



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
April 20, 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. **AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
5. **APPROVAL OF MINUTES**

A. Minutes from City Commission meeting – April 6, 2021

6. **CONSENT AGENDA**

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

- A. **RESOLUTION NO. 2021-72:** 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 TONI MANSFIELD ET AL, LOCATED AT 732 ORCHARD AVENUE, 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. 2021-73:** A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF A SPECIAL MAGISTRATE ADMINISTRATIVE FINE/LIEN FOR CODE VIOLATION ON PROPERTY LOCATED AT 197 S. ORCHARD STREET, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA; AND SETTING FORTH AN EFFECTIVE DATE

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

- C. **RESOLUTION NO. 2021-74:** A RESOLUTION APPROVING THE APPLICATION OF CAVALIER AVIATION, INC TO PROVIDE SERVICES AS A CATEGORY FOUR FIXED BASE OPERATOR AT THE ORMOND BEACH MUNICIPAL AIRPORT; ESTABLISHING CONDITIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2021-75:** A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY AND THE FEDERAL AVIATION ADMINISTRATION OFFERED UNDER THE AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2021-76:** A RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH THREE FIRMS FOR THE PROVISION OF BRASS FITTINGS ON AN AS-NEEDED BASIS FOR UTILITY PROJECTS, UNDER ITB 2021-11; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **2021 Floodplain Management Plan Annual Progress Report**

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

Disposition: Approve as recommended in the City Manager memorandum dated April 20, 2021.

7. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2021-11:** AN ORDINANCE VACATING A PORTION OF FLAGLER ROAD, ABUTTING 1480 NORTH U.S. HIGHWAY 1; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- B. **ORDINANCE NO. 2021-12:** AN ORDINANCE VACATING TWO (2) UN-NAMED ALLEYS LYING BETWEEN LOT(S) 1-30, BLOCK 59, NATIONAL GARDENS SUBDIVISION, WITHIN THE PROPERTY AT 1480 NORTH U.S. HIGHWAY 1; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- C. **ORDINANCE NO. 2021-16:** 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 A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 2.70-ACRES LOCATED AT 1480 NORTH U.S. HIGHWAY 1 FROM B-7 (HIGHWAY TOURIST COMMERCIAL) TO PBD (PLANNED BUSINESS DEVELOPMENT); AUTHORIZING REVISION OF THE 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)

- D. **ORDINANCE NO. 2021-17:** AN ORDINANCE APPROVING A PLANNED BUSINESS DEVELOPMENT TO BE KNOWN AS "ORMOND ACE HARDWARE" TO BE LOCATED AT 1480 NORTH U.S. HIGHWAY 1; AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER THEREFORE; AUTHORIZING THE CONSTRUCTION OF A TWO-STORY RETAIL USE BUILDING AND GARDEN CENTER; AUTHORIZING OUTDOOR ACTIVITY USE, REDUCTION OF SETBACKS, AND ASSOCIATED SITE IMPROVEMENTS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

8. **SECOND READING OF ORDINANCES**

- A. **ORDINANCE NO. 2021-13:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE I, GENERAL EMPLOYEES' PENSION PLAN, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-17, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

- B. **ORDINANCE NO. 2021-14:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE III, FIREFIGHTERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-44, CONTRIBUTIONS; AMENDING SECTION 16-45, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-46, PRE-RETIREMENT DEATH; AMENDING SECTION 16-55, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

- C. **ORDINANCE NO. 2021-15:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-76, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-86, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

9. **REPORTS, SUGGESTIONS, REQUESTS**

10. **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 April 20, 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/agendacomment. 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 April 20 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, April 19, 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 April 19, 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



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

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

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

April 6, 2021	7:00 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 Kate Settle.

A G E N D A

1.

CALL TO ORDER
2.

INVOCATION
3.

PLEDGE OF ALLEGIANCE
4.

PRESENTATIONS AND PROCLAMATIONS

A.

Jim Cameron

B.

National Crime Victims' Rights Week
5.

AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA
6.

APPROVAL OF MINUTES

A.

Minutes from City Commission meeting – March 16, 2021
7.

COMMUNITY REDEVELOPMENT AGENCY

A.

RESOLUTION NO. 2021-65: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE FIRST AMENDMENT TO THE CITY OF ORMOND BEACH BUILDING IMPROVEMENT GRANT PROGRAM GRANT AGREEMENT BETWEEN THE CITY/AGENCY AND HEJAHA, LLC TO EXTEND THE EXPIRATION DATE THEREOF TO MAY 17, 2022 TO THE AGREEMENT; AND SETTING FORTH AN EFFECTIVE DATE. (SEE ITEM 8A)

Staff Contact:

Steven Spraker, Planning Director (386-676-3341)

8.

CONSENT AGENDA

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

A.

RESOLUTION NO. 2021-65: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE FIRST AMENDMENT TO THE CITY OF ORMOND BEACH BUILDING IMPROVEMENT GRANT PROGRAM GRANT AGREEMENT BETWEEN THE CITY/AGENCY AND HEJAHA, LLC TO EXTEND THE EXPIRATION DATE THEREOF TO MAY 17, 2022 TO THE AGREEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact:

Steven Spraker, Planning Director (386-676-3341)

B.

RESOLUTION NO. 2021-66: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC SIDEWALK EASEMENT DEED OF TWO (2') FEET FROM 88 SOUTH ATLANTIC, LLC, TO PROVIDE A

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SIDEWALK EASEMENT FOR A PUBLIC SIDEWALK ALONG THE WESTERN PROPERTY LINE ABUTTING THE FLORENCE STREET RIGHT-OF-WAY ON PROPERTY LOCATED AT 88 SOUTH ATLANTIC AVENUE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2021-67:** A RESOLUTION AUTHORIZING THE EXTENSION OF TIME FOR BUSINESSES TO DISPLAY BANNER SIGNS ON A TEMPORARY BASIS WITHOUT PERMITTING REQUIREMENTS THROUGH AND INCLUDING JULY 1, 2021; ESTABLISHING CONDITIONS AND A TERMINATION DATE FOR SUCH DISPLAY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2021-68:** A RESOLUTION AUTHORIZING THE EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT BETWEEN THE CITY, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA EAST COAST RAILWAY; SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2021-69:** A RESOLUTION AUTHORIZING THE EXECUTION OF A RESERVATION AND SALES AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND LAKE SWAMP, LLC TO RESERVE AND PURCHASE WETLAND MITIGATION CREDITS FROM THE LAKE SWAMP MITIGATION BANK; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2021-70:** A RESOLUTION AUTHORIZING AN AMENDMENT TO THE EXISTING AGREEMENT WITH TYLER TECHNOLOGIES INC., REGARDING AN ENTERPRISE RESOURCE SYSTEM DOCUMENT MANAGEMENT PROGRAM, INCLUDING IMPLEMENTATION, HOSTING AND MAINTENANCE SERVICES; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

- G. **RESOLUTION NO. 2021-71:** A RESOLUTION AMENDING AN AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND BERRY, DUNN, MCNEIL & PARKER, LLC TO PROVIDE PROJECT MANAGEMENT SERVICES REGARDING IMPLEMENTATION BY TYLER TECHNOLOGIES OF AN ENTERPRISE RESOURCE SYSTEM; AUTHORIZING EXECUTION OF THE AMENDMENT OF THE EXISTING AGREEMENT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

- H. **Invitation to Bid - SONC Gym Expansion**

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

Disposition: Approve as recommended in the City Manager memorandum dated April 6, 2021.

I. Advertisement for Bids - Taxiways Bravo and Delta Rehabilitation Project (Construction Phase), Bid No. 2021-18

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

Disposition: Approve as recommended in the City Manager memorandum dated April 6, 2021.

9. PUBLIC HEARINGS

- A. ORDINANCE NO. 2021-11:** AN ORDINANCE VACATING A PORTION OF FLAGLER ROAD, ABUTTING 1480 NORTH U.S. HIGHWAY 1; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. ORDINANCE NO. 2021-12:** AN ORDINANCE VACATING TWO (2) UN-NAMED ALLEYS LYING BETWEEN LOT(S) 1-30, BLOCK 59, NATIONAL GARDENS SUBDIVISION, WITHIN THE PROPERTY AT 1480 NORTH U.S. HIGHWAY 1; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. FIRST READING OF ORDINANCES

- A. ORDINANCE NO. 2021-13:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE I, GENERAL EMPLOYEES' PENSION PLAN, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-17, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

- B. ORDINANCE NO. 2021-14:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE III, FIREFIGHTERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-44, CONTRIBUTIONS; AMENDING SECTION 16-45, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-46, PRE- RETIREMENT DEATH; AMENDING SECTION 16-55, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

- C. **ORDINANCE NO. 2021-15:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-76, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-86, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:00 p.m.

Item #2 – Invocation

Evangelist John Jeyaseelan, Bethel Ministries, gave the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Jim Cameron

Mayor Partington presented Mr. Jim Cameron, Senior Vice President of Government Relations, Daytona Regional Chamber of Commerce (Chamber), with a proclamation honoring him for his 38 years of service at the Chamber. He discussed Mr. Cameron's accomplishments and the positive impacts he had on the City of Ormond Beach. He congratulated Mr. Cameron and wished him the best in his well-deserved retirement.

Mr. Cameron thanked members of the Commission for the recognition and proclamation. He discussed his career at the Chamber and the memories he made working with the City of Ormond Beach.

Item #4B – National Crime Victims' Rights Week

Mayor Partington presented Ormond Beach Police Department Victim Advocate Ms. Evelyn Rebstini with a proclamation recognizing April 18-24, 2021, as National Crime Victims' Rights Week in the City of Ormond Beach. He thanked Ms. Rebstini for her dedicated work in helping victims of crime.

Ms. Rebstini thanked the Commission for their continuous support and for the proclamation.

Item #5 – Audience Remarks

Mayor Partington noted no audience cards had been submitted on the item.

Item #6– Approval of Minutes

Mayor Partington advised the minutes of the April 6, 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.

Commissioner Littleton moved, seconded by Commissioner Persis, for approval of the April 6, 2021, City Commission meeting minutes.

The motion passed by voice vote.

Item #7 – Community Redevelopment Agency

Mayor Partington advised the following item was a Community Redevelopment item. He explained that the City Commission served as the Community Redevelopment Agency (CRA) of the city and must review the item and make a recommendation as the CRA.

Mayor Partington recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings, at 7:14 p.m.

Item #7A – 100 West Granada Boulevard, Building Improvement Grant first extension

City Clerk Kate Settle read by title only:

RESOLUTION NO. 2021-65
A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE FIRST AMENDMENT TO THE CITY OF ORMOND BEACH BUILDING IMPROVEMENT GRANT PROGRAM GRANT AGREEMENT BETWEEN THE CITY/AGENCY AND HEJAHA, LLC TO EXTEND THE EXPIRATION DATE THEREOF TO MAY 17, 2022 TO THE AGREEMENT; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Resolution No. 2021-65, as read by title only.

The motion passed by voice vote.

Mayor Partington closed the public hearing, adjourned the CRA meeting, and reconvened the City Commission meeting at 7:15 p.m.

Item #8 – 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 moved, seconded by Commissioner Selby, for approval of the consent agenda.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Kent commented on Item 8A, which approved a request for the first extension of a building improvement grant for 100 West Granada Boulevard. He stated his excitement for the project and thanked the property owner, Mr. Bill Jones, for his investment in Ormond Beach.

Commissioner Selby commented on Item 8D, which approved the execution of a Railroad Reimbursement Agreement for grade crossing traffic control devices. He noted Granada Boulevard would be closed at the railroad crossing from Saturday, April 10, 2021, at 6:00 a.m. to Wednesday, April 4, 2021, at 6:00 a.m.

Commissioner Persis discussed her approval of Item 7H, which provided public notice of the city’s intent to issue an invitation to bid for the South Ormond Neighborhood Center (SONC) gym expansion.

Item #9 – Public Hearings

Mayor Partington opened the public hearings.

Item #9A – Right-of-way vacation – five (5) foot portion of Flagler Road (1480 N US HWY 1)

City Clerk Kate Settle read by title only:

ORDINANCE NO. 2021-11
AN ORDINANCE VACATING A PORTION OF FLAGLER ROAD, ABUTTING 1480 NORTH U.S. HIGHWAY 1; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, reviewed a PowerPoint presentation that displayed images of the property site and site plan. He explained the Commission previously approved the notice of intent for the right-of-way vacation at their prior Commission meeting, and the current item was to approve the vacation. He noted the property was located at 1480 North U.S. Highway One and explained the section being vacated was a five-foot segment of Flagler Road. He stated the project was undergoing site plan review and there was no current or future public use of the right-of-way. He stated staff recommended approval.

Mr. Tim Grigsby, 1206 Overbrook Drive, discussed his disapproval of the item and encouraged the Commission to use the right-of-way for stormwater storage instead. He discussed the city’s Stormwater Master Plan Study and reiterated his disapproval of the item.

Commissioner Selby moved, seconded by Commissioner Kent, for approval of Ordinance No. 2021-11, on first 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 #9B – Right-of-way vacation - two (2) 15 foot alleys (1480 N US HWY 1)

City Clerk Kate Settle read by title only:

ORDINANCE NO. 2021-12
AN ORDINANCE VACATING TWO (2) UN-NAMED ALLEYS LYING BETWEEN LOT(S) 1-30, BLOCK 59, NATIONAL GARDENS SUBDIVISION, WITHIN THE PROPERTY AT 1480 NORTH U.S. HIGHWAY 1; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the item was a request to vacate two alleys located at 1480 North U.S. Highway One. He noted the two alleys were included in the plat from 1926 and needed to be vacated for further development of the property. He noted the alleys did not have any current or future public use. He stated staff recommended approval of the item.

Commissioner Kent complimented the applicant, Mr. Jeff Gross, for continuing to invest in the City of Ormond Beach and provide jobs and services to the city.

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-12, on first reading, as read by title only.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Mayor Partington closed the public hearings.

Item #10 – First Reading of Ordinances

Item #10A – General Employees Pension Ordinance

City Clerk Kate Settle read by title only:

ORDINANCE NO. 2021-13
AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE I, GENERAL EMPLOYEES' PENSION PLAN, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-17, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING 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 Ordinance No. 2021-13, on first reading, as read by title only.

Commissioner Littleton requested Finance Director Ms. Kelly McGuire clarify the purpose of the request.

Ms. Kelly McGuire, Finance Director, explained the Setting Every Community Up for Retirement Enhancement Act (SECURE Act) required the city to increase the age for required minimum distribution of retirement accounts from 70½ to 72 years of age. She noted the current item was to amend the Code of Ordinances for General Employee's Pension, and explained the following two items were the same amendments for police and fire pensions.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #10B – Firefighters' Pension Ordinance

City Clerk Kate Settle read by title only:

ORDINANCE NO. 2021-14
AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE III, FIREFIGHTERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-44, CONTRIBUTIONS; AMENDING SECTION 16-45, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-46, PRE- RETIREMENT DEATH; AMENDING SECTION 16-55, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Selby moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2021-14, on first 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 #10C – Police Officers' Pension Ordinance

City Clerk Kate Settle read by title only:

ORDINANCE NO. 2021-15
AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA,
AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND,
OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF
ORDINANCES; AMENDING SECTION 16-76, BENEFIT AMOUNTS AND
ELIGIBILITY; AMENDING SECTION 16-86, MINIMUM DISTRIBUTION OF
BENEFITS; PROVIDING FOR COMPLIANCE WITH THE SECURE ACT;
PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL
ORDINANCES IN CONFLICT HERewith AND PROVIDING 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 Ordinance No. 2021-15, on first 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 #11 – Reports, Suggestions, Requests

Parks and Recreation Master Plan

Ms. Claire Whitley, Assistant City Manager, provided an update on the Leisure Services' Parks and Recreation Master Plan (Master Plan). She noted the first public meeting regarding the Master Plan was held the week prior and had a successful turn-out.

Projects

Ms. Whitley provided updates on the Florence Street On-Street Parking Project and the MacDonald House Project.

Ms. Whitley discussed the closure on Granada Boulevard at the railroad crossings that was previously mentioned by Commissioner Selby. She explained the road closure came at short-notice due to the construction being moved earlier than originally scheduled in anticipation for Jeep Week. She noted the closure and detour map would be posted on the city's social media so that residents were aware.

Compliments

Ms. Whitley, Commissioner Persis, Commissioner Selby, and Commissioner Kent complimented City Clerk Ms. Kate Settle and welcomed her to the City of Ormond Beach.

Commissioner Selby and Commissioner Kent congratulated Mr. Jim Cameron on his retirement and discussed memories of working with Mr. Cameron through-out the years.

Commissioner Selby and Commissioner Kent complimented Mr. Jeff Gross and his family, and wished them the best with the construction of the new Ormond Ace Hardware.

Commissioner Kent complimented Ms. Whitley on filling in for City Manager Ms. Shanahan in her absence.

Commissioner Kent complimented Public Information Officer Ms. Jenn Elston and thanked her for assisting residents in getting the COVID-19 vaccine.

Commissioner Kent complimented City Attorney Mr. Randy Hayes and thanked him for his hard work.

Events

Commissioner Persis complimented a retirement celebration she had attended for Ormond Beach Police Lieutenant James Doggett.

Commissioner Persis complimented a swearing-in ceremony she attended for new Ormond Beach Police Officer Marc Pedevillano.

Commissioner Persis discussed a Zoom civic meeting she attended held by Mr. Bill Denny and Ms. Linda Williams.

Commissioner Littleton complimented a fundraiser he attended at the Ormond Garage that collected proceeds for former Chief Building Inspector Mr. Rick Elkins.

Item #12 – Adjournment

The meeting was adjourned at 7:39 p.m.

APPROVED: April 20, 2021

BY:

Bill Partington, Mayor

ATTEST:

Kate Settle, 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: April 20, 2021

Subject: Resolution to Lien for Site Maintenance - 732 Orchard Ave., Ormond Beach, FL

Commission Goal: N/A

Introduction

This is a request for authorization to place a lien in the total amount of \$3,651.80, including associated costs, against property owned by Toni Mansfield et.al. for the costs associated with cleaning the property located at 732 Orchard Ave., Ormond Beach, FL (Parcel#: 4242-25-00-0070).

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 #20-110450 was initiated on December 17, 2019, for a violation of Code of Ordinances, General Duty to Maintain Premises, Chapter 14, Article VIII, Section 14-95, (2), (3) and (5), Site Maintenance. A Notice of Violation was issued via certified mail and via posting and regular mail service allowing ten (10) calendar days from receipt of the notice to correct the violation.

The matter was presented before Special Magistrate Scott Simpson on June 22, 2020. Respondent was ordered to pay a citation of \$50.00 and the City's costs of \$107.75, and bring the property into compliance, by June 23, 2020. If the respondent was unable to bring the property into compliance, a fine of \$250.00 per day would accrue beginning on June 24, 2020. The matter came back before the Special Magistrate again on September 28, 2020, where Special Magistrate H. Pope Hamrick, Jr., issued an Order for Failure to Comply. The respondent had failed to timely correct the violation. The fine

of \$250.00 continued to accrue. This Order was recorded as a fine/lien on November 23, 2020.

The property was not brought into compliance within the time given; therefore, the site was cleaned by the City's lot cleaning contractor on November 4, 2020. The costs associated with cleaning this property are \$3,615.00 for contractor services, and case costs of \$16.80, as indicated on the attached Case Cost Sheet and Invoice. A request for payment was issued to the owner of record on December 18, 2020 via certified mail. Certified mail to the decedent was returned. Certified mail to Mr. Richard Zorda, son of the decedent; and to Mr. Patrick Stephens, husband of the decedent, were both signed for providing good service.

Payment for the cost associated with cleaning the site has not been made.

Budget Impact

Funds related to this lien will be recorded in the City's General Fund.

Citizen Impact

Site maintenance codes regulate the accumulation of trash, junk, debris, non-living 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.

Recommendation

Staff recommends authorization of the resolution to lien the property in the amount of \$3,651.80, which includes \$3,615.00 for contractor services, \$16.80 for case costs, and recording costs in the amount of \$20.00.

Attachments:

- 21-72 732 Orchard Ave-Site Maintenance Lien (P21-0043G) (PDF)
- June 22, 2020 Order (PDF)
- June 22, 2020 Hearing Minutes (PDF)
- Sept. 28, 2020 Recorded Order (PDF)
- Sept. 28, 2020 Hearing Minutes (PDF)
- Before Clean Pics (PDF)
- After Clean Pics (PDF)
- Site Maint Case Cost Sheet (PDF)
- Fine-Lien Case Cost Sheet (PDF)
- Invoice for 732 Orchard Yellowstone Clean (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/8/2021


Claire Whitley, Assistant City Manager 4/12/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 4/14/2021

RESOLUTION NO. 2021-72

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 TONI MANSFIELD ET AL, LOCATED AT 732 ORCHARD AVENUE, 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, Estate of Toni Zorda aka Toni Mansfield Et Al, the owner of property located at 732 Orchard Avenue, Ormond Beach, Volusia County, Florida 32174, legally described as follows: “*Lots 7 8 & 9 GOLF MANOR MB 23 PG 8 IN RIO VISTA VICTORYGARDENS PER OR 1693 PG 477 PER DC & COPY OF PROBATE PER OR 4351 PG 3896 & OR 5352 PG 4433*” (Parcel ID No. 4242-25-00-0070), 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 Estate of Toni Zorda aka Toni Mansfield Et Al, located at 732 Orchard Avenue, Ormond Beach, Volusia County, Florida 32174 and legally described above in the amount of **THREE THOUSAND SIX HUNDRED FIFTEEN DOLLARS (\$3,615.00)**, lot clearing fee, **SIXTEEN DOLLARS and 80/100 (\$16.80)**, case costs, and **TWENTY DOLLARS (\$20.00)**, recording fees, a total lien of **THREE THOUSAND SIX HUNDRED FIFTY ONE DOLLARS AND 80/100 (\$3,651.80)**, 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 20th day of April, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
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: 732 ORCHARD AVENUE

ORMOND BEACH, FL 32174

PARCEL ID #: 4242-25-00-0070**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 732 Orchard Avenue, Ormond Beach, Volusia County, Florida, and legally described as follows: "*Lots 7 8 & 9 GOLF MANOR MB 23 PG 8 IN RIO VISTA VICTORYGARDENS PER OR 1693 PG 477 PER DC & COPY OF PROBATE PER OR 4351 PG 3896 & OR 5352 PG 4433*" (Parcel ID No. 4242-25-00-0070) owned by **ESTATE OF TONI ZORDA AKA TONI MANSFIELD ET AL**, 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 2021-72** a lien for the work described, in an amount of **THREE THOUSAND SIX HUNDRED FIFTEEN DOLLARS (\$3,615.00)**, lot clearing fee, **SIXTEEN DOLLARS and 80/100 (\$16.80)**, case costs, and **TWENTY DOLLARS (\$20.00)**, recording fees, a total lien of **THREE THOUSAND SIX HUNDRED FIFTY ONE DOLLARS AND 80/100 (\$3,651.80)**, 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 April ____, 2021

WITNESSES:

CITY OF ORMOND BEACH, a Florida
municipal corporation

Print Name: _____

By: _____

CHRISTOPHER MASON

Neighborhood Improvement Manager

Print Name: _____

Attest: _____

KATE SETTLE

City Clerk

Sworn to and subscribed before me this ____ day of April, 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: 732 ORCHARD AVENUE
ORMOND BEACH, FL 32174**PARCEL ID #:** 4242-25-00-0070**SATISFACTION AND RELEASE OF LIEN**

For and in consideration of the sum of **THREE THOUSAND SIX HUNDRED FIFTEEN DOLLARS (\$3,615.00)**, lot clearing fee, **SIXTEEN DOLLARS and 80/100 (\$16.80)**, case costs, and **TWENTY DOLLARS (\$20.00)**, recording fees, a total lien of **THREE THOUSAND SIX HUNDRED FIFTY ONE DOLLARS AND 80/100 (\$3,651.80)** paid to the City of Ormond Beach, ("the City") the receipt of which is hereby acknowledged, the City does hereby release **ESTATE OF TONI ZORDA AKA TONI MANSFIELD ET AL**, owner of the real property located at 732 Orchard Avenue, Ormond Beach, Volusia County, Florida, and legally described as follows: "Lots 7 8 & 9 GOLF MANOR MB 23 PG 8 IN RIO VISTA VICTORYGARDENS PER OR 1693 PG 477 PER DC & COPY OF PROBATE PER OR 4351 PG 3896 & OR 5352 PG 4433" (Parcel ID No. 4242-25-00-0070), from that certain lien imposed by that Claim of Lien, pursuant to Resolution 2021-72, 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: _____
KATE SETTLE
City ClerkSTATE OF FLORIDA)
)ss
COUNTY OF VOLUSIA)

On this ____ day of ____, 20__, personally appeared before me **CHRISTOPHER MASON**, and **KATE SETTLE**, 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:

**BEFORE THE SPECIAL MAGISTRATE
OF THE
CITY OF ORMOND BEACH, FLORIDA**

**CITY OF ORMOND BEACH,
FLORIDA,**

Petitioner,

vs.

CASE NO.: 20-110450

LOCATION OF VIOLATION:

732 Orchard Ave.
Ormond Beach, FL
("the Property")

TONI MANSFIELD ET AL,

Respondent.

PARCEL NO.: 4242-25-00-0070

ORDER FINDING VIOLATION

This cause having come on to be heard before the Special Magistrate of the City of Ormond Beach, Florida, **June 22, 2020**, and upon the evidence and sworn testimony presented the Special Magistrate makes the following findings of fact and conclusions of law:

1. The Special Magistrate has jurisdiction of the parties and the subject matter of this cause.
2. The City of Ormond Beach presented substantial evidence of violation of *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Sections

14-95(2), (3) and (5). The growth of brush, weeds and grass not controlled at a height not to exceed twelve (12) inches; premises not maintained free of the accumulation of trash, junk, debris, litter, combustible and noncombustible waste, cardboard, tin cans, lumber, glass, bedding, household furnishings, household appliances, dismantled pieces of motor vehicles or other machinery, rubber tires or rusted metal articles of any kind; the outdoor storage of personal property exists upon the premises.

3. No representative for Respondent appeared at the hearing. Several of Respondent's neighbors appeared and testified as to the nuisance created by Respondent's property and the devaluation of surrounding property due to Respondent's code violation. At the time of the hearing, the property was not in compliance.

Thereupon, and in consideration thereof, it is

ORDERED AND ADJUDGED as follows:

A. Respondent violated *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Sections 14-95(2), (3) and (5). **Respondent shall pay a citation of fifty dollars (\$50.00) and the city's costs of one hundred and seven and 75/100 dollars (\$107.75) by June 23, 2020.**

B. Respondent is further ordered to bring the property into compliance no later than June 23, 2020. **IF RESPONDENT FAILS TO BRING THE PROPERTY INTO COMPLIANCE BY JUNE 23, 2020, A FINE OF TWO HUNDRED AND FIFTY DOLLARS (\$250.00) PER DAY SHALL ACCRUE BEGINNING ON JUNE 24,**

2020. IN ADDITION, ON JUNE 26, 2020, ABSENT COMPLIANCE THE CITY IS GRANTED THE AUTHORITY TO ENTER ONTO THE PROPERTY AND REMOVE AND DISPOSE of all trash, junk, debris, litter, non-living plant material and all personal property that is stored outside of the principal structure, to include the open carport, with all costs thereof to be assessed against the Respondent. In addition, should the City remove and dispose of the aforementioned items and personal property, the City shall not be responsible for any damage or loss associated with said removal.

C. It is the Respondent's responsibility to contact the City of Ormond Beach Neighborhood Improvement Division to schedule a re-inspection of the property to confirm compliance and the date thereof.

D. Failure to timely pay the fine and costs may result in a certified copy of this Order being recorded in the Public Records of Volusia County, Florida which if so recorded shall constitute a lien against the subject property and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the clerk of court.

ORDERED *nunc pro tunc* June 22, 2020.

DATED:

7/6/20

BY:

Scott Simpson

**SCOTT SIMPSON
CITY OF ORMOND BEACH
SPECIAL MAGISTRATE**

Copies to:

Ann-Margret Emery, Deputy City Attorney
Chris Mason, Neighborhood Improvement Manager
Respondent

PURSUANT TO SECTION 2-266, CITY OF ORMOND BEACH CODE OF ORDINANCES, ANY APPEAL OF THE PRESENT ORDER MUST BE BY PETITION FOR WRIT OF CERTIORARI WHICH MUST BE FILED IN CIRCUIT COURT WITHIN 30 DAYS OF EXECUTION OF THIS ORDER

**CITY OF ORMOND BEACH
SPECIAL MAGISTRATE HEARING MINUTES
June 22, 2020**

I. CALL TO ORDER

II. REMARKS OF THE SPECIAL MAGISTRATE – SCOTT SIMPSON

III. HEARING OF THE CASES

3. Case # 20-110450

Parcel # 4242-25-00-0070

Presented by John Bouck

Environmental Improvement Officer

TONI MANSFIELD ET AL (Property Owner)

732 Orchard Avenue

Ormond Beach, FL 32174

Richard Zorda (Occupant)

732 Orchard Avenue

Ormond Beach, FL 32174

Patrick Stephens – Booking #1034865 (Spouse/Owner)

Volusia County Corrections

1354 Indian Lake Road

Daytona Beach, FL 32124

Location of Violation: 732 Orchard Ave, Ormond Beach, FL

Violation(s): Site Maintenance: Violation of Code of Ordinances, Chapter 14, Article VIII, Section 14-95(2), (3) and (5). The growth of brush, weeds and grass not controlled at a height not to exceed twelve (12) inches; premises not maintained free of the accumulation of trash, junk, debris, litter, combustible and noncombustible waste, cardboard, tin cans, lumber, glass, bedding, household furnishings, household appliances, dismantled pieces of motor vehicles or other machinery, rubber tires or rusted metal articles of any kind; the outdoor storage of personal property exists upon the premises.

Officer John Bouck presented the case. He submitted into evidence a copy of the Amended Notice of Hearing, \$50.00 Citation and Notice of Violation with good service; a copy of the Property Appraiser's record showing ownership; a copy of the Code of Ordinance dealing with site maintenance; photographs, case cost sheet and Recommendation page. This composite was entered as City's Exhibit #1.

Officer Bouck recalled the history of the case. The woman and her husband who owned the property were jailed. The husband is still in jail. She was released and is now deceased. Her son is at the residence as well as some other squatters. Two Property Appraiser copies were attached to Exhibit 1, one for Toni Mansfield Et Al and one for Toni Zorda Est (after the death certificate was received on Toni Mansfield/Zorda).

Officer Bouck reported there have been several other cases at this location in the past with a lot of personal property, tall grass and weeds. Officer Bouck reviewed the photos taken today.

Charles Snead, 716 Orchard Ave., appeared and testified. He reported even if the City cleaned it out there would be more the next day.

Pedro Dash, 722 Orchard Ave., appeared and testified. He reported that the amount of accumulation changes daily. They seem to be running a junking business. There are multiple people living there, and roaming the neighborhood. He reported seeing them in his back yard one time. The police are on his street one or two times per week.

Scott McKee, Assistant City Attorney, reported the homestead indication was changed to No through Volusia Property Appraisers once the Appraiser's ownership document was changed to Toni Zorda Est.

Tim Shell, 724 Orchard Ave., appeared and testified. Mr. Shell reported Richard Zorda has not been seen at the property in months.

Officer Bouck recommended finding that a violation of the Code of Ordinances, Chapter 14, Article VIII, Section 14-95(2),(3) and (5) exists and that the Respondent shall comply with the code and pay the \$50.00 citation and \$107.75 case costs by July 22, 2020. Further that the Respondent be required to contact the Neighborhood Improvement Division to request a re-inspection to verify that compliance has been achieved.

Absent compliance, Officer Bouck requested that the City be granted the authority to enter onto the property and have the right to remove and dispose of all trash, junk, debris, litter, non-living plant material and all personal property that is stored outside of the principal structure, to include the open carport, with all costs thereof to be assessed against the Respondent. In addition, should the City remove and dispose of the aforementioned items and personal property, the City shall not be responsible for any damage or loss associated with said removal.

Thereupon, and in consideration thereof, it is

ORDERED AND ADJUDGED as follows:

A. Respondent violated City of Ormond Beach Code of Ordinances, Chapter 14, Article VIII, Sections 14-95(2), (3) and (5). Respondent shall pay a citation of fifty dollars (\$50.00) and the city's costs of one hundred and seven and 75/100 dollars (\$107.75) by June 23, 2020.

B. Respondent is further ordered to bring the property into compliance no later than June 23, 2020. IF RESPONDENT FAILS TO BRING THE PROPERTY INTO COMPLIANCE BY JUNE 23, 2020 A FINE OF TWO HUNDRED AND FIFTY DOLLARS (\$250.00) PER DAY SHALL ACCRUE BEGINNING ON JUNE 24, 2020. IN ADDITION, ON JUNE 26, 2020, ABSENT COMPLIANCE THE CITY IS GRANTED THE AUTHORITY TO ENTER ONTO THE PROPERTY AND REMOVE AND DISPOSE of all trash, junk, debris, litter, non-living plant material and all personal property that is stored outside of the principal structure, to include the open carport, with all costs thereof to be assessed against

the Respondent. In addition, should the City remove and dispose of the aforementioned items and personal property, the City shall not be responsible for any damage or loss associated with said removal.

C. It is the Respondent's responsibility to contact the City of Ormond Beach Neighborhood Improvement Division to schedule a re-inspection of the property to confirm compliance and the date thereof.

D. Failure to timely pay the fine and costs may result in a certified copy of this Order being recorded in the Public Records of Volusia County, Florida which if so recorded shall constitute a lien against the subject property and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the clerk of court.

ORDERED nunc pro tunc June 22, 2020.

PURSUANT TO SECTION 2-266, CITY OF ORMOND BEACH CODE OF ORDINANCES, ANY APPEAL OF THE PRESENT ORDER MUST BE BY PETITION FOR WRIT OF CERTIORARI WHICH MUST BE FILED IN CIRCUIT COURT WITHIN 30 DAYS OF EXECUTION OF THIS ORDER.

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, HE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

PERSONS WITH A DISABILITY, SUCH AS 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 IN WRITING, OR MAY CALL (386) 676-3297 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

**BEFORE THE SPECIAL MAGISTRATE
OF THE
CITY OF ORMOND BEACH, FLORIDA**

**CITY OF ORMOND BEACH,
FLORIDA,**

Petitioner,

vs.

CASE NO.: 20-110450

LOCATION OF VIOLATION:

732 Orchard Ave.
Ormond Beach, FL
("the Property")

TONI MANSFIELD ET AL,

Respondent.

PARCEL NO.: 4242-25-00-0070

FAILURE TO COMPLY

This cause having come on to be heard before the Special Magistrate of the City of Ormond Beach, Florida, **September 28, 2020**, and upon the evidence and sworn testimony presented the Special Magistrate makes the following findings of fact and conclusions of law:

1. The Special Magistrate has jurisdiction of the parties and the subject matter of this cause.

2. The City of Ormond Beach presented substantial evidence of Respondent's failure to comply with the Special Magistrate Order of June 22, 2020

concerning violation of *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Sections 14-95(2), (3) and (5). The growth of brush, weeds and grass not controlled at a height not to exceed twelve (12) inches; premises not maintained free of the accumulation of trash, junk, debris, litter, combustible and noncombustible waste, cardboard, tin cans, lumber, glass, bedding, household furnishings, household appliances, dismantled pieces of motor vehicles or other machinery, rubber tires or rusted metal articles of any kind; the outdoor storage of personal property exists upon the premises.

3. Richard Zorda, son of Toni Mansfield, appeared and testified. At the time of the hearing, the property was not in compliance. Per the previous Order, the property was to be brought into compliance no later than June 23, 2020.

Thereupon, and in consideration thereof, it is

ORDERED AND ADJUDGED as follows:

A. Respondent failed timely correct the violation of the *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Sections 14-95(2), (3) and (5).

