	4.00	4.00	4.00
Finance:										
Budget/Finance	9.65	6.65	6.65	6.65	6.65	6.90	7.15	7.15	5.65	5.65
Utility and Customer Services	12.35	12.35	12.35	12.35	11.85	11.85	11.85	11.85	11.85	11.35
Information Technology	7.00	6.00	6.00	6.00	6.00	5.00	5.00	5.00	5.00	6.00
Planning	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25	6.25	6.05
Building Inspection/Permitting	11.35	11.35	10.35	10.35	9.35	9.35	9.35	9.35	8.35	8.35
Economic Development	0.90	1.00	0.90	0.90	0.90	0.90	0.90	0.90	0.90	1.00
Police Department	89.50	88.50	87.82	87.82	90.32	85.32	86.32	87.32	87.32	87.32
Neighborhood Improvement	6.00	6.00	6.00	6.00	6.00	5.00	5.00	5.00	5.00	5.00
Fire Department	47.00	47.00	47.00	47.00	47.00	50.00	50.00	51.00	51.00	52.00
Public Works Department:										
Public Works Administration								-	-	-
Engineering	12.25	12.25	12.25	11.83	10.83	10.83	10.83	10.83	10.83	10.83
Streets and Roadside Maintenance	19.05	19.05	18.05	16.80	16.80	17.80	17.00	17.00	17.00	16.90
Fleet Operations Management	5.50	4.50	4.50	5.50	5.50	5.50	5.50	5.50	5.50	6.50
Stormwater Drainage	9.90	9.90	9.00	8.70	8.70	8.70	8.70	8.70	8.70	8.70
Water Treatment and Distribution	30.10	29.60	29.60	29.05	28.60	27.60	27.60	27.60	27.60	27.10
Wastewater Collection and Treatment	28.10	27.60	27.60	27.60	27.60	27.10	27.10	27.10	27.10	27.10
Solid Waste Collection and Disposal	0.65	0.65	1.65	1.65	1.65	1.65	1.65	1.65	1.65	1.65
Recycling	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35
Street Sweeping						-	-	-	-	-
Yard Waste Mulching						-	-	-	-	-
Leisure Services:										
Building Maintenance	7.00	7.00	8.00	6.50	6.50	8.00	6.50	6.50	6.50	6.50
Parks and Grounds Maintenance	6.00	6.00	4.23	5.73	5.23	2.23	2.00	2.00	3.00	2.00
The Casements	3.75	3.75	3.75	3.75	4.20	4.20	3.70	3.70	3.70	3.70
Performing Arts Center	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.50	3.75	3.25
Senior Center	0.50	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00	1.00
Community Events/Special Services	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.00
Leisure Services Administration	6.63	6.63	7.26	6.63	6.63	3.50	3.50	3.50	3.50	3.50
Recreation Activities	8.50	8.50	12.90	12.45	12.45	18.08	17.58	17.58	17.58	16.45
Athletic Fields Maintenance	7.50	7.50	7.50	7.50	7.50	11.00	11.00	10.00	10.00	10.00
Environmental Discovery Center	2.00	1.63	1.45	1.08	0.45					
Municipal Airport	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	0.95
	359.88	353.61	354.51	351.14	349.51	349.81	347.53	348.28	349.53	349.30

Note: Number of positions are full time equivalents

Source: City of Ormond Beach Finance Department

SCHEDULE 27
CITY OF ORMOND BEACH, FLORIDA
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Police										
Number of traffic citations issued	7,626	8,906	9,281	6,803	7,551	8,237	7,509	9,814	7,475	7,925
Number of offense reports	5,923	6,713	6,568	8,834	7,326	7,501	7,064	7,025	6,956	6,791
Number of calls for service	75,266	54,949	65,390	83,083	83,098	87,867	93,102	84,485	82,713	64,325
Fire										
Emergency fire responses	3,065	2,790	3,045	5,600	2,120	2,025	2,120	2,090	1,750	1,820
Emergency rescue responses (ALS/BLS)	4,119	4,411	4,796	6,800	5,300	5,424	5,227	4,577	4,872	4,157
Education classroom presentations	5	50	64	86	98	75	47	61	102	154
Education (not included in reporting entity)										
Kindergarten-Grade 5 students	298	2,940	2,892	2,931	2,899	2,899	2,857	2,857	2,836	2,913
Grades 6-8 students	126	1,054	1,006	1,048	1,022	1,022	1,108	1,108	1,100	1,076
Airport										
Fixed based operator	13	13	12	11	10	10	10	10	12	11
Flight School	3	3	2	2	5	2	3	2	3	3
Based aircraft	140	142	175	163	140	180	177	169	171	169
Total 12 hour, operations	112,677	100,877	100,173	116,165	109,000	108,689	118,929	124,769	130,770	133,183
Water treatment plants										
Jefferson Street Plant:										
Design capacity	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD
Current production rate	5.93 MGD	5.93 MGD	5.93 MGD	5.93 MGD	5.93 MGD	5.73 MGD	5.29 MGD	5.27 MGD	5.38 MGD	5.54 MGD
Number of water utility connections	23,638	23,465	22,793	21,905	21,905	21,661	21,444	21,248	21,162	21,138
Solid waste system										
Number of solid waste disposal customers	17,214	17,501	17,284	17,066	16,868	16,672	16,457	16,333	16,262	16,246
Number of active participating recycling program (units)	16,704	16,667	17,017	16,302	16,105	17,321	17,126	16,998	16,905	16,893
Water pollution control plants										
Orchard Street Plant:										
Design capacity	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	6.00 MGD	6.00 MGD
Current treatment rate	4.19 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.94 MGD	4.57 MGD	4.67 MGD	4.63 MGD	4.50 MGD
Number of collection system connections	18,117	17,440	16,882	16,874	16,424	16,227	16,029	15,891	15,823	15,811
Number of effluent reuse connections	3,080	3,073	3,053	2,603	2,345	2,495	2,472	2,459	2,447	2,437

* Information not available.

Sources: City of Ormond Beach Police Department, City of Ormond Beach Fire Department, School Board of Volusia County, City of Ormond Beach Airport Department, City of Ormond Beach Public Works Department, City of Ormond Beach Finance Department.

SCHEDULE 28
CITY OF ORMOND BEACH, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Police										
Police station	1	1	1	1	1	1	1	1	1	1
Holding facility	1	1	1	1	1	1	1	1	1	1
Vehicular patrol units	51	51	51	51	51	51	51	51	51	51
Animal control/service vehicles	5	5	5	5	5	5	6	6	6	6
Motorcycle units	5	5	5	5	4	4	5	5	5	5
Evidence vehicles	1	1	1	1	1	1	1	1	1	1
Administrative vehicles	6	6	6	6	6	6	7	7	7	7
Investigative units	9	10	9	9	9	9	8	8	8	8
Outreach vehicles	3	3	3	3	3	3	3	3	3	3
Volunteer vehicles	2	2	2	2	2	2	2	2	2	2
Neighborhood improvement / code enforcement vehicles	5	5	4	4	4	4	4	4	4	4
SMART trailers	4	2	2	2	2	2	2	2	2	2
Fire stations in City limits	4	4	4	4	4	4	4	4	4	4
Medical facilities (not included in reporting entity)										
Number of hospitals	0	0	0	2	2	2	2	2	2	2
Number of patient beds	0	0	0	324	324	324	324	324	324	324
Public library square footage	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000
Education (not included in reporting entity)										
Volusia County Schools - Kindergarten – Grade 5	5	5	5	5	5	5	5	5	5	5
Grades 6-8	1	1	1	1	1	1	1	1	1	1
Airport										
Runways	2	2	2	2	2	2	2	2	2	2
Taxiways – fully listed	7	7	7	7	7	7	7	7	7	7

SCHEDULE 28
CITY OF ORMOND BEACH, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2018

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Recreation										
Parks (acres)	602	532	532	532	532	532	532	532	532	532
Picnic areas	18	12	12	12	12	12	12	12	11	11
Playgrounds	13	12	12	12	12	12	12	12	11	11
Baseball/softball complexes	1	1	1	1	1	1	1	1	1	1
Baseball fields	9	12	12	12	12	12	12	12	14	14
Softball fields	13	9	9	9	9	9	9	9	8	8
Soccer fields	12	13	13	13	13	13	13	13	8	8
Handball/racquetball courts	6	8	8	8	8	8	8	8	8	8
Shuffleboard courts	12	12	12	12	12	12	12	12	12	12
Community centers	4	3	3	3	3	3	3	3	3	3
Gymnastics building	1	1	1	1	1	1	1	1	1	1
Tennis center	2	2	2	2	2	2	2	2	2	2
Tennis courts – clay/lighted	8	8	8	8	8	8	8	8	8	8
Tennis courts – hard surface / without lights	9	11	11	11	11	11	11	11	11	11
Tennis courts – hard surface / lighted	2	2	2	2	2	2	2	2	2	2
Basketball courts – outside / lighted	5	5	5	5	5	5	5	5	2	2
Senior Citizens Center	1	1	1	1	1	1	1	1	1	1
Civic Center/Performing Arts	1	1	1	1	1	1	1	1	1	1
Skate court	1	1	1	1	1	1	1	1	1	1
Boat ramps/public	6	6	6	6	6	6	6	6	6	6
Fishing piers/public	11	7	7	7	7	7	7	7	7	7
18-hole golf course/public (not included in the reporting entity)	1	1	1	1	1	1	1	1	1	1
Public works										
Area: square miles	38	38	36	36	36	36	36	36	36	36
Miles paved streets	181	177	177	177	176	176	176	176	176	176
Miles unpaved streets	0	0	0	0	-	-	-	-	-	-
Miles sidewalks (est'd)	161	156	153	153	88	88	88	88	84	84
Miles storm sewers (est'd)	99	100	98	98	98	98	98	98	97	96
Miles sanitary sewer	273	273	270	266	266	266	266	266	266	266
Fire hydrants	2607	2594	2191	2497	1,797	1,797	1,797	1,797	1,942	1,925

Sources: City of Ormond Beach Police Department, City of Ormond Beach Fire Department, Florida Hospital, School Board of Volusia County, City of Ormond Beach Airport Department, City of Ormond Beach Leisure Services Department, City of Ormond Beach Public Works Department, City of Ormond Beach Engineering Department, City of Ormond Beach Finance Department

SCHEDULE 29
CITY OF ORMOND BEACH, FLORIDA
CHANGES IN NET POSITION, ENTERPRISE FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Operating revenues										
Charges for services:										
Water sales	\$ 10,505	\$ 11,448	\$ 10,457	\$ 10,020	\$ 9,589	\$ 8,984	\$ 8,969	\$ 8,916	\$ 9,158	\$ 9,349
Service charges	242	436	501	532	488	484	449	458	408	413
Sewer charges	9,269	8,654	8,740	8,351	8,053	7,663	7,635	7,518	7,462	7,477
Refuse charges	7,525	7,347	6,973	6,743	6,288	5,887	5,392	5,194	5,177	5,144
Franchise fees	1,544	1,535	1,474	1,469	1,457	1,484	937	913	916	840
Miscellaneous	49	8	2	9	-	5	9	2	6	14
Total operating revenues	29,134	29,428	28,147	27,124	25,875	24,507	23,391	23,001	23,127	23,237
Operating expenses										
Billing and customer service	1,507	1,618	1,450	1,585	1,375	1,185	1,212	1,209	986	1,230
Water system	4,060	4,242	3,972	3,745	3,902	3,927	3,978	3,593	3,530	3,658
Sewer system	4,464	4,843	4,718	4,179	3,904	4,175	4,045	3,774	3,864	3,996
Solid waste system	8,206	7,656	9,254	13,863	6,835	6,780	5,371	5,229	5,417	5,510
Depreciation	8,197	7,789	7,535	8,151	7,490	7,671	7,460	6,756	6,166	6,009
Total operating expenses	26,434	26,148	26,929	31,523	23,506	23,738	22,066	20,561	19,963	20,403
Operating income	2,700	3,280	1,218	(4,399)	2,369	769	1,325	2,440	3,164	2,834
Nonoperating income (expenses)										
Interest revenue	152	340	211	71	100	181	114	47	115	240
Operating Grants	520	658	2,430	6,774						
Debt issuance costs	-	(41)	-	(43)						
Interest/amortization expense	(1,030)	(1,045)	(1,120)	(1,140)	(1,187)	(1,221)	(1,215)	(1,384)	(1,424)	(1,082)
Gain on disposal of capital assets	2	32	(62)	58	21	77	11	(4)	(61)	9
Total nonoperating revenues (expenses)	(356)	(56)	1,459	5,720	(1,066)	(963)	(1,090)	(1,341)	(1,370)	(833)
Income before contributions, grants and transfers	2,344	3,224	2,677	1,321	1,303	(194)	235	1,099	1,794	2,001
Capital contributions and grants	1,414	1,007	884	1,206	1,287	818	541	822	1,242	470
Transfers in	463	455	346	551	462	306	293	278	6,707	296
Transfers out	(3,820)	(3,533)	(3,410)	(3,586)	(3,308)	(2,967)	(2,894)	(2,892)	(9,290)	(2,742)
Change in net position	\$ 401	\$ 1,153	\$ 497	\$ (508)	\$ (256)	\$ (2,037)	\$ (1,825)	\$ (693)	\$ 453	\$ 25

Source: City of Ormond Beach Finance Department

SCHEDULE 30
CITY OF ORMOND BEACH, FLORIDA
OPERATING REVENUES BY SOURCE, ENTERPRISE FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

Fiscal Year	Water	Sales	Service Charges	Sewer Charges	Refuse Charges	Franchise Fees	Operating Grants	Miscellaneous	Total Operating Revenues
2011		9,349	413	7,477	5,144	840	-	14	23,237
2012		9,158	408	7,462	5,177	916	-	6	23,127
2013		8,916	458	7,518	5,194	913	-	2	23,001
2014		8,969	449	7,635	5,392	937	-	9	23,391
2015		8,984	484	7,663	5,887	1,484	-	5	24,507
2016		9,589	488	8,053	6,288	1,457	-	-	25,875
2017		10,021	532	8,351	6,743	1,469	6,775	9	33,900
2018		10,457	501	8,740	6,973	1,474	2,430	2	30,577
2019		11,448	436	8,654	7,347	1,535	658	8	30,086
2020		10,505	242	9,269	7,525	1,544	520	49	29,654

Source: City of Ormond Beach Finance Department

**SCHEDULE 31
CITY OF ORMOND BEACH, FLORIDA
OPERATING EXPENSES, ENTERPRISE FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020**

Fiscal Year	Personal Services					Landfill Closure Costs	Subtotal, Expenses before Depreciation	Depreciation	Total Operating Expenses
	Utility Billing & Customer Service	Water	Sewer	Solid Waste	Contractual, Supplies, Utilities				
2011	603	1,769	1,534	170	10,008	310	14,394	6,009	20,403
2012	599	1,709	1,676	142	9,654	17	13,797	6,166	19,963
2013	687	1,852	1,817	155	9,427	(133)	13,805	6,756	20,561
2014	693	1,897	1,814	156	10,106	(60)	14,606	7,460	22,066
2015	670	1,885	1,904	147	11,524	(63)	16,067	7,671	23,738
2016	727	2,078	1,984	189	10,932	(71)	15,839	7,490	23,329
2017	788	2,134	2,101	204	19,217	(68)	24,376	7,638	32,014
2018	730	2,030	1,906	125	14,412	(65)	19,138	7,535	26,673
2019	734	1,989	1,836	117	13,915	(64)	18,527	7,789	26,316
2020	868	2,236	2,128	134	20,756	(72)	26,050	8,197	34,247

Source: City of Ormond Beach Finance Department

SCHEDULE 32
CITY OF ORMOND BEACH, FLORIDA
WATER TREATED AND CONSUMED AND WASTEWATER TREATED
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

Fiscal Year	Gallons of Raw Water Pumped	Gallons of Water Treated	Gallons of Water Consumed	%	Gallons of Water Unbilled	Average Percent Unbilled	Gallons of Wastewater Treated	Total Direct Rate				
								Water			Sewer	
								Base (a)	Use (b)	Excess (c)	Base (a)	Use (d)
2010	2,037,671	1,870,814	1,740,058	-0.03%	130,756	6.99%	1,473,990	11.50	3.02	3.59	15.02	4.21
2011	2,576,900	2,022,100	1,806,692	3.83%	215,408	10.65%	1,416,200	11.79	3.10	3.68	15.40	4.32
2012	2,528,391	1,965,391	1,759,285	-2.62%	206,106	10.49%	1,441,750	11.79	3.10	3.68	15.40	4.32
2013	2,291,683	1,922,660	1,700,352	-3.35%	222,308	11.56%	1,453,460	11.79	3.10	3.68	15.40	4.32
2014	2,069,029	1,930,073	1,659,864	-2.38%	270,209	14.00%	1,535,350	12.08	3.18	3.77	15.79	4.43
2015	2,145,501	2,092,165	1,662,554	0.16%	429,611	20.53%	1,671,250	12.08	3.18	3.77	15.79	4.43
2016	2,200,000	2,200,000	1,724,216	3.71%	475,784	21.63%	1,165,043	14.08	3.18	3.77	17.79	4.43
2017	2,295,000	2,016,000	1,876,854	8.85%	139,146	6.90%	1,683,000	14.08	3.18	3.77	17.79	4.43
2018	2,300,000	2,016,000	1,700,750	-9.38%	315,250	15.64%	1,685,000	15.08	3.18	3.77	18.79	4.43
2019	2,515,000	2,196,000	1,755,805	3.24%	440,195	20.05%	1,680,000	15.58	3.18	3.77	19.29	4.43
2020	2,499,300	2,116,800	1,802,390	2.65%	314,410	14.85%	1,632,300	15.58	3.18	3.77	19.29	4.43

Notes: See Schedule 33 for detail of water and sewer residential service rates, inside City.

In fiscal year 2006, the City experienced several breaks in major distribution lines which resulted in increase in average percent unbilled.

(a) Use up to 2,000 gallons

(b) Use range 3,000 through 6,000 gallons, charge per 1,000 gallons

(c) Use over 6,000 gallons, charge per 1,000 gallons

(d) Use over 2,000 gallons, charge per 1,000 gallons

Source: City of Ormond Beach Finance Department

SCHEDULE 33
CITY OF ORMOND BEACH, FLORIDA
WATER & SEWER RESIDENTIAL SERVICE RATES, INSIDE CITY
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

Fiscal Year	Water Service Rates			Sewer Service Rates	
	Minimum Use Charge (0 – 2,000 Total Gallons)	Additional Use Charge For Each 1,000 Gallons (3,000 – 6,000 Total Gallons)	Additional Use Charge For Each 1,000 Gallons (Over 6,000 Total Gallons)	Minimum Use Charge (0 – 2,000 Total Gallons)	Additional Use Charge For Each 1,000 Gallons (Over 3,000 Total Gallons)
2011 ⁽⁶⁾	11.79	3.10	3.68	15.40	4.32
2012	11.79	3.10	3.68	15.40	4.32
2013	11.79	3.10	3.68	15.40	4.32
2014 ⁽⁷⁾	12.08	3.18	3.77	15.79	4.43
2015 ⁽⁸⁾	12.08	3.18	3.77	15.79	4.43
2016	14.08	3.18	3.77	17.79	4.43
2017	14.08	3.18	3.77	17.79	4.43
2018 ⁽⁹⁾	15.08	3.18	3.77	18.79	4.43
2019 ⁽¹⁰⁾	15.58	3.18	3.77	19.29	4.43
2020	15.58	3.18	3.77	19.29	4.43

Notes: Changes in water and sewer rates must be approved by the City Commission.

(5) City Commission approved a 4.00% average increase in additional use water and sewer rates, effective 10/1/2009.

(6) City Commission approved a 2.50% average increase in additional use water and sewer rates, effective 10/1/2010.

(7) City Commission approved a 2.50% average increase in additional use water and sewer rates, effective 10/1/2013.

(8) City Commission approved a \$1/month increase on water and sewer rates, effective 10/1/2015 and \$1/month effective

(9) City Commission approved a \$1/month increase on water and sewer rates, effective 10/1/2015 and \$1/month effective 9/30/17

(10) City Commission approved a \$.50/month increase on water and sewer rates 09/19/2017

Source: City of Ormond Beach Finance Department

SCHEDULE 34
CITY OF ORMOND BEACH, FLORIDA
MAJOR WATER AND WASTEWATER CUSTOMERS
CURRENT YEAR AND TEN YEARS AGO
SEPTEMBER 30, 2020
(In Thousands)

Name	Fiscal Year 2020					
	Gallons Consumed	%	Water & Irrigation Sales Revenue Produced	%	Sewer Revenue Produced	%
Tymber Creek Utilities Incorporated	23,992	1.33%	\$ 58	0.53%	\$ -	0.00%
Bear Creek Venture, Ltd.	17,918	0.99%	124	1.13%	154	1.84%
Bermuda Estates LLC	16,339	0.91%	87	0.79%	111	1.33%
Playtex Manufacturing	12,969	0.72%	61	0.56%	73	0.87%
San Marco Association, Ltd.	9,865	0.55%	58	0.53%	73	0.87%
Waypoint Ormond Beach	9,660	0.54%	58	0.53%	73	0.87%
NDC Asset Management Inc	8,955	0.50%	44	0.40%	57	0.68%
Ormond in the Pines Management	8,009	0.44%	44	0.40%	57	0.68%
Shadow Lakes Propr Holdings	7,511	0.42%	43	0.39%	54	0.65%
Kingston Shores	7,059	0.39%	50	0.46%	-	0.00%
Subtotal (10 largest)	122,277	6.79%	627	5.72%	652	7.79%
Balance from other customers	1,680,113	93.22%	10,350	94.29%	7,708	92.20%
Grand totals	1,802,390	100.01%	\$ 10,977	100.01%	\$ 8,360	99.99%

SCHEDULE 36
CITY OF ORMOND BEACH, FLORIDA
MAJOR WATER AND WASTEWATER CUSTOMERS
CURRENT YEAR AND TEN YEARS AGO
SEPTEMBER 30, 2020
(In Thousands)
(Continued)

Name	Fiscal Year 2011					
	Gallons Consumed	%	Water & Irrigation Sales Revenue Produced	%	Sewer Revenue Produced	%
Tymber Creek Utilities Incorporated	30,683	1.70%	\$ 72	0.77%	\$ -	0.00%
Ocean Village Villas Homeowners Association	19,293	1.07%	88	0.94%	-	0.00%
Bear Creek Venture, Ltd.	18,761	1.04%	96	1.02%	126	1.77%
Bermuda Estates LLC	16,391	0.91%	71	0.76%	89	1.25%
San Marco Association, Ltd.	11,335	0.63%	75	0.80%	102	1.44%
Florida Hospital	11,148	0.62%	53	0.56%	15	0.21%
Volusia County School Board	9,734	0.54%	44	0.47%	48	0.68%
Gabriel Living Centers, LLC	9,247	0.51%	43	0.46%	51	0.72%
LEC Properties, Inc.	8,189	0.45%	62	0.66%	83	1.17%
Homac Manufacturing Company	7,710	0.43%	35	0.37%	41	0.58%
Subtotal (10 largest)	142,491	7.90%	639	6.44%	555	7.81%
Balance from other customers	1,664,201	92.11%	8,743	93.19%	6,552	92.19%
Grand totals	1,806,692	100.01%	\$ 9,382	99.63%	\$ 7,107	100.00%

Source: City of Ormond Beach Finance Department

SCHEDULE 35
CITY OF ORMOND BEACH, FLORIDA
MUNICIPAL FIREFIGHTERS' RETIREMENT TRUST
REVENUES BY SOURCE AND EXPENSE BY TYPE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Revenues by Source							
Fiscal Year Ended	Employee Contributions	Employer Contributions	Employer Contributions as Percent of Payroll	State Contributions	Investment Income	Other	Total
2011	251	783	30.23%	301	(97)	-	1,238
2012	250	1,007	39.21%	351	3,027	-	4,635
2013	241	1,254	48.18%	349	2,505	-	4,349
2014	252	1,290	47.57%	383	2,473	-	4,398
2015	216	1,136	40.16%	358	(399)	-	1,311
2016	235	1,241	43.87%	338	2,036	-	3,850
2017	212	1,145	40.47%	306	3,046	-	4,709
2018	203	1,091	38.56%	295	3,111	-	4,700
2019	228	1,303	46.06%	306	921	-	2,758
2020	246	1,520	53.73%	259	2,423	-	4,448

Expense by Type				
Fiscal Year Ended	Refunds	Benefits	Professional / Administrative Services	Total
2011	61	1,382	47	1,490
2012	-	1,408	36	1,444
2013	-	1,410	31	1,441
2014	26	1,848	31	1,905
2015	-	1,518	40	1,558
2016	30	1,951	49	2,030
2017	14	1,673	47	1,734
2018	52	1,848	50	1,950
2019	20	1,885	43	1,948
2020	2	2,029	58	2,089

Source: City of Ormond Beach Finance Department

SCHEDULE 36
CITY OF ORMOND BEACH, FLORIDA
GENERAL EMPLOYEES PENSION
REVENUES BY SOURCE AND EXPENSE BY TYPE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Revenues by Source					
Fiscal Year Ended	Employee Contributions	Employer Contributions	Employer Contributions as Percent of Payroll	Investment Income	Total
2011	323	1,650	21.32%	(174)	1,799
2012	313	1,998	25.68%	5,430	7,741
2013	307	2,473	32.03%	4,484	7,264
2014	298	2,308	30.99%	4,408	7,014
2015	280	1,958	27.86%	(584)	1,654
2016	268	1,842	26.21%	3,480	5,590
2017	258	1,676	23.85%	5,035	6,969
2018	228	1,563	22.24%	5,133	6,924
2019	212	1,433	20.39%	1,501	3,146
2020	201	1,280	18.22%	3,775	5,256

Expense by Type					
Fiscal Year Ended	Refunds	Benefits	Professional / Administrative Services	Other	Total
2011	25	2,419	44	-	2,488
2012	34	2,753	31	-	2,818
2013	67	2,507	40	-	2,614
2014	33	2,322	29	-	2,384
2015	88	2,760	41	-	2,889
2016	32	2,633	41	-	2,706
2017	44	2,633	47	-	2,724
2018	9	2,733	44	-	2,786
2019	11	2,842	41	-	2,894
2020	8	2,813	41	-	2,862

Source: City of Ormond Beach Finance Department

SCHEDULE 37
CITY OF ORMOND BEACH, FLORIDA
MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST
REVENUES BY SOURCE AND EXPENSE BY TYPE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Revenues by Source						
Fiscal Year Ended	Employee Contributions	Employer Contributions	Employer Contributions as Percent of Payroll	State Contributions	Investment Income	Total
2011	240	696	26.50%	285	(141)	1,080
2012	243	948	36.02%	298	3,878	5,367
2013	251	1,267	44.08%	288	3,080	4,886
2014	258	1,312	45.68%	351	3,049	4,970
2015	260	1,166	38.10%	315	(472)	1,269
2016	272	1,184	38.69%	334	2,355	4,145
2017	302	1,406	45.95%	343	3,382	5,433
2018	318	1,527	49.90%	379	3,475	5,699
2019	338	1,575	51.47%	407	978	3,298
2020	406	1,561	51.01%	411	2,849	5,227

Expense by Type				
Year Ended	Refunds	Benefits	Administrative Services	Total
2011	8	1,533	39	1,580
2012	63	1,926	34	2,023
2013	24	1,882	26	1,932
2014	92	1,856	26	1,974
2015	18	2,902	37	2,957
2016	35	2,466	36	2,537
2017	18	2,356	37	2,411
2018	79	2,257	36	2,372
2019	69	2,369	49	2,487
2020	43	2,395	56	2,494

Note: There were no Employer Contributions from 1999 to 2003, as the City was overfunded for the Plan.

Source: City of Ormond Beach Finance Department

**SCHEDULE 38
CITY OF ORMOND BEACH, FLORIDA
OTHER POST EMPLOYMENT BENEFITS (OPEB)
STATISTICAL INFORMATION
CURRENT FISCAL YEAR
SEPTEMBER 30, 2020**

Participant Data

Census date October 2019

Participants

Active Employees	316
Inactive Employees entitled to But Not Yet Receiving Benefits	-
Inactive Employees Currently Receiving Benefits	29
Total	345

Average Service

Active Employees	9.4
------------------	-----

Source: City of Ormond Beach Finance Department

Single Audit

CITY OF ORMOND BEACH, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Federal/State Agency / Pass-Through Entity / Federal Program/State Project	CFDA/CSFA Number	Contract / Grant Number	Expenditures	Passed Through to Subrecipients
FEDERAL AWARDS				
<u>U.S. Department of Housing and Urban Development (HUD)</u>				
Indirect Programs:				
Passed-through County of Volusia, Florida				
Community Development Block Grant FY15-FY16	14.218	Subrecipient Agreement	\$ 4,525	\$ -
Community Development Block Grant FY16-FY17	14.218	Subrecipient Agreement	32,393	-
Community Development Block Grant FY17-FY18	14.218	Subrecipient Agreement	1,753	-
Community Development Block Grant FY18-FY19	14.218	Subrecipient Agreement	90,138	-
Community Development Block Grant FY19-FY20	14.218	Subrecipient Agreement	77,512	-
Total U.S. HUD / Total CDBG - Entitlements Grants Cluster			<u>206,321</u>	<u>-</u>
<u>U.S. Department of Justice</u>				
Direct Programs:				
Bulletproof Vest Partnership	16.607	2019BUBX19099408	8,590	-
COPS Program	16.710	2016UMWX0215	1,892	-
Edward Byrne Memorial Justice Assistance Grant (JAG) Program	16.738	2019-DJ-BX-0294	15,435	-
Indirect Programs:				
Passed-through Florida Office of Attorney General				
Victims of Crime Act (VOCA)	16.575	VOCA-2018-00110	38,603	-
Passed-through County of Volusia, Florida				
COVID-19 - Coronavirus Emergency Supplemental Funding Program	16.034	2020-VD-BX-0419	9,753	-
Total U.S. Department of Justice			<u>74,273</u>	<u>-</u>
<u>U.S. Department of Transportation</u>				
Direct Programs:				
Airport Improvement Program				
Design Rehab Runway 8-26	20.106	3-12-0059-021-2018	31,905	-
Runway Ext 9/27 & Taxiway A	20.106	3-12-0059-022-2019	5,758	-
Total U.S. Department of Transportation			<u>37,663</u>	<u>-</u>
<u>U.S. Department of the Treasury</u>				
Indirect Programs:				
Passed-through County of Volusia, Florida				
COVID-19 - Coronavirus Relief Fund	21.019	3-12-0059-023-2020	1,522,712	-
Total U.S. Department of the Treasury			<u>1,522,712</u>	<u>-</u>
<u>U.S. Department of Homeland Security</u>				
Indirect Programs:				
Passed-through Florida Division of Emergency Management				
Fleming Avenue Stormwater Improvements	97.039	4283-25-R	9,365	-
Fleming Avenue Pump Station	97.039	4283-70-R	210,985	-
Total Hazard Mitigation Grants			<u>220,350</u>	<u>-</u>
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	Matthew	432,384	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	Irma	2,612,732	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	Dorian	23,303	-
Total Disaster Grants-Public Assistance (Presidentially Declared Disasters)			<u>3,068,419</u>	<u>-</u>
Total U.S. Department of Homeland Security			<u>3,288,769</u>	<u>-</u>
Total Federal Awards			<u>\$ 5,129,738</u>	<u>\$ -</u>

The accompanying notes to the schedule of expenditures of federal awards are an integral part of this statement.

**CITY OF ORMOND BEACH, FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

(1) Basis of Presentation:

The accompanying schedule of expenditures of federal awards and state financial assistance includes the federal and state grant activity of the City of Ormond Beach, Florida, and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Section 215.97, Florida Statutes, *Florida Single Audit Act*. Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City.

(2) Summary of Significant Accounting Policies:

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Section 215, Florida Statutes, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(3) De Minimis Indirect Cost Rate Election:

The City did not elect to use the 10% de minimis indirect cost rate as covered in §200.414, *Indirect (F&A) costs*, of the Uniform Guidance.

(4) Deferred FEMA Expenditures:

During the fiscal years ended September 30, 2018, and 2017, the City incurred substantial costs related to Hurricanes Matthew and Irma. Additionally, the City incurred costs related to Hurricanes Michael and Dorian during the fiscal year ended September 30, 2019. Per the OMB Compliance Supplement, any reimbursements from the Federal Emergency Management Agency (FEMA) under CFDA 97.036 are not to be recognized as expenditures for purposes of the Schedule of Expenditures of Federal Awards until the respective Project Worksheets (PW) have been approved. At September 30, 2020, only some of the City's PWs from these storms had been approved by FEMA. As a result, there are \$897,481 of expenditures and related revenues which have been recorded for financial statement purposes and not on the Schedule of Expenditures of Federal Awards and State Financial Assistant; these expenditures will be recognized on the Schedule of Expenditures of Federal Awards and State Financial Assistance in future years once approved by FEMA.

(5) Contingency:

Project expenditures are subject to audit and adjustment. If any expenditures were to be disallowed by the grantor agency as a result of such an audit, any claim for reimbursement to the grantor agency would become a liability of the City. In the opinion of management, all Project expenditures included on the accompanying schedule are in compliance with the terms of the project agreements and applicable federal and state laws and regulations.

**CITY OF ORMOND BEACH, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

A. Summary of Auditors' Results:

Financial Statements:

Type of audit report issued on the financial statements: *Unmodified*

Internal control over financial reporting:

Material weakness(es) identified? _____ yes X no

Significant deficiency(ies) identified? _____ yes X none reported

Noncompliance material to financial statements noted? _____ yes X no

Federal Awards:

Internal control over major Federal programs:

Material weakness(es) identified? _____ yes X no

Significant deficiency(ies) identified? _____ yes X none reported

Type of auditor's report issued on compliance for major Federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes X none reported

Auditee qualified as a low-risk auditee? X yes _____ no

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Identification of major Federal programs:

CFDA Number	Program Name
21.019	Coronavirus Relief Fund

- B. Financial Statement Findings:** None.
- C. Federal Program Findings and Questioned Costs:** None.
- D. Summary Schedule of Prior Audit Findings:** Not applicable as there are no current year findings.
- E. Corrective Action Plan:** Not applicable as there are no prior year findings.



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

To the Honorable Mayor, City Commission, and City Manager,
City of Ormond Beach, Florida:

Report on Compliance for Each Major Federal Program

We have audited the City of Ormond Beach, Florida's (the City) compliance with the types of compliance requirements described in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2020. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2020.

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121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
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Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

James Moore & Co., P.L.

Daytona Beach, Florida
February 11, 2021

Other Reports



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor, City Commission, and City Manager,
City of Ormond Beach, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ormond Beach, Florida (the City) as of and for the year ended September 30, 2020, and the related notes to financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated February 11, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as the basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

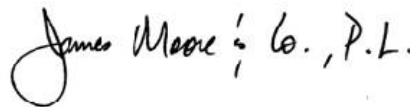
Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that are not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Daytona Beach, Florida
February 11, 2021



**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA
OFFICE OF THE AUDITOR GENERAL**

To the Honorable Mayor, City Commission, and City Manager,
City of Ormond Beach, Florida:

Report on the Financial Statements

We have audited the basic financial statements of City of Ormond Beach, Florida (the City), as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated February 11, 2021.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance; Schedule of Findings and Questioned Costs; and Independent Accountants' Examination Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated February 11, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No recommendations were made in the preceding annual financial report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City of Ormond Beach, Florida was created and reestablished as a municipal government when its present charter was approved by the voters at a general referendum in 1931 and by the Laws of Florida 14622 and the Act of 1929. Also see note 1(b) to the financial statements.

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121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

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Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and State grant agencies, and applicable management and the City Commission, management, and others within the City and is not intended to be and should not be used by anyone other than these specified parties.



Daytona Beach, Florida
February 11, 2021



INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

To the Honorable Mayor, City Commission, and City Manager,
City of Ormond Beach, Florida:

We have examined the City of Ormond Beach, Florida's (the City) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2020. The City of Ormond Beach's management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2020, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks of material noncompliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

In our opinion, the City of Ormond Beach, Florida complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2020.

James Moore & Co., P.L.

Daytona Beach, Florida
February 11, 2021

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CITY OF ORMOND BEACH

Finance Department • 22 South Beach Street • Ormond Beach, FL 32174 • (386) 676-3209 • Fax (386) 676-3374

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared, Kelly A. McGuire, who being duly sworn, deposes and says on oath that:

1. I am the Chief Financial Officer of the City of Ormond Beach which is a local governmental entity of the State of Florida;
2. The City of Ormond Beach adopted Ordinance No. 2019-42 implementing an impact fee; and
3. The City of Ormond Beach has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Kelly A. McGuire

Kelly A. McGuire, Finance Director

STATE OF FLORIDA

COUNTY OF (Name of County)

Volusia

SWORN TO AND SUBSCRIBED before me this 12 day of January, 2021

Paula Sha Moss

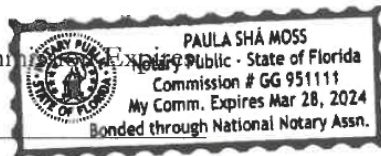
NOTARY PUBLIC

Print Name Paula Sha Moss

Personally known ☒ or produced identification _____

Type of identification produced: _____

My Commission Expires



City of Ormond Beach, Florida

Annual Audit for the year ended September 30, 2020

Presented by
Zach Chalifour, CPA

February 16, 2021



Auditors' Reports

- Audit Report (pages 10-11)
 - Unmodified Opinion
- Single Audit Report (pages 173-174)
 - Federal Single Audit – No findings
- Internal Control and Compliance Report (pages 176-177)
 - No material weaknesses or compliance matters
- Chapter 10.550 Auditor General Report (pages 178-179)
 - No other modifications or comments
- Independent Accountants' Examination Report (page 180)
 - City in compliance with specified Investment Policy statutes

*Separate CRA Audit Issued for first time in FY20 – No Findings



General Fund

(Includes Economic Development)

(Page 28)

• Total Fund Balance	\$ 12,773,687
– Nonspendable	\$ 773,188
– Restricted	\$ 67,211
– Committed	\$ -
– Assigned	\$ 4,145,926
– Unassigned*	\$ 7,787,362

Various earmarked uses of unassigned fund balance as follows:

–Stabilization Reserve	\$1,520,000
–Osceola Elementary (General Fund portion)	\$1,500,000

*Balance net of earmarked amounts is of \$4,767,362 or 15% of general fund budget and is within policy (maintain fund balance of no less than 15% of General Fund net budget).

GFOA Minimum Recommendation = 2 Months (16.7%)

Stabilization Reserve – Unassigned (above):	\$1,520,000
Stabilization Reserve – Assigned (budget):	<u>\$1,165,000</u>
Total Stabilization Reserve:	\$2,685,000



Pension Funds

- Net Investment Income of \$9.0 million (7.42-7.97% return by plan)
- Net pension (unfunded) liability history (pages 89-91):

Year	General	Fire	Police	Total
2020	\$ 6,520,583	\$ 7,756,569	\$ 10,253,667	\$ 24,530,819
2019	\$ 7,303,590	\$ 8,813,509	\$ 10,906,994	\$ 27,024,093
2018	\$ 6,520,134	\$ 8,596,500	\$ 10,394,443	\$ 25,511,077

Funding Ratio

	Fire	General	Police
FY 2020	81.2%	89.1%	79.0%
FY 2019	77.9%	87.6%	76.7%
FY 2018	78.5%	88.8%	77.2%



Questions?



Environmental Discovery Center



MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

February 2, 2021	7:00 p.m.	Commission Chambers
------------------	-----------	---------------------

Present were: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis, and Rob Littleton, City Manager Joyce Shanahan, Assistant City Manager Claire Whitley, City Attorney Randy Hayes, and City Clerk Colby Cilento.

A G E N D A

- 1. CALL TO ORDER
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. PRESENTATIONS AND PROCLAMATIONS
 - A. Ormond Beach Lions Club
 - B. Plaque Presentation from CWC Ministries
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA
- 6. APPROVAL OF MINUTES
 - A. Minutes from City Commission meeting – January 19, 2021

- 7. CONSENT AGENDA

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

- A. **RESOLUTION NO. 2021-41:** A RESOLUTION AUTHORIZING EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR FISCAL YEAR 2020-2021 BETWEEN THE CITY AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Loretta Moisia, Grants Coordinator (386-676-3315)

- B. **RESOLUTION NO. 2021-42:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- C. **RESOLUTION NO. 2021-43:** A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION WITH HOYLE, TANNER AND ASSOCIATES REGARDING DESIGN SERVICES FOR THE TAXIWAY BRAVO REHABILITATION PROJECT FOR THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **Invitation to Bid - Facility Hardening**

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

Disposition: Approve as recommended in the City Manager memorandum dated February 2, 2021.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2021-02:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE CERTAIN PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1,055.80-ACRES KNOWN AS THE PLANTATION OAKS SUBDIVISION, GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1 FROM VOLUSIA COUNTY PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT (RPUD), VOLUSIA COUNTY RR (RURAL RESIDENTIAL), VOLUSIA COUNTY R-3 (URBAN SINGLE FAMILY RESIDENTIAL), VOLUSIA COUNTY R-4 (URBAN SINGLE FAMILY RESIDENTIAL) AND VOLUSIA COUNTY R-5 (URBAN SINGLE FAMILY RESIDENTIAL) TO CITY OF ORMOND BEACH PRD (PLANNED RESIDENTIAL DEVELOPMENT), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- B. **ORDINANCE NO. 2021-03:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A 1,577 RESIDENTIAL UNIT PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS "PLANTATION OAKS" BASED UPON ANNEXATION AND INCORPORATING THE VOLUSIA COUNTY DEVELOPMENT ORDERS PREVIOUSLY APPROVED; AUTHORIZING AN AMENDMENT TO ALLOW PHASE 1 (669 LOTS) OF THE PLANTATION OAKS SUBDIVISION TO DELETE THE AGE RESTRICTION THAT LIMITS RESIDENTS TO 55 YEARS OF AGE AND OVER AND REQUIRING THAT ALL HOMES CONSTRUCTED WITHIN PHASE 1 SHALL ONLY BE SITE BUILT, SINGLE-FAMILY, STANDARD DWELLINGS ON FEE SIMPLE LOTS, WITH NO MANUFACTURED OR MOBILE HOMES ALLOWED, SUBJECT TO VOLUSIA COUNTY SCHOOL CONCURRENCY; GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- C. **ORDINANCE NO. 2021-04:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY UPDATING ARTICLE VII, NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA; DIVISION 2, ITINERANT MERCHANT REGULATIONS FOR RECOGNIZED

SPECIAL EVENTS AND OUTDOOR ENTERTAINMENT ACTIVITY; TEMPORARY CAMPSITES; SECTION 2-84, MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PURPOSE; SECTION 2-85, LEGISLATIVE FINDINGS; SECTION 2-86, DEFINITIONS; SECTION 2-87, HIGH IMPACT USES ON LAND; CLASSIFICATION AND CATEGORY OF USE; RATIONALE; SECTION 2-88, AMORTIZATION SCHEDULE FOR VACANT OR UNIMPROVED LAND CATEGORY; AND SECTION 2-90, TEMPORARY CAMPSITES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- D. **ORDINANCE NO. 2021-05:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF A PORTION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.32± ACRES LOCATED AT 2341 WEST GRANADA BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4127-00-00-0024 FROM VOLUSIA COUNTY "RURAL" (R) TO ORMOND BEACH "GENERAL COMMERCIAL" (GC); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- E. **ORDINANCE NO. 2021-06:** AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

9. STAFF ACTION ITEMS

- A. **Draft Letter to Volusia County regarding land preservation at Plantation Oaks**

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:00 p.m.

Item #2 – Invocation

Pastor Jason Holt, Salty Church, gave the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Ormond Beach Lions Club

Mayor Partington presented members of the Ormond Beach Lions Club with a proclamation in honor of their valuable contributions to the community. He also gifted the members a 100-year centennial silver coin from the United States Mint. He declared February 2, 2021, as a day to celebrate the Ormond Beach Lions Club and thanked them for giving their time and effort to help the community through their various acts of service, including caring for the visually impaired.

Item #4B- CWC Ministries

Ms. Deborah Hamm, Cry Women Cry (CWC) Ministries Director, presented members of the Commission with a plaque thanking the city for their generous donations to local food banks during COVID-19.

Item #5 – Audience Remarks

Mr. Jim Schultz, 117 Harvard Drive, discussed free speech and consent regarding medical procedures.

Mr. Carl Persis, Volusia County School Board (VCSB) member, thanked the Commission for their strong support of the Osceola Elementary School (Osceola) location for the new school site. He discussed the VCSB’s decision to chose the Ortona Elementary School (Ortona) site instead of the Osceola site for the construction of a new school. He discussed the history behind both schools and the decision-making process the VCSB went through when deciding on a site. He noted COVID-19 and sales tax revenue shortfalls may have impacted the board’s decision for the new school site. He stated his preference was to build a K-8 school at the Osceola site. He noted the VCSB would be hosting a workshop on February 9, 2021, to discuss the details of the site selection process and where the project currently stood.

Mayor Partington noted the Commission would continue discussion on the Ortona/Osceola Elementary matter during closing comments.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the January 19, 2021, meeting had been sent to the Commission for review and were posted on the city’s website for public viewing. He asked for any corrections, additions, or omissions. He stated that hearing no corrections, the minutes would stand approved as presented.

Item #7 – Consent Agenda

Mayor Partington 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 Kent stated he wished to pull Item 7A.

Commissioner Selby moved, seconded by Commissioner Persis, for approval of the consent agenda, absent Item 7A.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #7A – Community Development Block Grant (CDBG) FY 20-21 Subrecipient Agreement Approval

City Clerk Colby Cilento read by title only:

RESOLUTION NO. 2021-41
A RESOLUTION AUTHORIZING EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR FISCAL YEAR 2020-2021 BETWEEN THE CITY AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Resolution No. 2021-41, as read by title only.

Commissioner Kent stated he had spoken with City Manager Ms. Joyce Shanahan regarding his concerns about the Community Development Block Grant (CDBG) funds staying within the district. He noted the amount of CDBG funding had fluctuated. He stated he was a strong advocate for spending the funds within the zone of the CDBG area, but noted the Commission occasionally approved of using funds outside of the zone if necessary. He stated the CDBG included a cost of 22,906 dollars for paying the salary and benefits of a new position at Hope Place and noted he was concerned that the cost would become an annual expense. He explained Ms. Shanahan had assured him the payment was a one-time payment.

Ms. Joyce Shanahan, City Manager, noted that 84 percent of CDBG funds had to go to capital improvements, while 15 percent could go to public services. She stated the salary for the new position at Hope Place was eligible this year for the expense, but noted Hope Place could not return the following year to receive funds for the same expense.

Commissioner Kent stated he felt comfortable approving the item since the cost would not become an annual expense. He noted he would be voting in favor of the item.

Commissioner Littleton complimented members of the Neighborhood Improvement Advisory Board (NIAB) for their work on distributing the CDBG funds.

Mayor Partington noted the city may reach a mark in the future where they would have greater control over the federal dollars and where the funds could be spent.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #8 – Public Hearings

Mayor Partington opened the public hearings.

Item #8A – Plantation Oaks, Zoning Map Amendment

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2021-02
AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE CERTAIN PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1,055.80-ACRES KNOWN AS THE PLANTATION OAKS SUBDIVISION, GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1 FROM VOLUSIA COUNTY PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT (RPUD), VOLUSIA COUNTY RR (RURAL RESIDENTIAL), VOLUSIA COUNTY R-3 (URBAN SINGLE FAMILY RESIDENTIAL), VOLUSIA COUNTY R-4 (URBAN SINGLE FAMILY RESIDENTIAL) AND VOLUSIA COUNTY R-5 (URBAN SINGLE FAMILY RESIDENTIAL) TO CITY OF ORMOND BEACH PRD (PLANNED RESIDENTIAL DEVELOPMENT), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Mr. Tim Grigsby, 1206 Overbrook Drive, stated he was in support of allowing stick-built homes on the site. He noted at the Volusia County Council Meeting that took place

earlier that same day, the Volusia County Council had agreed to pursue funding and opportunities to buy the 76 lots along Old Dixie Highway from the Plantation Oaks developer. He discussed the benefits of the county purchasing the property and stated his support for the Commission sending a letter of support to Volusia County for the purchase of the lots for land preservation.

Commissioner Littleton moved, seconded by Commissioner Selby, for approval of Ordinance No. 2021-02, on second reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #8B – Plantation Oaks, Development Order

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2021-03
AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A 1,577 RESIDENTIAL UNIT PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS “PLANTATION OAKS” BASED UPON ANNEXATION AND INCORPORATING THE VOLUSIA COUNTY DEVELOPMENT ORDERS PREVIOUSLY APPROVED; AUTHORIZING AN AMENDMENT TO ALLOW PHASE 1 (669 LOTS) OF THE PLANTATION OAKS SUBDIVISION TO DELETE THE AGE RESTRICTION THAT LIMITS RESIDENTS TO 55 YEARS OF AGE AND OVER AND REQUIRING THAT ALL HOMES CONSTRUCTED WITHIN PHASE 1 SHALL ONLY BE SITE BUILT, SINGLE-FAMILY, STANDARD DWELLINGS ON FEE SIMPLE LOTS, WITH NO MANUFACTURED OR MOBILE HOMES ALLOWED, SUBJECT TO VOLUSIA COUNTY SCHOOL CONCURRENCY; GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Ordinance No. 2021-03, on second reading, as read by title only.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #8C – Land Development Code Amendment: Itinerant Vending Criteria

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2021-04
AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY UPDATING ARTICLE VII, NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA; DIVISION 2, ITINERANT MERCHANT REGULATIONS FOR RECOGNIZED SPECIAL EVENTS AND OUTDOOR ENTERTAINMENT ACTIVITY; TEMPORARY CAMPSITES: SECTION 2-84, MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PURPOSE; SECTION 2-85, LEGISLATIVE FINDINGS; SECTION 2-86, DEFINITIONS; SECTION 2-87, HIGH IMPACT USES ON LAND; CLASSIFICATION AND CATEGORY OF USE; RATIONALE; SECTION 2-88, AMORTIZATION SCHEDULE FOR VACANT OR UNIMPROVED LAND CATEGORY; AND SECTION 2-90, TEMPORARY CAMPSITES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-04, on second reading, as read by title only.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #8D – 2341 West Granada Boulevard (portion), Land Use Amendment

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2021-05
AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF A PORTION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.32± ACRES LOCATED AT 2341 WEST GRANADA BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4127-00-00-0024 FROM VOLUSIA COUNTY “RURAL” (R) TO ORMOND BEACH “GENERAL COMMERCIAL” (GC); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Kent moved, seconded by Commissioner Selby, for approval of Ordinance No. 2021-05, on second reading, as read by title only.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #8E – Capital Improvement Element, annual update

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2021-06
AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Littleton moved, seconded by Commissioner Selby, for approval of Ordinance No. 2021-06, on second reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #9 – Staff Action Items

Item #9A – Draft Letter to Volusia County regarding land preservation at Plantation Oaks

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Littleton stated he approved of the wording in the presented letter. He noted Mr. Grigsby had mentioned the Volusia County Council had made a decision at

their meeting earlier that day in regards to purchasing the 76 lots at Plantation Oaks. He questioned if staff knew exactly what the Volusia County Council had decided upon; whereby, Ms. Shanahan stated she was unsure, but would find out.

Commissioner Selby stated he approved of the body of the letter, but noted the letter was only addressed to the Volusia County Chair Jeff Brower and Volusia County Manager George Recktenwald. He suggested the letter be addressed to all seven members of the Volusia County Council, in addition to the Volusia County Chair and Volusia County Manager.

Commissioner Persis suggested the letter also be addressed to the Volusia County Attorney as well.

Commissioner Kent moved, seconded by Commissioner Selby, for approval of the draft letter to Volusia County regarding land preservation at Plantation Oaks, amended to have the letter addressed to all Volusia County Council Members and the Volusia County Attorney, in addition to the Volusia County Chair and Volusia County Manager.

The motion passed by voice vote.

Item #10 – Reports, Suggestions, Requests

Upcoming Meetings

Ms. Shanahan noted the Commission's next meeting would take place on February 16, 2021, at 7:00 p.m.

Ms. Shanahan stated an Avalon Workshop had been scheduled for February 23, 2021; but explained staff was still working with an engineering consultant regarding details with the project. She requested the workshop be rescheduled and noted staff would come back to the Commission with a new meeting date for the workshop in the upcoming weeks.

Project Updates

Ms. Shanahan provided the Commission with updates on the MacDonald House renovation project.

Ms. Shanahan noted the Engineering Department was planning to perform various maintenance projects through-out the city and discussed each one in detail.

Mr. Shawn Finley, Public Works Director, noted staff was preparing to replace the two-inch watermain on the mainland. He discussed the project in detail and the anticipated timeline.

Commissioner Persis stated her excitement for the drive-thru Starbucks coming to Ormond Beach in Zone Four.

Year-End Audit

Ms. Shanahan noted the city was finishing their annual year-end audit. She stated the auditing firm planned to meet individually with each Commissioner before presenting the audit at the February 16, 2021, City Commission Meeting.

Osceola/Ortona Elementary Schools

Ms. Shanahan noted she planned to attend the VCSB Workshop taking place on February 9, 2021.

Commissioner Selby discussed the Osceola and Ortona school sites. He noted there were 200 students at Ortona, while Osceola had 400 students. He explained the school board planned to relocate the 200 students at Ortona to the Osceola site in portables, while Ortona was under construction. He stated a member of the school board had requested records from the city documenting everything the city had committed to for the Osceola site, noting he felt it was a promising sign that the board was looking into the city's commitment. He stated the City of Daytona Beach had multiple members of their Commission and staff attend the prior VCSB meeting, and suggested the City of Ormond Beach should send other representatives to the next meeting as well.

Ms. Shanahan noted the public may not have the opportunity to speak at the upcoming VCSB workshop, due to the fact that public participation was not always allowed at workshops.

Mayor Partington thanked Ms. Shanahan for attending the VCSB's previous meeting. He inquired what the best strategy was for the city to help save the Osceola site, noting it was the city's only beachside school. He explained when viewing the issue, every factor seemed to weigh in favor of the Osceola site, and yet the committee chose the smaller site at Ortona. He noted the primary goal was to save Osceola. He stated when Ormond Beach voters were encouraged to vote for the half-cent sales tax increase, they were told by the VCSB that it was going to be for improvements to their schools; not taking away their school from them completely. He questioned what the city could best do moving forward.

Mr. Persis explained prior Volusia County Schools Planning Director, Ms. Saralee Morrissey, believed that it would be a beneficial idea to combine both the schools. He discussed the half-cent sales tax funds and the concept behind building a brand-new school that would serve both the Osceola and Ortona populations. He explained the idea was never included in the half-cent sales tax proposal that the voters saw. He noted BRPH, an architectural firm hired by the VCSB, conducted four different studies on the sites and discussed each one in detail. He stated BRPH then came up with a series of questions and awarded points to each school based on those questions. He stated Osceola ended up being awarded 27 points while Ortona received 29 points. He reiterated that BRPH decided the questions and the answers.

Mr. Persis noted the VCSB also had a citizen's oversight committee that met to ensure the half-cent sales tax was being used in the way the public expected it to be used. He noted the committee had also reviewed the survey by BRPH and voted 5-0 to support the recommendation from BRPH. He stated the other factor that may have influenced the board's decision was the initial thought that building the school at the Osceola site would cost about 800,000 dollars more than to build it at the Ortona site. He noted the reason for the price difference was due to the fact that more portables would need to be located at the Ortona site if the Osceola site was chosen for the new school. He stated at the time, the school board was also anticipating costs of relocating the city's water line if they chose the Osceola site; noting it was not clear at the time that the city had offered to pay for those expenses. He explained that ultimately the final decision by the board was affected by COVID-19 and noted the communities of both schools were not very involved in the decision-making process. He stated the impacts from COVID-19, the sales-tax revenue falling, and pressure from the district pushed the school board to decide to build a K-5 school at the Ortona site. He stated he voted against the item, but noted it had been a 4-1 vote in favor.

Commissioner Persis questioned if Mr. Persis planned to discuss the impacts of COVID-19, pressure from the district, and limited public participation at the next VCSB meeting.

Mr. Persis noted he had requested public records from the district and cities. He stated he would be having a meeting with the VCSB facilities department on Wednesday to discuss how the workshop would be presented. He noted the purpose of the workshop was to provide details on the Ortona/Osceola project to the new VCSB Member, Ms. Anita Burnette. He stated the key was to present new information regarding the project, so members who had previously voted one way may be informed with further information. He discussed other factors of why he believed Osceola should be chosen for the site, including traffic patterns and location. He noted there may have been issues with points being given to the Ortona site, when it could have gone to either site. He stated after meeting with VCSB facilities, he would let the Commission know more about the scheduled workshop.

Commissioner Persis thanked Commissioner Kent for bringing the issue to the Commission's attention several weeks prior.

Commissioner Selby noted Osceola was located closer to the middle of the area the new school site would serve. He discussed the site location for both schools in further detail with Mr. Persis. He noted the Ortona site would not be a neighborhood school for children in Ormond-by-the-Sea and north Ormond Beach.

Commissioner Selby inquired if the waterline at the Osceola site needed to be relocated; whereby, Ms. Shanahan noted it was a stormwater conveyance system and was expected to cost between 300,000 and 350,000 dollars to relocate.

Ms. Shanahan noted the general consensus she had received from the Commission was to move the waterline since it would make the Osceola site more buildable.

Commissioner Selby discussed the 800,000-dollar cost differential for the portables that would be needed if Osceola was chosen for the new school site. He noted that cost should not be a factor when choosing the site. He stated the school was planned to be an Audubon-type school similar to the one located in Orlando and would be very beneficial to Ormond Beach. He stated the Commission should do everything in their power to keep the elementary school at that site.

Mayor Partington clarified the school board had originally discussed the new school being a K-8 school which would be similar to an Audubon-type school, but noted the VCSB decided to move forward with a K-5 school.

Commissioner Selby questioned if the K-8 school was still open for discussion; whereby, Mr. Persis stated he was only focusing on the issue at hand, but noted his original preference for the school was a K-8 and discussed reasons why.

Commissioner Kent stated he had a conversation with VCSB Member Burnette and expressed to her the importance of Osceola to Ormond Beach. He discussed the high impact the decision had on residents. He noted Daytona Beach residents had brought up the discussion of equity issues at the prior VCSB meeting, and noted he wanted Mr. Persis to discuss equity for Ormond Beach residents as well. He stated he had confidence in Mr. Persis to represent the city well. He discussed the impacts of the decision being made during COVID-19 and stated the decision to chose the Ortona site did not make sense.

Commissioner Kent read an email sent to the Volusia County School Board from Ormond Beach resident Mr. Travis Sargent into the record:

“Good Evening Chairman and Board Members:

I understand the school board hired BRPH Architects to compare the sites of both Ortona and Osceola Elementary Schools. Ortona scored a 28, and Osceola scored a 27. On what factors was this study based? Studies are only as good as what information is requested. Did the study include any of the following to be taken into consideration?

- 1. The number of families having to change schools.*
- 2. Ability of future growth.*
- 3. Centralized location.*
- 4. Registered sex offenders near the schools.*

These factors are critical in making this decision. Osceola has 406 students, versus Ortona that has 203. Osceola has 13 acres, versus Ortona that has 11. Over five school years Osceola’s population has declined six percent, versus Ortona has declined 11 percent. In a one-mile radius of each location, Osceola has three registered sex offenders, versus thirteen around Ortona. In closing, based on the information above Osceola is clearly the right location for elementary students on beachside. Less students and families would be displaced, there is more room for future growth, and it is a safer location to educate our children. Thank you for your public service, please chose the Osceola location for the students and families of beachside.

-Travis Sargent”

Commissioner Kent thanked Mr. Sargent for his letter and valid points. He noted the sex offender topic needed to be brought to the VCSB’s attention and discussed, along with many other issues. He stated he would be fighting for the residents of his zone and city to save Osceola. He noted Daytona Beach had more beachside schools than Ormond Beach and discussed reasons why he believed the Osceola site should be chosen.

Mayor Partington quoted the following statement from the VCSB’s half-cent sales tax site:

“The half-cent sales tax was approved on August 26, 2014, by Volusia County voters and went into effect January 1, 2017. The extension will run

for the next 15 years focused on capital improvements. Those improvements include security enhancements, technology upgrades, replacement schools, and significant school renovations. Every school and every student will benefit.”

Mayor Partington noted that shutting down Osceola, Ormond Beach’s only beachside community school, would not benefit the school or residents. He stated he believed the half-cent sales tax verbiage lied to residents and discussed the negative impacts from the decision. He stated residents needed to show their discontent with this decision and discussed what could happen at the Osceola site if the school was demolished and the land was sold. He stated he was under the impression that the VCSB had already made up their minds and the decision could not be over-turned. He stated the Commission needed to have a strategy for ensuring their issues were heard.

Commissioner Kent suggested sending out a Code Red alert to Ormond Beach residents stating facts about the Osceola decision and half-cent sales tax facts.

Commissioner Persis suggested making a motion to do whatever was necessary to save the Ormond Beach school.

Ms. Shanahan discussed commitments from the city regarding the Osceola site, including moving the stormwater pipe and paving new sidewalks at the site. She noted the Commission had not yet addressed whether or not they wished to assist in funding the cost for portables. She stated if the Commission wished to help cover the cost of the portables as well, they were looking at around 1.1 million to 1.5 million dollars of commitments to Osceola. She explained that over a 50-year period the amount was affordable. She stated staff could send out a Code Red alert if the Commission wished for them to do so.

Commissioner Kent asked that Public Information Officer Ms. Jenn Elston post on the city’s social media accounts regarding the Ortona/Osceola situation.

Mayor Partington stated he had listened to the discussion from the prior VCSB meeting. He noted Mr. Persis had discussed the option for money to be bonded and explained there would be enough money to renovate both schools by bonding them out of the sales tax revenue. He asked Mr. Persis to readdress that idea when he had updated numbers.

Commissioner Selby questioned if the Commission had committed to paying the cost of the portables; whereby, Ms. Shanahan explained she was requesting direction from the Commission on that decision.

Commissioner Selby noted if the city picked up the cost of portables, it may help to change the other board members’ opinions. He noted various funds the city could use to pay for the portables.

Commissioner Selby questioned if the Leisure Services Department’s playground equipment was under an ongoing agreement with the VCSB; whereby, Ms. Shanahan stated it was, but noted it may change with the construction of a new school.

Commissioner Selby stated the city had a long-standing relationship with the VCSB and he would like to continue that in the future.

Mayor Partington stated the consensus of the Commission appeared to be that they supported providing increased funding to help cover the cost of the portables.

Commissioner Persis noted Ortona had very clustered parking and discussed traffic in the area.

Mayor Partington and Commissioner Kent discussed a news segment that interviewed Ormond Beach resident Mr. Mike Pavelka, who discussed his support for the Osceola site.

Mr. Persis noted it was tough for persons to change their mind after making a controversial decision. He stated when new information was presented to the board members, he hoped they would be open to listening and reconsidering their decision. He stated he was not criticizing any board members, but was hopeful they may reconsider.

Mr. Randy Hayes, City Attorney, stated the Commission could express their commitment to the school board by adopting a resolution affirming their commitment by providing monetary support. He stated the Commission could then positively identify other features in terms of benefits at the Osceola site. He stated under the *Code of Ordinances*, in order to expend the funds, the commitment would need to be adopted by resolution. He suggested calling a Special City Commission Meeting to approve a resolution of support. He reiterated the importance of remaining positive and continuing to work well with the VCSB.

Discussion ensued on a date for the Special City Commission Meeting; whereby, it was decided to schedule the Special City Commission Meeting for Monday, February 8, 2021, at 5:30 p.m.

Ms. Shanahan noted in the meantime, staff would move forward with the Code Red alert.

Commissioner Selby and Commissioner Persis discussed the option of starting a petition on change.org for the Osceola site and including the petition in the Code Red alert.

Employment Anniversary

Ms. Shanahan noted she was celebrating her 12-year employment anniversary for the city and was grateful for the opportunity to serve the Commission.

Mr. Hayes, Commissioner Persis, Commissioner Selby, Commissioner Kent, and Mayor Partington congratulated Ms. Shanahan on her employment anniversary.

Condolences

Ms. Claire Whitley, Assistant City Manager, expressed her condolences for the two FBI agents killed in the line-of-duty and the officer that was laid to rest as a result from a shooting in the Capitol the prior month. She stated her support for law enforcement.

Plastic Water Bottles

Commissioner Persis stated the Commission and staff had agreed to not use plastic water bottles at a prior City Commission meeting when the plastic straw ban ordinance had been approved. She explained she had noticed the use of plastic water bottles at various city events and dinners, and requested staff refrain from using plastic to set a positive example.

Commissioner Kent stated he had a plastic water bottle at the dais because he did not like the taste of the water in the alternative containers. He noted at Commission Workshops, the Commission regularly drank from plastic water bottles and he occasionally used them in his personal life as well.

Events

Commissioner Persis complimented the ground-breaking event at the Ormond Memorial Art Museum and Gardens. She complimented those involved who were working on the project and expressed her excitement for the new improvements. She noted at the corner near the site there were wires hanging down and requested staff improve the appearance at that corner.

Commissioner Littleton complimented the Ormond Memorial Art Museum.

Commissioner Littleton discussed a Historic Landmark Preservation Board meeting he had previously attended. He complimented Mr. Finley on his presentation on the MacDonald House project.

Mayor Partington noted he had the honor of swearing in the new members of the Ormond Beach Historical Society (Historical Society) and complimented members for their hard work. He discussed a year-in-review publication that the Historical Society had made and encouraged members of the public to view the publication on the Historical Society's website.

Police Ride-Along

Commissioner Littleton stated he had gone on a ride-along with Ormond Beach Police Sergeant Tom Larsen. He complimented the Ormond Beach Police Department on their hard work.

Riverbend Golf Course

Commissioner Selby stated he was anxious to see the total amount of funds needed to maintain the Riverbend Golf Course.