Respondent owes the following amounts in fines and costs:

Daily accruing fines of \$250.00 per day from 6/24/20 to 9/27/20 (96 days)	\$24,000.00
Citation	\$50.00
Costs up through 9/28/20 hearing	\$128.00

TOTAL DUE as of 9/28/20 hearing **\$24,178.00**

B. The fine of two hundred and fifty dollars (\$250.00) per day shall continue to accrue until the property is brought into compliance. The city also has continued authority to enter onto the property and remove and dispose of all trash, junk, debris, litter, non-living plant material and all personal property that is stored outside of the principal structure, to include the open carport, with all costs thereof to be assessed against the Respondent. In addition, should the City remove and dispose of the aforementioned items and personal property, the City shall not be responsible for any damage or loss associated with said removal.

C. It is the Respondent's responsibility to contact the City of Ormond Beach Neighborhood Improvement Division to schedule a re-inspection of the property to confirm compliance and the date thereof.

D. Failure to timely pay the fine and costs may result in a certified copy of this Order being recorded in the Public Records of Volusia County, Florida which if so recorded shall constitute a lien against the subject property and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the clerk of court.

ORDERED nunc pro tunc September 28, 2020.

DATED:

Oct 9, 2020

BY:

H. Pope Hamrick, Jr.
H. POPE HAMRICK, JR.
CITY OF ORMOND BEACH
SPECIAL MAGISTRATE

Copies to:

Ann-Margret Emery, Deputy City Attorney
Chris Mason, Neighborhood Improvement Manager
Respondent

PURSUANT TO SECTION 2-266, CITY OF ORMOND BEACH CODE OF ORDINANCES, ANY APPEAL OF THE PRESENT ORDER MUST BE BY PETITION FOR WRIT OF CERTIORARI WHICH MUST BE FILED IN CIRCUIT COURT WITHIN 30 DAYS OF EXECUTION OF THIS ORDER

PURSUANT TO SECTION 2-266, CITY OF ORMOND BEACH CODE OF ORDINANCES, ANY APPEAL OF THE PRESENT ORDER MUST BE BY PETITION FOR WRIT OF CERTIORARI WHICH MUST BE FILED IN CIRCUIT COURT WITHIN 30 DAYS OF EXECUTION OF THIS ORDER

**CITY OF ORMOND BEACH
SPECIAL MAGISTRATE HEARING MINUTES
September 28, 2020**

- I. CALL TO ORDER**
- II. REMARKS OF THE SPECIAL MAGISTRATE – JUDGE POPE HAMRICK**
- III. HEARING OF THE CASES**

4. Case # 20-110450
Parcel # 4242-25-00-0070

Presented by John Bouck
Environmental Improvement Officer

TONI MANSFIELD ET AL (Property Owner)
732 Orchard Avenue
Ormond Beach, FL 32174

Richard Zorda
955 S. Nova Rd, Lot 39
Ormond Beach, FL 3217

Patrick Stephens – Booking #1034865 (Spouse/Owner)
Volusia County Corrections
1354 Indian Lake Road
Daytona Beach, FL 32124

Location of Violation: 732 Orchard Ave, Ormond Beach, FL

VIOLATIONS: Failure to Comply with the Special Magistrate’s Order from June 22, 2020. Code of Ordinances: Chapter 14, Article VIII, Section 14-95 (2), (3) and (5) - The growth of brush, weeds and grass not controlled at a height not to exceed twelve (12) inches; premises not maintained free of the accumulation of trash, junk, debris, litter, combustible and noncombustible waste, cardboard, tin cans, lumber, glass, bedding, household furnishings, household appliances, dismantled pieces of motor vehicles or other machinery, rubber tires or rusted metal articles of any kind; the outdoor storage of personal property exists upon the premises.

Officer John Bouck presented the case and submitted into evidence a copy of the Notice of Hearing with proof of good service, a copy of the Special Magistrate order and minutes from the June 22, 2020 hearing; a copy of the Property Appraiser’s record showing ownership; a copy of the Code of Ordinances that identifies the code requirements in this case; photographs from this morning, case cost sheet and Recommendation page. This composite was entered as City’s Exhibit #1.

Officer Bouck reviewed the photos taken this morning. Pictures show about ½ of the lot was mowed several weeks ago but the back side is “knee deep”. An additional photo of the side of the house revealed debris and scrap metal. Further to the right is fencing and other items. The carport holds a vending machine. Special Magistrate Simpson did order the City could go in and clean up this property at the June 22, 2020 hearing.

Officer John Bouck recommended finding that the Respondent has failed to comply with the Order from the June 22, 2020 Hearing by not bringing the property into compliance.

Officer Bouck also recommended that the respondent be ordered to comply with the code, pay the \$50.00 citation and the case costs from the June and September Hearings within 30 days from the execution of the Order.

Further, Officer Bouck recommended that the daily accruing fine of \$250.00 per day, which began on June 24, 2020, continue until the property is brought into compliance.

<u>Date of Special Magistrate Order</u>	<u>Costs</u>
<u>June 22, 2020</u>	<u>\$107.75</u>
<u>September 28, 2020</u>	<u>\$20.25</u>

Daily accruing fine of \$250.00 per day, for 96 days	
from June 24, 2020 to September 27, 2020:	\$24,000.00
Citation Cost:	\$50.00
Total due at September 28, 2020 Hearing	\$24,178.00

Richard Zorda appeared and testified. Mr. Zorda is the son of Toni Mansfield, deceased. There have been no estate proceedings to put Richard Zorda on the deed to the property. Mr. Zorda reported he had squatters on the property since January 2020, and has been attempting to get them removed. He got them off the property about a month ago. He has had two loads of junk removed. The lawn was only partially mowed as the mower broke down. Mr. Zorda is not living on the property but he does have people living there as the squatters were attempting to return. Toni Mansfield passed away August 31, 2019. Mr. Zorda has not currently retained an estate attorney.

Judge Hamrick said there is no clearly defined living owner of this property.

Thereupon, and in consideration thereof, it is

ORDERED AND ADJUDGED as follows:

A. Respondent failed timely correct the violation of the *City of Ormond*

Beach Code of Ordinances, Chapter 14, Article VIII, Sections 14-95(2), (3) and (5).

Respondent owes the following amounts in fines and costs:

Daily accruing fines of \$250.00 per day

from 6/24/20 to 9/27/20 (96 days)	\$24,000.00
Citation	\$50.00
Costs up through 9/28/20 hearing	\$128.00

TOTAL DUE as of 9/28/20 hearing	\$24,178.00
--	--------------------

B. The fine of two hundred and fifty dollars (\$250.00) per day shall continue to accrue until the property is brought into compliance. The city also has continued authority to enter onto the property and remove and dispose of all trash, junk, debris, litter, non-living plant material and all personal property that is stored outside of the principal structure, to include the open carport, with all costs thereof to be assessed against the Respondent. In addition, should the City remove and dispose of the aforementioned items and personal property, the City shall not be responsible for any damage or loss associated with said removal.

C. It is the Respondent's responsibility to contact the City of Ormond Beach Neighborhood Improvement Division to schedule a re-inspection of the property to confirm compliance and the date thereof.

D. Failure to timely pay the fine and costs may result in a certified copy of this Order being recorded in the Public Records of Volusia County, Florida which if so recorded shall constitute a lien against the subject property and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the clerk of court.

ORDERED nunc pro tune September 28, 2020.

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, HE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

PERSONS WITH A DISABILITY, SUCH AS 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 IN WRITING, OR MAY CALL (386) 676-3297 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.





















Site Maintenance Case Cost Sheet

Address: 732 Orchard Ave **Case #** 20-110450

Type of Service	Number of Items	Rate	Costs
Certified Letters	3	\$5.60	\$16.80
Regular Mail		\$0.50	\$0.00
Photographs		\$1.00 per page	\$0.00
Lot Cleaned by Contractor	1	\$3,615.00	\$3,615.00
Photographs		\$1.00 per page	\$0.00
Recording cost to lien		\$10.00 First page	\$0.00
		\$8.50 per add'l 11 X 17 (2 pages)	\$0.00
Recording cost to satisfy lien		\$10.00 First page	\$0.00
		\$8.50 per add'l 11 X 17 (2 pages)	\$0.00
Total Costs			\$3,631.80

Notes:

732 Orchard Avenue Lot Clean-up done on 11/4/20 by Yellowstone Landscape.

FINE / LIEN CASE COST SHEET

Address: 732 Orchard Ave

Case # 20-110450

Type of Service	Number of Items	Rate	Costs
Order Imposing Fine/Lien			
Recording cost to lien	1	\$10.00 First page	\$10.00
		\$8.50 per add'l 11 X 17 (2 pages)	\$0.00
Recording cost to satisfy lien	1	\$10.00 First page	\$10.00
Total Recording Costs			\$20.00

Notes:

Unpaid Yellowstone invoice for site clean on 11/4/20.



INVOICE

INVOICE #	INVOICE DATE
DB 173016	12/3/2020
TERMS	PO NUMBER
Net 30	

Bill To:

City of Ormond Beach
 c/o Neighborhood Improvement Division
 170 W Granada Blvd Department
 Ormond Beach, FL 32174

Remit To:

Yellowstone Landscape
 PO Box 101017
 Atlanta, GA 30392-1017

Property Name: City of Ormond Beach

Invoice Due Date: January 2, 2021

Invoice Amount: \$3,615.00

Description	Current Amount
732 Orchard Avenue Lot Cleanup ATTN: Chris Mason	
732 Orchard Avenue Lot Cleanup	\$3,615.00

Case # 20-110450

Invoice Total \$3,615.00

IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.



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: April 20, 2021

Subject: Release and Satisfaction of Lien - 197 S. Orchard St., Ormond Beach FL

Commission Goal: N/A

Introduction

This is a request for authorization for release of a Special Magistrate Administrative Fine/Lien concerning a repeat site maintenance violation and to declare satisfied the code enforcement lien against the property located at 197 S. Orchard St., Ormond Beach, FL 32174 in the name of S. C. Gay Properties, LLC.

Background

Pursuant to Section, 162.09(3), Florida Statutes, and Section 2-258(d), Administrative Fines and Liens, of the Code of Ordinances, any lien arising from a fine imposed pursuant to these provisions runs in favor of the City. The City Commission may authorize the execution of a satisfaction or release of a lien.

Discussion

Case # 19-110204 was initiated on September 5, 2019, for a repeat violation of the *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95 (2) and (5), Site Maintenance.

On October 28, 2019, the Special Magistrate found that the respondent had repeatedly violated *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95 (2) and (5). The respondent paid the \$100.00 citation. Respondent was ordered to pay the case costs of \$22.00 and bring the property into compliance by November 27, 2019. Case costs of \$22.00 were paid on November 13, 2019 (receipt attached).

On January 27, 2020, the Special Magistrate ordered that the respondent failed to comply with the Special Magistrate Order of October 28, 2019, concerning a violation of the *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95 (2) and (5). The property was to have been brought into compliance no later than

November 27, 2019. The property was brought into compliance on January 16, 2020. As a result, the respondent owed the following in fines and costs:

Daily accruing fine: \$100 per day, 11/28/19 through 1/15/20 (49 days):	\$ 4,900.00
Costs of the 1/27/20 hearing	\$ 33.40
TOTAL DUE as of 1/27/20 hearing:	\$ 4,933.40

The above fine and costs were to be paid within fifteen (15) days of the execution of the order, which took place on February 7, 2020.

Due to non-payment of the fines and costs, the Special Magistrate's Failure to Comply Order of January 27, 2020, was recorded in Volusia County Public Records Book 7830, Pages 1377 - 1379 on March 18, 2020. A copy of the recorded Order is attached.

The Special Magistrate's Failure to Comply Order from September 28, 2020 ordered that the City Attorney is authorized to foreclose upon the lien recorded in the Public Records of Volusia County in Book 7830, Pages 1377-1379, on March 18, 2020, in the amount of \$4,933.40. The Respondent failed to pay the fine and costs within 15 days of the execution of the January 27, 2020 order. Respondent owed an additional \$38.50 in costs related to the September 28, 2020 hearing.

Respondent paid all fines and costs owed on February 23, 2021 as shown below. A copy of the receipt is attached.

Daily Accruing	\$ 4,900.00
Case Costs	\$ 33.40
Case Costs	\$ 38.50
GRAND TOTAL	\$ 4,971.90

Budget Impact

Fees collected as a result of this lien will be recorded in the City's General Fund.

Citizen Impact

The property owner has achieved compliance by correcting the code violation and satisfying all fines and costs associated with resolving the violation. Properties which comply with our code promote neighborhood integrity, prevent property value decline, and preserve the quality of life.

Recommendation

It is requested that the attached resolution and satisfaction of the Special Magistrate Administrative Fine/Lien for the property at 197 S. Orchard St., Ormond Beach, FL 32174 be approved.

Attachments:

- 21-73 Release of Lien - 197 S Orchard (P21-0044G) (PDF)
- Satisfaction and Release of Lien - 197 Orchard (P21-0044G) (PDF)
- Signed Special Magistrate Order from 10-28-19 (PDF)
- Recorded Lien-Failure to Comply 19-110204 - 197 S Orchard St (PDF)
- Case Cost Sheet for Lien (PDF)
- Payment receipt for \$22.00 Case Costs (PDF)
- Payment receipt for \$4,971.90 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/8/2021


Claire Whitley, Assistant City Manager 4/12/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 4/14/2021

RESOLUTION NO. 2021-73

A RESOLUTION AUTHORIZING THE EXECUTION OF A
RELEASE OF A SPECIAL MAGISTRATE
ADMINISTRATIVE FINE/LIEN FOR CODE VIOLATION
ON PROPERTY LOCATED AT 197 S. ORCHARD STREET,
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA; AND
SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Neighborhood Improvement Division initiated Case No. 19-110204 regarding a repeat violation of the *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95(2) and (5), for premises not maintained free of the accumulation of trash, junk, debris, household appliances, auto parts, and rusty metal articles, and the outdoor storage of personal property, and

WHEREAS, on October 28, 2019, the Special Magistrate found the Respondent repeatedly violated the *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95(2) and (5) and ordered the Respondent pay a one-hundred dollar (\$100.00) citation, twenty-two dollars (\$22.00) in case costs, and bring the property into compliance by November 27, 2019, (within thirty (30) days from the date of the execution of the hearing), and

WHEREAS, the Respondent paid the one-hundred dollar (\$100.00) citation, and case costs of twenty-two dollars (\$22.00) were paid on November 13, 2019, and

WHEREAS, the property was brought into compliance by the Respondent on January 16, 2020, and

WHEREAS, on January 27, 2020, the Special Magistrate ordered that the Respondent failed to comply with the Special Magistrate Order of October 28, 2019, by bringing the property into compliance by November 27, 2019, and

WHEREAS, the Special Magistrate's Failure to Comply Order was recorded as a lien against the subject property and upon any other real or personal property owned by the Respondent on March 18, 2020, in Public Records Book 7830 at Pages 1377 through 1379, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, payment of the citation and case costs totaling four thousand nine hundred seventy-one dollars and 90/100 (\$4,971.90) was received on February 23, 2021, and

WHEREAS, pursuant to Section 2-258(d), *Code of Ordinances*, "a lien arising from a fine imposed pursuant to this section runs in favor of the city and the city commission may authorize the execution of a satisfaction and release of lien entered pursuant to this article," now therefore,

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

SECTION ONE. The City Commission hereby authorizes the Mayor and the City Manager to execute a release of the lien recorded at Official Records Book 7830 at Pages 1377 through 1379, inclusive, of the Public Records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 20th day of April, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

**BEFORE THE SPECIAL MASTER
OF THE
CITY OF ORMOND BEACH, FLORIDA**

**CITY OF ORMOND BEACH,
FLORIDA,**

CASE NO.: 19-110204

Petitioner,
vs.

LOCATION OF VIOLATION:
197 S. Orchard Street
Ormond Beach, FL

S C GAY PROPERTIES, LLC,

PARCEL NO.: 4241-01-22-0080

Respondent.

RELEASE OF SPECIAL MAGISTRATE ADMINISTRATIVE FINE/LIEN

For and in consideration of the sum of **FOUR THOUSAND NINE HUNDRED DOLLARS AND 00/100 (\$4,900.00)** for the fine, and **SEVENTY-ONE DOLLARS AND 90/100 (\$71.90)** for the costs and recording fees paid to the City of Ormond Beach ("City"), the receipt of which is hereby acknowledged, the City, does hereby release all property of **S C GAY PROPERTIES, LLC, or current owner**, from a certain lien recorded at Official Records Book 7830, at Pages 1377 through 1379, inclusive, of the Public Records of Volusia County, Florida, and the City of Ormond Beach hereby declares said lien fully released.

Dated this 20th day of April, 2021.

CITY OF ORMOND BEACH,
a Florida municipal corporation

By: _____
BILL PARTINGTON
Mayor

Attest: _____
JOYCE A. SHANAHAN
City Manager

STATE OF FLORIDA)
)ss
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this ____ day of April, 2021, by **BILL PARTINGTON** and **JOYCE A. SHANAHAN**, the Mayor and the City Manager, respectively, of the City of Ormond Beach, a Florida municipal corporation, on behalf of the corporation, and they are personally known to me.

NOTARY PUBLIC State of Florida

My Commission Expires:

**BEFORE THE SPECIAL MAGISTRATE
OF THE
CITY OF ORMOND BEACH, FLORIDA**

**CITY OF ORMOND BEACH,
FLORIDA,**

Petitioner,

vs.

CASE NO.: 19-110204

LOCATION OF VIOLATION:

197 S. Orchard St.
Ormond Beach, FL
("the Property")

S C GAY PROPERTIES, LLC,

Respondent.

PARCEL NO.: 4241-01-22-0080

_____ /

ORDER FINDING REPEAT VIOLATION

This cause having come on to be heard before the Special Magistrate of the City of Ormond Beach, Florida, October 28, 2019, and upon the evidence and sworn testimony presented the Special Magistrate makes the following findings of fact and conclusions of law:

1. The Special Magistrate has jurisdiction of the parties and the subject matter of this cause.
2. The City of Ormond Beach presented substantial evidence of Respondent's repeat violation of *City of Ormond Beach Code of Ordinances*, Chapter 14,

Article VIII, Section 14-95(2) & (5). Premises not maintained free of the accumulation of trash, junk, debris, household appliances, auto parts, and rusty metal articles. Outdoor storage of personal property exists upon open areas of the parcel.

3. Donald L. Gay appeared and testified on behalf of Respondent. A neighbor appeared and spoke on behalf of adjacent condominium owners and testified as to the blight created by the condition of Respondent's property. At the time of the hearing, the property was not in compliance.

Thereupon, and in consideration thereof, it is

ORDERED AND ADJUDGED as follows:

A. Respondent has repeatedly violated *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95(2) & (5). Respondent has paid the citation of one hundred dollars (\$100.00). **Respondent must pay the city's costs of twenty-two dollars (\$22.00) by November 27, 2019 (30 days from the date of the hearing).**

B. Respondent is further ordered to bring the property into compliance by November 27, 2019 (30 days from the date of the hearing). **IF RESPONDENT FAILS TO BRING THE PROPERTY INTO COMPLIANCE BY NOVEMBER 27, 2019, A FINE OF ONE HUNDRED DOLLARS (\$100.00) PER DAY SHALL ACCRUE BEGINNING ON NOVEMBER 28, 2019.**

C. It is the Respondent's responsibility to contact the City of Ormond Beach Neighborhood Improvement Division to schedule a re-inspection of the entire parcel of property to confirm compliance and the date thereof.

D. Failure to timely pay the fine and costs may result in a certified copy of this Order being recorded in the Public Records of Volusia County, Florida which if so recorded shall constitute a lien against the subject property and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the clerk of court.

ORDERED *nunc pro tunc* October 28, 2019.

DATED: Nov 5, 2019

BY: H. Pope Hamrick, Jr.
H. POPE HAMRICK, JR.
CITY OF ORMOND BEACH
SPECIAL MAGISTRATE

Copies to:
Ann-Margret Emery, Deputy City Attorney
Chris Mason, Neighborhood Improvement Manager
Respondent

PURSUANT TO SECTION 2-266, CITY OF ORMOND BEACH CODE OF ORDINANCES, ANY APPEAL OF THE PRESENT ORDER MUST BE BY PETITION FOR WRIT OF CERTIORARI WHICH MUST BE FILED IN CIRCUIT COURT WITHIN 30 DAYS OF EXECUTION OF THIS ORDER

**BEFORE THE SPECIAL MAGISTRATE
OF THE
CITY OF ORMOND BEACH, FLORIDA**

**CITY OF ORMOND BEACH,
FLORIDA,**

Petitioner,

vs.

CASE NO.: 19-110204

LOCATION OF VIOLATION:

197 S. Orchard St.
Ormond Beach, FL
("the Property")

S C GAY PROPERTIES, LLC,

Respondent.

PARCEL NO.: 4241-01-22-0080

_____/

FAILURE TO COMPLY

This cause having come on to be heard before the Special Magistrate of the City of Ormond Beach, Florida, January 27, 2020, and upon the evidence and sworn testimony presented the Special Magistrate makes the following findings of fact and conclusions of law:

1. The Special Magistrate has jurisdiction of the parties and the subject matter of this cause.
2. The City of Ormond Beach presented substantial evidence of Respondent's failure to comply with the Special Magistrate Order of October 28, 2019,

concerning a violation of the *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95(2) & (5). Premises not maintained free of the accumulation of trash, junk, debris, household appliances, auto parts, and rusty metal articles. Outdoor storage of personal property exists upon open areas of the parcel.

3. Donald L. Gay appeared and testified on behalf of Respondent. A neighbor appeared and spoke on behalf of adjacent condominium owners and testified as to the blight created by the condition of Respondent's property. Per the previous Order, the property was to be brought into compliance no later than November 27, 2019. The property was brought into compliance on January 16, 2020.

Thereupon, and in consideration thereof, it is

ORDERED AND ADJUDGED as follows:

A. Respondent failed timely correct the violation of the *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95(2) & (5). Respondent owes the following amounts in fines and costs:

Daily accruing fines of \$100.00 per day from 11/28/19-1/15/20 (49 days)	\$4,900.00
Costs of the 1/27/20 hearing	\$33.40
TOTAL DUE as of 1/27/20 hearing	\$4,933.40

THE ABOVE FINE AND COSTS SHALL BE PAID WITHIN FIFTEEN (15) DAYS OF THE EXECUTION OF THIS ORDER.

B. Failure to timely pay the fine and costs may result in a certified copy of this Order being recorded in the Public Records of Volusia County, Florida which if so recorded shall constitute a lien against the subject property and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the clerk of court.

ORDERED *nunc pro tunc* January 27, 2020.

DATED: 2-7-20

BY: H. Pope Hamrick, Jr.
H. POPE HAMRICK, JR.
 CITY OF ORMOND BEACH
 SPECIAL MAGISTRATE

Copies to:
 Ann-Margret Emery, Deputy City Attorney
 Chris Mason, Neighborhood Improvement Manager
 Respondent

PURSUANT TO SECTION 2-266, CITY OF ORMOND BEACH CODE OF ORDINANCES, ANY APPEAL OF THE PRESENT ORDER MUST BE BY PETITION FOR WRIT OF CERTIORARI WHICH MUST BE FILED IN CIRCUIT COURT WITHIN 30 DAYS OF EXECUTION OF THIS ORDER

FINE / LIEN CASE COST SHEET

Address: 197 S. Orchard St

Case # 19-110204

Type of Service	Number of Items	Rate	Costs
-----------------	--------------------	------	-------

Order Imposing Fine/Lien

Recording cost to lien - built into
case costs from 9/28/20 hearing **

1	\$10.00 First page	\$10.00
2	\$8.50 per add'l 11 X 17 (2 pages)	\$17.00
Total Recording Costs		\$27.00

Notes:

Site maintenance case:

Daily accruing total	\$4,900.00
Case costs from 1/27/20 hearing	\$33.40
Total due at 1/27/20 hearing	\$4,933.40
Case costs from 9/28/20 hearing **	\$38.50
Grand Total due at 9/28/20 hearing	\$4,971.90



City of Ormond Beach
FINANCE
22 South Beach St.
Ormond Beach, FL 32174
(386) 676-3209
Welcome

000672-0021 Jenni F. 11/13/2019 03:28PM

GENERAL BILLING

S C GAY PROPERTIES, LLC
External Item Reference: 2020-01-586
External Payment Reference:
2020 Item: 586
Balance due: 0.00
Balance unpaid: 0.00
CASE COSTS 22.00
Payment Id: 28325

22.00

22.00

Subtotal 22.00
Total 22.00

CHECK 22.00
Check Number 0998

Change due 0.00



Comments: CASE #19-110204

SHIRLEY C. GAY DONALD L. GAY P.O. BOX 1111 ORMOND BEACH, FL 32179		088
Date: 11-13-2019		
Pay to the order of: City of Ormond Beach		15 22.
Amount: \$ 22.00		
Payee: SCGAY		
Signature: [Signature]		
Date: 11/13/2019		

Thank you for your payment

CUSTOMER COPY
DUPLICATE RECEIPT



City of Ormond Beach
FINANCE
22 South Beach St.
Ormond Beach, FL 32174
(386) 676-3209
Welcome

005475-0011 Denise J. 02/23/2021 12:54PM

GENERAL BILLING

S C GAY PROPERTIES, LLC
External Item Reference: 2020-01-2040
External Payment Reference:
2020-01-2040-608537
2020 Item: 2040
Balance due: 0.00
Balance unpaid: 0.00

CASE COSTS

Principal	33.40
Interest	0.00

SPECIAL MASTER

Principal	4,900.00
Interest	0.00

Payment Id: 211560

4,933.40

GENERAL BILLING

S C GAY PROPERTIES, LLC
External Item Reference: 2021-01-4459
External Payment Reference:
2021-01-4459-608538
2021 Item: 4459
Balance due: 0.00
Balance unpaid: 0.00

CASE COSTS

Principal	38.50
Interest	0.00

Payment Id: 211561

38.50

Subtotal	4,971.90
Total	4,971.90

CHECK	4,971.90
Check Number 1127	

Change due 0.00

Paid by: S C GAY PROPERTIES, LLC





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: April 20, 2021

Subject: Cavalier Aviation FBO Certification - Category 4

Commission Goal: N/A

Introduction

This is a resolution authorizing Fixed Base Operator (FBO) Category 4 status for Cavalier Aviation, Inc. at the Ormond Beach Municipal Airport.

Background

Cavalier Aviation, Inc. (CA) is a Florida Corporation located at 88 Hangar Way in Ormond Beach (FEI/EIN: 59-2904364). CA currently owns and occupies five thousand two hundred (5,200) square feet of hangar and office space at the airport. CA is applying for FBO Category 4 status because the company intends to function as an aircraft sales operation within North America. Staff communicated with the applicant, Mr. Douglas Shinn, and other officers of the company in order to assess the ability of CA to meet the financial and technical ability requirements for FBO Category 4.

CA has been a tenant at the airport since 1995 and has built out the interior of their hangar facility to create an aircraft sales display area and office. The hangar also has an approved restroom. Mr. Shinn is a qualified and experienced aviator, as are the other corporate officers. Mr. Shinn holds a private pilot's license with land and sea endorsements and is also instrument rated. CA is an FAA Registered Aircraft Dealer.

Discussion

Ormond Beach City Code requires the following for Category 4 FBO status:

Sec. 3.3-63. - Category 4: Aircraft sales.

Fixed base operators in this category shall:

- 1) Have available a certified and currently airworthy aircraft for sale;
- 2) Have a minimum of one (1) fully qualified demonstrator pilot employed with current and appropriate pilot and medical certificates; and
- 3) Lease or provide, under terms acceptable to the city, for this exclusive use a

minimum of two hundred (200) square feet of office space.
(Ord. No. 93-50, § 2, 11-3-93)

In addition to the items listed above, the City Code further states that a fixed base operator must meet the following minimum standards:

- Execution of a written lease for not less than three (3) years; and
- Technical and financial ability to perform the proposed services before any lease of airport property for such an operation shall be executed.

A copy of the ground lease agreement between the City and Cavalier Aviation, Inc. for the airport parcel at 88 Hangar Way is included with the FBO application. Copies of the most current annual report, financial statement and pilot qualifications are also included with the application.

The corporate records and financial data provided for CA, coupled with the hangar facility, the applicant's history of timely lease payments to the City since 1995 and the demonstrated technical ability of the applicant, support an assessment that the applicant has met the minimum standards and is capable of proceeding with FBO 4 operations, as presented.

In accordance with Section 3.3-48 of the Code of Ordinances, the Airport Manager has determined that CA meets all of the requirements for FBO Category 4 for their intended use of that designation.

Citizen Impact

Approval of this FBO request will permit an Ormond Beach based business to begin aircraft sales operations at the airport. Such business endeavors support job creation and tax revenue generation for the community.

Budget Impact

Approval of this FBO request will have no budgetary impact, as CA already controls the required hangar space at the airport.

Recommendation

Staff recommends approval of the attached Resolution authorizing Fixed Base Operator Category 4 status for Cavalier Aviation, Inc.

Attachments:

- 21-74 Airport - FBO Certification (P21-0033G) (PDF)
- FBO 4 Application (PDF)
- Pilot Qualifications (PDF)

- FAA Aircraft Dealer Registration Certificate (PDF)
- Ground Lease Agreement - 88 Hangar Way (PDF)
- Financial Statement (PDF)
- FL Annual Resale Certificate for Sales Tax (PDF)
- 2020 Annual Report (PDF)
- Floor Plan Sketch (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/8/2021


Claire Whitley, Assistant City Manager 4/12/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 4/14/2021

RESOLUTION NO. 2021-74

A RESOLUTION APPROVING THE APPLICATION OF CAVALIER AVIATION, INC TO PROVIDE SERVICES AS A CATEGORY FOUR FIXED BASE OPERATOR AT THE ORMOND BEACH MUNICIPAL AIRPORT; ESTABLISHING CONDITIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Cavalier Aviation, Inc is a Florida Corporation located at the Ormond Beach Municipal Airport, 88 Hangar Way in Ormond Beach, and

WHEREAS, Cavalier Aviation, Inc submitted an application to provide services as a “fixed base operator” in Category 4, as set forth in Chapter 3.3-63, Article IV, Division 2, *Code of Ordinances*, and

WHEREAS, the Airport Manager has determined that all requirements have been met and recommends approval of the application, and

WHEREAS, the City Commission concurs with the recommendation of the Airport Manager, now therefore,

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

SECTION ONE. The application of Cavalier Aviation, Inc, to establish an operation at the Airport as a “fixed base operator” in Category 4 (Aircraft sales), is hereby approved.

SECTION TWO. Cavalier Aviation, Inc shall fully comply with all applicable provisions of Chapter 3.3, *Code of Ordinances*, specifically including section 3.3-63 thereof, as the same presently exists or may after be amended.

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

APPROVED AND AUTHENTICATED this 20th day of April, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk



**APPLICATION FOR
FIXED BASE OPERATOR STATUS
AT
ORMOND BEACH MUNICIPAL AIRPORT**

APPLICANT INFORMATION:

Company Name: Cavalier Aviation, Inc.

Address: 88 Hangar Way
Ormond Beach, FL 32174

Telephone No.: (386) 259 - 0093 FAX No.: ()

Name & Title of Principals in Company:

Larry Stout PD
Terence Perkins SD
Douglas Shinn TD

FIXED BASE OPERATOR CATEGORY BEING APPLIED FOR:

- ☐ Category 1: Sale of aviation & petroleum products & ramp services
- ☐ Category 2: Flight instruction & aircraft rental
- ☐ Category 3: Air taxi operators and charter
- ☒ Category 4: Aircraft sales
- ☐ Category 5: Aircraft, engine, propeller & accessory maintenance
- ☐ Category 6: Radio & instrument repair service
- ☐ Category 7: Airship Operations
- ☐ Category 8: Specialized Aviation Service Operation

GENERAL REQUIRED INFORMATION:

- ☒ Attach copy of written lease for airport property (at least three (3) Years)
ON FILE W/ CITY
- ☒ Attach dimensional floor plan for hangar area, showing usages/areas required for requested category(ies)
- ☒ Attach statement as to applicants "technical" ability to perform the proposed services, and copies of any licenses or certifications as appropriate
- ☒ Attach copies of applicant's financial statements for past three (3) years & projected financial statements for future two (2) years

DETAILED INFORMATION (provide only for the categories being requested):

Category 1: Sale of aviation & petroleum products & ramp services -

- ___ Does applicant's facility at airport provide for 1,350 sq. ft. of adequately lighted & environmentally controlled space to provide a separately enclosed waiting room, a pilot lounge and/or a conference room, with telephone service to flight service?
- ___ Does applicant's facility provide a public telephone & sanitary public restrooms?
- ___ Will pilot supplies be available for purchase?
- ___ Attach a statement demonstrating the applicant's capability to perform minor aircraft repairs and ability to perform annual inspections.
- ___ Does the applicant's facility at airport provide for a minimum of 3,500 sq. ft. of shop and hangar space as a repair station?
- ___ Does the applicant's facility at airport provide for storage of fuel in aboveground tanks to provide and maintain an adequate supply for each grade of aviation fuel usually required for aircraft using the airport?
- ___ Does the applicant's facility at airport maintain pumping equipment meeting all applicable safety requirements with reliable metering devices subject to independent inspection with a pumping efficiency capable of servicing all aircraft normally using the airport?

- _____ Will the applicant have personnel on full-time duty during normal business hours of 8:00 a.m. to 8:00 p.m. seven (7) days per week and also available on thirty (30) minutes call during other hours?
- _____ Will the applicant utilize a city assigned ramp tie-down area for a minimum of five (5) transient aircraft; tie-down lines shall be provided and personnel and equipment shall be available to efficiently and safely move and park aircraft?
- _____ Will the applicant provide for equipment to safely remove disabled aircraft from public landing areas as soon as permitted by authorities, with such removal being at the owner's expense (and the applicant shall exercise due care and diligence in the removal)?

Category 2: Flight instruction & aircraft rental

- _____ Will applicant have available on a full-time basis a minimum of one (1) currently certified instructor pilot?
- _____ Will applicant provide, and at all times maintain, an aircraft currently certified and continuously airworthy, and owned or leased by and under the exclusive control of the applicant?
- _____ Will applicant's facility at the airport provide 500 sq. ft. for the exclusive use of a separated classroom and office space?
- _____ Will applicant's facility at the airport provide a public telephone and sanitary public restroom?
- _____ Will applicant ensure that personnel operating rental equipment obtained from the applicant possess appropriate and current approved Federal Aviation Administration pilot and medical certificates?

Category 3: Air taxi operators and charter

- _____ Will applicant have available on a full-time employment basis a minimum of one (1) properly certified pilot with current commercial and instrument ratings and comply with all Federal Aviation Regulations to applicable air taxi operations?
- _____ Will applicant's facility at airport provide 800 sq. ft. for the exclusive use of a passenger shelter?

- ___ Will applicant's facility at the airport provide a public telephone and sanitary public restroom?
- ___ Will applicant provide, and at all times maintain, an aircraft currently certified and continuously airworthy, and owned or leased by and under the exclusive control of the applicant?
- ___ Is applicant properly certified by the Federal Aviation Administration for air charter and air taxi service?

Category 4: Aircraft sales

- ✓ ___ Will applicant always have available a certified and currently airworthy aircraft for sale?
- ✓ ___ Will applicant have a minimum of one (1) full qualified demonstrator pilot employed with current and appropriate pilot and medical certificates from the Federal Aviation Administration?
- ✓ ___ Will applicant's facility at the airport provide 200 sq. ft. of exclusive use space as an office for aircraft sales?

Category 5: aircraft, engine, propeller and accessory maintenance

- ___ Will applicant's facility at the airport provide 3,000 sq. ft. of exclusive use space as a hangar, shop, and storage space?
- ___ Will applicant furnish facilities and equipment for airframe and power plant repairs with at least one (1) A&P mechanic duly certified by the Federal Aviation Administration, and such other personnel as may be necessary (such airframe and power plant repairs shall include facilities for both major and minor repair of aircraft and engines used in private aviation)?
Attach statement indicating estimated number of employees and any certifications.
- ___ Attach statement demonstrating the applicant's ability to, and assume responsibility for, promptly removing from the public landing area as soon as permitted by the appropriate authorities, any disabled aircraft.

Category 6: Radio & instrument repair service

- ___ Will applicant's facility at the airport provide 400 sq. ft. of exclusive use space as a shop and storage area?

- _____ Will applicant have available on a normal full-time basis Federal Aviation Administration certified technicians in the field of aircraft electronic and/or aircraft instruments with proper Federal Communications Commission licenses to conduct complete aircraft transmitter, receiver and antenna repair?
- _____ Will applicant provide satisfactory arrangements for storage of aircraft being worked on?

Category 7: Airship Operations

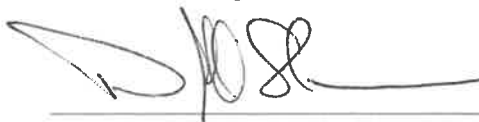
- _____ Will applicant's facility at the airport provide 25,000 sq. ft. of exclusive use space as a hangar, shop, and storage area?
- _____ Will applicant have available on a full-time basis a minimum of one (1) properly certified pilot with current commercial airship ratings and comply with all Federal Aviation regulations to applicable airship operations?
- _____ Will applicant provide, and at all times maintain, an airship currently certified and continuously airworthy, owned or leased by and under the exclusive control of the applicant, properly certified for airship operations?

Category 8: Specialized Aviation Service Operation

- _____ Will applicant lease or provide, under terms acceptable to the city, for this exclusive use a facility located on the airport of appropriate size to accommodate the services being offered, be accessible to the flying public, and be marked with appropriate signage?
- _____ Will applicant employ personnel properly certified by the Federal Aviation Administration to provide and support the types of services and activities which will be offered under this category?
- _____ Will applicant make provisions to have appropriate personnel in attendance at the facility at all times during posted business hours?
- _____ Will applicant who does not have posted business hours provide for adequate means of contacting the applicant to arrange for appointments and agree to contact potential customers within not less than 24 hours of the original inquiry for service?
- _____ Will applicant provide to the Airport Manager and keep current a written statement of names, addresses, and contact information for all personnel responsible for the operation and management of the SASO?

Attach exhibits for any question requiring additional information.

The applicant does hereby certify the all of the information provided in this application is true and correct. Furthermore, the applicant does hereby certify that the proposed Fixed Base Operator operation will comply with all federal, state, county and city laws, rules, and regulations.



Applicant's Signature

Printed name: DOUGLAS SHAW
Title: TREASURER / DIRECTOR
Date: 22 OCTOBER 2020

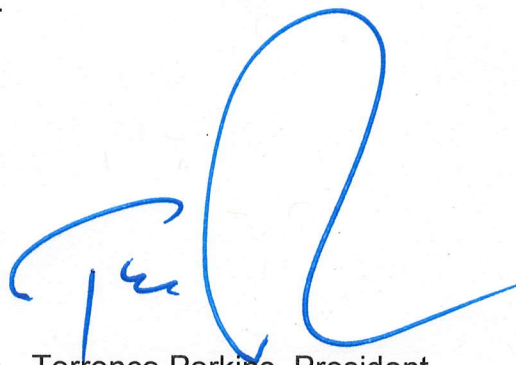
Cavalier
Aviation
Specialty Aircraft Sales

88 Hangar Way
Ormond Beach, FL 32174
386-259-0093

March 11, 2021

To all concerned parties,

Please be advised that Douglas Shinn, holding PPSEL, PPSES, instrument ratings with tailwheel, complex & high-performance endorsements, is fully qualified to act as pilot for the purpose of aircraft demonstration flights in the pursuit of aircraft sales for Cavalier Aviation, Inc.



Terrence Perkins, President

Cavalier Aviation, Inc.

Sales Demonstration pilots available-

Douglas Shinn – PSEL, PSES & complex, high performance and tailwheel endorsement

Certificate # 3199281

Terence Perkins – CMEL & complex, high performance and tailwheel endorsement
Certificate #

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION DEALER'S AIRCRAFT REGISTRATION CERTIFICATE		
DATE OF ISSUE Oct 1, 2020	DATE OF EXPIRATION Sep 30, 2021	CERTIFICATE NO. D007671
I S S U E D T O	CAVALIER AVIATION INC 677 N BEACH ST ORMOND BEACH FL 32174-4030	THIS CERTIFICATE IS VALID ONLY IN CONNECTION WITH USE OF THE AIRCRAFT UNDER SECTION 47.69 OF THE FEDERAL AVIATION REGULATIONS. (See reverse side)
	The above manufacturer or dealer has complied with Sections 47.63 and 47.65 of the Federal Aviation Regulations. This aircraft is a registered civil aircraft of the United States under 49 USC 44103 when this certificate is carried in the aircraft and the aircraft (1) is owned by the above manufacturer or dealer, and (2) is operated for a purpose permitted in Section 47.69 of the Federal Aviation Regulations.	
 Administrator		 U. S Department Of Transportation Federal Aviation Administration

AC FORM 8050-6 (5-08)

**CAVALIER AVIATION, INC.
88 Hangar Way
LEASE**

FIRST AMENDMENT TO HANGAR LEASE AGREEMENT

BY THIS FIRST AMENDMENT to that certain HANGAR LEASE AGREEMENT dated November 8, 1995 by and between the City of Ormond Beach, Florida, and Cavalier Aviation, Inc., the undersigned parties do agree as follows:

WITNESSETH:

1. That Article 5, Rental and Other Payments, Paragraph 5.2., Payment of Rentals, Paragraph 5.2.2.2., is hereby amended to hereafter read as follows:

Beginning on January 1, 2013, in addition to the annual C.P.I. adjustment of the rental payment herein required, the annual rent shall be subject to review and a valuation adjustment every ten years such that the rental payment beginning on January 1, 2013 and every ten years thereafter shall be ten percent (10%) of the appraised value, plus applicable sales tax subject thereto. Such valuation adjustment shall be based upon a reappraisal. The appraisal shall be based on the fair market value of the land, excluding any improvements constructed by the Tenant but including the value of any improvements on the property that the City has constructed and taking into account any restriction on use of the property imposed under the terms of this Lease, or by any governmental authority or agency having jurisdiction over the property and its use. In 2012 the City shall obtain an appraisal at its sole cost and expense for purposes of the initial valuation adjustment and thereafter shall obtain a reappraisal every ten (10) years. The Tenant shall have thirty (30) days from the delivery of the City's appraisal report to notify the City in writing whether it accepts the valuation or desires to obtain its own appraisal at its sole cost and expense. If the Tenant does not advise the City within said thirty (30) day period that it does not accept the appraisal report, said report will be deemed to be accepted by the Tenant and rent will be charged accordingly. If the Tenant obtains its own appraisal and if the two (2) appraisals are within ten percent (10%) of each other, the value will be deemed to be the average of the two (2) appraisals. If the two (2) appraisals are more than ten percent (10%) apart, then the two (2) appraisers will negotiate an acceptable third appraiser, whose appraisal cost will be split equally by the City and the Tenant, who shall value the property at a value which will be no less than the lowest of the two (2) appraisals and no more than the highest appraisal, and which value shall be final and binding on the parties. All appraisals shall be performed by MAI certified appraisers, experienced in the area of airport land appraisals and guided by recognized appraisal standards of the Society of Real Estate Appraisers and standards implemented by the FAA and FDOT relative to airport property.

2. That all remaining provisions of the said Hangar Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have caused this
Amendment to be signed on the dates indicated hereinbelow.

DATED this 16th day of October, 2007.

Witnesses:

CITY OF ORMOND BEACH

Lois Jowey
Name: Lois Jowey

By: Fred Costello
FRED COSTELLO
Mayor

Jo-Anne Anderson
Name: JO-ANNE ANDERSON

Attest: Isaac D. Turner
ISAAC D. TURNER
City Manager

STATE OF FLORIDA }

}

COUNTY OF VOLUSIA }

Sworn to and subscribed before me this 16th day of October, 2007, by **Fred Costello**, Mayor for the City of Ormond Beach, who is (check one) ☒ personally known to me or ☒ who has presented n/p as identification and by **Isaac D. Turner**, City Manager for the City of Ormond Beach, who is (check one) ☒ personally known to me or ☒ who has presented n/p as identification.

(SEAL)

Veronica Patterson
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
 **Veronica Patterson**
Commission # DD413444
Expires: MAY 12, 2009
Bonded Thru Atlantic Bonding Co., Inc.

DATED this 2 day of October, 2007.

CAVALIER AVIATION, INC.

Witnesses:

Jacqueline S. Berry
Print Name: Jacqueline S. Berry

Michelle Ward
Print Name: Michelle Ward

By: [Signature]
President

Attest: [Signature]
Secretary

Jacqueline S. Berry
Print Name: Jacqueline S. Berry

Michelle Ward
Print Name: Michelle Ward

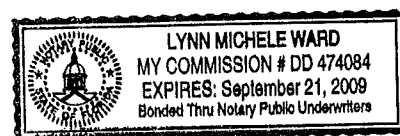
STATE OF FLORIDA }

COUNTY OF VOLUSIA }

Sworn to and subscribed before me this 2nd day of October 2007, by
Terence R. Perkins, as President of Cavalier Aviation, Inc., who is
(check one) personally known to me or who has presented
as identification and
Larry Stout, as Secretary of Cavalier Aviation, Inc., who is (check
one) personally known to me or who has presented
as identification.

(SEAL)

Lynn Michele Ward
Notary Public



MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made as of this 8th day of November, 1995, by and between the CITY OF ORMOND BEACH, a Florida municipal corporation under the laws of the State of Florida, hereafter referred to as "the City", and CAVALIER AVIATION, INC., a Florida corporation, hereafter referred to as "the Tenant".

W I T N E S S E T H:

1. The City and the Tenant have entered into that certain written Hangar Lease Agreement dated as of November 8, 1995 (the "Lease"), concerning certain real property located in Volusia County, Florida, which property is more particularly described on Exhibit A attached hereto and incorporated herein, whereby, for good and adequate consideration, the City leases to the Tenant and the Tenant takes from the City the aforescribed real property, upon the rents, terms, covenants, and conditions therein contained, which Lease is made a part hereof for all purposes as if fully set forth herein.

2. The term of the Lease is thirty (30) years, commencing as set forth therein and is subject to the Tenant's option to extend the term as therein contained.

3. The City's interest in the property described in Exhibit A attached hereto is not subject to liens for improvements made by the Tenant to or upon the real property affected by the Lease, and such liability is expressly prohibited as contemplated by Section 713.10 of the Florida Statutes.

4. This Memorandum of Lease Agreement is not a complete summary of the Lease and the provisions hereof shall not be used in interpreting provisions contained in the Lease. In the event of conflict between this Memorandum of Lease Agreement and the provisions of the Lease, the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease Agreement as of the date first above written.

WITNESSES:

CITY OF ORMOND BEACH, a Florida
municipal corporation

Martin A. Maxwell
PRINT: MARTIN A. MAXWELL

BY:

Dave Hood
DAVE HOOD
Mayor

Loretta N. Moisio
PRINT: LORETTA N. MOISIO
As to City of Ormond Beach

ATTEST:

Eugene Miller
EUGENE MILLER
City Manager

Susan D. Price
PRINT: SUSAN D. PRICE

(CITY SEAL)
CAVALIER AVIATION, INC.

BY:

Terence R. Perkins
TERENCE R. PERKINS
President

Teresa M. Barrett
PRINT: TERESA M. BARRETT
As to Tenant

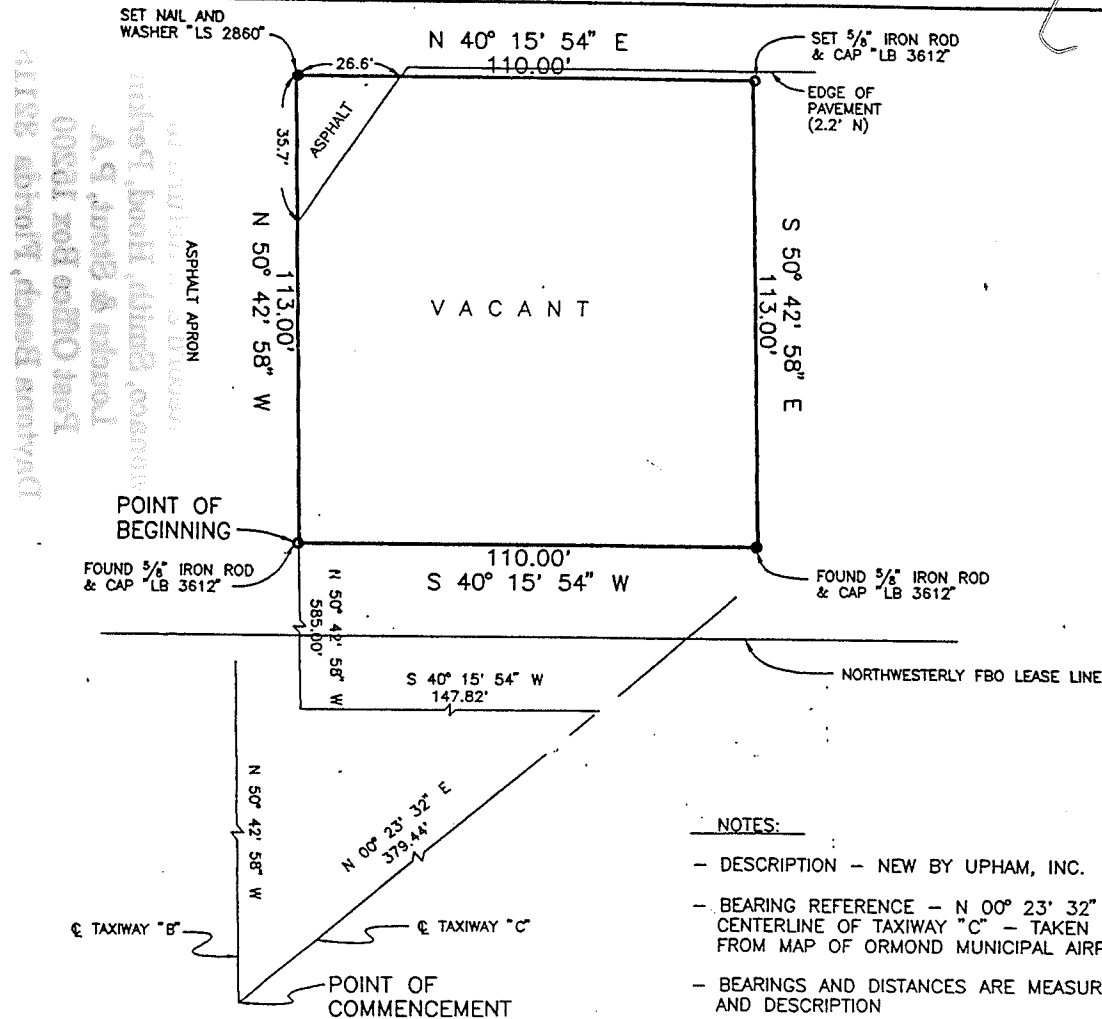
Attest:

Jerry L. Waikins
JERRY L. WAIKINS
Secretary

(CORPORATE SEAL)

Diane M. Matousek
Volusia County, Clerk of Court

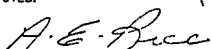
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LEGAL DESCRIPTION:
A PORTION OF SECTIONS 7 AND 44, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF TAXIWAY "B" AND "C", SAID TAXIWAY "B" HAVING A BEARING OF N 50° 42' 58" W AND SAID TAXIWAY "C" HAVING A BEARING OF N 00° 23' 32" E AT THE ORMOND BEACH MUNICIPAL AIRPORT; THENCE N 00° 23' 32" E ALONG THE SAID CENTERLINE OF TAXIWAY "C" A DISTANCE OF 379.44 FEET TO THE NORTHWESTERLY EDGE OF AN ASPHALT PAVED APRON; THENCE S 40° 15' 54" W ALONG SAID APRON EDGE A DISTANCE OF 147.82 FEET TO THE NORTHEASTERLY EDGE OF AN ASPHALT PAVED APRON; THENCE N 50° 42' 58" W ALONG SAID APRON EDGE A DISTANCE OF 585.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 50° 42' 58" W ALONG SAID APRON EDGE A DISTANCE OF 113.00 FEET; THENCE N 40° 15' 54" E A DISTANCE OF 110.00 FEET; THENCE S 50° 42' 58" E A DISTANCE OF 113.00 FEET; THENCE S 40° 15' 54" W A DISTANCE OF 110.00 FEET TO THE NORTHEASTERLY EDGE OF SAID ASPHALT APRON AND THE POINT OF BEGINNING, CONTAINING 0.285 ACRES, MORE OR LESS.

NOTES:

- DESCRIPTION - NEW BY UPHAM, INC.
- BEARING REFERENCE - N 00° 23' 32" E - CENTERLINE OF TAXIWAY "C" - TAKEN FROM MAP OF ORMOND MUNICIPAL AIRPORT
- BEARINGS AND DISTANCES ARE MEASURED AND DESCRIPTION

CERTIFIED TO: - CITY OF ORMOND BEACH		NOI 950348	FLOOD PLANE CERTIFICATION ACCORDING TO THE FIRM/ MAP, COMMUNITY-PANEL NUMBER: DATED _____ THE PROPERTY APPEARS TO BE FLOOD ZONES _____ AND _____, AND THE BASE 100 YEAR FLOOD ELEVATION IS _____ MEAN SEA LEVEL	TYPE OF SURVEY: BOUNDARY	
OFFICE WORK BY: B C J DATE: 10/9/95		DRAWING FILE NAME: 09606	THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 21 HH-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.		 Upham, Inc. Organization of Engineers & Surveyors 265 KENILWORTH AVENUE POST OFFICE BOX 1105 ORMOND BEACH, FL 32174 (904)672-9515 FAX/673-6554
FIELD WORK BY: M C DATE: 10/4/95		SCALE: 1" = 30'	 NOT VALID UNLESS SIGNED AND STAMPED WITH EMBOSSED SEAL A. E. RICE		
			RLS NO. 2860		FILE: 0-96-06

**HANGAR LEASE AGREEMENT
ORMOND BEACH MUNICIPAL AIRPORT**

THIS HANGAR LEASE AGREEMENT is entered into this 8th day of November, 1995, by and between the CITY OF ORMOND BEACH, a Florida municipal corporation ("the City"), and CAVALIER AVIATION, INC., a Florida corporation ("the Tenant").

W I T N E S S E T H :

WHEREAS, the City is the owner and operator of the Ormond Beach Municipal Airport ("the Airport"), and

WHEREAS, within the boundaries of the Airport are located four (4) additional "Parcels" available for hangar development and designated as such on the approved Airport Layout Plan for the Airport, and

WHEREAS, the City desires to lease one (1) of the "Parcels" to the Tenant for use and development as a corporate aircraft hangar, now therefore,

THE PARTIES HERETO HEREBY COVENANT AND AGREE AS FOLLOWS:

**ARTICLE 1
Leased Premises**

The City hereby leases to the Tenant that certain parcel of real property situated at the Airport, consisting of approximately 0.24 acres, and being more particularly described and depicted on Exhibit A hereto ("the Property").

ARTICLE 2 Term

2.1. Basic Term. The Basic Term of this Hangar Lease Agreement shall be for a period of thirty (30) years commencing on January 1, 1996, and ending on December 31, 2025.

2.2. Renewal Terms. Subject to not being in default under the terms of this Hangar Lease Agreement, the Tenant is hereby granted an exclusive, first option to renew this Hangar Lease Agreement for two (2) Renewal Terms of thirty (30) consecutive years each. The exercise of the option for one or both of the Renewal Terms must be made by notifying the City Manager of the City, in writing, of the Tenant's intent to renew, which notice must be received by the City Manager at least ninety (90) days prior to the expiration of either the Basic Term or the initial Renewal Term. All existing terms and provisions including, but not limited to, Rent, shall remain in full force and effect throughout each Renewal Term for which the Tenant exercises its option.

ARTICLE 3 Rights and Obligations of the Tenant

3.1. Rights of the Tenant. The Tenant shall have the following rights, subject to the terms, covenants and conditions of this Hangar Lease Agreement:

3.1.1. Construction of Improvements. The Tenant shall have the right to construct upon the Property those structures and other site improvements as set forth on those documents comprising the final approved site plan, as approved by

the City's Site Plan Review Committee, which final approved site plan is incorporated herein by reference.

3.1.2. Permitted Uses and Structures. The Tenant shall be permitted to use the Property and the aforescribed improvements to be constructed thereon in a manner strictly consistent with the operations of the Airport. Except for work performed on the Tenant's aircraft by the Tenant's employees, all aircraft fueling and maintenance shall be performed solely at the business premises of a Fixed Base Operator doing business on the Airport, or at a duly-licensed location off of the Airport. Any and all use of the Airport by the Tenant, outside of the Property, shall be in strict compliance with all applicable fee schedules and other regulations, rules or policies duly adopted by the City. The Tenant will make no unlawful or non-aviation-related use of the Property and will strictly comply with all laws governing the operation of the Airport.

3.1.3. Hours of Operation. The Tenant's hours of operation shall be subject to all applicable laws, but shall otherwise be at the sole discretion of the Tenant.

3.1.4. Quiet Enjoyment. The City represents that it is the owner of the Property, and that the Property is free of all encumbrances other than those set forth in the Quitclaim Deed to the Airport, a copy of which is attached hereto and incorporated herein by reference, and that the Tenant shall have the right of quiet enjoyment and peaceful possession of the Property during the term of the Hangar Lease Agreement.

3.1.5. Encumbering Leasehold Estate. The Tenant shall have the right to mortgage, pledge, secure or otherwise encumber its leasehold interest created by this Hangar Lease Agreement. The holder of a mortgage, pledge, security interest or other encumbrance upon the Tenant's leasehold interest shall have the same rights and benefits of the Tenant to the extent the Tenant may grant or convey them, provided that the City is first given notice of such mortgage, pledge, security interest or other encumbrance, and the City's governing body consents to, or acknowledges, the same, which consent or acknowledgement will not be unreasonably withheld. No mortgage, pledge, security interest or other encumbrance upon the Tenant's leasehold interest shall extend beyond the term of this Hangar Lease Agreement.

The City agrees that it will, upon approval by its governing body and the reasonable request of the Tenant, execute and deliver its consent or acknowledgement (as may be requested from time to time) to the holder of a mortgage, pledge, security interest or other encumbrance of the Tenant's leasehold interest to

accommodate the Tenant in obtaining financing for the development and construction of the structures and improvements contemplated herein, provided that this provision will not be deemed to require the City to join in the obligation and, provided further, that no such consent or acknowledgement will in any manner extend the obligation or liability of the City under the present terms of this Hangar Lease Agreement.

In the event the Tenant mortgages, pledges, secures, or otherwise encumbers its leasehold interest in compliance herewith, then so long as any such mortgage, pledge, security interest, or other encumbrance remains unsatisfied, the following provisions shall apply:

3.1.5.1. The City, upon serving any Notice of Default upon the Tenant, in accordance with the terms of this Hangar Lease Agreement, shall also serve a copy of such Notice upon the holder of such mortgage, pledge, security interest or other encumbrance, at the last address provided to the City by the holder of such mortgage, pledge, security interest or other encumbrance.

3.1.5.2. In the event the Tenant becomes in default under the terms of this Hangar Lease Agreement, the holder of any such mortgage, pledge, security interest or other encumbrance shall have the right to remedy such default, or cause the same to be remedied, within any applicable specified time period set forth in this Hangar Lease Agreement, and the City shall accept such performance by or at the instance of such holder as if the same had been remedied or performed by the Tenant.

3.1.5.3. For the purposes of this Article, no event of default shall be deemed to exist, under the terms of this Hangar Lease Agreement, with respect to the performance or work required to be performed, or of acts to be done, or of conditions to be remedied, so long as the Tenant shall have taken good faith steps to perform, do, or remedy the same, within any applicable specified time period set forth in this Hangar Lease Agreement, and the same are completed with due diligence and continuity as provided in this Hangar Lease Agreement.

3.1.6. Rights to Improvements Upon Termination.

The Tenant shall have the right to remove any and all nonpermanent structures, equipment, fixtures, and personal property installed or placed by it, at its expense, on the Property, so long as such removal can be accomplished without damage to the remaining property. All permanent improvements on the Property, including buildings and utilities and other appurtenances are the property of the Tenant, but shall become the property of the City upon the termination of this Hangar Lease Agreement, without further action by the City.

3.1.7. Access to Airport. The Tenant and its officers, agents, employees, contractors, and authorized visitors, shall at all times be granted aircraft and, subject to Article II, Chapter 3.3, **Code of Ordinances**, vehicular access to the Property by way of appropriate taxilanes as shown on the approved Airport Layout Plan, as the same now exists or may hereafter be amended,

sufficient for full utilization of the improvements to be constructed by the Tenant at no additional cost or expense, save and except for the rental payments hereafter set forth. In the event the City moves or alters taxilanes in the future, in a manner which effectively precludes access to the Property from either the Airpark or the Airport, any additional expense or cost necessarily incurred by the Tenant to provide access for full utilization of the improvements to be constructed shall be reimbursed to the Tenant within ninety (90) days after the Tenant submits invoices for the expenses or costs so incurred.

3.1.8. Right to Assign and Sublet. Except as provided herein, the Tenant shall not assign, hypothecate, or otherwise transfer its interest in this Hangar Lease Agreement and the estate created by this Hangar Lease Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

3.1.8.1. In the event of an assignment of this Hangar Lease Agreement by the Tenant, the Property will be used only for the purposes permitted under this Hangar Lease Agreement.

3.1.8.2. For the purposes of this paragraph, the sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Tenant which shall result in changing the control of the Tenant, shall be construed as an assignment of this Hangar Lease Agreement.

Control, in provisions of this Hangar Lease Agreement relating to assignment, means 50% or more of the voting power of the Tenant. Neither a transfer of stock that does not result in a change in control of the Tenant, nor a devolution by will or otherwise on death, nor transfer to a member or members of the family of any stockholder, nor transfer to a personal representative on death or incompetence, shall constitute an assignment under this Hangar Lease Agreement.

3.1.8.3. The Tenant shall have the right to sublet all of the Property or any part thereof or the improvements thereon or both to any individual or entity, for purposes related or beneficial to the operation and maintenance of the Property, provided the following provisions are complied with:

3.1.8.3.1. The Tenant shall not let nor sublet all or any part of the Property, or improvements thereon, to any individual or entity without first obtaining the written consent of the City, which consent shall not be unreasonably withheld. Recognizing that it is to the mutual benefit of the City and the Tenant that the Airport acquire and maintain a positive community image, the City shall have the right to withhold such consent with respect to any prospective sublessee whose business operations or practices are deemed by the City to be contrary to the ordinances or policies of the City of Ormond Beach. Should the City consent to the sublease of all or any part of the Property, the Tenant does hereby guarantee payment of the rental payments herein reserved and agrees that no sublease agreement entered in accordance herewith shall release or relieve the Tenant from its obligations under this Hangar Lease Agreement.

3.1.8.3.2. The length of the term of any sublease shall not exceed the Term of this Hangar Lease Agreement and any extensions thereof. Each sublease shall contain a provision, satisfactory to the City, requiring the sublessee to attorn to the City if the Tenant defaults under this Hangar Lease Agreement.

3.2. Obligations of the Tenant. The Tenant shall be required to comply with the following obligations, subject to the terms, covenants and conditions of this Hangar Lease Agreement:

3.2.1. Construction and Maintenance of Improvements.

3.2.1.1. The Tenant shall have the obligation to construct upon the Property those structures and other site improvements as set forth on those documents comprising the final approved site plan, as approved by the City's Site Plan Review Committee, which final approved site plan is incorporated herein by reference.

3.2.1.2. Before commencing construction of any of the specified structures or other on-site and off-site improvements, the Tenant shall execute, record in the public records of Volusia County, Florida, and deliver to the City a payment and performance bond with a surety insurer authorized to do business in Florida as a surety. The bond shall be consistent, both in form and content, with the provisions of Section 255.05,

Florida Statutes, as the same shall exist on the date of execution of this Hangar Lease Agreement.

3.2.1.3. The Tenant will notify the City in writing of the Tenant's intent to commence construction of any or all of the specified structures or other on-site or off-site improvements. Such notice shall be provided at least five (5) business days prior to the commencement of such construction or the delivery of any material. The Notice shall specify the specific location and nature of the proposed structures and/or improvements. The City shall have the right to inspect the Property with respect to any construction work on the Property at any time.

3.2.1.4. The Tenant shall deliver to the City certificates of insurance evidencing coverage for "builders' risk," and coverage for workers' compensation insurance covering all persons employed in relation to any work conducted on the Property and with respect to whom death or bodily injury claims could be assessed against the City, the Property, or both. The Tenant shall maintain and keep in force, and pay all premiums required to maintain and keep in force such insurance at all times during which such work is in progress.

3.2.1.5. The Tenant shall be solely responsible for determining the condition of the soil, subsoil, subsurface, and all other conditions of the Property. The City agrees to make available to the Tenant any and all reports relative

thereto which it may have in its possession at the time of execution of this Hangar Lease Agreement.

3.2.1.6. The Tenant may grant to public entities, public service corporations, or other third parties, rights-of-way or easements upon, over, under, and across the Property for purposes of installing and maintaining utilities serving the Property such as telephone, television, electricity, water, sanitary and storm sewers, and for other purposes which are deemed necessary or desirable by the Tenant for the development, operation, or maintenance of the Property, provided that the City has previously approved the location for such rights-of-way or easements, which approval shall not be unreasonably withheld. The City shall join with the Tenant in granting all such easements.

3.2.1.7. Once construction of the structures and/or improvements commences, the Tenant will, with all due diligence, prosecute such construction to completion. All work shall be performed in a good and workmanlike manner, and shall substantially comply with the final plans and specifications approved by the City. The Tenant shall, from time to time, provide the City with reports describing the progress of construction. Upon substantial completion of the structures and improvements, the Tenant will notify the City in writing of such completion.

3.2.1.8. The Tenant will pay or cause to be paid the total cost and expense of the construction of the structures and improvements, including without limitation all

impact fees associated with the development, construction and operation of the Property. The Tenant may apply to the City for a credit against applicable impact fees for off-site work performed by the Tenant on behalf of the City. Any such application will be given due consideration under the terms of all applicable ordinances. Payment of such costs and expenses, or any part thereof, by the Tenant shall not be construed as rent payable hereunder. The Tenant shall not suffer or permit to be enforced against the Airport or the Property, or any part of either, any mechanic's, materialman's, contractor's, or subcontractor's lien arising from the work. However, the Tenant may in good faith and at its own expense contest the validity of any such asserted lien, claim, or demand, provided it has furnished the bond required by applicable law. The Tenant shall hold harmless and indemnify the City against all liability and loss of any type arising out of any work performed on the Property or elsewhere on the Airport by the Tenant, together with reasonable attorney's fees and all costs and expenses incurred by the City in negotiating, settling, defending, or otherwise protecting against such claims. The City's interest in the Property is not subject to liens resulting or arising in connection with improvements made by the Tenant upon the Property, and such liability is expressly prohibited as contemplated by Section 713.10 of the Florida Statutes. The Tenant shall cause a Memorandum of this Hangar Lease Agreement expressly prohibiting such liability to be filed in the public records of Volusia County,

Florida, in the form attached hereto and incorporated herein by reference.

3.2.1.9. If the Tenant does not cause to be recorded the bond described under Section 713.23 of the Florida Statutes, or otherwise protect the Property and the Airport under any alternative or successor statute, and final judgment is rendered against the Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's claim, and if the Tenant fails to stay the execution of the judgment by lawful means or pay the judgment, the City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent execution of any such judgment or lien or both. The Tenant shall reimburse the City for all sums paid by the City under this section, together with reasonable attorney's fees and costs incurred by the City.

3.2.1.10. During construction of the structures and improvements, the Tenant shall give the City written notice of any material changes in the final plans and specifications approved by the City, prior to incorporating the changes into the construction of such improvements. The City acknowledges that it is common practice in the construction industry to make minor technical changes during the course of construction on substantial projects. Changes that do not materially alter the final plans and specifications previously approved by the City do not constitute a breach of the Tenant's

obligations under this Hangar Lease Agreement. Upon completion of the structures and improvements, the Tenant shall furnish the City with "as built" drawings of such structures and improvements showing all changes in the final plans and specifications made during the course of construction.

3.2.1.11. The Tenant shall, throughout the term of this Hangar Lease Agreement and any extensions thereof, at its own cost and expense, keep and maintain the Property, including all structures and improvements of every kind which may be a part thereof, and all appurtenances thereto or hereafter constructed thereon, in sanitary condition and good repair and, unless otherwise provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. The City shall not be obligated during the term of this Hangar Lease Agreement or any extension thereof, to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the Property or any structures or improvements thereof.

3.2.2. Taxes, Assessments and Other Charges.

The Tenant shall pay all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever, levied against the Property, against the structures or other improvements, or against the leasehold estate, or all or some thereof. The Tenant shall further pay the full cost of all utilities and other charges incurred in the operation, maintenance, use and occupancy

of the Property. All payments required by this paragraph shall be promptly made on or before the date due. The Tenant shall have the right, at its expense and in good faith, to contest any such taxes, assessments and other charges in the manner allowed by law. The Tenant shall furnish to the City receipts or other appropriate evidence of payment of all taxes, assessments and other charges payable by the Tenant.

3.2.3. Insurance and Indemnification.

3.2.3.1. Insurance - General. Through out the term of this Hangar Lease Agreement and any extension thereof, at the Tenant's sole cost and expense, the Tenant shall keep or cause to be kept insured all structures located on or appurtenant to the Property and their contents against loss or damage by fire and such other risks as are now or hereinafter included in an extended coverage insurance policy, including vandalism and malicious mischief, in common with respect to similar facilities. The amount of insurance shall be sufficient to prevent either the City or the Tenant from becoming a co-insurer under the provisions of such insurance policies, but in no event shall the amount be less than one hundred (100%) percent of the actual replacement cost of all structures (herein called the "Full Insurable Value"). The City shall not carry any insurance the effect of which would be to reduce the protection or payment to the Tenant under any insurance that this Hangar Lease Agreement obligates the Tenant to carry. The Full Insurable Value of insured

structures shall be determined by agreement. If any dispute as to the Full Insurable Value cannot be resolved by agreement, the City may, but not more often than once every twelve months, request the carrier of the insurance to determine the Full Insurable Value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purpose of this paragraph. The Tenant may include the holder of any mortgage on the leasehold as a loss payee under such insurance.

3.2.3.1.1. **Proceeds of Fire and Extended Coverage Insurance.** The City shall, at the Tenant's cost and expense, cooperate fully with the Tenant to obtain the largest possible recovery in the event of a casualty, and all policies of fire and extended coverage insurance required by Paragraph 3.2.3.1 shall provide that the proceeds shall be paid to the Tenant to be held in trust for the purpose of repairing or reconstructing damaged or destroyed improvements. Any insurance proceeds remaining after complying with the provisions of this Hangar Lease Agreement relating to maintenance, repair, and reconstruction of improvements shall be the Tenant's sole property.

3.2.3.1.2. **Damage or Destruction of Improvements.** The Tenant shall promptly notify the City of any fire or other casualty occurring on the Property which causes substantial damage or destruction to improvements located thereon. In the event any structure or other improvement on the Property is damaged or destroyed by such a casualty, the Tenant

shall be obligated to restore such structure or other improvement to a condition comparable to that which existed prior to such casualty, at its sole cost and expense. Insurance proceeds resulting from a casualty shall be first devoted to the repair or reconstruction of any damage caused by such casualty. The damage or destruction of any structure or other improvement located upon the Property shall not release the Tenant from any obligation to the City hereunder, except that rental payments payable under this Hangar Lease Agreement may be reasonably abated during any period that damage, repairs, or reconstruction prevents the Tenant from utilizing the Property or any substantial portion thereof.

3.2.3.1.3. Builder's Risk

Coverage. Before commencement of any construction, the Tenant shall procure and shall maintain in force until completion and acceptance of the work, "all risk" builder's risk insurance, including vandalism and malicious mischief, in a form and with a company reasonably acceptable to the City, covering improvements in place and all materials and equipment at the job site furnished under contract, but excluding contractors, subcontractors, and construction manager's tools and equipment and property owned by contractors' or subcontractors' employees.