Ms. Shanahan noted the city was waiting to receive information as to whether or not the city would be allowed to renegotiate a lease to a new lessee for the same purpose, noting the Airports District Office (ADO) appeared to strongly discourage that from taking place. She discussed estimates of cost for maintenance of the site and hoped to come back to the Commission at the next meeting with further information.

Commissioner Selby stated the project of keeping the golf course may become too heavy of a financial burden and wanted to know what the final dollar amount would be. He discussed economic development opportunities for the site.

Ormond MainStreet

Commissioner Selby discussed an Ormond MainStreet Board Meeting he had attended. He discussed the site at 23 West Granada Boulevard and complimented the new architecture and craftsmanship of the building. He thanked Mr. Bill Jones, property owner, for his commitment to the downtown.

Updates

Commissioner Kent requested Ms. Shanahan provide him with an update on the dog park at the Ormond Beach YMCA, and an update on bringing an emergency room to the beachside.

Item #11 – Adjournment

The meeting was adjourned at 8:40 p.m.

APPROVED: February 16, 2021

BY: _____
Bill Partington, Mayor

ATTEST:

Colby J. Cilento, City Clerk

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

February 8, 2021	5:30 p.m.	Commission Chambers
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Present were: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis, and Rob Littleton, City Manager Joyce Shanahan, Assistant City Manager Claire Whitley, City Attorney Randy Hayes, and City Clerk Colby Cilento.

A G E N D A

- 1. CALL TO ORDER
- 2. RESOLUTIONS

A. **RESOLUTION NO. 2021-44:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA EXPRESSING SUPPORT FOR THE CONSTRUCTION OF A NEW SCHOOL CAMPUS ON THE EXISTING SITE OF OSCEOLA ELEMENTARY SCHOOL; EXPRESSING A COMMITMENT TO PROVIDE FINANCIAL SUPPORT TO VOLUSIA COUNTY SCHOOL BOARD IN THE AMOUNT OF ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$1,950,000) TOWARD THE DESIGN AND CONSTRUCTION OF A NEW CAMPUS FOR OSCEOLA ELEMENTARY SCHOOL; EXPRESSING A DESIRE TO ENTER INTO AN INTERLOCAL AGREEMENT FOR THAT PURPOSE; AND SETTING FORTH AN EFFECTIVE DATE.

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

3. ADJOURNMENT

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 5:30 p.m.

Item #2A – Reconsideration of Osceola/Ortona Elementary Consolidated Site

City Clerk Colby Cilento read by title only:

RESOLUTION NO. 2021-44
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA EXPRESSING SUPPORT FOR THE CONSTRUCTION OF A NEW SCHOOL CAMPUS ON THE EXISTING SITE OF OSCEOLA ELEMENTARY SCHOOL; EXPRESSING A COMMITMENT TO PROVIDE FINANCIAL SUPPORT TO VOLUSIA COUNTY SCHOOL BOARD IN THE AMOUNT OF ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$1,950,000) TOWARD THE DESIGN AND CONSTRUCTION OF A NEW CAMPUS FOR OSCEOLA ELEMENTARY SCHOOL; EXPRESSING A DESIRE TO ENTER INTO AN INTERLOCAL AGREEMENT FOR THAT PURPOSE; AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Kathleen Miksits, 39 Brooks Drive, Ormond-by-the-Sea, discussed her support for keeping the Osceola Elementary (Osceola) school site. She stated she felt the decision combining the Osceola and Ortona Elementary (Ortona) schools was not adequately discussed with the public due to COVID-19. She presented the Commission with a copy of a petition she started in support of saving Osceola that had received over 600 signatures.

Ms. Linda Williams, 133 Bosarvey Drive, stated she was representing her civic group, Common Ground. She discussed the idea of all parties involved in the new school location decision coming together and finding common ground. She discussed upgrades

and changes that could be made to the educational system and stated she was partial to keeping the Osceola Elementary neighborhood school.

Ms. Caj Pinero, 176 Seminole Avenue, read an email she sent to the Volusia County School Board (VCSB) in support of keeping the Osceola site. She provided a copy of the email she sent and responses from various VCSB members to be included into the record.

Mayor Partington noted he had received two online comments from Mr. Joe Perez, 54 Hunt Master Court; and Ms. Bonnie Thompson, 301 Oak Drive, both in favor of saving Osceola. He stated he had also received an email from Mr. Norman Lane, President of Rotomation, also in support of saving the Osceola site.

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Resolution No. 2021-44, as read by title only.

Commissioner Persis noted the committed amount for financial support from the city to the VCSB listed in the resolution was 1,950,000 dollars. She questioned if the Commission needed to adjust the total to 2,000,000 dollars in case there were unforeseen expenses the city may wish to contribute to in the future; whereby, Ms. Shanahan stated the 1,950,000 was an estimate and staff would need to come back to the Commission to receive approval of the final amount if the VCSB decided to proceed with an interlocal agreement with the city.

Ms. Shanahan noted staff intended to use the city's Storm Water Impact Fee Fund for the storm water conveyance system improvements, and the Transportation Fund for the road repaving and sidewalk improvements. She explained the remaining balance would come from the General Fund. She noted these expenses would still leave the city close to their 15 percent General Fund Reserves benchmark goal.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #3 – Adjournment

The meeting was adjourned at 5:43 p.m.

APPROVED: February 16, 2021

BY:

Bill Partington, Mayor

ATTEST:

Colby J. Cilento, City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Chris Mason, Neighborhood Improvement Manager

Date: February 16, 2021

Subject: Resolution to Lien for Site Maintenance at 80 Grove Street

Commission Goal: N/A

Introduction

This is a request for authorization to place a lien, in the amount of \$163.60 plus associated costs, against property owned by Equity Trust Co Custodian for the costs associated with cleaning the property located at 80 Grove St., Ormond Beach, FL (Parcel # : 4215-14-21-0050).

Background

Pursuant to Section, 14-98(b), Liens, *Code of Ordinances*, the City Commission may approve a resolution imposing a lien against any real property that is or was the subject of a violation of the Site Maintenance provisions of the *Code of Ordinances*, in the amount of costs incurred by the city in terminating or abating the violation.

Discussion

Case #21-111139 was initiated on October 6, 2020 for a violation of Code of Ordinances, General duty to maintain premises. Chapter 14, Article VIII, Section 14-95, (1), (3) and (4), Site Maintenance. A Notice of Violation was issued via certified mail, posting and regular mail allowing ten (10) calendar days from receipt of the notice to correct the violation.

The property was not brought into compliance within the time given; therefore, the site was cleaned by the City's lot cleaning contractor on October 30, 2020. The costs associated with cleaning this property are \$129.00 for contractor services, plus case costs of \$6.10, as indicated on the attached Case Cost Sheet and Invoice. A request for payment was issued to the owner of record on November 13, 2020, via certified and regular mail. Certified mail was returned as not deliverable.

Payment for the cost associated with cleaning the site has not been made.

Citizen Impact

Site maintenance codes regulate the accumulation of trash, junk, debris, nonliving plant material, excessive growth of living grass or weeds, and unlawful outdoor storage of personal property. These codes are enforced to ensure all residents have an equal opportunity to live in a safe, healthy and satisfying community.

Budget Impact

Funds related to this lien will be recorded in the City's General Fund.

Recommendation

It is recommended that the City Commission approve this resolution to lien the property in the amount of \$163.60, which includes \$129 for contractor services, \$6.10 for case costs, and \$28.50 in recording costs.

Attachments:

- 21-45 80 Grove Street-Site Maintenance Lien (P21-0006G) (PDF)
- 80 Grove St Case Cost Sheet YS Invoice (PDF)
- Yellowstone Invoice for Cut (PDF)
- Photo Prior to Cut 1 (PDF)
- Photo Prior to Cut 2 (PDF)
- Photo Prior to Cut 3 (PDF)
- Photo Prior to Cut 4 (PDF)
- Photo After Cut 1 (PDF)

REVIEWED BY:


 Kelly McGuire, Finance Director 1/28/2021


 Claire Whitley, Assistant City Manager 2/9/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 2/11/2021

RESOLUTION NO. 2021-45

A RESOLUTION PURSUANT TO CHAPTER 14, ARTICLE VIII, SECTION 14-98, LIENS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES* AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY OWNED BY EQUITY TRUST COMPANY CUSTODIAN LOCATED AT 80 GROVE STREET, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA FOR COSTS INCURRED BY THE CITY TO TERMINATE OR ABATE A SITE MAINTENANCE VIOLATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in 2003 the City Commission approved Ordinance 2003-28 (codified at Chapter 14, Article VIII, City of Ormond Beach *Code of Ordinances*) concerning Site Maintenance and Nuisances which ordinance requires all lands, lots and premises within the City to be kept in a clean and sanitary condition and which ordinance allows the Neighborhood Improvement Manager to take those actions necessary and incur those costs necessary to terminate and/or abate site maintenance and nuisance violations in the event the property owners fail to do so in a timely fashion after proper notice, and

WHEREAS, Ordinance 2003-28 further allows the Neighborhood Improvement Manager to recommend to the city commission that all such costs incurred be imposed as a lien against the subject real property, and

WHEREAS, pursuant to Chapter 14, Article VIII, Equity Trust Company Custodian, the owner of property located at 80 Grove Street, Ormond Beach, Volusia County, Florida 32174, legally described as follows: *“The southerly 40 feet of the northerly 130 feet of the westerly 101.5 feet of lot B, a subdivision of assessor’s sub-division of river lots, 1 to 14, incl. Ormond, as per map recorded in map book 16, page 62, of the public records of Volusia County,*

Florida” (Parcel ID No. 4215-14-21-0050), was properly noticed of the site maintenance violation on their property; however, the violation was not timely corrected and as prescribed by Chapter 14, Article VIII, *Code of Ordinances*, the Neighborhood Improvement Manager took those steps necessary to correct the site maintenance violation, and

WHEREAS, pursuant to Section 14-98, Liens, because the property owner has failed to pay the costs incurred by the City to terminate and/or abate the site maintenance violation, the Neighborhood Improvement Manager recommends to the City Commission that the costs as specified below be imposed as a lien against the subject real property, now therefore,

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

SECTION ONE. The above recitals are true and correct and are incorporated herein by reference.

SECTION TWO. The City Commission hereby approves this Resolution and Claim of Lien imposing a lien against the subject property owned by Equity Trust Company Custodian, located at 80 Grove Street, Ormond Beach, Volusia County, Florida 32174 and legally described above in the amount of **ONE HUNDRED TWENTY NINE DOLLARS (\$129.00)**, lot clearing fee, **SIX DOLLARS and 10/100 (\$6.10)**, case costs, and **TWENTY EIGHT DOLLARS (\$28.50)**, recording fees, a total lien of **ONE HUNDRED SIXTY THREE DOLLARS and 60/100 (\$163.60)**, which includes all costs of recording the Claim of Lien and Satisfaction and Release of Lien, except for any increases in recording costs imposed by the clerk of court subsequent to the recording of the lien or satisfaction.

SECTION THREE. The City Commission further directs the City Clerk to record the original Claim of Lien in the official records of Volusia County, Florida so that it shall thereafter constitute a lien against the subject property.

SECTION FOUR. The City Commission further approves the attached form of Satisfaction of Lien, and authorizes the Neighborhood Improvement Manager, without further action from the City Commission, to direct the City Clerk to have a Satisfaction and Release of Lien executed and recorded in the official records of Volusia County, Florida to release the aforementioned property from the lien if and when the cost specified above and all costs of recording the Claim of Lien and Satisfaction and Release of Lien are paid in full by the property owner.

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

APPROVED AND AUTHENTICATED this 16th day of February, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk

THIS INSTRUMENT PREPARED BY:**ANN-MARGRET EMERY, ESQUIRE**

Florida Bar No. 881546

173 South Beach Street

Post Office Box 277

Ormond Beach, FL 32175-0277

386-676-3217

PROPERTY LOCATION: 80 GROVE STREET

ORMOND BEACH, FL 32174

PARCEL ID #: 4215-14-21-0050**CLAIM OF LIEN****STATE OF FLORIDA :****ss:****COUNTY OF VOLUSIA :**

Before me, the undersigned Notary Public, personally appeared **CHRISTOPHER MASON**, who was duly sworn and says that he is the Neighborhood Improvement Manager, of the City of Ormond Beach, (the "City"), a Florida municipal corporation, whose address is 22 South Beach Street (Post Office Box 277), Ormond Beach, Florida 32174, and that in accordance with the provisions of Chapter 14, Article VIII, *Code of Ordinances*, the City did enter upon the lands located at 80 Grove Street, Ormond Beach, Volusia County, Florida, and legally described as follows: *"The southerly 40 feet of the northerly 130 feet of the westerly 101.5 feet of lot B, a subdivision of assessor's sub-division of river lots, 1 to 14, incl. Ormond, as per map recorded in map book 16, page 62, of the public records of Volusia County, Florida"* (Parcel ID No. 4215-14-21-0050), owned by **EQUITY TRUST COMPANY**, to terminate and/or abate site maintenance and nuisance violations, and said City of Ormond Beach hereby claims and imposes upon said premises pursuant to **Resolution 2021-45** a lien for the work described, in an amount of **ONE HUNDRED TWENTY NINE DOLLARS (\$129.00)**, lot clearing fee, **SIX DOLLARS and 10/100 (\$6.10)**, case costs, and **TWENTY EIGHT DOLLARS AND 50/100 (\$28.50)**, recording fees, a total lien of **ONE HUNDRED SIXTY THREE DOLLARS and 60/100 (\$163.60)**, which includes all costs of recording the Claim of Lien and Satisfaction and Release of Lien, except for any increases in recording costs imposed by the clerk of court subsequent to the recording of the lien.

THIS LIEN shall be due and payable in full at the time of the sale for consideration of the aforescribed real property.

THIS LIEN shall bear no interest and shall remain a lien, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles, and claims until paid.

Executed on February 16, 2021

WITNESSES:

CITY OF ORMOND BEACH, a Florida
municipal corporation

Print Name: _____

By: _____
CHRISTOPHER MASON
Neighborhood Improvement Manager

Print Name: _____

Attest: _____
COLBY CILENTO
City Clerk

Sworn to and subscribed before me this 16th day of February, 2021.

NOTARY PUBLIC State of Florida

Notary Seal:

THIS INSTRUMENT PREPARED BY:**ANN-MARGRET EMERY, ESQUIRE**

Florida Bar No. 881546

173 South Beach Street

Post Office Box 277

Ormond Beach, FL 32175-0277

386-676-3217

PROPERTY LOCATION: 80 GROVE STREET

ORMOND BEACH, FL 32174

PARCEL ID #:

4215-14-21-0050

SATISFACTION AND RELEASE OF LIEN

For and in consideration of the sum of **ONE HUNDRED TWENTY NINE DOLLARS (\$129.00)**, lot clearing fee, **SIX DOLLARS and 10/100 (\$6.10)**, case costs, and **TWENTY EIGHT DOLLARS AND 50/100 (\$28.50)**, recording fees, a total lien of **ONE HUNDRED SIXTY THREE DOLLARS and 60/100 (\$163.60)** paid to the City of Ormond Beach, ("the City") the receipt of which is hereby acknowledged, the City does hereby release **EQUITY TRUST COMPANY**, owner of the real property located at 80 Grove Street, Ormond Beach, Volusia County, Florida, and legally described as follows: *"The southerly 40 feet of the northerly 130 feet of the westerly 101.5 feet of lot B, a subdivision of assessor's sub-division of river lots, 1 to 14, incl. Ormond, as per map recorded in map book 16, page 62, of the public records of Volusia County, Florida"* (Parcel ID No. 4215-14-21-0050), from that certain lien imposed by that Claim of Lien, pursuant to Resolution 2021-45, recorded by the City at Official Records Book ____, Page ____, of the public records of Volusia County, Florida, and the City hereby declares said lien fully satisfied and hereafter released.

Executed on ____, 20__.

WITNESSES:**CITY OF ORMOND BEACH**, a Florida
municipal corporation_____
Print Name: _____

By: _____

CHRISTOPHER MASON

Neighborhood Improvement Manager

Print Name: _____

Attest: _____

COLBY CILENTO

City Clerk

STATE OF FLORIDA)
)ss

COUNTY OF VOLUSIA)

On this ____ day of ____, 20__, personally appeared before me **CHRISTOPHER MASON**, and **COLBY CILENTO**, as the Neighborhood Improvement Manager and the City Clerk, respectively, of the City of Ormond Beach, a Florida municipal corporation, and they acknowledge that they executed the foregoing Satisfaction/Release of Lien for the purposes therein expressed.

WITNESS my hand and seal the day and year last above written._____
NOTARY PUBLIC State of Florida at large

Notary Seal:

Site Maintenance Case Cost Sheet

Address: 80 Grove St. **Case # 21-111139**

Type of Service	Number of Items
-----------------	-----------------

Rate

Costs

Certified Letters	<u>1</u>	\$5.60	<u>\$5.60</u>
Regular Mail	<u>1</u>	\$0.50	<u>\$0.50</u>
Photographs		\$1.00 per page	<u>\$0.00</u>
Lot Cleaned by Contractor	<u>1</u>	\$129.00	<u>\$129.00</u>
Photographs		\$1.00 per page	<u>\$0.00</u>
Recording cost to lien	<u>1</u>	\$10.00 First page	<u>\$10.00</u>
	<u>1</u>	\$8.50 per add'l 11 X 17 (2 pages)	<u>\$8.50</u>
Recording cost to satisfy lien	1	\$10.00 First page	<u>\$10.00</u>
		\$8.50 per add'l 11 X 17 (2 pages)	<u>\$0.00</u>
		Total Costs	\$163.60

Notes:

Lot clean by Yellowstone on 10/30/20



INVOICE

INVOICE #	INVOICE DATE
DB 163504	11/3/2020
TERMS	PO NUMBER
Net 30	

Bill To:

City of Ormond Beach
 c/o City of Ormond Beach
 Facilities Maint. Manager, Public Works
 Department
 501 N Orchard St
 Ormond Beach, FL 32174

Remit To:

Yellowstone Landscape
 PO Box 101017
 Atlanta, GA 30392-1017

Property Name: City of Ormond Beach

Invoice Due Date: December 3, 2020

Invoice Amount: \$129.00

Description	Current Amount
80 Grove Sreet Case # 21-111139	
ATTN: Chris Mason Case# 20-111139	
80 Grove Street Case# 20-111139	\$129.00

Invoice Total \$129.00

IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.

7.A.d



10.21.2020 09:16

7.A.e



10.21.2020 09:17

7.A.f

10.21.2020 09:17



7.A.g

10.21.2020 09:16



AFTER

7.A.h



11.05.2020 12:09



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: February 16, 2021

Subject: Purchase authorization for one (1) 2021 Dodge Charger Patrol Vehicles

Commission Goal: Public Safety - Provide up-to-date equipment for first responders

Introduction

This is a request to purchase one (1) 2021 Dodge Charger police-rated patrol vehicle for the police department replacing Vehicle 024. Vehicles are to be purchased under the Florida Sheriffs' Contract FSA20-VEL28.0, specification #250.

Background

On May 18, 2020, Ormond Beach Patrol Vehicle 024, a 2012 Chevy Caprice, was involved in a vehicular accident. The extent of the damage to Vehicle 024 deemed it totaled by insurance standards. The replacement of Vehicle 024, a front-line marked patrol unit, will allow for sufficient vehicle/officer allotment. The City's Insurance Fund 504 - Police Department was identified in the Budget Adjustment Form for the replacement purchase. Vehicle 024, a 2012 Chevy Caprice had not been scheduled for replacement until the FY 2023-24 Capital Improvement Projects Vehicle and Equipment Replacement Fund (302).

Fleet Operations will continue a cost-efficient approach to replacing the patrol vehicles, installing the emergency lighting, partitions, radios and rear seat and door modification items in house. The installs will be led by a Master Certified Emergency Vehicle Technician, who also holds a Law Enforcement Vehicle Installation Certificate.

Discussion

The purchase of the patrol vehicle will be in accordance with the Florida Sheriff's Association contract (Contract FSA20-VEL28.0, Spec. #250). The price for the vehicle is as follows:

2021 Dodge Charger Police Rated Sedan Patrol Vehicle

Base Price \$ 27,416.00

Dealer Installed Options	<u>\$ 2,697.00</u>
Per Vehicle Total	\$ 30,113.00

Vehicle Lighting Package	\$ 7,900.32-per vehicle (ITB 2020-11)
Radio	<u>\$ 6,294.46</u> -per vehicle (VC Contract)
	\$ 44,307.78

Based on all of the above, the 2021 Dodge Charger police-rated sedan patrol vehicle will have a total fully outfitted price of \$44,307.78. However, this item is just for the vehicle purchase and the lighting and radio packages, including lights, prisoner cage/rear seat, etc., that are non-factory items are purchased separately through several vendors.

Budget Impact

Adequate funds for the purchase of one (1) 2021 Dodge Charger police-rated sedan marked patrol vehicles in the amount of \$30,113.00 is included in the FY 2020-2021 City's Insurance Fund 504 - Police Department. As noted above, the vehicle lighting and radio packages will be purchased separately.

The vehicle being replaced will be offered for sale by auction. It is anticipated that an average of \$500 to \$1,000 can be realized. Those funds would be returned to the Vehicle and Equipment Replacement Fund.

Citizen Impact

The replacement purchase of one (1) patrol vehicle is integral in the effective policing of the City of Ormond Beach.

Recommendation

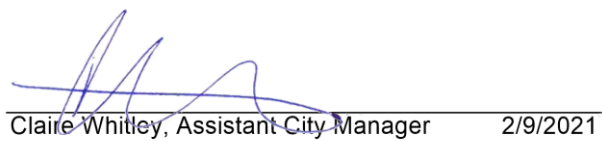
It is recommended that the City Commission authorize the purchase of the one (1) Dodge Charger police rated sedan patrol vehicle from Garber Chrysler Dodge Truck, Inc., 3408 Hwy 17, Green Cove Springs, FL, 32043, in the total amount of \$30,113.00, under the Florida Sheriff's Association Contract FSA20-VEL28.0 specification #250, and approve of the disposition of the surplus units.

Attachments:

- 21-46 Purchase of Dodge Charger Patrol Vehicle (P21-0008G) (PDF)
- Purchase Authorization Dodge Charger Police Sedan_ (PDF)
- 024 Charger Replacement 2021 (PDF)
- Vehicle 024 5-18-2020 Accident Damage (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/5/2021


Claire Whitley, Assistant City Manager 2/9/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 2/11/2021

RESOLUTION NO. 2021-46

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE 2021 DODGE CHARGER PATROL VEHICLE UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20-VEL28.0; DECLARING VEHICLE TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicle #024 (2012 Chevy Caprice), which was involved in a vehicular accident, deemed totaled by insurance standards, and has been determined to have exceeded all criteria for replacement; and

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

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one (1) 2021 Dodge Charger police rated sedan patrol vehicle under Florida Sheriffs Association Bid No. FSA20-VEL28.0; and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of one (1) 2021 Dodge Charger police rated sedan patrol vehicles from Garber Chrysler Dodge Truck in the amount of \$30,113.00; and

WHEREAS, the City Manager has certified that funds in the amount of \$30,113.00 for the total purchase thereof are in the City's Insurance Fund 504 – Police Department, and have not been appropriated for any other purposes; now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of one (1) 2021 Dodge Charger police rated sedan patrol vehicle from Garber Chrysler Dodge Truck in the amount of \$30,113.00 and to pay the costs therefore from the City's Insurance Fund 504 – Police Department.

SECTION TWO. The City Commission hereby declares vehicle #024 to be surplus property, and the appropriate City staff members are hereby further authorized and directed to dispose of said vehicle through competitive sealed process or public auction to be held in accordance with applicable law.

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

APPROVED AND AUTHENTICATED this 16th day of February, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr:2100573
Vendor: Garber Chrysler Dodge Truck, Inc.
Resolution No. 2021-46

Requisition By: Gray
Date: 2/16/2020

Reason: Purchase of one 2021 Dodge Charger Police Rated Sedan.

Purchase of one 2021 Dodge Charger Police Rated Sedan
Purchased through (Piggyback) FSA 20-VEL 28.0, spec #250.
Funding through City Insurance Fund 504 – Police Department.

PAY ITEM NUMBER	ITEM DESCRIPTION	UNT	QNT	UNIT PRICE	AMOUNT
1	2021 Dodge Charger V6 Police Sedan AWD	EA	1	\$27,416.00	\$27,416.00
2	Equipment Mounting Bracket	EA	1	\$99.00	\$99.00
3	Police Package Base Prep	EA	1	\$1,998.00	\$1,998.00
4	Deactivate Rear Doors/Windows	EA	1	\$74.00	\$74.00
5	Weathertech HD Floor Liners	EA	1	\$249.00	\$249.00
6	Tint all Windows to 20% with Strip	EA	1	\$271.00	\$271.00
7	Temporary Tag	EA	1	6.00	\$6.00
Total: \$30,113.00					\$30,113.00

TERMS AND CONDITIONS

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

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

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

QUALITY:

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

PACKING & DELIVERY:

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

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.:

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

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

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

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

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

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

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

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

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

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

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

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

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

INSURANCE AND REGISTRATION REQUIREMENTS

The City of Ormond Beach requires anyone who is performing work "on City owned property" to provide the City with proof of insurance for **General Commercial Liability, Automobile Liability, and Workers Compensation** insurance, in which the City is listed as a certificate holder and is listed as "additionally insured". The amount of coverage for each of these types of insurance depends on the dollar value of the contract. It is up to the user department to ensure that the proof of insurance complies with all of the City's requirements, as established by **ordinance**, before giving the contractor a notice to proceed. Such proof of insurance, marked to show compliance with the ordinance, shall be submitted with the requisition, and filed with the purchase order.

Contractors doing business within the city limits of Ormond Beach must be **registered** with the City's office of Building Inspections and Permitting. The user department is responsible for making sure that the contractor is registered to do business in the City.

Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate*
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*

	\$1 Million \$ 50,000	Aggregate Products & Completed Operations Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million \$1 Million \$1 Million \$ 50,000	Each Occurrence General Aggregate* Aggregate Products & Completed Operations Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

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

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

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

(d) **Excess Liability**

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

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

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

Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

Policies of Insurance

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

GRAPHIC DESIGNS INTERNATIONAL INC.

ARTWORK VERIFICATION FORM



All artwork Copyright © Graphic Designs Intl, Inc.

PLEASE NOTE:

This rendition is an artistic representation of what your cruiser will look like. Graphic Designs reserves the right to slightly modify certain measurements and/or areas to accommodate production and installation. As this color rendition is generated by computer, the colors may vary from the actual decal material

Art work Only Salesperson

BS
Ready to Cut

Jenice

Customer

ORMOND BEACH

Date

01/24/17

Approval Signature

FSA Cooperative Purchasing Program



Contract: FSA20-VEL28.0 – Pursuit,

Administrative and Other Vehicles

Contract: FSA20-VEH18.0 – Heavy Trucks

Contract: FSA20-EQU18.0 – Heavy Equipment

(Items formerly included under “VEH” contract.)

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FSA20-VEL28.0 PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED. PLEASE REFER TO THE EMERGENCY VEHICLE LIGHTING AND SIRENS SECTION WITHIN THIS CONTRACT FOR DESCRIPTIONS, SPECIFICATIONS AND AWARDED VENDOR PRICING.

SPECIFICATION GROUP - Police Rated & Police Hybrid Vehicles

Make: Dodge Model: Charger V6 Police Rated Sedan AWD
Make: Dodge Model: Charger V8 Police Rated Sedan RWD
Make: Dodge Model: Durango Pursuit Utility - V6 – AWD
Make: Dodge Model: Durango Pursuit Utility - V8 – AWD
Make: Ford Model: Interceptor Utility AWD Hybrid 3.3L
Make: Ford Model: Interceptor Utility AWD 3.3L Gas
Make: Ford Model: Interceptor Utility AWD 3.0L EcoBoost
Make: Ford Model: Police Responder F-150 Crew Cab 4x4
Make: Chevrolet Model: Tahoe 4x2 PPV 21
Make: Chevrolet Model: Tahoe 4x4 PPV 21

FSA Item Specifications Description:

1. Manufacturer standard equipment and specifications plus FSA required additional 2 remote key FOBs. Standard equipment must include a factory or dealer installed LED spotlight on the driver's side, key FOB keyless entry, vinyl black flooring front and rear, heavy duty cloth front bucket seat and vinyl rear seat.

FSA20-VEL28.0, Pursuit, Administrative and Other Vehicles

Group: Police Rated & Police Hybrid Vehicles

Item: 250, Dodge, Charger V6 Police Rated Sedan AWD, LDEE48

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	\$27,516.00	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	\$27,572.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	\$27,416.00	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	\$27,472.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	\$27,466.00	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	\$27,472.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	\$27,516.00	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	\$27,572.00	Build	Options



Code	Description	Price - All Zones
3K	Extra Key and Fob Cut and Programmed	\$246.00
TINT	Dealer Tint All Windows (Add \$25 for Windshield Strip)	\$246.00
DECALS	Design and Install Custom Decal Package	\$525.00
VVS	Vent visors - stick-on style	\$149.00
RS	Rainshields - flange style	\$149.00
MATS	1st Row HD Floor Liners (Weathertech or Equivalent) (Add \$100 for 1st and 2nd Rows)	\$149.00
TTAG	Temporary Tag (Add \$25 if Overnight Shipping Required)	\$6.00
TRANS	Transfer Tag (Add \$25 if Overnight Shipping Required)	\$86.00
YTAG	Yellow Tag (Add \$25 if Overnight Shipping Required)	\$116.55
BUA	Back Up Alarm; Dealer Installed	\$138.00
TTP	TWO-TONE PAINT - Paint 4 Doors White on Dark Vehicle (Add \$500 for Doors and Roof White)	\$996.00
UC	LINEX Undercoating Application	\$695.00
ALL UPFITS	PLEASE SEE GARBER'S LIGHTS AND UPFITS SECTION FOR A FULL LINE OF VEHICLE LIGHTING, TRUCK BODIES, VAN AND BIN PACKAGES, AND OTHER AVAILABLE VEHICLE ADDITIONS. WE CAN HELP YOU WITH JUST ABOUT ANYTHING YOU NEED!	
LHS-DEL	DELETE Left Hand Spotlight *CREDIT*	(\$150.00)
TYL	Tires: 245/55R18 BSW Performance	\$178.00
P82	SPECIAL PAINT COLOR - Including Ranger Clearcoat (Green)	\$498.00
C8X9	Black, Heavy Duty Cloth Bucket & Rear Bench Seats *CREDIT*	(\$60.00)
AEB	Street Appearance Group -inc: 18" Wheel Covers, Front Reading/Map Lamps, Dual Remote USB Port - Charge Only, Front/Rear Climate Control Outlets, Media Hub (2 USB, AUX), Power Heated Mirrors w/Man F/Away, Exterior Mirrors w/Heating Element, Floor Carpet, Front & Rear Floor Mats, Illuminated Front Cupholders	\$373.00
AHM	Convenience Group I -inc: Power Adjustable Pedals, Power Driver/Passenger 4-Way Lumbar Adjust, Power Front Driver/Passenger Seats	\$478.00
AV2	Integrated Display Package -inc: Radio: Uconnect 3C w/8.4" Display, 12.1" Integrated Display Screen, Nav-Capable! See Dealer for Details	\$2,238.00
AWC	Fleet Safety Group -inc: Blind Spot Power Fold Pursuit Mirrors, Exterior Mirrors w/Heating Element, Blind Spot & Cross Path Detection	\$348.00
AYE	Patrol Package Base Prep -inc: Siren Speaker & Bracket, Trunk Tray & Cooling Fan, Power Distribution Center, Front & Rear Wire Harness	\$1,998.00

AYJ	Max Flow Package -inc: Lower Grille Texture - Police	\$148.00
	Patrol Package Wiring Prep Package -inc: Power Distribution Center, Front & Rear Wire	
AYW	Harness	\$1,148.00
GUK	Power Heated Mirrors w/Man F/Away -inc: Exterior Mirrors w/Heating Element	\$59.00
LNA	Matching Right Spot Lamp	\$208.00
MSY	Delete Badge -inc: Dodge Grille Badge (NO CHARGE)	\$0.00
TBF	Delete Spare Tire -inc: Tire Service Kit *CREDIT*	(\$70.00)
TBH	Full Spare Tire Relocation Bracket	\$143.00
W8B	18" Wheel Covers	\$39.00
CBT	Steel Seat Back Panel Inserts	\$133.00
CKD	Floor Carpet -inc: Front & Rear Floor Mats	\$123.00
CW6	Deactivate Rear Doors/Windows	\$74.00
CW7	Door/Window Activation Kit	\$99.00
GX*	Entire Fleet Alike Key (FREQ 2 - GXA, FREQ 3 - GXE, FREQ 1 - GXF, FREQ 4 - GXG)	\$138.00
LSA	Security Alarm	\$148.00
XDG	Passenger Side Ballistic Door Panel	\$2,348.00
XDV	Drive Side Ballistic Door Panel	\$2,348.00
XFX	Equipment Mounting Bracket	\$99.00



Ormond Beach

Specification #	250
Unit Description	LDEE48

Prepared for:

Prepared by:

1/21/2021

Ormond Beach

Attn: Danny McIlrath

Danny.McIlrath@ormondbeach.org

386 676 3510

Garber Chrysler Dodge Truck

Ryan Davis

(904) 264-2442 ext.2350 FAX: (904) 284-0054

3408 Hwy 17 Green Cove Springs, FL 32043

rdavis@garberautomall.com

Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association.
(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA20-VEL 28.0, expiring September 30th, 2021 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price	
LDEE48		2021 Dodge Charger Police AWD	
		\$27,416.00	
Codes	Optional Equipment	Unit Price	Net Price
27A	Quick Order Package 27A	Included	\$0.00
ERB	Engine: 3.6L V6 24V VVT	Included	\$0.00
DFT	Transmission: 8-Speed Automatic (850RE)	Included	\$0.00
PW7	White Knuckle Clearcoat	Included	\$0.00
X5X9	Black, Heavy Duty Cloth Bucket Seats w/Vinyl Rear	Included	\$0.00
OPP	Fleet Safety Group	Included	\$0.00
LNF/LNX	Black LED Left Spot Lamp	Included	\$0.00
XFX	Equipment Mounting Bracket	99	\$99.00
AYE	Patrol Package Base Prep -inc: Siren Speaker & Bracket, Trunk Tray & Cooling Fan, Power Distribution Center, Front & Rear Wire Harness	1998	\$1,998.00
GXQ	Additional Non-Key Alike Fobs	Included	\$0.00
CW6	Deactivate Rear Doors/Windows	74	\$74.00
MATS	Weathertech HD Floor Liners; 1st and 2nd Rows	249	\$249.00
TINT	Tint all Windows to 20% with Strip (No Factory Tint Provided)	271	\$271.00
TTAG	Temporary Tag	6	\$6.00
DEL	Delivery	Included	\$0.00
TOTAL PURCHASE AMOUNT PER VEHICLE		\$ 30,113.00	

EMERGENCY LIGHTING PACKAGES

Bid No. 2020-11

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

<u>Item No:</u>	<u>Description:</u>	<u>Quantity:</u>	<u>Unit:</u>	<u>Unit Price:</u>	<u>Total Price:</u>
1.	Complete Emergency Lighting Package – Dodge Durango	1	EA	\$ <u>8,371.30</u>	\$ <u>8,371.30</u>
	Eight Thousand Three Hundred Seventy Dollars and Thirty cents				
	(WORDS)				
2.	Complete Emergency Lighting Package – Dodge Charger	1	EA	\$ <u>7,900.32</u>	\$ <u>7,900.32</u>
	Seven Thousand Nine Hundred Dollars and Thirty-Two cents				
	(WORDS)				
3.	Complete Emergency Lighting Package – ADDITIONAL	1	EA	\$ <u>4,246.40</u>	\$ <u>4,246.40</u>
	Four Thousand Two Hundres Forty Six Dollars and Forty cents				
	(WORDS)				

DODGE CHARGER

1. GB8SP3J

QTY:1 WEC LEGACY FSA 48" LIGHTBAR MODEL #3
FULL DUO LIGHTBAR:

2. MKEZ82

QTY:1 WEC 48-50 INCH LIGHT BAR STRAP KIT FOR 2011+ CHARG

3. CCSRN3

QTY:1 Whelen Remote Siren and 18 Button Control Center
REPLACES CCSRN2 CENCOM GOLD SIREN/SWITCH (DISCONTINUED) INCLUDES: AMP/RELAY MODULE,
CONTROL HEAD, MIC, 20' MICROPHONE
EXTENSION AND CABLES

4. SA315P

QTY:1 Whelen 100W Compact Black Composite 122DB Speaker

5. SAK37

QTY:1 WEC SA315 BRACKET FOR 2011+ CHARGER

6. FL-80RFIP-2

QTY:1 BI Brake/Aux & TAILLIGHT FLASHER FOR 2015+ CHARGER

7. VMDC11RB

QTY:1 WEC ION V-SERIES MIRROR LED'S R/B 2011+ CHARGER (PA
INCLUDES TEXTURED BLACK MIRROR HOUSINGS

8. LSVBKT35

QTY:1 WEC 2011+ CHARGER UNDER MIRROR MTG KIT (PAIR)

9. LINSV2R

QTY:1 WEC V-SERIES 180 AND PUDDLE LIGHT, UNDER SURFACE MOUNT
RED - CLEAR LEDS, CLEAR LENS
REQUIRES MOUNT SOLD SEPERATELY

10. LINSV2B

QTY:1 WEC BLUE V-SERIES 180 DEG W/PUDLE LT - UNDER MOUN

11. I3JC

QTY:2 WEC ION TRIO RED/BLUE/WHITE - WHITE O/R - BLK HSNG

12. TLI2J

QTY:6 WEC ION T-SERIES LINEAR DUO R/B

13. TIONBKT1

QTY:2 WEC ION T-SERIES UNIVERSAL MOUNTING BRACKET

14. TIONBKT2

QTY:1 WEC UNIVERSAL ADJUSTABLE T-ION LICENSE PLATE BRACKET

BRACKET WILL MOUNT 2 T-ION HEADS

15.TCRB35

QTY:2 WEC TRACER MTG KIT DODGE CHARGER

Warehouse: DROP

16.TCRHT5

QTY:2 WEC TRACER TRIO 5-LAMP HOUSING

COLOR CONFIG: RED/BLUE/WHITE

17.C-VS-1800-CHGR-PM

QTY:1 HAV 18" CONSOLE W/ INTERNAL PRINTER MOUNT

2011-2017 Dodge Charger

18.C-CUP2-I

QTY:1 HAV IN-CONSOLE DUAL CUP HOLDER

REPLACES C-CH-2-XL CUPHOLDER

19.C-LP2-PS2

QTY:1 HAV 2 PLATE W/2-SWITCH C/O'S & 2-12VDC OUTLETS

20.C-SW-1 QTY (2)

QTY:1 C-USB-1

HAV Dual USB Charge Module

21.C-SW-1

QTY:1 HAV BLACK ON/OFF ROCKER SWITCH W/RED PILOT LIGHT

22.C-ARM-104

QTY:1 HAV TOP MOUNT ARMREST (REPLACES C-ARM-4)

23.C-ML-MCB

QTY:1 HAV 12 MAPLIGHT AND L-BRACKET

24.C-MCB

QTY:2 HAV CONSOLE MICROPHONE CLIP BRACKET

25.C-HDM-204

QTY:1 HAV TELESCOPING SIDE MOUNTED POLE ASSY

MOUNTS TO SIDE OF CONSOLE BOX

26.C-MD-112

QTY:1 HAV 11' SLIDE OUT LOCKING SWING ARM

27.UT-1001

QTY:1 Hav Universal Rugged Cradle for approximately 11"-14"

REPLACES UT-101

28. PSSP5613C11A

QTY:1 PROGARD VENTED POLYCARBONATE, SOLID WINDOW

29. S56C11OSB

QTY:1 Charcoal Grey ABS, Standard Seat

30. DP56C11

QTY:1 PG BLANK ABS DOOR PANELS FOR 2011+ DODGE CHARGE

31. WBP56C11

QTY:1 PG WINDOW BAR POLY ABS CHGR11





CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: February 16, 2021

Subject: Bid Award for the Wilmette Avenue Stormwater Pump Station

Commission Goal: N/A

Introduction

This is a request by staff to award a bid for the construction of the Wilmette Avenue Stormwater Pump Station, Bid Number 2021-05, to JD Weber Construction.

Background

Following the historic rain event affecting Ormond Beach in May 2009, which caused significant flooding throughout Volusia County, the City of Ormond Beach was declared a Federal Disaster Area enabling the City to apply for flood assistance grant funding through the County. Through the Volusia County Mitigation Strategy (LMS) program, the City was able to receive tier 1 approval for flood mitigation. Following the designation of this project on the LMS, the City was able to apply for a grant through the Federal Emergency Management Agency (FEMA)'s Hazard Mitigation Grant Program (HMGP). Following this event, the City engaged the services of Camp, Dresser, McKee (CDM) Engineers to update their master stormwater study and model for east Volusia County, with specific emphasis on upgrading drainage systems within the City of Ormond Beach. This study was submitted as the City of Ormond Beach Stormwater Flooding Investigation Study - May 2009 Storm.

During the May 2009 storm, City staff deployed large pumps with piping across Wilmette Avenue to drawdown the flood stages in the Laurel Creek Drainage Basin, which was experiencing severe flooding. One of the greatest challenges facing staff was the high tail water condition of the Tomoka River that occurred at the time of pumping. This high tail water resulted in water backing up into Laurel Creek and rendering the pumping effort ineffective at lowering flood levels. A solution proposed in this study was the addition of sluice gates at the Wilmette Avenue culverts to reduce the volume of backflow entering Laurel Creek and eliminate the reversal of flow that occurs under conditions of high tail water. An additional recommendation was the creation of a central location to place the City's emergency pumps during conditions of flooding along with

installing permanent piping across Wilmette Avenue to eliminate the need to close this busy collector road. A FEMA grant was obtained for the first phase of improvements including the installation of sluice gates and permanent piping. These initial improvements were completed in 2015.

Discussion

On November 23, 2020, bids for the project were received and opened. Eight companies submitted bids for consideration; the bids ranged from a high value of \$786,147 to a low bid of \$512,153. The low bidder for this project was JD Weber Construction of Ormond Beach; a copy of the bid tabulation, as well as JD Weber's bid proposal, have been included as attachments for reference. McKim & Creed have reviewed the bids and recommends award of the bid to JD Weber; attached is their letter of recommendation.

Citizen Impact

This project will allow City staff to better manage stormwater during flooding events. There will be minimal impacts to the public or traffic during construction.

Budget Impact

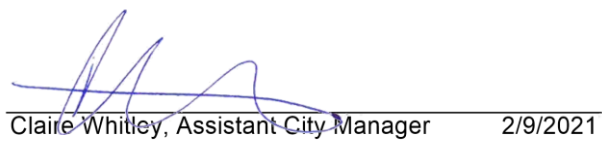
This project is funded through the Federally Funded Hazard Mitigation Grant Program administered by the State of Florida, Division of Emergency Management; this grant will fund \$229,428 of the construction cost of \$512,153. The remainder of the project cost (\$282,725.00) will be funded from the Stormwater Fund 107. This project was included in the prior year budget; funding will need to be re-appropriated to the current fiscal year through a future budget amendment.

Recommendation

Staff recommends full award of the bid for the Wilmette Avenue Stormwater Pump Station, Bid Number 2021-05, to JD Weber Construction at the contract amount of \$512,153.

Attachments:

- 21-47 Wilmete pump stn- JD Weber (P21-0004G) (PDF)
- 2021-05 JD Weber Construction (PDF)
- Engineer's Recommendation of Award (PDF)
- 2021-05 Bid Opening Tabulation (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 2/5/2021
Claire Whitley, Assistant City Manager 2/9/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 2/11/2021

RESOLUTION NO. 2021-47

A RESOLUTION ACCEPTING A BID FROM JD WEBER CONSTRUCTION FOR CONSTRUCTION SERVICES REGARDING THE WILMETTE AVENUE STORMWATER PUMP STATION PROJECT, UNDER BID NO. 2021-05; 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. 2021-05) regarding construction services for the Wilmette Avenue Stormwater Pump Station project (“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 JD Weber Construction in the amount of \$512,153.00 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 the Project will be funded through a Hazard Mitigation Grant in the amount of \$229,428.00 and the Stormwater Fund in the amount of \$282,725.00 and that said 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 JD Weber Construction to perform the Project at a total cost not to exceed \$512,153.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with JD Weber Construction.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with JD Weber Construction for the performance of the Project at the said price, and to pay the cost thereof from the Stormwater Fund and Hazard Mitigation Grant funds.

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

APPROVED AND AUTHENTICATED this 16th day of February, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk

SECTION 00300
BID

CONTRACTORS NAME J. D. WEBER
CONSTRUCTION CO. LICENSE NO. CHC025621

PROJECT IDENTIFICATION: WILMETTE AVENUE STORMWATER PUMP STATION

CONTRACT IDENTIFICATION AND NUMBER: Bid No.2021-05

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:

	Number
<u>11/04/20</u>	<u>1</u>
<u>11/16/20</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;

(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
<u>BASE BID</u>					
1	Mobilization / Demobilization (Maximum of 5% of Bid)	1	LS	<i>25,000.00</i>	<i>25,000.00</i>
2	Remove Existing Valve Boxes, Piping, and Concrete Slabs	1	LS	<i>4,800.00</i>	<i>4,800.00</i>
3	Furnish & Install Wet Well	1	LS	<i>74,700.00</i>	<i>74,700.00</i>
4	Furnish & Install Valve Box	1	LS	<i>47,270.00</i>	<i>47,270.00</i>
5	Furnish & Install Pumps	1	LS	<i>190,725.00</i>	<i>190,725.00</i>
6	Furnish & Install Pump Station Piping & Valves	1	LS	<i>21,900.00</i>	<i>21,900.00</i>
7	Furnish & Install 12" Ductile Iron Pipe	115	LF	<i>219.00</i>	<i>25,185.00</i>
8	Furnish & Install 30" Reinforced Concrete Pipe	35	LF	<i>643.00</i>	<i>22,505.00</i>
9	Furnish & Install Curb	63	LF	<i>36.00</i>	<i>2,268.00</i>
10	Furnish & Install Electrical Components	1	LS	<i>92,100.00</i>	<i>92,100.00</i>
11	Erosion & Sedimentation Control	1	LS	<i>5,700.00</i>	<i>5,700.00</i>

TOTAL BID (Bid Items 1-11)

\$ *512,153.00*
(Figures)

FIVE HUNDRED TWELVE THOUSAND ONE HUNDRED FIFTY THREE
(Words) *DOLLARS*

BID

00300-2R
ADDENDUM #1

WILMETTE AVENUE STORMWATER PUMP STATION

BID (Cont'd.)
WILMETTE AVENUE STORMWATER PUMP STATION
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 150 calendar days after the date when the Contract Time commences to run, and completed within 180 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

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

Mailing Address: PO Box 730386 ZIP 32173-0386
 Street Address: 150 BUSINESS CENTER DR.
 City, State, Zip Code: ORMOND BEACH, FL 32174
 Email: joesr@jdweberconstruction.com
 Telephone No.: 386-671-2727 Fax No.: 386-671-2471

BID (Cont'd.)
WILMETTE AVENUE STORMWATER PUMP STATION
ORMOND BEACH, FLORIDA

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 Nov. 23, 20 20

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
WILMETTE AVENUE STORMWATER PUMP STATION
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID

00300-5

WILMETTE AVENUE STORMWATER PUMP STATION

BID (Cont'd.)
WILMETTE AVENUE STORMWATER PUMP STATION
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By J.D. WEBER CONSTRUCTION CO.
(Corporation Name)

FLORIDA
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

JOSEPH D. WEBER
(Name of Person Authorized to Sign - Typed or Printed)

PRESIDENT
(Title)

(Corporate Seal)

Attest JOSEPH G. WEBER - SECRETARY

Business address: 150 BUSINESS CENTER DR.
ORMOND BEACH, FL 32174

Phone No.: 386-671-2727

Fax No.: 386-671-2471

BID (Cont'd.)
WILMETTE AVENUE STORMWATER PUMP STATION
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.)
WILMETTE AVENUE STORMWATER PUMP STATION
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 manufacturer 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>Manufacturer</u>
Submersible Pumps	Flygt/Xylem
Ductile Iron Pipe/Fittings	US PIPE / SIGMA
Plug Valves	DEZURIK
Check Valves	MUELLER

Subcontractors:

Work Classification: ELECTRICAL

Name: CRAFTON ELECTRIC

Address: 100 BUSINESS CENTER DR.
ORMOND BEACH, FL 32174

Phone Number: 386-671-2727 Fax Number:

BID

00300-8R
 ADDENDUM #1

WILMETTE AVENUE STORMWATER PUMP STATION

BID (Cont'd.)
WILMETTE AVENUE STORMWATER PUMP STATION
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: SURVEY LAYOUT

Name: OCEANSIDE LAND SURVEYING, LLC

Address: 2090 S. NOVA RD. UNIT A-107, SOUTH DAYTONA, FL 32119

Phone Number: 386-763-4130 Fax Number: 386-763-4129

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: _____

WILMETTE AVENUE STORMWATER PUMP STATION
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>650</u>	L.F.	<u>\$2.00</u>	<u>\$1,300.00</u>
2. Sheeting/Shoring	<u> </u>	S.F.	<u> </u>	<u> </u>

Joseph S Weber 11/23/20
 Name (signature) Date

JOSEPH G. WEBER

Name (typed or printed)

SECRETARY

Title

BID

00300-9A-ADDM 1

WILMETTE AVENUE STORMWATER PUMP STATION

BID (Cont'd.)
WILMETTE AVENUE STORMWATER PUMP STATION
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.

 11/23/20
 Name (signature) Date
 JOSEPH G. WEBER
 Name (typed or printed)
 SECRETARY
 Title

BID (Cont'd.)WILMETTE AVENUE STORMWATER PUMP STATION
ORMOND BEACH, FLORIDACONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT1.
☒

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.

J.D. WEBER CONSTRUCTION Co.

COMPANY NAME

Joseph S. Weber

AUTHORIZED SIGNATURE

JOSEPH G. WEBER

NAME (PRINT OR TYPE)

SECRETARY

TITLE

NOV. 23, 2020

DATE

END OF BID

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

J.D. WEBER CONSTRUCTION Co.

By: Joseph S. Weber
Signature

JOSEPH G. WEBER, SEC.
Name and Title

150 BUSINESS CENTER DR
Street Address

ORMOND BEACH, FL 32174
City, State, Zip

NOV. 23, 2020
Date

CITY OF ORMOND BEACH
Recipient's Name

H0513
DEM Contract Number

4283-30-A
FEMA Project Number

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we **J.D. Weber Construction Co.**

150 Business Center Drive, Ormond Beach, FL 32174

(hereinafter called *Principal*) and

Great American Insurance Company

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State
Ohio of with its principal offices in the County of

Hamilton and authorized to do business in the State of Florida, in the full and just
sum of **Five Percent of Amount Bid**

----- Dollars (\$ **5%**) good and lawful money of the
United States of America, to be paid upon demand of the **City of Ormond Beach, FL**, 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 **WILMETTE AVENUE STORMWATER PUMP STATION**
(Bid No. 2021- 05) 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 **23rd** day **November**, 20 **20**.

J.D. Weber Construction Co.

(Principal)

By: 

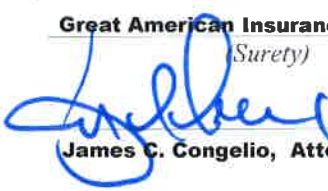
ATTEST:


(SEAL)

Melissa Beckworth, Account Manager

Great American Insurance Company

(Surety)

By: 

James C. Congelio, Attorney-In-Fact

**END OF SECTION
00410 - 1**

GREAT AMERICAN INSURANCE COMPANY®**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 20204

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES C. CONGELIO	BOTH OF	BOTH
JAMES N. CONGELIO	TAMPA, FLORIDA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20TH day of OCTOBER, 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 20TH day of OCTOBER, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of November, 2020



Stephen C. Beraha

Assistant Secretary



ENGINEERS

SURVEYORS

PLANNERS

M&C #010260121(11)

December 2, 2020

Ms. Lynn Carter, P.E.
Utilities Engineer
City of Ormond Beach
501 North Orchard Street
Ormond Beach, FL 32174

RE: Wilmette Avenue Stormwater Pump Station
Bid No. 2021-05
Letter of Recommendation of Award
City of Ormond Beach

Dear Ms. Carter:

On November 23, 2020, bids for *Wilmette Avenue Stormwater Pump Station, Bid No. 2021-05* project were received, publicly opened, and read to the audience. A total of eight (8) bids were received; the high bid was for \$786,147.00 and the low bid was \$512,153.00. The low bid was submitted by J.D. Weber Construction, Inc. of Ormond Beach, Florida.

The Civil Engineer of Record and the City have worked with the low bid contractor previously. The contractor performed well, exhibited quality of work and finished within budget.

Based upon previous knowledge of the Contractor and their local presence, we recommend that the City of Ormond Beach award the contract to J.D. Weber Construction, Inc. in the amount of \$512,153.00. A copy of the Bid Tabulation is enclosed for your use.

If you have any comments or concerns regarding this matter, please do not hesitate to call me at 386-274-2828.

Sincerely,
McKim & Creed, Inc.

A handwritten signature in blue ink, appearing to read "Scott R. Spooner", is written over the printed name.

Scott R. Spooner, P.E.
Senior Project Engineer

139 Executive Circle

Suite 201

Daytona Beach, FL 32114

SRS/res
S:\1026\0121\10-Comm\11-Comm With Client\Carter120220.Doc

386.274.2828

Enclosures

Fax 386.274.1393

www.mckimcreed.com



City of Ormond Beach
BID OPENING TABULATION
Wimette Ave Pump Station
Bid No. 2021-05

7.C.d

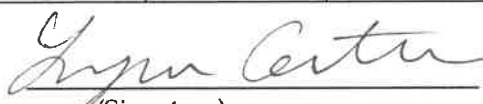
Bid Opening Date: November 23, 2020, Time: 2:00 P.M.

Company Submitting Bid	Company Address	Bid Bond	Addendum No. 1	Addendum No. 2	Total Bid
PRIME CONSTRUCTION GROUP	1000 JETSTREAM DR. ORLANDO, FL 32824	✓	✓	✓	669,669.00
UNDERWATER ENGINEERING SERVICES	3306 ENTERPRISE RD. FORT PIERCE, FL 34982	✓	✓	✓	786,147.00
JD WEBER CONSTRUCTION	150 BUSINESS CENTER DR. ORMOND BEACH, FL 32174	✓	✓	✓	512,153.00
DANUS UTILITIES	2320 BEARDALL AVE SANFORD, FL 32771	✓	✓	✓	593,105.00
HAZEN CONSTRUCTION	1599 TIONIA ROAD NEW SMYRNA, FL 32168	✓	✓	✓	678,910.00
MASCI GENERAL CONTRACTOR, INC.	5752 S. RIDGEWOOD AVE. PORT ORANGE, FL 32127	✓	✓	✓	651,031.15
SANDPIK INC.	3551 W. LAKE MARY BLVD. STE 210 LAKE MARY, FL 32746	✓	✓	✓	712,980.00
HINTERLAND GROUP, INC.	2051 W. BLUE HERON BLVD. RIVIERA BEACH, FL 33404	✓	✓	✓	549,020.00

Opened By:


 (Signature)
Robert Purchasing Coordinator
 (Title)

Tabulated By:


 (Signature)
UTILITIES ENGINEER
 (Title)



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: February 16, 2021

Subject: Auto Renewal Contract - Ormond Beach Historical Society, Inc.

Commission Goal: Quality of Life - Other

Introduction

This is a disposition item notifying the City Commission of staff's intent to automatically renew the agreement between the City and the Ormond Beach Historical Society, Inc.

Background

In April 2018, the City Commission approved Resolution No. 2018-43 authorizing the execution of a service contract between the City and the Ormond Beach Historical Society, Inc. for the operation of a Welcome Center within the MacDonald House, and includes the leasing of certain rooms within the MacDonald House for operation of Ormond Beach Historical Society activities. The Ormond Beach Historical Society provides information about recreational, entertainment, cultural and historical sites and activities in Ormond Beach, as well as organizes tours and other special events.

Discussion

Resolution No. 2018-43 stipulated that the agreement will be automatically renewed for four (4) additional one (1) year periods unless either party provides at least 30 days prior written notice of their intent not to renew the agreement. This auto-renewal, effective April 2021, will be the third auto-renewal for a one (1) year period out of four (4) auto-renew periods. Staff believes it is in the best interest of the community that the contract be renewed an additional year.

Citizen Impact

The automatic renewal of the service agreement with Ormond Beach Historical Society will allow the continuation of their services in providing programs and events to our citizens and preserving local history while sharing it with the city's residents, children, and visitors. It will also allow the operating and managing of the Ormond Beach

Welcome Center at the MacDonald House.

Budget Impact

Funding for the service contract with the Ormond Beach Historical Society is included in the FY 2020-21 General Fund budget in the amount of \$15,810.

Recommendation

Staff intends to allow the contract with the Ormond Beach Historic Trust to automatically renew for one additional year, unless otherwise directed by the City Commission.

Attachments:

- OBHT Agreement (PDF)
- OBHT Insurance Certificate (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/3/2021


Claire Whitley, Assistant City Manager 2/9/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 2/11/2021

AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
THE CITY OF ORMOND BEACH
WELCOME CENTER

THIS AGREEMENT is made and entered into on this 3 day of April, 2018 by and between the CITY OF ORMOND BEACH ("City"), a municipal corporation and THE ORMOND BEACH HISTORICAL SOCIETY, INC. ("OBHS"), a Florida Not For Profit Corporation,

WHEREAS, the City owns a historical property known as the "MacDonald House" located at 38 East Granada Boulevard in Ormond Beach (Tax Assessor No. 4214-11-00-0021); and

WHEREAS, the City has a Welcome Center that has been successfully operated and managed by OBHS from the MacDonald House; and

WHEREAS, the Welcome Center receives approximately 68-100 visitors per week. The visitors are a mix of locals, tourists and new residents. OBHS provides information about recreational, entertainment, cultural and historical sites and activities in Ormond, as well as organizes tours and other special events. In 2017 OBHS provided visitation, tours and special events to 5,044 adults and 438 children; and

WHEREAS, all parties agree that the operation of the Welcome Center is beneficial to OBHS and the City, and as such, the parties wish to enter into a five year agreement with OBHS to continue to provide this service; and

WHEREAS, payment by the City to OBHS in the amount of \$15,810.00 per year is fair and reasonable compensation to offset the costs incurred by OBHS to operate and maintain the Welcome Center, and

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, it is agreed as follows:

1. Recitals. The foregoing recitals are true and correct, are made by each party to induce the other party to enter into and execute this Operation and Maintenance Agreement ("Agreement"), and are incorporated herein by reference and made a part of this Agreement.

2. Term. This Agreement shall be effective on the date it is last signed by the undersigned parties. The initial term of this Agreement shall be for one (1) year and shall be automatically renewed for four (4) additional one (1) year periods unless it is terminated as provided in paragraph 13 below.

3. Scope of Services.

a) "Welcome Center". OBHS is responsible for the maintenance and operation of a "Welcome Center" which shall be open to the general public during the following times: Tuesday through Saturday, 10:00 am to 3:00 pm. OBHS shall have the non-exclusive use of the real property and fixtures comprising the front two (2) rooms on the first floor of the MacDonald House (the "Premises"), and as depicted on the sketch of the MacDonald House attached as Exhibit A, for the operation of the Welcome Center.

Welcome Center activities include but are not limited to: showing current exhibits, picture and video depiction of Ormond history, providing information and an introduction to recreational, entertainment, cultural and historical sites and activities in Ormond, organizing educational programs, walking tours, bus tours, plantation tours, cemetery tours, and opening the Hotel Ormond Cupola (located in Fortunato Park) to the public twice a week, and other special events.

b) "Ames House" Property. OBHS is responsible for the maintenance and display of the following items of the City's personal property which were located at the City's facility known as the "Ames House": one (1) display cabinet, and one (1) antique marble topped wash stand.

c) Display of Private Property. OBHS is responsible for the display of various items of artistic, cultural, historical and educational interest about Ormond Beach, that are privately owned ("Private Owners"), and the City shall not have any right, claim or interest in or to any such privately owned items of personal property. Further, the OBHS shall fully indemnify and hold the City harmless from and against any and all actions, suits and claims for damages by any and all Private Owners arising from OBHS's maintenance, use, and display of such items of privately owned personal property.

d) Joint Display of Property. OBHS shall cooperate with Ormond Beach Memorial Art Museum, Inc. ("OMAMI") regarding the mutual and joint display of various items of artistic, cultural, historical and educational interest about Ormond Beach.

4. Consideration. City shall pay to OBHS the sum of Fifteen Thousand Eight Hundred Ten and 00/100 dollars (\$15,810.00), which shall be payable within thirty (30) days of the effective date of this Agreement. Thereafter, the City Commission may, in its sole and absolute discretion, appropriate additional funds to OBHS to be used for the purposes expressed herein.

5. Compliance with Laws. OBHS shall at all times observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the City of Ormond Beach and by any other governmental authority having jurisdiction or responsibility over the conduct and operations at the Premises.

6. Access to Premises by City. It is expressly understood and agreed that City retains the right to supervise and control the Premises and that OBHS' use of the Premises for a Welcome Center is non-exclusive.

7. Public Access. OBHS shall not implement any policies, procedures, or rules that either restrict or prohibit access to and use of the facilities by members of the public who are otherwise eligible to use those facilities.

8. Taxes. OBHS shall be responsible for the payment of any and all sales, use, property tax assessments, or any other taxes of any kind imposed upon OBHS (or City) by the State of Florida, Volusia County, or any other government agency, arising from OBHS's use of the Premises. OBHS is also responsible for procuring and maintaining a local business tax registration certificate from the City of Ormond Beach.

9. Operational Expenses. OBHS shall at its sole expense, be responsible for paying its own monthly operational expenses, including its expenses for telephone services and the installation of telephone lines relative thereto. OBHS is responsible for its own furnishings, inside and outside the building, and must keep such furnishings in good repair and aesthetically pleasing.

10. Mandatory Record Keeping. OBHS is required to keep a daily record of the number of visitors to the Welcome Center and the services provided. OBHS shall provide City with copies of the records at the end of each calendar year for its review. This reporting is a material requirement of this Agreement and is for the purpose of determining the continued public benefit and viability of the Welcome Center.

11. Non-Exclusive Use.

a) OBHS's right to use the Premises as described in this paragraph is non-exclusive, and the City expressly reserves the right to use any and all portions of the Premises, for any purpose that the City in its sole and absolute discretion so desires, so long as such use by the City does not materially or adversely affect or interfere with the use of the Premises granted to OBHS herein.

b) OBHS understands and acknowledges that the back three (3) rooms on the first floor are currently being used for the administration and provision of tennis related activities, and that this use may continue without it being construed by OBHS as materially or adversely affecting or interfering with OBHS's non-exclusive use and occupancy of the Premises granted herein. Further, the City expressly retains the right to use or authorize such other and further use of the back three (3) rooms as the City so desires.

c) The City shall in its sole and absolute discretion have the exclusive right to renovate and make improvements to all or any part of the Premises to appropriate funds therefor, or to authorize OBHS to make renovations or improvements thereto. In the event renovations or improvements are made to any part of the Premises, they shall not be construed by OBHS as an adverse or material interference with OBHS's non-exclusive right to use the Premises. Further, OBHS shall not make or permit to be made any alterations, additions, improvements or changes in or to the Premises without obtaining the prior written consent of the City. Consent by the City to any particular alteration, addition, improvement or change shall not be deemed a waiver or continuing

consent by the City regarding any future alteration, addition, improvement or change desired by OBHS.

12. Maintenance and Utilities. The City shall, at its own expense, provide OBHS all necessary utilities such as gas, electric, water, garbage collection, and sewer services used on the Premises. OBHS shall be responsible for keeping all areas used by the Welcome Center clean and presentable to the public. OBHS shall perform daily safety, maintenance, and cleaning checks of the grounds and building and promptly notify the City of any safety concerns. The City shall make repairs to the Premises when the City deems necessary, however OBHS shall be responsible for any and all repairs of City property (major or minor) caused by OBHS.

13. Termination of Agreement.

a) Termination Without Cause. Either the City or OBHS may terminate this Agreement, at any time and without cause, upon providing at least sixty (60) days prior written notice of the same to the other party.

b) Termination with Cause. The Ormond Beach City Manager, or designee, is authorized to closely monitor OBHS's operation and use of the Premises and, in the event a factual determination is made by her that OBHS has breached a material term or condition of this Agreement, she shall so notify OBHS, in writing, specifically as to the manner and basis upon which said breach is predicated. If the City Manager determines that OBHS is either unwilling or unable to remedy said breach by taking corrective action within five (5) business days, she may take such action thereon as deemed appropriate, including termination of the Agreement.

c) In the event any portion or all of the premises become unavailable or unusable by OBHS for its intended purposes, by reason of structural incapacity, irreparability, condemnation, or sale of the building, or damage, either party may terminate this agreement without penalty.

14. Capital and Property Improvements.

(a) Any proposed Capital Improvements to the Premises shall be approved by the Ormond Beach City Commission in accordance with applicable laws and the availability of funds. For purposes of this section, "Capital Improvements" are defined as any project(s) that exceed(s) \$25,000 in cost with an expected useful life of two (2) years or longer.

(b) Any and all property improvements that may be proposed by OBHS shall be approved by the Ormond Beach City Manager (or designee), shall comply with local building and permitting requirements applicable to the Premises, and shall become the property of City upon the expiration or termination of this Agreement.

15. Assignment. This Agreement shall not be assignable.

16. Complete Agreement. This Agreement constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

17. Amendment to Agreement. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

18. Notices. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	Ormond Beach Historical Society, Inc.
Joyce Shanahan, City Manager	Joan Skirde, President
(copy to City Attorney)	38 E. Granada Boulevard
22 South Beach Street	Ormond Beach, FL 32174
Ormond Beach, FL 32174	

19. Sovereign Immunity. City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

20. Venue. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

21. Waiver of Conditions. No waiver by City of any condition or breach of performance by OBHS shall constitute an irrevocable, continuing, or subsequent waiver by City of the same condition or breach of performance, or of any other condition or other breach of performance.

22. Attorney's Fees and Costs. As a result of any action or proceeding regarding this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and all taxable costs, through and including any and all appeals, in addition to any damages which may be awarded.

23. Severability. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by OBHS are not materially affected, altered or impaired as a result of said judicial declaration.

24. Effective Date. This Agreement shall become effective on the date it is last executed by the respective parties.

25. Provisions Relative to Risk Management.

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

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

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

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

(e) **Types of Insurance and Limits of Liability.**

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

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

- (2) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance, and the City of Ormond Beach shall be named as an additional insured):
 - a. Premises and Operations
 - b. Personal Injury Liability
 - c. Products & Completed Operations
 - d. Fire Damage Liability
 - e. Blanket Contractual Liability
 - f. Medical Expense

g. Liquor Liability

Certain coverages outlined above may not be required if they do not relate to the Lease, as may be determined at the sole discretion of Owner.

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

\$1 Million	Each Occurrence
\$1 Million	General Aggregate
\$1 Million	Aggregate Products & Completed Operations
\$ 50,000	Fire Damage (any one fire)
\$ 5,000	Medical Expense

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

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

- (4) Requirements for Certificates of Insurance.

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

b. New certificates of insurance shall be provided to Owner at least fifteen (15) days prior to coverage renewals.

c. If requested by Owner, OBHS shall furnish complete copies of OBHS's insurance policies, forms and endorsements.

d. For Commercial General Liability coverage OBHS shall, at the option of Owner provide an indication of the amount of claims

payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate aggregate limit may be required by Owner for the given lease.

e. If OBHS fails to obtain and maintain for the life of the Lease the insurance required hereby or to replace any such expired or canceled policy, Owner may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by Owner in payment of premiums for such insurance shall be promptly reimbursed to Owner by OBHS.

(5) Policies of Insurance

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

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

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

d. Owner shall be named an Additional Insured on all General Liability and Automobile Liability policies of insurance and certificates thereof.

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

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

J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

DATED this 3 day of April, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme

Print Name: Lisa Dahme

Wendy J. Nichols

Print Name: Wendy J. Nichols

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 3rd day of April, 2018.

Witnesses:

ORMOND BEACH HISTORICAL
SOCIETY, INC.

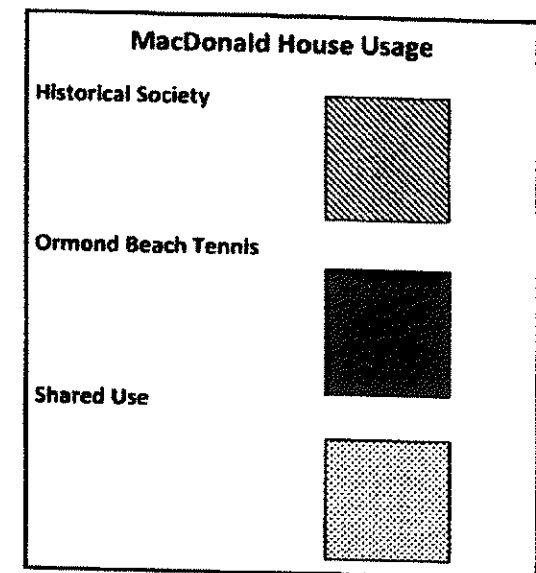
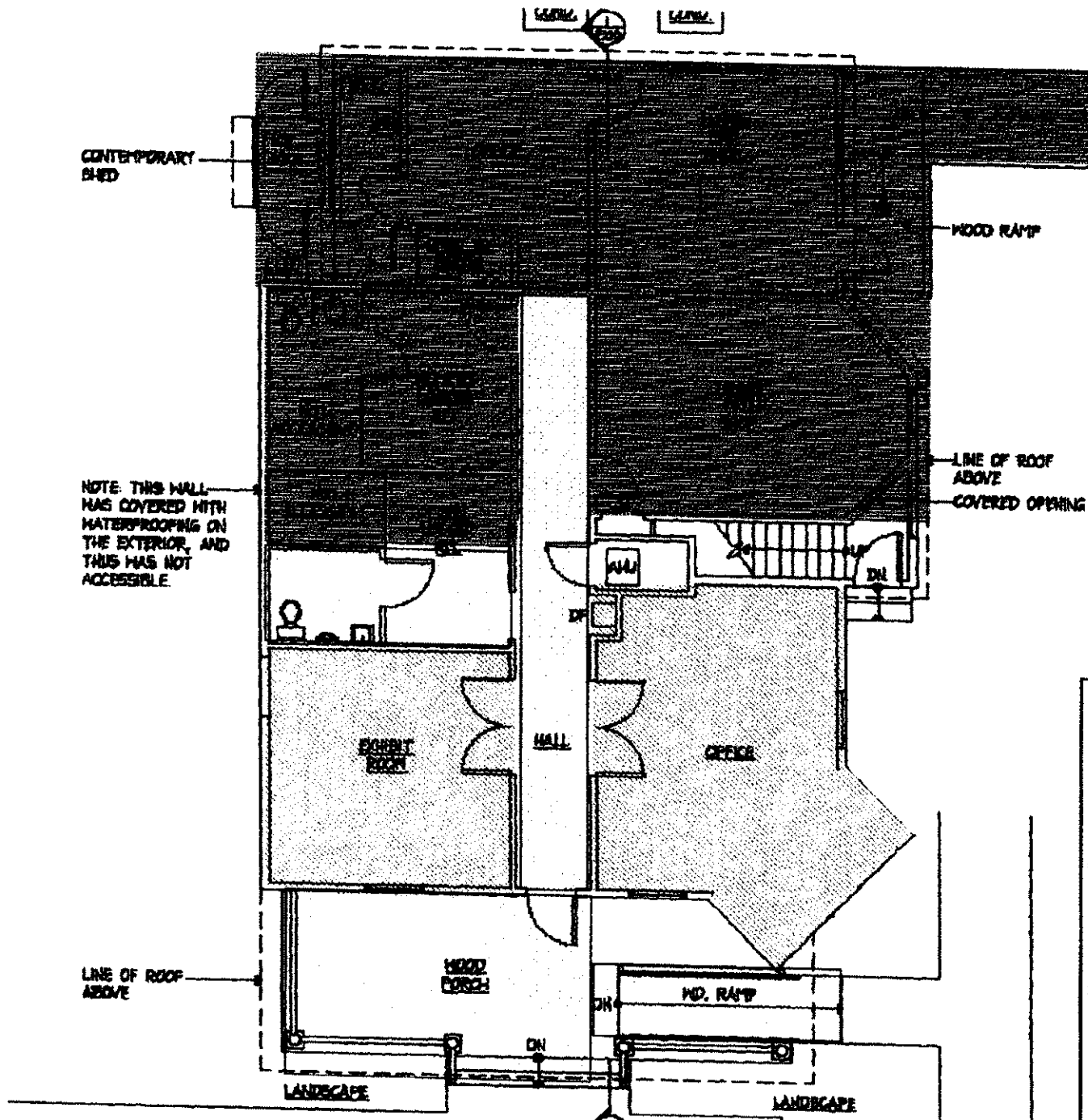
Clay Robinson
Print Name: Clay Robinson

By: Joan Skirch
Print Name: Joan Skirch
Title: President

Jeff Sidwell
Print Name: Jeff Sidwell

Attest: Elysha Petschauer
Print Name: Elysha Petschauer
Title: Executive Director

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Halifax Insurance
1540 Cornerstone Blvd., Suite 200
Daytona Beach FL 32117

CONTACT
NAME:
PHONE
(A/C, No, Ext): 386-677-4761 FAX
(A/C, No): 386-673-5370
E-MAIL
ADDRESS: email@HIPFlorida.com

INSURED
Ormond Beach Historical Society Inc
38 E Granada Blvd
Ormond Beach FL 32176-6511

License#: L100460
ORMOBEA-03

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance Company	18988
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : CNA Insurance Companies	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 469184761

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		72113399	2/14/2020	2/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	21WECAB5XSX	7/25/2019	7/25/2020	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional		596433722	2/15/2020	2/15/2022	Directors & Officers \$1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Charles H. Lybick



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: February 16, 2021

Subject: Auto Renewal Contract - Golden Eagle Associates

Commission Goal: Quality of Life - Other

Introduction

This is notification of staff's intent to allow the Golden Eagle Associates, Inc. agreement to automatically renew for one additional year.

Background

In March 2013, the City Commission authorized, through Resolution No. 2013-59, the execution of an agreement with Golden Eagle Associates, Inc., for concession services at Andy Romano Beachfront Park. The contract states that the agreement will be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. This renewal will be the eighth automatic renewal of this agreement.

Discussion

Golden Eagle Associates, Inc. has continually provided satisfactory concession services at Andy Romano Beachfront Park for the City of Ormond Beach and it is staff's intent to automatically renew their contract for one additional year effective March 20, 2021.

Citizen Impact

The auto-renewal of this concession contract for Andy Romano Beachfront Park will ensure that concessions are provided in a consistent and professional manner. The vendor has successfully provided excellent customer service for the community since the inception of this agreement.

Budget Impact

The auto-renewal of the agreement does not impact the budget.

Recommendation

Staff's intent is to automatically renew the Golden Eagle Associates, Inc. contract for an additional one-year period effective March 20, 2021, unless otherwise directed by the City Commission.

Attachments:

- Golden Eagle Agreement (PDF)
- Golden Eagle Insurance Certificate (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/5/2021


Claire Whitley, Assistant City Manager 2/9/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 2/11/2021

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Golden Eagle Associates, Inc., individually and d/b/a Rita's Ices** ("Contractor"), 212 Cessna Blvd., Unit 7, Port Orange, FL 32128, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 16, 2013, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year and may be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.
3. **Consideration.** Contractor shall pay to the City an Annual Guarantee and an Annual Percentage Fee as set forth on Exhibit "A".
4. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
5. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
7. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

8. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
 Joyce Shanahan, City Manager
 (copy to City Attorney)
 22 South Beach Street
 Ormond Beach, FL 32174

Golden Eagle Associates, Inc.
 Roy Savoca, President
 212 Cessna Blvd., Unit 7
 Port Orange, FL 32128

9. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
10. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
11. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
12. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
13. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
14. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
15. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 14 above. Such payment on behalf of the City shall

be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

17. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

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

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

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

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

	Completed Operations Fire Damage (any one fire)
	\$ 50,000
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

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

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

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

- (d) **Excess Liability**

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

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

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

18. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies

shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on all policies of insurance and certificates thereof.

19. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
20. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

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

DATED this 19th day of March, 2013.

Witnesses:

CITY OF ORMOND BEACH

[Signature]
Print Name: Louis Toway

By: [Signature]
ED KELLEY
Mayor

[Signature]
Print Name: Colby Cilento

By: [Signature]
JOYCE SHANAHAN
City Manager

DATED this 21st day of March, 2013.

Witnesses:

GOLDEN EAGLE ASSOCIATES, INC.

[Signature]
Print Name: Colby Cilento

By: [Signature]
Print Name: ROY SAVOCCA
Title: President

Print Name: _____

Attest: _____
Print Name: _____
Title: _____

EXHIBIT "A"



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Ormond Beach's Andy Romano Beachfront Park Concession

RFP NUMBER: 2013-03

RFP OPENING DATE & TIME: December 12, 2012 – 3:00pm

RFP OPENING LOCATION: 2nd Floor Conference Room, City Hall, 22 South Beach Street

PRE-SUBMITTAL MEETING: N/A

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

PROPOSER'S NAME: Golden Eagle Associates, Inc.

PROPOSER'S MAILING ADDRESS: 212 Cessna Blvd. Unit 7

CITY-STATE-ZIP: Port Orange, FL 32128

F.E.I.N.: 20-8092543

PHONE NUMBER: (386) 682-2111 FAX NUMBER: N/A

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

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

X

Roy Savoca
AUTHORIZED SIGNATURE (MANUAL)

Roy Savoca

NAME (TYPED)

President

TITLE

January 16, 2013

DATED

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF RESPONSES: All submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

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

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

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

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

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

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

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

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

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost

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

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

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

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

TERMS AND CONDITIONS

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

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to provide concession services for the City of Ormond Beach's Andy Romano Beachfront Park (OBARBFPP) as more particularly set forth in this RFP. The concession stand consists of a single-window service counter and a total operating space of 19'8"x 17'8" equipped with triple wash sink, and a power supply consistent with running coolers, ice machines, etc. The successful Respondent or Respondents will demonstrate the ability to provide a safe, consistent and reliable delivery system for the specified goods and services that will:

1. Maximize the public's use and enjoyment of the park;
2. Encourage tourism;
3. Provide an accurate and verifiable system to account for all revenue collected;
4. Provide an accurate and verifiable system to determine the dates and times of operation;
5. Adequately compensate the City of Ormond Beach, as the trustee of the public's interest in Ormond Beach's Andy Romano Beachfront Park and to offset the City's costs of operating and maintaining the park.

II. SCOPE OF SERVICES

Concession Operations

- a) The successful respondent shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to Concessionaires.
- b) The successful respondent shall provide all necessary equipment related to operating a successful concession business. *For Example:* coffee machines, refrigerators, ice machine, coolers, etc., are the sole responsibility of the contracted Concessionaire. The Concessionaire shall make any repairs caused by Concessionaire's negligence at Concessionaire's expense. Existing items within the designated concession stand will remain the City's throughout the duration of the contract. Equipment or replacement equipment desired by the Concessionaire will be acquired and installed at Concessionaire's expense. If any public agency having jurisdiction over such matters require safety or other improvements to any of the equipment used by the Concessionaire in their operations, Concessionaire shall be required to effect these improvements at their sole expense. Any desired modifications to existing concession stand must obtain prior approval by the Director of Leisure Services or his/her designee. All approved modifications become property of the City of Ormond Beach.
- c) The public's right shall not be infringed upon by an activity of the Concessionaire or any of its employees, agents, or subcontractors. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner.

- d) The Concessionaire shall use no undue pressure, coercion or persuasion in an attempt to influence the public to use the services or products of the Concessionaire.
- e) Except as expressly permitted by the resulting contract, solicitation outside of the designated concession area is prohibited.
- f) The Concessionaire shall operate in a manner that will ensure the convenience and safety of the public.
- g) All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official City of Ormond Beach Concessionaire personnel.
- h) The design of such uniforms shall be subject to the prior approval of the City of Ormond Beach's Director of Leisure Services or his/her designee. All uniforms worn shall be maintained in a neat and clean manner.
- i) All employees, officers, agents, and subcontractors of the Concessionaire shall wear photo identification badges that will be furnished by and at the expense of the awarded Respondent.
- j) The City of Ormond Beach's Director of Leisure Services or his designee shall have the right to require any employee(s) of the Concessionaire to be permanently removed from the beach premises whenever it appears to be in the best interest of the City of Ormond Beach.
- k) The Concessionaire shall be required to participate in any food, beverage and product sponsorship agreements currently in place with the City of Ormond Beach or any which may be put in place during the term of the Contract.
- l) The Concessionaire shall offer quality products at competitive prices at least consistent with similar goods and services presently being offered locally in other local facilities.
- m) All pricing for all goods and services are to be posted and visible for all customers.
- n) The concessionaire will be responsible for the signing in and out of the mobility impaired chair (MIC) stored onsite. Please note there is no rental fee associated with the usage of the MIC. Procedures for usage of the MIC will be determined and approved by the Director of Leisure Service or his/her designee.

Maintenance

- a) The Concessionaire shall maintain all facilities and equipment in a clean and sanitary condition. All food and beverage facilities shall be in accordance with all applicable rules, ordinances and/or laws pertinent to the health authorities

of Volusia County, the Florida State Board of Health and any other health department having jurisdiction.

- b) The Concessionaire shall be responsible for maintaining a clean, safe and appealing environment in and around the concession area. The Concessionaire shall develop and adhere to a recycling program approved by the City of Ormond Beach.

Personnel and Experience of the Concessionaire

- a) All persons involved in concession activities are required to undergo a background check and drug test at the Concessionaire's expense. In addition, it is the Concessionaire's responsibility to insure all new hires, officers, and agents, are communicated to the City of Ormond Beach's Director of Leisure Services or his/her designee after completion of the background checks and drug testing. It is the responsibility of the successful Respondent to issue individual identification badges upon successful completion of the background check and drug test. No individual shall be permitted to work in the park without this identification. The City of Ormond Beach reserves the right to request random drug testing of all of the successful Respondent's personnel.
- b) The City of Ormond Beach includes a diverse population and the successful Respondent shall reflect this diversity by encouraging diversity in employment of concessions.
- c) The successful Respondent shall have documented experience in the applicable industry for the goods and services which will be managed. This documentation and references are a requirement and evaluation factor of this RFP.

Concession Fee

- A. As consideration for the City of Ormond Beach granting the concession privileges to the successful Respondent or Respondents, the Concessionaire shall pay to the City of Ormond Beach an Annual Guarantee *and* an Annual Percentage Fee, as follows:

Annual Guarantee:

For each lease year, or pro rata portion thereof, during the term of the Contract, the Concessionaire shall pay to the City of Ormond Beach, in twelve equal payments, monthly in advance, an Annual Guarantee as proposed by the Respondent, *and*

Annual Percentage Fee:

For each lease year during the term of the Contract, the Concessionaire shall pay to the City of Ormond Beach no later than May 15th, an Annual Percentage Fee proposed by the Respondent of the Gross Receipts reported on the previous year's Income Tax Return derived from the operation of the Beach Concession.

- B. The proposed Annual Guarantee and Annual Percentage Fee will be factors in the decision to award a Contract to the successful Respondent. The agreed upon Annual Guarantee and Annual Percentage Fee will increase annually by an amount proposed by

the Respondent, which will also be a factor in the decision to award a Contract. The annual increase of the Annual Guarantee and Annual Percentage Fee will take effect at the anniversary of each Contract term.

- C. This concession fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

Reporting and Financials

- a) The successful Respondent shall ensure all concession venues are equipped with a cash register system with duplicate receipt capability.
- b) Concessionaire shall provide quarterly income statements and will be required to send these reports electronically to the City of Ormond Beach's Director of Leisure Services and City of Ormond Beach Finance Director.
- c) The City of Ormond Beach reserves the right to audit any financial documentation at anytime.
- d) Respondent shall include in the quarter report, days and time worked for the reporting month. This information shall be verifiable through the cash register system.

Menu Items

The successful Respondent is expected to serve quality pre-packaged food, drink and sundry items (example: ice cream, potato chips, crackers, canned/bottled sodas, water, suntan lotion, etc.) to meet the needs of the visiting public. Simple menu items should be offered at competitive prices. Alcoholic beverages are not permitted on the premises. Each proposer will be required to include a sample menu of products to be offered with a proposed price list corresponding to each product.

III. TERM OF AGREEMENT

The successful Respondent shall comply with all federal, state and local rules and regulations regarding food handling, operation of a concession business, and any other laws that would apply to operating a similar type of business. Special attention must be paid to the regulations outlined by the State of Florida, Department of Professional and Business Regulation, Division of Hotels and Restaurants.

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

IV. QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of

Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- Must be a registered Concessionaire in Florida.
 - Must submit copy of license with proposal.
- Must complete all attached contract documents.
- Must submit a sample menu including all items and pricing.
- A schedule of operations must be submitted with proposal and any deviation from that schedule must be approved by the Leisure Services Director or his/her designee.
- Must submit a proposed schedule of hours of operation for the concession for Winter Season and Summer Season. This schedule of hours of operation shall be in the best interests of meeting the needs of the public and will be a factor in the decision to award a Contract to the successful Respondent.

The Concessionaire shall have proven successful and progressive leadership (three years in a like business) in offering to the public those services as outlined. References are required as per the defined Evaluation Criteria listed in this package and shall be submitted on the forms provided with the proposal. A minimum of three (3)/maximum of five (5) customer references should include name and address of agency, length of contract, contact name, telephone number, fax number and email address. A minimum of two (2)/maximum of three (3) supplier references are also required and should include the above information.

V. PROPOSAL PROCESS

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

1. A Submittal Letter signed by authorized agent of the firm with documentation, such as a Memorandum of Authority, that this individual is authorized to commit the firm to a Contract. Clearly state the name, title and contact information for the individual designated by the firm as contact point for any requests for additional information required by Volusia County.
2. A profile of the firm, including:
 - a. A brief history of the business.
 - b. Organizational structure of business.
 - c. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.).
 - d. Ownership interests.
 - e. Active business venues (counties, states, cities, etc.).
 - f. Present status and projected direction of business.
 - g. The overall qualifications of the business to provide the services requested.

- h. The qualifications of the firm's employees who will work on this contract.
 - i. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.
 - j. Federal Identification Number of firm.
3. Business Plan
- The business plan should include the approach to the project and vision of Beach concessions; it should include the following:
- Equipment and inspection plan
 - Training plan
 - Transition plan and timeline
 - Green initiatives.
4. References
- List at least three (3) recent references where the proposed services have been used within the past year.
5. Business Tax Receipt (BTR)
- To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.
6. Concessionaire Registration/License
- Respondent must provide proof of that they have properly registered as a Concessionaire in the State of Florida.
7. Menu:
- Respondent must provide a sample menu with the proposal.

VI. PROPOSAL SUBMITTAL

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

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

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

Deadline for Submission: To be considered, proposals must be received no later than 3:00 p.m., December 12, 2012.

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

Please direct written inquiries to:

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
Chris.byle@ormondbeach.org

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

Proposal Delivery: The City must receive one (1) unbound original and three (3) bound copies of your submittal no later than the date and time specified above. Submit proposals to: Chris Byle, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

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

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

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

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

VII. EVALUATION PROCESS AND CRITERIA

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

Evaluation Criteria:

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

Qualifications and Experience (30 points)

Price (30 points)

References (30 points)

Business Plan (10 points)

Responsive proposals will be ranked in each of the criteria

The City reserves the following rights:

Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposer(s) prior to selection.

Request that Proposer(s) furnish additional information as the City may reasonably require.

Process the selection of the successful Proposer without further discussion.

Accept or reject qualifications or proposals in part or whole.

Limit and/or determine the actual contract services to be included in a contract.

Engage outside experts to assist staff in evaluating the merits and viability of each Proposer.

Obtain information for use in evaluating submittals from any source.

Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of the City of Ormond Beach to do so.

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

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

Registration Requirements

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

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

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

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

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

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

2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

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

(b) Professional Services Contracts

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

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises and Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

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

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

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

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

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

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

- (d) Excess Liability

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

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

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

D. Requirements for Certificates of Insurance

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

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

E. Policies of Insurance

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

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

the terms and conditions set forth in therein.

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

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

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

Addendum Date
Dec. 6, 2012
Jan. 11, 2013

Addendum Number
Number 1
Number 2

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Golden Eagle Associates, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: FEIN 20-8092543

ADDRESS: 212 Cessna Blvd. Unit 7
Port Orange FL 32128

PHONE NO.: (386) 682-2111

FAX NO.: N/A

SUBMITTER'S NAME: Roy Savoca

(Typed or Printed in Ink)

TITLE: President

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

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

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

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

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ 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.
- ☐ 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.

Golden Eagle Associates, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Roy Savoca

NAME (PRINT OR TYPE)

President

TITLE

January 16, 2013

DATE

Golden Eagle Associates, Incorporated

In the spring of 2010 a dispute arose regarding a lease for space in the Pavilion in Port Orange. This resulted in a lawsuit against Golden Eagle Associates, Inc., Roy Savoca, and Kathy Savoca. In the spring of 2011 the dispute was resolved and the suit was dismissed with prejudice.

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)

CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

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

Golden Eagle Associates, Inc.

Company Name

Authorized Signature

Roy Savoca

Print Name

President

Title

**ADDENDUM NO. 1
TO RFP DOCUMENTS FOR**

**Ormond Beach's Andy Romano Beachfront Park Concession:
RFP NO. 2013-03**

December 6, 2012

TO: All Prospective Proposers

SUBJECT: Addendum NO. 1 to the Request for Proposals
Ormond Beach's Andy Romano Beachfront Park Concession
RFP No. 2013-03

This addendum is being issued to provide all prospective proposers with information on answers to questions and inquires to the proposal. **Please note the RFP Opening date has changed and is scheduled for January 18, 2013, at 3:00 p.m., in the Upstairs Conference Room, located at City Hall, 22 South Beach Street, Ormond Beach, Florida.**

In order to give a timely response, **additional questions pertaining to RFP No. 2013-03, Ormond Beach's Andy Romano Beachfront Park Concession will be received until 5 p.m. on January 9, 2013** with a final addendum to be issued shortly thereafter if needed.

1. **Question: The question I have is in the Menu Items section (page 8), "The Successful Respondent is expected to serve quality pre-packaged food, drinks". Does this mean all foods served must be prepackaged and prepared of premises, no Fryer, no Griddle, and no Soda Fountain?**

✓ *The City will consider all proposals whether for pre-package food, prepared food, or a combination of offerings. Microwave ovens, soda fountains, electric commercial hotdog rollers, and similar devices may be utilized. However, the facility is not equipped to facilitate onsite cooking.*

2. **Question: Will there be beach access from the Park, and will there be signage outside the Park indicating this?**

✓ *Yes, there will be beach access from the park. Signage will follow Volusia County standards of design and placement.*

3. **Question: Will the City allow signage, i.e.: *Hershey's Ice Cream*, and would this signage be visible to travelers along A1A?**

✓ *Removable signage will be located at concession window only. The sign will not be visible from A1A as current codes do not allow for this.*

4. Question: The description of the concession stand "consisting of" does not mention air conditioning. Will the building be air conditioned?

✓ Yes

5. Question: Along those lines, I did not see it mentioned who is responsible for utilities costs?

✓ The City of Ormond Beach will supply utilities for the concession stand operation.

6. Question: The bid states "adequately compensate the City of Ormond Beach to offset City costs of operating and maintaining the park". Does the City have an estimate of what those costs will be and, if you can, let me know what percent of those costs you expect to have the concession stand provide.

✓ The City does not have a specific expectation as to the revenue generated by the concession stand in relation to the total cost to operate and maintain the park. Each proposer will need to determine the amount of concession fees they are willing to pay based upon their expected gross margin. The proposed concession fees (annual guarantee amount and annual percentage fee) will be part of the determination for award used by the selection committee.

7. Question: Regarding "properly or neatly attired in uniform as City of Ormond Beach Concessionary personnel", will the City provide the uniforms or will there be a cost to obtain them?

✓ No. It is the successful respondent's responsibility to provide uniforms for their staff.

8. Question: "Initial term of this agreement shall be for one year and automatic renewal for one year thereafter." Does this mean that a new bid offering will go out every two years for the concession stand?

✓ No. Both the City and the winning proposer will have the ability to decide each year if the contract is renewed for another annual term. The language for the terms of the contract are amended to read: The initial term of this agreement shall be for a period of one year with automatic annual renewals thereafter unless either party provides at least ninety days prior written notice to the other party of their intent not to renew the agreement.

9. Question: "Schedule of Operation": Is the City expecting the concession to be open the same hours as the Park.

✓ *No, that is a bid qualifier and as such will be part of the determination for award by the selection committee.*

10. Question: If so, does the City post the hours, i.e.: Park open from dusk to dawn?

✓ *Park hours will be posted.*

11. Question: Will the Park provide a seating area with umbrellas or is there a covered area with picnic tables near the concession?

✓ *The park will have several covered areas with picnic tables.*

12. I am not familiar with the workings of "Payment and Performance Bonds". Would you please provide clarification of this on pages 14 and 15 and the service bond on page 16?

✓ *This is standard language used in all requests for proposals and is not applicable to this particular proposal. Neither payment and performance bonds nor service bonds will be required.*

13. Question: Are there exceptions to payment agreement of the annual guarantee and annual percentage fee in the case of a serious weather condition such as hurricane or tornado which would drastically affect the operation and income of the concession?

✓ *In the event that the concession stand cannot be operated as a result of a natural disaster, the City will consider a request for temporary abatement of the concession fees.*

14. Question: It appears that the concept is that the concession be a full service operation selling in addition to ice cream, a variety of packaged snack and food items. Do you also anticipate that the concessioner would offer cooked items, such as burgers, hot dogs, French fries, etc.?

✓ *As indicated in answer #1, the facility is not equipped for cooking.*

15. How much floor space total is in the RFP

✓ *19'8" x 17'8", 352 square feet.*

16. Will there be a hood installed on the property? If no, can we submit a bid that includes one as well?

✓ *There will not be a hood installed.*

17. Is there a grease trap available? Once again, if no, can we submit a bid that includes one?

✓ *A grease trap is not available.*

18. What is your vision for this property and when can we meet to discuss?

✓ *The vision is to have a concession stand that serves the visitors of Ormond Beach's Andy Romano Beachfront Park with quality food and sundries, while representing the City of Ormond Beach in a positive, professional manner. After reviewing all submissions, the RFP committee will contact the top proposers for further discussion.*

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

**THIS ADDENDUM MUST BE ACKNOWLEDGED AND RETURNED WITH
YOUR RFP**

COMPANY NAME: Golden Eagle Associates, Inc.

SIGNATURE: *R. Savoca*

DATE: Jan 16, 2013

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **Ormond Beach's Andy Romano Beachfront Park Concession, RFP No. 2013-03**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 1

**ADDENDUM NO. 2
TO RFP DOCUMENTS FOR**

**Ormond Beach's Andy Romano Beachfront Park Concession:
RFP NO. 2013-03**

January 11, 2013

TO: All Prospective Proposers

SUBJECT: Addendum NO. 2 to the Request for Proposals
Ormond Beach's Andy Romano Beachfront Park Concession
RFP No. 2013-03

This addendum is being issued to provide all prospective proposers with information on answers to questions and inquires to the proposal. Please note the **RFP Opening** date has not changed and is scheduled for **January 18, at 3:00 p.m.**, in the Upstairs Conference Room, located at City Hall, 22 South Beach Street, Ormond Beach, Florida.

- 1. Question: Are there any food, beverage, or product sponsorship agreements currently in place for the City of Ormond Beach?**

✓ *There are currently no such agreements in place.*

- 2. Question: After the initial drug test; who is responsible for the fees associated with the random drug testing?**

✓ *Random drug testing will be at the sole expense of the contracted concessionaire.*

- 3. Question: Who is responsible for the cleaning and restocking of the restrooms?**

✓ *City of Ormond Beach staff will be responsible for the stocking, upkeep and maintenance of the restrooms.*

- 4. Question: What will the electrical amperage available to the concession stand be?**

✓ *There is a 100amp, single phase service dedicated to the operations of the concession stand.*

- 5. Question: What type of security systems will be installed at the concession stand? Cameras? Safe?**

- ✓ *No safe or cameras are being installed. It is the sole responsibility of the successful respondent to provide any security items they feel are needed to operate.*

6. Question: Will there be access between the office, the utility room, and the concession area?

- ✓ *No, that area is reserved for City of Ormond Beach staff.*

7. Question: The answer given was "The City of Ormond Beach will supply utilities for the concession stand operation." To clarify, does this mean The City will pay monthly utilities charges incurred in and surrounding The Concession, i.e. power, lighting, gas, HVAC bills?

- ✓ *Yes, the City of Ormond Beach will pay water, sewer and electric associated with the operation of the concession throughout the duration of the approved contract.*

8. Question: Please clarify the point you intend to make entitled TAXES, on page 3 of 24. How does this relate to the Concessionaire? Are sales taxes to be collected on menu items bought by the Concessionaire and/or sold at The Concession?

- ✓ *Yes, unless the concessionaire is a bona fide tax exempt entity, the concessionaire is responsible for collecting and reporting all appropriate sales tax associated with concessions operations.*

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

**THIS ADDENDUM MUST BE ACKNOWLEDGED AND RETURNED WITH
YOUR RFP**

COMPANY NAME: Golden Eagle Associates, Inc.

SIGNATURE: *R. Samoca* **DATE:** Jan. 16, 2013

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **Ormond Beach's Andy Romano Beachfront Park Concession, RFP No. 2013-03**; for the City of Ormond Beach.

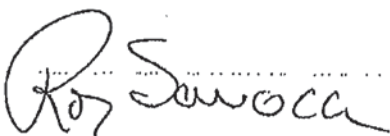
City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 2

Golden Eagle Associates, Incorporated

January 16, 2013

Roy Savoca, President of Golden Eagle Associates, Inc. is a duly authorized representative of the corporation and, as such, is authorized to commit the firm into a contract with the City of Ormond Beach. Roy is the designated point of contact for all information regarding the contract. This proposal is valid until April 30, 2013.



Roy Savoca
President
(386) 682-2111 Office
(386) 451-4838 Cell
roy@savoca.us

Golden Eagle Associates, Incorporated

Firm Profile

Golden Eagle Associates, Inc. is a Delaware corporation registered to do business in Florida. The corporation does business using the names Rita's Ices and Rita's Italian Ices. The corporation opened a store at 2429-41 North Atlantic Ave in Daytona Beach in May of 2008. The corporation operates several mobile carts throughout Volusia County.

The corporation consists of Roy Savoca (50% owner) as President and Kathy Savoca (50% owner) as Vice President.

In addition to the fixed location in Daytona Beach, the corporation operates several mobile facilities at venues including but not limited to, the City of Port Orange – Recreational Sports Facility, Daytona Beach Pop Warner Football, Ormond Beach Pop Warner Football, Bethune-Cookman University (at various sporting events and on campus), the Daytona Cubs, Daytona Lagoon, all Volusia County YMCA Swim meets, Daytona Beach Speed Swimming meets, Spruce Creek HS Swim meets.

The fixed location and the mobile operations have grown since their opening and continue to grow. The current plan is to expand the mobile operations by adding additional facilities and locations. The fixed location will continue to grow through increasing local awareness and increasing the products being offered.

Keeping customers continually interested (and regularly frequenting the location) requires a variety of offerings. The limited space of a concession stand restricts an operator's ability to overstock products. Our ability to operate fixed and mobile locations uniquely positions us for success operating the Andy Romano Park Concession Facility. Our ability to create a varied menu using the fewest base ingredients and the minimum number of dry goods will allow us to save on storage space without sacrificing the variety customers demand to regularly patronize the establishment. The success of our locations (fixed and mobile) demonstrates this ability. Our ability to operate in the variety of venues demonstrates our flexibility to adapt to the various requirements of our hosts. The close proximity of our fixed location will allow us to easily restock items as needed. In any venture of this nature, customer service is a key to success. Our experience in this area is second to none.

Several of the local Colleges and Universities have hospitality programs. Students in these programs are perfect candidates for the concession stand. They have knowledge of the business and, as college students, have demonstrated an ability to learn. We do not limit our search to only hospitality students; we look at any person with strong interpersonal skills and an ability to learn. Our on-campus presence provides the ability to recruit students who meet our criteria. Many of the local people possess the same skills; our contact with them through our fixed location allows us to reach out to them with employment opportunities. We strongly support diversity. Our current staff ranges in age from college age to mid 50s, is multiracial, and men and women.

Federal ID - 208092543

Golden Eagle Associates, Incorporated

Business Plan

A day at the beach should be one of stress free fun. Our vision for the Andy Roman Park Concession stand is to aid in this goal by minimizing the number of items a family (or person) needs to bring to the beach. To accomplish this we will be providing a reasonable source for forgotten items (sunglasses and sunscreen), snacks, hot and cold beverages, breakfast, and lunch.

The business will require a dipping cabinet, a chest freezer, a beverage refrigerator, a refrigerator, a safe, ice maker, 2 cash registers, a hot dog roller, a toaster, hot cheese dispenser, and 2 slow cookers. Our managers will be knowledgeable of all equipment and will call appropriate service technicians when a problem is encountered. We will schedule regular maintenance by certified technicians as specified by the manufacturer or industry standards. The total cost of the equipment is estimated to be less than \$5,000 and will be paid for from company reserves.

We will be using the same training methodology used in our fixed location. The training consists of classroom (or virtual classroom) familiarization with the business, the job details, procedures for making customer products, cleaning, opening and closing procedures, and use of the equipment. This is followed with on site training with an experienced team member. The trainee team member must take a food safety class (Food Safety Management Principle 2nd Edition by NEHA Training) and pass the associated exam.

We anticipate a three pronged approach to opening the concession stand. One prong will be to find and hire a staff. The staff will consist of senior and junior people. We foresee the summer staff being larger than the winter staff. The second prong will be the specifying and purchasing of the equipment. We estimate these steps will take approximately 1 month. The third prong will be to contact the health department and work with them to certify the location. In our past experience this process can be accomplished in a week. This becomes a question of the coordination and timing of the equipment installation, the delivery of inventory, the inspector's availability, and the issuing of the CoFO. After the equipment is installed and tested, we will begin in-store training. The in-store training will take approximately 1 week.

We are strong believers in being "Green". Wherever practical we use green products and methods. We reduce power consumption by using CFLs, turning off unused equipment, setting equipment to minimum setting required, and using times and set back thermostats. We use energy star equipment whenever practical. We serve in green containers i.e. paper cups rather than Styrofoam. We identify all materials which are recyclable and recycle them.

Golden Eagle Associates, Incorporated

Our current beachside location does approximately 26,000 transactions per year; we assume 40% of those transactions occur during "beach" hours. Each transaction consists of 2 to 3 treats. Using this as a basis conservatively we estimate 2.5 times the number of transactions for an on beach location – 26,000 transactions. On the low side; if each transaction consists of 2 \$3.50 items then total sales would be \$182,000 including 6.5% sales tax; 170,892 sales without sales tax. Using \$11.00 per transaction the numbers become \$286,000 and 268,545 respectively.

We propose the following fee schedule:

Annual Guarantee - \$ 10,000
 Percentage of Sales 12% from \$ 100,001 to 175,000
 15% above \$ 175,000

Using the numbers above on 170,892 in sales we would pay

\$ 10,000 - Annual Guarantee
 \$ 20,507 - % Sales
 \$ 30,507 - Total

Using the numbers above on 268,545 in sales we would pay

\$ 10,000 - Annual Guarantee
 \$ 35,031 - % Sales
 \$ 45,031 - Total

We will increase these numbers by 1% per year

Hours of Operation:

Winter - Monday to Thursday - Noon to Park Close
 Friday, Saturday, and Sunday - 10am to Park Close

Summer -- Sunday to Monday -- 8am to Park Close

Golden Eagle Associates, Incorporated

Sample Menu

All prices include Sales Tax

Sunscreen	\$ 7.00
Aloe Vera	\$ 7.00
Sunglasses	\$ 5.00

English Muffin	\$ 1.25
Yogurt Parfait	\$ 2.75

Pulled Pork Sandwich With Cole Slaw and Water	\$ 5.00
--	---------

Pulled Pork Sandwich With Cole Slaw and Soda	\$ 5.50
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Pulled Pork Sandwich With Cole Slaw and Gatorade	\$ 6.00
---	---------

Chicken Breast Sandwich With Cole Slaw and Water	\$ 5.00
---	---------

Chicken Breast Sandwich With Cole Slaw and Soda	\$ 5.50
--	---------

Chicken Breast Sandwich With Cole Slaw and Gatorade	\$ 6.00
--	---------

Add Cheese to Any Sandwich	\$ 0.50
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Hot Dogs with Chips	\$ 3.00
Chili Dogs with Chips	\$ 4.00

Chili with Chips	\$ 4.00
------------------	---------

Bottled Water	\$ 1.00
Bottled Soda	\$ 1.50
Gatorade	\$ 2.00
Fresh Lemonade	\$ 2.50
Coffee/Tea (small)	\$ 1.50
Coffee/Tea (large)	\$ 2.00

Nachos with Cheese	\$ 3.00
Nachos with Cheese and Chili	\$ 4.00

Golden Eagle Associates, Incorporated

References

Venues

Bethune-Cookman University

Matt Knox – Assistant Athletic Director Marketing and Promotions

(386) 481-2033

(386) 481-2238 FAX

knoxm@cookman.edu

Fall 2011 – current

Daytona Cubs

Josh Lawther – Assistant General Manager

(386) 257-3172

(386) 257-3382

joshlawther@daytonacubs.com

Spring 2010 – Current

City of Port Orange – Parks and Recreation

Mike Peace – Athletic Supervisor

(386) 506-5855

(386) 756-5351

mpeace@port-orange.org

Fall 2011 – Current

Suppliers

B&S Paper & Janitorial Supplies

JoAnn Biddle – Account Manager

(386) 253-1860

(386) 253-4082 FAX

jorunn22@aol.com

Restaurant Depot

Craig Miller

(718) 559-4221

(718) 359-9079

cmiller@jettrord.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ancient City Insurance 2800 N Fifth St Suite 301 St Augustine FL 32084	CONTACT NAME: PHONE (A/C, No, Ext): (904) 827-1915 FAX (A/C, No): E-MAIL: stephanie@ancientcityinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Centauri Insurance NAIC # 12573 INSURER B: Employers Preferred Ins Co (EP) 10346 INSURER C: INSURER D: INSURER E: INSURER F:
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INSURED (386) 451-4742
 Golden Eagle Associates Inc dba Ormond Beach
 Concessions
 212 Cessna Blvd Unit 7
 Port Orange FL 32128

COVERAGES

CERTIFICATE NUMBER: Cert ID 6292

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	BOP000054904	06/14/2020	06/14/2021	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Hired & Nonowned A \$ 300,000
						COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$						
						\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	EIG237162404	06/06/2020	06/06/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
						\$

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

Holder is additional insured with respects to General Liability coverage evidenced herein.

CERTIFICATE HOLDER

CANCELLATION

City of Ormond Beach
 22 S Beach St
 Ormond Beach FL 32174

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

AUTHORIZED REPRESENTATIVE

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CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: February 16, 2021

Subject: Auto Renew Contracts for Miscellaneous Crafts & Trades Services - As Needed

Commission Goal: Quality of Life - Other

Introduction

This is notification of staff's intent to allow the contracts for "Miscellaneous Crafts & Trades Services - As Needed" for Carpentry, Fire Alarm Monitoring Equipment Services, Fire Suppression Systems, Plumbing, HVAC, Flooring, Roofing, Fencing, Painting, Docks/Decking, Electrical, Elevator Inspections & Repair Services, including Wheelchair Lifts, Emergency Removal & Repair of Shade Structures, Pest Control Services, Pool/Splash Pad Maintenance and Audio/Visual, and Theatrical Equipment Servicing to auto-renew for one additional year.

Background

In March 2018, the City Commission authorized, through Resolution No. 2018-35, the execution of an agreement with the following firms and the associated category of work:

1. **Ruby Builders, Inc.** (carpentry)
2. **Ellis Mechanical Corp.** (plumbing)
3. **Flair Service, Inc.** (HVAC)
4. **Carpet Wholesalers d/b/a Discount Carpet** (flooring)
5. **A.A.T. Roofing, LLC** (roofing)
6. **Southern Painting and Waterproofing** (painting/waterproofing)
7. **Fence Services d/b/a AAA Fence** (fencing)
8. **Custom Built Docks, Inc.** (docks/decking)
9. **Premier Elevator** (elevator inspections and repairs)
10. **Village Key and Alarm** (fire alarm monitoring)
11. **Village Key and Alarm** (fire suppression systems)
14. **Economy Electric** (electrical services)
15. **Peach Tree Pest Control** (pest control services)

Then in May 2018, the City Commission authorized, through Resolution No. 2018-56,

the execution of an agreement with the following firms and the associated category of work:

1. **JD's Atlantic Pool Service, LLC** (pool/splash pad maintenance services)
2. **Protechs of Central Florida, Inc.** (audio/visual and theatrical equipment services)

The contracts state that the agreement will be automatically renewed for additional one (1) year periods (not to exceed four (4) additional one-year periods) unless either party provides at least sixty (60) days prior written notice to the other party of their intent not to renew the agreement. This will be the third auto-renewal of this agreement.

Discussion

The listed contractors have continually provided satisfactory craft & trade work for the City of Ormond Beach and it is staff's intent to auto-renew their contracts for one additional year effective March, 2021, and May, 2021; respectively.

Citizen Impact

By having a miscellaneous crafts & trades services contract in place, the City has the ability to provide much needed repairs and improvements in a timely manner and at a more competitive price, which is beneficial in providing quality and consistent services for residents.

Budget Impact

The Facilities Renewal and Replacement Fund FY 2020-21 Budget includes funds for various Miscellaneous Crafts & Trades projects. Additionally, smaller projects which are done on an as-needed basis are funded through the General Fund Building Maintenance account. It is important to note that larger trades projects (in excess of \$25,000) would not fall under these contracts, would be bid separately, and would be brought to the City Commission for approval.

Recommendation

Staff's intent is to auto-renew the agreements for the contractors listed above for an additional one-year period, unless otherwise directed by the City Commission.

Attachments:

- RES NO 2018-35 (PDF)
- RES NO 2018-56 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/5/2021


Claire Whitley, Assistant City Manager 2/9/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 2/11/2021

RESOLUTION NO. 2018-35

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF MISCELLANEOUS CRAFTS & TRADES CONTRACTS WITH FIFTEEN (15) FIRMS FOR: CARPENTRY, PLUMBING, HVAC, ELECTRICAL, FLOORING, PAINTING/WATERPROOFING, ROOFING, OVERHEAD DOOR, FENCING, DOCKS/DECKING, ELEVATOR INSPECTIONS & REPAIRS, SHADE STRUCTURE REPAIRS, FIRE ALARM MONITORING, FIRE SUPPRESSION SYSTEMS, PRESSURE/POWER WASHING AND PEST CONTROL SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2018-12; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP No. 2018-12) for carpentry, plumbing, HVAC, electrical, painting/waterproofing, flooring, roofing, overhead door/electric gates, fencing, docks/decking, elevator inspections & repairs, shade structure repairs, fire alarm monitoring, fire suppression systems, pressure/power washing and pest control services relative to various projects throughout the City on an as-needed basis (“the Project”) (*a copy of the form of RFP No. 2018-12 is attached hereto as Exhibit “A” and is incorporated herein by reference*), and

WHEREAS, the City's evaluation committee has reviewed the proposals received and has selected fifteen (15) firms to provide the aforescribed professional services based on the evaluation criteria as stated in the RFP, and

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

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

SECTION ONE. The City Commission hereby approves the generic form of the miscellaneous crafts & trades contract for the aforementioned services relative to various projects

throughout the City. *A copy of the form of the contract is attached hereto as Exhibit "B" and is incorporated herein by reference.*

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute contracts for the aforescribed services with the following firms and the associated category of work:

1. Fence Service, Inc. d/b/a AAA Fence (fencing)
2. A.A.T. Roofing, LLC (roofing)
3. Custom Built Docks, Inc. (docks/decking)
4. Carpet Wholesaler, Inc. d/b/a Discount Quality Flooring (flooring)
5. Economy Electric Company (electrical)
6. Ellis Mechanical Corporation (plumbing)
7. Flair Service, Inc. (HVAC)
8. Miner Florida, Ltd. (overhead door/electric gates)
9. Peachtree Pest Control (pest control)
10. Premier Elevator Company, Inc. (elevator inspections & repairs)
11. Ruby Builders, Inc. (carpentry)
12. MCH Mechanical, LLC d/b/a Soap & Sea Soft Washing (pressure/power washing)
13. Southern Painting & Waterproofing, LLC (painting/waterproofing)
14. Village Key and Alarm, Inc. (fire alarm monitoring and fire suppression systems)
15. Well-Groomed Lawn Services, LLC (shade structure emergency removal)

SECTION THREE. All other proposals within a particular category described above relative to the aforescribed Project shall be deemed rejected upon the execution of all contracts with those firms in a particular category as listed in SECTION TWO above under the.

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

APPROVED AND AUTHENTICATED this 20th day of March, 2018.



BILL PARTINGTON
 Mayor

ATTEST:



J. SCOTT McKEE
 City Clerk



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Miscellaneous Crafts and Trades Services (As Needed)**

RFP NUMBER: **2018-12**

RFP OPENING DATE & TIME: **January 08, 2018 2:00PM**

RFP OPENING LOCATION: **City Hall-Upstairs Conference Room**

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

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

FAX NUMBER: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be

initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

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

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

STATEMENT OF PURPOSE:

The City of Ormond Beach, Florida, is soliciting proposals and intends to select one or more qualified contractors interested in performing repair and renovation services at City facilities on a time and materials basis. It is the intent of the City to enter in to a contractual agreement (or agreements) with crafts and trades contractors to do work on an "as needed" basis. The contract(s) will be for miscellaneous short-term projects requiring services relative to the following fields of work: carpentry; plumbing; HVAC; electrical; painting; flooring; roofing; overhead door/electric gates; fire suppression equipment; fencing; docks/decking; elevator inspections and repairs, including wheelchair lifts; emergency removal of shade structure services; fire alarm monitoring; pressure/power washing; audio/visual & theatrical equipment; pool/splash pad maintenance; and pest control. Contractors may submit quotations for one, more than one, or all of the aforementioned fields of work.

AWARD OF CONTRACT:

The City of Ormond Beach reserves the right to award one or more, all-inclusive contracts or to award multiple, field-of-work specific contracts, whichever is in the best interest of the City. However, it is anticipated that multiple awards will be made. The City seeks to accept the most responsive, responsible proposal(s), thus allowing City departments to choose the contractor(s) that best meets their requirements based on factors including, but not limited to, price, availability, and experience.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of one (1) year. The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Contract expiration date not to exceed four (4), additional one year terms.

SUBMITTAL INSTRUCTIONS:

Proposal Delivery: Submit one (1) **signed original**, and three (3) copies of the **complete** RFP packet, with all required attachments, by the closing date and time specified above. Submittals received after the closing time will not be accepted. Submit proposals to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. **Late proposals will not be accepted.**

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

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

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

GENERAL INSTRUCTIONS:

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks.

Quantities: The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to issue any work orders under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract however, a yearly expenditure of approximately \$300,000 for miscellaneous crafts and trades services is anticipated. That amount is an estimate of the combined yearly expenditure for all fields of work and may increase or decrease due to unknowable circumstances. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs.

Response Time: Contractor shall be able to start all non-emergency projects within five (5) working days of authorization from the City. The Contractor shall complete each non-emergency job within the time specified in their project estimate. Contractor shall respond to calls for emergency service within four (4) hours after notification from the City. For the purpose of this proposal, an "emergency" is defined as any conditions which is a threat to the health, welfare or safety of people and/or property or a condition that will adversely affect an essential public service, as determined solely by the City. **Contractor shall provide a twenty-four hour call answering services.**

Work Standards: All work shall be performed according to the standards of the industry and to the complete satisfaction of the City. All work shall conform fully with the City of Ormond Beach Code of Ordinances. Contractor shall be licensed by the State of Florida and registered by the City. All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA) standards, State and County Safety and

Occupational Health Standards and any other applicable rules and regulations. Also Contractor (and subcontractors) shall be held totally responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Material and Parts: All materials and parts to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the City of Ormond Beach. All equipment, material and parts that the City desires to salvage shall be removed and stored in an area selected by the City.

Warranty: All work performed by the Contractor, under this Contract, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the City determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor, at no additional expense to the City. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the City. Any damages to City property caused by the Contractor's personnel while performing work under this contract shall be fully repaired at the Contractor's expense.

Charges: Billable hours paid under this contract shall be only for productive hours at the job site or for work performed at the Contractor's shop. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is to be considered Contractor's overhead and shall be included in the hourly rates quoted for labor or services.

Regular service calls shall be made available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work requested outside of these times shall be considered "after hours" service and may be charged at the rates specified in the proposal.

Invoices for materials and/or equipment supplied and installed by the Contractor shall show Contractor's actual cost, including any and all discounts offered by their supplier, plus the agreed upon percentage markup. Material and equipment prices are subject to verification. **The City reserves the right to furnish the necessary materials or equipment, and may do so when deemed to be in its best interest of the City.**

Annual Rate Adjustment: Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Facilities Maintenance Contract Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor

Statistics, for the preceding July 1 – June 30 period. **The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year.** Increases will not be retroactive. The adjusted rate, if approved, shall take effect on October 1, of the year in which approved. If the parties cannot agree to such an adjustment, either party may terminate this Agreement sixty (60) days from the receipt of a written notice of termination.

Estimates: Contractor shall provide written "not-to-exceed" or "firm fixed-price" estimates on all work that is likely to exceed five hundred dollars (\$500), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion. Contractor shall verbally respond to requests for estimates for non-emergency work within two (2) business days of the request, and provide written estimates within three (3) business days thereafter. It shall be the Contractor's responsibility to ensure they have all the information necessary to prepare fair and accurate estimates.

Competitive Price: It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform the Contractor. If an agreement on a competitive price cannot be reached, the City may elect to use another contractor to perform the work.

Purchase Orders: Work exceeding \$500 will be authorized through a City purchase order. Purchase orders issued pursuant to the pending work will include only the cost of labor, materials and parts as noted in the Price Schedule.

Large Projects: No single project estimated to cost over \$25,000 will be performed under the terms of this contractual agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

Workmanship And Inspection: All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any Contractor employee from the work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

Unsatisfactory Work: In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and shall correct the work at no additional cost to the City. All emergency work shall be corrected immediately. Non-emergency work shall be corrected within twenty-four (24) hours of notification.

Clean-Up: The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request

by the City's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

Protection Of Property: The Contractor shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the monies due the Contractor.

Protection Of Materials: It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the City's representative regarding any needed storage of materials, parts and equipment. Such storage shall be done in such a manner as not to interfere with the City's daily operations. Contractor shall be held reasonable for any and all accidents caused by negligence from this source. The City does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

Employees Of The Contractor: No one, except authorized employees of the Contractor, are allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor. At the City's option, security screenings of all Contractor employees performing work may be required.

CITY'S RESPONSIBILITIES:

The City's Facilities Maintenance Contract Manager (or his designee) shall be responsible for:

- Instructing the Contractor of the scope of work and of the materials and parts which may be needed, when applicable.
- Approving a record of time and materials used for the job and state on the work ticket that they have inspected and accepted the work performed and the date.
- In the event that overtime rates are required to complete the work, prior approval shall be obtained from the City's representative.
- Processing invoices for labor, materials and parts supplied and installed by the Contractor in a timely manner. Invoices shall show Contractor's actual cost of materials and parts (including any and all discounts offered by their supplier) plus the agreed upon percentage markup. Material and parts prices are subject to verification. The City reserves the right to furnish the necessary materials and parts, and may do so when deemed to be in its best interest of the City.

Payment: Payment will be made only after satisfactory completion of the work. Invoices approved by the Facilities Maintenance Contract Manager (or his designee) will be paid by the City within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices, along with signed work report recording time and material for each job performed to the City's Facilities Maintenance Contract Manager or, Leisure Services Department, 501 N. Orchard Street, Ormond Beach, FL 32174. When billing by monthly statement, submit statements directly to the Accounts Payable office, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach FL 32174.

Evaluation Criteria: Proposals will be evaluated based on the following criteria:

- Contractor's Price. (50pts)
- Contractor's years of experience in the field. (20pts)
- Contractor's ability to meet all licensing and risk management requirements. (10pts)
- Contractor's references and past experiences. (20pts)

CONTRACTOR'S RESPONSIBILITIES:

Contractor's Qualifications: By responding to this Request for Proposal, the Contractor warrants and represents itself to be experienced and an expert in the field of service(s) contemplated. Contractor further understands that in awarding an agreement, the City of Ormond Beach is relying upon the representations and warranties of the Contractor(s) herein contained.

Contractors are required to be "certified contractors", licensed and insured in the State of Florida. Respondents shall accompany their proposal with a current copy of their contractor's license and insurance.

In addition to the above, each Contractor is required to submit the following information:

- A statement showing that the Contractor can meet all **licensing and risk management requirements** and has the experience, ability and equipment to perform the work described herein, and has been actively and regularly engaged in the business, performing the type of work described herein, for a minimum of five (5) years. Submit copies of current licenses and insurance.
- A list of **satisfactory references** for at least three (3) similar projects or work of a similar nature. For each reference, include the name and location of the project or work; the name, address, telephone and fax number of the project manager or authorized contact person; and a brief description of the work.

Proposals received without the requested information may be considered non-responsive.

Contractor General Supervision: Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the Contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with the City's Facilities Maintenance Contract Manager (or his designee). The cost of Contractor's general supervision shall be an element of the Contractor's overhead burden in the applicable hourly labor rates.

Working Supervisor Defined: The Working supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, recordkeeping and reporting duties. Typical responsibilities of a Working supervisor shall include, but not be limited to, the following:

- Visits construction sites to determine equipment and materials needs and provides this information to the City's Facilities Maintenance Contract Manager (or his designee);
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications;
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established construction safety policies, procedures and regulations;
- Provides technical assistance to workers in the area of specialty;
- Reviews and resolves project quality, scheduling and progress problems;
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during nonworking periods and during emergencies;
- Working supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

Personnel: All Contractor personnel providing services to the City under the terms of this contract shall be full-time, permanent employees of the contracted company only, **unless** express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by the City's Facilities Maintenance Contract Manager (or his designee). The Contractor(s) shall only use tradesmen 18 years or older, who have not been convicted of a felony or first-degree misdemeanor.

Personnel Classifications: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual rates in the Price Schedule.

1. JOURNEYMAN shall have a minimum of five (5) years of experience.
2. APPRENTICE shall have a minimum of two (2) years experience working directly with a Journeyman.

3. HELPER shall have a minimum of one (1) year experience working directly with a Journeyman.
4. WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years experience, including two (2) years in a supervisory or leadership capacity.

NOTE: For those crafts and trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman, Apprentice and Helper standards.

Personnel Conduct: All individuals performing services under this contract shall adhere to City of Ormond Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any City sites. Additionally, all individuals will adhere to and comply with the requirements as generally set forth in the terms and conditions of this RFQ.

Contractor shall notify City personnel and follow customary check-in procedures when they are physically on-site at any City facility. All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e.- drivers license, ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

Work Proposals: Prior to performance of any work, the Contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by the City's Facilities Maintenance Contract Manager (or his designee). Failure to do this shall not excuse the Contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the Contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform the City's Facilities maintenance Manager (or his designee). Any work done after such discovery, without authorization, will be done at the Contractor's risk.

Based on the site examination, the Contractor shall submit a written work proposal detailing the required personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Price Schedule). Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. The Contractor will provide his own hand tools, including powered hand tools. The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by the City's Facilities Maintenance Contract Manager (or his designee).

The City reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by the City without prior authorization from the City's Facilities Maintenance Contract Manager (or his designee).

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the City and Contractor for out-of-scope work. The Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Permits: Contractor is responsible for pulling all applicable permits and scheduling applicable inspections with the City's Building Inspections Office.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS:

The Contractor, including any Sub-Contractor's, shall be **registered** to do business in the City of Ormond Beach and shall provide proof of, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance and Service Bond** as specified in the attachment marked as: **Exhibit "A", Requirements of the City of Ormond Beach**, shall be incorporated in and made part of the contract documents.

SCOPE OF SERVICES:

The work will be performed on an "as-needed" basis. The work covered by this contract consists of repair, installation and/or renovation services, including, but not limited to: **carpentry** (rough and finished carpentry, including repair, installation and light demolition), **docks/decking** (repair, renovation, pile driving), **plumbing** (repair and installation of piping and plumbing fixtures), **HVAC** (repair and installation), **electrical** (installation, repair and maintenance), **painting/waterproofing** (painting interior/exterior), **flooring** (carpet, tile and wood floor repair and installation), **roofing** (repair and installation), **overhead door/electric gates** (repair and installation) **fire suppression systems** (repair, maintenance, and inspections), **fencing** (repair and installation) **elevators and wheelchair lifts** (inspections service and repairs) **shade structures** (emergency removal, installation and repairs) **fire alarm monitoring** (equipment monitoring and repairs) **pressure/power washing** (pressure cleaning) **audio/visual and theatrical** (service repair and installation), **pool/splash pad maintenance** (proper chemical balance and pump repairs), and **pest control** (treatment and prevention). The Contractor shall provide all the labor, materials and tools required to satisfactorily complete the Work.

The scope of each specific project will be identified by the City's Facilities Maintenance Contract Manager (or his designee) with sufficient detail to enable the Contractor to

fully understand the scope of the work. A meeting with the Facilities Maintenance Contract Manager (or his designee) regarding the work may be held to further clarify all aspects of the project. If the work will exceed \$500, the Contractor will provide the City with the estimated cost for accomplishing the work, based on the labor, materials and parts rates as established in the contract agreement, and a **written project schedule**. This price and schedule will be reviewed by the City and if further negotiations are necessary, they will be conducted by the Facilities Maintenance Contract Manager (or his designee) with the Contractor. Once an agreement for the work has been established, the City will issue a Purchase Order to the Contractor. Small projects, not exceeding \$500 in total cost, can be verbally authorized by the City's Facilities Maintenance Contract Manager (or his designee). Inspection and contract administration for the projects will be performed by the City.

CONTRACTOR'S PROPOSAL:

Pursuant to the City of Ormond Beach's Request for Proposal (RFP No. 2018-12) including the Scope of Services and all terms, conditions, provisions and exhibits contained therein, the undersigned Contractor hereby proposes to do all the work and furnish all superintendence, labor, machinery, equipment, tools, materials and parts necessary to perform and complete the work upon which he quotes, as detailed and set forth in this RFQ and binds himself, upon the City's acceptance of his proposal, to execute a contractual agreement with the City for performing and completing the said work within the required time, and furnish all guarantees, for the prices stated in the following Price Schedule for this **Miscellaneous Crafts and Trades Services (As-Needed)** project. It is understood that any quantities of work referenced in this RFP are only approximate and are subject to increase or decrease and the undersigned Contractor offers to do the work at the unit price(s) stated in the Price Schedule regardless of any actual quantities ordered.

Inquiries:

Questions relating to this solicitation should be directed to the City's Purchasing Coordinator, Robert Schattie, c/o City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida 32174; Facsimile 386-676-3374; e-mail: robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via Onvia DemandStar.com. In order to give a timely response, NO questions will be responded to after **December 25, 2017**. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

Contractors may submit proposals for one, more than one, or all of the following fields of work.