3.2.3.1.4. Liability

Insurance. Throughout the term of this Hangar Lease Agreement and any extension thereof, at the Tenant's sole cost and expense, the Tenant shall keep or cause to be kept in force, for the mutual

benefit of the City and the Tenant, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, or condition of the Property, improvements thereon, or adjoining areas, providing protection of at least \$1,000,000 for any one accident or occurrence for death or bodily injury and at least \$250,000 per accident or occurrence for property damage. This protection is to specifically include coverage for contractual liability, including obligations outlined in this Hangar Lease Agreement. Throughout the term and extensions thereof, the Tenant shall keep or cause to be kept in force, workers' compensation insurance covering all its employees and with respect to whom death or bodily injury claims could be assessed against the City or the Property. All coverages required hereunder shall be in a form and amount consistent with the City's adopted minimum insurance requirements as the same now exist or may hereafter be amended and, in the event of any conflict between this Hangar Lease Agreement and the said requirements, the said requirements shall prevail.

3.2.3.1.5. Policy Form and Content. All insurance required by the express provisions of this Hangar Lease Agreement shall be carried only in responsible insurance companies licensed to do business in the State of Florida on an admitted basis and any insuring company is required to have a minimum financial rating of (A), Class VIII, in the latest edition of "Best's Key Rating Guide," published by A. M. Best & Co., Inc.

All such policies and certificates of insurance shall contain language, to the extent obtainable, to the effect that (1) no cancellation, non-renewal, nor reduction in coverage or other material change in the terms of the policy shall be effective unless the insurer first gives the City 60 days' prior written notice thereof (except for nonpayment of premium, which shall be 15 days), and (2) the policies are primary and not contributing with any insurance that may be carried by the City. The Tenant shall furnish the City with copies of such policies promptly upon receipt of them, or with certificates evidencing such insurance. The Tenant shall promptly replace any expired or cancelled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form. At the expiration of the lease Term and any extension thereof, provided the City desires to continue in effect the existing insurance coverages and such coverages are assignable, the City shall reimburse the Tenant pro rata for all prepaid premiums on insurance required to be maintained by this Hangar Lease Agreement, and the Tenant shall assign all its right, title, and interest in that insurance to the City. The Tenant may affect for its own account any insurance not required under this Hangar Lease Agreement. The Tenant may provide by blanket insurance covering the Property and any other location or locations any insurance required or permitted under this Hangar Lease Agreement provided it is acceptable to the Tenant's mortgagees and the City.

If the Tenant fails or refuses to procure or maintain insurance as required by this Hangar Lease Agreement or fails or refuses to furnish the City with the required proof that the insurance has been procured and is in force and paid for, the City shall have the right, at its election, and on ten (10) days' prior written notice, to procure and maintain such insurance. The premiums paid by the City shall be treated as additional Rent due from the Tenant to be paid with the next succeeding quarterly installment following the date on which such premiums were paid by the City.

3.2.3.2. Indemnification. The Tenant shall indemnify the City and hold the City harmless from and against every claim or demand with respect to bodily injury (including death), property damage, or nuisance caused or alleged to be caused by the Tenant (including the Tenant's officers, employees, agents, representatives, subtenants, and invitees) or otherwise arising out of or connected with the Tenant's use or occupancy of the Property. The Tenant shall indemnify the City and hold the City harmless from and against any fine, penalty, liability, or cost arising out of the Tenant's violation of any law, ordinance, or governmental regulation applicable to the Tenant's development, use, or occupancy of the Property or the Tenant's activities on, about, or in connection with the Property. The Tenant is not liable to the City for the correction or continuation of any violation of any law, ordinance, or governmental regulation which violation exists on the date hereof

and is not created by the Tenant. To the extent allowed by law, the City shall indemnify and hold the Tenant harmless from and against all claims which may be made against the Tenant by reason of any act or omission of the City, its employees, agents, or invitees, except that this indemnification shall not extend to protect the Tenant against the Tenant's own negligence or that of its officers, agents, employees, representatives, subtenants, and invitees.

3.2.4. Construction and Performance Standards.

In constructing any structures or other improvements on the Property, or off-site on the Airport, and in its operations on the Property and on the Airport, the Tenant shall strictly comply with all applicable provisions of federal, state, county, and municipal laws, ordinances, regulations, rules, and policies governing the Property and the Airport.

3.2.5. Non-Discrimination. The Tenant agrees and covenants:

3.2.5.1. That no person, on the basis of race, color, gender, national origin, or physical or mental disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of the structures and improvements to be constructed;

3.2.5.2. That in the construction of any structures and improvements on, over or under the Property, and the furnishing of services thereat, no person, on the basis of race,

color, gender, national origin, or physical or mental disability, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

3.2.5.3. That it will use the Property in strict compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended; and

3.2.5.4. That it will conduct its programs and operate its facilities in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and of the Americans With Disabilities Act, and will assure that no qualified disabled person shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment; the Tenant further assures that its programs will be conducted and its facilities operated in compliance with the requirements imposed by or pursuant to 49 C.F.R., Part 27.

3.2.6. Maintenance of the Property. The Tenant, at its sole expense, will cause the Property and all structures and other improvements constructed thereto to be maintained in good order and condition, normal wear and tear excepted, and will make

all necessary repairs, replacements and renewals thereof, including the interior and the exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen.

3.2.7. Permits. The Tenant shall be responsible for obtaining all licenses, permits and other authorizations necessary in order to develop and utilize the Property for the use contemplated by this Hangar Lease Agreement.

3.2.8. Alterations. The Tenant shall make no alterations or additions to the structures or improvements on the Property until after any and all necessary plans and specifications therefor have been submitted to and approved by the City. Any such alterations or additions shall become the property of the City upon the termination or cancellation of this Hangar Lease Agreement.

3.2.9. Obstruction of Airspace. The Tenant shall restrict the height of structures, objects of natural growth and other obstructions on the Property to such a height so as to strictly comply with Federal Aviation Regulations, Part 77, as the same currently exists or as may hereafter be amended.

3.2.10. Airport Interference. The Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the demised premises which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an Airport hazard.

ARTICLE 4 Rights and Obligations of the City

4.1. Rights of the City.

4.1.1. Right of Entry and Inspection. The City shall have the right to enter the Property and the structures thereon during normal business hours for the purpose of inspecting the same and for performing any and all acts with reference to the Property which the City is obligated or authorized to do as set forth herein. Unless the City determines there to be an immediate threat to life or property, the City shall give the Tenant no less than twenty-four (24) hours' written notice of its intent to enter and inspect. The notice provided by the City shall state the date and approximate time the entry and inspection is to occur. In the event of an immediate threat to life or property, the City may take such action as is reasonably necessary for the protection of persons and property located on or in the immediate vicinity of the Property.

The City shall have the right and the obligation for its own benefit, for the benefit of the Tenant, or for the benefit of other tenants or persons using the Airport, to maintain existing utility, mechanical, electrical and other systems and services as is necessary and, from time to time, to construct or install new systems on or to the Property. Such action will not unreasonably interfere with the use or occupancy of the demised premises by the Tenant. The City shall restore the Property to the condition existing prior to such action at no expense to the Tenant. In the event new systems or expanded systems on or to the Property diminish the fair market value of the Tenant's leasehold interest,

the Tenant shall be entitled to a pro rata reduction in the rental payments otherwise required hereunder.

4.1.2. Right of Entry - Construction. The City shall have the right to inspect the contemplated structures and improvements during construction in order to ascertain that they are in accordance with the approved plans, with standards approved by the City and in compliance with all applicable requirements of law.

4.2. Obligations of the City.

4.2.1. Ingress and Egress. The City shall provide appropriate ingress and egress between the Airport and the Property by existing taxilanes or any future taxilanes as proposed on the approved Airport Layout Plan, as the same currently exists or may be hereafter amended.

4.2.2. Operation and Maintenance of Airport. So long as it shall remain the owner of the Airport, the City shall, either directly or by independent contract, continue to operate and maintain all facilities on and at the Airport, including but not limited to taxilanes, roadways and all facilities in existence at the time of execution hereof.

ARTICLE 5
Rental and Other Payments

5.1. Initial Rent and Annual Increases. The Tenant shall pay rent at an initial rate of ten (10.0%) percent of the appraised value of the property, plus applicable sales tax subject thereto, in accordance with the terms set forth below. The

appraised value of the Property is \$9,360.00, as determined by _____ . Subject to the limitations set forth below, the rental rate shall be adjusted annually at up to a maximum of four (4.0%) percent of the then-existing rental amount.

5.2. Payment of Rentals.

5.2.1. Beginning with the first day of the Basic Term of this Hangar Lease Agreement, the Tenant shall pay the rent specified in Paragraph 5.1.

5.2.2.1. The rental payment herein required shall be adjusted annually with reference to the Consumer Price Index ("the C.P.I."). The amount by which the rental payment is adjusted shall equal the product of (i) the rental paid for the twelve (12) months immediately preceding the adjustment date and (ii) the percentage change, if any, in the C.P.I. determined by comparing the C.P.I. for the third month preceding the adjustment date to the C.P.I. for the third month preceding the prior adjustment date. In no event, however, shall the rental payment payable in any succeeding year increase or decrease from the prior year's rental by more than four (4%) percent of the rental payment paid during such preceding year, exclusive of sales tax.

5.2.2.2. In addition to the annual adjustment of the rental payment herein required, the parties shall have the land constituting the Property, less the improvements constructed or installed thereon, including without limitation all structures and roads, reappraised by an M.A.I. appraiser each ten

(10) years and the rental payment for the succeeding year adjusted, if necessary, to be at least ten (10%) percent of said appraised value. Said decennial adjustment of the rental payment herein required for the lease year following each such re-appraisal of the Property shall be calculated based upon the rental payment herein required for such year as adjusted with reference to the C.P.I. in accordance with the preceding Paragraph. If the parties are unable to agree on an M.A.I. appraiser, each party shall select one M.A.I. appraiser, who shall then designate an M.A.I. appraiser to perform the work. The cost of the appraisal shall be shared equally between the parties.

5.2.2.3. The City shall use all rental payments paid hereunder exclusively for improvements to the Ormond Beach Municipal Airport, with auditable records being kept by the City. The City's failure to comply with the foregoing shall in no way whatsoever impair or affect the Tenant's tenancy or rights hereunder.

5.2.2.4. As used in this Article, "C.P.I." shall mean the Consumer Price Index for all urban consumers, U.S. city average, all items (1982 = 100) not seasonally adjusted, published and issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau of Labor Statistics"). If the Index in its present form is discontinued or if the basis on which it is now calculated shall be materially revised, the parties hereby shall make an appropriate conversion to

such revised Index on the basis of conversion factors published by the Bureau of Labor Statistics; if such conversion factors are not obtainable, either party hereby may request the Bureau of Labor Statistics to provide an appropriate conversion or adjustment which shall be applicable and binding on the parties hereto; if the Bureau of Labor Statistics shall be unable or unwilling to provide such appropriate conversion or adjustment, then another index recognized as authoritative shall in good faith be substituted by the mutual agreement of the City and the Tenant.

5.2.2.5. The rental payments required herein may be paid either annually, in advance, or in equal monthly installments. If annual advance payments are elected, the first such payment shall be made as required by Paragraph 5.2.1. and shall be on a pro-rata basis for the period of that month through September 30. Subsequent payments shall be due each October 1 and shall be paid by October 15. If monthly installments are elected, the rental payments required herein shall become due and payable on the first day of the month on which payment is due and shall be paid within fifteen (15) days from the due date throughout the term of this Hangar Lease Agreement, including any renewal. If the Tenant fails to timely tender monthly rental payments, the City shall give the Tenant written notice of default and the Tenant shall have thirty (30) days from the date thereof to remedy such default. Notice shall also be given in writing to any holder of any mortgage, pledge, security interest or other encumbrance upon

the Tenant's leasehold interest, which holder has been previously identified to the City. Any rental payment tendered more than thirty (30) days past due shall be paid together with a late penalty in the amount of five (5%) percent of said payment, if said late rental payment is accepted by the City.

5.3. **No Other Rental Payments.** The Tenant shall have no obligation to make any additional rental payments other than those set forth above.

5.4. **Non-Waiver.** The payment or acceptance of rentals by the parties hereto for any period after default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by said parties shall not be deemed as a waiver of any rights on the part of either of them to terminate this Hangar Lease Agreement for any subsequent failure or for the continued failure by the other party so to perform, keep and observe the terms, conditions, or covenants hereof to be performed, kept and observed by it. No waiver by either party of any terms of this Hangar Lease Agreement to be kept, performed and observed by the other party shall be construed to be or act as a waiver of any subsequent default of that party.

5.5. **Utility Charges.** The Tenant shall arrange and pay for all utility services (including, but not limited to, water, wastewater, stormwater, electricity, gas, telecommunications, and solid waste) used or consumed upon the Property by the Tenant or its sublessees, and shall indemnify the City and hold the City

harmless from and against any charge, lien, claim or demand arising out of the use or consumption of such utilities by the Tenant or its sublessees.

5.6. **Impact Fees.** The Tenant shall be responsible for the payment of all applicable City and County impact fees at the time of issuance of a building permit, subject to any credits against such fees for off-site improvements constructed by the Tenant and allowable in accordance with this Hangar Lease Agreement and the relevant impact fee ordinances of the City and County.

ARTICLE 6 Default and Termination

6.1. **Default.**

6.1.1. **Tenant's Default.** Each of the following events shall be a default by the Tenant and a breach of this Hangar Lease Agreement:

6.1.1.1. **Failure to Perform Lease Covenants.** Abandonment or surrender of the Property or of the leasehold estate, or failure or refusal to pay when due any installment of Rent or any other sum required by this Hangar Lease Agreement to be paid by the Tenant, or to perform as required by any other covenant or condition of this Hangar Lease Agreement;

6.1.1.2. **Attachment or Other Levy.** The subjection of any right or interest of the Tenant to attachment, execution, or other levy, or seizure under legal process, if not released within thirty (30) days;

6.1.1.3. **Appointment of Receiver.** The appointment of a receiver to take possession of the Property or the structures and/or improvements thereon or of the Tenant's interest in the leasehold estate or of the Tenant's operations of the Property for any reason, including but not limited to, assignment for the benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership pursuant to any mortgage encumbering the leasehold estate permitted by provisions of this Hangar Lease Agreement or instituted by the City, the event of default being not the appointment of a receiver at the City's instance but the event justifying the receivership, if any;

6.1.1.4. **Bankruptcy.** The assignment by the Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against the Tenant under any law for the purpose of adjudicating the Tenant as bankrupt; or for extending time for payment, adjustment, or satisfaction of the Tenant's liability; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within thirty (30) days after the assignment, filing, or other initial event.

6.1.1.5. **Default in Mortgage Payment.** Default or delinquency in the payment of any loan secured by a

mortgage permitted by this Hangar Lease Agreement to be placed by the Tenant against the leasehold estate created hereunder; and

6.1.1.6. Other Acts. Any other act or omission designated as an event of default under this Hangar Lease Agreement.

6.1.2. Notice and Right to Cure. Notwithstanding any contrary provisions in this Hangar Lease Agreement, it is agreed that as a precondition for pursuing any remedy for an alleged default by the Tenant, the City shall give notice of default to the Tenant and to the holder of any mortgage, or instrument in the nature thereof, encumbering the leasehold estate. Each notice of default shall specify in detail the alleged event of default and the required remedy.

6.1.2.1. Mortgagee's Right to Cure Default. Upon the occurrence of any default hereunder the Tenant, and after expiration of any applicable grace period provided hereunder for the Tenant to cure such default, the holder of any mortgage or other instrument in the nature thereof encumbering the leasehold estate created hereunder ("the Leasehold Mortgagee"), shall have the right, at its election, but not the obligation, to (i) cure or remedy any such default within an additional grace period equal to the period allowed the Tenant to cure such default; and/or (ii) to exercise its rights under the applicable mortgage instrument to obtain possession of the Property (including by seeking the appointment of a receiver) by instituting, prosecuting,

and completing foreclosure proceedings to acquire the Tenant's interest under this Hangar Lease Agreement. Neither the Leasehold Mortgagee's right to cure any such default by the Tenant or the exercise of such right shall constitute an assumption by the Leasehold Mortgagee of the Tenant's obligation to construct structures and other improvements, provided, however, that the Leasehold Mortgagee, upon taking possession of the Property or initiating foreclosure proceedings, shall perform and comply with all other covenants and conditions of this Hangar Lease Agreement requiring the payment of Rent or other sums by the Tenant. Notwithstanding the provisions of Paragraph 6.1.1.5 hereof, in the event of a default under any mortgage or other instrument in the nature thereof encumbering the leasehold estate, the holder of such mortgage or other instrument may succeed to the rights of the Tenant under this Hangar Lease Agreement, either through the prosecution of foreclosure proceedings or the acceptance of foreclosure proceedings or the acceptance of an assignment of this Hangar Lease Agreement from the Tenant in lieu of such foreclosure, at such holder's option.

6.1.2.2. The Tenant's Right to Cure Defaults. If the alleged default is nonpayment of rent, taxes, or other sums to be paid by the Tenant as provided in this Hangar Lease Agreement, the Tenant shall have thirty (30) days after notice is given to cure the default. For the cure of any other default, the Tenant shall promptly and diligently after notice

commence curing the default and shall have sixty (60) days after notice is given to complete such cure plus any additional period that is reasonably required to cure such nonmonetary default.

6.1.2.3. The City's Right to Cure the Tenant's Default. After expiration of any applicable time for curing a particular default or before the expiration of that time in the event of emergency, the City may, at the City's election, make any payment required of the Tenant under this Hangar Lease Agreement or any mortgage encumbering the leasehold estate, or perform or comply with any covenant or condition imposed on the Tenant under this Hangar Lease Agreement or any such mortgage, and the amount so paid, plus the reasonable cost of any such performance or compliance, plus interest on such sum at the annual rate of one (1%) percent above the prevailing rate for commercial loans in effect at Barnett Bank of Volusia County, or its successor, on the day the City elects to make such payment, plus applicable sales tax, shall be deemed to be additional Rent payable by the Tenant with the next succeeding rental installment. No such act shall constitute a waiver of default or any remedy for default or render the City liable for any loss or damage resulting from any such act.

6.1.3. Rights of Subtenants. Any subtenant's possession or use of the Property or any part thereof, shall not be disturbed by the City or by any Leasehold Mortgagee so long as the subtenant is not in default under his sublease and such sublease

was previously approved by the City, and the subtenant attorns to the City and such mortgagee according to their respective interests.

6.1.4. City's Remedies. If any default by the Tenant shall continue uncured, following notice of such default as required by this Hangar Lease Agreement, for the period applicable to such default under the applicable provisions of this Hangar Lease Agreement, the City has the following remedies, in addition to all other remedies and rights provided by law or equity to which the City may resort cumulatively or in the alternative:

6.1.4.1. Termination. The City at its election may terminate this Hangar Lease Agreement by giving the Tenant notice of termination. On giving such notice, all of the Tenant's rights in the Property and all improvements thereon shall terminate. Promptly after notice of termination, the Tenant shall surrender and vacate the Property and all structures and other improvements thereon in favor of the City. The City shall re-enter and take possession of the Property, and all structures and other improvements. No subtenant qualifying under the non-disturbance provision of this Hangar Lease Agreement shall be ejected.

6.1.4.2. Recovery of Rent and Damages. Termination shall not relieve the Tenant from the payment of any sums due to the City or from any claim for damages previously accrued or then accruing against the Tenant. The Tenant may offset against any such sums due to the City or against any such claim for

damages the difference between the fair market value of the land underlying the leasehold estate with the structures and other improvements and unburdened by this Hangar Lease Agreement and the fair market value of such land without the structures and other improvements and unburdened by this Hangar Lease Agreement.

6.1.5. City's Default. The City shall not be considered to be in default under this Hangar Lease Agreement unless (1) the Tenant has given notice specifying the default and (2) the City has failed to cure the default, if curable, or to institute and diligently pursue reasonably corrective or ameliorative acts for noncurable defaults within sixty (60) days after receipt of the Tenant's notice of default. The Tenant shall have the right of termination for the City's default hereunder only after obtaining the consent of all Leasehold Mortgagees. The Tenant shall be entitled to damages consisting of the total cost of all structures and other improvements constructed by the Tenant upon the Property.

6.1.6. Unavoidable Delay or Default. Any prevention, delay, nonperformance, or stoppage in the construction of the structures or other improvements due to any of the following causes shall excuse nonperformance hereunder for a period equal to any such prevention, delay, nonperformance, or stoppage, except and excluding obligations imposed by this Hangar Lease Agreement for the payment of rent, taxes, insurance, or obligations to pay monies that are treated as rent. The causes referred to above are:

strikes, lockouts, labor disputes, failure of power, acts of public enemies of the State, or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions, regulations or controls, casualties not contemplated by the insurance provisions of this Hangar Lease Agreement, or other causes beyond the reasonable control of the party obligated to perform.

6.2. Termination.

6.2.1. Surrender of Property. At the expiration or earlier termination of the Term, unless otherwise extended as provided in this Hangar Lease Agreement, the Tenant shall surrender to the City the possession of the Property and all structures and other improvements thereon. The Tenant shall not be required to surrender any personal property owned directly by it, except property affixed to the Property, or any structures or other improvements thereon. The Tenant shall surrender the Property in good condition except as provided to the contrary in provisions of this Hangar Lease Agreement. Subject to the rights of any sublessee, all property that the Tenant is required to surrender shall become the City's property upon termination of this Hangar Lease Agreement free from any liens or encumbrances. All property that the Tenant is not required to surrender but that it does abandon shall, at the City's election, become the City's property at termination. If the Tenant fails to surrender the Property at

the expiration or sooner termination of this Hangar Lease Agreement, the Tenant shall defend and indemnify the City from all liability and expense resulting from the delay or failure to surrender.

6.2.2. Indemnification. Upon termination of this Hangar Lease Agreement for whatever reason, to the extent allowed by law, the City shall indemnify the Tenant and hold the Tenant harmless from any claim, loss, damage, or expense arising out of the operation or occupation of the Property after the date of termination.

6.2.3. Holding Over. This Hangar Lease Agreement shall terminate without further notice upon expiration of the term unless the term is extended in accordance herewith. Holding over by the Tenant after such termination shall not constitute a renewal or extension or give the Tenant any rights to the Property except as otherwise expressly provided in this Hangar Lease Agreement.

ARTICLE 7 Miscellaneous Provisions

7.1. Eminent Domain.

7.1.1. That Tenant acknowledges and agrees that its relationship with the City under this Hangar Lease Agreement is one of landlord and tenant and no other relationship, either expressed or implied, shall be deemed to apply to the parties under this Hangar Lease Agreement. Termination of this Hangar Lease Agreement for any cause shall not be deemed a taking under any

eminent domain or other law so as to entitle the Tenant to compensation for any interest suffered or lost to (i) any residual interest in the Hangar Lease Agreement, or (ii) any other facts or circumstances arising out of or in connection with this Hangar Lease Agreement.

7.1.2. In the event that part of the Property shall be taken or condemned pursuant to applicable law such that:

1. that part so taken includes any structure (or any part thereof) located upon the Property; or

2. the part so taken eliminates or significantly affects access to or by the public or users of the Airport; or

3. the entire Property is taken, then in any of those events, the Tenant shall have the option to terminate this Hangar Lease Agreement by written notice, return receipt requested, to the City as herein provided within thirty (30) days from the date of the taking.

In the event of a taking where the Tenant elects not to terminate or where the Tenant does not have a right of termination, the rental payments shall be reduced pro rata in accordance with the percentage of the Property taken as of the date thereof.

In any event, both parties shall have the right to pursue a condemnation award and shall cooperate with each other to do so with the Tenant being entitled to any award for loss of business, moving expenses and the taking of the structures or other

improvements on the Property and the City being entitled to all other amounts including, but not limited to, all amounts awarded for remainderman land value.

7.2. **Right of Flight Reserved.** The City reserves unto itself, its successors and assigns, to the use and the benefit of the public, the right of flight over or the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for landing, take off, or operation of the Airport.

7.3. **Effluent Irrigation.** If, at any time after the Effective Date, the City is ready, willing and able to provide sewage effluent (reclaimed water) to the Property of a quality suitable for landscape irrigation in compliance with all applicable regulations, the City, upon approval by the Tenant, which approval shall not be unreasonably withheld, shall be allowed access to the Property in order to enable the City to use the Property to provide an irrigation system through the use of such sewage effluent. To the extent possible, utilizing present irrigation technology, the Tenant shall use its best efforts to design the Property's landscape irrigation system so that it is capable of accepting and distributing such sewage effluent.

7.4. **Attorney's Fees.** In the event it is necessary to employ legal counsel to enforce or construe the provisions hereof, the party prevailing shall be entitled to collect and receive from

the opposing party all costs and other expenses including a reasonable attorney's fee, whether litigation is instituted or not, and including all costs and reasonable attorney's fees incurred on appeal of any lower court decision.

7.5. **Application of Governing Law.** This Hangar Lease Agreement shall inure to the benefit of, and is binding on, the heirs, executors, administrators, successors, and assigns of the City and the Tenant. This Hangar Lease Agreement shall be construed under the laws of the State of Florida, and any applicable laws of the United States of America.

7.6. **Notices.** All notices must be in writing. Notice is considered given either when delivered in person to the recipient or the date shown on the return receipt after deposit in United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, addressed as follows, or to any other address that the recipient may request in writing:

TO CITY: City of Ormond Beach
 Attn.: City Manager
 P. O. Box 277
 Ormond Beach, FL 32175-0277

TO TENANT: Cavalier Aviation, Inc.
 Attn.: Terence R. Perkins, President
 Post Office Box 15200
 Daytona Beach, FL 32115

7.7. **Prior Agreements.** The Tenant acknowledges that it has reviewed this Hangar Lease Agreement, is familiar with its terms and has had adequate opportunity to review this Hangar Lease

Agreement with legal counsel of the Tenant's choosing. The Tenant has entered into this Hangar Lease Agreement freely and voluntarily. This Hangar Lease Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties are merged in this Hangar Lease Agreement, which along, fully and completely express the agreement between the Tenant and the City with respect to the subject matter hereof. No modification, waiver or amendment of this Hangar Lease Agreement or any of its conditions or provisions shall be binding upon the City or the Tenant unless in writing and signed by both such parties.

7.8. **Effective Date.** This Hangar Lease Agreement shall become effective upon the date executed by both parties hereto.

7.9. **Approval.** This Hangar Lease Agreement is subject to approval by the Federal Aviation Administration.

7.10. **Brokerage Commission.** The Tenant represents and warrants to the City that it has not caused any broker, agent, finder, or other party to be entitled to a fee or commission by reason of this Hangar Lease Agreement.

7.11. **Governmental Restriction.** This Hangar Lease Agreement shall be subordinate to the provisions of any governmental restrictions or records now in effect and shall be subordinate to the provisions of any existing or future agreement

entered into between the City and the United States for the improvements or operations and maintenance of the Airport, and execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, provided, however, that the Tenant shall retain any remedy provided by Florida law and the terms of this Hangar Lease Agreement in the event of damage to the Tenant.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective authorized officers and their official seals affixed hereto on the date and year first above written.

Signed, sealed and
delivered in presence of:

CITY OF ORMOND BEACH

Marian F. Maxwell
PRINT: MARIAN F. MAXWELL

By: Dave Hood
DAVE HOOD
Mayor

Loretta N. Moisis
PRINT: LORETTA N. MOISIS

Attest: Eugene Miller
EUGENE MILLER
City Manager

CAVALIER AVIATION, INC.

Susan D. Price
PRINT: SUSAN D. PRICE

By: Terence R. Perkins
TERENCE R. PERKINS
President

Teresa M. Barrett
 PRINT: TERESA M. BARRETT

Attest:

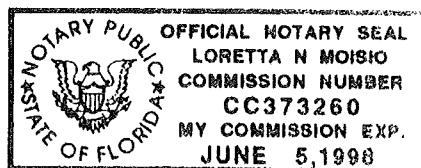
Jerry L. Waikins
 JERRY L. WAIKINS
 Secretary

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that before me on this day, personally appeared **DAVE HOOD** and **EUGENE MILLER**, as the Mayor and the City Manager, respectively for the City, to me known and known to me to be the individuals described in and who executed the foregoing Hangar Lease Agreement and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State above named this 9th day of November, 1995.



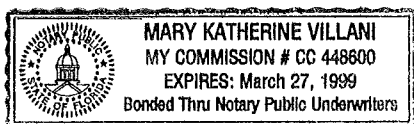
Loretta N. Moiso
 PRINT: _____
 NOTARY PUBLIC
 State of Florida-at-Large
 Commission Number _____
 My Commission Expires: _____

STATE OF FLORIDA

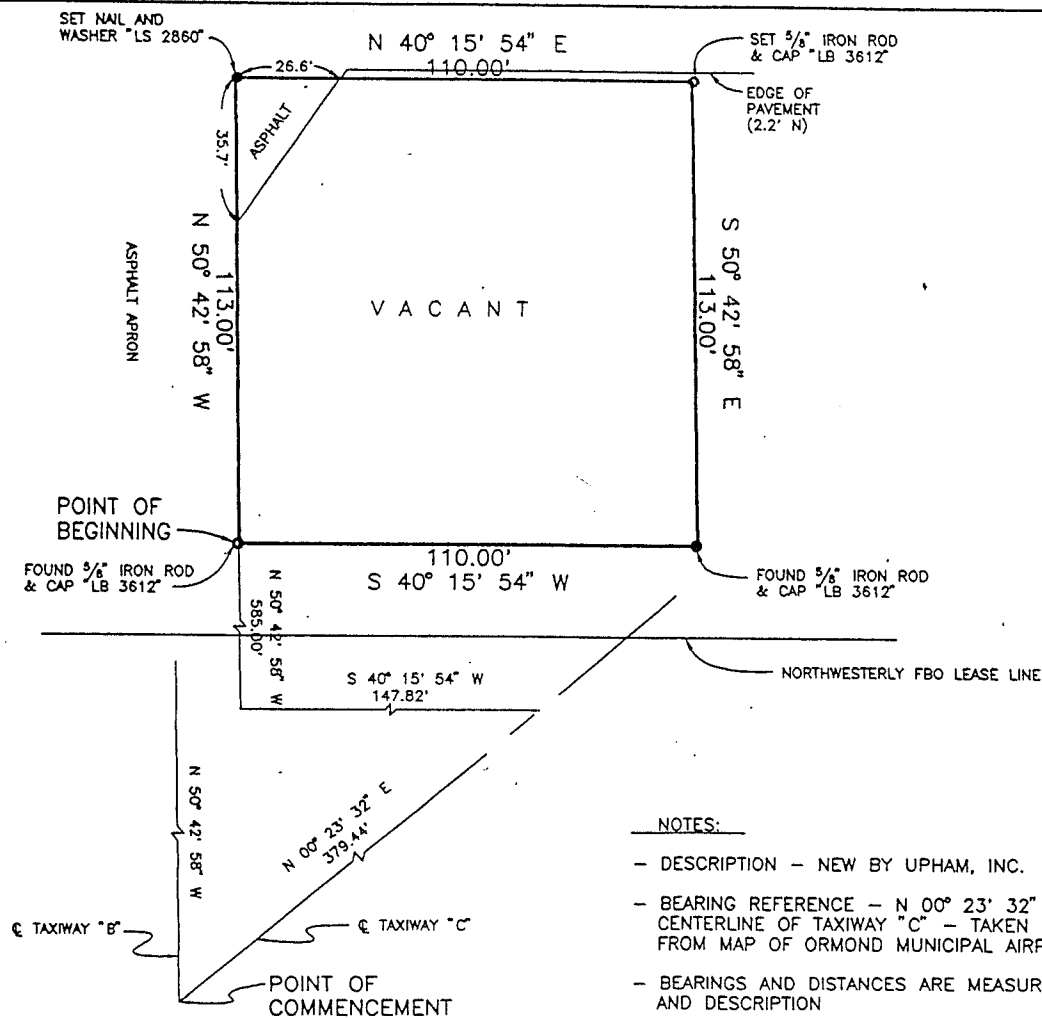
COUNTY OF VOLUSIA

I HEREBY CERTIFY that before me on this day, personally appeared **TERENCE R. PERKINS** and **JERRY L. WAIKINS**, as the President and the Secretary, respectively, of the Tenant herein, to me known and known to me to be the individuals described in and who executed the foregoing Hangar Lease Agreement and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State above named this 21st day of December 1995.



Mary Katherine Villani
 PRINT: _____
 NOTARY PUBLIC
 State of Florida-at-Large
 Commission Number _____
 My Commission Expires: _____

**LEGAL DESCRIPTION:**

A PORTION OF SECTIONS 7 AND 44, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER-LINES OF TAXIWAY "B" AND "C", SAID TAXIWAY "B" HAVING A BEARING OF N 50° 42' 58" W AND SAID TAXIWAY "C" HAVING A BEARING OF N 00° 23' 32" E AT THE ORMOND BEACH MUNICIPAL AIRPORT; THENCE N 00° 23' 32" E ALONG THE SAID CENTERLINE OF TAXIWAY "C" A DISTANCE OF 379.44 FEET TO THE NORTHWESTERLY EDGE OF AN ASPHALT PAVED APRON; THENCE S 40° 15' 54" W ALONG SAID APRON EDGE A DISTANCE OF 147.82 FEET TO THE NORTHEASTERLY EDGE OF AN ASPHALT PAVED APRON; THENCE N 50° 42' 58" W ALONG SAID APRON EDGE A DISTANCE OF 585.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 50° 42' 58" W ALONG SAID APRON EDGE A DISTANCE OF 113.00 FEET; THENCE N 40° 15' 54" E A DISTANCE OF 110.00 FEET; THENCE S 50° 42' 58" E A DISTANCE OF 113.00 FEET; THENCE S 40° 15' 54" W A DISTANCE OF 110.00 FEET TO THE NORTHEASTERLY EDGE OF SAID ASPHALT APRON AND THE POINT OF BEGINNING, CONTAINING 0.285 ACRES, MORE OR LESS.

NOTES:

- DESCRIPTION - NEW BY UPHAM, INC.
- BEARING REFERENCE - N 00° 23' 32" E - CENTERLINE OF TAXIWAY "C" - TAKEN FROM MAP OF ORMOND MUNICIPAL AIRPORT
- BEARINGS AND DISTANCES ARE MEASURED AND DESCRIPTION

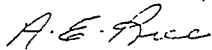
CERTIFIED TO: - CITY OF ORMOND BEACH		WOF 950348	FLOOD PLANE CERTIFICATION ACCORDING TO THE FLRM/ MAP, COMMUNITY-PANEL NUMBER: DATED: _____ THE PROPERTY APPEARS TO BE FLOOD ZONES _____ AND _____ AND THE BASE 100 YEAR FLOOD ELEVATION IS _____ MEAN SEA LEVEL.		TYPE OF SURVEY: BOUNDARY
DRAWING FILE NAME: 09606		THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 21 MM-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.		 Upham, Inc. Organization of Engineers & Surveyors 265 KENILWORTH AVENUE POST OFFICE BOX 1105 ORMOND BEACH, FL 32174 (904) 672-9515 FAX/673-6554	
OFFICE WORK BY: B.C.J. DATE: 10/9/95	FIELD WORK BY: M.C. DATE: 10/4/95	SCALE: 1" = 30'	 NOT VALID UNLESS SIGNED AND STAMPED WITH EMBOSSED SEAL A. E. RICE		
			RLS NO. 2860		FILE: 0-96-06

EXHIBIT TO HANGAR LEASE AGREEMENT

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made as of this ____ day of ____, 1995, by and between the CITY OF ORMOND BEACH, a Florida municipal corporation under the laws of the State of Florida, hereafter referred to as "the City", and CAVALIER AVIATION, INC., a Florida corporation, hereafter referred to as "the Tenant".

W I T N E S S E T H:

1. The City and the Tenant have entered into that certain written Hangar Lease Agreement dated as of ____, 1995 (the "Lease"), concerning certain real property located in Volusia County, Florida, which property is more particularly described on Exhibit A attached hereto and incorporated herein, whereby, for good and adequate consideration, the City leases to the Tenant and the Tenant takes from the City the aforescribed real property, upon the rents, terms, covenants, and conditions therein contained, which Lease is made a part hereof for all purposes as if fully set forth herein.