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
CARPENTRY		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
PLUMBING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
HVAC		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Refrigerant (Cost plus %)	_____ %
4.	Replacement Units (Cost plus %)	_____ %
5.	Rental Equipment (Cost plus %)	_____ %
6.	Journeyman or equivalent (regular time)	\$ _____ /per hour
7.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
8.	Apprentice or equivalent (regular time)	\$ _____ /per hour
9.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
10.	Helper or equivalent (regular time)	\$ _____ /per hour
11.	Helper or equivalent (after hours time)	\$ _____ /per hour
12.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
13.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
14.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
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(RFP No. 2018-12)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
FLOORING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
ROOFING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
ELECTRICAL		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour
13.	Bucket/Line Truck Rental 55 ft. (incl. one electrician)	\$ _____ /per hour
14.	Bucket/Line Truck Rental 80 ft. (incl. one electrician)	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
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(RFP No. 2018-12)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
PAINTING / WATERPROOFING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
OVERHEAD DOOR/ELECTRIC GATES		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
	FIRE SUPPRESSION EQUIPMENT, INSPECTIONS, AND REPAIR.	
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
FENCING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
DOCKS/DECKING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Pile Driving (Cost plus Material)	_____ %
4.	Rental Equipment (Cost plus %)	_____ %
5.	Journeyman or equivalent (regular time)	\$ _____ /per hour
6.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
7.	Apprentice or equivalent (regular time)	\$ _____ /per hour
8.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
9.	Helper or equivalent (regular time)	\$ _____ /per hour
10.	Helper or equivalent (after hours time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
12.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
13.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

PRICE SCHEDULE

ITEM DESCRIPTION

**Elevator Inspections and Repairs Services,
Including Wheelchair Lifts**

UNIT PRICE

- | | | |
|----|--|--------------------|
| 1. | Materials and Parts costing \$0-\$100 (percent above Contractor's cost) | _____ % |
| 2. | Materials and Parts costing over \$100 (percent above Contractor's cost) | _____ % |
| 3. | Inspections/Testing (non-urgent service call) | \$ _____ /per hour |
| 3. | Repairs/Labor (non-urgent service call) | \$ _____ /per hour |
| 4. | Repairs/Labor (urgent service call) | \$ _____ /per hour |
| 5. | Repairs/Labor (emergency service call) | \$ _____ /per hour |
| 6. | Repairs/Labor (after hours service call) | \$ _____ /per hour |

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

PRICE SCHEDULE

ITEM DESCRIPTION

**Emergency Removal and Repair of Shade
Structures**

UNIT PRICE

- | | | |
|----|--|--------------------|
| 1. | Materials and Parts costing \$0-\$100 (percent above Contractor's cost) | _____ % |
| 2. | Materials and Parts costing over \$100 (percent above Contractor's cost) | _____ % |
| 3. | Labor (non-urgent service call) | \$ _____ /per hour |
| 4. | Labor (urgent service call) | \$ _____ /per hour |
| 5. | Labor (emergency service call) | \$ _____ /per hour |
| 6. | Labor (after hours service call) | \$ _____ /per hour |

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

PRICE SCHEDULE

ITEM DESCRIPTION

Fire Alarm Monitoring Services

UNIT PRICE

- | | | |
|----|--|--------------------|
| 1. | Materials and Parts costing \$0-\$100 (percent above Contractor's cost) | _____ % |
| 2. | Materials and Parts costing over \$100 (percent above Contractor's cost) | _____ % |
| 3. | Labor (non-urgent service call) | \$ _____ /per hour |
| 4. | Labor (urgent service call) | \$ _____ /per hour |
| 5. | Labor (emergency service call) | \$ _____ /per hour |
| 6. | Labor (after hours service call) | \$ _____ /per hour |

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

PRICE SCHEDULE

ITEM DESCRIPTION

Pressure Washing/Power Washing Services

UNIT PRICE

- | | | |
|----|--|--------------------|
| 1. | Materials and Parts costing \$0-\$100 (percent above Contractor's cost) | _____ % |
| 2. | Materials and Parts costing over \$100 (percent above Contractor's cost) | _____ % |
| 3. | Labor (non-urgent service call) | \$ _____ /per hour |
| 4. | Labor (urgent service call) | \$ _____ /per hour |
| 5. | Labor (emergency service call) | \$ _____ /per hour |
| 6. | Labor (after hours service call) | \$ _____ /per hour |

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

PRICE SCHEDULE

ITEM DESCRIPTION

**Audio/Visual & Theatrical Equipment and
Services**

UNIT PRICE

- | | | |
|----|--|--------------------|
| 1. | Materials and Parts costing \$0-\$100 (percent above Contractor's cost) | _____ % |
| 2. | Materials and Parts costing over \$100 (percent above Contractor's cost) | _____ % |
| 3. | Labor (non-urgent service call) | \$ _____ /per hour |
| 4. | Labor (urgent service call) | \$ _____ /per hour |
| 5. | Labor (emergency service call) | \$ _____ /per hour |
| 6. | Labor (after hours service call) | \$ _____ /per hour |

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
Splash pad/pool maintenance
(RFP No. 2018-12)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Monthly</u>	<u>Annually</u>
1.	Andy Romano Beachfront Park Full service pool/splash pad maintenance, including, but not limited to, chemicals needed to test and balance water chemistry including pH, calcium, alkalinity, chlorine and stabilizer. Service to be 7 days per week. Splash pad is not in operation Dec. through Feb.		
2.	South Ormond Neighborhood Center Full service pool/splash pad maintenance, including, but not limited to, chemicals needed to test and balance water chemistry including pH, calcium, alkalinity, chlorine and stabilizer. Service to be 7 days per week. Splash pad is not in operation Dec. through Feb.		
3.	Labor (emergency service call)	\$ _____	/per hour
4.	Labor (after hours service call)	\$ _____	/per hour

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

Pest Control Services

Location	Address	Quantity	U.O.M.	Unit Price	Annually
City Hall	22 South Beach Street	12	Monthly		
Ames House	173 South Beach Street	12	Monthly		
Ames House Annex	173 South Beach Street	12	Monthly		
Ames Park	173 South Beach Street	12	Monthly		
Police Dept.	170 West Granada Blvd.	12	Monthly		
P.A.L. House	194 Central Ave.	12	Monthly		
Fire Station # 91	364 South Atlantic Ave.	12	Monthly		
Fire Station # 92	189 South nova Rd.	12	Monthly		
Fire Station # 93	300 Wilmette Ave.	12	Monthly		
Fire station # 94	2301 Airport Rd.	12	Monthly		
Public Works	501 North Orchard St.	12	Monthly		
Fleet Maint. Admin.	500 North Orchard St.	12	Monthly		
Performing Arts	399 North US1	12	Monthly		
Senior Center	351 Andrews Street	12	Monthly		
Casements	25 Riverside Drive	12	Monthly		
Nova Gymnastics	400 North Nova Rd.	12	Monthly		
Bailey Riverbridge	1 North Beach Street	12	Monthly		
Memorial Art	78 East Granada Blvd.	12	Monthly		
O.B.Tennis Center	38 East Granada Blvd.	12	Monthly		
Shuffleboard	700 Hull Rd.	12	Monthly		
Nova Gym.	442 North Nova Rd.	12	Monthly		
Nova Tennis Center	440 North Nova Rd.	12	Monthly		
Nova Concession	440 North Nova Rd.	12	Monthly		
Nova East Field	401 North Nova Rd.	12	Monthly		
S.O.N.C.	176 Division Ave.	12	Monthly		

Airport tower	725 Hull Rd.	12	Monthly		
Airport Sports Office	700 Hull Rd.	12	Monthly		
Airport Sports Baseball Bldg..	700 Hull Rd.	12	Monthly		
Airport Sports Softball quad	700 Hull Rd.	12	Monthly		
Airport Sports	700 Hull Rd.	12	Monthly		
Airport Sports	700 Hull Rd.	12	Monthly		
W.T.P. admin.	301 Jefferson Street	12	Monthly		
W.W.T.P. Admin.	550 North Orchard Street	12	Monthly		
Bait house	1 South Beach Street	12	Monthly		
Casen Park	1 South Beach Street	12	Monthly		
Fortunato Park	2 John Anderson Rd.	12	Monthly		
Central Park 1	601 Fleming Ave.	12	Monthly		
Central Park 2	601 Hammock Lane	12	Monthly		
Sanchez Park	329 Sanchez Ave.	12	Monthly		
Andy Romano Park	839 South Atlantic Ave.	12	Monthly		
Environmental Discovery Center	601 Division Ave.	12	Monthly		
Airport Sports Pride Restrooms	700 Hull Rd.	12	Monthly		
Airport Sports Soccer concession	700 Hull Rd.	12	Monthly		
Airport Sports Soccer Meeting room	700 Hull Rd.	12	Monthly		
Nova Skate Park	440 North nova Rd.	12	Monthly		

- **A date to inspect facilities for pest control services will be provided. Prospective bidders are urged to attend.**

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

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

COMPANY NAME

SIGNER'S NAME (PRINT OR TYPE)

AUTHORIZED SIGNATURE

TITLE

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Name

Signature

Title

TERMS AND CONDITIONS

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

EXHIBIT "A"
City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
RFP NO. 2018-12

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

Registration Requirements

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

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

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

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

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Risk Management and Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2011-116 (8/16/11)]:

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

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

(b) Professional Services Contracts

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

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises and Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

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

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

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

\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]
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* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

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

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

- (d) Excess Liability

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the

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

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

E. Policies of Insurance

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

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

City of Ormond Beach
Request for Proposal

Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-12)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date_____

_____Addendum Number_____

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL ADDRESS: _____

PROPOSER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

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

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

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

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

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and _____ ("Contractor"), _____, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated _____, (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
 Joyce Shanahan, City Manager
 (copy to City Attorney)
 22 South Beach Street
 Ormond Beach, FL 32174

Contractor

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall

be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

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

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

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

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

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

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

	Completed Operations Fire Damage (any one fire)
	\$ 50,000
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

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

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

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

- (d) **Excess Liability**

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

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

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

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
 21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
 22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

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

DATED this ____ day of _____, 2018.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2018.

Witnesses:

(CONTRACTOR)

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

RESOLUTION NO. 2018-56

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF MISCELLANEOUS CRAFTS & TRADES CONTRACTS WITH TWO (2) FIRMS FOR: POOL/SPLASH PAD MAINTENANCE SERVICES AND AUDIO/VISUAL AND THEATRICAL EQUIPMENT SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2018-22; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP No. 2018-22) for pool/splash pad maintenance services and audio/visual and theatrical equipment services relative to various projects throughout the City on an as-needed basis (“the Project”) (*a copy of the form of RFP No. 2018-22 is attached hereto as Exhibit “A” and is incorporated herein by reference*), and

WHEREAS, the City's evaluation committee has reviewed the proposals received and has selected two (2) firms to provide the aforementioned professional services based on the evaluation criteria as stated in the RFP, and

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

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

SECTION ONE. The City Commission hereby approves the generic form of the miscellaneous crafts & trades contract for the aforementioned services relative to various projects throughout the City. *A copy of the form of the contract is attached hereto as Exhibit “B” and is incorporated herein by reference.*

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute contracts for the aforescribed services with the following firms and the associated category of work:

1. JD's Atlantic Pool Service, LLC (pool/splash pad maintenance services)
2. Protechs of Central Florida, Inc. (audio/visual and theatrical equipment services)

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

APPROVED AND AUTHENTICATED this 1st day of May, 2018.



BILL PARTINGTON
Mayor

ATTEST:



J. SCOTT McKEE
City Clerk



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Miscellaneous Crafts and Trades Services (As Needed)**

RFP NUMBER: **2018-22**

RFP OPENING DATE & TIME: **March 27, 2018 2:00PM**

RFP OPENING LOCATION: **City Hall-Upstairs Conference Room**

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

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

FAX NUMBER: _____

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

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

X

AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be

initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386) 676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG

Ref: Fla. Statute§119.0701(2016)

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

TERMS AND CONDITIONS

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

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

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-22)**

STATEMENT OF PURPOSE:

The City of Ormond Beach, Florida, is soliciting proposals and intends to select one or more qualified contractors interested in performing repair and renovation services at City facilities on a time and materials basis. It is the intent of the City to enter in to a contractual agreement (or agreements) with crafts and trades contractors to do work on an "as needed" basis. The contract(s) will be for miscellaneous short-term projects requiring services relative to the following fields of work: audio/visual & theatrical equipment and pool/splash pad maintenance. Contractors may submit quotations for one, more than one, or all of the aforementioned fields of work.

AWARD OF CONTRACT:

The City of Ormond Beach reserves the right to award one or more, all-inclusive contracts or to award multiple, field-of-work specific contracts, whichever is in the best interest of the City. However, it is anticipated that multiple awards will be made. The City seeks to accept the most responsive, responsible proposal(s), thus allowing City departments to choose the contractor(s) that best meets their requirements based on factors including, but not limited to, price, availability, and experience.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of one (1) year. The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Contract expiration date not to exceed four (4), additional one year terms.

SUBMITTAL INSTRUCTIONS:

Proposal Delivery: Submit one (1) **signed original**, and three (3) copies of the **complete** RFP packet, with all required attachments, by the closing date and time specified above. Submittals received after the closing time will not be accepted. Submit proposals to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. **Late proposals will not be accepted.**

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not

limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals.

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

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

GENERAL INSTRUCTIONS:

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks.

Quantities: The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to issue any work orders under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract however, a yearly expenditure of approximately \$300,000 for miscellaneous crafts and trades services is anticipated. That amount is an estimate of the combined yearly expenditure for all fields of work and may increase or decrease due to unknowable circumstances. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs.

Response Time: Contractor shall be able to start all non-emergency projects within five (5) working days of authorization from the City. The Contractor shall complete each non-emergency job within the time specified in their project estimate. Contractor shall respond to calls for emergency service within four (4) hours after notification from the City. For the purpose of this proposal, an "emergency" is defined as any conditions which is a threat to the health, welfare or safety of people and/or property or a condition that will adversely affect an essential public service, as determined solely by the City. **Contractor shall provide a twenty-four hour call answering services.**

Work Standards: All work shall be performed according to the standards of the industry and to the complete satisfaction of the City. All work shall conform fully with the City of Ormond Beach Code of Ordinances. Contractor shall be licensed by the State of Florida and registered by the City. All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA) standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also Contractor (and subcontractors) shall be held totally responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Material and Parts: All materials and parts to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the City of Ormond Beach. All equipment, material and parts that the City desires to salvage shall be removed and stored in an area selected by the City.

Warranty: All work performed by the Contractor, under this Contract, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the City determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor, at no additional expense to the City. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the City. Any damages to City property caused by the Contractor's personnel while performing work under this contract shall be fully repaired at the Contractor's expense.

Charges: Billable hours paid under this contract shall be only for productive hours at the job site or for work performed at the Contractor's shop. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is to be considered Contractor's overhead and shall be included in the hourly rates quoted for labor or services.

Regular service calls shall be made available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work requested outside of these times shall be considered "after hours" service and may be charged at the rates specified in the proposal.

Invoices for materials and/or equipment supplied and installed by the Contractor shall show Contractor's actual cost, including any and all discounts offered by their supplier, plus the agreed upon percentage markup. Material and equipment prices are subject to verification. **The City reserves the right to furnish the necessary materials or equipment, and may do so when deemed to be in its best interest of the City.**

Annual Rate Adjustment: Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Facilities Maintenance Contract Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 – June 30 period. **The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year.** Increases will not be retroactive. The adjusted rate, if approved, shall take effect on October 1, of the year in which approved. If the parties cannot agree to

such an adjustment, either party may terminate this Agreement sixty (60) days from the receipt of a written notice of termination.

Estimates: Contractor shall provide written "not-to-exceed" or "firm fixed-price" estimates on all work that is likely to exceed five hundred dollars (\$500), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion. Contractor shall verbally respond to requests for estimates for non-emergency work within two (2) business days of the request, and provide written estimates within three (3) business days thereafter. It shall be the Contractor's responsibility to ensure they have all the information necessary to prepare fair and accurate estimates.

Competitive Price: It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform the Contractor. If an agreement on a competitive price cannot be reached, the City may elect to use another contractor to perform the work.

Purchase Orders: Work exceeding \$500 will be authorized through a City purchase order. Purchase orders issued pursuant to the pending work will include only the cost of labor, materials and parts as noted in the Price Schedule.

Large Projects: No single project estimated to cost over \$25,000 will be performed under the terms of this contractual agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

Workmanship And Inspection: All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any Contractor employee from the work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

Unsatisfactory Work: In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and shall correct the work at no additional cost to the City. All emergency work shall be corrected immediately. Non-emergency work shall be corrected within twenty-four (24) hours of notification.

Clean-Up: The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by the City's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

Protection Of Property: The Contractor shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by

reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the monies due the Contractor.

Protection Of Materials: It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the City's representative regarding any needed storage of materials, parts and equipment. Such storage shall be done in such a manner as not to interfere with the City's daily operations. Contractor shall be held reasonable for any and all accidents caused by negligence from this source. The City does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

Employees Of The Contractor: No one, except authorized employees of the Contractor, are allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor. At the City's option, security screenings of all Contractor employees performing work may be required.

CITY'S RESPONSIBILITIES:

The City's Facilities Maintenance Contract Manager (or his designee) shall be responsible for:

- Instructing the Contractor of the scope of work and of the materials and parts which may be needed, when applicable.
- Approving a record of time and materials used for the job and state on the work ticket that they have inspected and accepted the work performed and the date.
- In the event that overtime rates are required to complete the work, prior approval shall be obtained from the City's representative.
- Processing invoices for labor, materials and parts supplied and installed by the Contractor in a timely manner. Invoices shall show Contractor's actual cost of materials and parts (including any and all discounts offered by their supplier) plus the agreed upon percentage markup. Material and parts prices are subject to verification. The City reserves the right to furnish the necessary materials and parts, and may do so when deemed to be in its best interest of the City.

Payment: Payment will be made only after satisfactory completion of the work. Invoices approved by the Facilities Maintenance Contract Manager (or his designee) will be paid by the City within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices, along with signed work report recording time and material for each job performed to the City's

Facilities Maintenance Contract Manager or, Leisure Services Department, 501 N. Orchard Street, Ormond Beach, FL 32174. When billing by monthly statement, submit statements directly to the Accounts Payable office, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach FL 32174.

Evaluation Criteria: Proposals will be evaluated based on the following criteria:

- Contractor's Price. 50%
- Contractor's years of experience in the field. 20%
- Contractor's ability to meet all licensing and risk management requirements. 10%
- Contractor's references and past experiences. 20%

CONTRACTOR'S RESPONSIBILITIES:

Contractor's Qualifications: By responding to this Request for Proposal, the Contractor warrants and represents itself to be experienced and an expert in the field of service(s) contemplated. Contractor further understands that in awarding an agreement, the City of Ormond Beach is relying upon the representations and warranties of the Contractor(s) herein contained.

Contractors are required to be "certified contractors", licensed and insured in the State of Florida. Respondents shall accompany their proposal with a current copy of their contractor's license and insurance.

In addition to the above, each Contractor is required to submit the following information:

- A statement showing that the Contractor can meet all **licensing and risk management requirements** and has the experience, ability and equipment to perform the work described herein, and has been actively and regularly engaged in the business, performing the type of work described herein, for a minimum of five (5) years. Submit copies of current licenses and insurance.
- A list of **satisfactory references** for at least three (3) similar projects or work of a similar nature. For each reference, include the name and location of the project or work; the name, address, telephone and fax number of the project manager or authorized contact person; and a brief description of the work.

Proposals received without the requested information may be considered non-responsive.

Contractor General Supervision: Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the Contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with the City's Facilities Maintenance Contract Manager (or his

designee). The cost of Contractor's general supervision shall be an element of the Contractor's overhead burden in the applicable hourly labor rates.

Working Supervisor Defined: The Working supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, recordkeeping and reporting duties. Typical responsibilities of a Working supervisor shall include, but not be limited to, the following:

- Visits construction sites to determine equipment and materials needs and provides this information to the City's Facilities Maintenance Contract Manager (or his designee);
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications;
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established construction safety policies, procedures and regulations;
- Provides technical assistance to workers in the area of specialty;
- Reviews and resolves project quality, scheduling and progress problems;
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during nonworking periods and during emergencies;
- Working supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

Personnel: All Contractor personnel providing services to the City under the terms of this contract shall be full-time, permanent employees of the contracted company only, **unless** express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by the City's Facilities Maintenance Contract Manager (or his designee). The Contractor(s) shall only use tradesmen 18 years or older, who have not been convicted of a felony or first-degree misdemeanor.

Personnel Classifications: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual rates in the Price Schedule.

1. JOURNEYMAN shall have a minimum of five (5) years of experience.
2. APPRENTICE shall have a minimum of two (2) years experience working directly with a Journeyman.
3. HELPER shall have a minimum of one (1) year experience working directly with a Journeyman.
4. WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years experience, including two (2) years in a supervisory or leadership capacity.

NOTE: For those crafts and trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman, Apprentice and Helper standards.

Personnel Conduct: All individuals performing services under this contract shall adhere to City of Ormond Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any City sites. Additionally, all individuals will adhere to and comply with the requirements as generally set forth in the terms and conditions of this RFQ.

Contractor shall notify City personnel and follow customary check-in procedures when they are physically on-site at any City facility. All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e.- drivers license, ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

Work Proposals: Prior to performance of any work, the Contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by the City's Facilities Maintenance Contract Manager (or his designee). Failure to do this shall not excuse the Contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the Contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform the City's Facilities maintenance Manager (or his designee). Any work done after such discovery, without authorization, will be done at the Contractor's risk.

Based on the site examination, the Contractor shall submit a written work proposal detailing the required personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Price Schedule). Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. The Contractor will provide his own hand tools, including powered hand tools. The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by the City's Facilities Maintenance Contract Manager (or his designee). The City reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by the City without prior authorization from the City's Facilities Maintenance Contract Manager (or his designee).

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the City and Contractor for out-of-scope work. The Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Permits: Contractor is responsible for pulling all applicable permits and scheduling applicable inspections with the City's Building Inspections Office.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS:

The Contractor, including any Sub-Contractor's, shall be **registered** to do business in the City of Ormond Beach and shall provide proof of, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance and Service Bond** as specified in the attachment marked as: **Exhibit "A", Requirements of the City of Ormond Beach**, shall be incorporated in and made part of the contract documents.

SCOPE OF SERVICES:

The work will be performed on an "as-needed" basis. The work covered by this contract consists of repair, installation and/or renovation services, including, but not limited to: **audio/visual and theatrical** (service repair and installation) and **pool/splash pad maintenance** (proper chemical balance and pump repairs). The Contractor shall provide all the labor, materials and tools required to satisfactorily complete the Work.

The scope of each specific project will be identified by the City's Facilities Maintenance Contract Manager (or his designee) with sufficient detail to enable the Contractor to fully understand the scope of the work. A meeting with the Facilities Maintenance Contract Manager (or his designee) regarding the work may be held to further clarify all aspects of the project. If the work will exceed \$500, the Contractor will provide the City with the estimated cost for accomplishing the work, based on the labor, materials and parts rates as established in the contract agreement, and a **written project schedule**. This price and schedule will be reviewed by the City and if further negotiations are necessary, they will be conducted by the Facilities Maintenance Contract Manager (or his designee) with the Contractor. Once an agreement for the work has been established, the City will issue a Purchase Order to the Contractor. Small projects, not exceeding \$500 in total cost, can be verbally authorized by the City's Facilities Maintenance Contract Manager (or his designee). Inspection and contract administration for the projects will be performed by the City.

CONTRACTOR'S PROPOSAL:

Pursuant to the City of Ormond Beach's Request for Proposal (RFP No. 2018-12) including the Scope of Services and all terms, conditions, provisions and exhibits

contained therein, the undersigned Contractor hereby proposes to do all the work and furnish all superintendence, labor, machinery, equipment, tools, materials and parts necessary to perform and complete the work upon which he quotes, as detailed and set forth in this RFQ and binds himself, upon the City's acceptance of his proposal, to execute a contractual agreement with the City for performing and completing the said work within the required time, and furnish all guarantees, for the prices stated in the following Price Schedule for this **Miscellaneous Crafts and Trades Services (As-Needed)** project. It is understood that any quantities of work referenced in this RFP are only approximate and are subject to increase or decrease and the undersigned Contractor offers to do the work at the unit price(s) stated in the Price Schedule regardless of any actual quantities ordered.

Inquiries:

Questions relating to this solicitation should be directed to the City's Purchasing Coordinator, Robert Schattie, c/o City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida 32174; Facsimile 386-676-3374; e-mail: robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via Onvia DemandStar.com. In order to give a timely response, NO questions will be responded to after **March 13, 2018**. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

Contractors may submit proposals for one, more than one, or all of the following fields of work.

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-22)**

PRICE SCHEDULE

ITEM DESCRIPTION

**Audio/Visual & Theatrical Equipment and
Services**

UNIT PRICE

- | | | |
|----|--|--------------------|
| 1. | Materials and Parts costing \$0-\$100 (percent above Contractor's cost) | _____ % |
| 2. | Materials and Parts costing over \$100 (percent above Contractor's cost) | _____ % |
| 3. | Labor (non-urgent service call) | \$ _____ /per hour |
| 4. | Labor (urgent service call) | \$ _____ /per hour |
| 5. | Labor (emergency service call) | \$ _____ /per hour |
| 6. | Labor (after hours service call) | \$ _____ /per hour |

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
Splash pad/pool maintenance
(RFP No. 2018-22)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Monthly</u>	<u>Annually</u>
1.	Andy Romano Beachfront Park Full service pool/splash pad maintenance, including, but not limited to, chemicals needed to test and balance water chemistry including pH, calcium, alkalinity, chlorine and stabilizer. Service to be 7 days per week. Splash pad is not in operation Dec. through Feb.		
2.	South Ormond Neighborhood Center Full service pool/splash pad maintenance, including, but not limited to, chemicals needed to test and balance water chemistry including pH, calcium, alkalinity, chlorine and stabilizer. Service to be 7 days per week. Splash pad is not in operation Dec. through Feb.		
3.	Labor (emergency service call)	\$ _____	/per hour
4.	Labor (after hours service call)	\$ _____	/per hour

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-22)**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

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

COMPANY NAME

SIGNER'S NAME (PRINT OR TYPE)

AUTHORIZED SIGNATURE

TITLE

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-22)**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Name

Signature

Title

TERMS AND CONDITIONS

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

EXHIBIT "A"
City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
RFP NO. 2018-22

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

Registration Requirements

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

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: \$25.00 for more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Risk Management and Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2011-116 (8/16/11)]:

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

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

(b) Professional Services Contracts

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

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

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

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

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

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

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

<u>Contract Value</u>	<u>Limits (not less than)</u>
-----------------------	-------------------------------

0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

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

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

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

D. Requirements for Certificates of Insurance

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

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

E. Policies of Insurance

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

City of Ormond Beach
Request for Proposal

Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-22)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL ADDRESS: _____

PROPOSER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

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

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

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

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

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and _____ ("Contractor"), _____, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated _____, (RFP 2018-22 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
 Joyce Shanahan, City Manager
 (copy to City Attorney)
 22 South Beach Street
 Ormond Beach, FL 32174

Contractor

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

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

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

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

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

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	\$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

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

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

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

- (d) **Excess Liability**

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

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

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

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
 21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
 22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

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

DATED this _____ day of _____, 2018.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this ____ day of _____, 2018.

Witnesses:

(CONTRACTOR)

Print Name: _____

By: _____
Print Name: _____

Title: _____

Print Name: _____

Attest: _____
Print Name: _____

Title: _____



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Miscellaneous Crafts and Trades Services (As Needed)**

RFP NUMBER: **2018-22**

RFP OPENING DATE & TIME: **March 27, 2018 2:00PM**

RFP OPENING LOCATION: **City Hall-Upstairs Conference Room**

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

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

FAX NUMBER: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be

initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386) 676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG

Ref: Fla. Statute§119.0701(2016)

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

TERMS AND CONDITIONS

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

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

CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-22)

STATEMENT OF PURPOSE:

The City of Ormond Beach, Florida, is soliciting proposals and intends to select one or more qualified contractors interested in performing repair and renovation services at City facilities on a time and materials basis. It is the intent of the City to enter in to a contractual agreement (or agreements) with crafts and trades contractors to do work on an "as needed" basis. The contract(s) will be for miscellaneous short-term projects requiring services relative to the following fields of work: audio/visual & theatrical equipment and pool/splash pad maintenance. Contractors may submit quotations for one, more than one, or all of the aforementioned fields of work.

AWARD OF CONTRACT:

The City of Ormond Beach reserves the right to award one or more, all-inclusive contracts or to award multiple, field-of-work specific contracts, whichever is in the best interest of the City. However, it is anticipated that multiple awards will be made. The City seeks to accept the most responsive, responsible proposal(s), thus allowing City departments to choose the contractor(s) that best meets their requirements based on factors including, but not limited to, price, availability, and experience.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of one (1) year. The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Contract expiration date not to exceed four (4), additional one year terms.

SUBMITTAL INSTRUCTIONS:

Proposal Delivery: Submit one (1) **signed original**, and three (3) copies of the **complete** RFP packet, with all required attachments, by the closing date and time specified above. Submittals received after the closing time will not be accepted. Submit proposals to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. **Late proposals will not be accepted.**

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not

limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals.

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

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

GENERAL INSTRUCTIONS:

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks.

Quantities: The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to issue any work orders under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract however, a yearly expenditure of approximately \$300,000 for miscellaneous crafts and trades services is anticipated. That amount is an estimate of the combined yearly expenditure for all fields of work and may increase or decrease due to unknowable circumstances. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs.

Response Time: Contractor shall be able to start all non-emergency projects within five (5) working days of authorization from the City. The Contractor shall complete each non-emergency job within the time specified in their project estimate. Contractor shall respond to calls for emergency service within four (4) hours after notification from the City. For the purpose of this proposal, an "emergency" is defined as any conditions which is a threat to the health, welfare or safety of people and/or property or a condition that will adversely affect an essential public service, as determined solely by the City. **Contractor shall provide a twenty-four hour call answering services.**

Work Standards: All work shall be performed according to the standards of the industry and to the complete satisfaction of the City. All work shall conform fully with the City of Ormond Beach Code of Ordinances. Contractor shall be licensed by the State of Florida and registered by the City. All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA) standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also Contractor (and subcontractors) shall be held totally responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Material and Parts: All materials and parts to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the City of Ormond Beach. All equipment, material and parts that the City desires to salvage shall be removed and stored in an area selected by the City.

Warranty: All work performed by the Contractor, under this Contract, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the City determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor, at no additional expense to the City. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the City. Any damages to City property caused by the Contractor's personnel while performing work under this contract shall be fully repaired at the Contractor's expense.

Charges: Billable hours paid under this contract shall be only for productive hours at the job site or for work performed at the Contractor's shop. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is to be considered Contractor's overhead and shall be included in the hourly rates quoted for labor or services.

Regular service calls shall be made available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work requested outside of these times shall be considered "after hours" service and may be charged at the rates specified in the proposal.

Invoices for materials and/or equipment supplied and installed by the Contractor shall show Contractor's actual cost, including any and all discounts offered by their supplier, plus the agreed upon percentage markup. Material and equipment prices are subject to verification. **The City reserves the right to furnish the necessary materials or equipment, and may do so when deemed to be in its best interest of the City.**

Annual Rate Adjustment: Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Facilities Maintenance Contract Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 – June 30 period. **The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year.** Increases will not be retroactive. The adjusted rate, if approved, shall take effect on October 1, of the year in which approved. If the parties cannot agree to

such an adjustment, either party may terminate this Agreement sixty (60) days from the receipt of a written notice of termination.

Estimates: Contractor shall provide written "not-to-exceed" or "firm fixed-price" estimates on all work that is likely to exceed five hundred dollars (\$500), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion. Contractor shall verbally respond to requests for estimates for non-emergency work within two (2) business days of the request, and provide written estimates within three (3) business days thereafter. It shall be the Contractor's responsibility to ensure they have all the information necessary to prepare fair and accurate estimates.

Competitive Price: It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform the Contractor. If an agreement on a competitive price cannot be reached, the City may elect to use another contractor to perform the work.

Purchase Orders: Work exceeding \$500 will be authorized through a City purchase order. Purchase orders issued pursuant to the pending work will include only the cost of labor, materials and parts as noted in the Price Schedule.

Large Projects: No single project estimated to cost over \$25,000 will be performed under the terms of this contractual agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

Workmanship And Inspection: All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any Contractor employee from the work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

Unsatisfactory Work: In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and shall correct the work at no additional cost to the City. All emergency work shall be corrected immediately. Non-emergency work shall be corrected within twenty-four (24) hours of notification.

Clean-Up: The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by the City's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

Protection Of Property: The Contractor shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by

reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the monies due the Contractor.

Protection Of Materials: It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the City's representative regarding any needed storage of materials, parts and equipment. Such storage shall be done in such a manner as not to interfere with the City's daily operations. Contractor shall be held reasonable for any and all accidents caused by negligence from this source. The City does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

Employees Of The Contractor: No one, except authorized employees of the Contractor, are allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor. At the City's option, security screenings of all Contractor employees performing work may be required.

CITY'S RESPONSIBILITIES:

The City's Facilities Maintenance Contract Manager (or his designee) shall be responsible for:

- Instructing the Contractor of the scope of work and of the materials and parts which may be needed, when applicable.
- Approving a record of time and materials used for the job and state on the work ticket that they have inspected and accepted the work performed and the date.
- In the event that overtime rates are required to complete the work, prior approval shall be obtained from the City's representative.
- Processing invoices for labor, materials and parts supplied and installed by the Contractor in a timely manner. Invoices shall show Contractor's actual cost of materials and parts (including any and all discounts offered by their supplier) plus the agreed upon percentage markup. Material and parts prices are subject to verification. The City reserves the right to furnish the necessary materials and parts, and may do so when deemed to be in its best interest of the City.

Payment: Payment will be made only after satisfactory completion of the work. Invoices approved by the Facilities Maintenance Contract Manager (or his designee) will be paid by the City within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices, along with signed work report recording time and material for each job performed to the City's

Facilities Maintenance Contract Manager or, Leisure Services Department, 501 N. Orchard Street, Ormond Beach, FL 32174. When billing by monthly statement, submit statements directly to the Accounts Payable office, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach FL 32174.

Evaluation Criteria: Proposals will be evaluated based on the following criteria:

- Contractor's Price. 50%
- Contractor's years of experience in the field. 20%
- Contractor's ability to meet all licensing and risk management requirements. 10%
- Contractor's references and past experiences. 20%

CONTRACTOR'S RESPONSIBILITIES:

Contractor's Qualifications: By responding to this Request for Proposal, the Contractor warrants and represents itself to be experienced and an expert in the field of service(s) contemplated. Contractor further understands that in awarding an agreement, the City of Ormond Beach is relying upon the representations and warranties of the Contractor(s) herein contained.

Contractors are required to be "certified contractors", licensed and insured in the State of Florida. Respondents shall accompany their proposal with a current copy of their contractor's license and insurance.

In addition to the above, each Contractor is required to submit the following information:

- A statement showing that the Contractor can meet all **licensing and risk management requirements** and has the experience, ability and equipment to perform the work described herein, and has been actively and regularly engaged in the business, performing the type of work described herein, for a minimum of five (5) years. Submit copies of current licenses and insurance.
- A list of **satisfactory references** for at least three (3) similar projects or work of a similar nature. For each reference, include the name and location of the project or work; the name, address, telephone and fax number of the project manager or authorized contact person; and a brief description of the work.

Proposals received without the requested information may be considered non-responsive.

Contractor General Supervision: Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the Contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with the City's Facilities Maintenance Contract Manager (or his

designee). The cost of Contractor's general supervision shall be an element of the Contractor's overhead burden in the applicable hourly labor rates.

Working Supervisor Defined: The Working supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, recordkeeping and reporting duties. Typical responsibilities of a Working supervisor shall include, but not be limited to, the following:

- Visits construction sites to determine equipment and materials needs and provides this information to the City's Facilities Maintenance Contract Manager (or his designee);
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications;
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established construction safety policies, procedures and regulations;
- Provides technical assistance to workers in the area of specialty;
- Reviews and resolves project quality, scheduling and progress problems;
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during nonworking periods and during emergencies;
- Working supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

Personnel: All Contractor personnel providing services to the City under the terms of this contract shall be full-time, permanent employees of the contracted company only, **unless** express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by the City's Facilities Maintenance Contract Manager (or his designee). The Contractor(s) shall only use tradesmen 18 years or older, who have not been convicted of a felony or first-degree misdemeanor.

Personnel Classifications: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual rates in the Price Schedule.

1. JOURNEYMAN shall have a minimum of five (5) years of experience.
2. APPRENTICE shall have a minimum of two (2) years experience working directly with a Journeyman.
3. HELPER shall have a minimum of one (1) year experience working directly with a Journeyman.
4. WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years experience, including two (2) years in a supervisory or leadership capacity.

NOTE: For those crafts and trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman, Apprentice and Helper standards.

Personnel Conduct: All individuals performing services under this contract shall adhere to City of Ormond Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any City sites. Additionally, all individuals will adhere to and comply with the requirements as generally set forth in the terms and conditions of this RFQ.

Contractor shall notify City personnel and follow customary check-in procedures when they are physically on-site at any City facility. All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e.- drivers license, ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

Work Proposals: Prior to performance of any work, the Contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by the City's Facilities Maintenance Contract Manager (or his designee). Failure to do this shall not excuse the Contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the Contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform the City's Facilities maintenance Manager (or his designee). Any work done after such discovery, without authorization, will be done at the Contractor's risk.

Based on the site examination, the Contractor shall submit a written work proposal detailing the required personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Price Schedule). Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. The Contractor will provide his own hand tools, including powered hand tools. The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by the City's Facilities Maintenance Contract Manager (or his designee). The City reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by the City without prior authorization from the City's Facilities Maintenance Contract Manager (or his designee).

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the City and Contractor for out-of-scope work. The Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Permits: Contractor is responsible for pulling all applicable permits and scheduling applicable inspections with the City's Building Inspections Office.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS:

The Contractor, including any Sub-Contractor's, shall be **registered** to do business in the City of Ormond Beach and shall provide proof of, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance and Service Bond** as specified in the attachment marked as: **Exhibit "A", Requirements of the City of Ormond Beach**, shall be incorporated in and made part of the contract documents.

SCOPE OF SERVICES:

The work will be performed on an "as-needed" basis. The work covered by this contract consists of repair, installation and/or renovation services, including, but not limited to: **audio/visual and theatrical** (service repair and installation) and **pool/splash pad maintenance** (proper chemical balance and pump repairs). The Contractor shall provide all the labor, materials and tools required to satisfactorily complete the Work.

The scope of each specific project will be identified by the City's Facilities Maintenance Contract Manager (or his designee) with sufficient detail to enable the Contractor to fully understand the scope of the work. A meeting with the Facilities Maintenance Contract Manager (or his designee) regarding the work may be held to further clarify all aspects of the project. If the work will exceed \$500, the Contractor will provide the City with the estimated cost for accomplishing the work, based on the labor, materials and parts rates as established in the contract agreement, and a **written project schedule**. This price and schedule will be reviewed by the City and if further negotiations are necessary, they will be conducted by the Facilities Maintenance Contract Manager (or his designee) with the Contractor. Once an agreement for the work has been established, the City will issue a Purchase Order to the Contractor. Small projects, not exceeding \$500 in total cost, can be verbally authorized by the City's Facilities Maintenance Contract Manager (or his designee). Inspection and contract administration for the projects will be performed by the City.

CONTRACTOR'S PROPOSAL:

Pursuant to the City of Ormond Beach's Request for Proposal (RFP No. 2018-12) including the Scope of Services and all terms, conditions, provisions and exhibits

contained therein, the undersigned Contractor hereby proposes to do all the work and furnish all superintendence, labor, machinery, equipment, tools, materials and parts necessary to perform and complete the work upon which he quotes, as detailed and set forth in this RFQ and binds himself, upon the City's acceptance of his proposal, to execute a contractual agreement with the City for performing and completing the said work within the required time, and furnish all guarantees, for the prices stated in the following Price Schedule for this **Miscellaneous Crafts and Trades Services (As-Needed)** project. It is understood that any quantities of work referenced in this RFP are only approximate and are subject to increase or decrease and the undersigned Contractor offers to do the work at the unit price(s) stated in the Price Schedule regardless of any actual quantities ordered.

Inquiries:

Questions relating to this solicitation should be directed to the City's Purchasing Coordinator, Robert Schattie, c/o City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida 32174; Facsimile 386-676-3374; e-mail: robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via Onvia DemandStar.com. In order to give a timely response, NO questions will be responded to after **March 13, 2018**. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

Contractors may submit proposals for one, more than one, or all of the following fields of work.

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-22)**

PRICE SCHEDULE

ITEM DESCRIPTION

Audio/Visual & Theatrical Equipment and Services

UNIT PRICE

- | | | |
|----|--|--------------------|
| 1. | Materials and Parts costing \$0-\$100 (percent above Contractor's cost) | _____ % |
| 2. | Materials and Parts costing over \$100 (percent above Contractor's cost) | _____ % |
| 3. | Labor (non-urgent service call) | \$ _____ /per hour |
| 4. | Labor (urgent service call) | \$ _____ /per hour |
| 5. | Labor (emergency service call) | \$ _____ /per hour |
| 6. | Labor (after hours service call) | \$ _____ /per hour |

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
Splash pad/pool maintenance
(RFP No. 2018-22)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Monthly</u>	<u>Annually</u>
1.	Andy Romano Beachfront Park Full service pool/splash pad maintenance, including, but not limited to, chemicals needed to test and balance water chemistry including pH, calcium, alkalinity, chlorine and stabilizer. Service to be 7 days per week. Splash pad is not in operation Dec. through Feb.		
2.	South Ormond Neighborhood Center Full service pool/splash pad maintenance, including, but not limited to, chemicals needed to test and balance water chemistry including pH, calcium, alkalinity, chlorine and stabilizer. Service to be 7 days per week. Splash pad is not in operation Dec. through Feb.		
3.	Labor (emergency service call)	\$ _____	/per hour
4.	Labor (after hours service call)	\$ _____	/per hour

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-22)**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

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

COMPANY NAME

SIGNER'S NAME (PRINT OR TYPE)

AUTHORIZED SIGNATURE

TITLE

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-22)**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Name

Signature

Title

TERMS AND CONDITIONS

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

EXHIBIT "A"
City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
RFP NO. 2018-22

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

Registration Requirements

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

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

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

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

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Risk Management and Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2011-116 (8/16/11)]:

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

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

(b) Professional Services Contracts

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

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

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

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

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

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

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

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

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

<u>Contract Value</u>	<u>Limits (not less than)</u>
-----------------------	-------------------------------

0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

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

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

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

D. Requirements for Certificates of Insurance

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

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

E. Policies of Insurance

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

City of Ormond Beach
Request for Proposal

Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2018-22)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL ADDRESS: _____

PROPOSER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

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

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

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

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



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Brian Rademacher, Economic Development Director

Date: February 16, 2021

Subject: National League of Cities Innovation Ecosystems Grant

Commission Goal: N/A

Introduction

This is a disposition item to inform the City Commission of staff's intention to apply for a funding opportunity available with the National League of Cities (NLC) Innovation Ecosystems 2020-2021 grant.

Background

The National League of Cities and the Ewing Kauffman Foundation, through their City Innovation Ecosystems (CIE) program, have asked city leaders to commit to creating policies, programs, and practices to ensure equitable and inclusive economic growth that supports innovation and entrepreneurship in their community.

The programs, policies and practices are organized around four pillars. Those pillars include:

- Opportunity - building opportunities and reducing barriers to representation;
- Funding - equal access to capital for historically underrepresented entrepreneurs;
- Knowledge - sharing the skills to start and grow business; and,
- Support - a strong local foundation that can support diverse businesses.

Each pillar supports specific initiatives that support new and young businesses.

Discussion

The City of Ormond Beach selected the pillar KNOWLEDGE and the initiative is entrepreneurship training which is focused on equipping aspiring entrepreneurs with the skills they need to succeed. The City of Ormond Beach, through the Economic Development Department, commits to establishing a local affiliate for entrepreneurship curriculum to accomplish this goal. This initiative is supported by Kauffman FastTrac. The FastTrac program is a flexible course with a framework to provide information, tips,

exercises, and tools to help aspiring entrepreneurs think about and build their business from idea to launch. As the local entrepreneurial support organization, the city supports the initiative to host the 10-week FastTrac curriculum program for entrepreneurs.

The National League of Cities has made implementation funding available for cities that are actively engaged in the City Innovation Ecosystem program in order to support program implementation to achieve the program outcomes. The Economic Development Department will partner with the Volusia/Flagler SCORE Chapter to provide this program for entrepreneurs in the community. SCORE, a nonprofit resource partner of the U.S. Small Business Administration, will provide a seasoned business coach to facilitate the course through virtual learning. The program provides a great pathway for attendees to learn how to build their business plan. Additionally, the program will leverage guest speakers from other regional organizations that support entrepreneurs and small business development.

Budget Impact

The online grant period is currently open and accepting applications. The amount being sought by the City through the online grant program is \$15,000. The grant funding will be used to fund the commitment facilitator provided through SCORE, including access to their business coaches as necessary. Funds will also be used for communications and meeting costs. The grant does not require a match. The grant funds, if awarded, are available to support implementation work through July 31, 2021.

Citizen Impact

The grant request pertains to the creation of an entrepreneurship training program to support aspiring and existing entrepreneurs in obtaining the skills they need to be successful while introducing them to the larger small business ecosystem available in the region.

Recommendation

Staff intends to apply for a National League of Cities Innovation Ecosystems program grant; unless otherwise directed by the City Commission.

Attachments:

- NLC Innovation Ecosystems Grant Description (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/6/2021



Claire Whitley, Assistant City Manager 2/9/2021

APPROVED BY:



Joyce A. Shanahan, City Manager 2/11/2021



NLC City Innovation Ecosystems 2020-2021 Request for Information

Grant Description

For Commitment Making Cities who are actively engaged in our program (see below), the National League of Cities has limited implementation funding available to help support your program implementation with catalytic funding to help support you in achieving your selected commitment. If you are receiving this RFI, you qualify as actively engaged.

The National League of Cities and the [Ewing Marion Kauffman Foundation](#) are asking **city leaders** to **commit** to creating the right policies, programs, and practices to ensure **equitable and inclusive economic growth**. We help you achieve your goals by providing **free technical assistance** through one of our nationally recognized program expert (PE) partners by connecting you to a **peer network** of city leaders working on similar initiatives, and creating opportunities for you to apply for catalytic **implementation funding**.

To be successful in your funding request, we will be prioritizing cities that incorporate the following components:

- Cities with identified partners to share in the work toward success
- Cities using a racial equity lens in looking at a resilient recovery, and are utilizing anti-racist practices, policies, and programs that aim to increase business and employment – particularly for Black, Indigenous, and People of Color (BIPOC), and minority and women led businesses.
- Cities that are harnessing the power of their local entrepreneurship ecosystem and community creativity, and
- Cities with a clear plan for how catalytic implementation grants will help move your program forward.

[NLC City Innovation Ecosystem](#) current commitment making cities are invited to apply for implementation funding to support the following objectives:

- **CATALYTIC FUNDING, STAFF & RESOURCES:** Provide catalytic funding to help support commitment mid-year output & outcome completion
- **EQUITABLE & RESILIENT RECOVERY:** Build & support equitable entrepreneurial ecosystems
- **ECOSYSTEM LEADERSHIP & CREATIVITY:** Catalyze, support, & reward city leadership around committing to entrepreneurial-led economic development

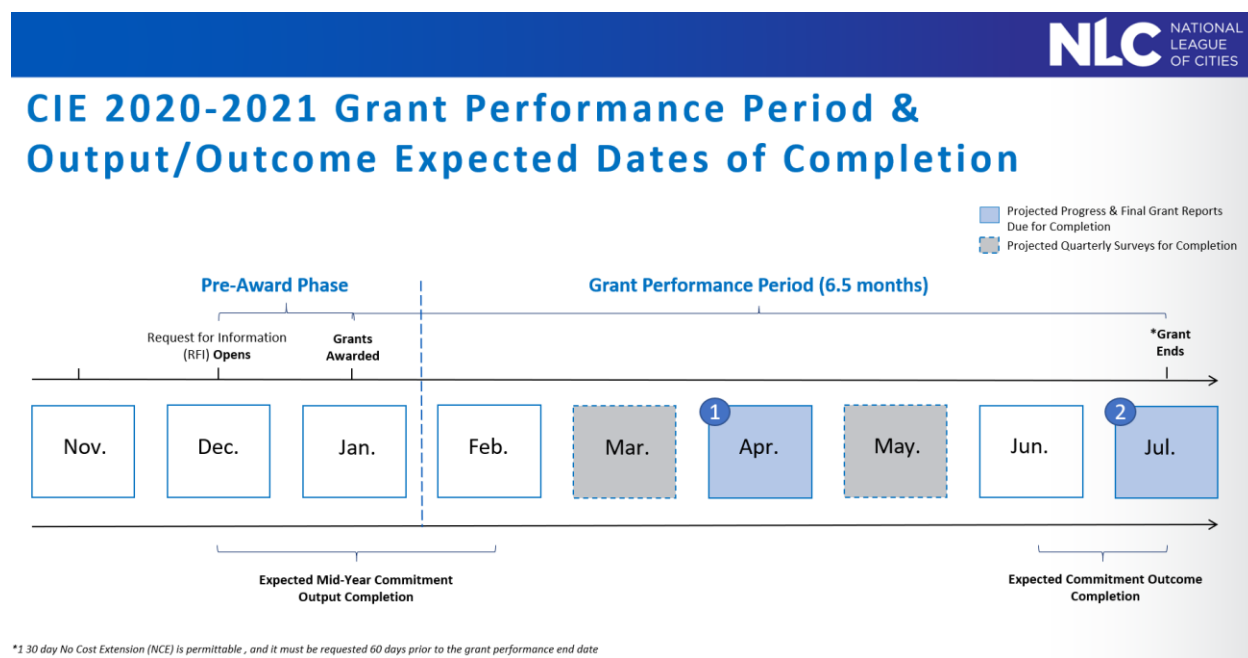
Implementation Funding: **The Request for Information will open to select cities December 7th with awards being announced on a rolling basis starting early to mid-January 2021. Implementation funding will support work through July 31, 2021, with a final report due August 31, 2021.**

- The implementation funding grant performance period will run through **7/31/2020**

Who is Eligible to Apply:

- We are only opening this grant opportunity to highly engaged commitment-making cities of the City Innovation Ecosystems 2020-2021 Program, and
- If applicable, Program Experts

Timeline



- Request for Information (RFI) Opens – December 7th
- RFI Closes – February 15th, 2021
- Award decisions made on rolling basis – Early-mid January 2021
- Awards announced – Early-mid January 2021

- Q3 survey due – March 2021
- Q4 survey due – May 2021
- Interim progress Report via submittable due – April 2021
- Final Grant Report due – August 2021
- Grant performance period & programmatic year ends – July 2021

Requirements for implementation grant award process (if applicable):

- Implementation Grants can only be awarded to a city, a Program Expert (if applicable), or 501(c)3 organization in good standing with the IRS
- All cities and program experts (if applicable) will need to submit an application (guidance and template provided by NLC CIE staff in the award email)
- Application requirements (see below)
 - Request for Information (RFI)
 - Project Budget.
 - Letter of Support (LOS) from government entity partner, if grantee is a 501(c)3 organization
- Able to articulate commitment to sustained program work throughout the remainder of the CIE servicing year (6/31/2021), with aim at commitment outcome completion by the end of the grant performance period (7/31/2021), as measured by NLC follow-up with mayors, economic development staff, progress reports, NPS Surveys, staff calls, and most importantly, selected Program Expert timeline and signed-off approval, or city has accomplished all of the above, and has demonstrated progress towards commitment implementation and outcome completion on their own (i.e. utilizing/leveraging city internal resources efforts).
- Potential implementation funding cannot be used to support lobbying or indirect costs
- If potential implementation funding is awarded to the Program Expert on behalf of cities, a letter of support (LOS) is required from every city in their cohort

Guidelines to be followed:

- PE and City has been highly engaged throughout the CIE 2020-2021 servicing year in programming (i.e. attended one of the three commitment kickoff's - the July 1st kickoff, the August kickoff, or the Kauffman Mayor's Conference on Entrepreneurship in September) live or recorded, Mayor has made a public commitment, participated actively on group calls, webinars, one-on-one calls, completed initiating activity, completed quarterly surveys around commitment progress, and is on its way towards completion of mid-year output and outcome completion, as measured by NLC follow-up with mayors, economic development staff, quarterly surveys/progress reports, staff calls, and

- most importantly, selected Program Expert timeline and signed-off approval;
- or City has accomplished all of the above and has demonstrated progress towards commitment implementation and outcome completion on their own (i.e. utilizing/leveraging city internal resources and efforts). To successfully achieve this metric, each city must meet *all of the above* components to be considered “highly engaged.”
 - PE and City are able to demonstrate commitment to driving, supporting, and growing equitable entrepreneurship ecosystem practices in their communities
 - Team, plan, and upheld or created partnerships that demonstrated ability to adapt in context of coronavirus (i.e. how is the city partnering with other ecosystem organizations in the city to achieve commitment outcome)
 - Potential implementation funding cannot be used to support lobbying, political activities, or in-direct cost

Deliverables & Reporting Requirements (if applicable):

- Grantee, in partnership with assigned program expert and key ecosystem partners, will implement selected commitment from the policy, practice, or program menu, and achieve commitment outcome by the end of the grant performance period, or implement your own proposed policy, practice, or program that looks to support your city’s entrepreneurial ecosystem
- Grantee must fill and complete two quarterly surveys to NLCI throughout the grant performance period
- Grantee must fill one interim progress report and self-report on budget allocation status to NLCI throughout the grant performance period (i.e. to be filled out on quarterly surveys)
- Keep NLC staff apprised of implementation progress, including setbacks or unexpected challenges, or staffing changes throughout the grant performance period
- Respond to final grant report after conclusion of the grant performance period to NLCI, including a “Lessons Learned” assessment of your yearlong commitment work
- If necessary, be available to conduct a formal post-grant interview
- Ensure that the programmatic lead for the city or at least one staff person from the city attends every CIE webinar (Monthly) through the CIE servicing year, and quarterly group conference calls per commitment cohort

- Spend all funds or return to NLCI any remaining unused funds by the end of the grant performance period
- Should funds remain at such time, Grantee will contact NLCI staff to discuss options including extending the grant term through a no cost extension (NCE), returning grant funds, and/or other options

Grant Performance Period

- Mid-January through 7/31/2020 (6.5 months)
- No Cost Extensions (NCE) must be requested 60 days prior to the grant performance end date. (*1 NCE available*)

Awards and Decisions Notifications

- Award amounts of \$15,000 per city
- If Grant is awarded to Program Expert on behalf of cohort commitment work, final award amount will depend on participant city engagement criteria, as defined below
- Award Decisions made on a rolling basis early mid-January 2021
- Must be able to rapidly absorb and deploy funding to action selected commitment by end of grant performance period (Fiscal Sponsors are allowed)

Eligibility

- Implementation funding will only be available open to *highly engaged* cities and/or non-profits on behalf of cities, as defined above, and program experts, if applicable

We are excited to be working with you as you implement your commitment to entrepreneur-centric economic development.

If you have any questions about this grant opportunity or would like more information, please contact **Alejandro Manzanares, Program Manager, Operations & Grants**, at manzanares@nlc.org.



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: February 16, 2021

Subject: 2341 West Granada Boulevard (portion), Zoning Map amendment

Commission Goal: Community Development - Other

Introduction

This is an administrative request to amend the City's Official Zoning Map for a 0.32± acre land area from the existing zoning classification of Volusia County A-2 (Rural Agriculture) to Ormond Beach B-2 (Neighborhood Commercial) for a portion of the property at 2341 West Granada Boulevard.

Background

City staff met with the property owner of the property at 2341 West Granada Boulevard recently who has inherited the property and is reviewing the zoning options for the property. The subject property is partially located in unincorporated Volusia County and partially within the City of Ormond Beach. The eastern 125 feet of the property located at 2341 West Granada Boulevard was annexed into the City of Ormond Beach in 1962 for a utility service corridor among other properties. The subject area was never given a city land use or zoning designation. The remaining western portion of the property was developed in unincorporated Volusia County as a 1996 BPUD (Volusia County Resolution 96-165) for a telecommunications facility, including a 250-foot antenna structure and a 419 square foot building.

Discussion

The portion of the subject parcel within Ormond Beach is currently vacant. The property currently has a land use of Volusia County Rural (R) and is zoned Volusia County A-2 (Rural Agriculture). Since the subject property has been annexed into the City of Ormond Beach, it is required to have a land use and compatible zoning assigned. Until a city land use designation and zoning classification are adopted, the property maintains its County land use and zoning classifications. Due to the small parcel size, greenbelt buffer, stormwater, landscaping and parking, staff believes that there are limited development options.

In choosing a consistent zoning district for the proposed land use of “General Commercial”, Table 2-2 under Chapter 2, Article I - Establishment of Zoning Districts and Official Zoning Map, Section 2.02 of the City’s Land Development Code was referenced. The B-2 (Neighborhood Commercial) zoning designation was selected based on the abutting city zoning and limited commercial uses. Other zoning districts reviewed include the B-4 (Central Business) and B-8 (Commercial). The B-4 (Central Business) zoning designation is located in and around the Downtown and would not be an appropriate zoning designation. The B-8 (Commercial) zoning designation is located along major commercial corridors and allows both intensive residential and commercial uses and would not be appropriate for this land area. The B-2 (Neighborhood Commercial) zoning district does not allow residential uses and allows only neighborhood commercial uses, such as daily needs and a convenience store (with no gas).

Planning Board review

The Planning Board reviewed the zoning map amendment at the December 10, 2020 meeting and recommended approval with a 7-0 vote. There were no speakers on this item for or against the amendment. The Planning Board minutes are attached to this packet item.

Citizen Impact

There is no citizen impact as the result of this zoning map amendment.

Budget Impact

There is no budget impact as the result of this zoning map amendment.

Recommendation

It is recommended the City Commission **APPROVE** the administrative request to amend the Official Zoning Map to change the zoning classification of a portion of 2341 West Granada Boulevard from Volusia County A-2 (Rural Agriculture) to Ormond Beach B-2 (Neighborhood Commercial).

Attachments:

- 21-07 2341 W Granada Boulevard - Zoning Map Amendment (P21-0005G) (PDF)
- Exhibit A, Sketch and Legal (PDF)
- Exhibit B, 2341WestGranada_ProposedZoning (PDF)
- 12.10.2020-2341 West Granada Boulevard, zoning map amendment PB Staff Report (PDF)
- Planning Board minutes, 2341 West Granada Boulevard Zoning Map Amendment (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/8/2021


Claire Whitley, Assistant City Manager 2/9/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 2/11/2021

ORDINANCE NO. 2021-07

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A PORTION OF CERTAIN REAL PROPERTY TOTALING 0.32± ACRES LOCATED AT 2341 WEST GRANADA BOULEVARD FROM VOLUSIA COUNTY A-2 (RURAL AGRICULTURE) TO ORMOND BEACH B-2 (NEIGHBORHOOD COMMERCIAL), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach has initiated this Ordinance which rezones that specific parcel of privately-owned real property located at 2341 West Granada Boulevard, and

WHEREAS, the property to be rezoned consists of 0.32± acres of a portion of real property located at 2341 West Granada Boulevard and is zoned Volusia County A-2 (Rural Agricultural), and

WHEREAS, the said parcel or real property involves less than ten (10) contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(1), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

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

SECTION ONE. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, which is part of the said *Land Development Code*, to change the real property, described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, from the present zoning classification of Volusia County A-2 (Rural Agriculture) to Ormond Beach B-2 (Neighborhood Commercial).

SECTION TWO. The property hereby rezoned consists of 0.32± acres at a portion of 2341 West Granada Boulevard.

SECTION THREE. The City Commission does hereby approve, authorize and direct the revision of the City's Official Zoning Map to show the classification for the area as hereby zoned as depicted in Exhibit "B" attached hereto and incorporated herein by reference.

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

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

PASSED UPON at the first reading of the City Commission, this 16th day of February, 2021.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of March, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk

EXHIBIT "A"**Page 1 of 2**

A PORTION OF LAND LYING IN SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 27, RUN N01°30'21"W ALONG THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 1200.53 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF FLORIDA STATE ROAD 40, (A 200 FOOT RIGHT-OF-WAY AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 79100-2503, PAGE 13 of 18, DATED OCTOBER 19,1960 SAID POINT ALSO KNOW AS THE POINT OF BEGINNING; THENCE N82°36'49"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 126.52 FEET; THENCE DEPARTING SAID NORTH LINE RUN N01°30'21"W A DISTANCE OF 101.77 FEET; THENCE N88°06'42"E A DISTANCE OF 125.00 FEET; THENCE S01°30'21"E A DISTANCE OF 122.16 FEET TO THE POINT OF BEGINNING.

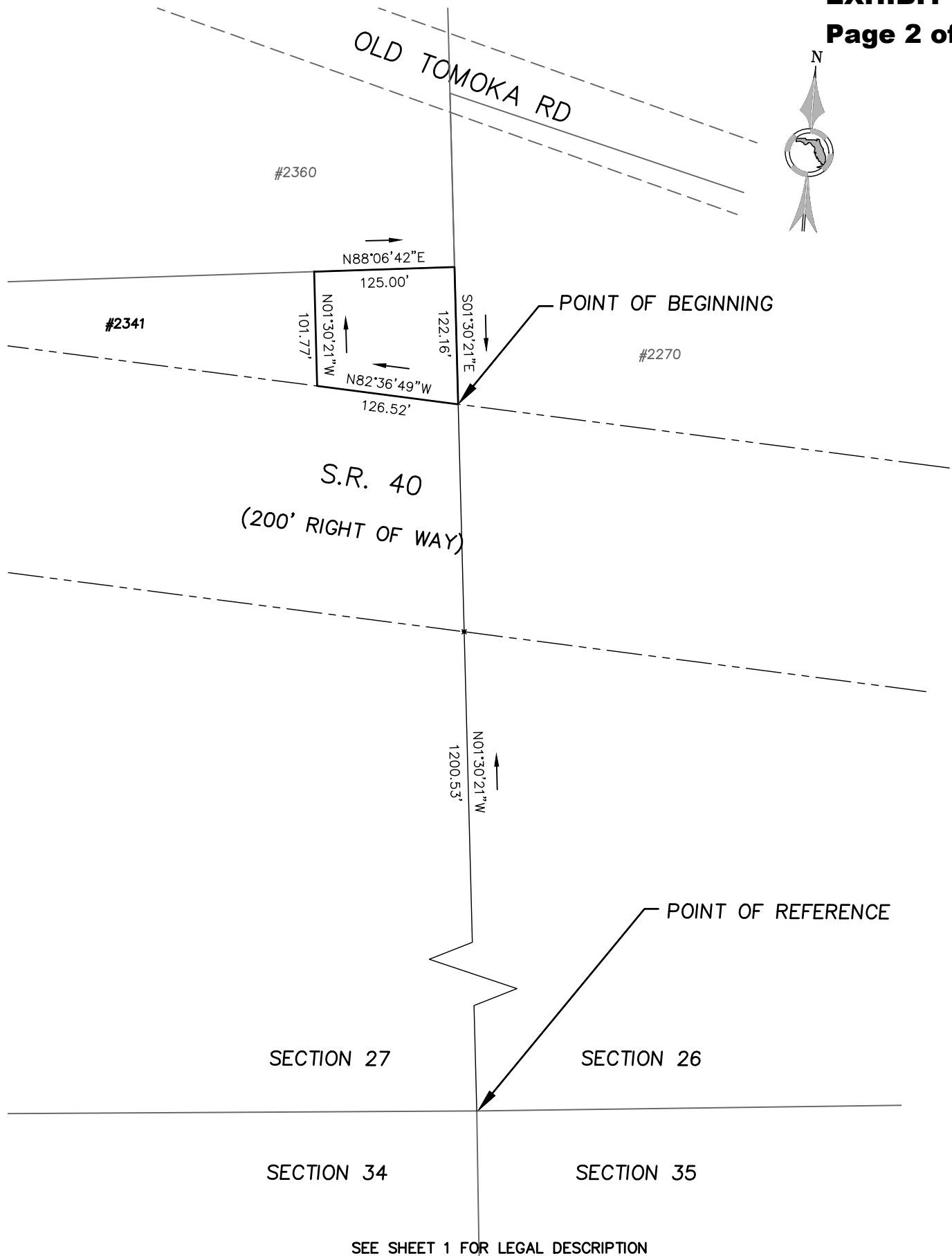
CONTAINING 13,995 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 11/12/20	PROJECT NO.:
SCALE: N.T.S.'	FILE NAME: 2341WGRAN
SHEET: 1 OF 2	DRAWN BY: CO

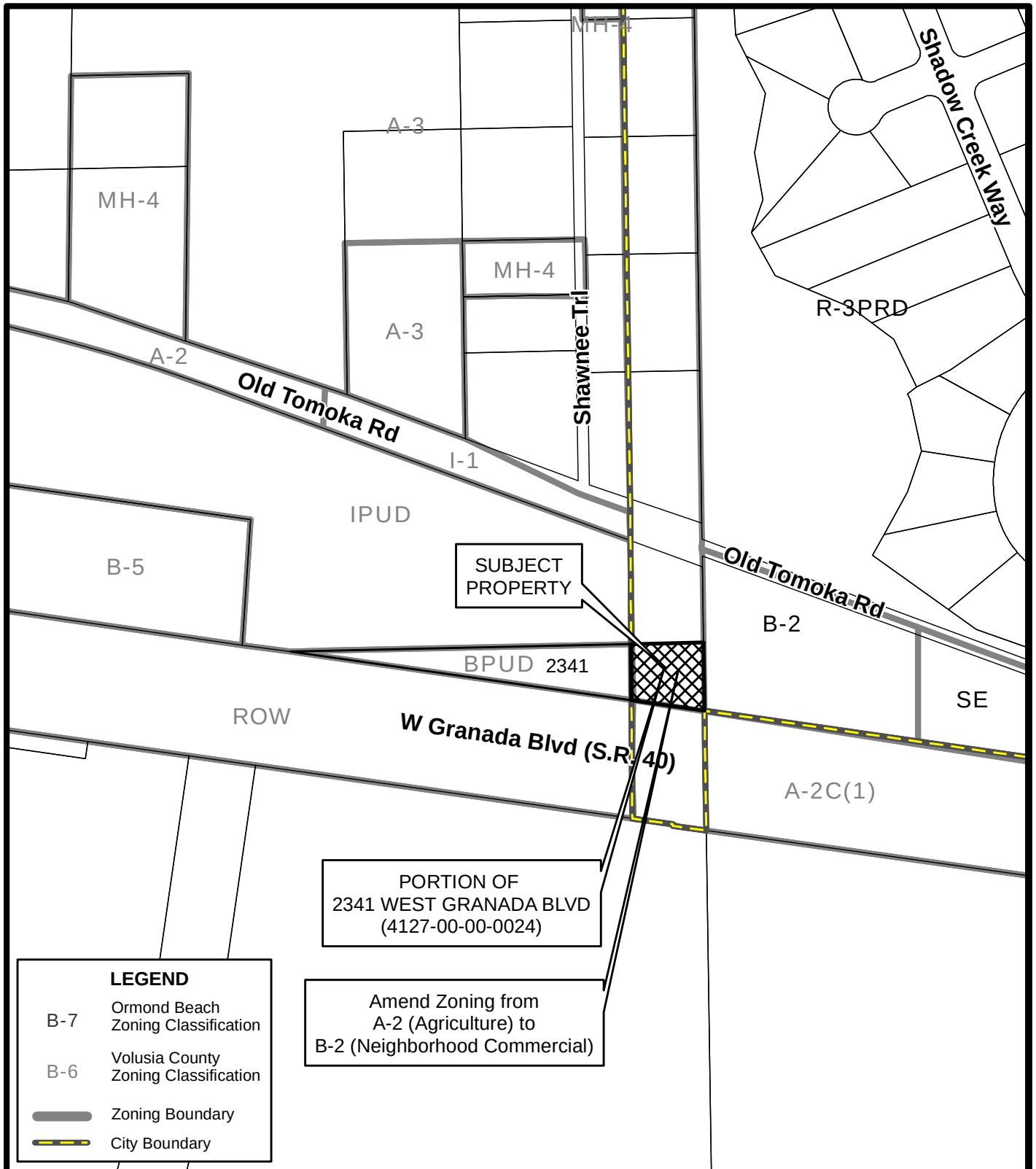
Packet Pg. 487

EXHIBIT "A"**Page 2 of 2**

City of Ormond Beach
Engineering Division

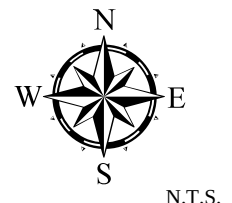
DATE: 11/12/20	PROJECT NO.:
SCALE: N.T.S.'	FILE NAME: 2341WGRAN
SHEET: 2 OF 2	DRAWN:

Packet Pg. 488



**PROPOSED ZONING MAP
PORTION OF 2341 WEST GRANADA BLVD
(4127-00-00-0024)**

Prepared By: The City of Ormond Beach
G.I.S. Department - November 9, 2020



STAFF REPORT

City of Ormond Beach Department of Planning

DATE: November 30, 2020

SUBJECT: Portion of 2341 West Granada Boulevard, Amendment to the Official Zoning Map

APPLICANT: Administrative

NUMBER: RZ 2021-010

PROJECT PLANNER: Noel Eaton, Senior Planner
Steven Spraker, AICP, Planning Director

INTRODUCTION:

This is an administrative request to amend the City's Official Zoning Map for a 0.32± acre land area from the existing zoning classification of Volusia County A-2 (Rural Agriculture) to Ormond Beach B-2 (Neighborhood Commercial) for a portion of the property at 2341 West Granada Boulevard. The subject property is shown below in Exhibit 1:

EXHIBIT 1: Location of a portion of 2341 West Granada Boulevard:



BACKGROUND:

City staff met with the property owner of the property at 2341 West Granada Boulevard recently who has inherited the property and is reviewing the zoning options for the property. The subject property is partially located in unincorporated Volusia County and partially within the City of Ormond Beach. The eastern 125 feet of the property located at 2341 West Granada Boulevard was annexed into the City of Ormond Beach in 1962 for a utility service corridor among other properties. The subject area was never given a city land use or zoning designation. The remaining western portion of the property was developed in unincorporated Volusia County as a 1996 BPUD (Volusia County Resolution 96-165) for a telecommunications facility, including a 250-foot antenna structure and a 419 square foot building.

The portion of the subject parcel within Ormond Beach is currently vacant. The property currently has a land use of Volusia County Rural (R) and is zoned Volusia County A-2 (Rural Agriculture). Since the subject property has been annexed into the City of Ormond Beach, it is required to have a land use and compatible zoning assigned. Until a city land use designation and zoning classification are adopted, the property maintains its County land use and zoning classifications. Due to the small parcel size, greenbelt buffer, stormwater, landscaping and parking, staff believes that there are limited development options.

The proposed zoning map amendment schedule of the subject property is as follows:

EXHIBIT 2: Zoning map amendment schedule:

Action/Board	Date
Planning Board	December 10, 2020
City Commission 1 st Reading	February 16, 2021
City Commission 2 nd Reading	March 2, 2021

ANALYSIS:

The existing Volusia County zoning classification for the subject property is Volusia County A-2 (Rural Agriculture). The Volusia County Land Development Code states the purpose and intent for the A-2 (Rural Agriculture) zoning classification as follows:

This classification is to preserve and protect rural areas of the county that have some agricultural value but which are also suitable for rural estate living.

The subject property is undergoing a land use amendment to assign a City Future Land Use designation of "General Commercial". The goal of the zoning classification is to provide the most compatible zoning with surrounding properties and the most consistent designation with the adopted Future Land Use map designation.

The adjacent land use designations and zoning classifications are as follows:

EXHIBIT 3: Land use and zoning designations:

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	Future Land Use Designation	Zoning Classifications
North	Industrial	Volusia County "Industrial"	Volusia County "Industrial Planned Unit Development" (IPUD)
South	Vacant Avalon Park	Daytona Beach "Low Intensity Urban"	Daytona Beach "Planned Development General" (PD-G)
East	Vacant	Ormond Beach "General Commercial"	Ormond Beach "Neighborhood Commercial" (B-2)
West	Communication Tower	Volusia County "Rural"	Volusia County "BPUD"

In choosing a consistent zoning district for the proposed land use of General Commercial, Table 2-2 under Chapter 2, Article I – Establishment of Zoning Districts and Official Zoning Map, Section 2.02 of the City's Land Development Code was referenced.

EXHIBIT 4: Table 2-2 of the Land Development Code:

Table 2.2 Establishment of Zoning Districts and Official Zoning Map	
Chapter 2, Article I Zoning Districts, Section 2.02 Future Land Use Map Designations and Zoning Districts	
Comprehensive Plan Future Land Use Map Designation	Corresponding Compatible Zoning District
General Commercial	B-2, Neighborhood Commercial B-3, Reserved B-4, Central Business B-8, Commercial PBD, Planned Business Development

The B-2 (Neighborhood Commercial) zoning designation was selected based on the abutting city zoning and limited commercial uses. The B-4 (Central Business) zoning designation is located in and around the Downtown and would not be an appropriate zoning designation. The B-8 (Commercial) zoning designation is located along major commercial corridors and allows both intensive residential and commercial uses and would not be appropriate for this land area.

The B-2 (Neighborhood Commercial) zoning district does not allow residential uses and neighborhood commercial uses, such as daily needs and a convenience store (with no gas).

CONCLUSION/CRITERIA FOR APPROVAL:

Section 1-15(d)(3) of the Land Development Code states that the Planning Board shall review rezonings based on the Development Order criteria in Section 1-15(e) of the Land Development Code which are analyzed below:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare, or quality of life.**

Due to the small nature of the property and constraints within the Land Development Code, such as a greenbelt buffer, landscape buffers, parking requirements, and stormwater, staff does not believe this site is conducive to a high intensity use or development potential. Any future site redevelopment shall be reviewed based upon the standards of the Land Development Code by the Site Plan Review Committee.

- 2. The proposed development is consistent with the Comprehensive Plan.**

There is a separate future land use map amendment that proposes to assign a City "General Commercial" designation to the property. The proposed B-2 (Neighborhood Commercial) zoning district is consistent with the "General Commercial" land use designation.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The property is vacant and any new construction would require review by the Site Plan Review Committee. This criterion is not applicable.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The remainder of the property has a 250-foot communications tower and 419 Sq./ft. facility building. This proposed zoning map amendment is not anticipated to have an impact on adjacent properties. Any site development would require separate approvals in compliance with the Land Development Code.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

The zoning action is the result of annexation into the city in 1962. The property is vacant and any new construction would require review by the Site Plan Review Committee. The Land use amendment staff report has analyzed the theoretical maximum potential impacts.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The property is vacant and any new construction would require review by the Site Plan Review Committee. This criterion is not applicable.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

The property is vacant and any new construction would require review by the Site Plan Review Committee. This criterion is not applicable. The Land use amendment staff report has analyzed the maximum potential impacts.

- 8. The proposed development provides for the safety of occupants and visitors.**

The property is vacant and any new construction would require review by the Site Plan Review Committee. This criterion is not applicable.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

The property is vacant and any new construction would require review by the Site Plan Review Committee. This criterion is not applicable.

- 10. The testimony provided at public hearings.**

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Section 1-18.E.3 of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The rezoning is consistent based upon the following points:

- The impacts on facilities and services are minor with the requested zoning amendment from Volusia County A-2 (Rural Agriculture) to Ormond Beach B-2 (Neighborhood Commercial);
- The proposed City zoning classification of B-2 (Neighborhood Commercial) is the most consistent zoning classification with the Volusia County zoning classification of A-2 (Urban Single-Family Residential) and with the surrounding properties currently zoned in the City; and
- The administrative request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Plan Map designation of "General Commercial".

RECOMMENDATION: Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission of the administrative request to amend the Official Zoning Map to change the zoning classification of a portion of 2341 West Granada

Boulevard from Volusia County A-2 (Rural Agriculture) to Ormond Beach B-2 (Neighborhood Commercial).

Attachments:

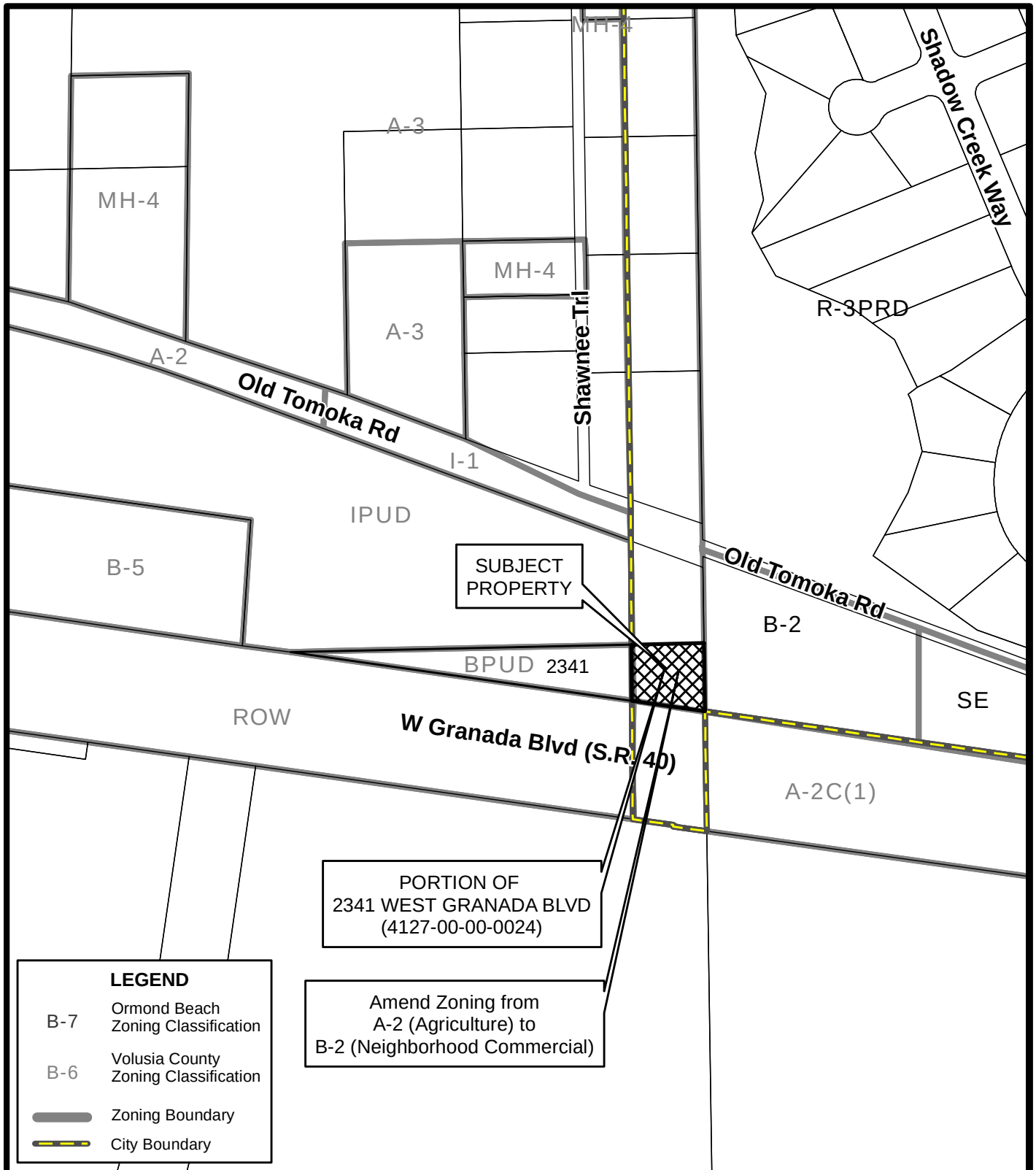
Attachment 1: Zoning Map

Attachment 2: Sketch and legal description/location and aerial maps

Attachment 3: Section 2-23 of the Land Development Code, B-2 (Neighborhood Commercial) Zoning District

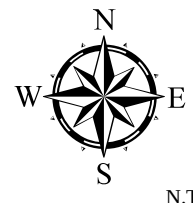
Attachment 1:

Proposed zoning map



PROPOSED ZONING MAP
PORTION OF 2341 WEST GRANADA BLVD
(4127-00-00-0024)

Prepared By: The City of Ormond Beach
 G.I.S. Department - November 9, 2020



N.T.S.

Attachment 2:

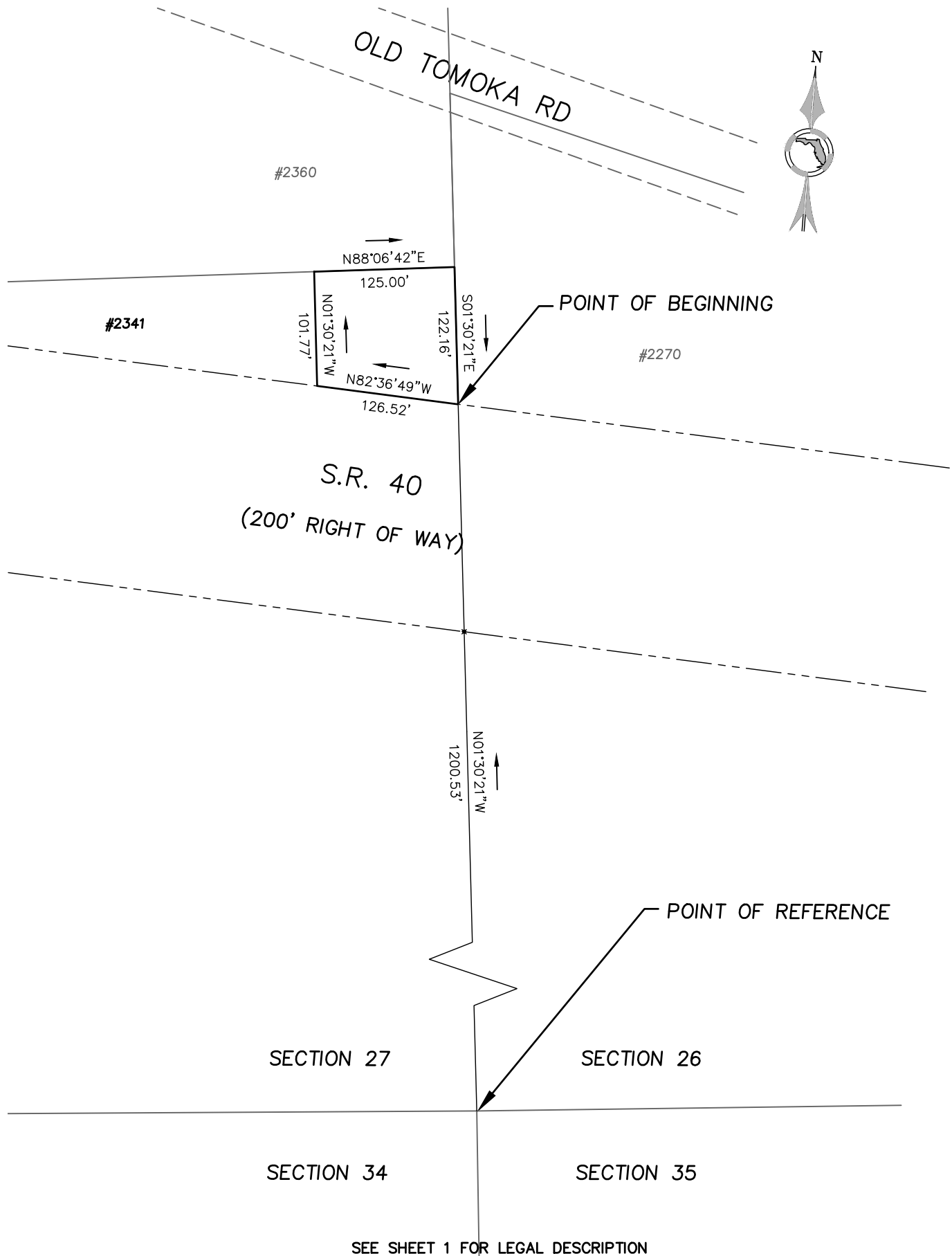
Sketch and legal
description/location and
aerial maps

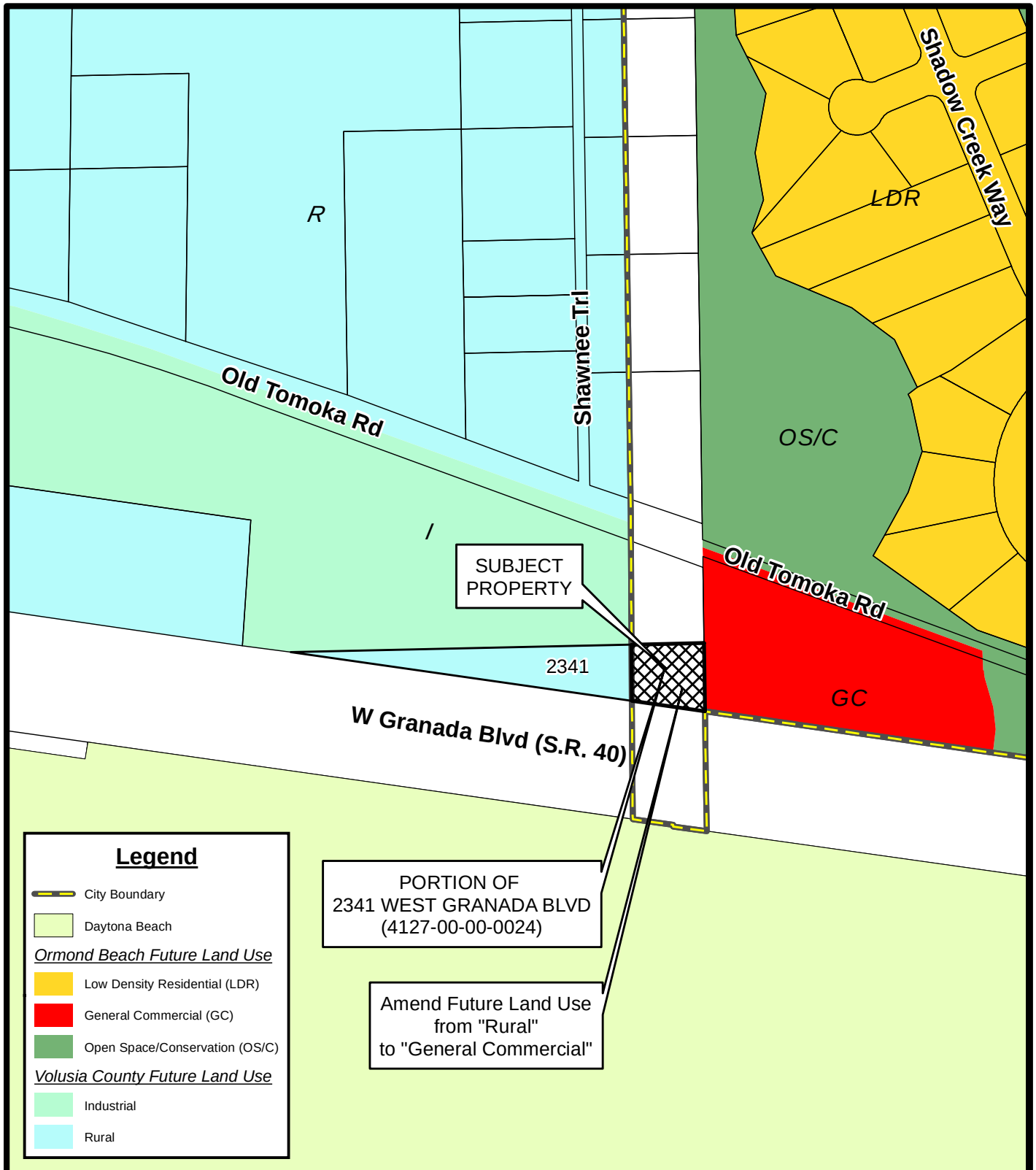
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CONTAINING 13,995 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

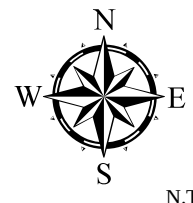
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

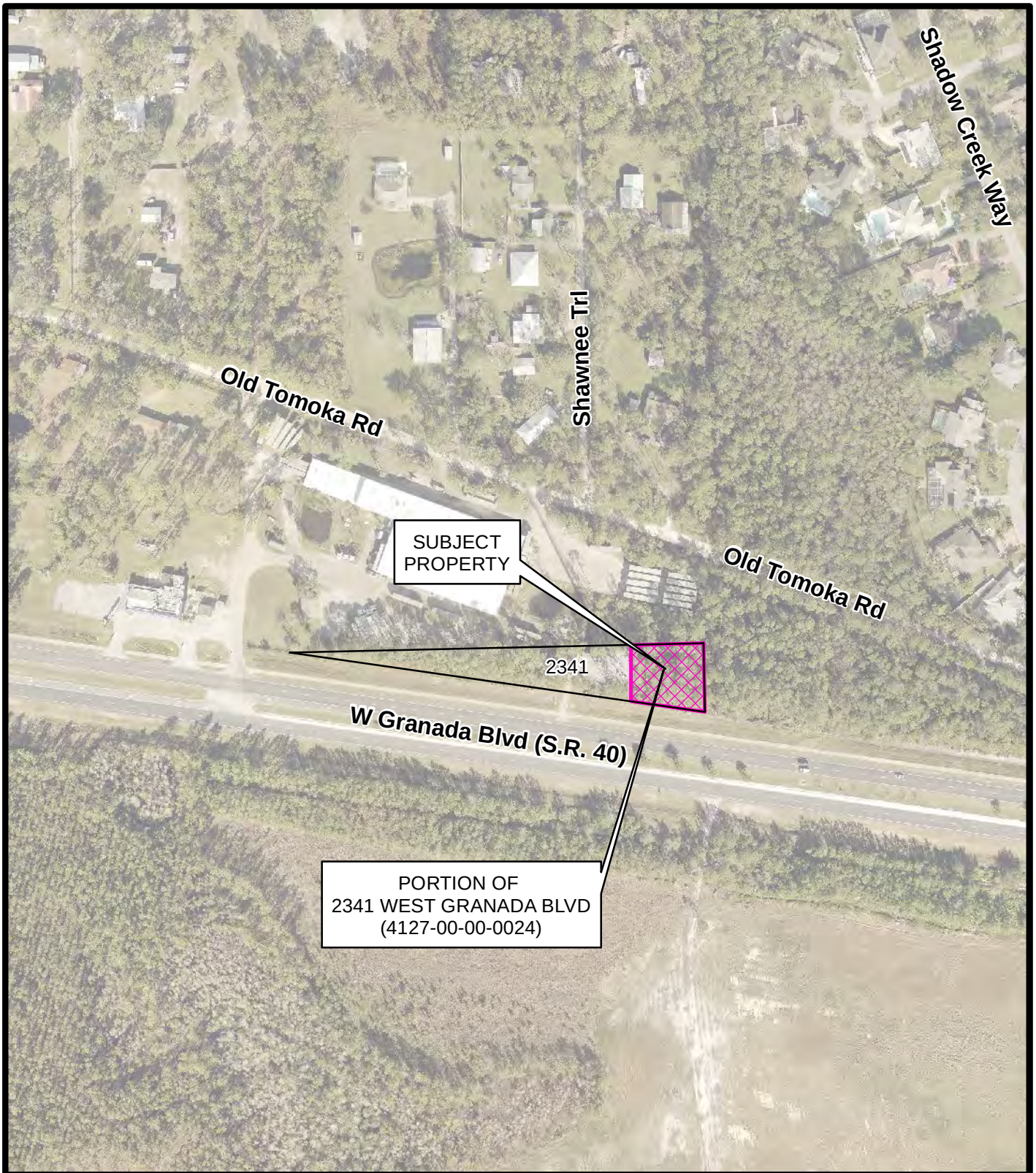




**FUTURE LAND USE MAP
PORTION OF 2341 WEST GRANADA BLVD
(4127-00-00-0024)**

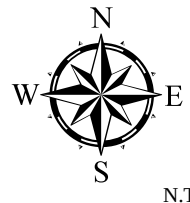
Prepared By: The City of Ormond Beach
G.I.S. Department - November 19, 2020



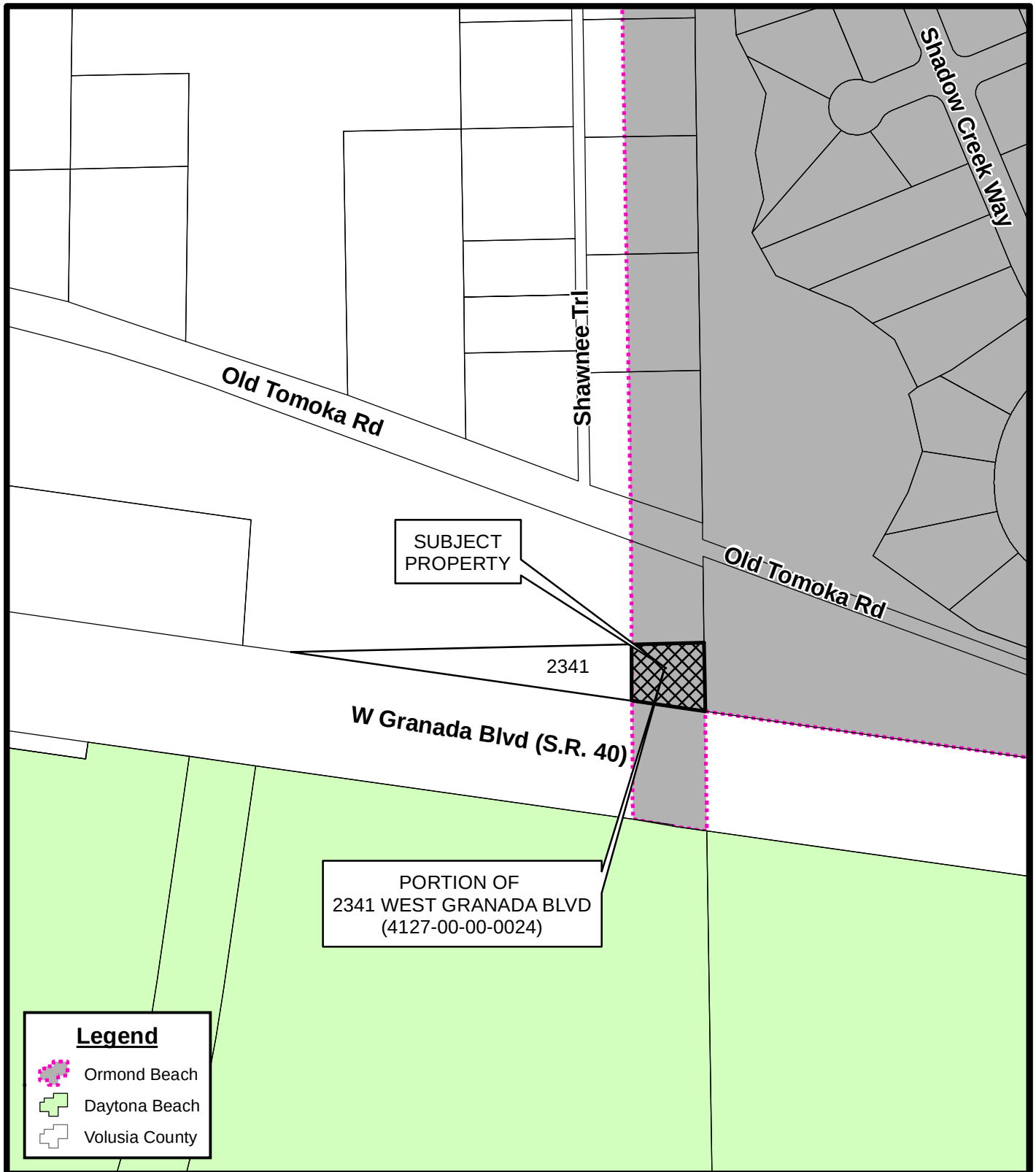


**AERIAL MAP
PORTION OF 2341 WEST GRANADA BLVD
(4127-00-00-0024)**

Prepared By: The City of Ormond Beach
G.I.S. Department - November 9, 2020

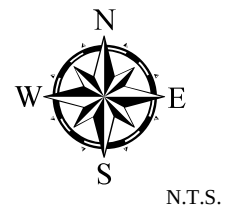


N.T.S.



LOCATION MAP
PORTION OF 2341 WEST GRANADA BLVD
(4127-00-00-0024)

Prepared By: The City of Ormond Beach
 G.I.S. Department - November 9, 2020



Attachment 3:

**Section 2-15 of the Land
Development Code, R-3
(Single-Family Medium
Density) Zoning District**

Sec. 2-23. B-2, Neighborhood Commercial Zoning District.

A. PURPOSE:		The purpose of the Neighborhood Commercial (B-2) Zoning District is to provide small attractive areas to meet the daily shopping needs of residents of the immediate neighborhood. These commercial areas should be designed and constructed so as to be architecturally compatible with the residential development in the area and to cause the least possible nuisance to nearby residential uses.										
B. DIMENSIONAL STANDARDS												
1. Type	2. Density	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Side/Corner	e. Waterfront
Nonresidential Uses	—	30'	30%	75%	1 acre	150'	—	50'	20'; 30' if abutting residential district; 5' additional combined side yard required for each story over 2.	30'	50'	30'
C. PERMITTED USES			D. CONDITIONAL USES			E. SPECIAL EXCEPTION USES			F. OTHER STANDARDS			
1. Retail Sales and Service, Daily Needs 2. School, Public			1. Convenience Store, Type "B" 2. Parks and Recreation Facilities, Private 3. Parks and Recreation Facilities, Public 4. Public Facilities 5. Public Utilities 6. Telecommunication Tower or Antenna, Camouflaged 7. Wind Energy System			1. Outdoor Activity 2. Outdoor Storage			All development must comply with setback requirements: 1. Wetlands (chapter 3, article II). 2. Special corridors and buffer requirements (chapter 3, article I). 3. See conditional and special exception regulations (chapter 2, article IV).			
G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III.												

Sec. 2-24. B-3, Reserved.

Planning Board minutes
2341 West Granada Boulevard
Zoning Map Amendment

property was developed in unincorporated Volusia County as a 1996 BPUD for a telecommunications facility including a 250-foot antenna structure and a 419 square foot building. Ms. Eaton continued that the proposed land use amendment seeks to change the land use designation of the subject property from unincorporated Volusia County “Rural” (R) to the City of Ormond Beach “General Commercial” (GC). The goal of the assignment of the land use and zoning was to provide the B-2 (Neighborhood Commercial) zoning designation. The B-2 zoning district does not allow residential uses or intensive commercial uses and allows neighborhood commercial uses. Ms. Eaton explained that in order to assign the B-2 (Neighborhood Commercial) zoning designation, the property must be assigned the “General Commercial” land use designation.

Ms. Eaton stated that due to the small nature of the property and constraints within the Land Development Code (LDC), such as a greenbelt buffer, landscape buffers, parking requirements, and stormwater, staff believes the development potential is low. It is important to note that the land use amendment does not approve a specific development, but instead, the framework for future site development applications. Ms. Eaton continued that staff recommends that the Planning Board recommend approval to the City Commission for a Future Land Use map amendment for 0.32± acres from the existing land use designation of Volusia County “Rural” (R) to Ormond Beach “General Commercial” (GC) for a portion of the property located at 2341 West Granada Boulevard. Ms. Eaton concluded that the City Commission dates are January 19, 2021 for first reading and February 2, 2021 for second reading.

Board discussion ensued on the industrial use property to the north of the subject site.

Mr. Jorczak made a motion to LUPA 2021-009: Portion of 2341 West Granada Boulevard, Land Use Amendment. Ms. Tolland seconded the motion. Vote was called, and the motion was approved (7-0).

D. RZ 2021-010: Portion of 2341 West Granada Boulevard, Zoning Map Amendments

Ms. Noel Eaton, Senior Planner, explained that RZ 2021-10 is an administrative request to amend the City’s official land use map of the 0.32 ± acres at 2341 West Granada Boulevard from Volusia County A-2 (Rural Agriculture) to Ormond Beach B-2 (Neighborhood Commercial) for a portion of the property. Ms. Eaton continued reiterating that the eastern 125 feet of the property was annexed into the City of Ormond Beach in 1962 for a utility service corridor among other properties. The subject area was never given a city land use or zoning designation. The remaining western portion of the property was developed in unincorporated Volusia County as a 1996 BPUD for a telecommunications facility.

Ms. Eaton stated that the portion of the subject parcel within Ormond Beach is currently vacant. The property currently has a land use of Volusia County Rural (R) and is zoned Volusia County A-2 (Rural Agriculture). She continued that the B-2 (Neighborhood Commercial) zoning designation was selected based on the abutting city zoning and limited commercial uses. Due to the small nature and the constraints within the Land Development Code (LDC) staff does not believe that the site is conducive to high, intensive use or development potential.

Ms. Eaton concluded that staff recommends approval to the City Commission for the administrative request to amend the official zoning map to change the zoning classification from Volusia County A-2 (Rural Agriculture) to Ormond Beach B-2 (Neighborhood Commercial) for a portion of property at 2341 West Granada Boulevard.

Ms. Tolland made a motion to approve RZ 2021-010: Portion of 2341-010: Portion of 2341 West Granada Boulevard, Zoning Map Amendments. Mr. Scudiero seconded the motion. Vote was called, and the motion was approved (7-0).

E. MM 2019-020: 2020 Capital Improvements Element (CIE) Annual Update

Mr. Steven Spraker, Planning Director, delivered information on the administrative update to the Capital Improvements Element (CIE) Comprehensive Plan. The State Statutes require that the CIE be updated annually and it implements the capital improvement plans and annual budget that the City Commission approves. Mr. Spraker explained that they are large items, typically over twenty-five thousand dollar-projects, which includes the Volusia County School Board, as the City entered into an interlocal agreement with them. Mr. Spraker added that transportation projects, concurrency, residential trends, population and permit information are also included. The update does not include any text changes to the goals, objectives and policies of the CIE. Mr. Spraker concluded that the City Commission dates for this will take place January 19, 2021 for the first reading and February 2, 2021 for the second reading.

Chairman Thomas commented that the City is not planning to spend money in 2021-2024 on parks and recreation. Mr. Spraker explained that the current year plan is only adopted and that in future years the Capital Improvement Plan can be amended to include other projects. He elaborated that new projects come in and go out or are expanded. Chairman Thomas commented on what he has learned from the Leisure Service Board regarding future projects listed that have been cancelled.

Ms. Shull noted that population growth has not changed too much from 1990-2020.

Mr. Jorczak asked about the status of Ormond Crossings. Mr. Spraker replied that it is a private development therefore comes from private funds and is not recorded in the Capital Improvement Plan regarding building infrastructure. He added that he has not seen any development applications for it although he is aware that there are always people looking for residential, commercial and industrial opportunities.

Ms. Shull asked how the Margaritaville, and Avalon developments and traffic affect the City of Ormond Beach and improvements in the budget. Mr. Spraker replied that Avalon will have its own process and review with opportunities to discuss the projects. The City's concurrency deals with projects within the city's level service standards.

Mr. Briley commented that Avalon will have the most affects due to the City supplying them water and sewer. Mr. Spraker answered that there are agreements already in place for water and sewer and part of the contracts state that Daytona Beach has to pay the infrastructure costs of the water and sewer improvements. Avalon will



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Joyce A. Shanahan, City Manager

Date: February 16, 2021

Subject: Adequate Shelter Definition - Code of Ordinances

Commission Goal: N/A

Introduction

This is a request for approval of an ordinance amending the *Code of Ordinances* by adding the definition of "adequate shelter" to Section 5-1, Definition, of Article I, In General, of Chapter 5, Animals and Fowl.

Background

In May 2019, through Ordinance No. 2019-12, the City Commission adopted changes to Chapter 5, Animals and Fowl, of the *Code of Ordinances* to define the terms tether and tethering as it relates to restraining a domesticated animal, and to provide language to allow for enforcement of such violations.

Discussion

Staff has received a request to update the definitions in the aforementioned code section to include the definition of adequate shelter for animals. Other local governments in Volusia County have adopted similar definitions or are in the process. The Florida Legislature also has a bill pending for the 2021 session to add a definition of "adequate shelter" that is identical to the proposed ordinance amendment.

The definition of adequate shelter to be added is as follows:

Adequate Shelter means provision of and access to a secure weather-resistant shelter that is suitable for the age, height, size, breed, and type of each animal; provides adequate air ventilation and adequate space for each animal to stand up, lay down, stretch out, and turn around without being impeded by the shelter; is safe and protects each animal from injury, rain, hail, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; during hot weather, is properly

shaded with a covering and does not readily conduct heat; during cold weather, has a windbreak at its entrance and provides a quantity of bedding material consisting of straw, cedar shavings, or the equivalent that is sufficient to protect the animal from cold and promote the retention of body heat; and, for dogs and cats, provides a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. A shelter whose wire, grid, or slat floor permits an animal's feet to pass through the openings; sags under the animal's weight; or otherwise does not protect the animal's feet or toes from injury is not adequate shelter for purposes of this section.

Budget Impact

There will be no budgetary impact to the city as a result of this item.

Citizen Impact

The addition of a definition for adequate shelter will aid in the interpretation of regulation regarding cruelty and the tethering of animals, which specify that no person shall unnecessarily deprive an animal of necessary sustenance or shelter.

Recommendation

It is recommended that the City Commission adopt this ordinance adding the definition of adequate shelter to the City's *Code of Ordinances*, Section 5-1, Definition, of Article I, In General, of Chapter 5, Animals and Fowl.

Attachments:

- 21-08 Animal Shelter Definition (P20-0188G) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/5/2021


Claire Whitley, Assistant City Manager 2/9/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 2/11/2021

ORDINANCE NO. 2021-08

AN ORDINANCE AMENDING SECTION 5-1, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, BY ESTABLISHING A DEFINITION FOR “ADEQUATE SHELTER”; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Section 5-1, Definitions, of Article I, In General, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, *Code of Ordinances*, is hereby amended by adding the following definition that shall read as follows:

Sec. 5-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adequate Shelter means provision of and access to a secure weather-resistant shelter that is suitable for the age, height, size, breed, and type of each animal; provides adequate air ventilation and adequate space for each animal to stand up, lay down, stretch out, and turn around without being impeded by the shelter; is safe and protects each animal from injury, rain, hail, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; during hot weather, is properly shaded with a covering and does not readily conduct heat; during cold weather, has a windbreak at its entrance and provides a quantity of bedding material consisting of straw, cedar shavings, or the equivalent that is sufficient to protect the animal from cold and promote the retention of body heat; and, for dogs and cats, provides a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. A shelter whose wire, grid, or slat floor permits an animal's feet to pass through the openings; sags under the animal's weight; or otherwise does not protect the animal's feet or toes from injury is not adequate shelter for purposes of this section.

Animal means every living dumb creature.

At large means off the premises of its owner and not under restraint, leash, or chain, or not otherwise controlled by a competent person.

Cat means any member of the animal species *Felis Catus*.

Continuous means without interruption.

Domesticated animal means any of various animals domesticated by man so as to live and breed in a tame condition.

Feral means an unsocialized animal which may be one or more generations removed from a home environment and that may subsist in a colony of similar animals living on the fringes of human existence.

Frequent means happening or appearing often or at close intervals.

Habitual means a usual act, practice or manner that is acquired or displayed by frequent repetition.

Horse includes any mule, burro, pony, jack or jenny.

Kennel means the commercial business of breeding, buying, selling or boarding of dogs or cats.

Livestock means any animal of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.

Owner means any person that has licensed an animal in accordance with the requirements of this chapter; or who has vaccinated such animal against rabies in accordance with F.S. § 828.30; or who otherwise has or claims ownership or a right of property in any animal.

Repeated means renewed or recurring again and again.

Stray means a free-roaming animal that is not owned by anyone; that has no reliable source of shelter or food from anyone claiming ownership or a right of property in the animal; and that is not licensed pursuant to this chapter, or vaccinated for rabies as required pursuant to F.S. § 828.30.

Tether shall mean a trolley cable, cord, rope, chain, strap, or any other linear thing that restrains, limits or confines the free unimpeded movement of a dog, cat, or other animal to a limited space or area.

Tethering or *tethered* shall mean the act of affixing or attaching a tether to a dog, cat, or other animal. The act of "tethering" shall not include the use of a leash or other restraint when utilized by a person while walking or exercising a dog, cat, or other animal; nor shall it include commercial safety restraint devices that are designed for use in vehicles for the protection of animals while they are being transported from one location to another.

Unlicensed dog or cat means a dog or cat for which the license for the current year has not been paid, or to which the tag provided for in this chapter is not attached.

Wild animal means any animal not ordinarily and customarily domesticated, including, but not limited to, any skunk, raccoon, opossum, squirrel or fox.

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

SECTION THREE. Any section, paragraph, sentence, clause and phrase of this Ordinance is severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

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

PASSED UPON at the first reading of the City Commission, this 16th day of February, 2021.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of March, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: February 16, 2021

Subject: Ormond Gateway, Preliminary Plat

Commission Goal: Community Development - Other

Introduction

This is a request from Luke Kilic, P.E. of Zev Cohen and Associates on behalf of the property owner, Destination Interchange, LLC, for a preliminary plat for an 18.17 acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) for a three (3) lot commercial subdivision with associated site improvements.

Background

The subject property has a Future Land Use designation of “Low Intensity Commercial” and “Tourist Commercial”. The entire property has a zoning designation of B-7 (Highway Tourist Commercial). The B-7 (Highway Tourist Commercial) zoning district, Section 2-28 of the Land Development Code requires a minimum lot width of 100’ and a minimum lot size of 20,000 square feet. The purpose of the application is the development of a commercial subdivision for three (3) lots including the installation of utilities, stormwater management, compensating storage ponds, improvements in the Florida Department of Transportation right-of-way (driveway access, utilities and sidewalk) and Greenbelt landscape plantings. The improvements associated with the preliminary plat will establish common improvements that would be used for all three lots. The individual development of the lots would require separate Site Plan Review Committee (SPRC) review and approval. The project has indicated the uses would include a convenience/gas store, retail, and restaurant uses. These uses are allowed uses within the B-7 zoning district.

In order to subdivide land, preliminary and final plat approvals are required. The Land Development Code defines a preliminary plat as “a proposed subdivision plan that is in an exact and precise manner in which it may be evaluated pursuant to this Land Development Code and the comprehensive plan”. A preliminary plat contains

information on stormwater design, utilities, lot grading, and road layout and is reviewed by the Site Plan Review Committee (SPRC). Preliminary plats are reviewed by the Planning Board and acted upon by the City Commission.

Discussion

Below is a description of the Ormond Gateway preliminary plat:

1. Three (3) commercial lots are proposed on an 18.17 acre parcel. Lot 1 is proposed at 2.87 acres, lot 2 at 5.45 and lot three at 2.24. The proposed lot sizes exceed the B-7 (Highway Tourist Commercial) zoning district requirements. The remaining areas are common stormwater, compensating storage and tree preservation areas.
2. *No site plan development is proposed with the preliminary plat.* This application is solely for the site subdivision work associated with the project.
3. There is an existing Florida of Department of Transportation ditch along the general area of the vacated Pennsylvania Street right-of-way that will be relocated to the U.S. Highway 1 frontage and along the northern property line of the subject property. The relocated ditch would be piped.
4. Work within the Florida of Department of Transportation U.S. Highway 1 right-of-way includes:
 - a) Construction of two access points. One access point aligns with the existing traffic signal of U.S. Highway 1 and Destination Daytona Lane.
 - b) Construction of turning lanes into the project site.
 - c) Construction of a six (6') foot sidewalk.
 - d) Piping for stormwater including the ditch relocation.
 - e) Connection to water and sewer lines.
5. Sheet 5 shows the limits of site clearing. The preliminary plat is only clearing areas needed for the construction of infrastructure improvements, such as stormwater ponds, utility improvements, and compensating storage. The 36' greenbelt buffer would remain except where the driveway and utility connections occur. The site plans for the lots would each have their own site plans, including clearing areas and required landscape plantings.
6. There are two (2) historic trees of 52" and 38" in diameter that shall remain.
7. In Attachment 2, the Environmental Assessment for the project is included. The property has a total wetland area of 4.21 acres and a total surface water area (ditch) of 0.58 acres. The Environmental Assessment states that a total of 2.24 mitigation bank credits is required to offset the wetland impacts.
8. A significant portion of the subject property is within a flood zone. Filling within the flood zone requires compensating storage. The project has on-site and off-site compensating storage proposed. Section 3-20(k)(7)(b) of the Land Development Code states the off-site compensating storage "must be considered hydrologically equivalent and documentation of equivalency shall be submitted". The two off-site compensating storage areas are located across the railroad and are 1.67 and 3.05 acres in size and have been determined by the SPRC as hydrologically equivalent.
9. Project utility connections would occur with the preliminary plat, including

connections to the existing water and sewer lines in the U.S. Highway 1 right-of-way. The project has designed a master lift station to serve the three (3) lots.

10. The Land Development Code requires 15% of the site to remain in a natural state or 2.73 acres. The project has proposed 3.05 acres to remain in a natural state or 16.78% of the site area.

Planning Board review

The Planning Board reviewed the zoning map amendment at the January 14, 2021 meeting and recommended approval with a 7-0 vote. There were no speakers on this item for or against the amendment. The Planning Board minutes are attached to this packet item.

Budget Impact

There is no budget impact as the result of this preliminary plat.

Citizen Impact

There is no citizen impact anticipated with the preliminary plat. The land area is close to Interstate 95 and the future uses are uses that would be allowed in the B-7 (Highway Tourist Commercial) zoning districts. The project has demonstrated compliance with applicable Land Development Code requirements.

Recommendation

It is recommended the City Commission **APPROVE** the preliminary plat for the subdivision of land for an 18.17 acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) into a three (3) lot commercial subdivision with associated site improvements.

Attachments:

- 21-48 Ormond Gateway Preliminary Plat (P21-0007G) (PDF)
- Exhibit A, legal description, Ormond Gateway (PDF)
- Exhibit B, Construction plans (PDF)
- Exhibit C, Preliminary Plat (PDF)
- 01.14.2021, Ormond Gateway Preliminary Plat, PB Staff Report (PDF)
- Draft Planning Board minutes, Ormond Gateway - Preliminary Plat (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 1/28/2021
Claire Whitley, Assistant City Manager 2/9/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 2/11/2021

RESOLUTION NO. 2021-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING A PRELIMINARY PLAT FOR "ORMOND GATEWAY", A COMMERCIAL SUBDIVISION OF LAND; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Destination Interchange, LLC, a Florida limited liability company, is owner of the real property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and property having no physical address (Volusia County parcel number: 3136-01-66-0070); and

WHEREAS, the City's Site Plan Review Committee has reviewed the preliminary plat, including details pertaining to clearing/tree removal, protected areas, stormwater retention areas, compensating storage, lot elevations, and utilities and recommends its approval; and

WHEREAS, Planning Board reviewed the preliminary plat and has provided its recommendation for approval; and

WHEREAS, the City Commission concurs with the recommendations of the Site Plan Review Committee and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves the preliminary plat for the "Ormond Gateway" commercial subdivision to be situated on this property attached hereto

as Exhibit “A”, as shown in the construction plans attached hereto as Exhibit “B”, and in the preliminary plat attached hereto as “Exhibit “C”, all of which are incorporated herein by reference, subject to full and continuous compliance to the regulations of the B-7 (Highway Tourist Commercial) zoning district.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on February 16, 2023, unless the subject property is actively being developed (i.e. permits have been issued and have continuing effect), or the requirements of Chapter 4, Article II, Section 4-18 of the *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded and the appropriate bond has been provided as required by Chapter 4, Article II, Section 4-18(8)(c) of the *Land Development Code* for the “Ormond Gateway” subdivision.

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

APPROVED AND AUTHENTICATED, this 16th day of February, 2021.

BILL PARTINGTON
Mayor

ATTEST:

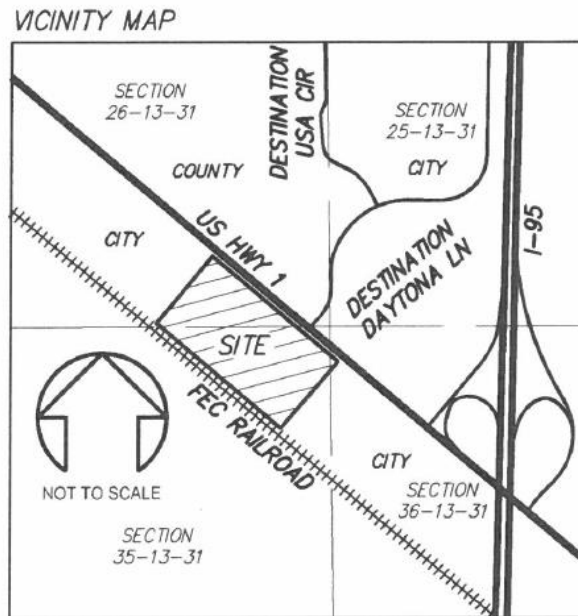
COLBY CILENTO
City Clerk

EXHIBIT "A"**Legal Description****LEGAL DESCRIPTION:**

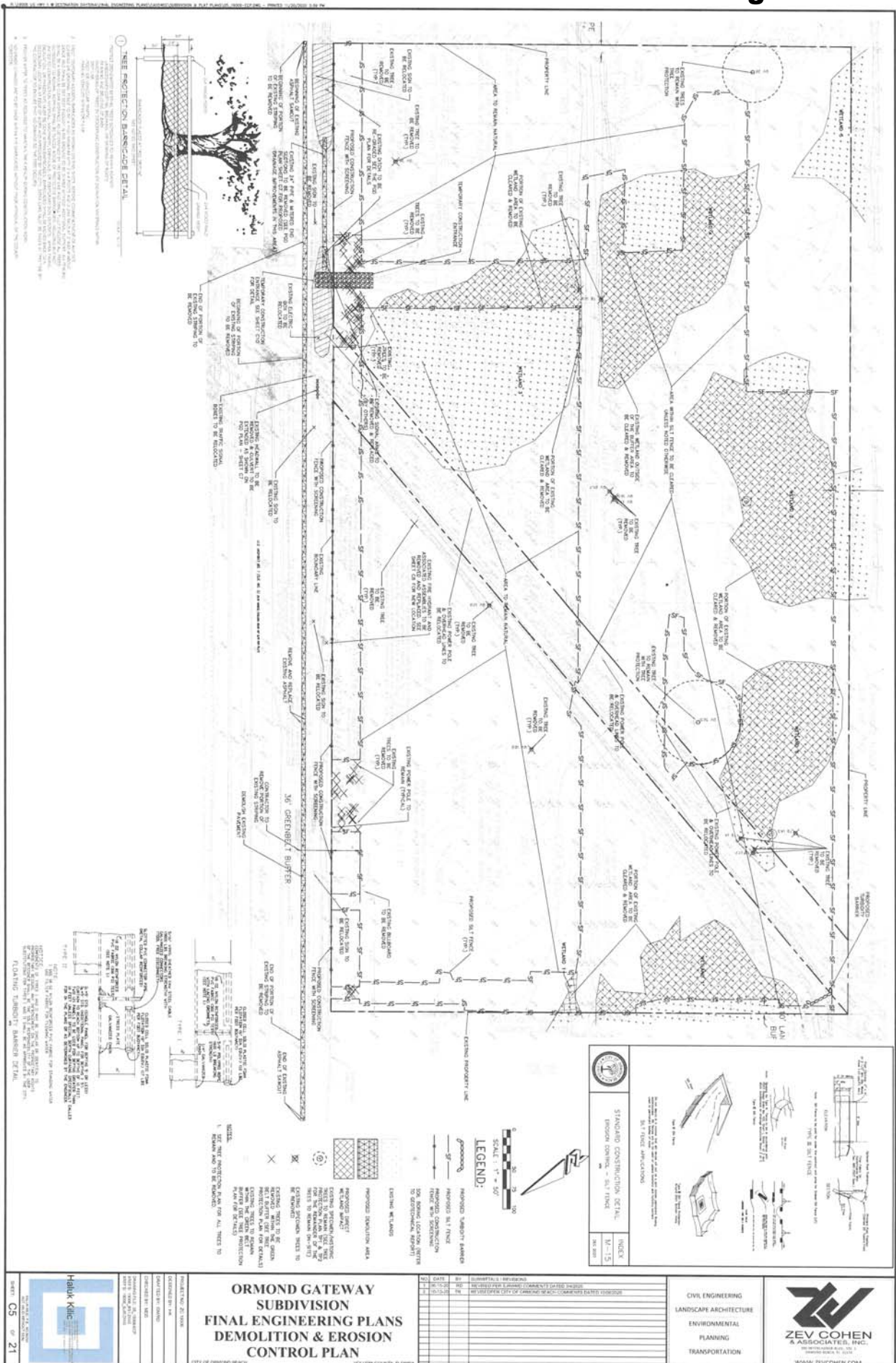
LOTS 1-8 & 21-32, BLOCK 65, LOTS 7-22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF VACATED FLAGLER ROAD AND 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250-252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS AND VACATED PENNSYLVANIA AVENUE, MAP BOOK 11, PAGES 92-93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

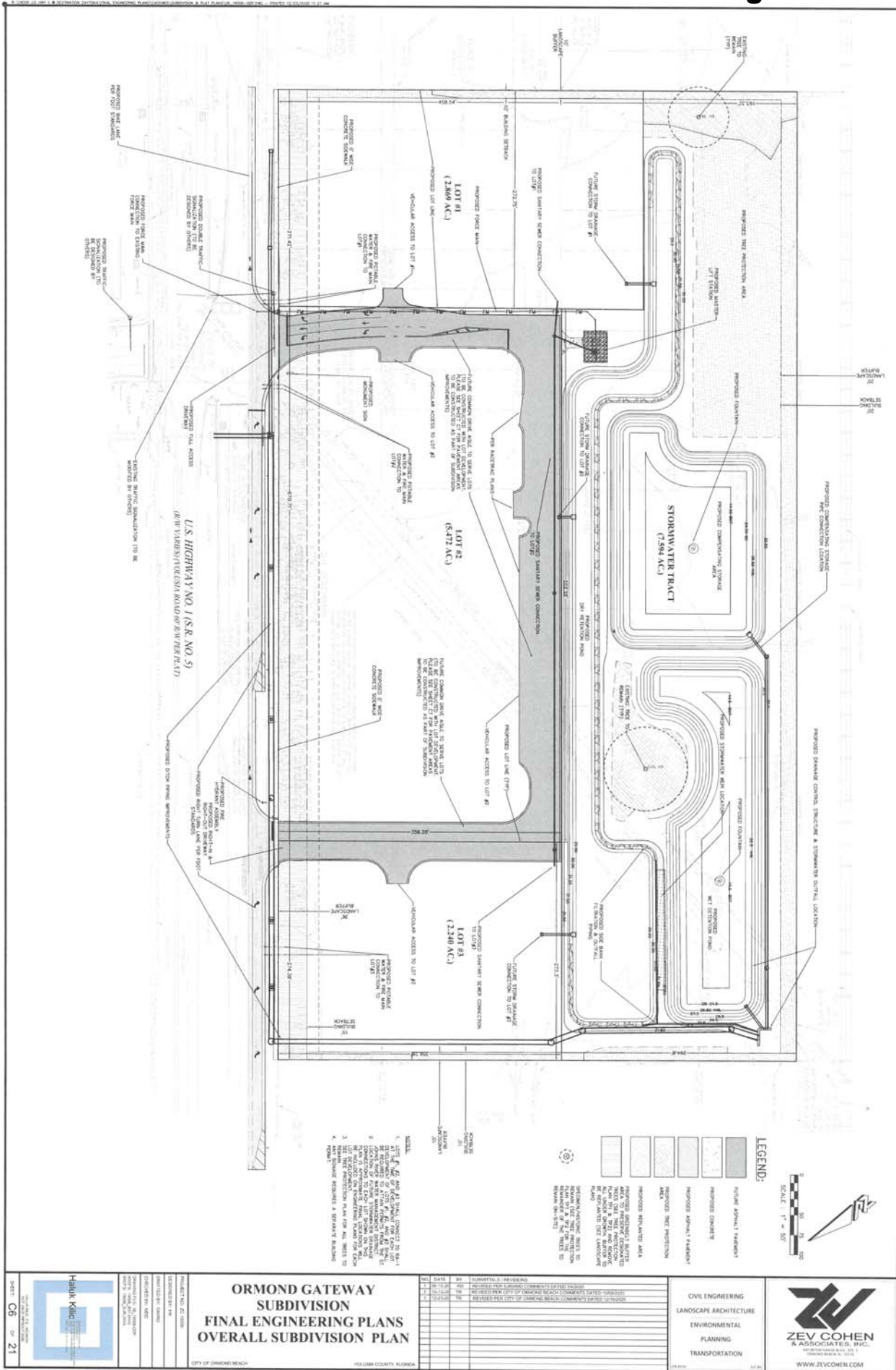
COMMENCE AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 51 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 248.33 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 160 FOOT RIGHT OF WAY) AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S49°52'16"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 402.27 FEET TO A POINT ON THE WESTERLY LINE OF LOT 9, BLOCK 65, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250-252, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S40°12'01"W, ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF LOT 20, BLOCK 65 AND LOT 6, BLOCK 66, SAID REPLAT OF NATIONAL GARDENS AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, A DISTANCE OF 651.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD, HAVING A 100.00 FOOT RIGHT-OF-WAY; THENCE N49°45'01"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1214.58 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N40°01'49"E, A DISTANCE OF 651.02 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE S49°45'11"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 814.24 FEET TO THE POINT OF BEGINNING.

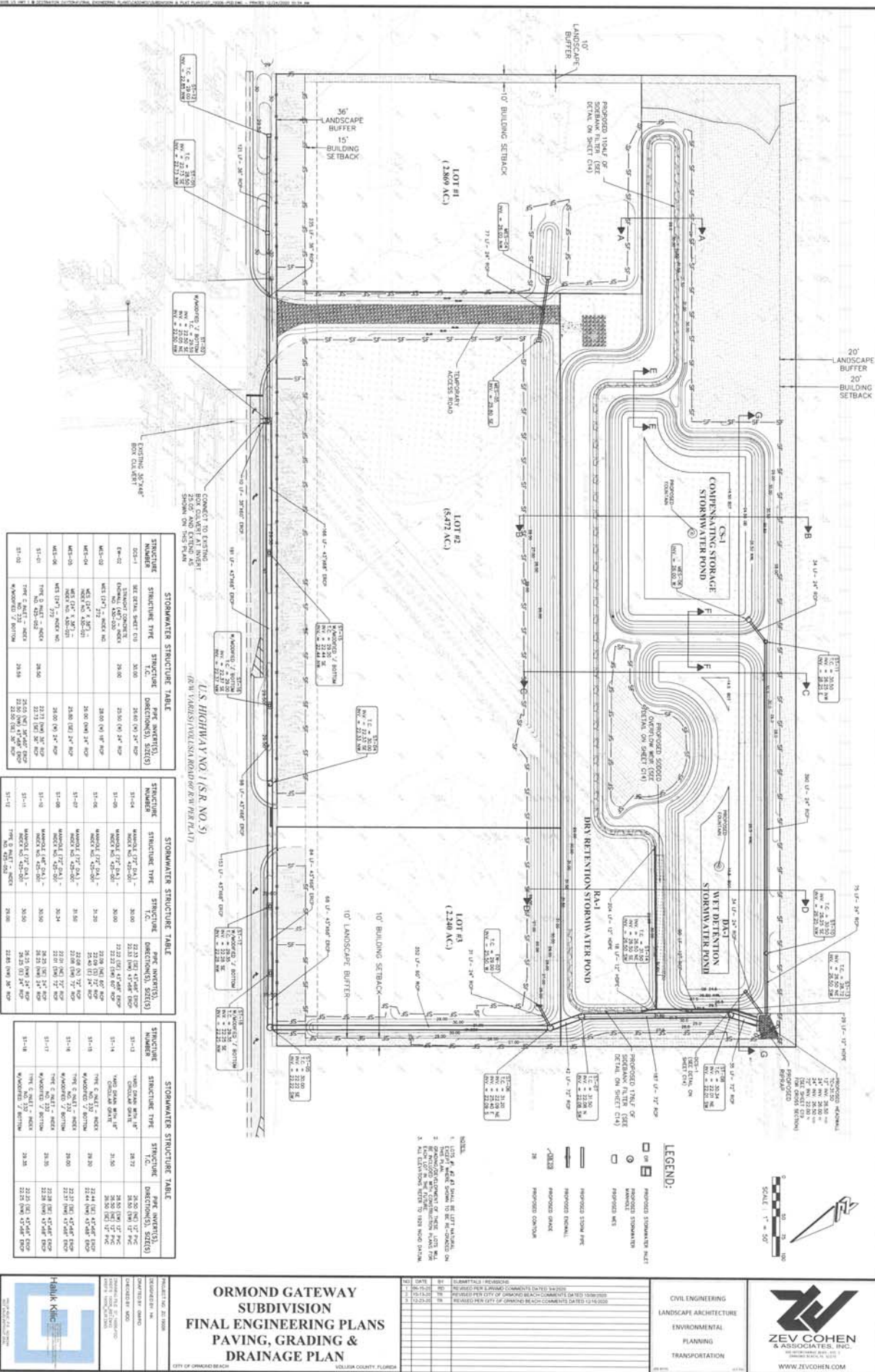
SAID LANDS CONTAINING 18.17 ACRES, MORE OR LESS.

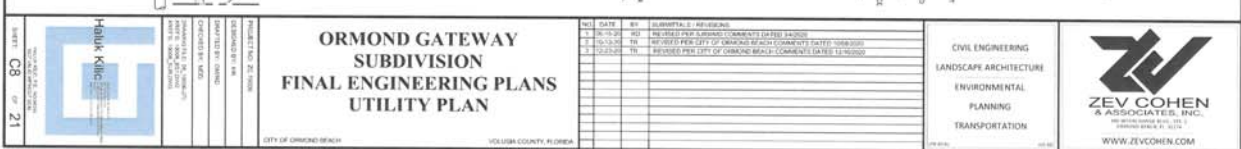
Location map

APPLICANT:	Destination Interchange, LLC
OWNER:	Destination Interchange, LLC
ADDRESS:	1662 North U.S. Highway 1 and 1670 North U.S. Highway 1
PARCEL ID#	3126-00-00-01700, 3136-01-65-0010, and 3136-01-66-0070

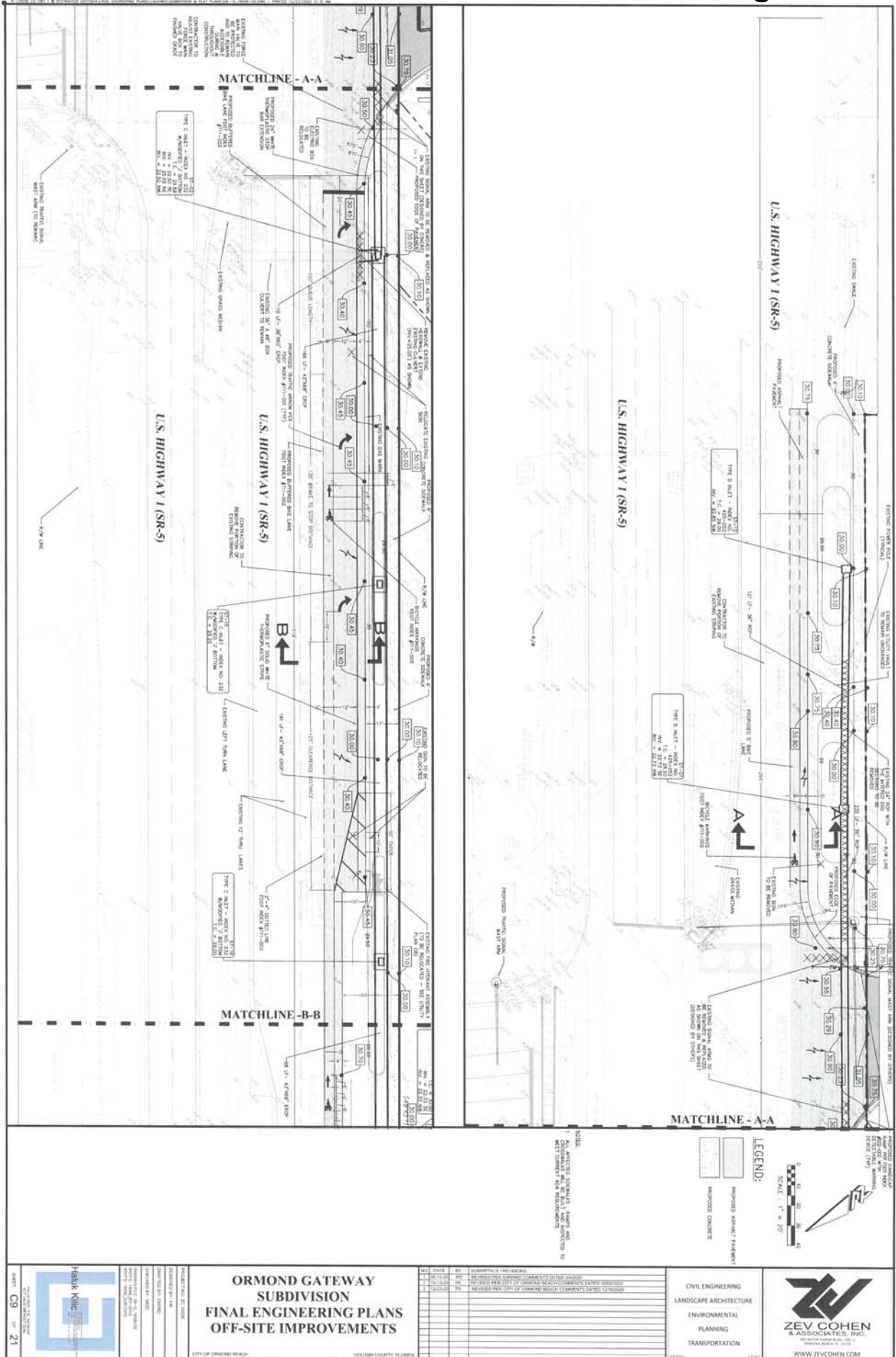




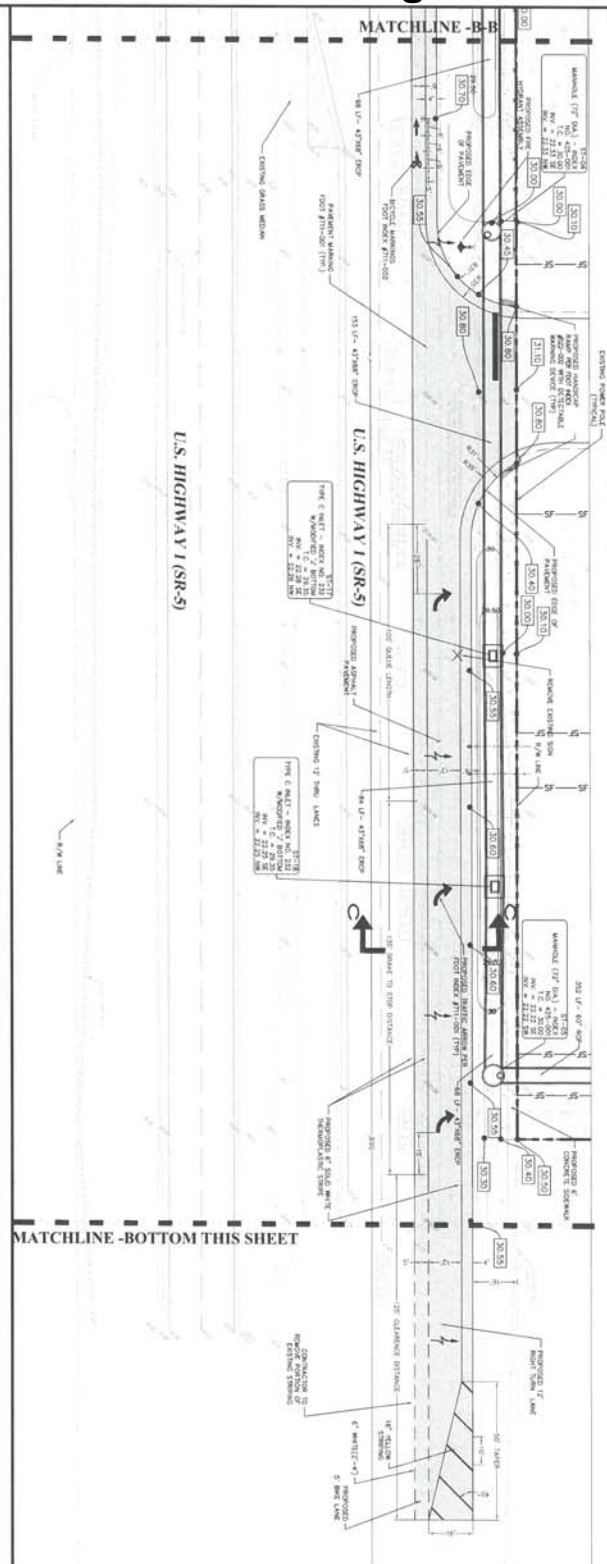




10.A.c



10.A.c

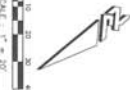


5. ALL AFFECTED SOFTWARE, HARDWARE AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.

PHOTOGRAPHY: JEFFREY M. HARRIS

LEGEND:

SCALE : 1" = 20'



**ZEV COHEN
& ASSOCIATES, INC.**
500 WESTCHASE BLVD., 15th FL.
DORRIS, ARIZONA 85531-34
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

**ORMOND GATEWAY
SUBDIVISION
FINAL ENGINEERING PLANS
OFF-SITE IMPROVEMENTS**

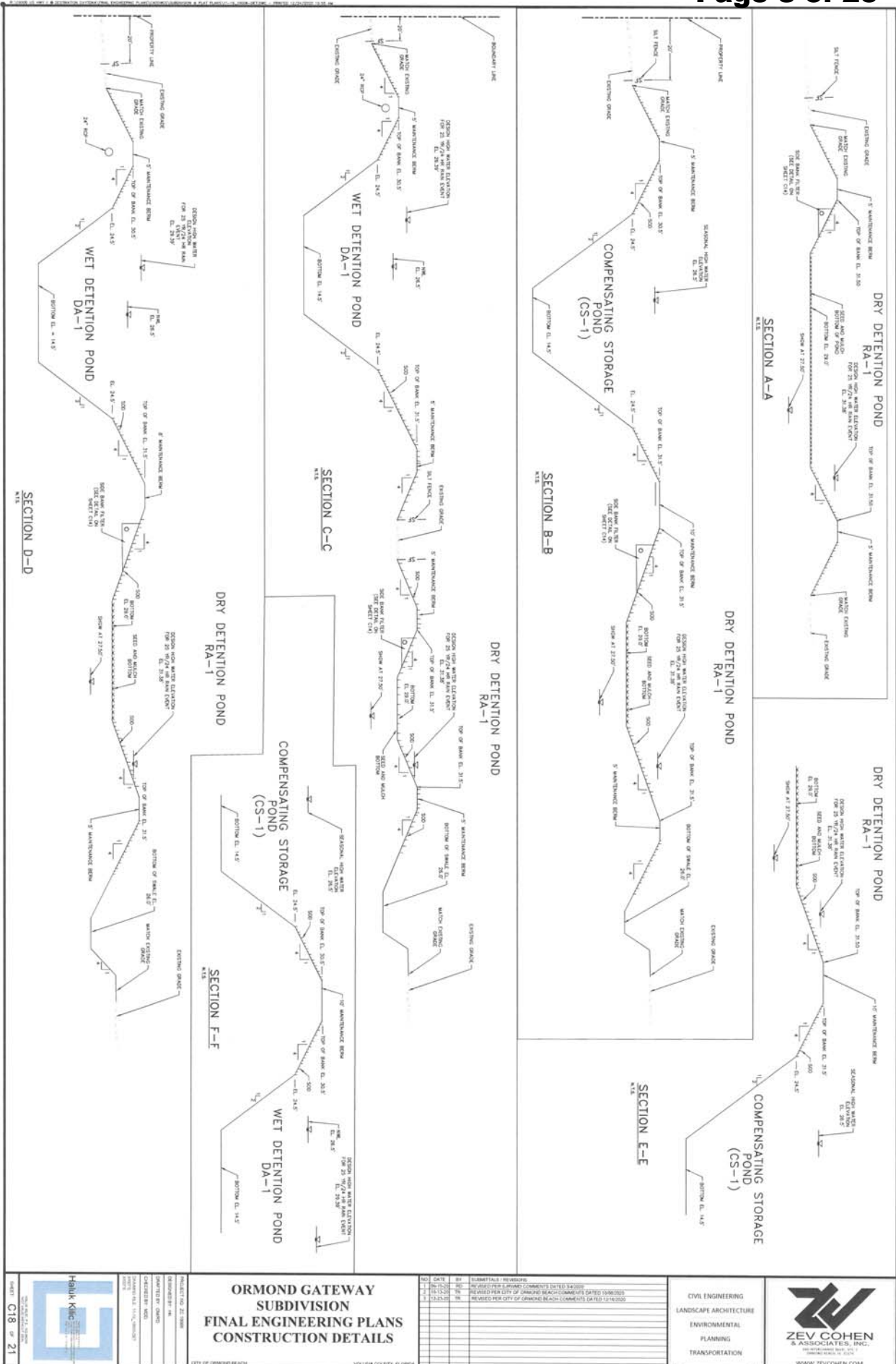
CITY OF CHICAGO, ILL.