2. The term of the Lease is thirty (30) years, commencing as set forth therein and is subject to the Tenant's option to extend the term as therein contained.

3. The City's interest in the property described in Exhibit A attached hereto is not subject to liens for improvements made by the Tenant to or upon the real property affected by the Lease, and such liability is expressly prohibited as contemplated by Section 713.10 of the Florida Statutes.

4. This Memorandum of Lease Agreement is not a complete summary of the Lease and the provisions hereof shall not be used in interpreting provisions contained in the Lease. In the event of conflict between this Memorandum of Lease Agreement and the provisions of the Lease, the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease Agreement as of the date first above written.

WITNESSES:

CITY OF ORMOND BEACH, a Florida
municipal corporation

PRINT: _____

BY: _____

DAVE HOOD
Mayor

PRINT: _____

As to City of Ormond Beach

ATTEST: _____

EUGENE MILLER
City Manager

(CITY SEAL)

CAVALIER AVIATION, INC.

PRINT: _____

By: _____

TERENCE R. PERKINS
President

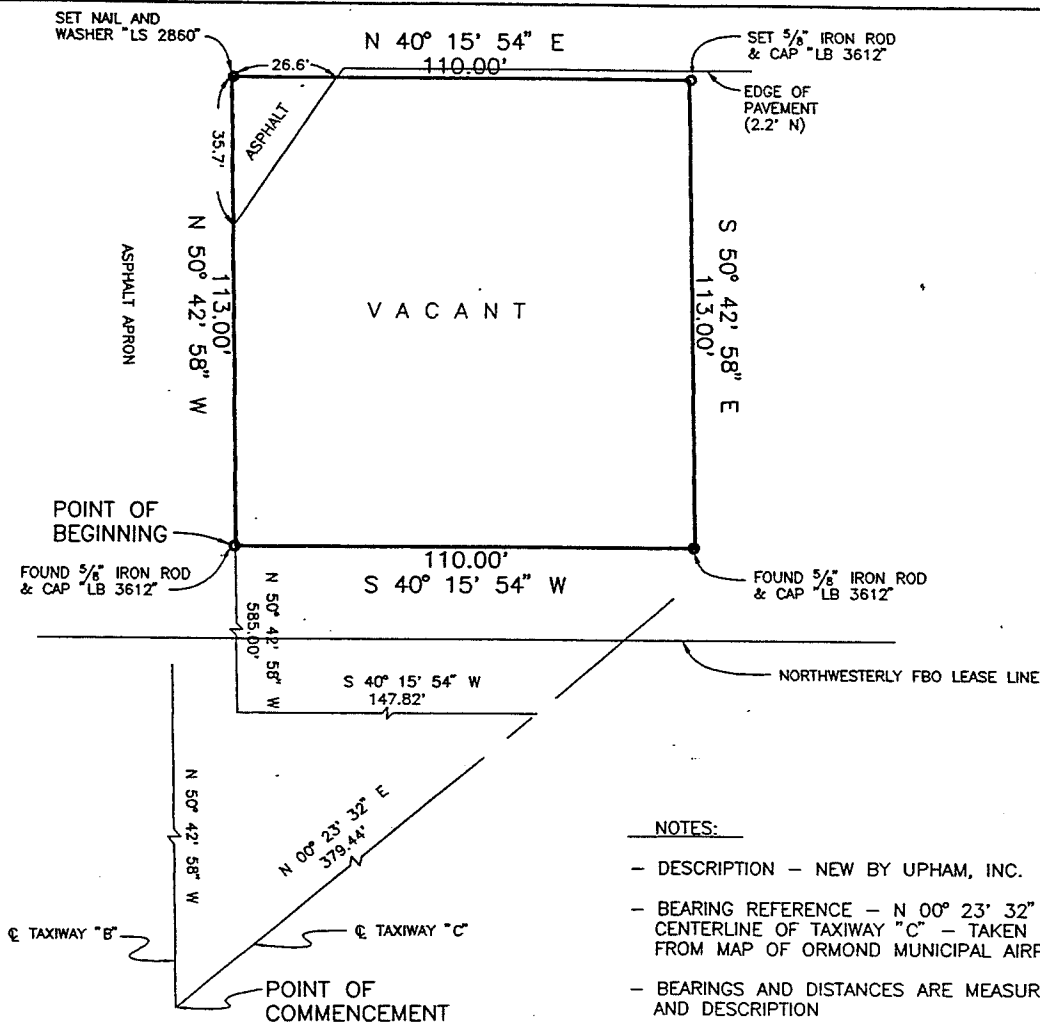
PRINT: _____

As to Tenant

Attest: _____

JERRY L. WAIKINS
Secretary

(CORPORATE SEAL)



LEGAL DESCRIPTION:

A PORTION OF SECTIONS 7 AND 44, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER-LINES OF TAXIWAY "B" AND "C", SAID TAXIWAY "B" HAVING A BEARING OF N 50° 42' 58" W AND SAID TAXIWAY "C" HAVING A BEARING OF N 00° 23' 32" E AT THE ORMOND BEACH MUNICIPAL AIRPORT; THENCE N 00° 23' 32" E ALONG THE SAID CENTERLINE OF TAXIWAY "C" A DISTANCE OF 379.44 FEET TO THE NORTHWESTERLY EDGE OF AN ASPHALT PAVED APRON; THENCE S 40° 15' 54" W ALONG SAID APRON EDGE A DISTANCE OF 147.82 FEET TO THE NORTHEASTERLY EDGE OF AN ASPHALT PAVED APRON; THENCE N 50° 42' 58" W ALONG SAID APRON EDGE A DISTANCE OF 585.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 50° 42' 58" W ALONG SAID APRON EDGE A DISTANCE OF 113.00 FEET; THENCE N 40° 15' 54" E A DISTANCE OF 110.00 FEET; THENCE S 50° 42' 58" E A DISTANCE OF 113.00 FEET; THENCE S 40° 15' 54" W A DISTANCE OF 110.00 FEET TO THE NORTHEASTERLY EDGE OF SAID ASPHALT APRON AND THE POINT OF BEGINNING, CONTAINING 0.285 ACRES, MORE OR LESS.

NOTES:

- DESCRIPTION - NEW BY UPHAM, INC.
- BEARING REFERENCE - N 00° 23' 32" E - CENTERLINE OF TAXIWAY "C" - TAKEN FROM MAP OF ORMOND MUNICIPAL AIRPORT
- BEARINGS AND DISTANCES ARE MEASURED AND DESCRIPTION

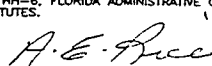
CERTIFIED TO: - CITY OF ORMOND BEACH		WOF 950348	FLOOD PLANE CERTIFICATION ACCORDING TO THE F.I.R.M./ MAP, COMMUNITY-PANEL NUMBER: DATED _____ THE PROPERTY APPEARS TO BE FLOOD ZONES _____ AND _____, AND THE BASE 100 YEAR FLOOD ELEVATION IS _____ MEAN SEA LEVEL.	TYPE OF SURVEY: BOUNDARY	
OFFICE WORK BY: B C J DATE: 10/9/95		DRAWING FILE NAME: 09606	THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 21 HH-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.  NOT VALID UNLESS SIGNED AND STAMPED WITH EMBOSSED SEAL A. E. RICE	RLS NO. 2860	FILE: 0-96-06
FIELD WORK BY: M C DATE: 10/4/95		SCALE: 1" = 30'		 Upham, Inc. Organization of Engineers & Surveyors 285 KENILWORTH AVENUE POST OFFICE BOX 1105 ORMOND BEACH, FL 32174 (904)672-9515 FAX/673-6554	

EXHIBIT A

Cavalier Aviation, Inc.

22-Oct-22

Business goal - sales of light GA aircraft, specializing in experimental, single engine and older light sport qualified aircraft.

Projected sales performance prepared by Douglas Shinn

2021			January	February	March	April	May	June	July	August	September	October	November	December	
Monthly Income			12/1/2020	1/1/2021	2/1/2021	3/1/2021	4/1/2021	5/1/2021	6/1/2021	7/1/2021	8/1/2021	9/1/2021	10/1/2021	11/1/2021	12/1/2021
consignment maintenance fee	\$ 200	\$ 400	\$ 200	\$ 200	\$ 200	\$ 400	\$ 200	\$ 200	\$ 200	\$ 200	\$ 400	\$ 200	\$ 200	\$ 200	\$ 400
(per aircraft on site)															
Monthly Expense															
hangar overhead															
Utilities	\$ 215														
Land Rent	\$ 175														
Insurance	\$ 75														
Inventory Maintenance/clean	\$ 200														
Advertising	\$ 375														
Office / clerical	\$ 25														
	\$ (1,065)	\$ (1,065)	\$ (1,065)	\$ (1,065)	\$ (1,065)	\$ (1,065)	\$ (1,065)	\$ (1,065)	\$ (1,065)	\$ (1,065)	\$ (1,065)	\$ (1,065)	\$ (1,065)	\$ (1,065)	\$ (1,065)
Variable Income															
Aircraft Sales		\$ 25,000				\$ 35,000				\$ 60,000					
Brokerage Initiation Fee (/aircraft)	\$ 200		\$ -	\$ 100				\$ 100		\$ 100		\$ 100		\$ 100	\$ 100
Brokerage Commission		\$ 1,250	\$ -	\$ -	\$ 1,750	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -
(5% of Sales Price)															
Variable Expense															
Sales Commission		\$ (375)	\$ -	\$ -	\$ (525)	\$ -	\$ -	\$ -	\$ -	\$ (900)	\$ -	\$ -	\$ -	\$ -	\$ -
(30% of Brokerage Commission)													Salary	\$ 1,800	
Net Profit		\$ (465)	\$ 10	\$ (865)	\$ (565)	\$ 360	\$ (865)	\$ (765)	\$ (865)	\$ 1,535	\$ (865)	\$ (765)	\$ (865)	\$ (565)	
Year End		\$ (465)													Year End
															\$ (5,080)
2022			January	February	March	April	May	June	July	August	September	October	November	December	
Monthly Income			1/1/2022	2/1/2022	3/1/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	8/1/2022	9/1/2022	10/1/2022	11/1/2022	12/1/2022	
consignment maintenance fee	\$ 200	\$ 400	\$ 400			\$ 400		\$ 200	\$ 400		\$ 400		\$ 400	\$ 400	
(per aircraft on site)															
Monthly Expense															
hangar overhead															
Utilities	\$ 215														
Land Rent	\$ 175														
Insurance	\$ 75														
Inventory Maintenance/clean	\$ 200														
Advertising	\$ 500														
Office / clerical	\$ 25														
	\$ (1,190)	\$ (1,190)	\$ (1,190)	\$ (1,190)	\$ (1,190)	\$ (1,190)	\$ (1,190)	\$ (1,190)	\$ (1,190)	\$ (1,190)	\$ (1,190)	\$ (1,190)	\$ (1,190)	\$ (1,190)	\$ (1,190)
Variable Income															
Aircraft Sales		\$ 60,000		\$ 60,000		\$ 60,000	\$ 60,000		\$ 60,000		\$ 60,000		\$ 60,000		\$ 60,000
Brokerage Initiation Fee (/aircraft)			\$ 100		\$ 100	\$ 100	\$ 100	\$ 300	\$ 200	\$ 100	\$ 100	\$ 200	\$ 100	\$ 100	\$ 100
Brokerage Commission	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ 3,000
(5% of Sales Price)															
Variable Expense															
Sales Commission		\$ (900)	\$ -	\$ (900)	\$ -	\$ (900)	\$ (900)	\$ (900)	\$ -	\$ (900)	\$ -	\$ (900)	\$ -	\$ (900)	\$ (900)
(30% of Brokerage Commission)													Salary	\$ 6,300	
Net Profit		\$ 1,310	\$ (690)	\$ 910	\$ (690)	\$ 1,010	\$ 1,410	\$ (590)	\$ 1,010	\$ (690)	\$ 1,110	\$ (690)	\$ (690)	\$ 1,410	
Year End															Year End
															\$ 4,820



2020 Florida Annual Resale Certificate for Sales Tax

This Certificate Expires on December 31, 2020

6.C.g

DR-13
R. 10/19

Business Name and Location Address

Certificate Number

CAVALIER AVIATION INC
88 HANGAR WAY
ORMOND BEACH, FL 32174-0000

74-8018165377-1

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

2020 FLORIDA PROFIT CORPORATION ANNUAL REPORT**FILED****6.C.h**

DOCUMENT# K23473

Mar 19, 2020**Entity Name:** CAVALIER AVIATION, INC.**Secretary of State****3428706139CC****Current Principal Place of Business:**

677 N. BEACH STREET

ORMOND BEACH, FL 32174

Current Mailing Address:

677 N. BEACH STREET

ORMOND BEACH, FL 32174 US

FEI Number: 59-2904364**Certificate of Status Desired: No****Name and Address of Current Registered Agent:**

STOUT, LARRY R

677 N. BEACH STREET

ORMOND BEACH, FL 32174 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title SD

Name PERKINS, TERENCE R

Address 108 HERITAGE CIRCLE

City-State-Zip: ORMOND BEACH FL 32174

Title PD

Name STOUT, LARRY R

Address 677 N. BEACH STREET

City-State-Zip: ORMOND BEACH FL 32174

Title TD

Name SHINN, DOUGLAS A

Address 2806 S. PENINSULA DRIVE

City-State-Zip: DAYTONA BEACH FL 32118

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

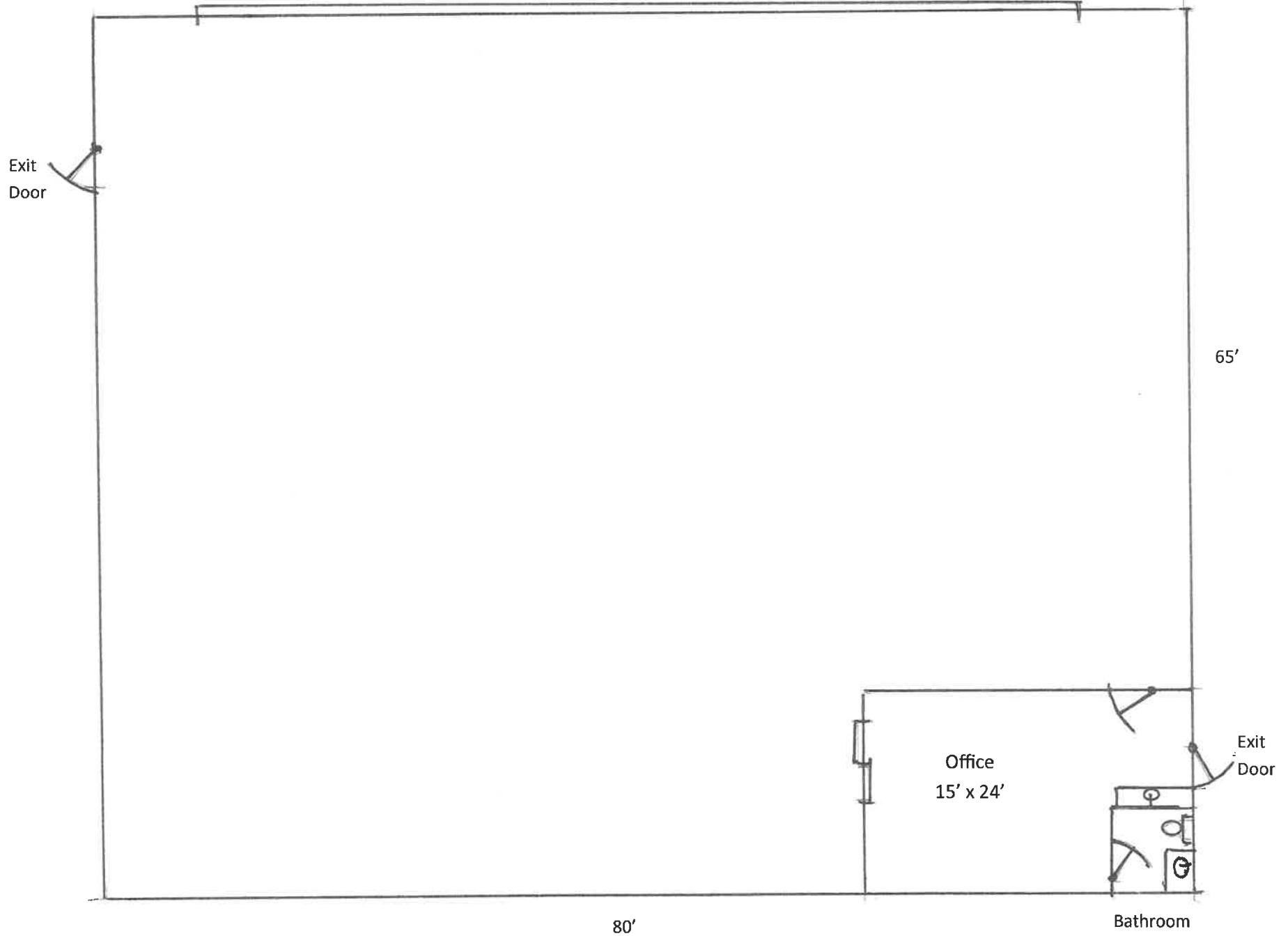
SIGNATURE: LARRY R. STOUT**PRESIDENT****03/19/2020**

Electronic Signature of Signing Officer/Director Detail

Date

Cavalier Aviation, Inc. 88 Hangar Way

65' Bi-Fold Door





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: April 20, 2021

Subject: Airport Coronavirus Response Grant Program (ACRGP)

Commission Goal: N/A

Introduction

This is a resolution to authorize execution of a grant agreement with the Federal Aviation Administration (FAA), offered to the City under the Airport Coronavirus Response Grant Program, for a grant of federal funds for the Ormond Beach Municipal Airport.

Background

The U.S. Department of Transportation has made approximately \$2 billion in federal grant funds available to help airports affected by COVID-19 under the FAA's Airport Coronavirus Response Grant Program (ACRGP). The program is funded under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA). It is available to more than 3,000 commercial service, reliever and publicly owned general-aviation airports in the National Plan of Integrated Airport Systems. Airports that participate in the FAA Contract Tower Program, such as the Ormond Beach Municipal Airport, will divide \$5 million equally. The U.S. Secretary of Transportation announced funding allocation amounts from the ACRGP for all eligible airports on February 12, 2021. The City submitted an ACRGP grant application to the FAA on February 16, 2021. The FAA subsequently provided the City with an ACRGP grant offer on March 31, 2021, with the stipulation that the grant agreement must be executed by the City no later than April 27, 2021.

Discussion

The ACRGP program is intended to provide economic relief to airports around the country affected by the COVID-19 pandemic. The City may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, debt service payments and lawful expenses to support federal contract tower operations. Staff will follow the FAA's Policy and

Procedures Concerning the Use of Airport Revenues (“Revenue Use Policy”), 64 Federal Register 7696 (64 FR 7696), as amended by 79 Federal Register 66282 (79 FR 66282). The Revenue Use Policy document provides guidance regarding permitted and prohibited uses of airport revenue. In addition, while CRRSA limits the use of funds to certain stated eligible costs, it states that funds may not be used for any purpose not directly related to the airport. ACRGP grants may be used to reimburse the City’s payment of debt service for the airport where such payments occur on or after December 27, 2020.

New airport development projects may be funded with this grant; however, there are limitations on the type of development for which the funding may be used. Any development-related costs must be associated with combating the spread of pathogens at the airport. Examples of eligible development would be replacing or upgrading a heating, ventilation and air conditioning (HVAC) system. The terms of this grant allocate the majority of the funds provided to support federal contract tower operations. Staff has requested proposals to use this grant to fund major upgrades to the environmental and HVAC systems at the City’s air traffic control tower.

The ACRGP grant utilizes the FAA’s new electronic grant execution process. Upon approval, the grant agreement must be digitally signed and submitted to the FAA by the Mayor, after which the grant agreement will be routed via email to the City Attorney. Once the City Attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Citizen Impact

The ACRGP grant agreement presented for approval, specifically, to current and planned airport operations, will have no impact upon the City’s general population.

Budget Impact

The ACRGP grant agreement presented for approval provides funding for 100 percent of the allowable costs incurred as a result of, and in accordance with, the grant agreement, up to \$57,162.

Recommendation

Staff recommends that the City Commission authorize execution of the grant agreement with the Federal Aviation Administration, offered to the City under the Airport Coronavirus Response Grant Program, for a grant of federal funds for the Ormond Beach Municipal Airport.

Attachments:

- 21-75 FAA - ACRGP Grant (P21-0042G) (PDF)
- Grant Agreement (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 4/8/2021
Claire Whitley, Assistant City Manager 4/12/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 4/14/2021

RESOLUTION NO. 2021-75

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY AND THE FEDERAL AVIATION ADMINISTRATION OFFERED UNDER THE AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City submitted an Airport Coronavirus Response Grant Program (ACRGP) grant application to the Federal Aviation Administration (FAA) on February 16, 2021 for the purpose of obtaining federal funding available to airports affected by the COVID-19 pandemic, and

WHEREAS, the FAA provided the City with an ACRGP grant offer on March 31, 2021, and

WHEREAS, the FAA issued a grant offer to the City to provide 100% funding of the allowable costs incurred as a result of and in accordance with the Grant Agreement, up to \$57,162, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Grant Agreement between the City and the Federal Aviation Administration regarding the Airport Coronavirus Response Grant Program for a grant of federal funds to be used

by the Ormond Beach Municipal Airport. A copy of said Grant Agreement Number 3-12-0059-026-2021 is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 20th day of April, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

3-12-0059-026-2021



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 SouthPark Circle
Suite 524
Orlando, FL 32819-9058

March 31, 2021

Mr. Steven Lichliter
Airport Manager
Ormond Beach Municipal Airport
22 South Beach Street
Ormond Beach, FL 32174

Dear Mr. Lichliter:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-12-0059-026-2021 for Ormond Beach Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **April 27, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. An airport sponsor may also use these funds to cover lawful expenses to support FAA contract tower operations. Funds provided for FAA contract tower operations may not be used for any other purpose. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A closeout report.

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Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bart Vernace", is written over a horizontal dashed line.

Bart Vernace, P.E.
Manager

3-12-0059-026-2021



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 31, 2021

Airport/Planning Area Ormond Beach Municipal Airport

ACRGP Grant Number 3-12-0059-026-2021

Unique Entity Identifier 087320164

TO: City of Ormond Beach

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated March 26, 2021, for a grant of Federal funds at or associated with the Ormond Beach Municipal Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Ormond Beach Municipal Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Ormond Beach Municipal

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incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$57,162, allocated as follows:

\$23,000 Non Primary	KU2021
\$34,162 Federal Contract Tower	KT2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

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than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 27, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

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11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

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- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

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- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

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22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR SPECIFIC ACRGP FUNDING

1. **ACRGP FCT Operations.** The Sponsor agrees that it will use the funds in this ACRGP Grant allocated specifically to cover lawful expenses to support Federal Contract Tower operations in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds is limited to the following:
- a. expenses incurred by the Sponsor on or after December 27, 2020 to support Federal Contract Tower operations such as payroll, utilities, cleaning, sanitization, janitorial services, service contracts, and combating the spread of pathogens, which may include items generally having a limited useful life, including personal protective equipment and cleaning supplies, as well as debt service payments; and;
 - b. eligible equipment for Federal Contract Tower operations defined in [FAA Reauthorization Program Guidance Letter](#) 19-02, Appendix A: FCT Minimum Equipment List, acquired on or after December 27, 2020;

The Sponsor may not use funds allocated for Federal Contract Tower operations for other airport purposes. The Sponsor agrees to submit invoices for reimbursement for these funds separately from other invoices for funds provided in this ACRGP Grant. Funds not expended under this condition are subject to recovery by FAA.

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The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 31, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

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Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Ormond Beach

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

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- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

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- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

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and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

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operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

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operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

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as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

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It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Ormond Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 26, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

3-12-0059-026-2021

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



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: April 20, 2021
Subject: Bid Award of Brass Fittings

Commission Goal: N/A

Introduction

This is a request to award a contract for purchase of brass fittings and related materials associated with the installation and repair of potable water services for use by the City's Water Distribution Department.

Background

The City's Water Distribution Division is responsible for the maintenance and repair of all water mains, valves, fittings and water meters throughout the City. This yearly maintenance regularly requires the Water Distribution Department to procure and purchase large quantities of these necessary materials for inventory supply of frequently needed items, and often on an as-needed basis for less frequently required items. Having established vendors with guaranteed pricing allows for a more efficient purchasing process that ultimately can reduce the delay of repairs.

The City's Water and Wastewater Utilities Division prepared bid specifications and contract conditions for the desired brass fittings and miscellaneous materials required to adequately perform their work throughout the City. The bid documents specify a one-year agreement with an automatic renewal provision for two additional years.

Staff reviewed the bid submittal information and identified the lowest responsive bidders as meeting the requirements of the specifications for the materials listed.

Discussion

The City received and opened proposals for brass fittings and related materials on February 10, 2021. Four contractors submitted proposals in nine (9) group categories associated with Bid #2021-11. The low bidders for each grouping were received as follows:

Group	Supplier	Bid Price
1. Ford Meter Service Material	Ferguson Enterprises, LLC	\$339,704.55
2. Domestic Brass Pipe Nipples	Ferguson Enterprises, LLC	\$3,467.50
3. Ford Double Strap Service Saddles & Repair Clamps	Sunstate Meter & Supply, Inc.	\$63,978.54
4. Mainline Gate Valves - AWWA Standard	Empire Pipe & Supply	\$47,499.53
5. TPS One-Bolt Couplings	Sunstate Meter & Supply, Inc.	\$20,794.00
6. DFW Meter Boxes	Sunstate Meter & Supply, Inc.	\$110,533.60
7. Mechanical Joint Fittings	Ferguson Enterprises, LLC	\$24,801.09
8. Endot Endotrace Service Tubing	Empire Pipe & Supply	\$6,567.00
9. Fernco Strongback Couplings	Ferguson Enterprises, LLC	\$21,345.80

The bid price of each of these categories represents the contract unit price for multiple items in each category, multiplied by an estimated quantity of each item anticipated to be purchased over the contract duration. This value allows for comparison of bids; actual purchased quantities will be based on demand for each item. Three of the respondent bidders provided bids competitive with one another and were each lowest in multiple categories.

Budget Impact

The bid award reflects the unit price of the brass fittings listed; purchase orders will be issued for specific quantities on an as-needed basis. Funding for annual water distribution brass fittings and other materials cost is contained in the Water and Wastewater Operating Fund. The cost is estimated at \$115,000 for fiscal year 2020-21, which is sufficient annual funding the purchase of the brass fittings.

Citizen Impact

The public advertisement and award of services to the most responsive bidder ensures vendors supplying essential products meet the City's qualification standards and pricing obtained is competitively based.

Recommendation

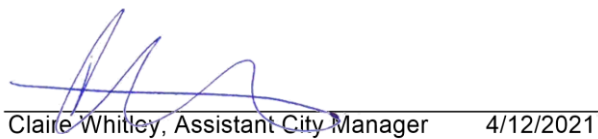
It is staff's recommendation the City Commission approve contracts to Ferguson Enterprises LLC for groups 1,2,7 and 9; Sunstate Meter & Supply, Inc. for groups 3,5 and 6; and lastly, Empire Pipe & Supply for groups 4 and 8; for the purchase of brass fittings and their delivery for one year with an automatic renewal provision for an additional two years on a unit price basis.

Attachments:

- 21-76 Brass Fitting Purch as needed (P21-0037G) (PDF)
- Empire Pipe Agr (PDF)
- Ferguson Enterprises Agr (PDF)
- Sunstate Meter Agr (PDF)
- 2021-11 Brass Fittings Pricing (PDF)
- 2021-11 Bid Tab (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/8/2021


Claire Whitley, Assistant City Manager 4/12/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 4/14/2021

RESOLUTION NO. 2021-76

A RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH THREE FIRMS FOR THE PROVISION OF BRASS FITTINGS ON AN AS-NEEDED BASIS FOR UTILITY PROJECTS, UNDER ITB 2021-11; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised an Invitation for Bids (ITB 2021-11) for the provision of brass fittings on an as needed basis relative to various utility projects throughout the City (“the Project”), and

WHEREAS, the City's professional staff have reviewed the bids received and recommend that the City Commission accept the bids of Empire Pump & Supply Company, Inc., Ferguson Enterprises, LLC and Sunstate Meter & Supply, Inc. to provide brass fittings at the unit costs set forth in their bids on an as needed basis for the Project (copies of said bids being incorporated in the contracts which are attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that money for the Project, not to exceed \$115,000.00 for FY 2020-2021, has been appropriated to the Water and Wastewater Operating Fund and has 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 Mayor and the City Manager are hereby authorized and directed to execute a contract with Empire Pump & Supply Company, Inc. to provide brass fittings at the unit prices set forth in their bid for Groups 4 and 8 on an as needed basis relative to various utility projects throughout the City.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Ferguson Enterprises, LLC to provide brass fittings at the unit prices set forth in their bid for Groups 1, 2, 7 and 9 on an as needed basis relative to various utility projects throughout the City.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Sunstate Meter & Supply, Inc. to provide brass fittings at the unit prices set forth in their bid for Groups 3, 5 and 6 on an as needed basis relative to various utility projects throughout the City.

SECTION FOUR. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of contracts with Empire Pump & Supply Company, Inc.; Ferguson Enterprises, LLC; and Sunstate Meter & Supply, Inc.

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

APPROVED AND AUTHENTICATED this 20th day of April, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

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 **Empire Pipe & Supply Company, Inc.** ("Contractor"), a foreign corporation, 2260 Old Lake Mary Road, Sanford, FL 32771, 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 Invitation to Bid (ITB 2021-11, "Brass Fittings") dated February 10, 2021, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. Contractor shall supply brass fittings at the unit prices set forth in Exhibit "A" for Groups 4 and 8. City makes no covenant or promise as to the number of products City will purchase during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

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 will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew the Agreement.
3. **Consideration.** Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. Final payment will be made only after delivery of the products and completion of the City's final acceptance inspection. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall deliver the products 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
 Empire Pipe & Supply Company, Inc.
 Alex Mestre, Central Florida
 Territory Manager
 2260 Old Lake Mary Road
 Sanford, FL 32771

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. **Warranty.** All contracted parts shall be supplied with manufacturer's standard warranty. All repairs and service shall be supplied with a standard ninety (90) day warranty for materials and workmanship.
18. **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.
19. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
20. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

22. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.
23. **Verification of Employment Status Using E-Verify System**
- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
 - (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.
24. **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 _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2021.

Witnesses:

EMPIRE PIPE & SUPPLY COMPANY, INC.

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) 676-3330

INVITATION TO BID BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Brass Fittings

BID NUMBER: 2021-11

BID OPENING DATE & TIME: February 10, 2021 at 2:00 PM

BID OPENING LOCATION: City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street

PRE-BID MEETING DATE & TIME: January 21, 2021 at 11:00 AM

PRE-BID MEETING LOCATION: City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street

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

BIDDER'S NAME: Empire Pipe & Supply

BIDDER'S MAILING ADDRESS: 2260 Old Lake Mary Rd,

CITY-STATE-ZIP: Sanford, FL 32771

F.E.I.N. or S.S. NUMBER: 20-5330433

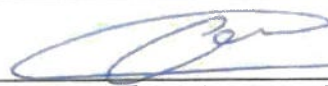
PHONE NUMBER: 407-295-2400

EMAIL: amestre@empirepipe.com

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder 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 Bidder.

X


AUTHORIZED SIGNATURE (MANUAL)

Alex Mestre

NAME (TYPED)

Central Florida Territory Manager

TITLE

02/10/21
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 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.

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.

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID 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 Bid will be furnished in writing to all prospective Bidders. 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 is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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 Bid 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 Bidder, 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 Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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 Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable 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 Bid.

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

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.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to

perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

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.

City of Ormond Beach

BRASS FITTINGS

Bid No. 2021-11

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

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 Bid 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 Bid at any time and to negotiate with any party prior to or after submittal of Bid.

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

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

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. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property 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** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **one (1) year** and will be automatically renewed for two 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.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach is requesting bids for new Brass Fittings. Bids must be made on Brass Fittings that can be inspected, accepted and delivered in compliance with the specifications herein.

Purchase orders will be issued for specific quantities on an 'as needed' basis.

No commitments for future purchases for this or any other project are implied and responding Bidders should not infer any such intentions by the City.

It is the City's belief that the product required is adequately described herein. Therefore, any negotiated contract, which may result from this bid, must include the entire effort required of the bidder to provide the product described. Specifically, not additional fees shall be allowed for any additional services performed for any reasons whatsoever, except those directly attributable to the city's errors or omissions.

PRODUCT SPECIFICATION

1. It is the intent of these specifications to describe Brass Fittings and related components. All parts not specifically mentioned, which are necessary to provide a complete unit, shall be included in the bid and conform in strength and quality of material and workmanship to that which is usually provided to the trade in general.
2. Product must meet the minimum specifications detailed on cost proposal form pricing, Attachment "B".
3. No-lead brass products, as designated by "NL", shall contain no more than 0.25% total lead content by weight.
 - a. Brass alloy used for all surfaces coming in contact with potable water shall meet the requirements of the Safe Drinking Water Act.
 - b. Brass alloy used for all surfaces coming in contact with potable water shall meet the requirements of the Safe Drinking Water Act as amended by the Reduction of Lead in Drinking Water Act.
4. Unit pricing should be inclusive of delivery charges.
5. All products must be new, of current model under manufacture.

DELIVERY

1. The products must be shipped within thirty (30) days after receipt of order (ARO).
2. Delivery will be FOB destination to 501 N Orchard Street, Ormond Beach, Florida 32174.
3. Inspection and acceptance of products purchased shall be accomplished by the City's designated personnel. Contractor will be responsible for the safe unloading of all material onto the City's site.
4. The product provided under this contract shall remain the property of the seller until a physical inspection is made and thereafter accepted by the City.
5. In the event the product supplied to the City is found to be defective or does not confirm to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Product shall be returned to the seller at seller's expense.

WARRANTY

1. The products will have a minimum twelve (12) month warranty.
2. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, 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 (4%) percent 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.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

City of Ormond Beach**BRASS FITTINGS****Bid No. 2021-11****BID RESPONSE FORM****THIS BID IS SUBMITTED TO:**

(Name and Address of Owner)

Purchasing Coordinator
 City of Ormond Beach
 22 S. Beach Street
 Ormond Beach, Florida 32174
 Phone: (386) 676-3223

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

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.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (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 Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
01/29/2021	1
_____	_____
_____	_____



Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, 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.

BID RESPONSE FORM
(continued)

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 the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Empire Pipe and Supply

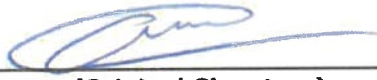
VENDOR/CONTRACTOR LICENSE NUMBER: 202829

ADDRESS: 2260 Old Lake Mary Rd.
Sanford, FL 32771

PHONE NO.: 407-295-2400 EMAIL: amestre@empirepipe.com

SUBMITTER'S NAME: Alex Mestre
 (Typed or Printed in Ink)

TITLE: Territory Manager

AUTHORIZED SIGNATURE: I,  hereby
 (Original Signature)

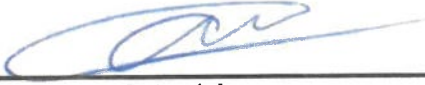
declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach**BRASS FITTINGS****Bid No. 2021-11**

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

<u>Group No:</u>	<u>Description:</u>	<u>Total Price:</u>
1.	Ford Meter Service Material	\$ <u>—</u>
2.	Domestic Brass Pipe Nipples	\$ <u>3,767</u>
3.	Ford Double Strap Service Saddles & Repair Clamps	\$ <u>—</u>
4.	Mainline Gate Valves – AWWA Standard	\$ <u>47,499.53</u>
5.	TPS One-Bolt Couplings	\$ <u>21,745.20</u>
6.	DFW Meter Boxes	\$ <u>118,318.40</u>
7.	Mechanical Joint Fittings	\$ <u>33,696.94</u>
8.	Endot Endotrace Service Tubing	\$ <u>6,567</u>
9.	Fernco Strongback Couplings	\$ <u>21,361.65</u>
TOTAL BID FOR CONTRACT		\$ <u>252,955.72</u>
		(Figures)
 _____ (Words)		

City of Ormond Beach**BRASS FITTINGS****Bid No. 2021-11****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.