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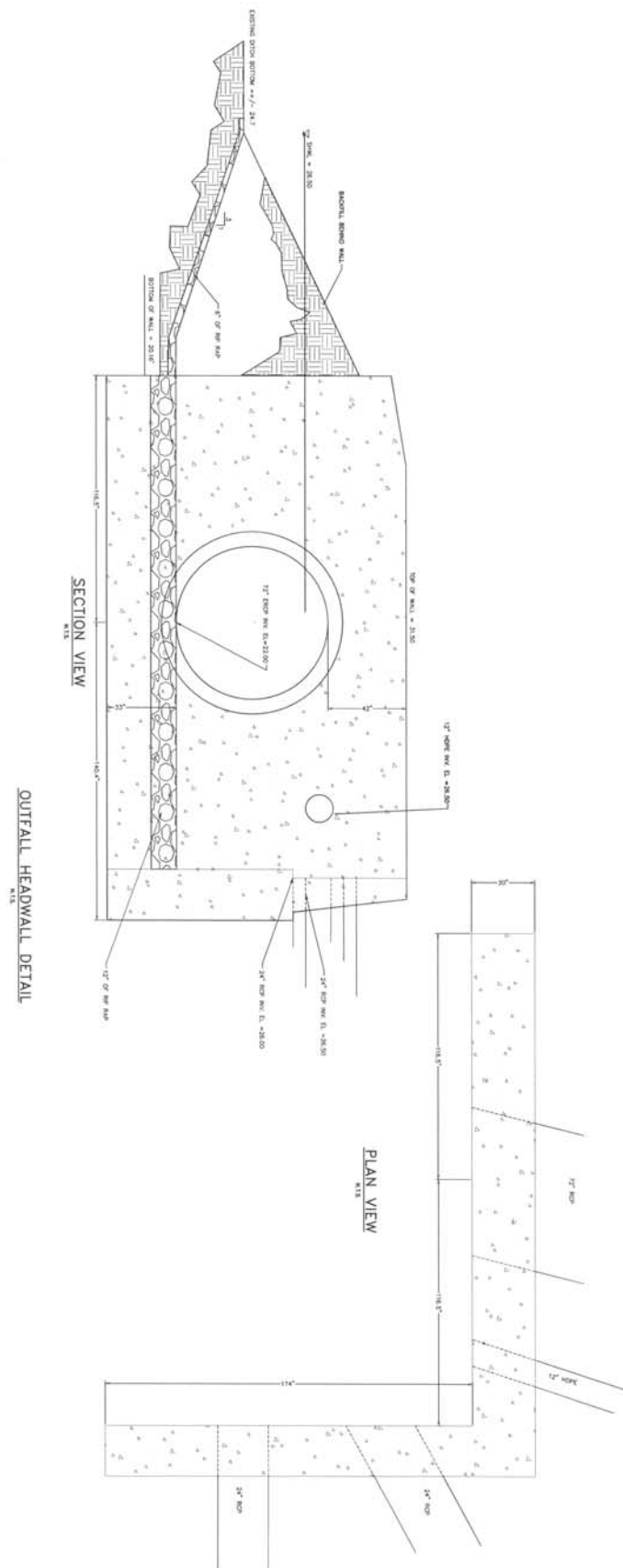
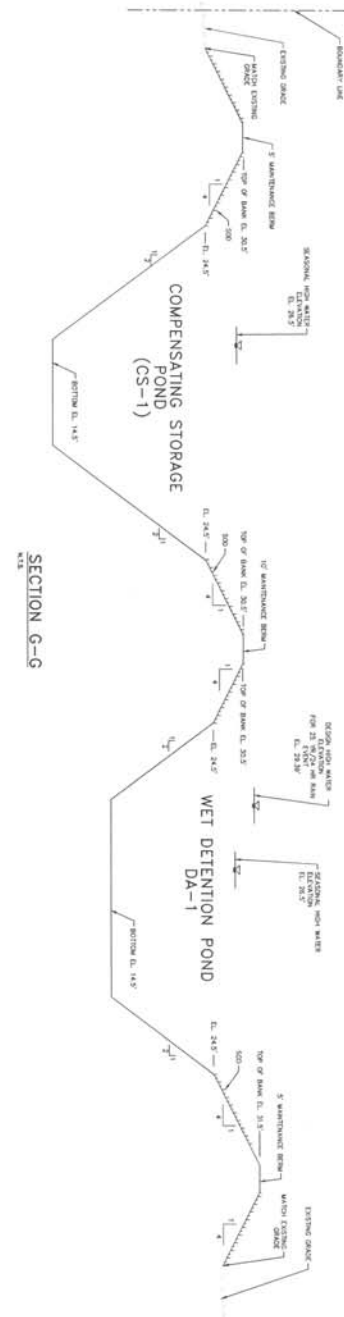
REF: C10 OF 21



10.A.c

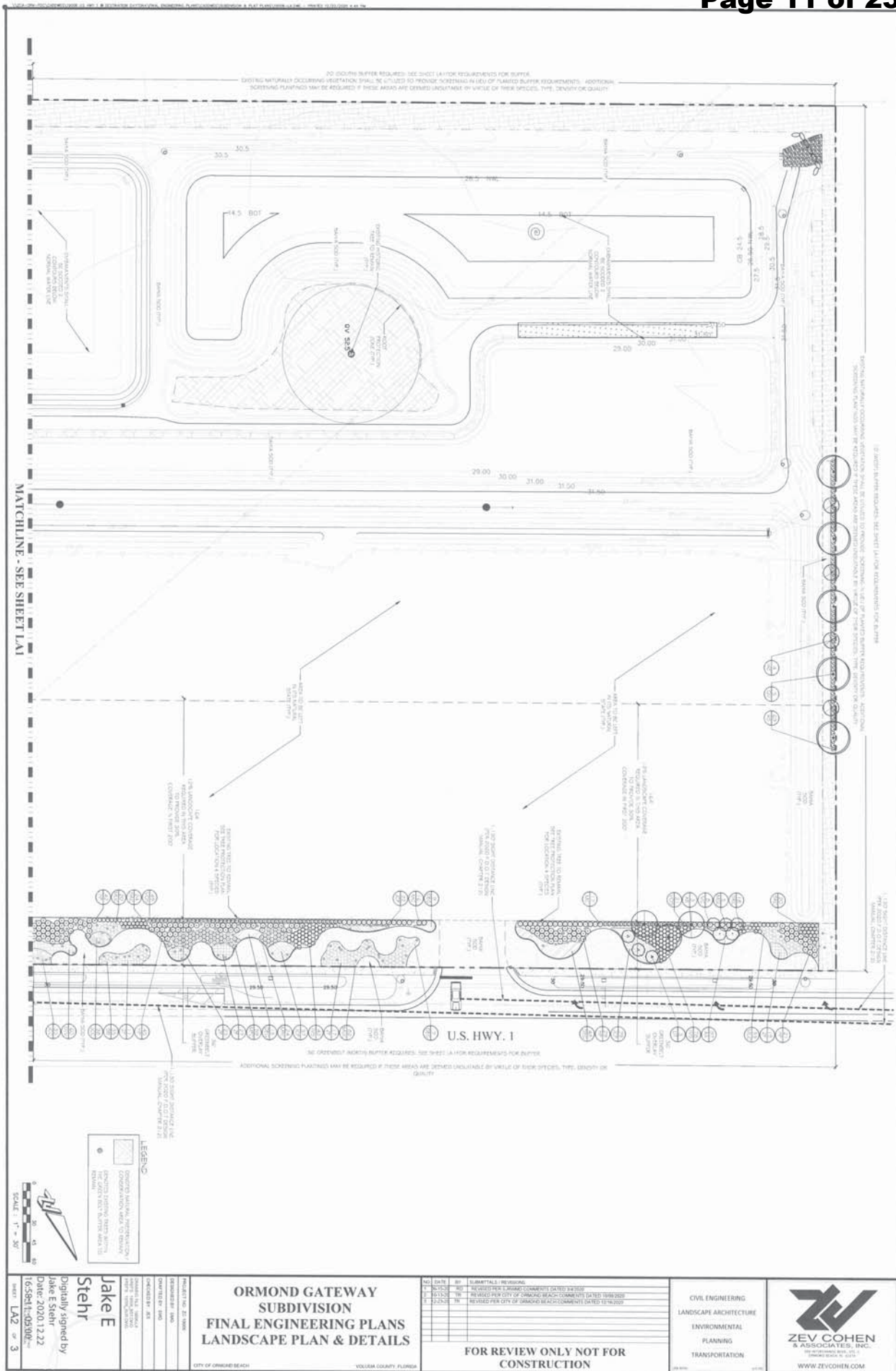


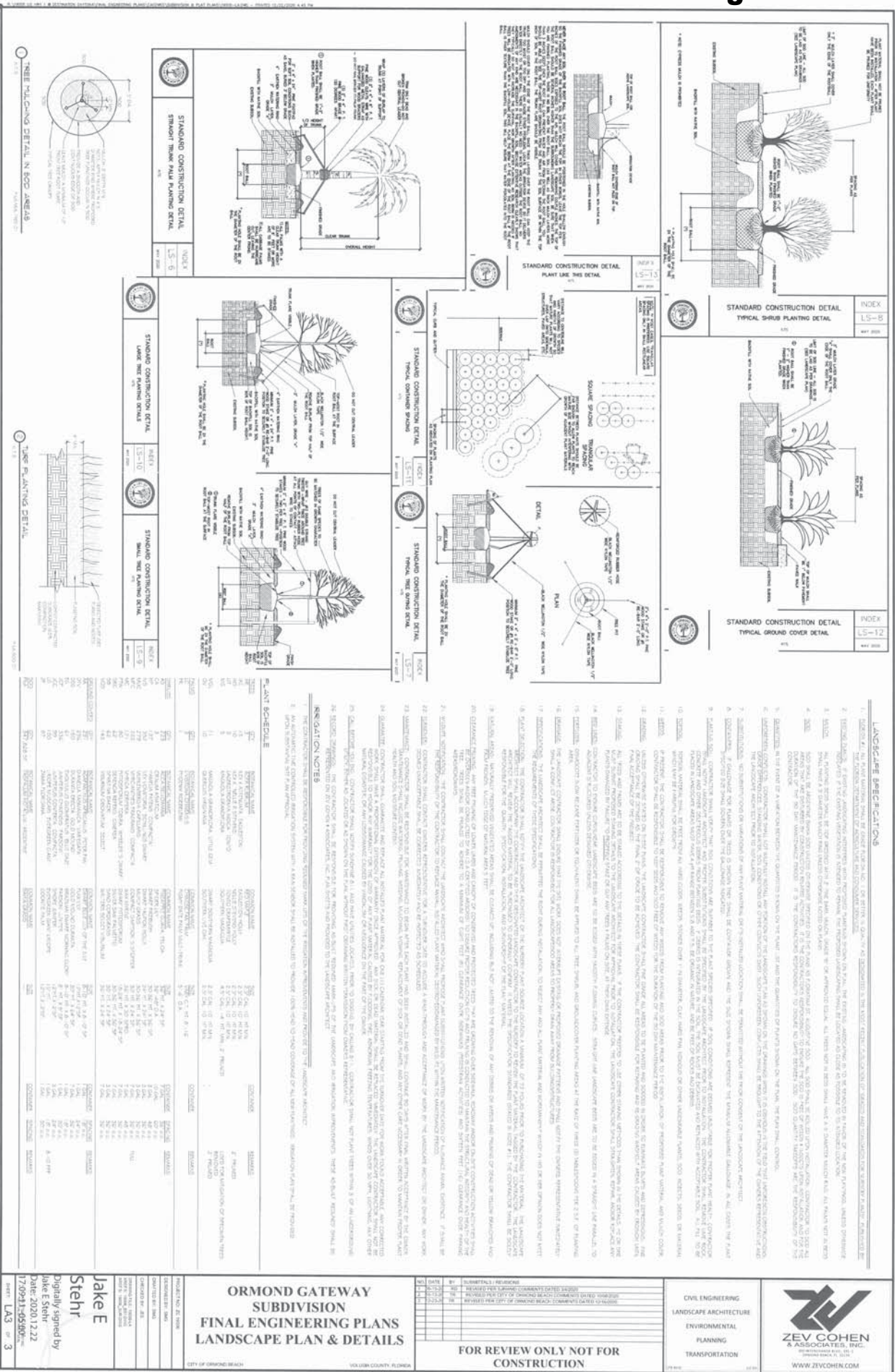
10.A.c





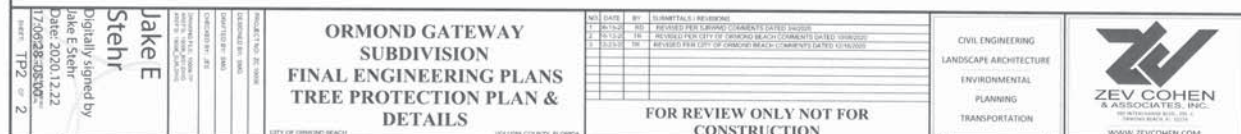
10.A.c











10.A.c

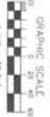
MAP SHOWING TOPOGRAPHY SURVEY OF:

A PORTION OF SECTION 26 & 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
VOLUSA COUNTY, FLORIDA

LIMITS OF WETLANDS SHOWN WERE ORIGINALLY FLAGGED BY ENVIRONMENTAL MANAGEMENT SYSTEMS, INC., 4475 U.S. 1 SOUTH, SUITE 404, ST. AUGUSTINE, FLORIDA 32086 AND WERE FIELD LOCATED BY THIS SURVEYOR IN 03/2008 - 07/2008.

LIMITS OF WETLANDS/UPLANDS SHOWN WERE RE-FLAGGED AND/OR MODIFIED BY ENVIRONMENTAL SERVICES, INC., 124 N. NOVA ROAD, PMB 129, ORMOND BEACH, FLORIDA 32174 AND WERE FIELD LOCATED BY THIS SURVEYOR IN 06/2011 - 09/2011.

WETLANDS SHOWN ARE FROM SURVEY BY WADETRIM DRAINING NUMBER T70837LCI DATED 09/29/2011 AND SIGNED BY KENNETH J KUHAH PROFESSIONAL SURVEYOR/MAPPER #6105



CERTIFIED TO:
ZEV COHEN & ASSOCIATES, INC.

DATE	BY	FOR
03/2008	ASR	ENVIRONMENTAL MANAGEMENT SYSTEMS, INC.
07/2008	ASR	ENVIRONMENTAL MANAGEMENT SYSTEMS, INC.
06/2011	ASR	ENVIRONMENTAL SERVICES, INC.
09/2011	ASR	ENVIRONMENTAL SERVICES, INC.

BRADSHAW-MILLER & ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
1610 N. US HWY 1, SUITE 200, FT. LAUDERDALE, FL 33304
561-422-4200
FAX 561-422-4201

PROJECT NUMBER
600-031

DATE: 08/06/2020

SCALE: 1"=400'

DRAWING: TMS, 1090

SHEET: No. 171

THE SURVEYOR'S CERTIFICATE OF PRACTICE FOR MEASUREMENTS, SURVEYING, AND MAPPING, EXPIRES ON 03/31/2021 & 03/31/2022.

Albert D Bradshaw
Professional Surveyor
Date: 2020.11.19 10:58:07 -0500

CERTIFIED TO:
ZEV COHEN & ASSOCIATES, INC.

BRADSHAW-MILLER & ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
1610 N. US HWY 1, SUITE 200, FT. LAUDERDALE, FL 33304
561-422-4200
FAX 561-422-4201

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State	Length	Area	Year
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1980	1.20	19,000	2002
1990	1.23	19,000	2002
2000	1.24	19,000	2002
2010	1.25	19,000	2002
2020	1.26	19,000	2002
2030	1.27	19,000	2002
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2050	1.29	19,000	2002
2060	1.30	19,000	2002
2070	1.31	19,000	2002
2080	1.32	19,000	2002
2090	1.33	19,000	2002
2100	1.34	19,000	2002
2110	1.35	19,000	2002
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2130	1.37	19,000	2002
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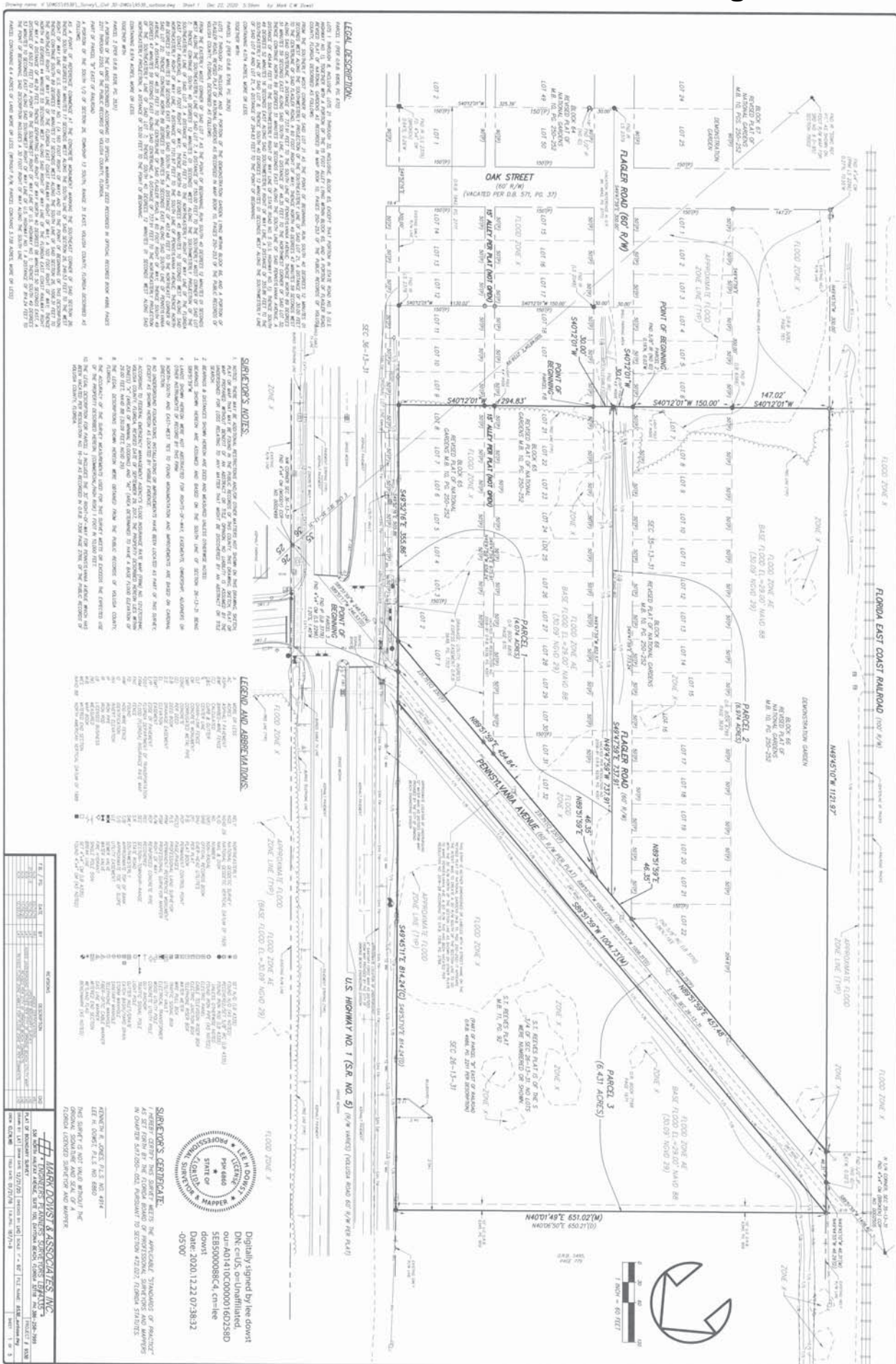
 **BROADSHAW NILES & ASSOCIATES, INC.**
56 KRAVING AND MATTHEW CROSSLANDS
111 N. 1ST ST. SUITE 200
DENVER, CO 80202
TEL: 303.733.1111 FAX: 303.733.1111

A PORTION OF SECTION 26 & 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
VOLUSIA COUNTY, FLORIDA

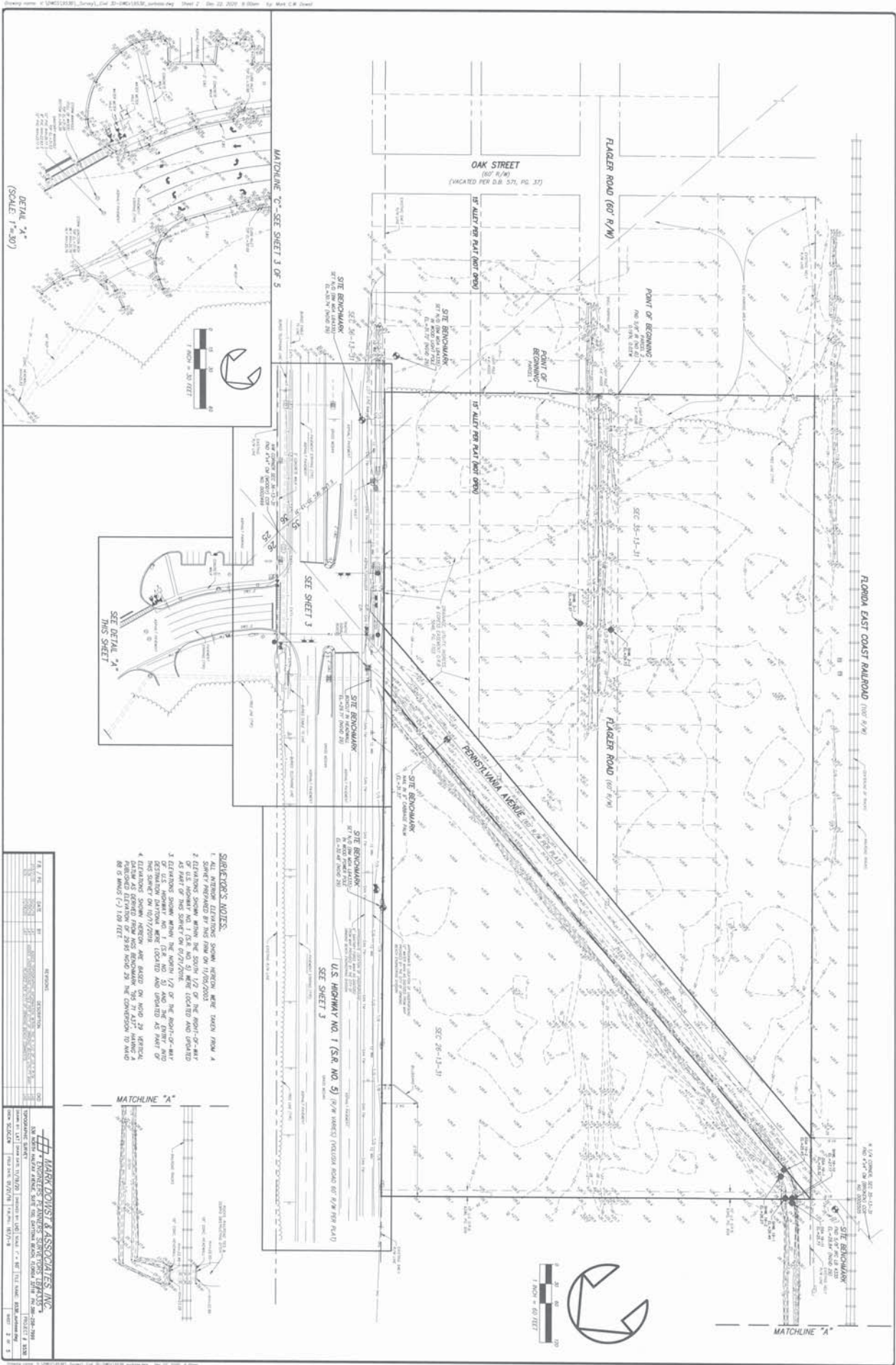
BRADSHAW MILES & ASSOCIATES, INC.

 SECRETING AND MATING CONSULTANTS
 LICENSED BREEDERS AND Sires
 135 PINEHURST PARK CIRCLE, SUITE 10
 51 ALICIA DRIVE, FLORIDA 32608
 (904) 620-0291 FAX (904) 620-0032





10.A.c



10.A.c

Plotting name: F:\PROJECTS\1001_Survey\1001_Survey.dwg, Sheet 4, Date: 02/20/2020, 8:00am, by Mark C.W. Smith

BRIEF LEGEND

1" = 100' (Horizontal)
1" = 20' (Vertical)

--- Proposed Right-of-Way
--- Existing Right-of-Way
--- Easement
--- Survey Line
--- Boundary Line
--- Lot Line
--- Section Line
--- Railroad Right-of-Way
--- Road Right-of-Way
--- Utility Right-of-Way
--- Other Right-of-Way
--- Other Boundary
--- Other Line
--- Other Feature

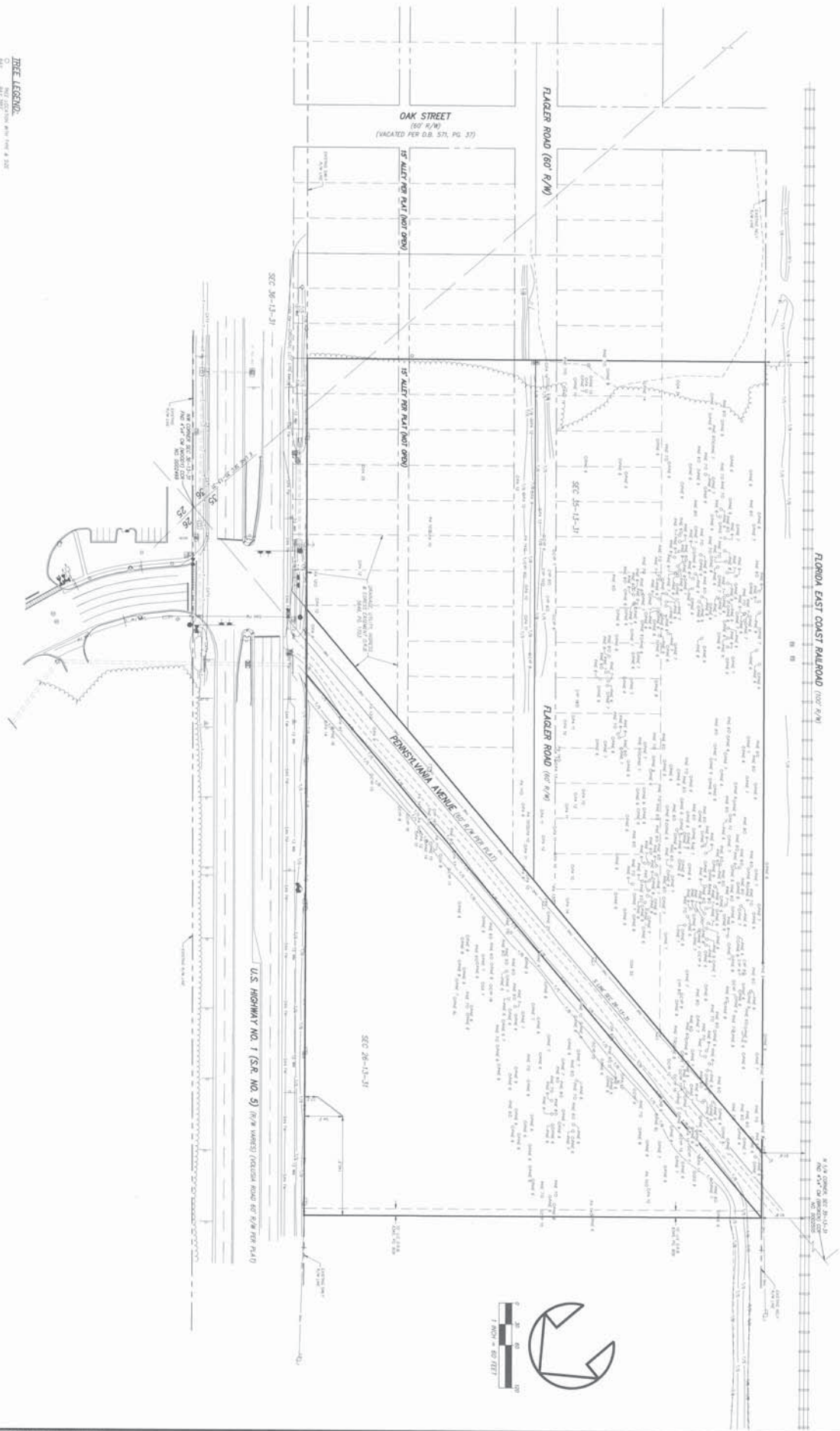
SURVEYOR'S NOTES

1. ALL NOTES SHOWN HEREON WERE TAKEN FROM A PREVIOUS SURVEY PREPARED BY THE FIRM ON 11/20/2003 AND HAVE NOT BEEN RECHECKED OR UPDATED AS PART OF THIS SURVEY. NOTES ARE SHOWN FOR THE CLIENT'S RECORD AND ARE FOR INFORMATIONAL PURPOSES ONLY.

DATE	BY	REVISION	DATE	BY	REVISION
11/20/2003	MS	1. INITIAL SURVEY	02/20/2020	MS	2. REVISION
02/20/2020	MS	2. REVISION	02/20/2020	MS	3. REVISION
02/20/2020	MS	3. REVISION	02/20/2020	MS	4. REVISION
02/20/2020	MS	4. REVISION	02/20/2020	MS	5. REVISION
02/20/2020	MS	5. REVISION	02/20/2020	MS	6. REVISION
02/20/2020	MS	6. REVISION	02/20/2020	MS	7. REVISION
02/20/2020	MS	7. REVISION	02/20/2020	MS	8. REVISION
02/20/2020	MS	8. REVISION	02/20/2020	MS	9. REVISION
02/20/2020	MS	9. REVISION	02/20/2020	MS	10. REVISION

MARK DOWNS & ASSOCIATES, INC.
1001 S. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 571-1111
Fax: (954) 571-1112
Email: info@markdowns.com
Website: www.markdowns.com

Plotting name: F:\PROJECTS\1001_Survey\1001_Survey.dwg, Sheet 4, Date: 02/20/2020, 8:00am, by Mark C.W. Smith



10.A.c

Project name: I:\DWG\11\1101_Survey\1101-1101\1101-1101.dwg Sheet: 5 Date: 22/02/2020 10:58am By: Mark C. W. Smith

SURVEYOR'S NOTES:
 1. CORNER POINTS FIELD LOCATED BY THE FIRM ON 10/12/2018, AS DEMONSTRATED BY THE
 2. CORNER POINTS FIELD LOCATED BY THE FIRM ON 10/12/2018, AS DEMONSTRATED BY
 3. CORNER POINTS FIELD LOCATED BY THE FIRM ON 10/12/2018, AS DEMONSTRATED BY

DATE	BY	REVISION
11/12/2018	MARK C. W. SMITH	1. INITIAL DESIGN
11/12/2018	MARK C. W. SMITH	2. REVISION
11/12/2018	MARK C. W. SMITH	3. REVISION
11/12/2018	MARK C. W. SMITH	4. REVISION
11/12/2018	MARK C. W. SMITH	5. REVISION
11/12/2018	MARK C. W. SMITH	6. REVISION
11/12/2018	MARK C. W. SMITH	7. REVISION
11/12/2018	MARK C. W. SMITH	8. REVISION
11/12/2018	MARK C. W. SMITH	9. REVISION
11/12/2018	MARK C. W. SMITH	10. REVISION

Project name: I:\DWG\11\1101_Survey\1101-1101\1101-1101.dwg Sheet: 5 Date: 22/02/2020 10:58am

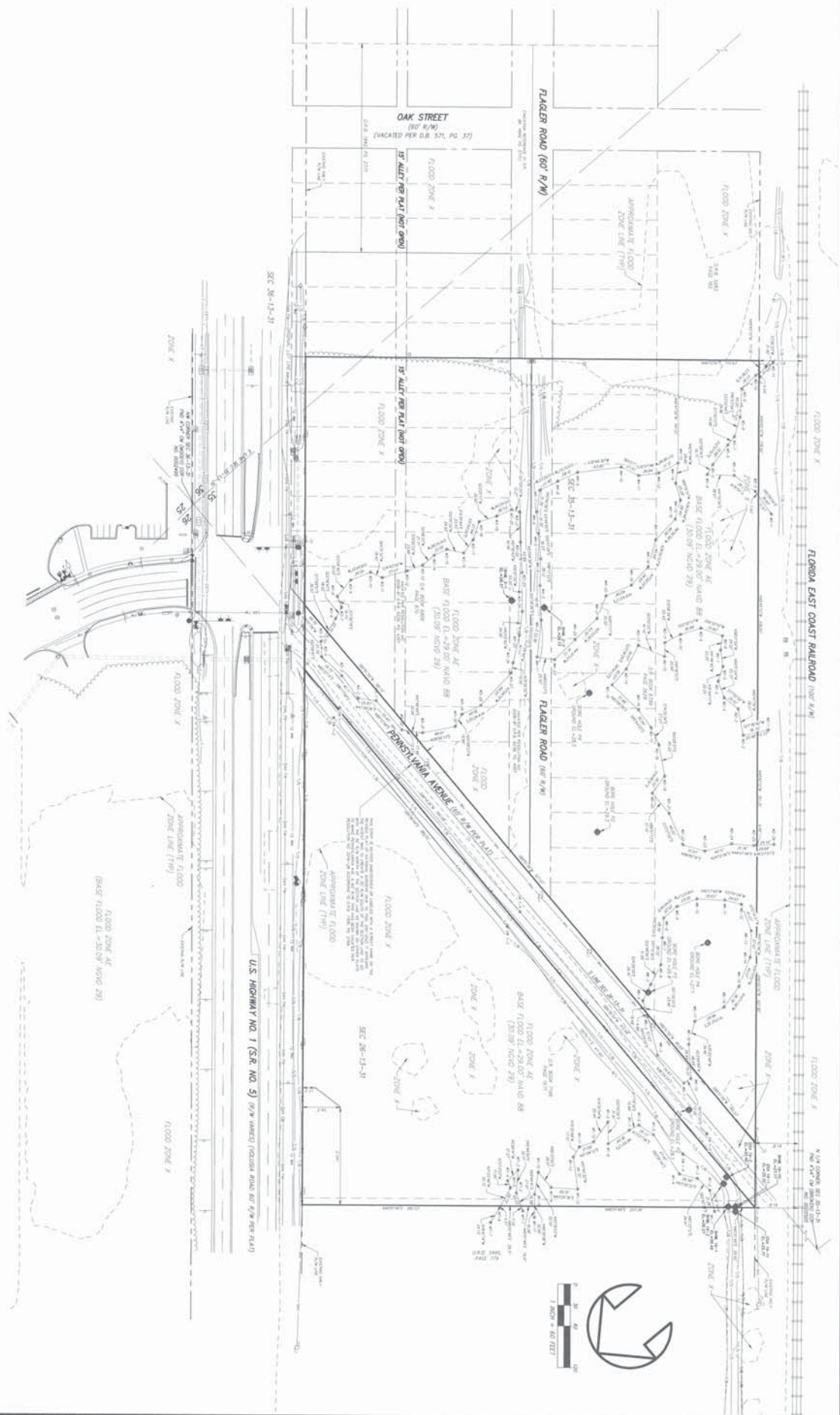


Exhibit "C"

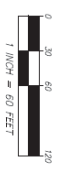
Page 2 of 3

ORMOND GATEWAY SUBDIVISION

BEING A REPLAT OF LOTS 1-8 & 21-32, BLOCK 65, LOTS 7-22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF FLAGLER ROAD AND A 15' FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250-252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 11, PAGES 92-93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:

PAGE:



N 1/4 CORNER, SEC. 35-13-31
FIND 4"x4" CM (BROKEN)
CON. NO. 0002505

SEC. 35-13-31

FLORIDA EAST COAST RAILROAD (100' R/W)

M494510'W 1214.58'

TRACT C (LANDSCAPE BUFFER AND TREE PRESERVATION AREA)

M494510'W 771.38'

DEMONSTRATION GARDEN

BLOCK 66
REVISED PLAT OF
NATIONAL GARDENS
M.B. 10, PGS. 250-252

TRACT C (LANDSCAPE BUFFER AND TREE PRESERVATION AREA)

L=5.21' R=30.19' Δ=85.510°
CB=57023.00' W CH=5.20'
M494513'W 49.42'
CB=10808.33'E CH=5.20'
M494513'W 195.69'

LOT 4

LOT 5

LOT 6

BLOCK 66
REVISED PLAT OF
NATIONAL GARDENS
M.B. 10, PGS. 250-252FLAGLER ROAD
(60' R/W)

FIND 78' TIE-UP (SEE P. 7)

AS SHOWN ON FOOT
R/W MAP FOR S.R. NO.
9 (I-95) SECTION 79002

LOT 18

LOT 19

LOT 20

15' ALLEY PER PLAT

BLOCK 65
REVISED PLAT OF
NATIONAL GARDENS
M.B. 10, PGS. 250-252

LOT 11

LOT 10

LOT 9

10.00' BUILDING
SETBACK LINE36.00' LANDSCAPE BUFFER AND
TREE PRESERVATION EASEMENT10' LANDSCAPE BUFFER AND
TREE PRESERVATION EASEMENT

SEC. 36-13-31

POINT OF COMMENCEMENT
NW CORNER SEC. 36-13-31
FIND N/20' (LB 4335)
PRESIDENT LOCKABE 4"x4"
CM (M6007) CON. NO. 0002499

36

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SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

PRESIDENT LOCKABE 4"x4"

CM (M6007) CON. NO. 0002499

36

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36

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SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

PRESIDENT LOCKABE 4"x4"

CM (M6007) CON. NO. 0002499

36

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36

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SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

PRESIDENT LOCKABE 4"x4"

CM (M6007) CON. NO. 0002499

36

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36

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SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

PRESIDENT LOCKABE 4"x4"

CM (M6007) CON. NO. 0002499

36

35

36

35

SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

PRESIDENT LOCKABE 4"x4"

CM (M6007) CON. NO. 0002499

36

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36

35

SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

PRESIDENT LOCKABE 4"x4"

CM (M6007) CON. NO. 0002499

36

35

36

35

SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

PRESIDENT LOCKABE 4"x4"

CM (M6007) CON. NO. 0002499

36

35

36

35

SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

PRESIDENT LOCKABE 4"x4"

CM (M6007) CON. NO. 0002499

36

35

36

35

SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

PRESIDENT LOCKABE 4"x4"

CM (M6007) CON. NO. 0002499

36

35

36

35

SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

PRESIDENT LOCKABE 4"x4"

CM (M6007) CON. NO. 0002499

36

35

36

35

SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

PRESIDENT LOCKABE 4"x4"

CM (M6007) CON. NO. 0002499

36

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36

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SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

PRESIDENT LOCKABE 4"x4"

CM (M6007) CON. NO. 0002499

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SEC. 36-13-31

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SEC. 36-13-31

POINT OF COMMENCEMENT

NW CORNER SEC. 36-13-31

FIND N/20' (LB 4335)

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CM (M6007) CON. NO. 0002499

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SEC. 36-13-

Exhibit "C"

Page 3 of 3

ORMOND GATEWAY SUBDIVISION

BEING A REPLAT OF LOTS 1-8 & 21-32, BLOCK 65, LOTS 7-22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF FLAGLER ROAD AND A 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250-252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 11, PAGES 92-93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA.

MAP BOOK:

PAGE:



N 1/4 CORNER, SEC. 36-13-31
R/W 4' (1/4 CORNER)
CON. NO. 0002505

SEC. 36-13-31

FLORIDA EAST COAST RAILROAD (R/W)

TRACT C (LANDSCAPE BUFFER AND TREE PRESERVATION AREA)

DEMONSTRATION GARDEN

BLOCK 66
REVISED PLAT OF
NATIONAL GARDENS
M.B. 10, PAGES 250-252

LOT 4

BLOCK 66
REVISED PLAT OF
NATIONAL GARDENS
M.B. 10, PAGES 250-252FLAGLER ROAD
(60' R/W)

LOT 18

LOT 19

LOT 20

15' ALLEY PER PLAT

BLOCK 65
REVISED PLAT OF
NATIONAL GARDENS
M.B. 10, PAGES 250-252

LOT 11

LOT 10

LOT 9

POINT OF COMMENCEMENT
NW CORNER SEC. 36-13-31
FIND V/D (1/4 CORNER)
REVISED PLAT OF
NATIONAL GARDENS
M.B. 10, PAGES 250-252
CON. NO. 0002505

SEC. 36-13-31

POINT OF BEGINNING
E LINE SEC. 36-13-31
S 1/4 CORNER, SEC. 36-13-31
R/W 4' (1/4 CORNER)
CON. NO. 0002505

U.S. HIGHWAY NO. 1 (S.R. NO. 5) (R/W NAMED) (VOLUSIA ROAD 60' R/W PER PLAT)

TRACT A (STORM WATER MANAGEMENT AREA)

TRACT B (UTILITY STATION)

TRACT C (LANDSCAPE BUFFER AND TREE PRESERVATION AREA)

TRACT D (UTILITIES)

LOT 1

LOT 2

LOT 3

S.T. REEVES PLAT REVISED PLAT
OF THE S 3/4 OF SEC. 26-13-31
MAP BOOK 11, PAGES 92-93PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
536 NORTH HAUPIX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MOWST@MOWST.COM
SHEET 3 OF 3

STAFF REPORT

City of Ormond Beach

Department of Planning

DATE: December 31, 2020

SUBJECT: Ormond Gateway Preliminary Plat

APPLICANT: Luke Kilic, P.E. of Zev Cohen and Associates on behalf of the property owner, Destination Interchange, LLC

NUMBER: PP 2020-091

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request from Luke Kilic, P.E. of Zev Cohen and Associates on behalf of the property owner, Destination Interchange, LLC for a preliminary plat for an 18.17 acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) for a three (3) lot commercial subdivision with associated site improvements. The preliminary plat location is shown in Exhibit 1 below.

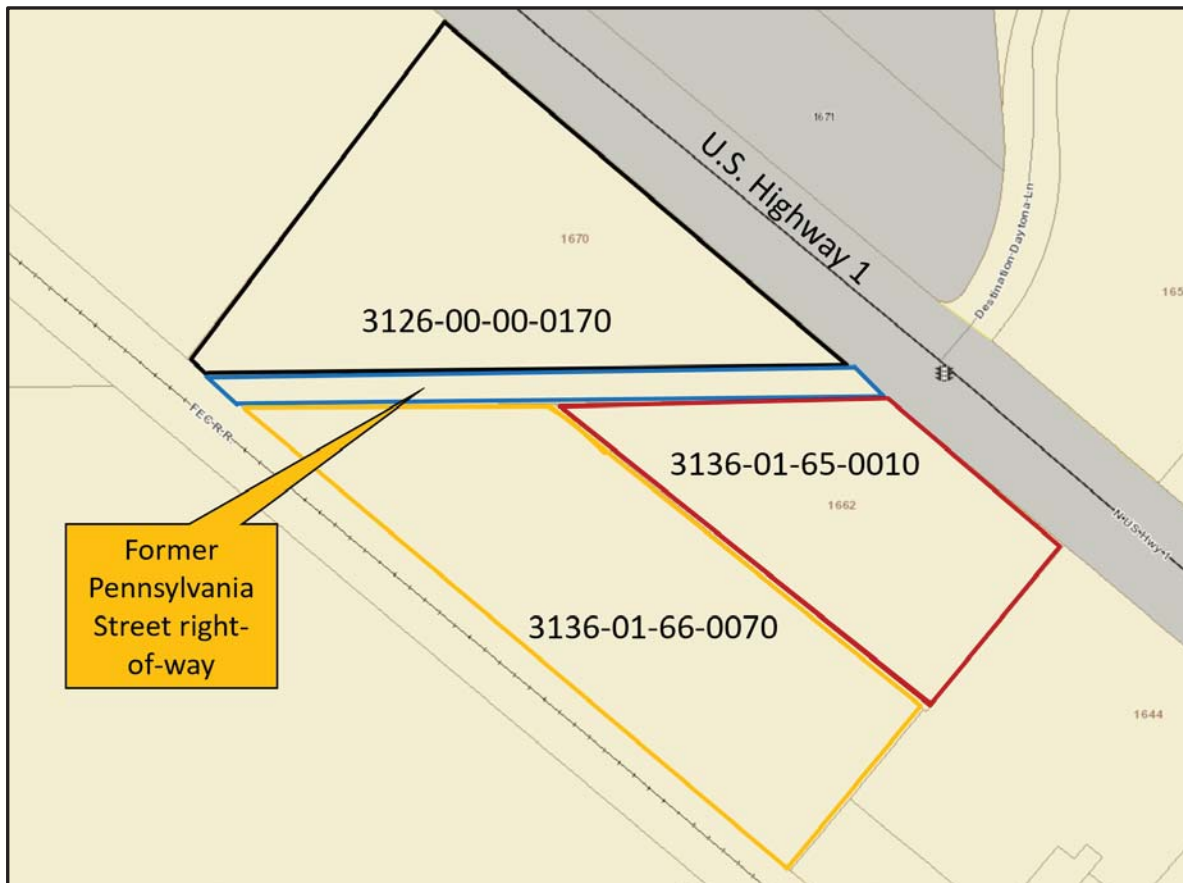
EXHIBIT 1: Ormond Gateway preliminary plat area:



BACKGROUND:

The subject property of the Ormond Gateway plat consists of the following properties:

1. 1670 North U.S. Highway 1, Volusia County parcel 3126-00-00-0170;
2. 1662 North U.S. Highway 1, Volusia County parcel 3136-01-65-0010;
3. No address parcel, Volusia County parcel 3136-01-66-0070; and
4. The former Pennsylvania Street right-of-way which was vacated with Ordinance 2016-28.

EXHIBIT 2: Ormond Gateway parcels:

The subject property has a Future Land Use designation of “Low Intensity Commercial” and “Tourist Commercial”. The entire property has a zoning designation of B-7 (Highway Tourist Commercial). The B-7 (Highway Tourist Commercial) zoning district, Section 2-28 of the Land Development Code requires a minimum lot width of 100’ and a minimum lot size of 20,000 square feet.

ANALYSIS: The purpose of the application is the development of a commercial subdivision for three (3) lots including the installation of utilities, stormwater management, compensating storage ponds, improvements in the Florida Department of Transportation right-of-way (driveway access, utilities and sidewalk) and Greenbelt landscape plantings. The improvements associated with the preliminary plat will establish common improvements that would be used for all three lots. The individual development of the lots would require separate Site Plan Review Committee (SPRC) review and approval. The project has indicated the uses would include a convenience/gas store, retail, and restaurant uses. These uses are allowed uses within the B-7 zoning district. The existing abutting land use and zoning designations are as follows:

EXHIBIT 3: Abutting land use and zoning designations:

Direction	Current Land Uses	Land Use Designation	Zoning
North	Vacant	“Tourist Commercial”	B-7 (Highway Tourist Commercial)
South	AA Accurate Truck and Tire Repair	“Low Intensity Commercial” and “Tourist Commercial”	B-5 (Service Commercial) and B-7 (Highway Tourist Commercial)
East	Across U.S.1 – vacant and Love’s Travel center	“Low Intensity Commercial”	PBD (Planned Business Development) and B-7 (Highway Tourist Commercial)
West	Across F.E.C. Railroad – Vacant – Ormond Crossings	“Activity Center”	PMUD (Planned Mixed Use Development)

In order to subdivide land, preliminary and final plat approvals are required. The Land Development Code defines a preliminary plat as “a proposed subdivision plan that is in an exact and precise manner in which it may be evaluated pursuant to this Land Development Code and the comprehensive plan”. A preliminary plat contains information on stormwater design, utilities, lot grading, and road layout and is reviewed by the Site Plan Review Committee (SPRC). Preliminary plats are reviewed by the Planning Board and acted upon by the City Commission. Once the preliminary plat has been approved, the developer will proceed with one of the two options described below:

Option 1 - Proceed with the application for construction for completion of the required improvements prior to recording the final plat (LDC, Section 4-18(H)(1)). When the required off-site and on-site improvements are complete, the final plat along with the records and data would be submitted by the applicant to the City

Engineer and reviewed by the Site Plan Review Committee (SPRC). The final plat would be approved by the City Commission and recorded.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat. (LDC, Section 4-18(H)(2)). With this option the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement for the construction of the required improvements in the form acceptable to the City Attorney's office. The final plat would be recorded and the applicant would then construct the improvements.

The final plat is a legal document that is reviewed by an independent City Surveyor and the City's Legal Department to ensure compliance with State Statutes. Under Option 1 above, the City Commission would review and approve the plat after all improvements have been constructed. Under Option 2 above, the City Commission would review and approve the final plat with the preliminary plat.

Project Description:

Below is a description of the Ormond Gateway preliminary plat:

1. Three (3) commercial lots are proposed on an 18.17 acre parcel. Lot 1 is proposed at 2.87 acres, lot 2 at 5.45 and lot three at 2.24. The proposed lot sizes exceed the B-7 (Highway Tourist Commercial) zoning district requirements. The remaining areas are common stormwater, compensating storage and tree preservation areas.
2. No site plan development is proposed with the preliminary plat. This application is solely for the site subdivision work associated with the project.
3. There is an existing Florida of Department of Transportation ditch along the general area of the vacated Pennsylvania Street right-of-way that will be relocated to the U.S. Highway 1 frontage and along the northern property line of the subject property. The relocated ditch would be piped.
4. Work within the Florida of Department of Transportation U.S. Highway 1 right-of-way includes:
 - a. Construction of two access points. One access point aligns with the existing traffic signal of U.S. Highway 1 and Destination Daytona Lane.
 - b. Construction of turning lanes into the project site.
 - c. Construction of a six (6') foot sidewalk.
 - d. Piping for stormwater including the ditch relocation.
 - e. Connection to water and sewer lines.
5. Sheet 5 shows the limits of site clearing. The preliminary plat is only clearing areas needed for the construction of infrastructure improvements, such as stormwater ponds, utility improvements, and compensating storage. The 36' greenbelt buffer would remain except where the driveway and utility connections occur. The site

plans for the lots would each have their own site plans, including clearing areas and required landscape plantings.

6. There are two (2) historic trees of 52" and 38" in diameter that shall remain.
7. In Attachment 2, the Environmental Assessment for the project is included. The property has a total wetland area of 4.21 acres and a total surface water area (ditch) of 0.58 acres. The Environmental Assessment states that a total of 2.24 mitigation bank credits is required to offset the wetland impacts.
8. A significant portion of the subject property is within a flood zone. Filling within the flood zone requires compensating storage. The project has on-site and off-site compensating storage proposed. Section 3-20(k)(7)(b) of the Land Development Code states the off-site compensating storage "must be considered hydrologically equivalent and documentation of equivalency shall be submitted". The two off-site compensating storage areas are located across the railroad and are 1.67 and 3.05 acres in size and have been determined by the SPRC as hydrologically equivalent.
9. Project utility connections would occur with the preliminary plat, including connections to the existing water and sewer lines in the U.S. Highway 1 right-of-way. The project has designed a master lift station to serve the three (3) lots.
10. The Land Development Code requires 15% of the site to remain in a natural state or 2.73 acres. The project has proposed 3.05 acres to remain in a natural state or 16.78% of the site area.

CONCLUSION:

There are certain criteria that must be evaluated before a Preliminary Plat can be approved. According to Article I of the Land Development Code, The Planning Board shall consider the following in making its recommendation:

- (1)The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The Site Plan Review Committee has reviewed the proposed Preliminary Plat and it is consistent with the Land Development Code and the B-7 (Highway Tourist Commercial) zoning designation. After the project has completed the subdivision improvements, a final plat would be required with two hearings before the City Commission. Any updates or changes that occur during construction would be included in the final plat.

- (2)The proposed development is consistent with the Comprehensive Plan.**

The project has two land use designations as follows:

C. Tourist Commercial (TC)

Purpose: A multi-use land use category to provide uses along the Atlantic Ocean, SR A1A and highway interchanges, that include transit availability, retail services, tourist attractions, restaurants, multi-family and lodging to visitors to the City. For projects

that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 32 units per acre.

Maximum FAR: 1.5

E. Low Intensity Commercial (LIC)

Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum 10 units per acre.

Maximum FAR: 0.6

The subject property is located approximately 1,500 linear feet to the I-95 and U.S. Highway 1 interchange and has access to a signalized intersection. The preliminary plat does not approve any specific use, however, the coordinated development approach of the project is a benefit with common access, stormwater, utilities, compensating storage and landscaping. The proposed preliminary plat for the subdivision of land is consistent with the Comprehensive Plan.

(3)The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The Environmental Assessment for the project is included as Attachment 2. The wetland impacts are within the regulations of the Land Development Code and Comprehensive Plan regulations. The project is proposing on and off site compensating storage to ensure that the area filled within the floodplain provides an acceptable floodplain storage. The project floodplain impacts and compensating storage meet the regulations of the Land Development Code.

(4)The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The subdivision of land will not depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties. The subject property is located along a commercial corridor within close proximity to I-95 and has access to a signalized traffic intersection. The proposed lot sizes exceed the requirements for the B-7 zoning district.

(5)There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment,

drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

There are adequate public facilities to serve the proposed development, including water, wastewater, roads, public safety, and stormwater. The preliminary plat demonstrates a unified master development plan for the project area.

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

The preliminary plat proposes the construction of two (2) access points that will provide access to all three (3) lots. Turn lanes and a sidewalk are also proposed with the North U.S. Highway 1 right-of-way. The project has performed a traffic study associated with the overall development which led to the proposed right-of-way improvements shown on the preliminary plat. Each lot will have a separate concurrency analysis as part of site development.

(7) The proposed development is functional in the use of space and aesthetically acceptable.

The proposed development plan is functional and provides a unified development plan of the 18-acre parcel.

(8)The proposed development provides for the safety of occupants and visitors.

The proposed subdivision of land provides for the safety of its occupants and visitors.

(9)The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The preliminary plat does not approve specific architectural drawings. The future development shall be required to comply to the city's adopted architectural regulations.

(10)The testimony provided at public hearings.

This project has not been reviewed by any advisory Board, therefore no public testimony has been provided. Any comments at the Planning Board shall be provided to the City Commission.

RECOMMENDATION: It is recommended that the Planning Board **APPROVE** the preliminary plat for the subdivision of land for an 18.17 acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) into a three (3) lot commercial subdivision with associated site improvements.

Attachments:

Attachment 1: Maps of the project area

Attachment 2: Environmental assessment

Attachment 3: Preliminary plat

Attachment 4: Construction plans

Attachment 1:

Maps of the project area

Volusia County Streets

STRCODE

- Interstate
- Highway
- Local Roads
- + + Rail Road
- GPS Boudary



10.A.e



Info:

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1,300 650 0 1,300 Feet

Aerial Map Ormond Gateway Subdivision Ormond Beach, FL



300 Interchange Blvd
Ormond Beach, FL 32174

ph

Packet Pg. 559

AERIAL EXHIBIT OF ORMOND GATEWAY

10.A.e

1670

SITE

1662

1657

1643

1644

U.S. Highway 1

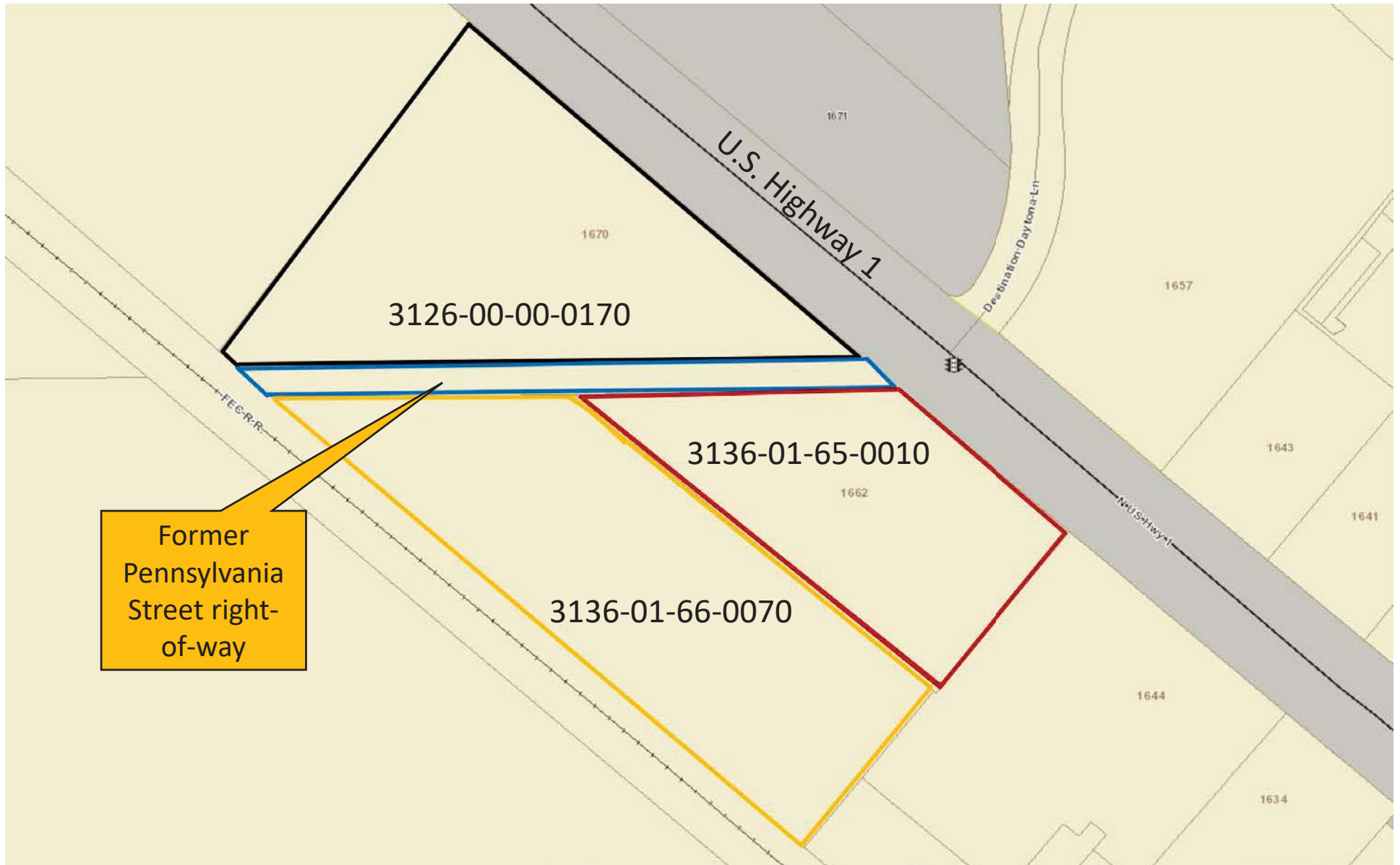
F.E.C. Railroad

I-95

I-95

PARCELS OF ORMOND GATEWAY

10.A.e



Attachment 2:

Environmental assessment



300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

Environmental Assessment

For

Ormond Gateway Subdivision

ZC 19006

December 11, 2019

Prepared For:
Destination Interchange, LLC.
Scott Klioze
7 Cypress Hollow Lane
Ormond Beach, FL 32174
(386) 212-8658

Prepared By:
Zev Cohen & Associates
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
(386) 677-2482

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4.0 WETLANDS AND OTHER SURFACE WATERS.....	2
4.1 SJRWMD Jurisdictional Wetlands.....	3
4.2 USACE Jurisdictional Wetlands.....	3
5.0 PROTECTED SPECIES.....	3
5.1 Protected Wildlife Species.....	3
5.2 Wildlife Survey.....	5
6.0 SUMMARY.....	5
TECHNICAL LITERATURE REFERENCES.....	6

Appendices

Appendix A – Exhibits

- Aerial Map
- Quadrangle Map
- Soils Map
- Habitat Map
- Wetlands Map
- USACE Jurisdiction Map

Volusia County Streets

STRCODE

- Interstate
- Highway
- Local Roads
- + + Rail Road
- GPS Boudary

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Aerial Map
Ormond Gateway Subdivision
Ormond Beach, FL



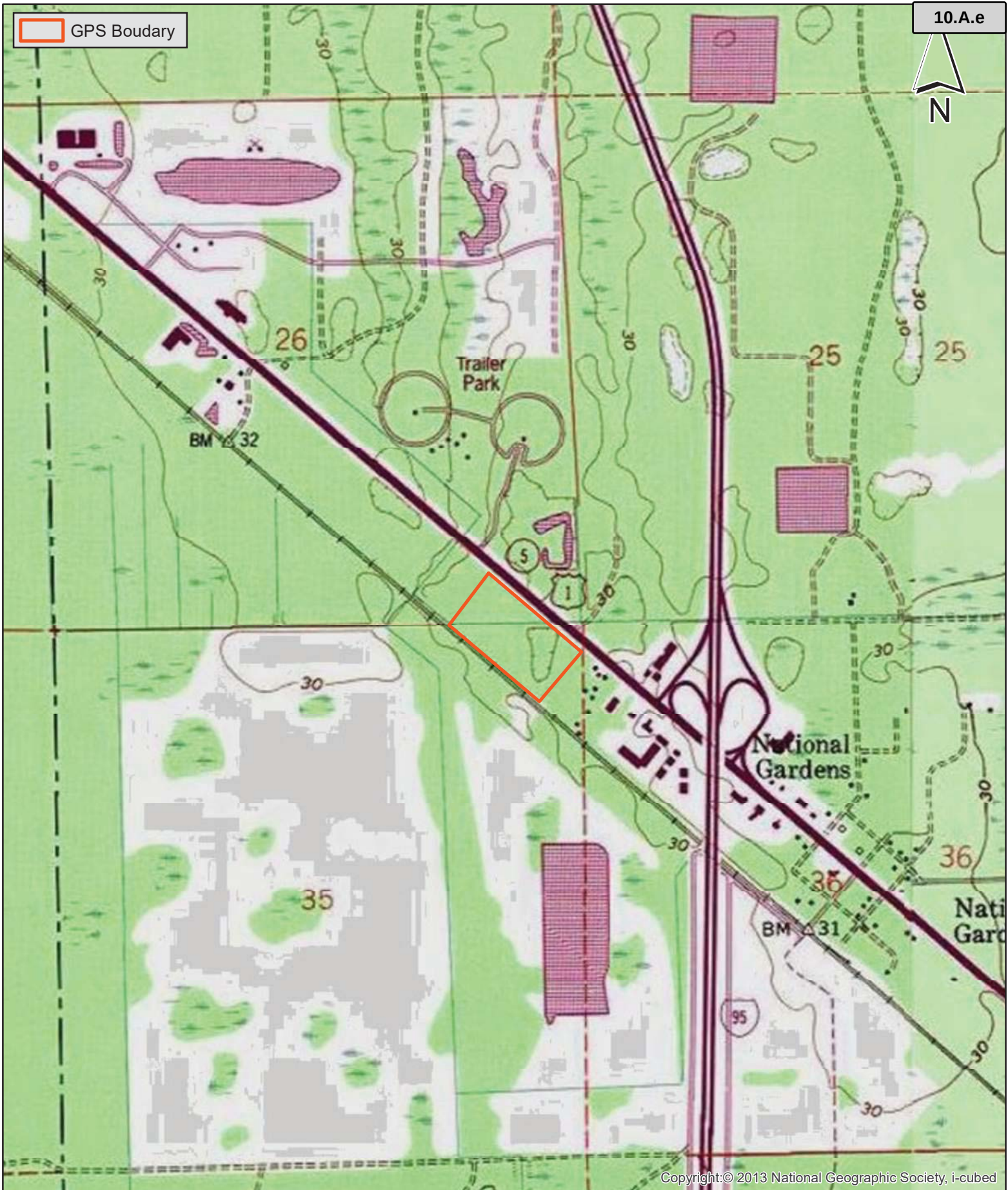
300 Interchange Blvd
Ormond Beach, FL 32174

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Packet Pg. 566

GPS Boudary

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USGS Quadrangle Map
Ormond Gateway Subdivision
Ormond Beach, Florida



ZEV COHEN
& ASSOCIATES INC.