Empire Pile and Supply
COMPANY NAME


AUTHORIZED SIGNATURE

Alex Mestre
NAME (PRINT OR TYPE)

Territory Manager
TITLE

City of Ormond Beach

BRASS FITTINGS

Bid No. 2021-11

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Empire Pipe and Supply
 COMPANY NAME
[Signature]
 AUTHORIZED SIGNATURE
Alex Mestre
 NAME
Territory Manager
 TITLE
02/10/21
 DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids 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:

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.

Empire Pipe and Supply
 COMPANY NAME


 AUTHORIZED SIGNATURE

Alex Mestre
 NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

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

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

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



Local Vendor Affidavit of Eligibility

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

** Not Service Contract
 * If awarded we can provide
 Certificate of Insurance*

**Attachment A
 City of Ormond Beach
 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.

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 there from, 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 there from 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 there from, 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 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 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 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.

**2021-11 Attachment B - Cost Proposal Form Pricing
BRASS FITTINGS**

GROUP 1: Ford Meter Service Material

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	Ford, 5/8"x3/4" Meter Yoke	Y-502	1,000	EA	—	—
2	Ford, 1" Meter Yoke	Y-504	50	EA	—	—
3	Ford, 3/4" Expansion Connection	EC-23-NL	1,000	EA	—	—
4	Ford, 1" Expansion Connection	EC-4-NL	50	EA	—	—
5	Ford, 3/4" Yoke Outlet Piece - FIP	C91-23	300	EA	—	—
6	Ford, 3/4" Yoke Outlet Piece - MIP	C98-23	1,000	EA	—	—
7	Ford, 1" Yoke Outlet Piece - FIP	C91-44	50	EA	—	—
8	Ford, 1" Yoke Outlet Piece - MIP	C98-44	50	EA	—	—
9	Ford, 3/4" Yoke Dual Check Valve	HHS91-323- NL	1,000	EA	—	—
10	Ford, 1" Yoke Dual Check Valve	HHS91-344- NL	50	EA	—	—
11	Ford, 3/4" Yoke Valve, FIP x Yoke Nut	B91-223W-NL	400	EA	—	—
12	Ford, 1" Yoke Valve, FIP x Yoke Nut	B91-344W-NL	50	EA	—	—
13	Ford, 3/4" Yoke Valve, PJ/CTS x Yoke Nut	B94-223W-NL	200	EA	—	—
14	Ford, 1"x3/4" Yoke Valve, PJ/CTS x Yoke Nut	B94-324W-NL	800	EA	—	—
15	Ford, 1" Yoke Valve, PJ/CTS x Yoke Nut	B94-344W-NL	50	EA	—	—
16	Ford, 3/4" Curb Stop, FIP x FIP	B11-333W-NL	500	EA	—	—
17	Ford, 1" Curb Stop, FIP x FIP	B11-444W-NL	60	EA	—	—
18	Ford, 1 1/2" Curb Stop, FIP x FIP	B11-666W-NL	20	EA	—	—
19	Ford, 2" Curb Stop, FIP x FIP	B11-777W-NL	40	EA	—	—

20	Ford, 2" Curb Stop, MIP x FIP	B81-777W-NL	80	EA	—	—
21	Ford, 3/4" Curb Stop, PJ/CTSx FIP	B41-333W-NL	50	EA	—	—
22	Ford, 1" Curb Stop, PJ/CTSx FIP	B41-444W-NL	200	EA	—	—
23	Ford, 1 1/2" Curb Stop, PJ/CTS x FIP	B41-666W-NL	20	EA	—	—
24	Ford, 1 1/2" Curb Stop, PJ/CTS x Flange	BF43-666W-NL	20	EA	—	—
25	Ford, 2" Curb Stop, PJ/CTSx FIP	B41-777W-NL	25	EA	—	—
26	Ford, 2" Curb Stop, PJ/CTS x Flange	BF43-777W-NL	40	EA	—	—
27	Ford, 1" Corporation Stop, MIP x PJ/CTS	F1100-4-NL	100	EA	—	—
28	Ford, 1"x3/4" Branch Piece, PJ/CTS x MIP	U48-43-7.5-NL	300	EA	—	—
29	Ford, 3/4" Coupling, PJ/CTS x PJ/CTS	C44-33	100	EA	—	—
30	Ford, 3/4"x1" Coupling, PJ/CTS x PJ/CTS	C44-34	50	EA	—	—
31	Ford, 1" Coupling, PJ/CTS x PJ/CTS	C44-44	300	EA	—	—
32	Ford, 1 1/2" Coupling, PJ/CTS x PJ/CTS	C44-66	30	EA	—	—
33	Ford, 2" Coupling, PJ/CTS x PJ/CTS	C44-77	40	EA	—	—
34	Ford, 3/4" Adapter, FIP x PJ/CTS	C14-33	200	EA	—	—
35	Ford, 1" Adapter, FIP x PJ/CTS	C14-44	200	EA	—	—
36	Ford, 1 1/2" Adapter, FIP x PJ/CTS	C14-66	20	EA	—	—
37	Ford, 2" Adapter, FIP x PJ/CTS	C14-77	40	EA	—	—
38	Ford, 3/4" Adapter, MIP x PJ/CTS	C84-33	400	EA	—	—
39	Ford, 3/4"x1" Adapter, MIP x PJ/CTS	C84-34	400	EA	—	—
40	Ford, 1" Adapter, MIP x PJ/CTS	C84-44	200	EA	—	—
41	Ford, 1 1/2" Adapter, MIP x PJ/CTS	C84-66	20	EA	—	—

42	Ford, 2" Adapter, MIP x PJ/CTS	C84-77	40	EA	-	-
43	Ford, 3/4" Adapter, MIP x IPS Compression	C85-33	200	EA	-	-
44	Ford, 3/4"x1" Adapter, MIP x IPS Compression	C85-34	100	EA	-	-
45	Ford, 1" Adapter, MIP x IPS Compression	C85-44	100	EA	-	-
46	Ford, 1 1/2" Adapter, MIP x IPS Compression	C85-66	20	EA	-	-
47	Ford, 2" Adapter, MIP x IPS Compression	C85-77	40	EA	-	-
48	Ford, 3/4" Coupling, PJ/CTS x IPS Compression	C45-33	200	EA	-	-
49	Ford, 1" Coupling, PJ/CTS x IPS Compression	C45-44	100	EA	-	-
50	Ford, 1 1/2" Coupling, PJ/CTS x IPS Compression	C45-66	20	EA	-	-
51	Ford, 2" Coupling, PJ/CTS x IPS Compression	C45-77	40	EA	-	-
GROUP 1 TOTAL						

GROUP 2: Domestic Brass Pipe Nipples

AY McDougall Brand

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3/4"x Close Brass Nipple - Domestic	2200D 2012-001	300	EA	1.54	\$462.00
2	3/4" x 2" Brass Nipple - Domestic	5429-224 2012-200	200	EA	1.93	\$386.00
3	3/4" x 6" Brass Nipple - Domestic	5429-232 2012-600	100	EA	4.94	\$494.00
4	1" x Close Brass Nipple - Domestic	5429-232 2016-001	50	EA	2.26	\$113.00
5	1" x 4" Brass Nipple - Domestic	5429-244 2016-400	50	EA	4.90	\$245.00
6	1"x6" Brass Nipple - Domestic	5429-244 2016-600	50	EA	7.21	\$360.50
7	2" x Close Brass Nipple - Domestic	5429-257 2032-001	50	EA	6.77	\$338.50
8	2" x 4" Brass Nipple - Domestic	5429-251 2032-400	50	EA	11.05	\$552.50

9	2" x 6" Brass Nipple - Domestic	5439-285 2032-600	50	EA	16.32	816.00
GROUP 2 TOTAL						13,767

GROUP 3: Ford Double Strap Service Saddles & Repair Clamps

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	Ford, 6"x1" IP Double Strap Saddle F/PVC	F202-669-IP4	100	EA		
2	Ford, 6"x1" IP Double Strap Saddle F/CI & AC	F202-760-IP4	200	EA		
3	Ford, 6"x2" IP double Strap Saddle F/CI & AC	F202-760-IP7	50	EA		
4	Ford, 8"x1" IP Double Strap Saddle F/PVC	F202-871-IP4	100	EA		
5	Ford, 8"x1" IP Double Strap Saddle F/CI & AC	F202-979-IP4	200	EA		
6	Ford, 8"x2" IP Double Strap Saddle F/CI & AC	F202-979-IP7	100	EA		
7	Ford, 3/4"x3" Full Wrap Clamp - CTS OD	FSC-088x3R	100	EA		
8	Ford, 3/4"x6" Full Wrap Clamp - CTS OD	FSC-088x6R	100	EA		
9	Ford, 3/4"x3" Full Wrap Clamp - IPS OD	FSC-105x3R	100	EA		
10	Ford, 3/4"x6" Full Wrap Clamp - IPS OD	FSC-105x6R	100	EA		
11	Ford, 1"x3" Full Wrap Clamp - CTS OD	FSC-113x3R	100	EA		
12	Ford, 1"x6" Full Wrap Clamp - CTS OD	FSC-113x6R	100	EA		
13	Ford, 1"x3" Full Wrap Clamp - IPS OD	FSC-132x3R	100	EA		
14	Ford, 1"x6" Full Wrap Clamp - IPS OD	FSC-132x6R	100	EA		
15	Ford, 1 1/2"x3" Full Wrap Clamp - CTS OD	FSC-163x3R	25	EA		
16	Ford, 1 1/2"x6" Full Wrap Clamp - CTS OD	FSC-163x6R	25	EA		
17	Ford, 1 1/2"x3" Full Wrap Clamp - IPS OD	FSC-190x3R	25	EA		

18	Ford, 1 1/2"x6" Full Wrap Clamp - IPS OD	FSC-190x6R	25	EA		
19	Ford, 2"x3" Full Wrap Clamp - CTS OD	FSC-213x3R	50	EA		
20	Ford, 2"x6" Full Wrap Clamp - CTS OD	FSC-213x6R	50	EA		
21	Ford, 2"x3" Full Wrap Clamp - IPS OD	FSC-238x3R	50	EA		
22	Ford, 2"x6" Full Wrap Clamp - IPS OD	FSC-238x6R	50	EA		
23	Ford, 2"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-263x7.5	25	EA		
24	Ford, 2"x15" Full Circle Repair Clamp - PVC OD	F1-263x15	25	EA		
25	Ford, 3"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-370x7.5	10	EA		
26	Ford, 3"x15" Full Circle Repair Clamp - PVC OD	F1-370x15	10	EA		
27	Ford, 4"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-473x7.5	8	EA		
28	Ford, 4"x15" Full Circle Repair Clamp - PVC OD	F1-473x15	8	EA		
29	Ford, 4"x7 1/2" Full Circle Repair Clamp - CI & AC OD	F1-514x7.5	8	EA		
30	Ford, 4"x15" Full Circle Repair Clamp - CI & AC OD	F1-514x15	8	EA		
31	Ford, 6"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-696x7.5	12	EA		
32	Ford, 6"x15" Full Circle Repair Clamp - PVC OD	F1-696x15	12	EA		
33	Ford, 6"x7 1/2" Full Circle Repair Clamp - CI OD	F1-724x7.5	12	EA		
34	Ford, 6"x15" Full Circle Repair Clamp - CI OD	F1-724x15	12	EA		
35	Ford, 6"x7 1/2" Full Circle Repair Clamp - RB AC OD	F1-745x7.5	12	EA		
36	Ford, 6"x15" Full Circle Repair Clamp - RB AC OD	F1-745x15	12	EA		
37	Ford, 8"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-894x7.5	10	EA		
38	Ford, 8"x15" Full Circle Repair Clamp - PVC OD	F1-894x15	10	EA		

39	Ford, 8"x7 1/2" Full Circle Repair Clamp - CI OD	F1-939x7.5	10	EA	-	-
40	Ford, 8"x15" Full Circle Repair Clamp - CI OD	F1-939x15	10	EA	-	-
41	Ford, 8"x7 1/2" Full Circle Repair Clamp - RB AC OD	F1-967x7.5	10	EA	-	-
42	Ford, 8"x15" Full Circle Repair Clamp - RB AC OD	F1-967x15	10	EA	-	-
43	Ford, 10"x15" Full Circle Repair Clamp - Class PVC OD	F1-1104x15	4	EA	-	-
44	Ford, 10"x15" Full Circle Repair Clamp - CI OD	F1-1144x15	4	EA	-	-
45	Ford, 12"x15" Full Circle Repair Clamp - Class PVC OD	F1-1302x15	3	EA	-	-
46	Ford, 12"x15" Full Circle Repair Clamp - CI OD	F1-1350x15	3	EA	-	-
47	Ford, 14"x20" Full Circle Repair Clamp - CI OD	F2-1582x20	1	EA	-	-
48	Ford, 16"x20" Full Circle Repair Clamp - CI OD	F2-1790x20	1	EA	-	-
49	Ford, 20"x20" Full Circle Repair Clamp - CI OD	F2-2227x20	1	EA	-	-
50	Ford, 24"x20" Full circle Repair Clamp - CI OD	F3-2680x20	1	EA	-	-
GROUP 3 TOTAL						-

GROUP 4: Mainline Gate Valves - AWWA Standard

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3" Resilient Wedge Gate Valves with Mechanical Joint End	KENNEDY C509	5	EA	\$304.25	\$1,521.25
2	4" Resilient Wedge Gate Valves with Mechanical Joint End	KENNEDY C509	5	EA	\$339.67	\$1,698.35
3	6" Resilient Wedge Gate Valves with Mechanical Joint End	KENNEDY C509	15	EA	\$431.11	\$6,466.65
4	8" Resilient Wedge Gate Valves with Mechanical Joint End	KENNEDY C509	10	EA	\$686.69	\$6,866.90

5	10" Resilient Wedge Gate Valves with Mechanical Joint End	KENNEDY C509	5	EA	\$1,076.51	\$5,538.55
6	12" Resilient Wedge Gate Valves with Mechanical Joint End	KENNEDY C509	5	EA	\$1,362.19	\$6,810.95
7	16" Resilient Wedge Gate Valves with Mechanical Joint End	KENNEDY C515	2	EA	\$3,681.27	\$7,182.54
8	24" Resilient Wedge Gate Valves with Mechanical Joint End	KENNEDY C515	1	EA	\$11,540.34	\$11,540.34
GROUP 4 TOTAL						\$47,489.53

GROUP 5: TPS One-Bolt Couplings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	4" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0561-0000-000	40	EA	\$198.50	\$7,980
2	6" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0765-0000-000	30	EA	\$259.56	\$7,786.80
3	8" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0984-0000-000	20	EA	\$298.92	\$5,978.40
GROUP 5 TOTAL						\$21,745.20

GROUP 6: DFW Meter Boxes

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	DFW, D1300 Extra Duty Single Meter Box Complete W/CI Reader Lid	DFW1300-12-1C	1,000	EA	\$19.29	\$19,290
2	DFW, D1200 Single Lid Only W/CI Reader Lid	DFW1200-1C-LID	800	EA	\$9.11	\$7,288
3	DFW, D1600 Extra Duty Dual Meter Box Complete W/CI Reader Lid	DFW1600-12-1C	500	EA	\$32.75	\$16,375
4	DFW, D1500 Dual Lid Only W/CI Reader Lid	DFW1500-1C-LID	600	EA	\$13.52	\$8,112

5	DFW, #36F Heavy Duty Single Meter Box Complete W/CI Reader Lid	DFW36F-12-1C	100	EA	\$78.31	\$7,831
6	DFW, #36F Heavy Duty Single Lid Only W/CI Reader Lid	DFW36C-1C-LID	200	EA	\$28.02	\$5,604
7	DFW, #37F Heavy Duty 1" Meter Box Complete W/CI Reader Lid	DFW37F-12-1C	100	EA	\$95.41	\$9,541
8	DFW, #37F Heavy Duty 1" Lid Only W/CI Reader Lid	DFW37C-1C-LID	100	EA	\$37.44	\$3,744
9	DFW, #39F Heavy Duty Dual MeterBox Complete W/CI Reader Lid	DFW39F-12-1C	100	EA	\$106.14	\$10,614
10	DFW, #39F Heavy Duty Dual Lid Only W/CI Reader Lid	DFW39F-1C-LID	120	EA	\$39.37	\$4,724.40
11	DFW, #1730 Heavy Duty 2" Meter Box Complete W/CI Reader Lid	DFW1730F-12-1C	20	EA	\$194.38	\$3,887.60
12	DFW, #1730 Heavy Duty 2" Lid Only W/CI Reader Lid	DFW1730F-1C-LID	20	EA	\$77.22	\$1,544.40
13	DFW,D1300 Black Box W/ solid green lid marked "SEWER"	DFW1300-12-2 SEWER	300	EA	\$17.34	\$5,202
14	DFW,D1300 Purple Box W/ Solid Purple Lid Marked "RECLAIMED"	DFW1300D5-12-5	500	EA	\$18.85	\$9,425
15	DFW, 10" Round Plastic Valve Box W/Green Lid Marked "SEWER"	DFW1100-10-2 SEWER	300	EA	\$7.82	\$2,346
16	DFW, 10"Round Plastic Valve Box W/Purple Lid Marked "RECLAIMED"	DFW100D5-10-5	300	EA	\$9.30	\$2,790
GROUP 6 TOTAL						118,318.40

GROUP 7: Mechanical Joint Fittings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	6" CI MJ 90 Degree Bend	MJB9006	10	EA	\$59.90	\$599.00
2	6" CI MJ 45 Degree Bend	MJB4506	30	EA	\$48.86	\$1,465.80
3	6" CI MJ Coupling	MJSL06	5	EA	\$55.30	\$276.50
4	8" CI MJ 90 Degree Bend	MJB9008	10	EA	\$87.05	\$870.50

Exhibit 1

5	8" CI MJ 45 Degree Bend	MJB4508	20	EA	\$71.22	\$1,424.40
6	8" CI MJ Coupling	MJSL08	5	EA	\$88.08	\$440.40
7	10" CI MJ 90 Degree Bend	MJB9010	8	EA	\$137.97	\$1,103.76
8	10" CI MJ 45 Degree Bend	MJB4510	10	EA	\$102.88	\$1,028.80
9	10" CI MJ Coupling	MJSL10	4	EA	\$105.29	\$421.16
10	12" CI MJ 90 Degree Bend	MJB9012	4	EA	\$185.80	\$743.20
11	12" CI MJ 45 Degree Bend	MJB4512	8	EA	\$153.80	\$1,230.40
12	12" CI MJ Coupling	MJSL10	2	EA	\$141.76	\$283.52
13	6" MJ Retaining Gland- DI	SGDPPK06N	150	EA	\$31.13	\$4,669.50
14	6" MJ Retaining Gland- PVC	PVCPK4006G2	150	EA	\$36.25	\$5,437.50
15	8" MJ Retaining Gland- DI	SGDPPK08N	150	EA	\$42.42	\$6,363.00
16	8" MJ Retaining Gland- PVC	PVCPK4008G2	150	EA	\$48.93	\$7,339.50
GROUP 7 TOTAL						33,696.94

GROUP 8: Endot Endotrace Service Tubing

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3/4" Endot Endotrace Tubing- Blue	PEP07541010009	1000	Per 100'Roll	\$24.71	\$247.10
2	1" Endot Endotrace Tubing- Blue	PEP10041010009	3000	Per 100'Roll	\$39.90	\$1,197.00
3	1 1/2" Endot Endotrace Tubing- Blue	PEP15041010009	500	Per 100'Roll	\$86.64	\$433.20
4	2" Endot Endotrace Tubing- Blue	PEP20041010009	1000	Per 100'Roll	\$140.62	\$1,406.20
5	3/4" Endot Endotrace Tubing- Purple	PEC07541010009	1000	Per 100'Roll	\$24.71	\$247.10
6	1" Endot Endotrace Tubing- Purple	PEC10041010009	3000	Per 100'Roll	\$39.90	\$1,197.00
7	1 1/2" Endot Endotrace Tubing- Purple	PEC15041010009	500	Per 100'Roll	\$86.64	\$433.20
8	2" Endot Endotrace Tubing- Purple	PEC20041010009	1000	Per 100'Roll	\$140.62	\$1,406.20
GROUP 8 TOTAL						\$6,567.00

GROUP 9: Fernco Strongback Couplings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	4" Fernco Strong Back RC Couplings- Clay to Clay	1001-44RC	15	EA	\$17.80	\$267.00

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2	4" Fernco Strong Back RC couplings- Clay to CI/PL	1002-44RC	75	EA	\$26.09	\$1,956.75
3	4" Fernco Strong Back RC Couplings- CI/PL to CI/PL	1156-44RC	50	EA	\$17.80	\$890
4	4" Fernco Strong Back RC Couplings- Clay to AC/DI	1003-44RC	15	EA	\$26.09	\$391.35
5	6" Fernco Strong Back RC Couplings- Clay to Clay	1001-66 RC	10	EA	\$33.90	\$339
6	6" Fernco Strong Back RC Couplings- AC/DI to AC/DI	1055-66RC	10	EA	\$33.90	\$339
7	6" Fernco Strong Back RC Couplings- AC/DI to CI/PL	1051-66RC	15	EA	\$33.90	\$508.50
8	6" Fernco Strong Back RC couplings- Clay to CI/PL	1002-66RC	75	EA	\$44.26	\$3,319.50
9	6" Fernco Strong Back RC Couplings- CI/PL to CI/PL	1056-66RC	50	EA	\$33.90	\$1,695
10	8" Fernco Strong Back RC Couplings- Clay to AC/DI	1003-88RC	15	EA	\$69.05	\$1,035.75
11	8" Fernco Strong Back RC Couplings- AC/DI to AC/DI	1051-88RC	30	EA	\$50.34	\$1,510.20
12	8" Fernco Strong Back RC Coupling- CI/PL to CI/PL	1056-88RC	30	EA	\$50.34	\$1,510.20
13	10" Fernco Strong Back RC Coupling- CI/PL to CI/PL	1056-1010RC	10	EA	\$65.48	\$654.80
14	10" Fernco Strong Back RC Coupling- CI/PL to 8"CI/PL	1056-10-8RC	10	EA	\$88.30	\$883.00
15	10" Fernco Strong Back RC Coupling- Clay to CI/PL	1002-1010RC	20	EA	\$65.48	\$1,309.60
16	12" Fernco Strong Back RC Coupling- Clay to Clay	1001-1212RC	10	EA	\$80.16	\$801.60
17	12" Fernco Strong Back RC Coupling- Clay to CI/PL	1002-1212Rc	10	EA	\$80.16	\$801.60
18	12" Fernco Strong Back RC Coupling- Clay to AC/DI	1003-1212RC	10	EA	\$117.36	\$1,173.60
19	12" Fernco Strong Back RC Coupling- DI/AC to CI/PL	1051-1210RC	10	EA	\$117.36	\$1,173.60
20	12" Fernco Strong Back RC Coupling- DI to DI	1055-1212RC	10	EA	\$80.16	\$801.60
GROUP 9 TOTAL						\$21,361.65

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 **Ferguson Enterprises, LLC** ("Contractor"), a foreign corporation, 1470 Bobby Lee Point, Sanford, FL 32771, 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 Invitation to Bid (ITB 2021-11, "Brass Fittings") dated February 3, 2021, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. Contractor shall supply brass fittings at the unit prices set forth in Exhibit "A" for Groups 1, 2, 7 and 9. City makes no covenant or promise as to the number of products City will purchase during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

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 will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew the Agreement.
3. **Consideration.** Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. Final payment will be made only after delivery of the products and completion of the City's final acceptance inspection. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall deliver the products 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
Ferguson Enterprises, LLC
Justin Montandon, Municipal Sales
1470 Bobby Lee Point
Sanford, FL 32771

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. **Warranty.** All contracted parts shall be supplied with manufacturer's standard warranty. All repairs and service shall be supplied with a standard ninety (90) day warranty for materials and workmanship.
18. **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.
19. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
20. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

22. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.
23. **Verification of Employment Status Using E-Verify System**
- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
 - (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.
24. **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 _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this ____ day of _____, 2021.

Witnesses:

FERGUSON ENTERPRISES, LLC

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) 676-3330

INVITATION TO BID BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Brass Fittings
BID NUMBER: 2021-11
BID OPENING DATE & TIME: February 10, 2021 at 2:00 PM
BID OPENING LOCATION: City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street
PRE-BID MEETING DATE & TIME: January 21, 2021 at 11:00 AM
PRE-BID MEETING LOCATION: City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street

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

BIDDER'S NAME: Ferguson Enterprises, LLC

BIDDER'S MAILING ADDRESS: 1470 Bobby Lee Point

CITY-STATE-ZIP: Sanford, FL 32771

F.E.I.N. or S.S. NUMBER: 54-1211771

PHONE NUMBER: 407-859-7473

EMAIL: justin.montandon@ferguson.com

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder 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 Bidder.

X

Justin Montandon
AUTHORIZED SIGNATURE (MANUAL)

Justin Montandon

NAME (TYPED)

Municipal Sales

TITLE

2/3/2021

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 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.

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.

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID 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 Bid will be furnished in writing to all prospective Bidders. 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 is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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 Bid 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 Bidder, 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 Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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 Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable 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 Bid.

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

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.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to

perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

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.

City of Ormond Beach

BRASS FITTINGS Bid No. 2021-11

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

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 Bid 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 Bid at any time and to negotiate with any party prior to or after submittal of Bid.

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

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

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. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property 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** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **one (1) year** and will be automatically renewed for two 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.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach is requesting bids for new Brass Fittings. Bids must be made on Brass Fittings that can be inspected, accepted and delivered in compliance with the specifications herein.

Purchase orders will be issued for specific quantities on an 'as needed' basis.

No commitments for future purchases for this or any other project are implied and responding Bidders should not infer any such intentions by the City.

It is the City's belief that the product required is adequately described herein. Therefore, any negotiated contract, which may result from this bid, must include the entire effort required of the bidder to provide the product described. Specifically, not additional fees shall be allowed for any additional services performed for any reasons whatsoever, except those directly attributable to the city's errors or omissions.

PRODUCT SPECIFICATION

1. It is the intent of these specifications to describe Brass Fittings and related components. All parts not specifically mentioned, which are necessary to provide a complete unit, shall be included in the bid and conform in strength and quality of material and workmanship to that which is usually provided to the trade in general.
2. Product must meet the minimum specifications detailed on cost proposal form pricing, Attachment "B".
3. No-lead brass products, as designated by "NL", shall contain no more than 0.25% total lead content by weight.
 - a. Brass alloy used for all surfaces coming in contact with potable water shall meet the requirements of the Safe Drinking Water Act.
 - b. Brass alloy used for all surfaces coming in contact with potable water shall meet the requirements of the Safe Drinking Water Act as amended by the Reduction of Lead in Drinking Water Act.
4. Unit pricing should be inclusive of delivery charges.
5. All products must be new, of current model under manufacture.

DELIVERY

1. The products must be shipped within thirty (30) days after receipt of order (ARO).
2. Delivery will be FOB destination to 501 N Orchard Street, Ormond Beach, Florida 32174.
3. Inspection and acceptance of products purchased shall be accomplished by the City's designated personnel. Contractor will be responsible for the safe unloading of all material onto the City's site.
4. The product provided under this contract shall remain the property of the seller until a physical inspection is made and thereafter accepted by the City.
5. In the event the product supplied to the City is found to be defective or does not confirm to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Product shall be returned to the seller at seller's expense.

WARRANTY

1. The products will have a minimum twelve (12) month warranty.
2. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, 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 (4%) percent 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.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

City of Ormond Beach**BRASS FITTINGS****Bid No. 2021-11****BID RESPONSE FORM**

THIS BID IS SUBMITTED TO:
 (Name and Address of Owner)

Purchasing Coordinator
 City of Ormond Beach
 22 S. Beach Street
 Ormond Beach, Florida 32174
 Phone: (386) 676-3223

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

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.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (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 Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>1/29/2021</u>	<u>1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, 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.

BID RESPONSE FORM
(continued)

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 the CITY.

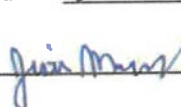
THIS BID IS SUBMITTED BY:

COMPANY NAME: Ferguson Enterprises LLC

VENDOR/CONTRACTOR LICENSE NUMBER: (FEIN) 54-1211771

ADDRESS: 1470 Bobby Lee Point
Sanford FL 32771

PHONE NO.: 407-859-7473 EMAIL: justin.montandon@ferguson.com

SUBMITTER'S NAME: Justin Montandon 
 (Typed or Printed in Ink)

TITLE: Municipal Outside Sales

AUTHORIZED SIGNATURE: I,  hereby
 (Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach**BRASS FITTINGS****Bid No. 2021-11**

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

<u>Group No:</u>	<u>Description:</u>	<u>Total Price:</u>
1.	Ford Meter Service Material	\$ 339,704.55
2.	Domestic Brass Pipe Nipples	\$ 3,467.50
3.	Ford Double Strap Service Saddles & Repair Clamps	\$ 64,429.65
4.	Mainline Gate Valves – AWWA Standard	\$ 49,927.32
5.	TPS One-Bolt Couplings	\$ 21,578.60
6.	DFW Meter Boxes	\$ 120,840.40
7.	Mechanical Joint Fittings	\$ 24,801.09
8.	Endot Endotrace Service Tubing	\$ 12,320.00
9.	Fernco Strongback Couplings	\$ 21,345.80

TOTAL BID FOR CONTRACT

\$ 658,414.91

(Figures)

Six Hundred and Fifty Eight thousand, four hundred and fourteen dollars and ninty one cents

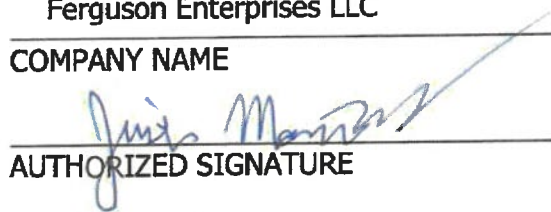
(Words)

City of Ormond Beach**BRASS FITTINGS****Bid No. 2021-11****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.
* None
- [☒] 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.
* None

Ferguson Enterprises LLC

COMPANY NAME


 AUTHORIZED SIGNATURE

Justin Montandon

NAME (PRINT OR TYPE)

Municipal Sales

TITLE

City of Ormond Beach

BRASS FITTINGS

Bid No. 2021-11

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Ferguson Enterprises LLC

COMPANY NAME

AUTHORIZED SIGNATURE

Justin Montandon

NAME

Municipal Sales

TITLE

2/3/2021

DATE

CITY OF ORMOND BEACH DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids 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:

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.

Ferguson Enterprises LLC

COMPANY NAME

AUTHORIZED SIGNATURE

Justin Montandon

NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

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

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

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

***** Ferguson Enterprises LLC Does not have a location in
Ormond Beach Florida



Local Vendor Affidavit of Eligibility

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

**Attachment A
City of Ormond Beach
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.

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 there from, 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 there from 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 there from, 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 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 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 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.

**2021-11 Attachment B - Cost Proposal Form Pricing
BRASS FITTINGS**

GROUP 1: Ford Meter Service Material

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	Ford, 5/8"x3/4" Meter Yoke	Y-502	1,000	EA	9.41	9,410.00
2	Ford, 1" Meter Yoke	Y-504	50	EA	16.99	849.50
3	Ford, 3/4" Expansion Connection	EC-23-NL	1,000	EA	16.66	16,660.00
4	Ford, 1" Expansion Connection	EC-4-NL	50	EA	27.99	1,399.50
5	Ford, 3/4" Yoke Outlet Piece - FIP	C91-23	300	EA	6.86	2,058.00
6	Ford, 3/4" Yoke Outlet Piece - MIP	C98-23	1,000	EA	7.61	7,610.00
7	Ford, 1" Yoke Outlet Piece - FIP	C91-44	50	EA	11.35	567.50
8	Ford, 1" Yoke Outlet Piece - MIP	C98-44	50	EA	20.25	1,012.50
9	Ford, 3/4" Yoke Dual Check Valve	HHS91-323- NL	1,000	EA	51.45	51,450.00
10	Ford, 1" Yoke Dual Check Valve	HHS91-344- NL	50	EA	57.44	2,8720.00
11	Ford, 3/4" Yoke Valve, FIP x Yoke Nut	B91-223W-NL	400	EA	29.96	11,984.00
12	Ford, 1" Yoke Valve, FIP x Yoke Nut	B91-344W-NL	50	EA	54.77	2,738.50
13	Ford, 3/4" Yoke Valve, PJ/CTS x Yoke Nut	B94-223W-NL	200	EA	36.48	7,296.00
14	Ford, 1"x3/4" Yoke Valve, PJ/CTS x Yoke Nut	B94-324W-NL	800	EA	61.29	49,032.00
15	Ford, 1" Yoke Valve, PJ/CTS x Yoke Nut	B94-344W-NL	50	EA	64.78	3,239.00
16	Ford, 3/4" Curb Stop, FIP x FIP	B11-333W-NL	500	EA	44.53	22,265.00
17	Ford, 1" Curb Stop, FIP x FIP	B11-444W-NL	60	EA	68.26	4,095.60
18	Ford, 1 1/2" Curb Stop, FIP x FIP	B11-666W-NL	20	EA	137.94	2,758.80
19	Ford, 2" Curb Stop, FIP x FIP	B11-777W-NL	40	EA	200.94	8,037.60

20	Ford, 2" Curb Stop, MIP x FIP	B81-777W-NL	80	EA	238.03	19,042.40
21	Ford, 3/4" Curb Stop, PJ/CTSx FIP	B41-333W-NL	50	EA	50.10	2,505.00
22	Ford, 1" Curb Stop, PJ/CTSx FIP	B41-444W-NL	200	EA	76.00	15,200.00
23	Ford, 1 1/2" Curb Stop, PJ/CTS x FIP	B41-666W-NL	20	EA	163.49	3,269.80
24	Ford, 1 1/2" Curb Stop, PJ/CTS x Flange	BF43-666W-NL	20	EA	151.57	3,031.40
25	Ford, 2" Curb Stop, PJ/CTSx FIP	B41-777W-NL	25	EA	226.63	5,665.75
26	Ford, 2" Curb Stop, PJ/CTS x Flange	BF43-777W-NL	40	EA	256.75	10,270.00
27	Ford, 1" Corporation Stop, MIP x PJ/CTS	F1100-4-NL	100	EA	41.13	4,113.00
28	Ford, 1"x3/4" Branch Piece, PJ/CTS x MIP	U48-43-7.5-NL	300	EA	37.45	11,235.00
29	Ford, 3/4" Coupling, PJ/CTS x PJ/CTS	C44-33	100	EA	15.18	1,518.00
30	Ford, 3/4"x1" Coupling, PJ/CTS x PJ/CTS	C44-34	50	EA	17.64	882.00
31	Ford, 1" Coupling, PJ/CTS x PJ/CTS	C44-44	300	EA	17.36	5,208.00
32	Ford, 1 1/2" Coupling, PJ/CTS x PJ/CTS	C44-66	30	EA	58.11	1,743.30
33	Ford, 2" Coupling, PJ/CTS x PJ/CTS	C44-77	40	EA	78.45	3,138.00
34	Ford, 3/4" Adapter, FIP x PJ/CTS	C14-33	200	EA	13.11	2,622.00
35	Ford, 1" Adapter, FIP x PJ/CTS	C14-44	200	EA	17.79	3,558.00
36	Ford, 1 1/2" Adapter, FIP x PJ/CTS	C14-66	20	EA	51.73	1,034.60
37	Ford, 2" Adapter, FIP x PJ/CTS	C14-77	40	EA	61.60	2,464.00
38	Ford, 3/4" Adapter, MIP x PJ/CTS	C84-33	400	EA	12.46	4,984.00
39	Ford, 3/4"x1" Adapter, MIP x PJ/CTS	C84-34	400	EA	13.80	5,520.00
40	Ford, 1" Adapter, MIP x PJ/CTS	C84-44	200	EA	14.75	2,950.00
41	Ford, 1 1/2" Adapter, MIP x PJ/CTS	C84-66	20	EA	40.44	808.80

42	Ford, 2" Adapter, MIP x PJ/CTS	C84-77	40	EA	58.92	2,356.80
43	Ford, 3/4" Adapter, MIP x IPS Compression	C85-33	200	EA	15.04	3,008.00
44	Ford, 3/4"x1" Adapter, MIP x IPS Compression	C85-34	100	EA	22.13	2,213.00
45	Ford, 1" Adapter, MIP x IPS Compression	C85-44	100	EA	22.96	2,296.00
46	Ford, 1 1/2" Adapter, MIP x IPS Compression	C85-66	20	EA	46.40	928.00
47	Ford, 2" Adapter, MIP x IPS Compression	C85-77	40	EA	60.48	2,419.20
48	Ford, 3/4" Coupling, PJ/CTS x IPS Compression	C45-33	200	EA	16.80	3,360.00
49	Ford, 1" Coupling, PJ/CTS x IPS Compression	C45-44	100	EA	22.54	2,254.00
50	Ford, 1 1/2" Coupling, PJ/CTS x IPS Compression	C45-66	20	EA	75.17	1,503.40
51	Ford, 2" Coupling, PJ/CTS x IPS Compression	C45-77	40	EA	81.69	3,267.60
GROUP 1 TOTAL						339,704.55

GROUP 2: Domestic Brass Pipe Nipples

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3/4"x Close Brass Nipple - Domestic	2012-001	300	EA	1.41	423.00
2	3/4" x 2" Brass Nipple - Domestic	2012-200	200	EA	1.78	356.00
3	3/4" x 6" Brass Nipple - Domestic	2012-600	100	EA	4.54	454.00
4	1" x Close Brass Nipple - Domestic	2016-001	50	EA	2.17	108.50
5	1" x 4" Brass Nipple - Domestic	2016-400	50	EA	4.50	225.00
6	1"x6" Brass Nipple - Domestic	2016-600	50	EA	6.63	331.50
7	2" x Close Brass Nipple - Domestic	2032-001	50	EA	6.23	311.50
8	2" x 4" Brass Nipple - Domestic	2032-400	50	EA	10.16	508.00

9	2" x 6" Brass Nipple - Domestic	2032-600	50	EA	15.00	750.00
GROUP 2 TOTAL						3,467.50

GROUP 3: Ford Double Strap Service Saddles & Repair Clamps

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	Ford, 6"x1" IP Double Strap Saddle F/PVC	F202-669-IP4	100	EA	27.20	2,720.00
2	Ford, 6"x1" IP Double Strap Saddle F/Q & AC	F202-760-IP4	200	EA	27.20	5,440.00
3	Ford, 6"x2" IP double Strap Saddle F/Q & AC	F202-760-IP7	50	EA	33.12	1,656.00
4	Ford, 8"x1" IP Double Strap Saddle F/PVC	F202-871-IP4	100	EA	29.77	2,977.00
5	Ford, 8"x1" IP Double Strap Saddle F/Q & AC	F202-979-IP4	200	EA	29.77	5,954.00
6	Ford, 8"x2" IP Double Strap Saddle F/Q & AC	F202-979-IP7	100	EA	37.15	3,715.00
7	Ford, 3/4"x3" Full Wrap Clamp - CTSOD	FSC-088x3R	100	EA	12.55	1,255.00
8	Ford, 3/4"x6" Full Wrap Clamp - CTSOD	FSC-088x6R	100	EA	26.57	2,657.00
9	Ford, 3/4"x3" Full Wrap Clamp - IPSOD	FSC-105x3R	100	EA	12.55	1,255.00
10	Ford, 3/4"x6" Full Wrap Clamp - IPSOD	FSC-105x6R	100	EA	26.57	2,657.00
11	Ford, 1"x3" Full Wrap Clamp - CTSOD	FSC-113x3R	100	EA	13.30	1,330.00
12	Ford, 1"x6" Full Wrap Clamp - CTSOD	FSC-113x6R	100	EA	26.76	2,676.00
13	Ford, 1"x3" Full Wrap Clamp - IPSOD	FSC-132x3R	100	EA	13.30	1,330.00
14	Ford, 1"x6" Full Wrap Clamp - IPSOD	FSC-132x6R	100	EA	26.76	2,676.00
15	Ford, 1 1/2"x3" Full Wrap Clamp - CTSOD	FSC-163x3R	25	EA	14.01	350.25
16	Ford, 1 1/2"x6" Full Wrap Clamp - CTSOD	FSC-163x6R	25	EA	27.58	689.50
17	Ford, 1 1/2"x3" Full Wrap Clamp - IPSOD	FSC-190x3R	25	EA	14.01	350.25

18	Ford, 1 1/2"x6" Full Wrap Clamp - IPS OD	FSC-190x6R	25	EA	27.58	689.50
19	Ford, 2"x3" Full Wrap Clamp - CTS OD	FSC-213x3R	50	EA	15.24	762.00
20	Ford, 2"x6" Full Wrap Clamp - CTS OD	FSC-213x6R	50	EA	28.32	1,416.00
21	Ford, 2"x3" Full Wrap Clamp - IPS OD	FSC-238x3R	50	EA	15.24	762.00
22	Ford, 2"x6" Full Wrap Clamp - IPS OD	FSC-238x6R	50	EA	28.32	1,416.00
23	Ford, 2"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-263x7.5	25	EA	42.85	1,071.25
24	Ford, 2"x15" Full Circle Repair Clamp - PVC OD	F1-263x15	25	EA	68.70	1,717.50
25	Ford, 3"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-370x7.5	10	EA	42.61	426.10
26	Ford, 3"x15" Full Circle Repair Clamp - PVC OD	F1-370x15	10	EA	75.04	750.40
27	Ford, 4"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-473x7.5	8	EA	44.13	353.04
28	Ford, 4"x15" Full Circle Repair Clamp - PVC OD	F1-473x15	8	EA	76.91	615.28
29	Ford, 4"x7 1/2" Full Circle Repair Clamp - CI & AC OD	F1-514x7.5	8	EA	49.05	392.40
30	Ford, 4"x15" Full Circle Repair Clamp - CI & AC OD	F1-514x15	8	EA	81.31	650.48
31	Ford, 6"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-696x7.5	12	EA	49.50	594.00
32	Ford, 6"x15" Full Circle Repair Clamp - PVC OD	F1-696x15	12	EA	87.28	1,047.36
33	Ford, 6"x7 1/2" Full Circle Repair Clamp - CI OD	F1-724x7.5	12	EA	56.23	674.76
34	Ford, 6"x15" Full Circle Repair Clamp - CI OD	F1-724x15	12	EA	99.43	1,193.16
35	Ford, 6"x7 1/2" Full Circle Repair Clamp - RB AC OD	F1-745x7.5	12	EA	56.23	674.76
36	Ford, 6"x15" Full Circle Repair Clamp - RB AC OD	F1-745x15	12	EA	94.47	1,133.64
37	Ford, 8"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-894x7.5	10	EA	59.35	593.50
38	Ford, 8"x15" Full Circle Repair Clamp - PVC OD	F1-894x15	10	EA	102.67	1,026.70

39	Ford, 8"x7 1/2" Full Circle Repair Clamp - CI OD	F1-939x7.5	10	EA	59.35	593.50
40	Ford, 8"x15" Full Circle Repair Clamp - CI OD	F1-939x15	10	EA	102.67	1,026.70
41	Ford, 8"x7 1/2" Full Circle Repair Clamp - RB AC OD	F1-967x7.5	10	EA	57.33	573.30
42	Ford, 8"x15" Full Circle Repair Clamp - RB AC OD	F1-967x15	10	EA	98.94	989.40
43	Ford, 10"x15" Full Circle Repair Clamp - Class PVC OD	F1-1104x15	4	EA	124.72	124.72
44	Ford, 10"x15" Full Circle Repair Clamp - CI OD	F1-1144x15	4	EA	124.72	124.72
45	Ford, 12"x15" Full Circle Repair Clamp - Class PVC OD	F1-1302x15	3	EA	133.02	399.06
46	Ford, 12"x15" Full Circle Repair Clamp - CI OD	F1-1350x15	3	EA	133.02	399.06
47	Ford, 14"x20" Full Circle Repair Clamp - CI OD	F2-1582x20	1	EA	332.31	332.31
48	Ford, 16"x20" Full Circle Repair Clamp - CI OD	F2-1790x20	1	EA	351.60	351.60
49	Ford, 20"x20" Full Circle Repair Clamp - CI OD	F2-2227x20	1	EA	392.53	392.53
50	Ford, 24"x20" Full circle Repair Clamp - CI OD	F3-2680x20	1	EA	726.60	726.60
GROUP 3 TOTAL						64,429.65

GROUP 4: Mainline Gate Valves - AWWA Standard

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA	324.74	1,623.70
2	4" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA	362.75	1,813.75
3	6" Resilient Wedge Gate Valves with Mechanical Joint End		15	EA	463.15	6,947.25
4	8" Resilient Wedge Gate Valves with Mechanical Joint End		10	EA	737.07	7,370.70

5	10" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA	1,149.00	5,745.00
6	12" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA	1,453.90	7,269.50
7	16" Resilient Wedge Gate Valves with Mechanical Joint End		2	EA	3,526.21	7,052.42
8	24" Resilient Wedge Gate Valves with Mechanical Joint End		1	EA	12,105.00	12,105.00
GROUP 4 TOTAL						49,927.32

GROUP 5: TPS One-Bolt Couplings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	4" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0561-0000-000	40	EA	198.39	7,935.60
2	6" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0765-0000-000	30	EA	256.96	7,708.80
3	8" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0984-0000-000	20	EA	296.71	5,934.20
GROUP 5 TOTAL						21,578.60

GROUP 6: DFW Meter Boxes

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	DFW, D1300 Extra Duty Single Meter Box Complete W/CI Reader Lid	DFW1300-12-1C	1,000	EA	18.86	18,860.00
2	DFW, D1200 Single Lid Only W/CI Reader Lid	DFW1200-1C-LID	800	EA	8.71	6,968.00
3	DFW, D1600 Extra Duty Dual Meter Box Complete W/CI Reader Lid	DFW1600-12-1C	500	EA	42.91	21,455.00
4	DFW, D1500 Dual Lid Only W/CI Reader Lid	DFW1500-1C-LID	600	EA	12.93	7,758.00

5	DFW, #36F Heavy Duty Single Meter Box Complete W/CI Reader Lid	DFW36F-12-1C	100	EA	76.60	7,660.00
6	DFW, #36F Heavy Duty Single Lid Only W/CI Reader Lid	DFW36C-1C-LID	200	EA	27.41	5,482.00
7	DFW, #37F Heavy Duty 1" Meter Box Complete W/CI Reader Lid	DFW37F-12-1C	100	EA	93.33	9,333.00
8	DFW, #37F Heavy Duty 1" Lid Only W/CI Reader Lid	DFW37C-1C-LID	100	EA	36.63	3,663.00
9	DFW, #39F Heavy Duty Dual MeterBox Complete W/CI Reader Lid	DFW39F-12-1C	100	EA	103.83	10,383.00
10	DFW, #39F Heavy Duty Dual Lid Only W/CI Reader Lid	DFW39F-1C-LID	120	EA	38.52	4,622.40
11	DFW, #1730 Heavy Duty 2" Meter Box Complete W/CI Reader Lid	DFW1730F-12-1C	20	EA	190.16	3,803.20
12	DFW, #1730 Heavy Duty 2" Lid Only W/CI Reader Lid	DFW1730F-1C-LID	20	EA	75.54	1,510.80
13	DFW,D1300 Black Box W/ solid green lid marked "SEWER"	DFW1300-12-2 SEWER	300	EA	16.96	5,088.00
14	DFW,D1300 Purple Box W/ Solid Purple Lid Marked "RECLAIMED"	DFW1300D5-12-5	500	EA	18.44	9,220.00
15	DFW, 10" Round Plastic Valve Box W/Green Lid Marked "SEWER"	DFW1100-10-2 SEWER	300	EA	7.65	2,295.00
16	DFW, 10" Round Plastic Valve Box W/Purple Lid Marked "RECLAIMED"	DFW100D5-10-5	300	EA	9.13	2,739.00
GROUP 6 TOTAL						120,840.40

GROUP 7: Mechanical Joint Fittings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	6" CI MJ 90 Degree Bend		10	EA	58.33	583.30
2	6" CI MJ 45 Degree Bend		30	EA	47.33	1,419.00
3	6" CI MJ Coupling		5	EA	53.00	265.00
4	8" CI MJ 90 Degree Bend		10	EA	84.33	843.30

Exhibit 1

5	8" CI MJ 45 Degree Bend		20	EA	69.00	1,380.00
6	8" CI MJ Coupling		5	EA	85.33	426.65
7	10" CI MJ 90 Degree Bend		8	EA	133.66	1,069.28
8	10" CI MJ 45 Degree Bend		10	EA	88.00	880.00
9	10" CI MJ Coupling		4	EA	102.00	408.00
10	12" CI MJ 90 Degree Bend		4	EA	180.00	720.00
11	12" CI Mj 45 Degree Bend		8	EA	149.00	1,192.00
12	12" CI Mj Coupling		2	EA	137.33	274.66
13	6" MJ Retaining Gland- DI		150	EA	18.24	2,736.00
14	6" MJ Retaining Gland- PVC		150	EA	22.83	3,424.50
15	8" MJ Retaining Gland- DI		150	EA	27.42	4,113.00
16	8" MJ Retaining Gland- PVC		150	EA	33.77	5,065.50
GROUP 7 TOTAL						24,801.09

GROUP 8: Endot Endotrace Service Tubing

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3/4" Endot Endotrace Tubing- Blue		1000	Per 100'Roll	72.00	720.00
2	1" Endot Endotrace Tubing- Blue		3000	Per 100'Roll	88.00	2,640.00
3	1 1/2" Endot Endotrace Tubing- Blue		500	Per 100'Roll	131.00	655.00
4	2" Endot Endotrace Tubing- Blue		1000	Per 100'Roll	214.50	2,145.00
5	3/4" Endot Endotrace Tubing- Purple		1000	Per 100'Roll	72.00	720.00
6	1" Endot Endotrace Tubing- Purple		3000	Per 100'Roll	88.00	2,640.00
7	1 1/2" Endot Endotrace Tubing- Purple		500	Per 100'Roll	131.00	655.00
8	2" Endot Endotrace Tubing- Purple		1000	Per 100'Roll	214.50	2,145.00
GROUP 8 TOTAL						12,320.00

(for above, price entered in B, is price per 100 foot roll per addendum)

GROUP 9: Fernco Strongback Couplings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	4" Fernco Strong Back RC Couplings- Clay to Clay	1001-44RC	15	EA	17.80	267.00

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2	4" Frenco Strong Back RC couplings- Clay to CI/PL	1002-44RC	75	EA	26.09	1,956.75
3	4" Fernco Strong Back RC Couplings- CI/PL to CI/PL	1156-44RC	50	EA	17.80	890.00
4	4" Frenco Strong Back RC Couplings- Clay to AC/DI	1003-44RC	15	EA	26.09	391.35
5	6" Fernco Strong Back RC Couplings- Clay to Clay	1001-66 RC	10	EA	33.90	339.00
6	6" Fernco Strong Back RC Couplings- AC/DI to AC/DI	1055-66RC	10	EA	33.90	339.00
7	6" Fernco Strong Back RC Couplings- AC/DI to CI/PL	1051-66RC	15	EA	33.90	508.50
8	6" Fernco Strong Back RC couplings- Clay to CI/PL	1002-66RC	75	EA	44.25	3,318.75
9	6" Fernco Strong Back RC Couplings- CI/PL to CI/PL	1056-66RC	50	EA	33.90	1,695.00
10	8" Fernco Strong Back RC Couplings- Clay to AC/DI	1003-88RC	15	EA	69.05	1,035.75
11	8" Fernco Strong Back RC Couplings- AC/DI to AC/DI	1051-88RC	30	EA	50.34	1,510.20
12	8" Fernco Strong Back RC Coupling- CI/PL to CI/PL	1056-88RC	30	EA	50.34	1,510.20
13	10" Fernco Strong Back RC Coupling- CI/PL to CI/PL	1056-1010RC	10	EA	65.48	654.80
14	10" Fernco Strong Back RC Coupling- CI/PL to 8"CI/PL	1056-10-8RC	10	EA	88.30	883.00
15	10" Fernco Strong Back RC Coupling- Clay to CI/PL	1002-1010RC	20	EA	65.48	1,309.60
16	12" Fernco Strong Back RC Coupling- Clay to Clay	1001-1212RC	10	EA	80.16	801.60
17	12" Fernco Strong Back RC Coupling- Clay to CI/PL	1002-1212RC	10	EA	80.16	801.60
18	12" Fernco Strong Back RC Coupling- Clay to AC/DI	1003-1212RC	10	EA	117.37	1,173.70
19	12" Fernco Strong Back RC Coupling- DI/AC to CI/PL	1051-1210RC	10	EA	115.84	1,158.40
20	12" Fernco Strong Back RC Coupling- DI to DI	1055-1212RC	10	EA	80.16	801.60
GROUP 9 TOTAL						21,345.80

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 **Sunstate Meter & Supply, Inc.** ("Contractor"), a Florida corporation, 14001 West Newberry Road, Newberry, FL 32669, 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 Invitation to Bid (ITB 2021-11, "Brass Fittings") dated February 8, 2021, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. Contractor shall supply brass fittings at the unit prices set forth in Exhibit "A" for Groups 3, 5, and 6. City makes no covenant or promise as to the number of products City will purchase during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

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 will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew the Agreement.
3. **Consideration.** Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. Final payment will be made only after delivery of the products and completion of the City's final acceptance inspection. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall deliver the products 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
 Sunstate Meter & Supply, Inc.
 Keith Ellenburg, President
 14001 West Newberry Road
 Newberry, FL 32669

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. **Warranty.** All contracted parts shall be supplied with manufacturer's standard warranty. All repairs and service shall be supplied with a standard ninety (90) day warranty for materials and workmanship.
18. **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.
19. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
20. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

22. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.
23. **Verification of Employment Status Using E-Verify System**
- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
 - (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.
24. **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 _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2021.

Witnesses:

SUNSTATE METER & SUPPLY, INC.

Print Name: _____

By: _____
Print Name: _____

Title: _____

Print Name: _____

Attest: _____
Print Name: _____

Title: _____

Exhibit "A"

ORIGINAL



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Brass Fittings

BID NUMBER: 2021-11

BID OPENING DATE & TIME: February 10, 2021 at 2:00 PM

BID OPENING LOCATION: City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street

PRE-BID MEETING DATE & TIME: January 21, 2021 at 11:00 AM

PRE-BID MEETING LOCATION: City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street

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

BIDDER'S NAME: SUNSTATE METER & SUPPLY, INC.

BIDDER'S MAILING ADDRESS: 14001 West Newberry Road

CITY-STATE-ZIP: Newberry, Florida 32669

F.E.I.N. or S.S. NUMBER: #59-2001285

PHONE NUMBER: 800-342-3409

EMAIL: keith@sunstatemeter.com

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder 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 Bidder.

X

Keith Ellenburg
AUTHORIZED SIGNATURE (MANUAL)

Keith Ellenburg

NAME (TYPED)

President

TITLE

2/8/2021

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 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.

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.

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID 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 Bid will be furnished in writing to all prospective Bidders. 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 is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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 Bid 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 Bidder, 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 Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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 Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable 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 Bid.

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

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.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to

perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

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.

City of Ormond Beach

BRASS FITTINGS

Bid No. 2021-11

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

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 Bid 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 Bid at any time and to negotiate with any party prior to or after submittal of Bid.

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

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

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. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property 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** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **one (1) year** and will be automatically renewed for two 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.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach is requesting bids for new Brass Fittings. Bids must be made on Brass Fittings that can be inspected, accepted and delivered in compliance with the specifications herein.

Purchase orders will be issued for specific quantities on an 'as needed' basis.

No commitments for future purchases for this or any other project are implied and responding Bidders should not infer any such intentions by the City.

It is the City's belief that the product required is adequately described herein. Therefore, any negotiated contract, which may result from this bid, must include the entire effort required of the bidder to provide the product described. Specifically, not additional fees shall be allowed for any additional services performed for any reasons whatsoever, except those directly attributable to the city's errors or omissions.

PRODUCT SPECIFICATION

1. It is the intent of these specifications to describe Brass Fittings and related components. All parts not specifically mentioned, which are necessary to provide a complete unit, shall be included in the bid and conform in strength and quality of material and workmanship to that which is usually provided to the trade in general.
2. Product must meet the minimum specifications detailed on cost proposal form pricing, Attachment "B".
3. No-lead brass products, as designated by "NL", shall contain no more than 0.25% total lead content by weight.
 - a. Brass alloy used for all surfaces coming in contact with potable water shall meet the requirements of the Safe Drinking Water Act.
 - b. Brass alloy used for all surfaces coming in contact with potable water shall meet the requirements of the Safe Drinking Water Act as amended by the Reduction of Lead in Drinking Water Act.
4. Unit pricing should be inclusive of delivery charges.
5. All products must be new, of current model under manufacture.

DELIVERY

1. The products must be shipped within thirty (30) days after receipt of order (ARO).
2. Delivery will be FOB destination to 501 N Orchard Street, Ormond Beach, Florida 32174.
3. Inspection and acceptance of products purchased shall be accomplished by the City's designated personnel. Contractor will be responsible for the safe unloading of all material onto the City's site.
4. The product provided under this contract shall remain the property of the seller until a physical inspection is made and thereafter accepted by the City.
5. In the event the product supplied to the City is found to be defective or does not confirm to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Product shall be returned to the seller at seller's expense.

WARRANTY

1. The products will have a minimum twelve (12) month warranty.
2. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, 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 (4%) percent 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.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

City of Ormond Beach**BRASS FITTINGS****Bid No. 2021-11****BID RESPONSE FORM****THIS BID IS SUBMITTED TO:****(Name and Address of Owner)**

Sunstate Meter & Supply, Inc.
 14001 West Newberry Road
 Newberry, Florida 32669

Purchasing Coordinator
 City of Ormond Beach
 22 S. Beach Street
 Ormond Beach, Florida 32174
 Phone: (386) 676-3223

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

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.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (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 Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>1/29/2021</u>	<u>1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, 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.

BID RESPONSE FORM
(continued)

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 the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: SUNSTATE METER & SUPPLY, INC.

VENDOR/CONTRACTOR LICENSE NUMBER: 667232

ADDRESS: 14001 West Newberry Road
Newberry, Flroida 32669

PHONE NO.: 800-342-3409

EMAIL: keith@sunstatemeter.com

SUBMITTER'S NAME: Keith Ellenburg
 (Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I,  hereby
 (Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach**BRASS FITTINGS****Bid No. 2021-11**

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

<u>Group No:</u>	<u>Description:</u>	<u>Total Price:</u>
1.	Ford Meter Service Material	\$ 346.946.70
2.	Domestic Brass Pipe Nipples	\$ 4.385.00
3.	Ford Double Strap Service Saddles & Repair Clamps	\$ 63.978.54
4.	Mainline Gate Valves – AWWA Standard	\$ 61,176.55
5.	TPS One-Bolt Couplings	\$ 20,794.00
6.	DFW Meter Boxes	\$ 110,533.60
7.	Mechanical Joint Fittings	\$ 29,371.41
8.	Endot Endotrace Service Tubing	\$ 13,220.00
9.	Fernco Strongback Couplings	\$ 24,552.45

TOTAL BID FOR CONTRACT

\$ 674,958.25

(Figures)

Six Hundred Seventy Four Thousand Nine Hundred Fifty Eight Dollars
and Twenty Five Cents. (Words)

City of Ormond Beach

**BRASS FITTINGS
Bid No. 2021-11**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ [X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☒ [X] 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.
- ☒ [X] The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

SUNSTATE METER & SUPPLY, INC.

COMPANY NAME


AUTHORIZED SIGNATURE

Keith Ellenburg

NAME (PRINT OR TYPE)

President

TITLE

City of Ormond Beach

BRASS FITTINGS

Bid No. 2021-11

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

SUNSTATE METER & SUPPLY, INC.

COMPANY NAME

AUTHORIZED SIGNATURE

Keith Ellenburg

NAME

President

TITLE

2/8/2021

DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids 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:

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.

SUNSTATE METER & SUPPLY, INC.

COMPANY NAME


 AUTHORIZED SIGNATURE

Keith Ellenburg

NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

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

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

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



Local Vendor Affidavit of Eligibility

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

**Attachment A
City of Ormond Beach
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.

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 there from, 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 there from 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 there from, 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 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 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 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.

2021-11 Attachment B - Cost Proposal Form Pricing
BRASS FITTINGS

GROUP 1: Ford Meter Service Material

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	Ford, 5/8"x3/4" Meter Yoke	Y-502	1,000	EA	9.64	9,640.00
2	Ford, 1" Meter Yoke	Y-504	50	EA	17.31	865.50
3	Ford, 3/4" Expansion Connection	EC-23-NL	1,000	EA	17.06	17,060.00
4	Ford, 1" Expansion Connection	EC-4-NL	50	EA	28.51	1,425.50
5	Ford, 3/4" Yoke Outlet Piece - FIP	C91-23	300	EA	6.99	2,097.00
6	Ford, 3/4" Yoke Outlet Piece - MIP	C98-23	1,000	EA	7.76	7,760.00
7	Ford, 1" Yoke Outlet Piece - FIP	C91-44	50	EA	11.56	578.00
8	Ford, 1" Yoke Outlet Piece - MIP	C98-44	50	EA	20.62	1,031.00
9	Ford, 3/4" Yoke Dual Check Valve	HHS91-323-NL	1,000	EA	52.76	52,760.00
10	Ford, 1" Yoke Dual Check Valve	HHS91-344-NL	50	EA	58.50	2,925.00
11	Ford, 3/4" Yoke Valve, FIP x Yoke Nut	B91-223W-NL	400	EA	30.68	12,272.00
12	Ford, 1" Yoke Valve, FIP x Yoke Nut	B91-344W-NL	50	EA	55.78	2,789.00
13	Ford, 3/4" Yoke Valve, PJ/CTS x Yoke Nut	B94-223W-NL	200	EA	37.34	7,468.00
14	Ford, 1"x3/4" Yoke Valve, PJ/CTS x Yoke Nut	B94-324W-NL	800	EA	62.85	50,280.00
15	Ford, 1" Yoke Valve, PJ/CTS x Yoke Nut	B94-344W-NL	50	EA	65.98	3,299.00
16	Ford, 3/4" Curb Stop, FIP x FIP	B11-333W-NL	500	EA	45.36	22,680.00
17	Ford, 1" Curb Stop, FIP x FIP	B11-444W-NL	60	EA	69.52	4,171.20
18	Ford, 1 1/2" Curb Stop, FIP x FIP	B11-666W-NL	20	EA	140.48	2,809.60
19	Ford, 2" Curb Stop, FIP x FIP	B11-777W-NL	40	EA	204.63	8,185.20

SUNSTATE METER & SUPPLY, INC.

20	Ford, 2" Curb Stop, MIP x FIP	B81-777W-NL	80	EA	242.42	19,393.60
21	Ford, 3/4" Curb Stop, PJ/CTSx FIP	B41-333W-NL	50	EA	51.02	2,551.00
22	Ford, 1" Curb Stop, PJ/CTSx FIP	B41-444W-NL	200	EA	77.39	15,478.00
23	Ford, 1 1/2" Curb Stop, PJ/CTS x FIP	B41-666W-NL	20	EA	166.50	3,330.00
24	Ford, 1 1/2" Curb Stop, PJ/CTS x Flange	BF43-666W-NL	20	EA	154.36	3,087.20
25	Ford, 2" Curb Stop, PJ/CTSx FIP	B41-777W-NL	25	EA	230.80	5,770.00
26	Ford, 2" Curb Stop, PJ/CTS x Flange	BF43-777W-NL	40	EA	261.47	10,458.80
27	Ford, 1" Corporation Stop, MIP x PJ/CTS	F1100-4-NL	100	EA	41.89	4,189.00
28	Ford, 1"x3/4" Branch Piece, PJ/CTS x MIP	U48-43-7.5-NL	300	EA	38.14	11,442.00
29	Ford, 3/4" Coupling, PJ/CTS x PJ/CTS	C44-33	100	EA	15.46	1,546.00
30	Ford, 3/4"x1" Coupling, PJ/CTS x PJ/CTS	C44-34	50	EA	17.97	898.50
31	Ford, 1" Coupling, PJ/CTS x PJ/CTS	C44-44	300	EA	17.68	5,304.00
32	Ford, 1 1/2" Coupling, PJ/CTS x PJ/CTS	C44-66	30	EA	59.18	1,775.40
33	Ford, 2" Coupling, PJ/CTS x PJ/CTS	C44-77	40	EA	79.90	3,196.00
34	Ford, 3/4" Adapter, FIP x PJ/CTS	C14-33	200	EA	13.36	2,672.00
35	Ford, 1" Adapter, FIP x PJ/CTS	C14-44	200	EA	18.12	3,624.00
36	Ford, 1 1/2" Adapter, FIP x PJ/CTS	C14-66	20	EA	52.68	1,053.60
37	Ford, 2" Adapter, FIP x PJ/CTS	C14-77	40	EA	62.73	2,509.20
38	Ford, 3/4" Adapter, MIP x PJ/CTS	C84-33	400	EA	12.69	5,076.00
39	Ford, 3/4"x1" Adapter, MIP x PJ/CTS	C84-34	400	EA	14.06	5,624.00
40	Ford, 1" Adapter, MIP x PJ/CTS	C84-44	200	EA	15.03	3,006.00
41	Ford, 1 1/2" Adapter, MIP x PJ/CTS	C84-66	20	EA	41.18	823.60

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42	Ford, 2" Adapter, MIP x PJ/CTS	C84-77	40	EA	60.01	2,400.40
43	Ford, 3/4" Adapter, MIP x IPS Compression	C85-33	200	EA	15.32	3,064.00
44	Ford, 3/4"x1" Adapter, MIP x IPS Compression	C85-34	100	EA	22.54	2,254.00
45	Ford, 1" Adapter, MIP x IPS Compression	C85-44	100	EA	23.39	2,339.00
46	Ford, 1 1/2" Adapter, MIP x IPS Compression	C85-66	20	EA	47.26	945.20
47	Ford, 2" Adapter, MIP x IPS Compression	C85-77	40	EA	61.59	2,463.60
48	Ford, 3/4" Coupling, PJ/CTS x IPS Compression	C45-33	200	EA	17.11	3,422.00
49	Ford, 1" Coupling, PJ/CTS x IPS Compression	C45-44	100	EA	22.96	2,296.00
50	Ford, 1 1/2" Coupling, PJ/CTS x IPS Compression	C45-66	20	EA	76.55	1,531.00
51	Ford, 2" Coupling, PJ/CTS x IPS Compression	C45-77	40	EA	83.19	3,327.60
GROUP 1 TOTAL						346,946.70

GROUP 2: Domestic Brass Pipe Nipples

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3/4"x Close Brass Nipple - Domestic	2012-001	300	EA	1.79	537.00
2	3/4" x 2" Brass Nipple - Domestic	2012-200	200	EA	2.25	450.00
3	3/4" x 6" Brass Nipple - Domestic	2012-600	100	EA	5.75	575.00
4	1" x Close Brass Nipple - Domestic	2016-001	50	EA	2.64	132.00
5	1" x 4" Brass Nipple - Domestic	2016-400	50	EA	5.70	285.00
6	1"x6" Brass Nipple - Domestic	2016-600	50	EA	8.39	419.50
7	2" x Close Brass Nipple - Domestic	2032-001	50	EA	7.88	394.00
8	2" x 4" Brass Nipple - Domestic	2032-400	50	EA	12.86	643.00

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9	2" x 6" Brass Nipple - Domestic	2032-600	50	EA	18.99	949.50
GROUP 2 TOTAL						4,385.00

GROUP 3: Ford Double Strap Service Saddles & Repair Clamps

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	Ford, 6"x1" IP Double Strap Saddle F/PVC	F202-669-IP4	100	EA	26.92	2,692.00
2	Ford, 6"x1" IP Double Strap Saddle F/CI & AC	F202-760-IP4	200	EA	26.92	5,384.00
3	Ford, 6"x2" IP double Strap Saddle F/CI & AC	F202-760-IP7	50	EA	32.78	1,639.00
4	Ford, 8"x1" IP Double Strap Saddle F/PVC	F202-871-IP4	100	EA	29.47	2,947.00
5	Ford, 8"x1" IP Double Strap Saddle F/CI & AC	F202-979-IP4	200	EA	29.47	5,894.00
6	Ford, 8"x2" IP Double Strap Saddle F/CI & AC	F202-979-IP7	100	EA	36.77	3,677.00
7	Ford, 3/4"x3" Full Wrap Clamp - CTS OD	FSC-088x3R	100	EA	12.43	1,243.00
8	Ford, 3/4"x6" Full Wrap Clamp - CTS OD	FSC-088x6R	100	EA	26.30	2,630.00
9	Ford, 3/4"x3" Full Wrap Clamp - IPS OD	FSC-105x3R	100	EA	12.43	1,243.00
10	Ford, 3/4"x6" Full Wrap Clamp - IPS OD	FSC-105x6R	100	EA	26.30	2,630.00
11	Ford, 1"x3" Full Wrap Clamp - CTS OD	FSC-113x3R	100	EA	13.17	1,317.00
12	Ford, 1"x6" Full Wrap Clamp - CTS OD	FSC-113x6R	100	EA	26.49	2,649.00
13	Ford, 1"x3" Full Wrap Clamp - IPS OD	FSC-132x3R	100	EA	13.17	1,317.00
14	Ford, 1"x6" Full Wrap Clamp - IPS OD	FSC-132x6R	100	EA	26.49	2,649.00
15	Ford, 1 1/2"x3" Full Wrap Clamp - CTS OD	FSC-163x3R	25	EA	13.86	346.50
16	Ford, 1 1/2"x6" Full Wrap Clamp - CTS OD	FSC-163x6R	25	EA	27.32	683.00
17	Ford, 1 1/2"x3" Full Wrap Clamp - IPS OD	FSC-190x3R	25	EA	13.86	346.50

18	Ford, 1 1/2"x6" Full Wrap Clamp - IPS OD	FSC-190x6R	25	EA	27.30	682.50
19	Ford, 2"x3" Full Wrap Clamp - CTS OD	FSC-213x3R	50	EA	15.08	754.00
20	Ford, 2"x6" Full Wrap Clamp - CTS OD	FSC-213x6R	50	EA	28.03	1,401.50
21	Ford, 2"x3" Full Wrap Clamp - IPS OD	FSC-238x3R	50	EA	15.08	754.00
22	Ford, 2"x6" Full Wrap Clamp - IPS OD	FSC-238x6R	50	EA	28.03	1,401.50
23	Ford, 2"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-263x7.5	25	EA	44.63	1,115.75
24	Ford, 2"x15" Full Circle Repair Clamp - PVC OD	F1-263x15	25	EA	71.64	1,791.00
25	Ford, 3"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-370x7.5	10	EA	42.17	421.70
26	Ford, 3"x15" Full Circle Repair Clamp - PVC OD	F1-370x15	10	EA	74.26	742.60
27	Ford, 4"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-473x7.5	8	EA	43.68	349.44
28	Ford, 4"x15" Full Circle Repair Clamp - PVC OD	F1-473x15	8	EA	76.11	608.88
29	Ford, 4"x7 1/2" Full Circle Repair Clamp - CI & AC OD	F1-514x7.5	8	EA	48.54	388.32
30	Ford, 4"x15" Full Circle Repair Clamp - CI & AC OD	F1-514x15	8	EA	80.47	643.76
31	Ford, 6"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-696x7.5	12	EA	48.99	587.88
32	Ford, 6"x15" Full Circle Repair Clamp - PVC OD	F1-696x15	12	EA	86.38	1,036.56
33	Ford, 6"x7 1/2" Full Circle Repair Clamp - CI OD	F1-724x7.5	12	EA	55.65	667.80
34	Ford, 6"x15" Full Circle Repair Clamp - CI OD	F1-724x15	12	EA	98.40	1,180.80
35	Ford, 6"x7 1/2" Full Circle Repair Clamp - RB AC OD	F1-745x7.5	12	EA	55.65	667.80
36	Ford, 6"x15" Full Circle Repair Clamp - RB AC OD	F1-745x15	12	EA	98.40	1,180.80
37	Ford, 8"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-894x7.5	10	EA	58.74	587.40
38	Ford, 8"x15" Full Circle Repair Clamp - PVC OD	F1-894x15	10	EA	101.60	1,016.00