300 Interchange Blvd
Ormond Beach, FL 32174

ph 386-

Packet Pg. 567

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320 160 0 320 Feet

Soils Map

Ormond Gateway Subdivision

Ormond Beach, Florida



300 Interchange Blvd
 Ormond Beach, FL 32174

ph **Packet Pg. 568**

Hab_Name	
	Cypress - Pine - Cabbage Palm (624)
	Cypress Wetland (621)
	Wetland Shrub (631)
	Pine Plantation (441)
	Ditch (510)
	Field Road (814)
	Property Boundary

10.A.e



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Habitat Map Ormond Gateway Subdivision Ormond Beach, FL



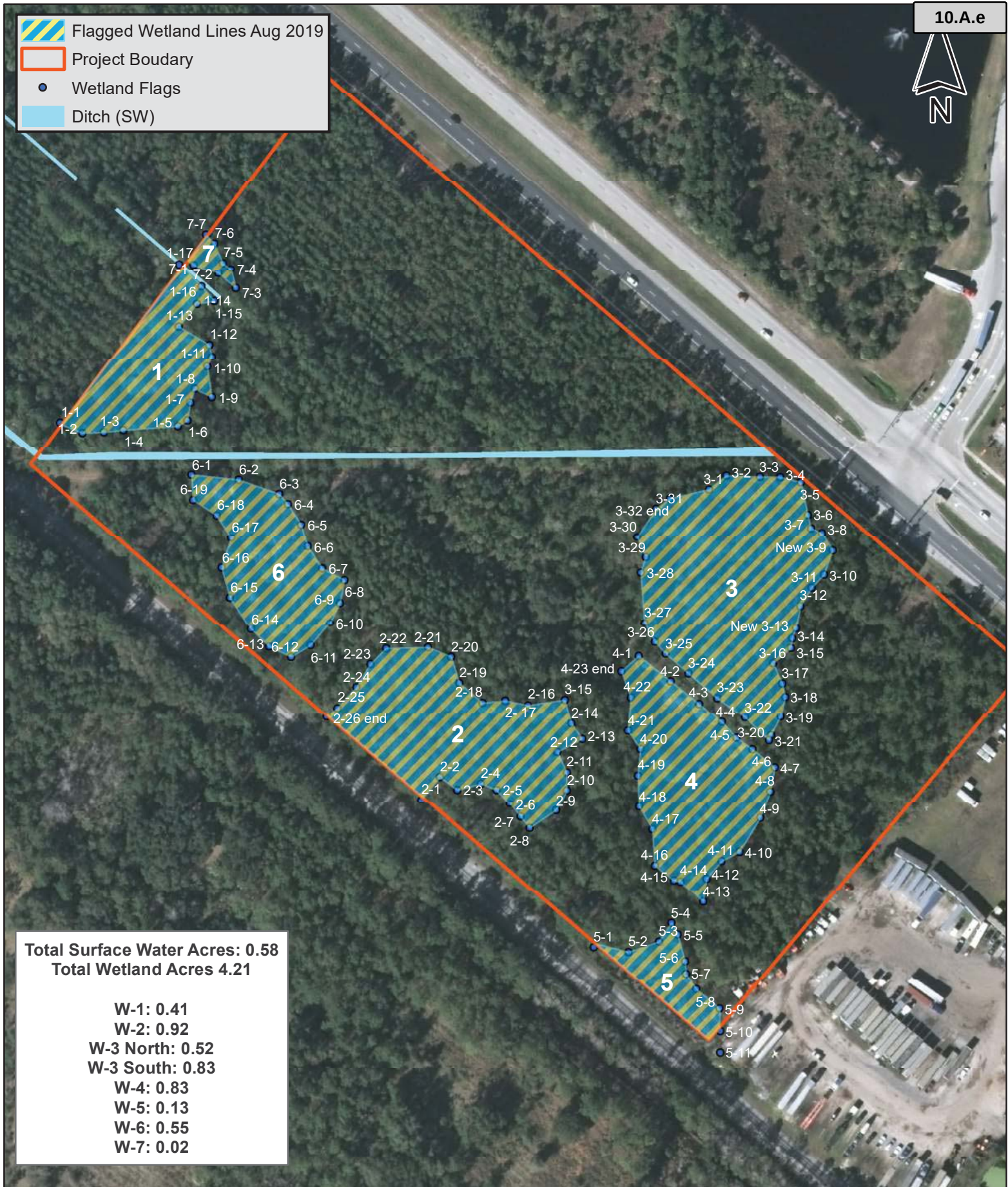
300 Interchange Blvd
Ormond Beach, FL 32174

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Packet Pg. 569



-  Flagged Wetland Lines Aug 2019
-  Project Boudary
-  Wetland Flags
-  Ditch (SW)



Total Surface Water Acres: 0.58
Total Wetland Acres 4.21

W-1: 0.41
W-2: 0.92
W-3 North: 0.52
W-3 South: 0.83
W-4: 0.83
W-5: 0.13
W-6: 0.55
W-7: 0.02

Wetland Map

Ormond Gateway Subdivision

Ormond Beach, Florida

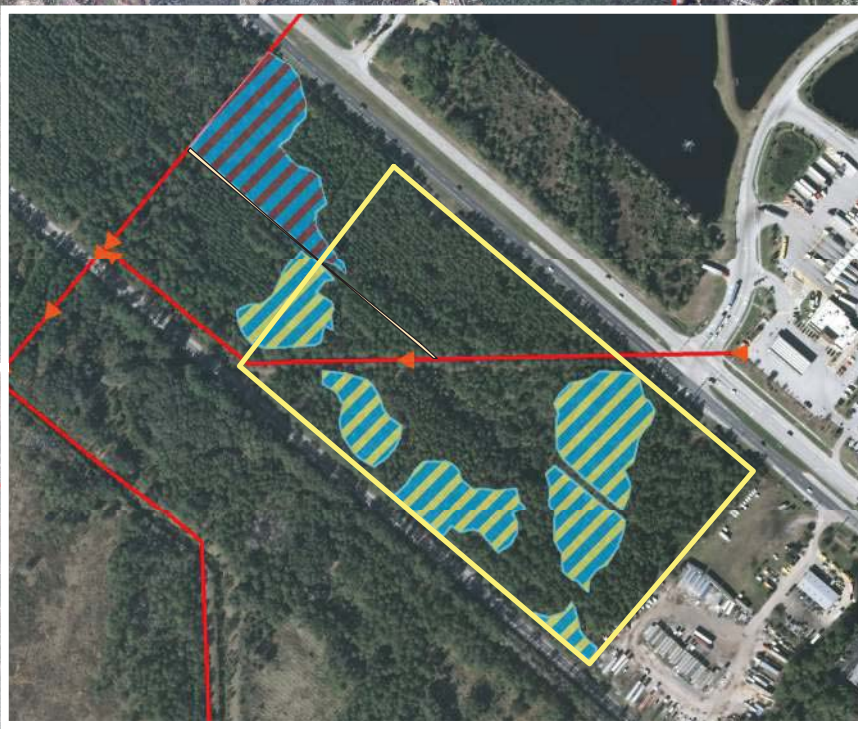
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 Map w acres.mxd

180 90 0 180 Feet



300 Interchange Blvd
 Ormond Beach, FL 32174

ph **Packet Pg. 570**



-  Project Boudary
-  USACE Jurisdictional Wetlands
-  USACE Isolated Wetlands
-  Traditionally Navigable Waterway
-  Rail Road Grade
-  NHD_Flowline

USACE Jurisdiction Map Ormond Gateway Subdivision Ormond Beach, Florida



300 Interchange Blvd
Ormond Beach, FL 32174

Date Saved: 10/3/2019 Created by: mtatum

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5,700 2,850 0 5,700 Feet



-  Project Boudary
-  USACE Jurisdictional Wetlands
-  USACE Isolated Wetlands
-  Rail Road Grade
-  NHD_Flowline
-  Ditch

USACE Jurisdiction Map Ormond Gateway Subdivision Ormond Beach, Florida

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300 Interchange Blvd
Ormond Beach, FL 32174

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Packet Pg. 572

1.0 PROJECT INFORMATION

The Ormond Gateway Subdivision (project) is located in the City of Ormond Beach, Volusia County, Florida, in the Sections 26 & 35, Township 13, Range 31. The property is bound by a railroad track on the southwest, AA Accurate Truck service station on the southeast, Tomoka Holdings, LLC timberland on the northwest, and U.S. 1 on the northeast (**Aerial Map**). The latitude and longitude coordinates for the approximate center of the project are 29.3393°N, 81.1378°W (WGS84/NAD83) as determined on the USGS Favoretta Quad (**Quadrangle Map**).

The applicant for the project is:

Destination Interchange, LLC.
 Scott Klioze
 7 Cypress Hollow Lane
 Ormond Beach, FL 32174
 (386)212-8658

The environmental scientist for this project is:

Bill Lites and Mallory Tatum
 Zev Cohen and Associates, Inc.
 300 Interchange Boulevard
 Ormond Beach, FL 32174
 (386)677-2482

The proposed project is to be developed into a commercial subdivision development including a gas/ convenience store, retail, and restaurant uses. Construction of common infrastructure (roads, utilities, stormwater management, compensation storage pond, etc.) will also be included.

Zev Cohen & Associates, Inc. (ZCA) Environmental Department staff has conducted an Environmental Assessment (EA) of the subject property with associated site visits on August 14, 2019 and several site visits prior. ZCA reviewed previous environmental reports for the subject property, characterized habitat types, verified the presence and extent of wetlands, and documented the potential of occurrence of protected species. This EA report includes survey methodology, results, and supplementary materials.

2.0 SOILS

A review of the soil types present was conducted to characterize the existing conditions on the subject property. The soil review used soil surveys conducted by the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS). Data are presented in accordance to Official Soil Series Descriptions (**Soils Map**).

13 – Cassia Fine Sand: This is a somewhat poorly drained sandy soil in slightly elevated positions in the flatwoods or in the lower positions of sandhills.

32 – Myakka Fine Sand: This is a poorly drained soil in located in flatwoods.

56 – Samsula Muck: This is a very poorly drained, nearly level organic soil in located in broad, low flats, small depressions, freshwater marshes, and swamps.

3.0 LAND USE AND VEGETATIVE COMMUNITY

The property consists of open land and a temperate hardwood forest (**Habitat Map**). Land use of the subject property was classified according to the Florida Department of Transportation (FDOT) (1999) *Florida Land Use, Cover and Forms Classification System* (FLUCFCS). The land use and vegetative communities observed on the subject property are described in detail below.

624 – Cypress – Pine – Cabbage Palm – The project site is composed of planted slash pine (*Pinus elliottii*) with some furrowed areas. Cabbage palm (*Sabal palmetto*) and bald cypress (*Taxodium distichum*) are other dominant canopy species. Wax myrtle (*Morella cerifera*) and Chinese tallow (*Triadica sebifera*) compose the subcanopy. Virginia chain fern (*Woodwardia virginica*), wiregrass (*Aristida stricta*), maidencane (*Panicum hemitomon*), and muscadine grape (*Vitis rotundifolia*) compose the groundcover.

510 – Ditch – This is a linear ditch that runs east to west through the property. It is covered and shaded by the canopy of planted slash pine. There are no visible connections to the adjacent wetlands onsite.

621 - Cypress Wetland – Wetland No. 5 is composed of this community type with bald cypress the dominant canopy and bald cypress saplings composing the sub-canopy. This wetland is receiving the runoff from the nearby development and is heavily disturbed.

631 – Wetland Shrub – The southern portion of Wetland No. 3 and Wetland No. 4 are composed of this community type. Bald cypress samplings are present with various understory vegetation including cabbage palm, wax myrtle, Virginia chain fern, giant plume grass (*Saccharum giganteum*), and parrotfeather or mermaidweed (*Proserpinaca pectinate*).

814 – Field Road – There is a linear field road that runs adjacent to the ditch on site.

4.0 WETLANDS AND OTHER SURFACE WATERS

The wetlands and other surface water boundaries were delineated on site in accordance with Chapter 62-340 F.A.C. and the 1987 *Corps of Engineers Wetlands Delineation Manual*.

ZCA environmental staff delineated seven (7) wetlands totaling 4.21 acres and 0.58 acres of other surface waters (ditch) on site (**Wetlands Map**). Wetland lines, UMAM values, Seasonal High Water Levels, and other information were verified during an onsite

inspection with Nicole Martin (SJRWMD) and Corey Maier (USACE) on October 28, 2019.

4.1 SJRWMD Jurisdictional Wetlands

All of the wetlands on the subject property are jurisdictional to the St. Johns River Water Management District (SJRWMD). All of the wetlands and the ditch onsite are expected to be impacted due to the configuration of the site and reconfiguration of the drainage ditch. A total of 0.58 acres of surface water impacts are proposed to re-route the onsite ditch. Wetlands 1-4 and 6-7 totaling 4.08 acres are all jurisdictional to the SJRWMD and will require offsite mitigation bank credits to be purchased. Wetland 5 is isolated and less than half an acre in size (0.13 ac) and will not require purchase of mitigation bank credits. A total of 2.24 mitigation bank credits from a Regionally Significant Mitigation Bank will be purchased to offset the wetland impacts.

4.2 USACE Jurisdictional Wetlands

The USACE has jurisdiction over Wetland 7 (0.02 acres) which connects to an offsite ditch and later to the Tomoka River Traditionally Navigable Waterway (**USACE Jurisdiction Map**). All other onsite wetlands are isolated from Waters of the United States and are not adjacent to conveyances thereof.

5.0 PROTECTED SPECIES

Prior to visiting the site, a background literature search was conducted to compile a list of state and federally protected animal and plant species that could occur on-site. The three primary sources of literature reviewed include the Florida Fish and Wildlife Conservation Commission's (FWC) *Florida's Endangered Species, Threatened Species, And Species of Special Concern*, the United States Fish and Wildlife Service's (USFWS) Threatened and Endangered Species System (TESS) database, and the Florida Department of Agriculture and Consumer Services (FDACS), Division of Plant Industry's (DPI) *Notes on Florida's Endangered and Threatened Plants*. Additional information was gathered from the Florida Natural Areas Inventory (FNAI) *Field Guides to the Rare Animals/Plants of Florida*, and the Florida Committee on Rare and Endangered Plants and Animals (FCREPA) *Rare and Endangered Biota of Florida* Series: Volumes 1-5, ZCA's *Protected Species Database*, including the *Florida Scrub-Jay Database* (a Zev Cohen proprietary database comprised of data acquired from several agencies, direct observations, and scientific journals), and the FWC's Eagle Nest Locator web site.

5.1 Protected Wildlife Species

The protected animal species with at least some likelihood of occurrence are listed in Table 5.1.1, below. The estimated likelihood of occurrence of each species is noted in the table and those species with at least a moderate likelihood of occurrence are discussed following the table.

Figure 5.1.1. Protected wildlife species with the potential to occur on the subject property, in Volusia County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FWC/USFWS			
<i>Amphelocoma coerulescens</i>	Florida scrub-jay	FT		Low	Scrub, Xeric
<i>Antigone canadensis pratensis</i>	Florida sandhill crane	ST		Low	Open wetlands, prairies
<i>Drymarchon corais couperi</i>	Eastern indigo snake	FT		Low	Wide variety of habitats
<i>Egretta caerulea</i>	Little blue heron	ST		Low	Shallow water bodies in FL
<i>Egretta tricolor</i>	Tricolored heron	ST		Low	Coastal ponds, marshes, swamps
<i>Falco sparverius paulus</i>	Southeastern American kestrel	ST		Low	Open habitats with scattered trees
<i>Gopherus polyphemus</i>	Gopher tortoise	ST		Observed	Sandhills, scrub, flatwoods
<i>Haliaeetus leucocephalus</i>	Bald eagle	BE		Moderate	Common adjacent to water
<i>Mycteria americana</i>	Wood stork	FT		Low	Shallow open waters
<i>Picoides borealis</i>	Red-cockaded woodpecker	FE		Low	Mature pine forests with regular burn
<i>Pituophis melanoleucus</i>	Florida pine snake	ST		Low	Upland areas adjacent to wetlands
<i>Platalea ajaja</i>	Roseate spoonbill	ST		Low	Coastal ponds, marshes, swamps
<i>Sciurus niger shermani</i>	Sherman's fox squirrel	SSC		Low	Longleaf pine-turkey oak sandhills

FE= Federally Endangered; FT= Federally Threatened; ST= State Threatened SSC= Species of Special Concern BE= Bald and Golden Eagle Protection Act

Gopher tortoise (*Gopherus Polyphemus*) – The gopher tortoise is a state-designated Threatened Species due to habitat loss associated with development. Gopher tortoises require uplands that have a high enough elevation to allow for the construction of underground burrows that would not be below the groundwater table. These conditions are present on the subject property. Two gopher tortoise burrows were observed on the field road during site inspections. One gopher tortoise was observed foraging on the field road.

Bald Eagle (*Haliaeetus leucocephalus*) – According to the Florida Fish and Wildlife Conservation Commission, Eagle Nest Locator database, there are no active eagle nests within approximately 1.5 miles of the project area. Please note that the location provided by this website is provided only to allow the user to view the general location of a nest and to confirm that an appropriate area of interest was targeted by the user's search. Development adjacent to known bald eagle nests is restricted under the Bald and Golden Eagle Protection Act. Since no nests occur within 660' of the site, development of the site will not be constrained by nests.

Wood stork (*Mycteria americana*) – The wood stork is a Federally Threatened Species due to loss of habitat. According to the United States Army Corps of Engineers, Jacksonville District, the impact of a proposed project on wood stork population and foraging areas must be determined through the use of the State of Florida Effect Determination Key for the Wood Stork in Central and North Peninsular Florida. Following the dichotomous key rule, it was determined that the project site is more than 2,500 feet from a colony site and the project does not affect suitable foraging habitat

(SFH). The seven (7) wetlands onsite have been drained due to the drainage ditch and remained dry for the majority of the year. Therefore, they do not provide suitable foraging habitat for the wood stork. The onsite ditch is connected to other offsite ditches that could support small minnows and other potential forage fish for wood stork. However, the ditch on the project site is shaded by dense vegetation composed of slash pine and hardwoods making it inaccessible for wood storks. The ditch is shaded with slash pine canopy cover and during the site visit with the SJRWMD and USACE, was determined not to provide SFH. Thus, the project was deemed “Not Likely to Adversely Affect” (NLAA) wood stork nesting or foraging habitat

5.2 Wildlife Survey

A preliminary site review was conducted to assess the potential presence of protected wildlife species on the subject property. Two gopher tortoise burrows and a gopher tortoise were observed on the field road adjacent to the surface water. A 100% gopher tortoise survey will be required for the property within 90 days prior to construction to be conducted by an authorized gopher tortoise agent. If tortoises are present at that time of inspection, a gopher tortoise permit will be required. Any tortoise burrows identified during the survey will require excavation and relocation to an authorized gopher tortoise recipient site.

6.0 SUMMARY

Zev Cohen and Associates, Inc. has conducted a site review on the proposed project site for the purposes of determining the presence or potential presence of state and federally protected wildlife, as well as wetlands. Seven (7) wetlands and one ditch were delineated on site. However, Wetland 5 is isolated and less than half an acre in size (0.13 ac) and will not require mitigation. Impacts to the wetlands will be permitted by the SJRWMD for 4.08 acres of wetland impacts and 0.58 acres of surface water impact. SJRWMD requires mitigation bank credits to be purchased to offset these wetland impacts. USACE will require permitting for 0.02 acres of wetland impact for the USACE jurisdictional Wetland 7. The remaining wetlands on site are isolated and not USACE jurisdictional.

A wildlife survey was conducted to evaluate the potential presence of state and federally protected wildlife species. The gopher tortoise was the only listed species with potential presence on the subject property. A 100% gopher tortoise survey will be required for the property within 90 days prior to construction to be conducted by an authorized gopher tortoise agent.

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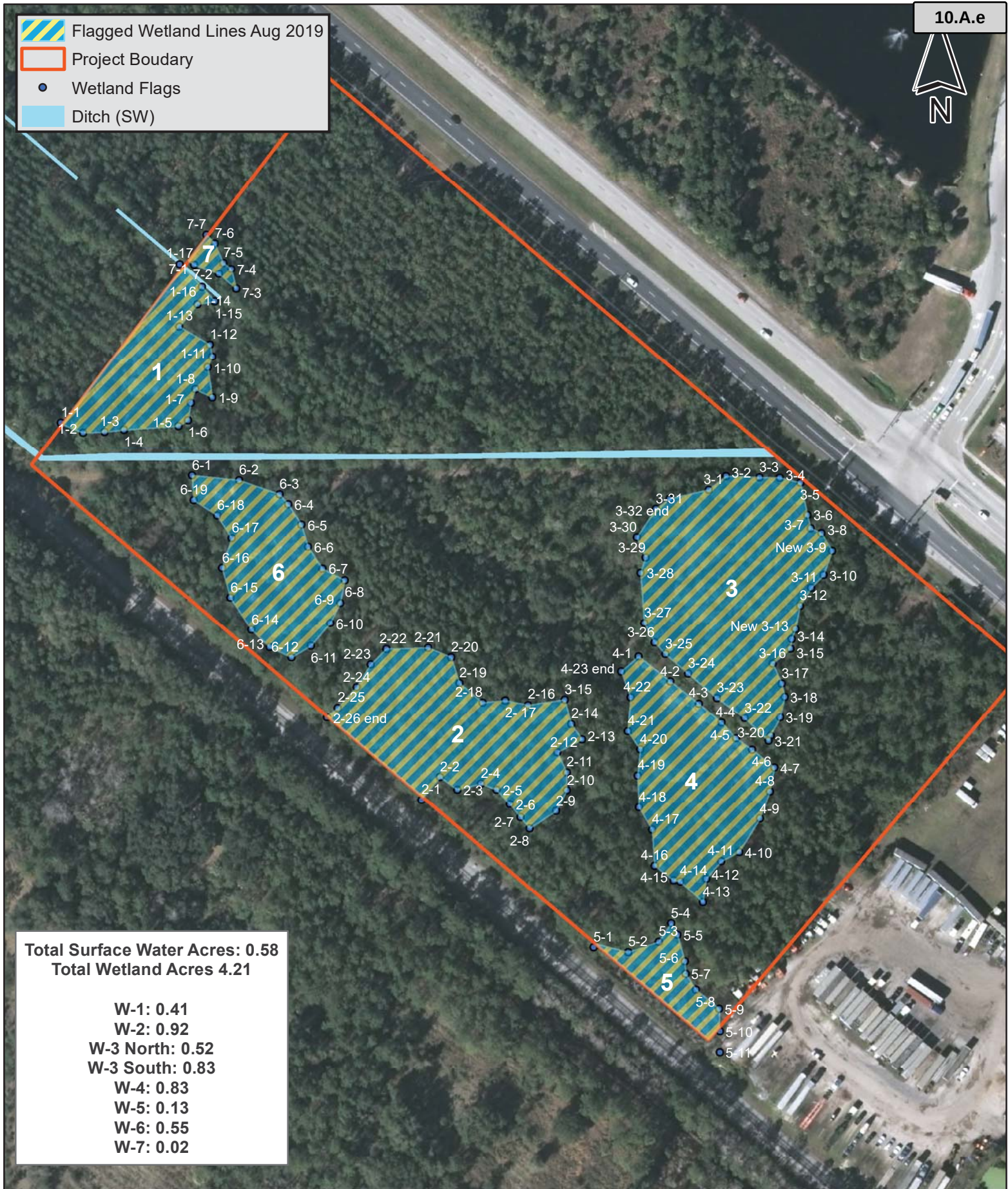
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-  Flagged Wetland Lines Aug 2019
-  Project Boudary
-  Wetland Flags
-  Ditch (SW)



Total Surface Water Acres: 0.58
Total Wetland Acres 4.21

W-1: 0.41
W-2: 0.92
W-3 North: 0.52
W-3 South: 0.83
W-4: 0.83
W-5: 0.13
W-6: 0.55
W-7: 0.02

Wetland Map

Ormond Gateway Subdivision

Ormond Beach, Florida

Date Saved: 11/19/2019 created by: mtatum

Path: Z:\PROJECTS\2019\19006 Racetrac at Ormond Gateway\Wetland Delineation
 Map w acres.mxd



300 Interchange Blvd
 Ormond Beach, FL 32174

ph **Packet Pg. 580**

-  Wetland Impacts
-  Secondary Impacts
-  Project Boudary
-  Ditch (SW)

10.A.e



Total Surface Water Acres: 0.58
Total Wetland Acres 4.21
Total Secondary Impact Acres 0.17

W-1: 0.41
 W-2: 0.92
 W-3 North: 0.52
 W-3 South: 0.83
 W-4: 0.83
 W-5: 0.13
 W-6: 0.55
 W-7: 0.02

Wetland Impact Map Ormond Gateway Subdivision Ormond Beach, Florida



300 Interchange Blvd
 Ormond Beach, FL 32174

ph **Packet Pg. 581**

Date Saved: 3/9/2020 Created by: mtatum

Path: Z:\PROJECTS\2019\19006 Racetrac at Ormond Gateway\Wetland Impact Map.mxd

230 115 0 230 Feet



Project: 19006 Ormond Gateway Subdivision										date onsite: 10/1/2019			
Impacts	Habitat type	Location and Landscape Support		Water Environment		Community Structure		Acres	Functional loss	Total Impact Acres	Total Creation Acres	Total Enhancement Provided	Upland Acres Provided
		before	after	before	after	before	after						
W3 North	624	4	0	5	0	5	0	0.52	0.2427	4.96	0	0	0
V3 South & W4	631	6	0	6	0	7	0	1.66	1.0513				
W6 & W2	624	6	0	4	0	5	0	1.47	0.7350				
W5	621	4	0	3	0	5	0	0.13	0.0000			Total	
W1 & W7	624	6	0	4	0	5	0	0.43	0.2150	Total		Functional	
SI 1 (adj W1)	624	6	5	4	3	5	4	0.15	0.0150				
SI 2 (adj W7)	624	6	5	4	3	5	4	0.02	0.0020	Functional		Gain	
SW 1	510							0.58	0.0000				
									0.0000	Loss		Units	
									0.0000				
									0.0000	2.261		#DIV/0!	
									0.0000				
									0.0000				
									0.0000				
									0.0000				

Mitigation	Habitat Type	Location and Landscape Support		Water Environment		Community Structure		time lag	risk factor	Preservation Adjustment Factor	Relative Functional Gain	Acres Provided	Functional Gain
		w/o CE	w/ CE	w/o CE	w/ CE	w/o CE	w/ CE						Units
wetland preservation													
											0.0000		0.0000
											#DIV/0!		#DIV/0!
											0.0000		0.0000
											0.0000		0.0000
											0.0000		0.0000
											0.0000		0.0000
											0.0000		0.0000
											0.0000		0.0000
enhancement		before	after	before	after	before	after						
											#DIV/0!		#DIV/0!
											#DIV/0!		#DIV/0!
											#DIV/0!		#DIV/0!
											#DIV/0!		#DIV/0!
											#DIV/0!		#DIV/0!
											#DIV/0!		#DIV/0!
											#DIV/0!		#DIV/0!
uplands		w/o CE	w/ CE	w/o CE	w/ CE	w/o CE	w/ CE						
					x						#DIV/0!		#DIV/0!
					x						#DIV/0!		#DIV/0!
					x						#DIV/0!		#DIV/0!
					x						#DIV/0!		#DIV/0!

Comments
Impacts

site: **19006 Ormond Gateway Subdivision**

W3 North	Location and Landscape Support		US HWY 1 bordering the wetland, heavy invasive species present, human foot traffic/ homeless camps present
	before	after	
	4	0	
acres 0.52	Water Environment		Hydrologic impediments present, berm, US HWY 1, and old railroad grade isolating the wetland; heavy drained from adjacent ditch
	before	after	
	5	0	
F.L. 0.52	Community Structure		recruitment of cypress and sweet gum present, chinese tallow and other invasives present
	before	after	
	5	0	
W3 South & W4	Location and Landscape Support		US HWY 1 bordering the wetland, heavy invasive species present, human foot traffic/homeless camps present
	before	after	
	6	0	
acres 1.66	Water Environment		Hydrologic impediments present, berm, US HWY 1, and old railroad grade isolating the wetland; heavy drained from adjacent ditch
	before	after	
	6	0	
F.L. 1.66	Community Structure		Heavy invasives present, including chinese tallow and wedelia, little to no recruitment of cypress nor sweet gum
	before	after	
	7	0	
W6 & W2	Location and Landscape Support		heavy invasive vegetation presence, including wedelia and tallow
	before	after	
	6	0	
acres 1.47	Water Environment		GT burrow present IN wetland; severely drained and water levels much lower than expected
	before	after	
	4	0	
F.L. 1.47	Community Structure		Revegetation of exotics, heavy fern growth
	before	after	
	5	0	

W5	Location and Landscape Support		Corner of property near truck stop/storage, railroad barrier and berm.
	before	after	
	4	0	
acres 0.13	Water Environment		Pooling effect from offsite runoff; water levels higher than expected
	before	after	
	3	0	
F.L. 0.13	Community Structure		Vegetation present, but wouldn't be there if pooling of water were not occurring.
	before	after	
	5	0	
W1 & W7	Location and Landscape Support		Site provides support for wildlife, though not optimal with FEC Railroad and US HWY 1 bordering, regeneration is moderate, though age and density of woody debris is greater than normal with many fallen trees, little land management
	before	after	
	6	0	
acres 0.43	Water Environment		Water levels lower than expected, heavily furrowed areas display extreme alteration in flow rates,
	before	after	
	0	0	
F.L. 0.43	Community Structure		Heavy invasives present, including chinese tallow and wedelia, little to no recruitment of cypress nor sweet gum
	before	after	
	5	0	
SI 1 (adj W1)	Location and Landscape Support		A 25' buffer of secondary impacts was calculated as this area will maintain common ownership with maintenance activities completed by one entity, the use following construction will be wet/dry storage areas with little human activity on this part of the site, and the wetlands are heavily forested. There will also be a landscape buffer and Natural Area Signage added.
	before	after	
	6	5	
acres 0.15	Water Environment		
	before	after	
	4	3	
F.L. 0.15	Community Structure		
	before	after	
	5	4	

SI 2 (adj W7)		Location and Landscape Support		A 50' buffer of secondary impacts was calculated as this area will be converted into a commercial lot. The wetland area is heavily forested, will have a landscape buffer, and Natural Area Signage will be added.	
		before	after		
		6	5		
acres 0.02		Water Environment			
		before	after		
		4	3		
F.L. 0.02		Community Structure			
		before	after		
		5	4		

#REF!		Location and Landscape Support			
		before	after		
		#REF!	#REF!		
acres #REF!		Water Environment			
		before	after		
		#REF!	#REF!		
F.L. #REF!		Community Structure			
		before	after		
		#REF!	#REF!		

#REF!		Location and Landscape Support			
		before	after		
		#REF!	#REF!		
acres #REF!		Water Environment			
		before	after		
		#REF!	#REF!		
F.L. #REF!		Community Structure			
		before	after		
		#REF!	#REF!		

Attachment 3:

Preliminary Plat

ORMOND GATEWAY SUBDIVISION

BEING A REPLAT OF LOTS 1-B & 21-32, BLOCK 65, LOTS 7-22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF FLAGLER ROAD AND A 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250-252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 11, PAGES 92-93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

LOTS 7-B & 21-32, BLOCK 65, LOTS 7-22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF VACATED FLAGLER ROAD AND A 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250-252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 11, PAGES 92-93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, THENCE SOUTH 89 DEGREES 51 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 35, 245.50 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (A 150 FOOT RIGHT-OF-WAY) AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE S49°52'16"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 402.77 FEET TO A POINT ON THE WESTERLY LINE OF LOT 8, BLOCK 65, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK NO. 10, PAGES 250-252, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S40°07'01"W, ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF LOT 20, BLOCK 65 AND LOT 6, BLOCK 66, SAID REPLAT OF NATIONAL GARDENS AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, A DISTANCE OF 605.89 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD, HAVING A 100.00 FOOT RIGHT-OF-WAY; THENCE N49°45'01"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1214.58 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N40°01'49"E, A DISTANCE OF 657.02 FEET TO A POINT ON AFORESAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, THENCE S49°52'16", ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 614.24 FEET TO THE POINT OF BEGINNING.

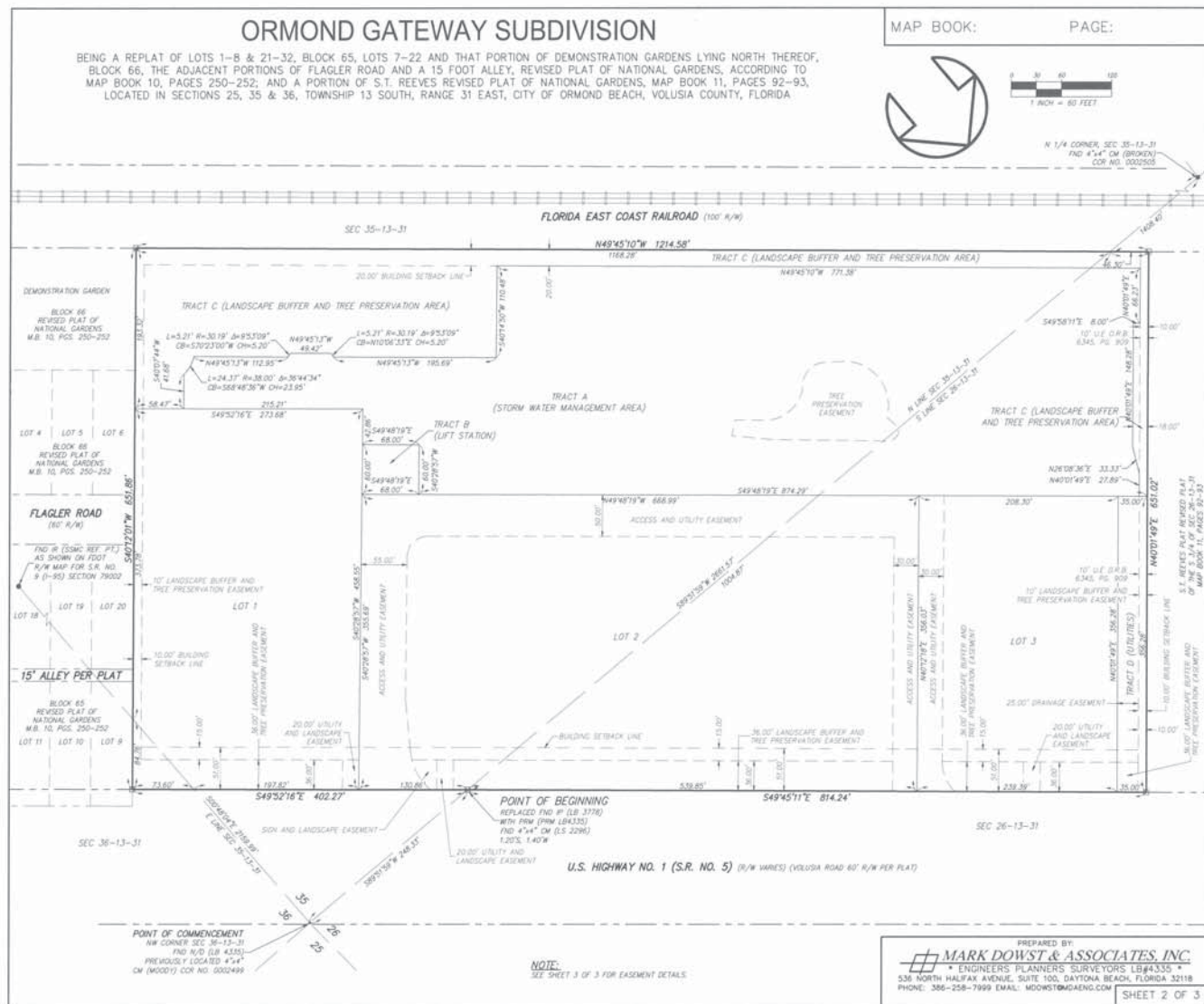
SAID LANDS CONTAINING 18.17 ACRES, MORE OR LESS.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, AS BEING S49°52'16"W.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 121270000K, VOLUSIA COUNTY, FLORIDA, REVISED DATE OF SEPTEMBER 24, 2012, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREAS OF MINIMAL FLOODING) AND "A1" (AREA DETERMINED TO HAVE A BASE FLOOD ELEVATION OF 20.00 FEET, NAD 83 (20.00 FEET, NAD 29).
3. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO THE HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 32.177-723-2.289833333 EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS, DIMENSIONS SHOWN ON THIS PLAT ARE IN U.S. GROUND FEET AND DECIMALS THEREOF.
4. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE OR OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THE COVENANTS AND RESTRICTIONS FOR ORMOND GATEWAY PROPERTY OWNERS' ASSOCIATION, INC. ARE RECORDED IN D.R. BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. THE ARTICLES OF INCORPORATION OF THE ORMOND GATEWAY PROPERTY OWNERS' ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, WERE FILED ON _____ 20____, AND ASSIGNED DOCUMENT NUMBER _____ WITH THE FLORIDA DEPARTMENT OF STATE.
8. ALL UTILITY EASEMENTS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRS, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
9. TRACT A IS HEREBY DESIGNATED FOR STORMWATER MANAGEMENT AREA.
10. TRACT B IS HEREBY DESIGNATED FOR THE INSTALLATION AND MAINTENANCE OF A LIFT STATION.
11. TRACT C IS HEREBY DESIGNATED FOR LANDSCAPE BUFFER AND TREE PRESERVATION AND ENHANCEMENT THEREOF TO MEET THE CITY OF ORMOND BEACH MINIMUM LANDSCAPE BUFFER REQUIREMENTS.
12. TRACT D IS HEREBY DESIGNATED FOR DRAINAGE, UTILITIES, LANDSCAPE BUFFER AND TREE PRESERVATION AND ENHANCEMENT THEREOF TO MEET THE CITY OF ORMOND BEACH MINIMUM LANDSCAPE BUFFER REQUIREMENTS AS SHOWN HEREON.
13. LANDSCAPE BUFFER AND TREE PRESERVATION EASEMENT SHOWN HEREON ARE FOR THE ENHANCEMENT THEREOF TO MEET THE CITY OF ORMOND BEACH MINIMUM LANDSCAPE BUFFER REQUIREMENTS.

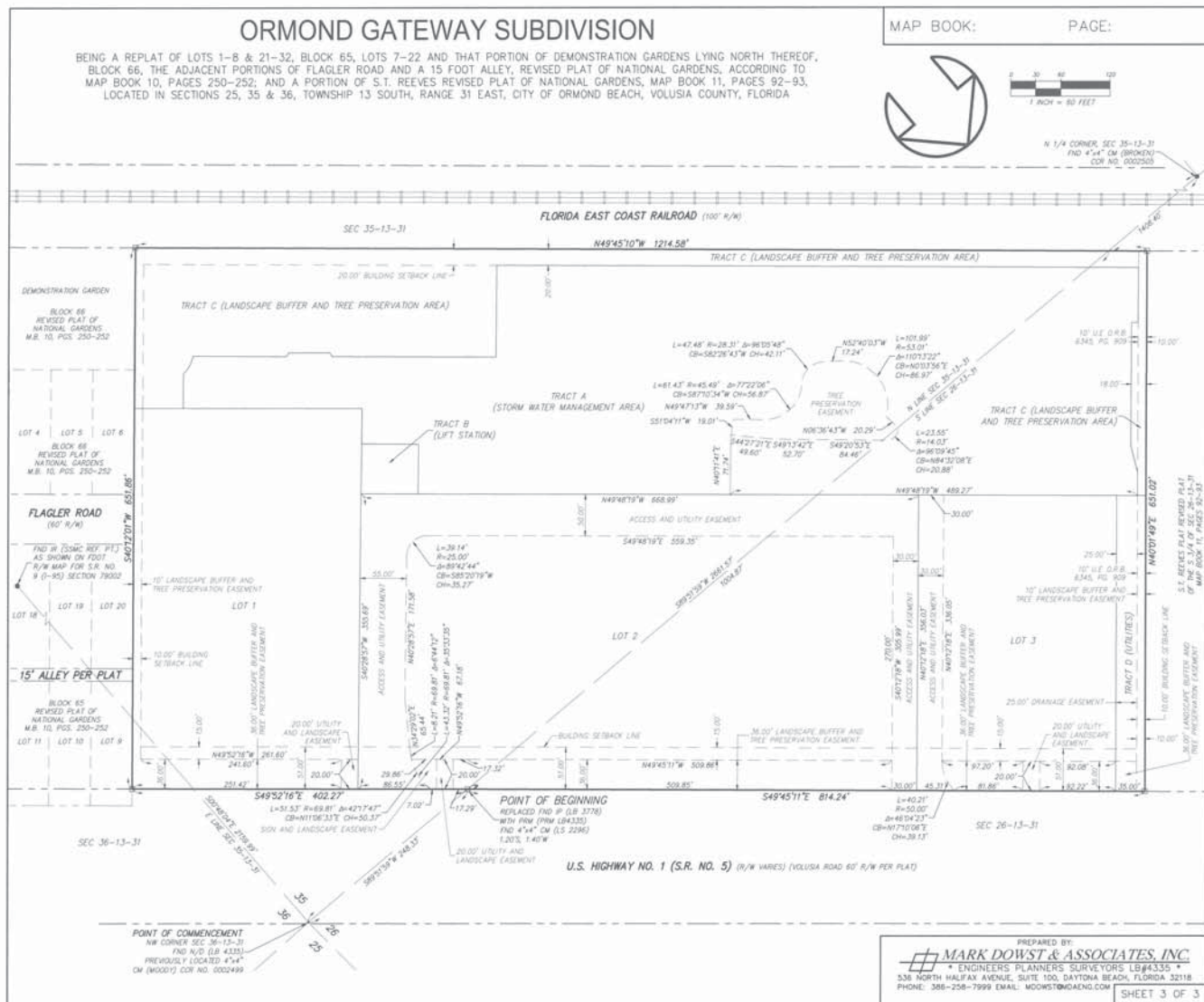
LEGEND AND ABBREVIATIONS:

- A - 1/4" = 100' LESS
- C - CENTER LINE
- CO - CONVEYANCE INSTRUMENT
- D - DEED BOOK
- E - EASEMENT
- F - FLORIDA DEPARTMENT OF TRANSPORTATION
- G - GROUND
- H - HIGHWAY
- I - INTERSECTION
- J - JUNCTION
- K - KNOX ROAD
- L - LOTS
- M - MAP BOOK
- N - NAD 83
- O - NORTH
- P - PLAT
- Q - QUARTER SECTION
- R - RAILROAD
- S - STATE ROAD
- T - TOWNSHIP
- U - UTILITY EASEMENT
- V - VACATED
- W - WEST
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- TV - 1/4" = 100' LESS
- TW - 1/4" = 100' LESS
- TX - 1/4" = 100' LESS
- TY - 1/4"



REVISION			
NO.	DATE	BY	REVISION
1	02/28/20	UN	REVISED SHEETING TITLES IN TITLE AND NOTES
2	02/28/20	UN	REVISED PLAT PER SITE PLAN CHANGES
3	02/28/20	UN	REVISED PLAT PER SITE PLAN CHANGES
4	02/28/20	UN	REVISED PLAT PER SITE PLAN CHANGES

RECORD PLAT		PROJECT NO.	
ORMOND GATEWAY SUBDIVISION		9538	
ORMOND BEACH, FLORIDA		2	



PROJECT NO.		953B	
SHEET NO.		3	
RECORD PLAT			
ORMOND GATEWAY SUBDIVISION			
ORMOND BEACH, FLORIDA			
PRELIMINARY			
DATE		02/28/20	
BY		LD	
CHECKED		LD	
DATE		02/28/20	
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DATE		02/28/20	

Attachment 4:

Construction plans

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL
FINAL ENGINEERING PLANS

DESTINATION INTERCHANGE, LLC.
1325 OAK FOREST DR.
ORMOND BEACH, FL 32174
(386) 795-2008

ZEY COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
(386) 677-2482
(386) 677-2505 (FAX)

MARK DOWST & ASSOCIATES, INC.
536 NORTH HALIFAX AVE., SUITE 100
DAYTONA BEACH, FL 32118
(386) 258-7999
(386) 257-4310 (FAX)

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
(386) 677-2482
(386) 677-2505 (FAX)

CONTACT PERSON: JAKE STEHR, LA
e-mail: jstehr@zevcohen.com

THIS PROJECT INCLUDES THE CONSTRUCTION OF MULTI-USE COMMERCIAL PROPERTY DIVIDED INTO 3 PARCELS
Lot 40, Lot 42 and Lot 43 WITH A DRY & WET COMBINATION MASTER STORM WATER SYSTEM

SITE ADDRESS:	1660-1662-1670 N. US HWY 1
PROJECT AREA:	18.17 AC
TAX PARCEL ID #	21-26-00-00-0101, 21-36-01-00-0010, 21-36-01-00-0070
ZONING:	R-7
PROPOSED ZONING:	R-7 (HIGH TOURIST COMMERCIAL)
EXISTING LAND USE:	UNDEVELOPED HEAVILY WOODED
PROPOSED LAND USE:	COMMERCIAL
UNIT/LOT COUNT:	3
SETBACKS:	
FRONT:	30'
SIDE:	10'
REAR:	20'
REQUIRED LANDSCAPE BUFFER(S):	
GREENBELT BUFFER:	FRONT 30'
LANDSCAPE BUFFER:	REAR 20', SIDES 10'

LAND USE TABLE:		ACREAGE	PERCENTAGE
EXISTING CONDITIONS:			
WETLAND AREA	4.219 AC	23.16%	
UPLAND AREA	13.965 AC	76.84%	
PROPOSED CONDITIONS:			
FOOD AREAS(1)	1.306 AC	7.2%	
LANDSCAPE/OPEN SPACE	8.603 AC	47.3%	
TOTAL PERVIOUS	9.909 AC	54.5%	
70% OF IMPERVIOUS OVER LOT #1 AREA	2.008 AC	11.1%	
85% OF IMPERVIOUS OVER LOT #2 AREA	4.631 AC	25.6%	
70% OF IMPERVIOUS OVER LOT #3 AREA	1.568 AC	8.6%	
LPT STATION/DRIVERS	0.039 AC	0.2%	
TOTAL IMPERVIOUS	8.246 AC	45.5%	



THE SITE LIES WITHIN THE FOLLOWING VOLUSA COUNTY SOIL CLASSIFICATIONS:
12-CASSIA FINE SAND; 22-MYAKKA FINE SAND; 56-SANDSILL MUCK

SCALE: 1" = 1000'
THE PROPERTY LIES IN
FLOOD ZONE AE FOR FEMA MAPS PANEL 12075C0311E DATED 6/8/79

C1	COVER SHEET
C2-C4	CONSTRUCTION NOTES
C5	DEMOLITION & EROSION CONTROL PLAN
C6	OVERALL DEVELOPMENT PLAN
C7	PAVING, GRADING & DRAINAGE PLAN
C8	UTILITY PLAN
C9-C10	OFF-SITE IMPROVEMENTS
C11-C19	CONSTRUCTION DETAILS
C20-C21	MOT CONSTRUCTION DETAILS
TP1-TP2	TREE PROTECTION PLAN AND DETAILS
LA1-LA3	LANDSCAPE PLANS AND DETAILS

THESE 7 2004 04 08 0000 70 470

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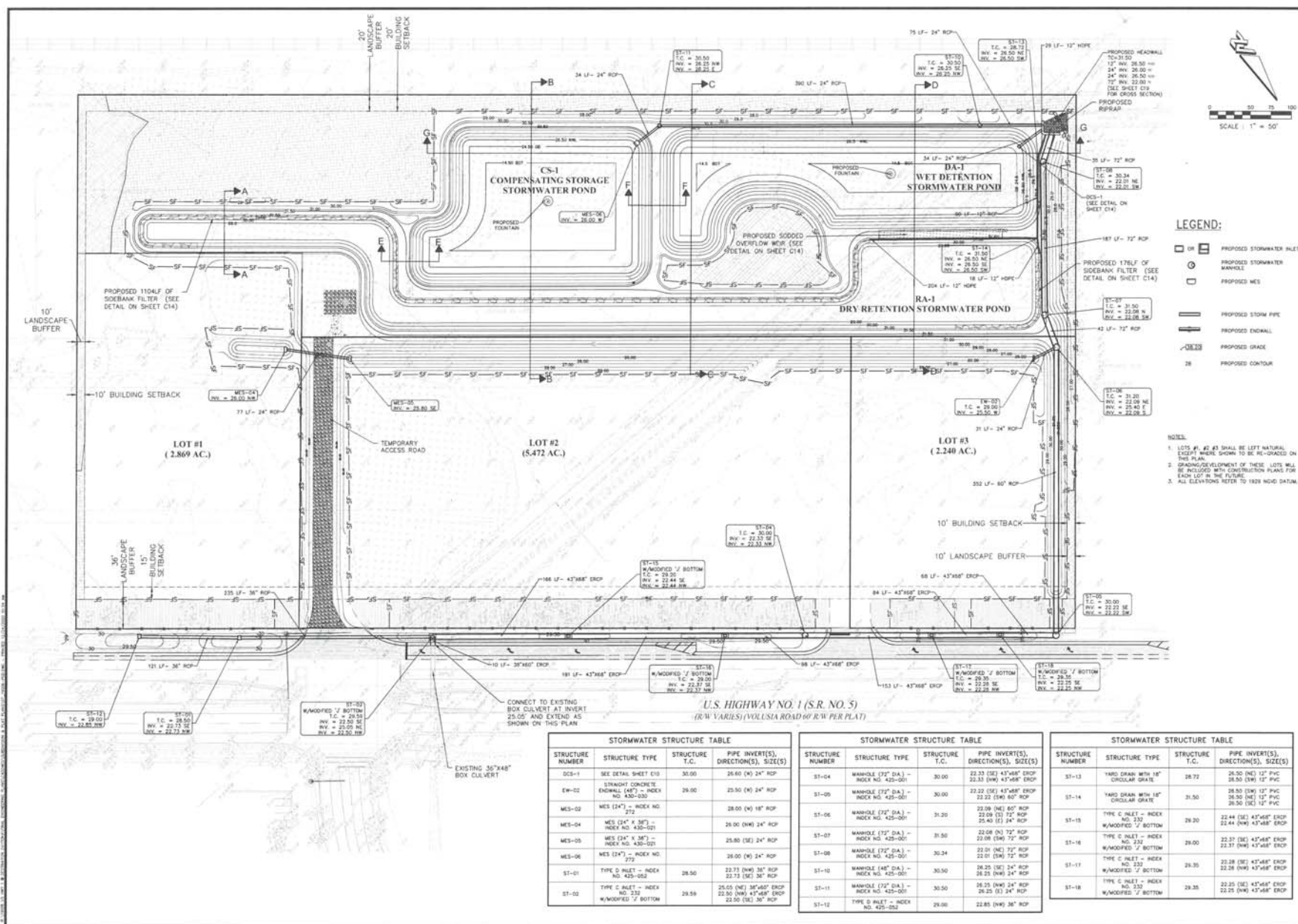
Book 14 Page 10

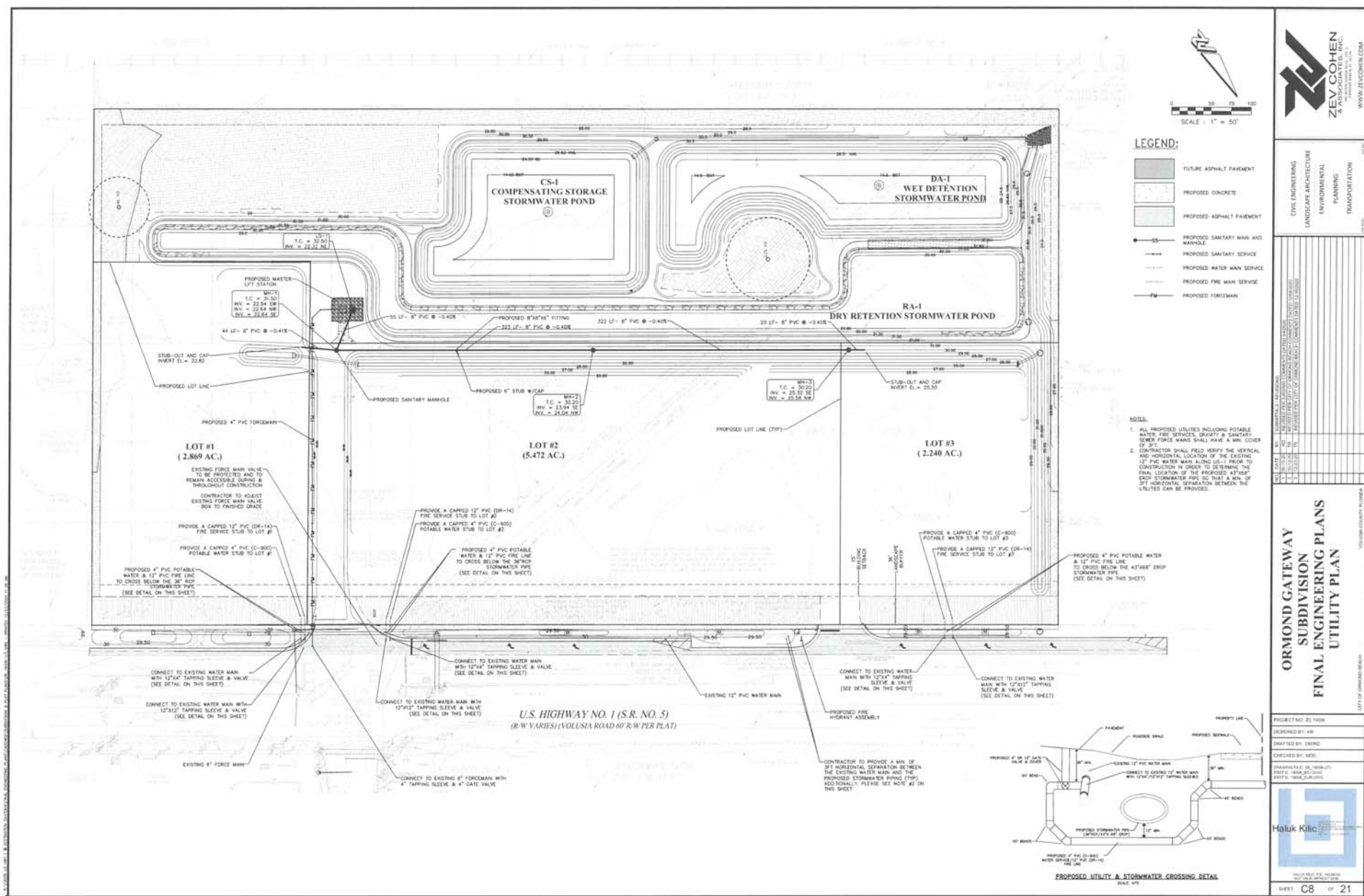
Packet Pg.

****NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION****



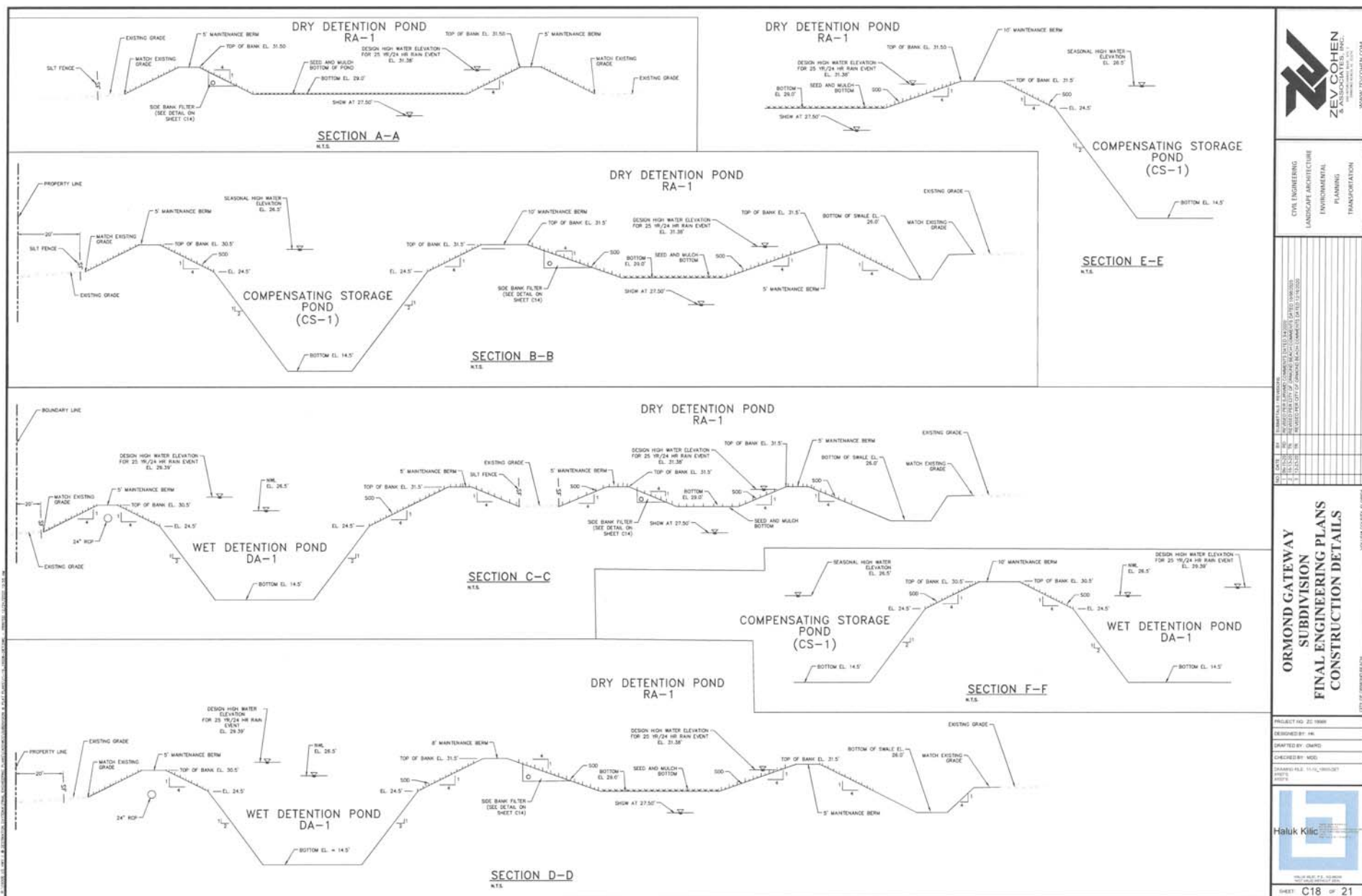












CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL PLANNING
TRANSPORTATION

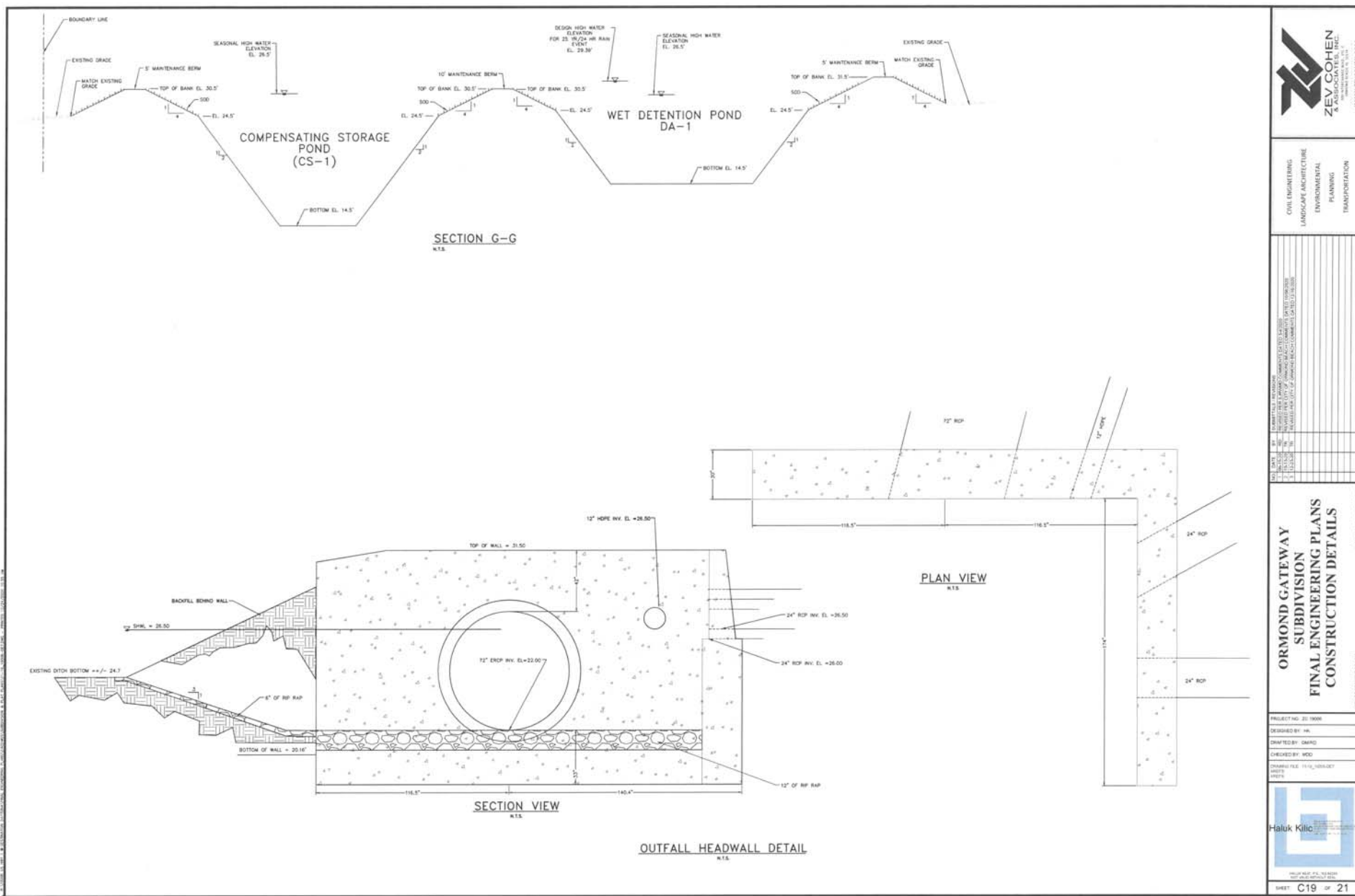
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BY	MM
CHECKED	MM
APPROVED	MM
PROJECT NO.	22-1988
DESIGNED BY	MM
DRAWN BY	MM
CHECKED BY	MM
PROJECT FILE	11-14-2007
PROJECT	ORMOND GATEWAY SUBDIVISION
PROJECT	FINAL ENGINEERING PLANS
PROJECT	CONSTRUCTION DETAILS
PROJECT	CITY OF ORMOND BEACH

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

PROJECT NO.	22-1988
DESIGNED BY	MM
DRAWN BY	MM
CHECKED BY	MM
PROJECT FILE	11-14-2007
PROJECT	ORMOND GATEWAY SUBDIVISION
PROJECT	FINAL ENGINEERING PLANS
PROJECT	CONSTRUCTION DETAILS
PROJECT	CITY OF ORMOND BEACH

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SHEET C18 OF 21



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

DATE	10/10/2021
BY	HN
CHECKED	WOD
IN CHARGE	HN
PROJECT NO.	21-1000
PROJECT NAME	ORMOND GATEWAY SUBDIVISION
PROJECT LOCATION	ORMOND BEACH, FLORIDA
PROJECT DESCRIPTION	FINAL ENGINEERING PLANS
PROJECT STATUS	IN PROGRESS
PROJECT OWNER	CITY OF ORMOND BEACH
PROJECT CONTACT	JOHN COHEN
PROJECT PHONE	407.255.1000
PROJECT FAX	407.255.1001
PROJECT EMAIL	info@zevcohen.com
PROJECT WEBSITE	www.zevcohen.com

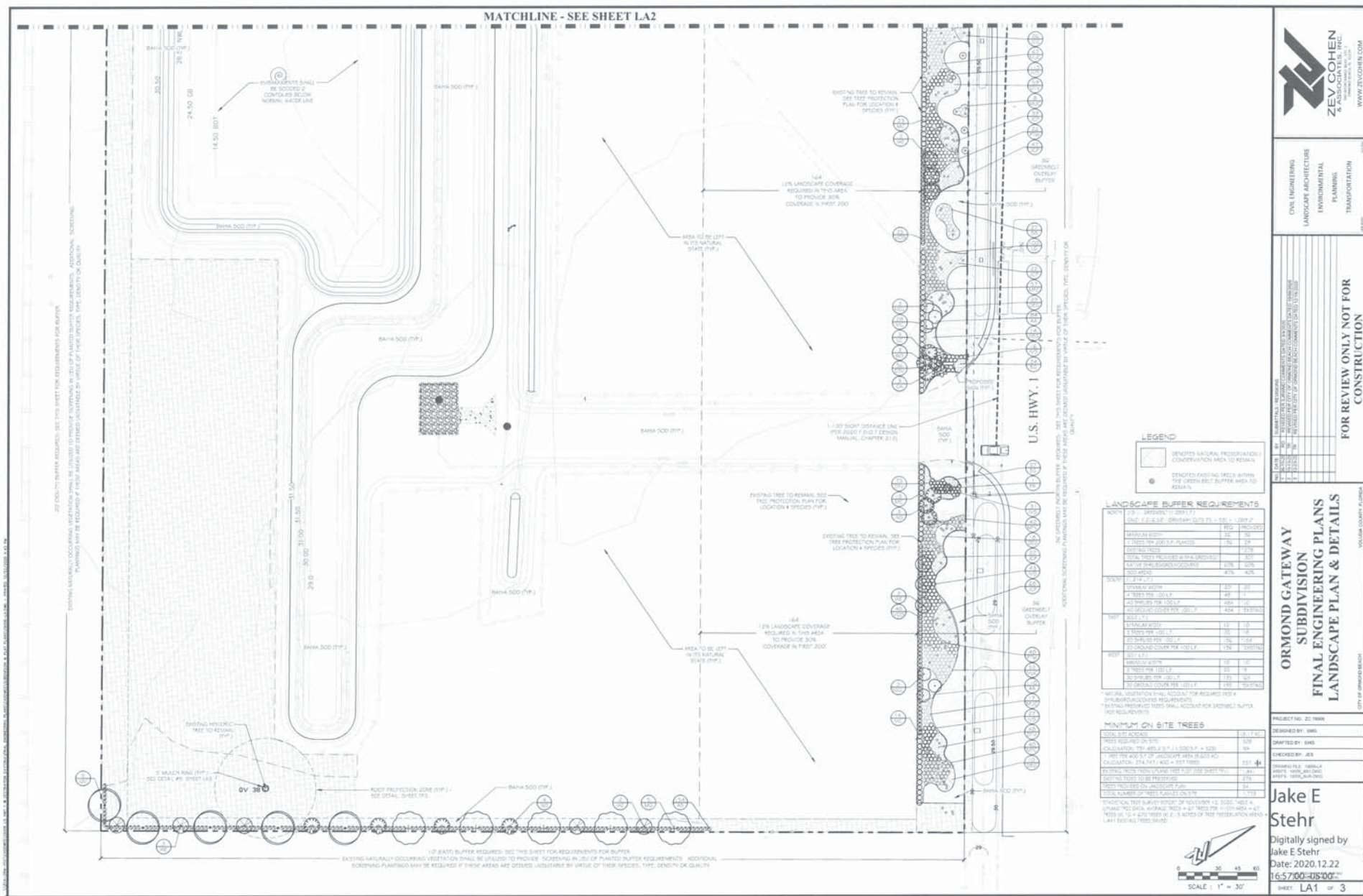
ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

CITY OF ORMOND BEACH
VOLUNTEER COUNTY, FLORIDA

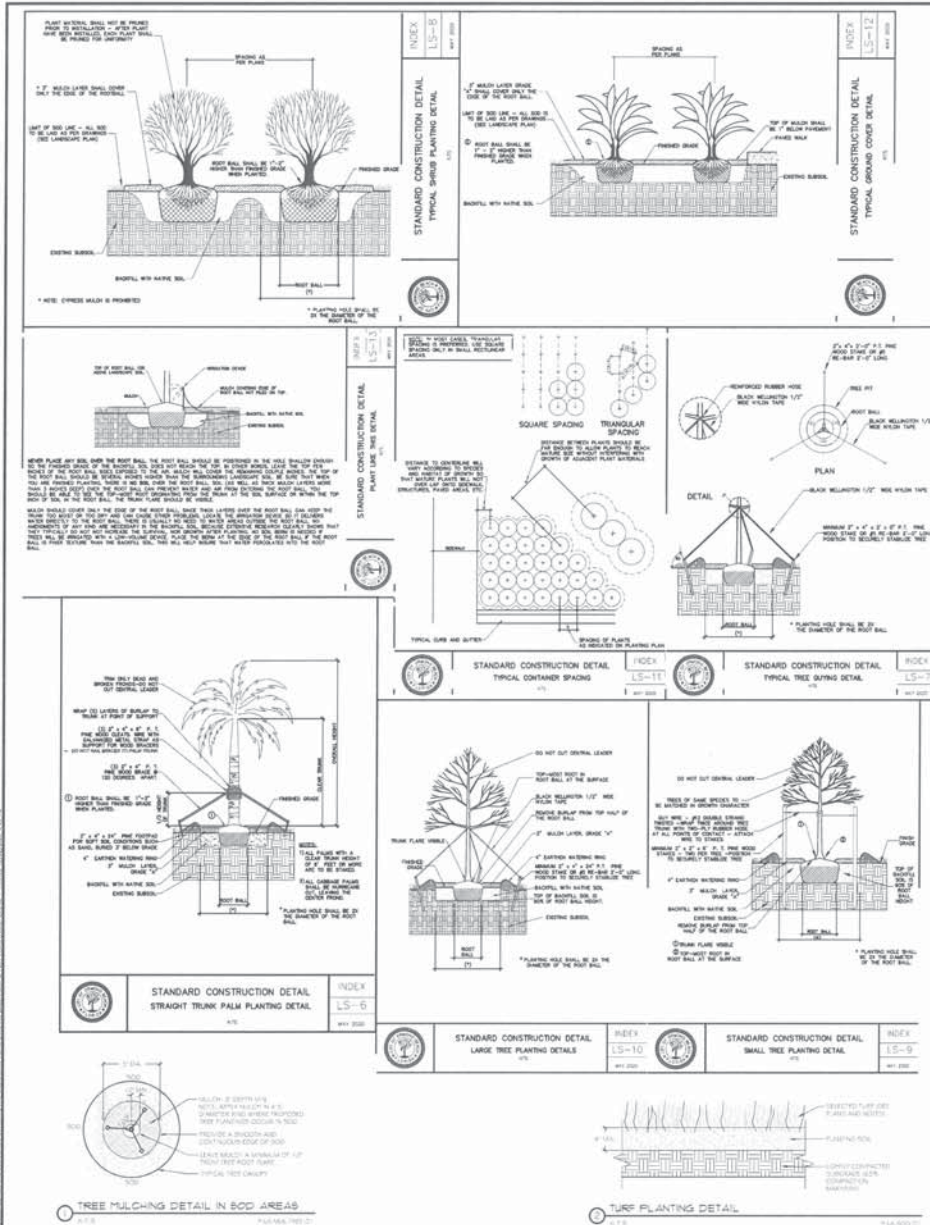
PROJECT NO. 21-1000
DESIGNED BY: HN
DRAFTED BY: DM/RD
CHECKED BY: WOD
DRAWING FILE: 10-10-1000-001
10/10/2021

Haluk Kilio

SHEET C19 OF 21

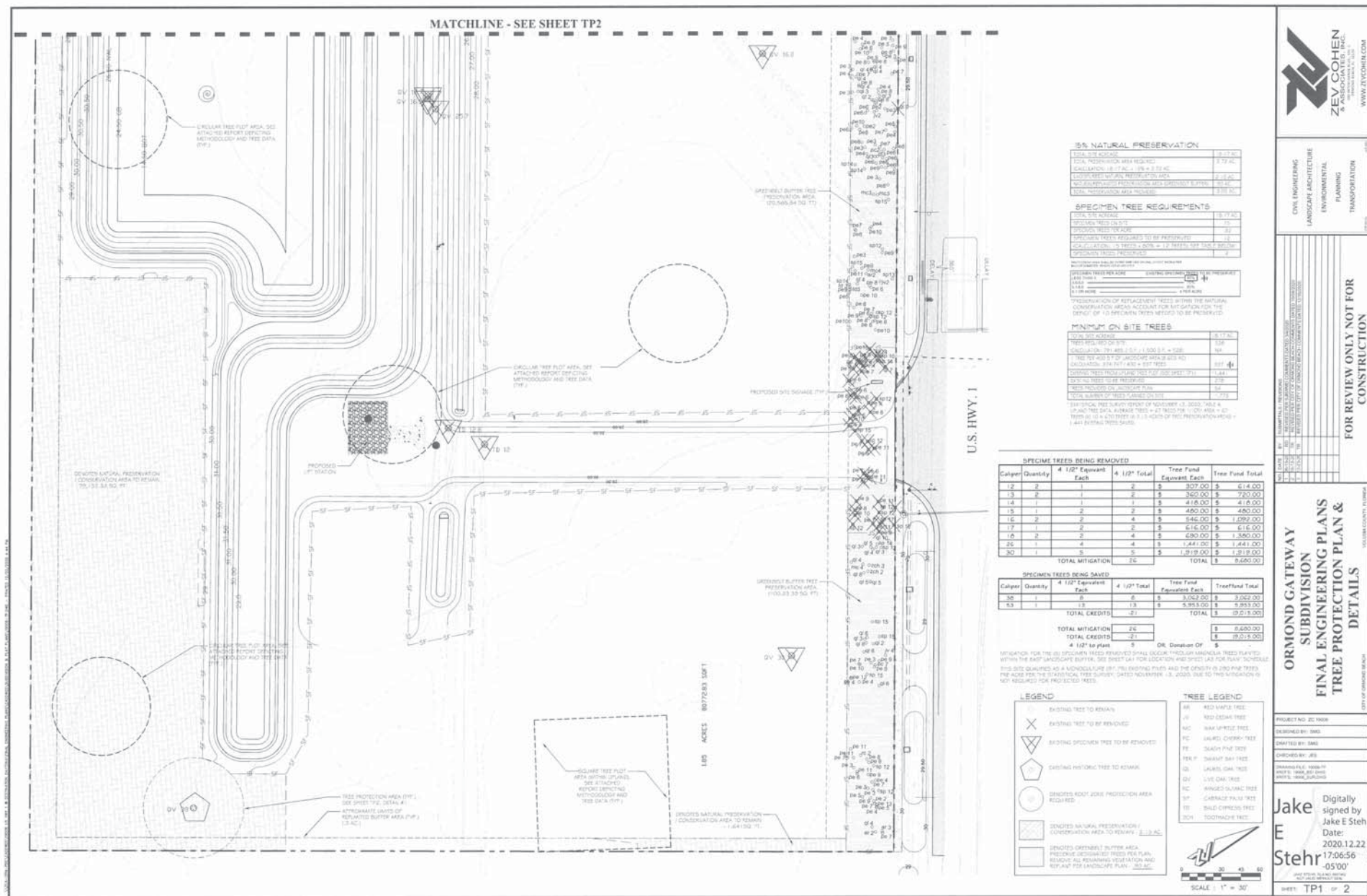


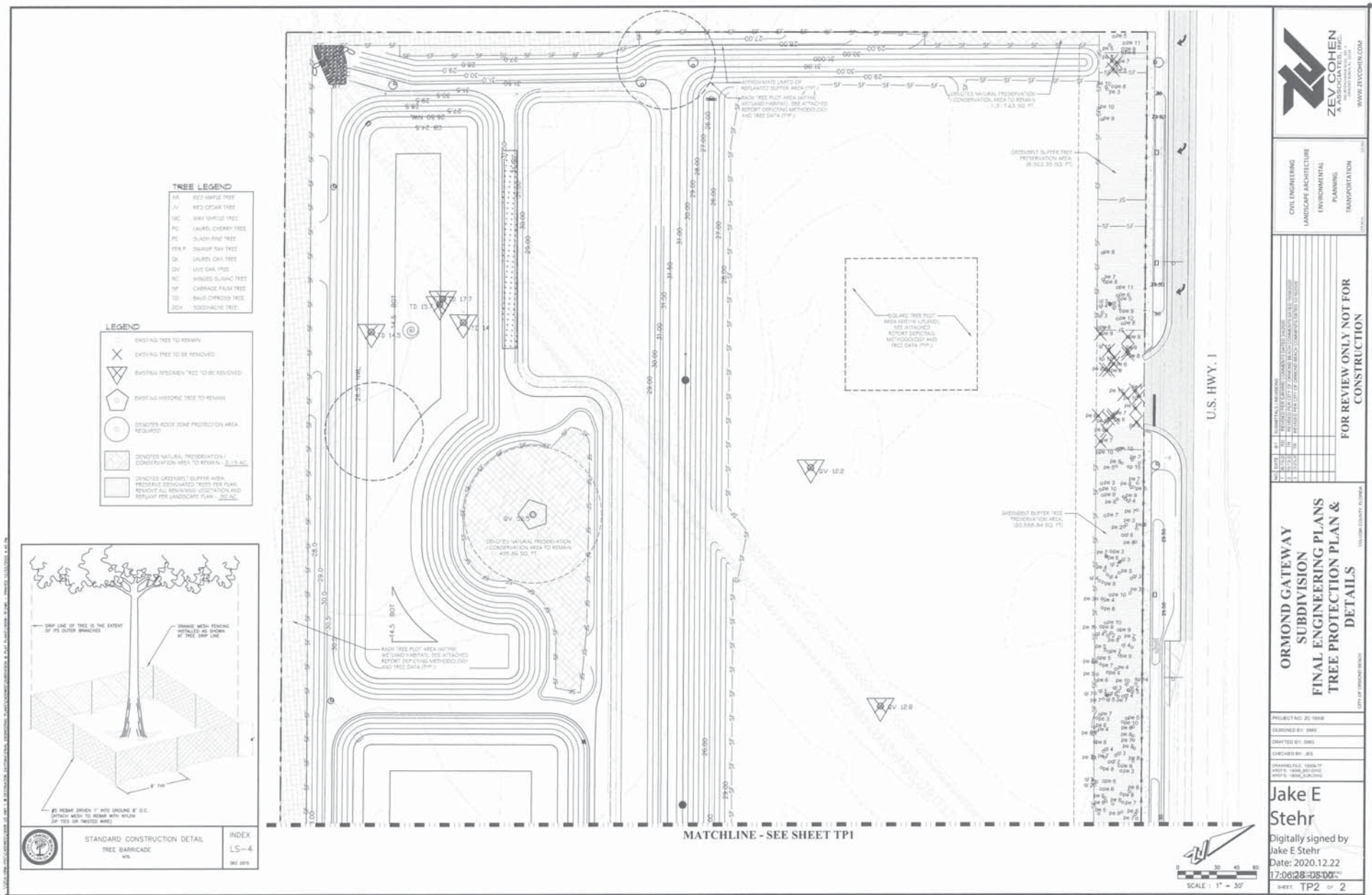


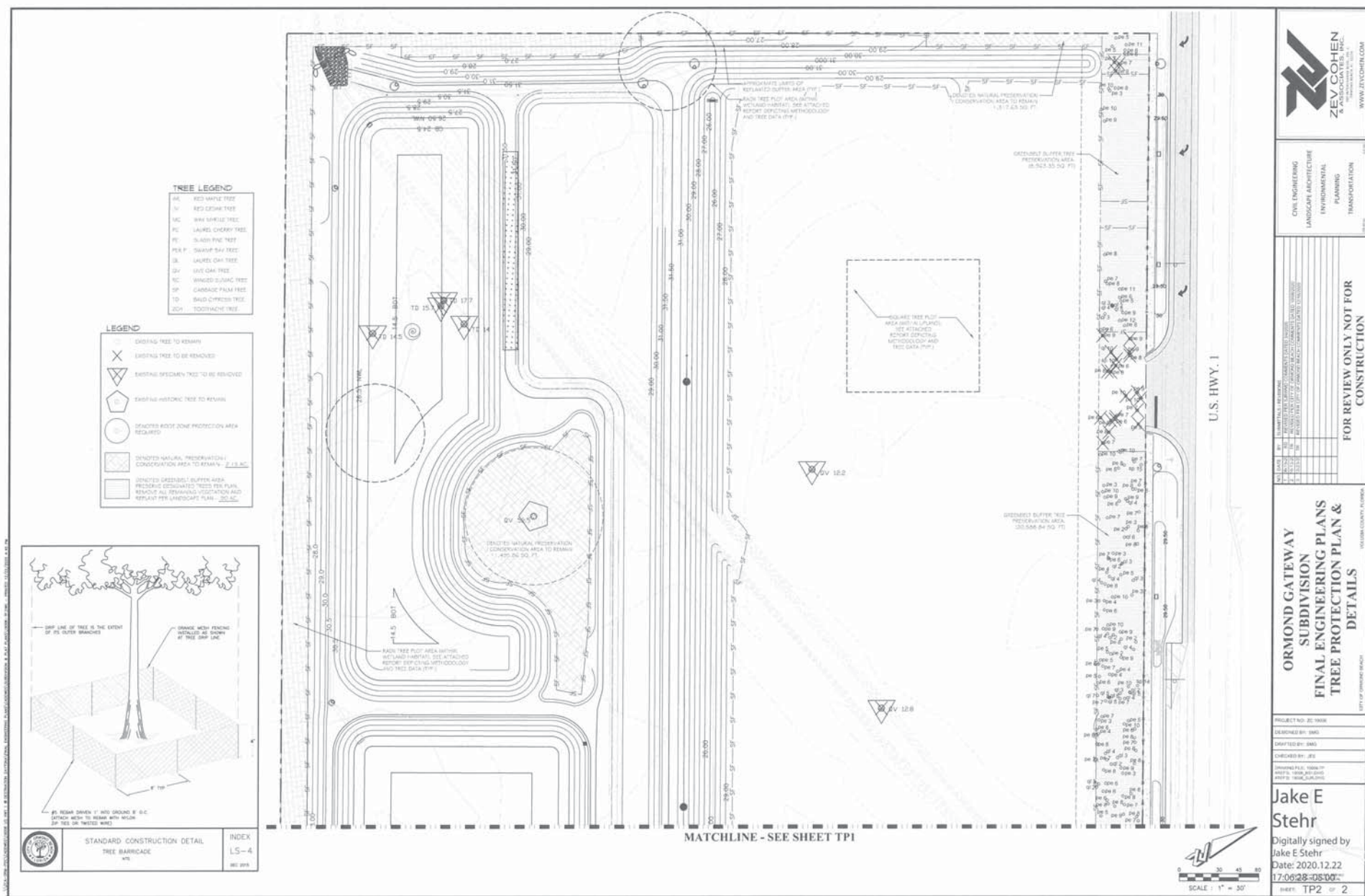
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2. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS. IRRIGATION PLAN SHALL BE PROVIDED UPON SUBMITTAL WITH PLAN APPROVAL.

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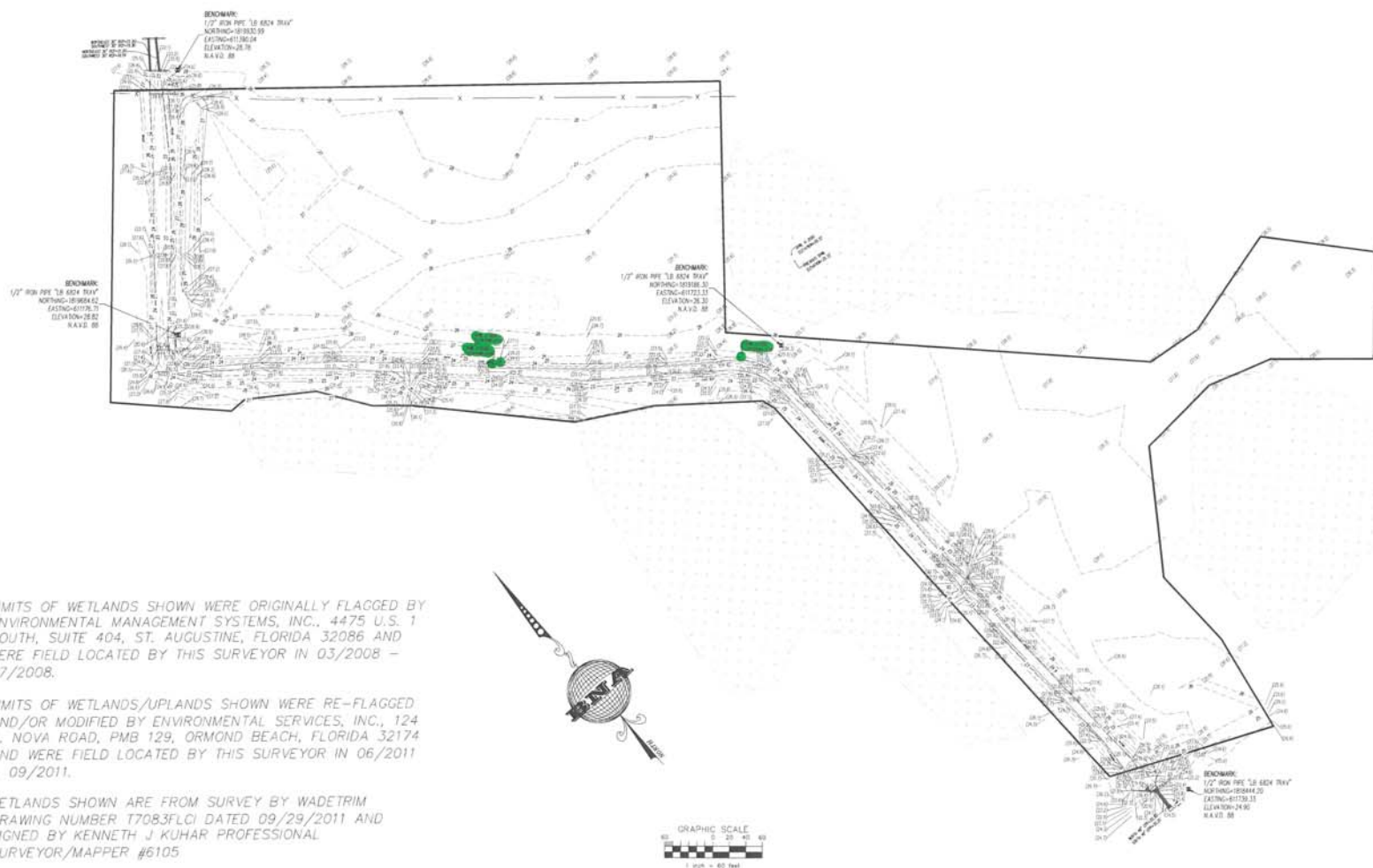






MAP SHOWING TOPOGRAPHY SURVEY OF:

A PORTION OF SECTION 26 & 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
VOLUSIA COUNTY, FLORIDA.



LIMITS OF WETLANDS SHOWN WERE ORIGINALLY FLAGGED BY ENVIRONMENTAL MANAGEMENT SYSTEMS, INC., 4475 U.S. 1 SOUTH, SUITE 404, ST. AUGUSTINE, FLORIDA 32086 AND WERE FIELD LOCATED BY THIS SURVEYOR IN 03/2008 - 07/2008.

LIMITS OF WETLANDS/UPLANDS SHOWN WERE RE-FLAGGED AND/OR MODIFIED BY ENVIRONMENTAL SERVICES, INC., 124 N. NOVA ROAD, PMB 129, ORMOND BEACH, FLORIDA 32174 AND WERE FIELD LOCATED BY THIS SURVEYOR IN 06/2011 - 09/2011.

WETLANDS SHOWN ARE FROM SURVEY BY WADETRIM DRAWING NUMBER T7083FLCI DATED 09/29/2011 AND SIGNED BY KENNETH J KUJAR PROFESSIONAL SURVEYOR/MAPPER #6105



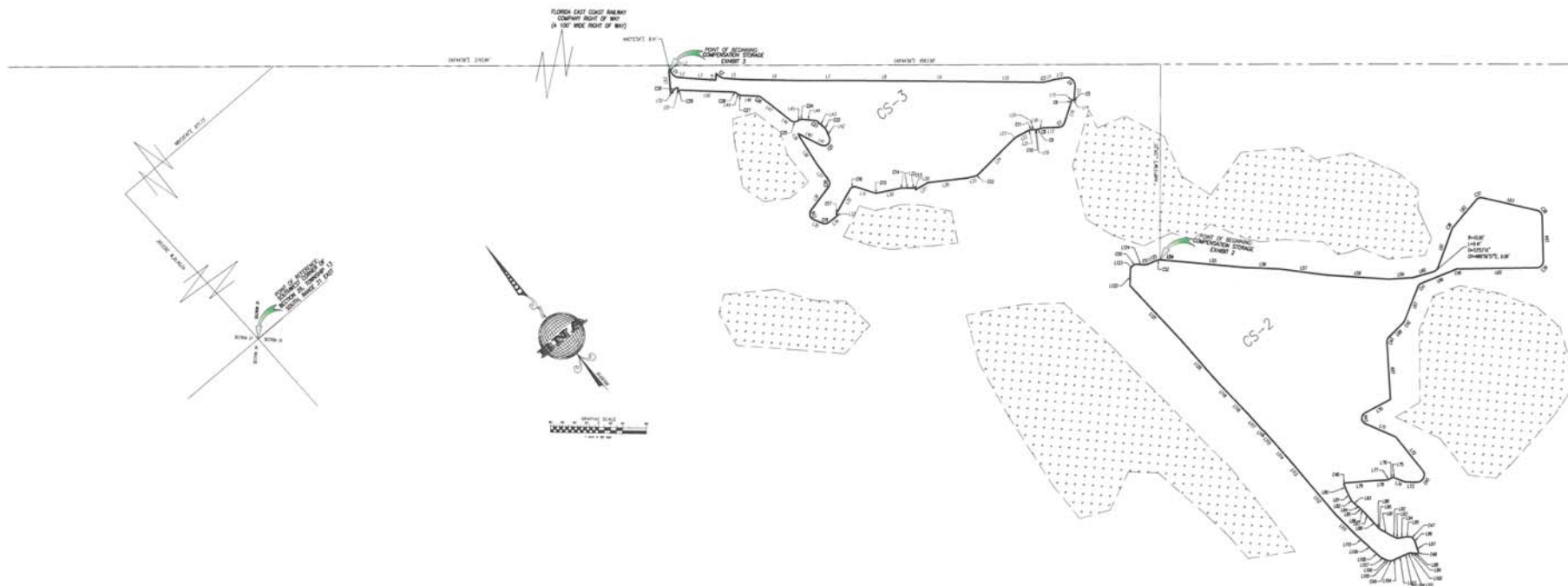
TABLE OF ABBREVIATIONS

●	SET 1/2" IRON PIPE LB 6524
●	FOUND IRON PIPE OR ROD AS NOTED
R/W	RIGHT OF WAY
++	ENCLOSURE
○	SEWER MANHOLE
○	ELECTRIC MANHOLE
○	CRANE SHIP
○	CONCRETE POWER POLE
○	UTILITY POLE
○	SELF ANDOVER
○	OVERHEAD ELECTRIC
○	SEWER CLEAN OUT
○	ENCE AS NOTED
○	LIGHT POLE
●	BOLLARD
○	WATER METER
○	WATER VALVE
○	BOX

PROJECT NUMBER 600-031	SURVEY NOTES: 1. ALL CORNER MARKS SHOWN HEREIN ARE RECORDED IN THE COUNTY CLERK'S OFFICE WITH METRIC DATA. 2. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 52-17.001 & 52-17.002, F.S. 3. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 52-17.001 & 52-17.002, F.S. 4. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 52-17.001 & 52-17.002, F.S. 5. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 52-17.001 & 52-17.002, F.S. 6. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 52-17.001 & 52-17.002, F.S. 7. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 52-17.001 & 52-17.002, F.S. 8. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 52-17.001 & 52-17.002, F.S. 9. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 52-17.001 & 52-17.002, F.S. 10. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 52-17.001 & 52-17.002, F.S.	THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 52-17.001 & 52-17.002, F.S.	CERTIFIED TO: ZEV COHEN & ASSOCIATES, INC.	DRAWN BY: A.D.B. & T.C.H. CHECKED BY: A.D.B. FIELD BOOK PAGE(S): 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 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2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215,
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MAP SHOWING SKETCH AND DESCRIPTION:

A PORTION OF SECTION 26 & 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST
VOLUSIA COUNTY, FLORIDA



FOR INFORMATIONAL PURPOSES ONLY, FOR YOUR REVIEW

TABLE OF ABBREVIATIONS	
● - SET 1/2" IRON PIPE, IR DATA	⊕ - OVERHEAD ELECTRIC
● - FOUND IRON PIPE OR IR AS NOTED	☐ - SINKY CLEAN OUT
● - FOUND 4" AC CONCRETE W/ARMATURE, IR ISSUE, UNLESS OTHERWISE NOTED	⊖ - FENCE AS NOTED
R/W - RIGHT OF WAY	● - LIGHT POLE
⊖ - ENCROACHMENT	● - BILLBOARD
⊖ - SINKY MANHOLE	● - MANHOLE PAINTING
⊖ - ELECTRIC MANHOLE	☒ - WATER TOWER
⊖ - DRAINAGE	☒ - WATER VALVE
⊖ - CONCRETE POWER POLE	☒ - SIGN
⊖ - UTILITY POLE	⊖ - UNDERGROUND IRRIGATION LINE
⊖ - SET MANHOLE	⊖ - UNDERGROUND AC-USE WATER LINE

PROJECT NUMBER 600-031	GENERAL NOTES: 1. BASES OF BEARING AND POINT OF REFERENCE TIES WERE AS SHOWN BY AERODOM DRAWING REFERENCE NO. 7045-P40-51, DATED 11/16/2010 SHOWING THE WEST LINE OF SECTION 26 AS BEING A 0.712127' E. S&D INFORMATION PROVIDED BY CLIENT. 2. THIS IS NOT A SURVEY AND IS ONLY A SKETCH AND DESCRIPTION TO DEMONSTRATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY. 3. UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED EXCEPT WHERE VISIBLE SURFACE EVIDENCE EXISTS. 4. NOT AUTHORIZED FOR EASEMENTS, NO ABSTRACTS OF TITLE FURNISHED.	THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPING TECHNICIANS TO CHAPTERS 34-117.01 & 34-117.02 F.A.C.	CERTIFIED TO: XXXXXXXXXX	DRAWN BY: A.D.B. & T.C.H. CHECKED BY: A.D.B. FIELD BOOK/PAGE(S): XXX/XX	BRADSHAW-NILES & ASSOCIATES, INC. SURVEYING AND MAPPING CONSULTANTS LICENSED BUSINESS NO. 6824 130 BUSINESS PARK CIRCLE, SUITE #10 ST. AUGUSTINE, FLORIDA 32057 (904) 828-2891 FAX (904) 828-2070
DATE: 09-21-2020	DATE OF SURVEY: 09-21-2020			REV. DATE BY CHK. DESCRIPTION	
SCALE: 1"=80'	DATE OF DISCUSSION:				
DRAWING NO.: S&D SHEET NO. 2/2		ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257	THIS SURVEY IS CERTIFIED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON AND IS NOT VALID WITHOUT THE SIGNATURE OF THE SURVEYOR AND THE PARTICIPATING SURVEYORS AND MAPPING TECHNICIANS OF FLORESA CONSULTANTS.		



WETLAND JURISDICTIONAL LINES WERE FLAGGED BY ENVIRONMENTAL MANAGEMENT SYSTEMS, INC. AND SURVEYED BY WADSWORTH COMPANY DATED 09/29/2011.



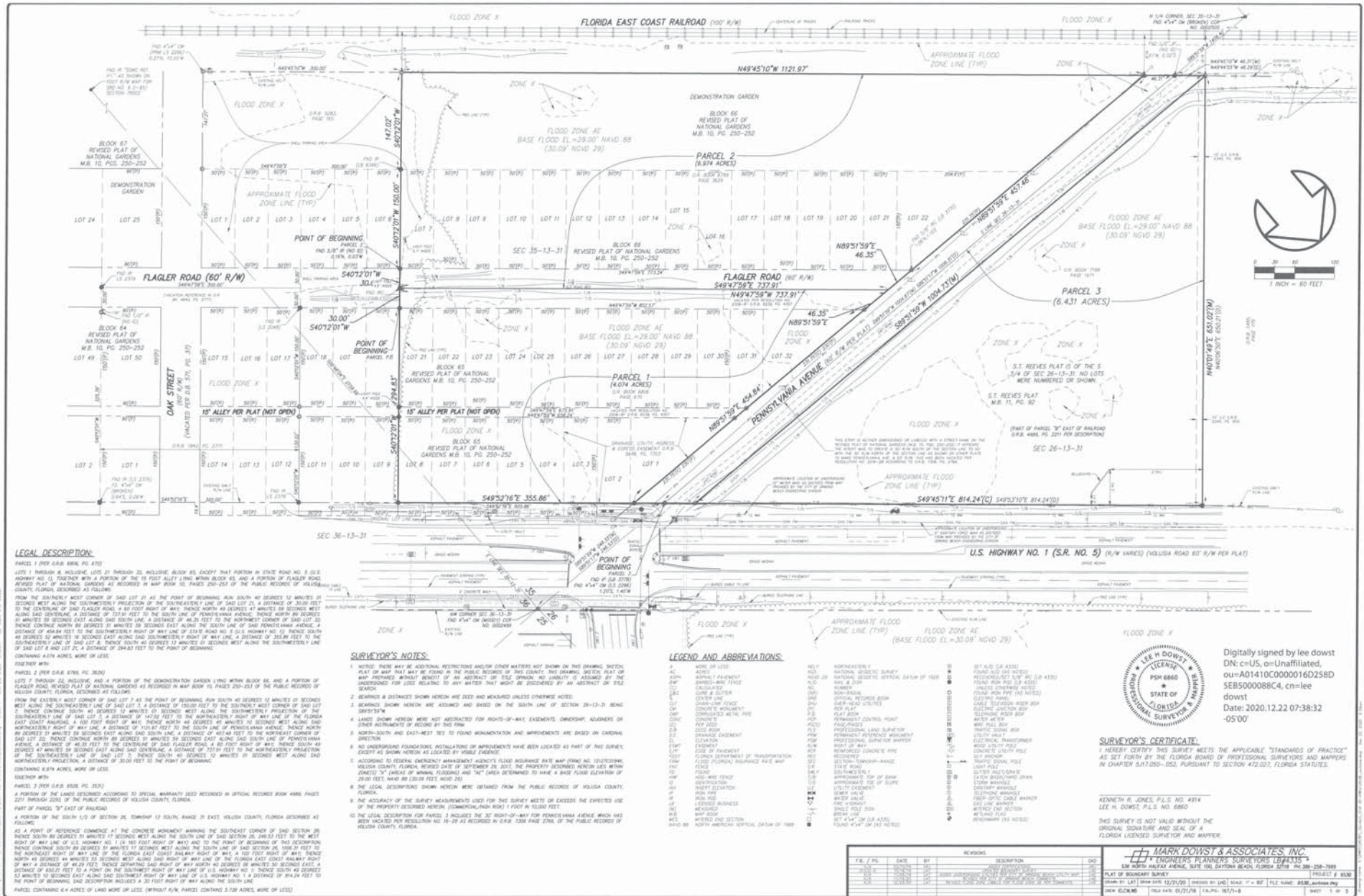
**ZEVE COHEN
& ASSOCIATES, INC.**
100 EAST WILSON BLVD., 17th F.
CHICAGO, IL 60601, U.S.A.

CIVIL ENGINEERING
SCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

**ORMOND GATEWAY
SUBDIVISION
FINAL ENGINEERING PLANS
OFF-SITE COMPENSATING
STORAGE EXHIBIT**

PROJECT NO: 201908
DESIGNED BY: IM
DRAFTED BY: CUMD
CHECKED BY: NED
DRAWING FILE: 1908-GCSE-001
DATE: 1908-08-07 17:21:21
DATE: 1908-08-07 17:21:21

EXH1 of 1



LEGAL DESCRIPTION:

PARCEL 1 (PER G.A.R. BOOK PG. 432)
LOTS 1 THROUGH 22, INCLUSIVE, AND A PORTION OF THE DEMONSTRATION GARDEN LOTS WITHIN BLOCK 66, EXCEPT THAT PORTION IN STATE ROAD NO. 1 & U.S. HIGHWAY NO. 1, TOGETHER WITH A PORTION OF THE 15 FOOT ALLEY LING WITHIN BLOCK 66, AND A PORTION OF FLAGLER ROAD REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FROM THE SOUTHERLY MOST CORNER OF SAID LOT 21 AS THE POINT OF BEGINNING, RUN SOUTH 40 DEGREES 45 MINUTES 30 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 21, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY MOST CORNER OF SAID LOT 21, THENCE CONTINUE SOUTH 40 DEGREES 45 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 46.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 21, THENCE CONTINUE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID PENNSILVANIA AVENUE, A DISTANCE OF 40.84 FEET TO THE SOUTHERLY CORNER OF WAY LINE OF STATE ROAD NO. 1 (U.S. HIGHWAY NO. 1), THENCE SOUTH 40 DEGREES 45 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY CORNER OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 1 AND LOT 2, A DISTANCE OF 29.40 FEET TO THE POINT OF BEGINNING.
CONTAINING 4.076 ACRES, MORE OR LESS.
TOGETHER WITH:
PARCEL 2 (PER G.A.R. BOOK PG. 382)
LOTS 7 THROUGH 22, INCLUSIVE, AND A PORTION OF THE DEMONSTRATION GARDEN LOTS WITHIN BLOCK 66, AND A PORTION OF FLAGLER ROAD REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FROM THE SOUTHERLY MOST CORNER OF SAID LOT 21 AS THE POINT OF BEGINNING, RUN SOUTH 40 DEGREES 45 MINUTES 30 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 21, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY MOST CORNER OF SAID LOT 21, THENCE CONTINUE SOUTH 40 DEGREES 45 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 46.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 21, THENCE CONTINUE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID PENNSILVANIA AVENUE, A DISTANCE OF 40.84 FEET TO THE SOUTHERLY CORNER OF WAY LINE OF STATE ROAD NO. 1 (U.S. HIGHWAY NO. 1), THENCE SOUTH 40 DEGREES 45 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY CORNER OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 1 AND LOT 2, A DISTANCE OF 29.40 FEET TO THE POINT OF BEGINNING.
CONTAINING 4.076 ACRES, MORE OR LESS.
TOGETHER WITH:
PARCEL 3 (PER G.A.R. BOOK PG. 382)
A PORTION OF THE LANDS DESCRIBED ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4886, PAGES 2071 THROUGH 2076 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
PART OF PARCEL 70 EAST OF RAILROAD
A PORTION OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE COMMENCE AT THE CORNER MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 26, THENCE SOUTH 89 DEGREES 51 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 29.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 26, 46.35 FEET TO THE NORTHWEST CORNER OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, THENCE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG SAID NORTHWEST CORNER OF WAY LINE, A DISTANCE OF 100 FEET TO THE SOUTHERLY CORNER OF WAY LINE OF SAID SECTION 26, THENCE SOUTH 40 DEGREES 45 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY CORNER OF WAY LINE OF SAID SECTION 26, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 1 AND LOT 2, A DISTANCE OF 29.40 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINING 6.4 ACRES OF LAND MORE OR LESS (WITHOUT A/R, PARCEL CONTAINING 5.138 ACRES, MORE OR LESS)

SURVEYOR'S NOTES:

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING. SUCH RESTRICTIONS OR MATTERS MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THE DRAWING, SUCH AS IT IS, IS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OR TITLE OPINION. NO LIABILITY IS ASSUMED BY THE SURVEYOR FOR LOSS OR DAMAGE TO ANY PARTY ARISING FROM ANY ERROR OR OMISSION IN THIS SURVEY.
2. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 26-13-31 BEING 30.00 FEET.
3. BEARINGS SHOWN HEREON ARE ASSIGNED AND BASED ON THE SOUTH LINE OF SECTION 26-13-31 BEING 30.00 FEET.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, ENCUMBRANCES, OR OTHER MATTERS OF RECORD BY THIS FIRM.
5. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CURRENT SURVEY DATA.
6. NO UNDERGROUND FOUNDATIONS, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AT PART OF THIS SURVEY, EXCEPT AS SHOWN HEREON AS LOCATED BY VISUAL EVIDENCE.
7. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP (FIRM) NO. 12202R001A, VOLUSIA COUNTY, FLORIDA, REVISED DATE OF SEPTEMBER 20, 2012, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONED "X" (AREAS OF MINIMAL FLOODING) AND "AE" (AREAS DETERMINED TO HAVE A BASE FLOOD ELEVATION OF 29.00 FEET) AND AN AVERAGE FLOOD ELEVATION OF 29.00 FEET.
8. THE LEGAL ACCORDING TO SAID HEREON WERE OBTAINED FROM THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
9. THE ASSURANCE OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON (DOMESTIC/INDUSTRIAL) 1 FOOT IN 10,000 FEET.
10. THE LEGAL DESCRIPTION FOR PARCEL 3 INCLUDES THE 31 NORTH-OF-WAY FOR PENNSILVANIA AVENUE, WHICH HAS BEEN LOCATED BY REVISION NO. 10-10-10 OF THE 100' R/W PLAT OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGEND AND ABBREVIATIONS:

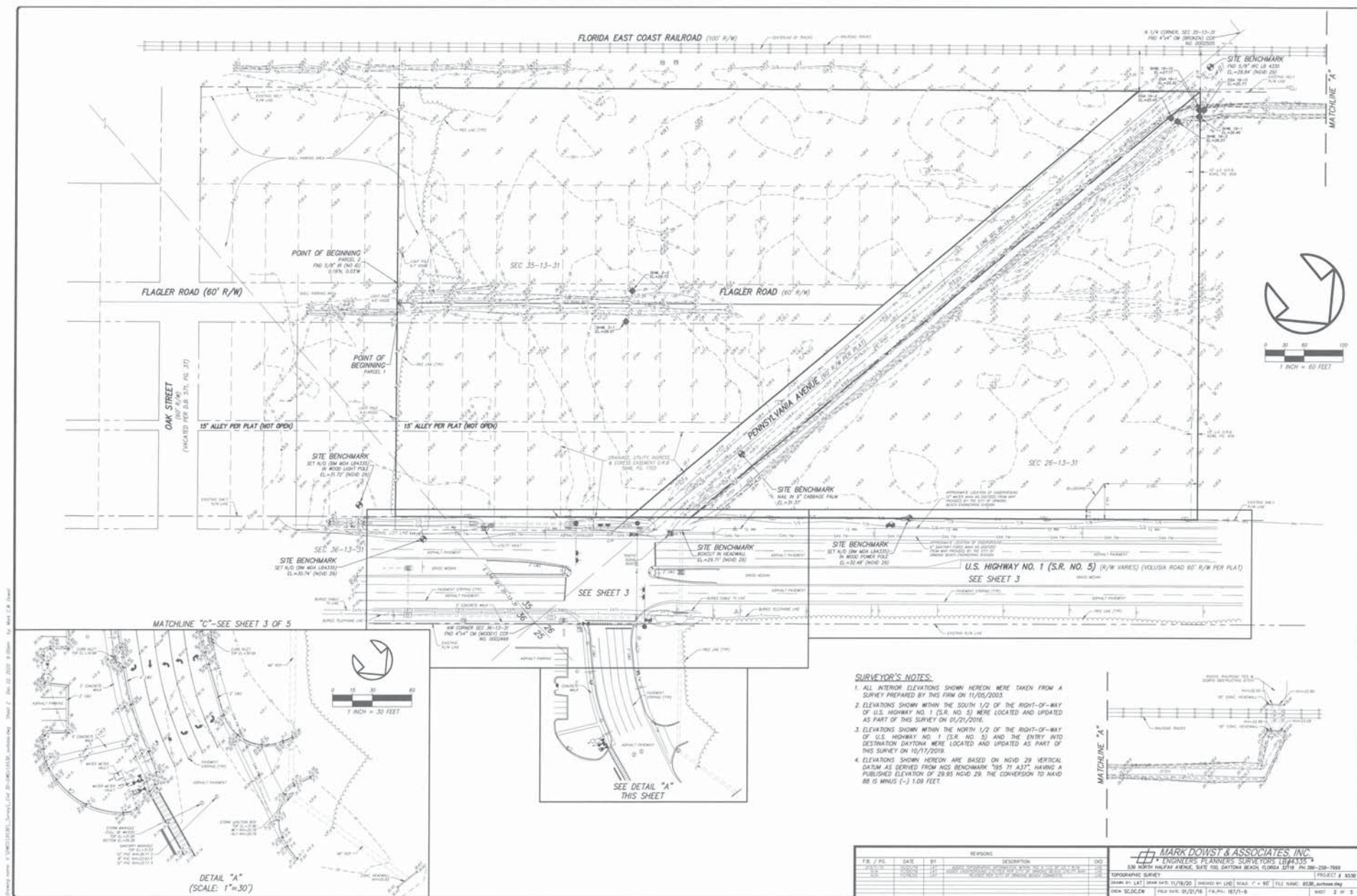
LEGEND AND ABBREVIATIONS:
A: ALLEY
A/R: ALLEY RIGHT-OF-WAY
B: BOUNDARY
C: CORNER
D: DITCH
E: EASEMENT
F: FENCE
G: GROUND
H: HIGHWAY
I: INTERSECTION
J: JUNCTION
K: KUT
L: LOT
M: MOUND
N: NORTH
O: OAK
P: PLANT
Q: QUARTER
R: ROAD
S: SECTION
T: TIE
U: UTILITY
V: VALLEY
W: WAY
X: FLOOD ZONE X
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SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 120.001-004, PURSUANT TO SECTION 472.02, FLORIDA STATUTES.
KENNETH R. JONES, P.L.S. NO. 4314
LEE H. DOWSE, P.L.S. NO. 6860
THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

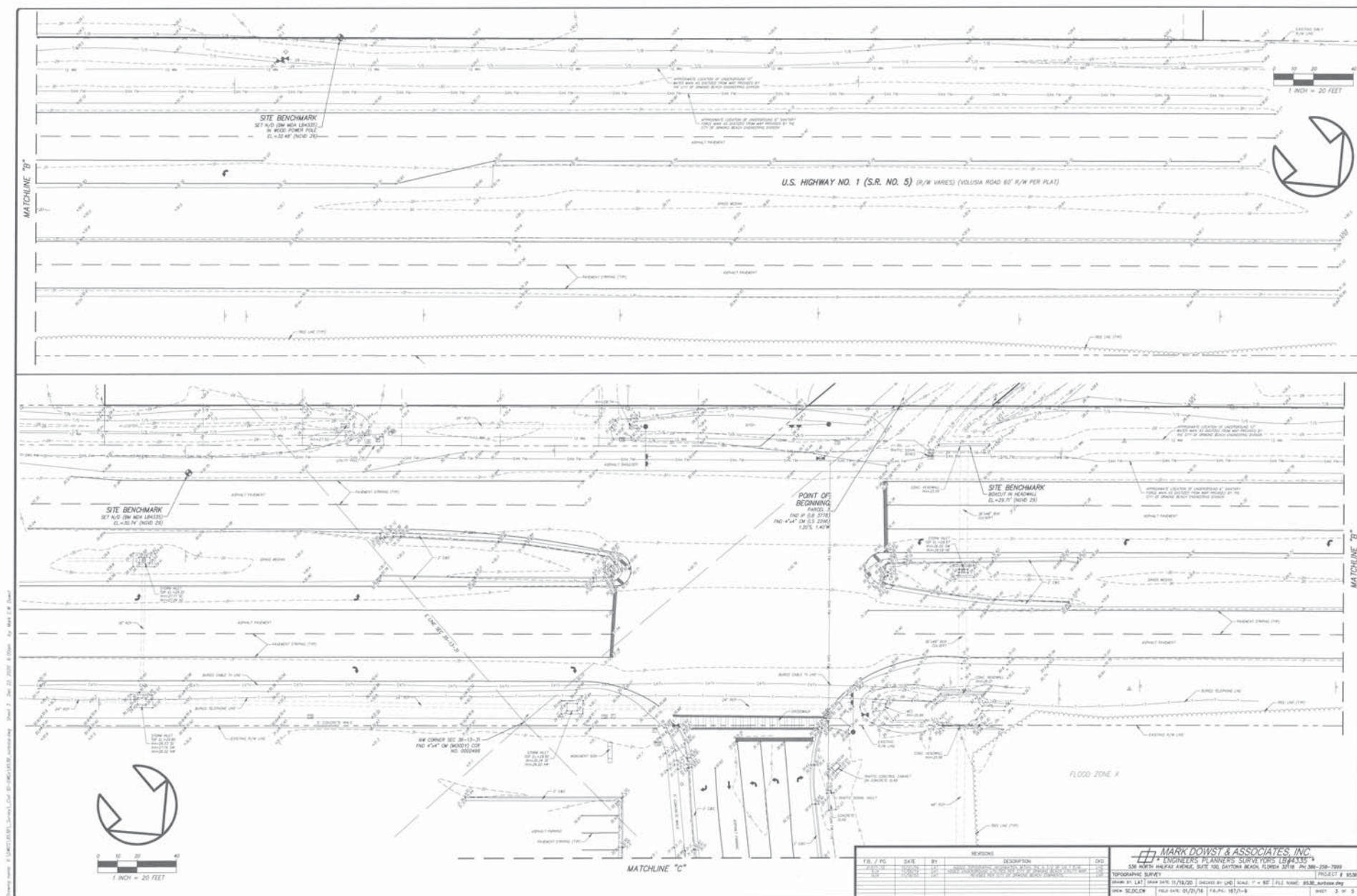
MARK DOWSE & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS DEPARTMENTS
538 NORTH HAVEN AVENUE, SUITE 100, EASTERN BEACH, FLORIDA 33424
TEL: 561-966-1111 FAX: 561-966-1112
WWW.MARKDOWSE.COM
PROJECT # 2508
DATE: 12/12/2020
DRAWN BY: [NAME] CHECKED BY: [NAME] IN CHARGE: [NAME]
SCALE: AS SHOWN
SHEET: 1 OF 3

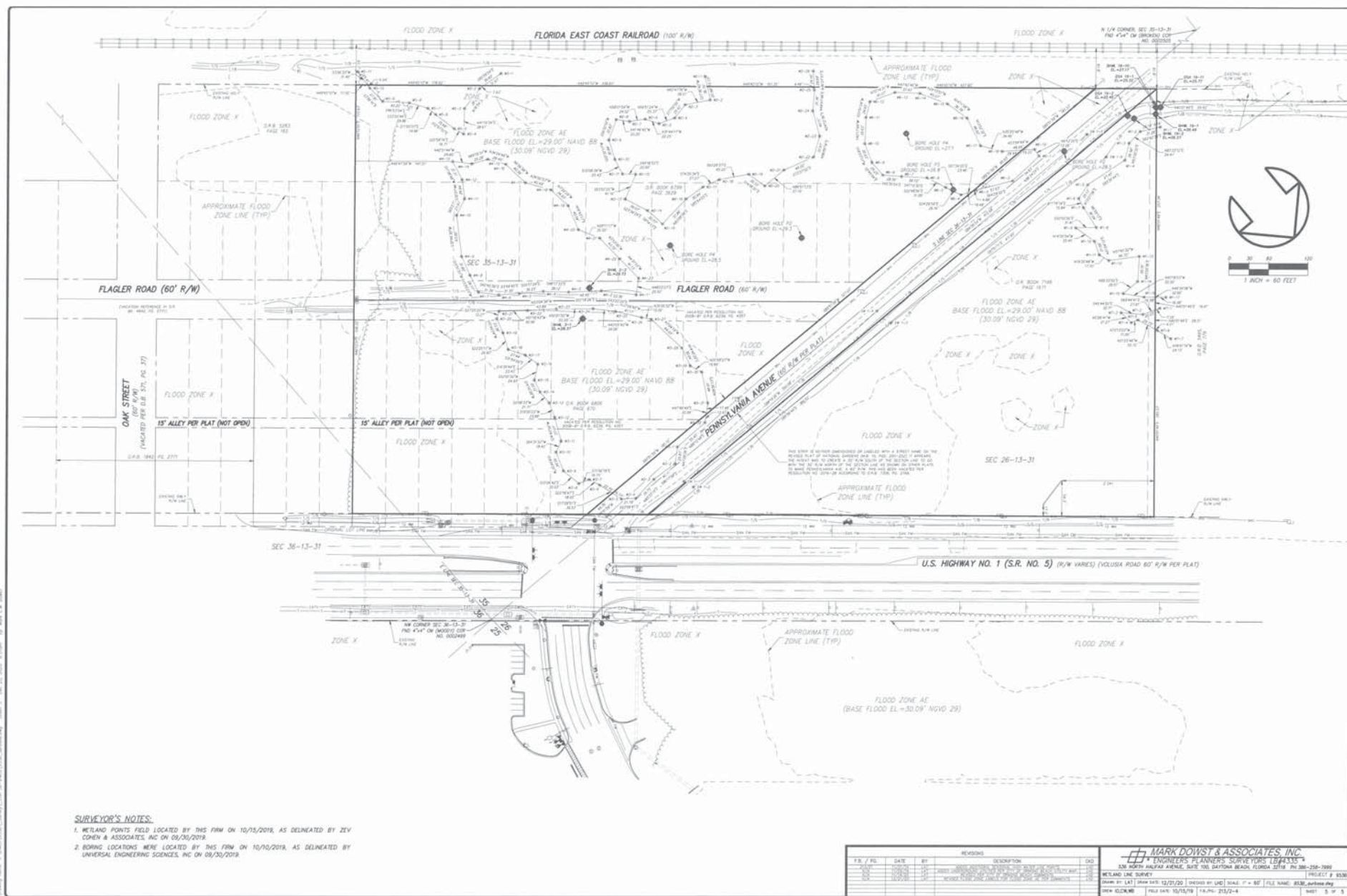


- SURVEYOR'S NOTES:**
1. ALL INTERIOR ELEVATIONS SHOWN HEREON WERE TAKEN FROM A SURVEY PREPARED BY THIS FIRM ON 11/05/2003.
 2. ELEVATIONS SHOWN WITHIN THE SOUTH 1/2 OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) WERE LOCATED AND UPDATED AS PART OF THIS SURVEY ON 01/21/2016.
 3. ELEVATIONS SHOWN WITHIN THE NORTH 1/2 OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) AND THE ENTRY INTO DESTINATION DAYTONA WERE LOCATED AND UPDATED AS PART OF THIS SURVEY ON 10/17/2019.
 4. ELEVATIONS SHOWN HEREON ARE BASED ON NGVD 29 VERTICAL DATUM AS DERIVED FROM NOS BENCHMARK "TOS 71 A37" HAVING A PUBLISHED ELEVATION OF 29.45 NGVD 29. THE CONVERSION TO NAVD 88 IS MINUS (-) 1.09 FEET.

REV.	DATE	BY	REVISION	DESCRIPTION	CHKD.
1	01/21/2016	JD	1	ADDED ELEVATIONS TO THE SOUTH 1/2 OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) WERE LOCATED AND UPDATED AS PART OF THIS SURVEY ON 01/21/2016.	JD
2	10/17/2019	JD	2	ADDED ELEVATIONS TO THE NORTH 1/2 OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) AND THE ENTRY INTO DESTINATION DAYTONA WERE LOCATED AND UPDATED AS PART OF THIS SURVEY ON 10/17/2019.	JD

MARK DOWST & ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS 100 NORTH HAVANA AVENUE, SUITE 100 DAYTONA BEACH, FLORIDA 32118 PH 386-258-7888	
DRAWN BY: LAT CHECKED BY: SCJ DATE: 01/21/2016	DESIGNED BY: LND DATE: 01/21/2016
PROJECT: 16-001 SHEET: 2 OF 5	





DRAFT
Planning Board minutes
Ormond Gateway
Preliminary Plat

IX. PUBLIC HEARINGS

A. PP 2020-091 – Ormond Gateway Preliminary Plat

Mr. Steven Spraker, Planning Director, explained the request for a preliminary plat, subdivision of land for Ormond Gateway. There is no site plan or development approval associated with it. He continued that the task before the Planning Board is to ensure that it meets the minimum lot sizes for the B-7 zoning district. Mr. Spraker noted that the site is located at 1662 and 1670 N. U.S. Highway 1. The parcel is approximately 18.17 acres. The property comprises of three (3) separate parcels and a former right-of-way that was vacated by the city. He added that there is a drainage ditch in the general area that would be relocated around the property. Mr. Spraker noted that it is a combination of land that will have a master site design. The preliminary plat is a three (3) lot subdivision and all of the lots exceed the B-7 zoning district. There will be a common drive aisle to serve all of the lots, as well as two (2) access points with deceleration lanes and a traffic signal at Destination Daytona.

Mr. Spraker commented that the property is required to provide 15 percent of the site area for natural preservation. He displayed overhead a slide of the two (2) historic trees that are being saved. He continued that the property provides both a compensating storage pond and a stormwater pond. As individual parcels are developed they will go through the Site Plan Review Committee (SPRC) process. Mr. Spraker explained that if it is a use that requires a public hearing, it will come before the Planning Board and City Commission. It was indicated the uses that would be allowable uses in the B-7 district include retail, a convenience gas store and restaurants. Mr. Spraker stated that if approved they would do the infrastructure improvements including the utility connections, enhancing the greenbelt, and the stormwater and compensating storage ponds. Mr. Spraker concluded that staff recommends approval of the preliminary plat as it complies with the B-7 zoning district and would be heard at the tentative City Commission meeting date of February 16, 2021.

Mr. Briley asked if the stormwater areas are wet or dry retention. Mr. Spraker explained which one is wet and one is dry retention shown on the PowerPoint slide overhead. There is offsite compensating storage on the other side of the railroad tracks to ensure they have the volume that they need.

Chairman Thomas invited the applicant up to speak.

Mr. Luke Kilic, Zev Cohen and Associates, 300 Interchange Boulevard, representative of the land owner, advised the Board that he is able to take any questions that the Board may have. Ms. Tolland asked about the green area displayed overhead on the property and if there will be any green in the front. Mr. Kilic answered that 16.3 percent of the entire site is tree preservation. All of the trees in the front along U.S. Highway 1 are being recognized as the greenbelt buffer. The rest of the trees will be made up within the side buffers and in the back of the site. Any gaps will be filled in with new plants. Mr. Kilic explained that when each site plan comes in for each lot they will have their own landscaping plans internally. Ms. Tolland asked what the square footage of the greenbelt buffer is from the street to the building. Mr. Kilic answered that it is 36 feet in depth.

Mr. Scudiero asked Mr. Kilic what the plans are for the property. Mr. Kilic replied that different consultants will come in representing clients for each development and he envisions a restaurant, retail uses and a gas station.

Ms. Shull noted that the Board packet specified that the drainage ditch remains dry for most of the year but that it drained off water into the wetlands. Mr. Kilic answered that the drainage ditch on the site currently collects the runoff from the site within the undeveloped areas and picks up the drainage from across U.S. Highway 1. The entire ditch is being piped through the southern and eastern buffer of the property. Ms. Shull elaborated on the water issues on U.S. Highway 1. Mr. Kilic explained that everything will be internally collected within the area in the back once the sites are developed. He continued that they will create stormwater quality and quantity management which will fall to the southwest corner of the site and follow the existing drainage ditch and cross the railroad making its way to the Tomoka River.

Mr. Jorczak asked Mr. Spraker if the Florida Department of Transportation (FDOT) has to weigh in at all on the traffic issues since it is on U.S. Highway 1. He then asked about a plan going through for redevelopment of the interchange at U.S. Highway 1 and if it would have any impact on this development. Mr. Spraker replied that the FDOT reviewed the project and certain improvements were required, such as the deceleration lanes. As the individual sites come in they will do traffic studies. There is data analysis with the gas station already doing a traffic study. He added that the interchange is undergoing a planning, design, and engineering study. The development is too far away from the interchange to be affected by potential changes. Mr. Spraker concluded that this development has a signalized intersection that is far enough not to be impacted from the interchange analysis.

Mr. Briley motioned to approve PP 2020-091 – Ormond Gateway Preliminary Plat. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

Ms. Tolland expressed her concerns about the tree buffer as it is the gateway into Ormond Beach. She commented that she wants it developed aesthetically pleasing, keeping as much landscape as possible. She commented that this year her goal is to be more aware and conscientious about it.

Mr. Briley added that there is a greenbelt policy in the Land Development Code (LDC). Mr. Spraker agreed and stated that this site does not have some of the issues that other sites have had in terms of utilities, floodplain and drainage. They will be keeping the greenbelt buffer and enhancing it. The preliminary plat will leave the front primarily treed. As the individual sites come in they will pull their own clearing permits. Mr. Spraker concluded that there may be additional buffers beyond the greenbelt depending on how the sites lay out.

Mr. Galloway commented that he is pleased with the local developer's involvement as they understand what is desired there and heard that a Dunkin Donuts and RaceTrac gas station may go in. He expressed his concern with a tow yard in that area. Mr. Galloway hopes that this will clean some of the area up.

Mr. Scudiero shared his concern with the I-95 interchange area as well and thinks it is a great step in the right direction.

Chairman Thomas remarked that it is a lesson learned regarding allowing a couple of semi-trailers to park behind a building in the area, which was abused with now up to seven (7) semi-trailers parked. Mr. Spraker explained that code enforcement is

complaint driven and if need be he can reach out to Chris Mason if that is the desire of the Board. Mr. Galloway replied that the issue will take care of itself.

X. OTHER BUSINESS

Mr. Jorczak asked Mr. Spraker if there is any word on a cell tower for phone service for the business park going in. Mr. Spraker answered that there are no applications for one at this time. Mr. Jorczak asked if micro-antennas can be installed on the light poles there. Mr. Spraker replied that some private entities have started installing them in some places and that the Planning Department can start contacting telecommunication carriers and encourage them to do so. Mr. Jorczak commented that the park is still being built out and you cannot use your cell phone inside of the south side of the building.

Ms. Shull asked for an update on the traffic lights on Granada Boulevard. Mr. Spraker answered that he will get an update from Mr. Shawn Finley, Public Works Director.

XI. MEMBER COMMENTS

Mr. Scudiero commented that there are no changes on the Board and that he is looking forward to the next two years. He asked about the Tomoka Oaks golf course and the rumors about what will happen with it. Mr. Spraker replied that there are no pending applications or concept plans for it. The Tomoka Oaks golf course has an expired Planned Development. They went through and negotiated their zoning district and did not build it in the allowable timeframe. They have a future land use of Low-Density Residential which allows 4.3 units per acre. The zoning designation just expired, therefore they can go back to the R-2 zoning district and build lots 100 feet by 100 feet, or go through the process of amending the planned development order. Mr. Spraker added that there is one (1) interested party that spoke with the Homeowners' Association (HOA). They would have to go through a neighborhood meeting, notify everyone within 600 feet, advertise and come to the Planning Board for review and a recommendation to the City Commission. It would go through two (2) City Commission hearings where they would receive a final action. Mr. Spraker remarked that anyone expressing interest has been urged to reach out to the HOA. An e-mail list has been comprised of those that have expressed interest in the project and they will be contacted when hearings and actions come up. The information is also advertised on the City of Ormond Beach website.

Chairman Thomas stated that he lives in Tomoka Oaks and knew people interested in purchasing the golf course to develop it. He continued that golf courses are no longer viable with the expenses. He added that he overheard that the last interested party planned to put condominium-style townhouses in with three residential estate lots. Chairman Thomas commented that he would be interested in appeasing the homeowners and leave the holes that are abutted up against the homes on the fairways and greens on the outer perimeter as a buffer to keep the Tomoka Oaks residents happy and do infill with the individual lots. Chairman Thomas continued that it would be an idea to have the HOA find someone interested in being involved with nine (9) holes similar to the Oceans Condominiums par 3s in Daytona Beach Shores, but leave the existing footprint. He suggested charging those homeowners \$50.00 to \$100.00 per month to use the nine (9) holes turning it into something similar.