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39	Ford, 8"x7 1/2" Full Circle Repair Clamp - CI OD	F1-939x7.5	10	EA	58.74	587.40
40	Ford, 8"x15" Full Circle Repair Clamp - CI OD	F1-939x15	10	EA	101.60	1,016.00
41	Ford, 8"x7 1/2" Full Circle Repair Clamp - RB AC OD	F1-967x7.5	10	EA	56.74	567.40
42	Ford, 8"x15" Full Circle Repair Clamp - RB AC OD	F1-967x15	10	EA	97.92	979.20
43	Ford, 10"x15" Full Circle Repair Clamp - Class PVC OD	F1-1104x15	4	EA	123.43	493.72
44	Ford, 10"x15" Full Circle Repair Clamp - CI OD	F1-1144x15	4	EA	123.43	493.72
45	Ford, 12"x15" Full Circle Repair Clamp - Class PVC OD	F1-1302x15	3	EA	131.64	394.92
46	Ford, 12"x15" Full Circle Repair Clamp - CI OD	F1-1350x15	3	EA	131.64	394.92
47	Ford, 14"x20" Full Circle Repair Clamp - CI OD	F2-1582x20	1	EA	328.85	328.85
48	Ford, 16"x20" Full Circle Repair Clamp - CI OD	F2-1790x20	1	EA	347.94	347.94
49	Ford, 20"x20" Full Circle Repair Clamp - CI OD	F2-2227x20	1	EA	388.45	388.45
50	Ford, 24"x20" Full circle Repair Clamp - CI OD	F3-2680x20	1	EA	719.03	719.03
GROUP 3 TOTAL					63.978	84

GROUP 4: Mainline Gate Valves - AWWA Standard

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA	359.35	1,796.75
2	4" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA	390.43	1,952.15
3	6" Resilient Wedge Gate Valves with Mechanical Joint End		15	EA	491.54	7,373.10
4	8" Resilient Wedge Gate Valves with Mechanical Joint End		10	EA	791.45	7,914.50

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5	10" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA	1,234.26	6,171.30
6	12" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA	1,561.61	7,808.05
7	16" Resilient Wedge Gate Valves with Mechanical Joint End		2	EA	5,234.85	10,469.70
8	24" Resilient Wedge Gate Valves with Mechanical Joint End		1	EA	17,691.00	17,691.00
GROUP 4 TOTAL						61,176.55

GROUP 5: TPS One-Bolt Couplings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	4" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0561-0000-000	40	EA	191.20	7,648.00
2	6" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0765-0000-000	30	EA	247.60	7,428.00
3	8" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0984-0000-000	20	EA	285.90	5,718.00
GROUP 5 TOTAL						20,794.00

GROUP 6: DFW Meter Boxes

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	DFW, D1300 Extra Duty Single Meter Box Complete W/CI Reader Lid	DFW1300-12-1C	1,000	EA	17.69	17,690.00
2	DFW, D1200 Single Lid Only W/CI Reader Lid	DFW1200-1C-LID	800	EA	8.27	6,616.00
3	DFW, D1600 Extra Duty Dual Meter Box Complete W/CI Reader Lid	DFW1600-12-1C	500	EA	30.10	15,050.00
4	DFW, D1500 Dual Lid Only W/CI Reader Lid	DFW1500-1C-LID	600	EA	12.95	7,770.00

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5	DFW, #36F Heavy Duty Single Meter Box Complete W/CI Reader Lid	DFW36F-12-1C	100	EA	72.66	7.266.00
6	DFW, #36F Heavy Duty Single Lid Only W/CI Reader Lid	DFW36C-1C-LID	200	EA	26.00	5.200.00
7	DFW, #37F Heavy Duty 1" Meter Box Complete W/CI Reader Lid	DFW37F-12-1C	100	EA	87.65	8.765.00
8	DFW, #37F Heavy Duty 1" Lid Only W/CI Reader Lid	DFW37C-1C-LID	100	EA	34.38	3.438.00
9	DFW, #39F Heavy Duty Dual MeterBox Complete W/CI Reader Lid	DFW39F-12-1C	100	EA	97.50	9.750.00
10	DFW, #39F Heavy Duty Dual Lid Only W/CI Reader Lid	DFW39F-1C-LID	120	EA	36.53	4.383.60
11	DFW, #1730 Heavy Duty 2" Meter Box Complete W/CI Reader Lid	DFW1730F-12-1C	20	EA	184.15	3.683.00
12	DFW, #1730 Heavy Duty 2" Lid Only W/CI Reader Lid	DFW1730F-1C-LID	20	EA	73.40	1.468.00
13	DFW,D1300 Black Box W/ solid green lid marked "SEWER"	DFW1300-12-2 SEWER	300	EA	17.10	5.130.00
14	DFW,D1300 Purple Box W/ Solid Purple Lid Marked "RECLAIMED"	DFW1300D5-12-5	500	EA	18.25	9.125.00
15	DFW, 10" Round Plastic Valve Box W/Green Lid Marked "SEWER"	DFW1100-10-2 SEWER	300	EA	7.98	2.394.00
16	DFW, 10"Round Plastic Valve Box W/Purple Lid Marked "RECLAIMED"	DFW100D5-10-5	300	EA	9.35	2.805.00
GROUP 6 TOTAL						110.533.60

GROUP 7: Mechanical Joint Fittings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	6" CI MJ 90 Degree Bend		10	EA	65.88	658.80
2	6" CI MJ 45 Degree Bend		30	EA	53.45	1.603.50
3	6" CI MJ Coupling		5	EA	101.11	505.55
4	8" CI MJ 90 Degree Bend		10	EA	95.24	952.40

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5	8" CI MJ 45 Degree Bend		20	EA	77.92	1,558.40
6	8" CI MJ Coupling		5	EA	146.64	733.20
7	10" CI MJ 90 Degree Bend		8	EA	150.96	1,207.68
8	10" CI MJ 45 Degree Bend		10	EA	100.71	1,007.10
9	10" CI MJ Coupling		4	EA	215.22	860.88
10	12" CI MJ 90 Degree Bend		4	EA	203.29	813.16
11	12" CI MJ 45 Degree Bend		8	EA	168.28	1,346.24
12	12" CI MJ Coupling		2	EA	221.25	442.50
13	6" MJ Retaining Gland- DI		150	EA	20.95	3,142.50
14	6" MJ Retaining Gland- PVC		150	EA	26.69	4,003.50
15	8" MJ Retaining Gland- DI		150	EA	31.48	4,722.00
16	8" MJ Retaining Gland- PVC		150	EA	38.76	5,814.00
GROUP 7 TOTAL						29,371.41

GROUP 8: Endot Endotrace Service Tubing

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3/4" Endot Endotrace Tubing- Blue		1000	LF	.84'	840.00
2	1" Endot Endotrace Tubing- Blue		3000	LF	1.13'	3,390.00
3	1 1/2" Endot Endotrace Tubing- Blue		500	LF	1.38'	690.00
4	2" Endot Endotrace Tubing- Blue		1000	LF	1.69'	1,690.00
5	3/4" Endot Endotrace Tubing- Purple		1000	LF	.84'	840.00
6	1" Endot Endotrace Tubing- Purple		3000	LF	1.13'	3,390.00
7	1 1/2" Endot Endotrace Tubing- Purple		500	LF	1.38'	690.00
8	2" Endot Endotrace Tubing- Purple		1000	LF	1.69'	1,690.00
GROUP 8 TOTAL						13,220.00

GROUP 9: Fernco Strongback Couplings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	4" Fernco Strong Back RC Couplings- Clay to Clay	1001-44RC	15	EA	20.48	307.20

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2	4" Fernco Strong Back RC couplings- Clay to CI/PL	1002-44RC	75	EA	30.01	2,250.75
3	4" Fernco Strong Back RC Couplings- CI/PL to CI/PL	1156-44RC	50	EA	20.48	1,024.00
4	4" Fernco Strong Back RC Couplings- Clay to AC/DI	1003-44RC	15	EA	30.01	450.15
5	6" Fernco Strong Back RC Couplings- Clay to Clay	1001-66 RC	10	EA	39.00	390.00
6	6" Fernco Strong Back RC Couplings- AC/DI to AC/DI	1055-66RC	10	EA	39.00	390.00
7	6" Fernco Strong Back RC Couplings- AC/DI to CI/PL	1051-66RC	15	EA	39.00	585.00
8	6" Fernco Strong Back RC couplings- Clay to CI/PL	1002-66RC	75	EA	50.90	3,817.50
9	6" Fernco Strong Back RC Couplings- CI/PL to CI/PL	1056-66RC	50	EA	39.00	1,950.00
10	8" Fernco Strong Back RC Couplings- Clay to AC/DI	1003-88RC	15	EA	79.45	1,191.75
11	8" Fernco Strong Back RC Couplings- AC/DI to AC/DI	1051-88RC	30	EA	57.90	1,737.00
12	8" Fernco Strong Back RC Coupling- CI/PL to CI/PL	1056-88RC	30	EA	57.90	1,737.00
13	10" Fernco Strong Back RC Coupling- CI/PL to CI/PL	1056-1010RC	10	EA	75.31	753.10
14	10" Fernco Strong Back RC Coupling- CI/PL to 8"CI/PL	1056-10-8RC	10	EA	101.55	1,015.50
15	10" Fernco Strong Back RC Coupling- Clay to CI/PL	1002-1010RC	20	EA	75.31	1,506.20
16	12" Fernco Strong Back RC Coupling- Clay to Clay	1001-1212RC	10	EA	92.18	921.80
17	12" Fernco Strong Back RC Coupling- Clay to CI/PL	1002-1212RC	10	EA	92.18	921.80
18	12" Fernco Strong Back RC Coupling- Clay to AC/DI	1003-1212RC	10	EA	134.98	1,349.80
19	12" Fernco Strong Back RC Coupling- DI/AC to CI/PL	1051-1210RC	10	EA	133.21	1,332.10
20	12" Fernco Strong Back RC Coupling- DI to DI	1055-1212RC	10	EA	92.18	921.80
GROUP 9 TOTAL						24,552.45

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2021-11 Attachment B - Cost Proposal Form Pricing

BRASS FITTINGS

GROUP 1: Ford Meter Service Material

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	Ford, 5/8"x3/4" Meter Yoke	Y-502	1,000	EA		
2	Ford, 1" Meter Yoke	Y-504	50	EA		
3	Ford, 3/4" Expansion Connection	EC-23-NL	1,000	EA		
4	Ford, 1" Expansion Connection	EC-4-NL	50	EA		
5	Ford, 3/4" Yoke Outlet Piece - FIP	C91-23	300	EA		
6	Ford, 3/4" Yoke Outlet Piece - MIP	C98-23	1,000	EA		
7	Ford, 1" Yoke Outlet Piece - FIP	C91-44	50	EA		
8	Ford, 1" Yoke Outlet Piece - MIP	C98-44	50	EA		
9	Ford, 3/4" Yoke Dual Check Valve	HHS91-323- NL	1,000	EA		
10	Ford, 1" Yoke Dual Check Valve	HHS91-344- NL	50	EA		
11	Ford, 3/4" Yoke Valve, FIP x Yoke Nut	B91-223W-NL	400	EA		
12	Ford, 1" Yoke Valve, FIP x Yoke Nut	B91-344W-NL	50	EA		
13	Ford, 3/4" Yoke Valve, PJ/CTS x Yoke Nut	B94-223W-NL	200	EA		
14	Ford, 1"x3/4" Yoke Valve, PJ/CTS x Yoke Nut	B94-324W-NL	800	EA		
15	Ford, 1" Yoke Valve, PJ/CTS x Yoke Nut	B94-344W-NL	50	EA		
16	Ford, 3/4" Curb Stop, FIP x FIP	B11-333W-NL	500	EA		
17	Ford, 1" Curb Stop, FIP x FIP	B11-444W-NL	60	EA		
18	Ford, 1 1/2" Curb Stop, FIP x FIP	B11-666W-NL	20	EA		
19	Ford, 2" Curb Stop, FIP x FIP	B11-777W-NL	40	EA		

20	Ford, 2" Curb Stop, MIP x FIP	B81-777W-NL	80	EA		
21	Ford, 3/4" Curb Stop, PJ/CTSx FIP	B41-333W-NL	50	EA		
22	Ford, 1" Curb Stop, PJ/CTSxFIP	B41-444W-NL	200	EA		
23	Ford, 1 1/2" Curb Stop, PJ/CTS x FIP	B41-666W-NL	20	EA		
24	Ford, 1 1/2" Curb Stop, PJ/CTS x Flange	BF43-666W-NL	20	EA		
25	Ford, 2" Curb Stop, PJ/CTSx FIP	B41-777W-NL	25	EA		
26	Ford, 2" Curb Stop, PJ/CTS x Flange	BF43-777W-NL	40	EA		
27	Ford, 1" Corporation Stop, MIP x PJ/CTS	F1100-4-NL	100	EA		
28	Ford, 1"x3/4" Branch Piece, PJ/CTS x MIP	U48-43-7.5-NL	300	EA		
29	Ford, 3/4" Coupling, PJ/CTS x PJ/CTS	C44-33	100	EA		
30	Ford, 3/4"x1" Coupling, PJ/CTS x PJ/CTS	C44-34	50	EA		
31	Ford, 1" Coupling, PJ/CTS x PJ/CTS	C44-44	300	EA		
32	Ford, 1 1/2" Coupling, PJ/CTS x PJ/CTS	C44-66	30	EA		
33	Ford, 2" Coupling, PJ/CTS x PJ/CTS	C44-77	40	EA		
34	Ford, 3/4" Adapter, FIP x PJ/CTS	C14-33	200	EA		
35	Ford, 1" Adapter, FIP x PJ/CTS	C14-44	200	EA		
36	Ford, 1 1/2" Adapter, FIP x PJ/CTS	C14-66	20	EA		
37	Ford, 2" Adapter, FIP x PJ/CTS	C14-77	40	EA		
38	Ford, 3/4" Adapter, MIP x PJ/CTS	C84-33	400	EA		
39	Ford, 3/4"x1" Adapter, MIP x PJ/CTS	C84-34	400	EA		
40	Ford, 1" Adapter, MIP x PJ/CTS	C84-44	200	EA		
41	Ford, 1 1/2" Adapter, MIP x PJ/CTS	C84-66	20	EA		

42	Ford, 2" Adapter, MIP x PJ/CTS	C84-77	40	EA		
43	Ford, 3/4" Adapter, MIP x IPS Compression	C85-33	200	EA		
44	Ford, 3/4"x1" Adapter, MIP x IPS Compression	C85-34	100	EA		
45	Ford, 1" Adapter, MIP x IPS Compression	C85-44	100	EA		
46	Ford, 1 1/2" Adapter, MIP x IPS Compression	C85-66	20	EA		
47	Ford, 2" Adapter, MIP x IPS Compression	C85-77	40	EA		
48	Ford, 3/4" Coupling, PJ/CTS x IPS Compression	C45-33	200	EA		
49	Ford, 1" Coupling, PJ/CTS x IPS Compression	C45-44	100	EA		
50	Ford, 1 1/2" Coupling, PJ/CTS x IPS Compression	C45-66	20	EA		
51	Ford, 2" Coupling, PJ/CTS x IPS Compression	C45-77	40	EA		
GROUP 1 TOTAL						

GROUP 2: Domestic Brass Pipe Nipples

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3/4"x Close Brass Nipple - Domestic	2012-001	300	EA		
2	3/4" x 2" Brass Nipple - Domestic	2012-200	200	EA		
3	3/4" x 6" Brass Nipple - Domestic	2012-600	100	EA		
4	1" x Close Brass Nipple - Domestic	2016-001	50	EA		
5	1" x 4" Brass Nipple - Domestic	2016-400	50	EA		
6	1"x6" Brass Nipple - Domestic	2016-600	50	EA		
7	2" x Close Brass Nipple - Domestic	2032-001	50	EA		
8	2" x 4" Brass Nipple - Domestic	2032-400	50	EA		

9	2" x 6" Brass Nipple - Domestic	2032-600	50	EA		
GROUP 2 TOTAL						

GROUP 3: Ford Double Strap Service Saddles & Repair Clamps

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	Ford, 6"x1" IP Double Strap Saddle F/PVC	F202-669-IP4	100	EA		
2	Ford, 6"x1" IP Double Strap Saddle F/CI & AC	F202-760-IP4	200	EA		
3	Ford, 6"x2" IP double Strap Saddle F/CI & AC	F202-760-IP7	50	EA		
4	Ford, 8"x1" IP Double Strap Saddle F/PVC	F202-871-IP4	100	EA		
5	Ford, 8"x1" IP Double Strap Saddle F/CI & AC	F202-979-IP4	200	EA		
6	Ford, 8"x2" IP Double Strap Saddle F/CI & AC	F202-979-IP7	100	EA		
7	Ford, 3/4"x3" Full Wrap Clamp - CTS OD	FSC-088x3R	100	EA		
8	Ford, 3/4"x6" Full Wrap Clamp - CTS OD	FSC-088x6R	100	EA		
9	Ford, 3/4"x3" Full Wrap Clamp - IPS OD	FSC-105x3R	100	EA		
10	Ford, 3/4"x6" Full Wrap Clamp - IPS OD	FSC-105x6R	100	EA		
11	Ford, 1"x3" Full Wrap Clamp - CTS OD	FSC-113x3R	100	EA		
12	Ford, 1"x6" Full Wrap Clamp - CTS OD	FSC-113x6R	100	EA		
13	Ford, 1"x3" Full Wrap Clamp - IPS OD	FSC-132x3R	100	EA		
14	Ford, 1"x6" Full Wrap Clamp - IPS OD	FSC-132x6R	100	EA		
15	Ford, 1 1/2"x3" Full Wrap Clamp - CTS OD	FSC-163x3R	25	EA		
16	Ford, 1 1/2"x6" Full Wrap Clamp - CTS OD	FSC-163x6R	25	EA		
17	Ford, 1 1/2"x3" Full Wrap Clamp - IPS OD	FSC-190x3R	25	EA		

18	Ford, 1 1/2"x6" Full Wrap Clamp - IPS OD	FSC-190x6R	25	EA		
19	Ford, 2"x3" Full Wrap Clamp - CTS OD	FSC-213x3R	50	EA		
20	Ford, 2"x6" Full Wrap Clamp - CTS OD	FSC-213x6R	50	EA		
21	Ford, 2"x3" Full Wrap Clamp - IPS OD	FSC-238x3R	50	EA		
22	Ford, 2"x6" Full Wrap Clamp - IPS OD	FSC-238x6R	50	EA		
23	Ford, 2"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-263x7.5	25	EA		
24	Ford, 2"x15" Full Circle Repair Clamp - PVC OD	F1-263x15	25	EA		
25	Ford, 3"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-370x7.5	10	EA		
26	Ford, 3"x15" Full Circle Repair Clamp - PVC OD	F1-370x15	10	EA		
27	Ford, 4"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-473x7.5	8	EA		
28	Ford, 4"x15" Full Circle Repair Clamp - PVC OD	F1-473x15	8	EA		
29	Ford, 4"x7 1/2" Full Circle Repair Clamp - CI & AC OD	F1-514x7.5	8	EA		
30	Ford, 4"x15" Full Circle Repair Clamp - CI & AC OD	F1-514x15	8	EA		
31	Ford, 6"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-696x7.5	12	EA		
32	Ford, 6"x15" Full Circle Repair Clamp - PVC OD	F1-696x15	12	EA		
33	Ford, 6"x7 1/2" Full Circle Repair Clamp - CI OD	F1-724x7.5	12	EA		
34	Ford, 6"x15" Full Circle Repair Clamp - CI OD	F1-724x15	12	EA		
35	Ford, 6"x7 1/2" Full Circle Repair Clamp - RB AC OD	F1-745x7.5	12	EA		
36	Ford, 6"x15" Full Circle Repair Clamp - RB AC OD	F1-745x15	12	EA		
37	Ford, 8"x7 1/2" Full Circle Repair Clamp - PVC OD	F1-894x7.5	10	EA		
38	Ford, 8"x15" Full Circle Repair Clamp - PVC OD	F1-894x15	10	EA		

39	Ford, 8"x7 1/2" Full Circle Repair Clamp - CI OD	F1-939x7.5	10	EA		
40	Ford, 8"x15" Full Circle Repair Clamp - CI OD	F1-939x15	10	EA		
41	Ford, 8"x7 1/2" Full Circle Repair Clamp - RB AC OD	F1-967x7.5	10	EA		
42	Ford, 8"x15" Full Circle Repair Clamp - RB AC OD	F1-967x15	10	EA		
43	Ford, 10"x15" Full Circle Repair Clamp - Class PVC OD	F1-1104x15	4	EA		
44	Ford, 10"x15" Full Circle Repair Clamp - CI OD	F1-1144x15	4	EA		
45	Ford, 12"x15" Full Circle Repair Clamp - Class PVC OD	F1-1302x15	3	EA		
46	Ford, 12"x15" Full Circle Repair Clamp - CI OD	F1-1350x15	3	EA		
47	Ford, 14"x20" Full Circle Repair Clamp - CI OD	F2-1582x20	1	EA		
48	Ford, 16"x20" Full Circle Repair Clamp - CI OD	F2-1790x20	1	EA		
49	Ford, 20"x20" Full Circle Repair Clamp - CI OD	F2-2227x20	1	EA		
50	Ford, 24"x20" Full circle Repair Clamp - CI OD	F3-2680x20	1	EA		
GROUP 3 TOTAL						

GROUP 4: Mainline Gate Valves - AWWA Standard

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA		
2	4" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA		
3	6" Resilient Wedge Gate Valves with Mechanical Joint End		15	EA		
4	8" Resilient Wedge Gate Valves with Mechanical Joint End		10	EA		

5	10" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA		
6	12" Resilient Wedge Gate Valves with Mechanical Joint End		5	EA		
7	16" Resilient Wedge Gate Valves with Mechanical Joint End		2	EA		
8	24" Resilient Wedge Gate Valves with Mechanical Joint End		1	EA		
GROUP 4 TOTAL						

GROUP 5: TPS One-Bolt Couplings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	4" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0561-0000-000	40	EA		
2	6" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0765-0000-000	30	EA		
3	8" TPS - TX3 Wide Range One-Bolt Coupling	TX3-0984-0000-000	20	EA		
GROUP 5 TOTAL						

GROUP 6: DFW Meter Boxes

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	DFW, D1300 Extra Duty Single Meter Box Complete W/CI Reader Lid	DFW1300-12-1C	1,000	EA		
2	DFW, D1200 Single Lid Only W/CI Reader Lid	DFW1200-1C-LID	800	EA		
3	DFW, D1600 Extra Duty Dual Meter Box Complete W/CI Reader Lid	DFW1600-12-1C	500	EA		
4	DFW, D1500 Dual Lid Only W/CI Reader Lid	DFW1500-1C-LID	600	EA		

5	DFW, #36F Heavy Duty Single Meter Box Complete W/CI Reader Lid	DFW36F-12-1C	100	EA		
6	DFW, #36F Heavy Duty Single Lid Only W/CI Reader Lid	DFW36C-1C-LID	200	EA		
7	DFW, #37F Heavy Duty 1" Meter Box Complete W/CI Reader Lid	DFW37F-12-1C	100	EA		
8	DFW, #37F Heavy Duty 1" Lid Only W/CI Reader Lid	DFW37C-1C-LID	100	EA		
9	DFW, #39F Heavy Duty Dual MeterBox Complete W/CI Reader Lid	DFW39F-12-1C	100	EA		
10	DFW, #39F Heavy Duty Dual Lid Only W/CI Reader Lid	DFW39F-1C-LID	120	EA		
11	DFW, #1730 Heavy Duty 2" Meter Box Complete W/CI Reader Lid	DFW1730F-12-1C	20	EA		
12	DFW, #1730 Heavy Duty 2" Lid Only W/CI Reader Lid	DFW1730F-1C-LID	20	EA		
13	DFW,D1300 Black Box W/ solid green lid marked "SEWER"	DFW1300-12-2 SEWER	300	EA		
14	DFW,D1300 Purple Box W/ Solid Purple Lid Marked "RECLAIMED"	DFW1300D5-12-5	500	EA		
15	DFW, 10" Round Plastic Valve Box W/Green Lid Marked "SEWER"	DFW1100-10-2 SEWER	300	EA		
16	DFW, 10"Round Plastic Valve Box W/Purple Lid Marked "RECLAIMED"	DFW100D5-10-5	300	EA		
GROUP 6 TOTAL						

GROUP 7: Mechanical Joint Fittings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	6" CI MJ 90 Degree Bend		10	EA		
2	6" CI MJ 45 Degree Bend		30	EA		
3	6" CI MJ Coupling		5	EA		
4	8" CI MJ 90 Degree Bend		10	EA		

5	8" CI MJ 45 Degree Bend		20	EA		
6	8" CI MJ Coupling		5	EA		
7	10" CI MJ 90 Degree Bend		8	EA		
8	10" CI MJ 45 Degree Bend		10	EA		
9	10" CI MJ Coupling		4	EA		
10	12" CI MJ 90 Degree Bend		4	EA		
11	12" CI Mj 45 Degree Bend		8	EA		
12	12" CI Mj Coupling		2	EA		
13	6" MJ Retaining Gland- DI		150	EA		
14	6" MJ Retaining Gland- PVC		150	EA		
15	8" MJ Retaining Gland- DI		150	EA		
16	8" MJ Retaining Gland- PVC		150	EA		
GROUP 7 TOTAL						

GROUP 8: Endot Endotrace Service Tubing

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	3/4" Endot Endotrace Tubing- Blue		1000	LF		
2	1" Endot Endotrace Tubing- Blue		3000	LF		
3	1 1/2" Endot Endotrace Tubing- Blue		500	LF		
4	2" Endot Endotrace Tubing- Blue		1000	LF		
5	3/4" Endot Endotrace Tubing- Purple		1000	LF		
6	1" Endot Endotrace Tubing- Purple		3000	LF		
7	1 1/2" Endot Endotrace Tubing- Purple		500	LF		
8	2" Endot Endotrace Tubing- Purple		1000	LF		
GROUP 8 TOTAL						

GROUP 9: Fernco Strongback Couplings

ITEM	DESCRIPTION	PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' X 'B'
1	4" Fernco Strong Back RC Couplings- Clay to Clay	1001-44RC	15	EA		

2	4" Frenco Strong Back RC couplings- Clay to CI/PL	1002-44RC	75	EA		
3	4" Fernco Strong Back RC Couplings- CI/PL to CI/PL	1156-44RC	50	EA		
4	4" Frenco Strong Back RC Couplings- Clay to AC/DI	1003-44RC	15	EA		
5	6" Fernco Strong Back RC Couplings- Clay to Clay	1001-66 RC	10	EA		
6	6" Fernco Strong Back RC Couplings- AC/DI to AC/DI	1055-66RC	10	EA		
7	6" Fernco Strong Back RC Couplings- AC/DI to CI/PL	1051-66RC	15	EA		
8	6" Fernco Strong Back RC couplings- Clay to CI/PL	1002-66RC	75	EA		
9	6" Fernco Strong Back RC Couplings- CI/PL to CI/PL	1056-66RC	50	EA		
10	8" Fernco Strong Back RC Couplings- Clay to AC/DI	1003-88RC	15	EA		
11	8" Fernco Strong Back RC Couplings- AC/DI to AC/DI	1051-88RC	30	EA		
12	8" Fernco Strong Back RC Coupling- CI/PL to CI/PL	1056-88RC	30	EA		
13	10" Fernco Strong Back RC Coupling- CI/PL to CI/PL	1056-1010RC	10	EA		
14	10" Fernco Strong Back RC Coupling- CI/PL to 8"CI/PL	1056-10-8RC	10	EA		
15	10" Fernco Strong Back RC Coupling- Clay to CI/PL	1002-1010RC	20	EA		
16	12" Fernco Strong Back RC Coupling- Clay to Clay	1001-1212RC	10	EA		
17	12" Fernco Strong Back RC Coupling- Clay to CI/PL	1002-1212Rc	10	EA		
18	12" Fernco Strong Back RC Coupling- Clay to AC/DI	1003-1212RC	10	EA		
19	12" Fernco Strong Back RC Coupling- DI/AC to CI/PL	1051-1210RC	10	EA		
20	12" Fernco Strong Back RC Coupling- DI to DI	1055-1212RC	10	EA		
GROUP 9 TOTAL						

CITY OF ORMOND BEACH BID OPENING TABULATION
Brass Fittings Bid 2021-11
OPENING DATE AND TIME: February 10, 2021 2:00PM

Group 1- Ford Meter Service Material			
Vendor and Address	Price	Addendum 1	Bid Bond
FERGUSON	339,704.55	✓	
SUN STATE METER	346,946.70	✓	
EMPIRE PIPE	—	✓	
FORTLINE	—	✓	
Group 2 - Domestic Brass Pipe Nipples			
Vendor	Price	Addendum 1	Bid Bond
FERGUSON	3,467.50	✓	
SUN STATE METER	4,385.00	✓	

EMPIRE PIPE	3,767.00	✓	
FORTILINE	5,127.00	✓	
Group 3 - Ford Double Strap Service Saddles & Repair Clamps			
Vendor	Price	Addendum 1	Bid Bond
FERGUSON	64,429.65	✓	
SUN STATE METER	63,978.54	✓	
EMPIRE PIPE	—	✓	
FORTILINE	—	✓	

Group 4 - Mainline Gate Valves - AWWA Standard			
Vendor	Price	Addendum 1	Bid Bond
FERGUSON	49,927.32	✓	
SUN STATE METER	61,176.55	✓	
EMPIRE PIPE	47,499.53	✓	
FORTILINE	51,083.60	✓	

Group 5 - TPS One-Bolt Couplings			
Vendor	Price	Addendum 1	Bid Bond

FERGUSON	21,578.60	✓	
SUN STATE METER	20,794.00	✓	
EMPIRE PIPE	21,745.20	✓	
FORTLINE	23,864.90	✓	
Group 6 - DFW Meter Boxes			
Vendor	Price	Addendum 1	Bid Bond
FERGUSON	120,840.00	✓	
SUN STATE METER	110,533.60	✓	
EMPIRE PIPE	118,318.40	✓	

FORTLINE	128,306.00	✓	
Group 7 - Mechanical Joint Fittings			
Vendor	Price	Addendum 1	Bid Bond
FERGUSON	24,801.09	✓	
SUN STATE METER	29,371.41	✓	
EMPIRE PIPE	33,696.94	✓	
FORTLINE	25,174.37	✓	

Group 8 - Endot Endotrace Service Tubing			
Vendor	Price	Addendum 1	Bid Bond
FERGUSON	12,320.00	✓	
SUN STATE METER	13,220.00	✓	
EMPIRE PIPE	6,567.00	✓	
FORTILINE	6,900.00	✓	
Group - 9 Fernco Strongback Couplings			
Vendor	Price	Addendum 1	Bid Bond
FERGUSON	21,345.80	✓	
SUN STATE METER	24,552.45	✓	
EMPIRE PIPE	21,361.65	✓	

FORTLINE	23,108.35	✓	
Total Bid for Contract			
Vendor	Price	Addendum 1	Bid Bond
FERGUSON	658,414.91	✓	
SUN STATE METER	674,958.25	✓	
EMPIRE PIPE	252,955.72	✓	
FORTLINE	263,564.22	✓	

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

Rob Hart
Purchasing Coordinator



LYNN CARTER
UTILITY ENGINEER




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: April 20, 2021

Subject: 2021 Floodplain Management Plan Annual Progress Report

Commission Goal: N/A

Introduction

This disposition item provides public notice of the City's 2021 update to the Annual Floodplain Management Plan Progress Report.

Background

The Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains. The City of Ormond Beach voluntarily participates in the NFIP Community Rating System (CRS) program which qualifies property owners in floodplains for reduced rates on flood insurance. Under the CRS, flood insurance premiums are discounted to reward community actions that: 1) reduce flood damage to insurable property through planning and outreach; 2) strengthen and support the insurance aspects of the NFIP; and 3) encourage a comprehensive approach to floodplain management. FEMA recognizes Ormond Beach as a Class 6 CRS community, which means that new and renewed flood policies in the Special Flood Hazard Area qualify for a 20% discount. New and renewed flood policies outside the Special Flood Hazard Area qualify for a 10% discount.

On October 2, 2018, the City adopted the 2018 Volusia County Integrated Floodplain Management Plan. The plan is designed to encompass a snapshot of floodplain hazards throughout the county and also provide individual jurisdictional plans. The Volusia County Integrated Floodplain Management Plan follows the format and outline of the CRS requirements and is integrated with the Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS), recently updated in 2020. To continue participation in the NFIP and fulfill the CRS criteria, an annual progress report on the status of the project implementation is required. There are eight countywide goals adopted in the Integrated Floodplain Management Plan and nine separate objectives established by the City to minimize the effects of flood events in the City of Ormond Beach, with the

status of each goal and objective's implementation provided.

Discussion

Attached is the annual progress report on the status of the integrated floodplain management plan implementation which is required to continue participation in the National Flood Insurance Program (NFIP) and fulfill the Community Rating System (CRS) criteria, which qualifies Ormond Beach property owners in floodplains for reduced rates on flood insurance.

Budget Impact

There is no budget impact to the City of Ormond Beach.

Citizen Impact

The City of Ormond Beach is a CRS community and is currently rated as a six, which provides a 20 percent flood insurance discount to policy holders in a special flood hazard area. The City is able to receive additional points by participating in the development of the Volusia County Integrated Floodplain Management Plan to reduce flood damage, strengthen and support the NFIP insurance aspects, and encourage a comprehensive approach to flood management.

Recommendation

Staff recommends acceptance of the 2021 update to the Annual Floodplain Management Plan Progress Report.

Attachments:

- 2021 Integrated FMP Annual Progress Report (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/8/2021


Claire Whitley, Assistant City Manager 4/12/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 4/14/2021



CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

To: Mayor Partington and City Commissioners

Thru: Steve Spraker, Planning Director

From: Becky Weedo, Senior Planner, CRS Coordinator

Subject: Floodplain Management 2021 Annual Progress Report

Date: April 20, 2021

Background

Staff has prepared this report for submittal for continued certification under the FEMA National Flood Insurance Program (NFIP) Community Rating System (CRS) program. The NFIP provides federally supported flood insurance in communities that regulate development in floodplains. The City of Ormond Beach voluntarily participates in the NFIP Community Rating System (CRS) program which qualifies property owners in floodplains for reduced rates on flood insurance. Under the CRS, flood insurance premiums are discounted to reward community actions that: 1) Reduce flood damage to insurable property through planning and outreach; 2) strengthen and support the insurance aspects of the NFIP; and 3) encourage a comprehensive approach to floodplain management. FEMA recognizes Ormond Beach as a Class 6 CRS community which means that new and renewed flood policies in the Special Flood Hazard Area qualify for a 20% discount. New and renewed flood policies outside the Special Flood Hazard Area qualify for a 10% discount.

Floodplain Management Plan

On October 2, 2018, the City adopted the 2018 Volusia County Integrated Floodplain Management Plan. The plan is designed to encompass a snapshot of floodplain hazards throughout the county and also provide individual jurisdictional plans. The Volusia County Integrated Floodplain Management Plan follows the format and outline of the CRS requirements and is integrated with the Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS) recently updated in 2020.

The City has been a participant in the Volusia County Local Mitigation Strategy (LMS) initiative since 1998. The LMS was created and adopted to more effectively plan disaster related responses and provide mitigation initiatives designed to reduce hazards and/or to protect people and property when hazards do occur. The Volusia County Multi-Jurisdictional LMS recently was updated and found in compliance with the federal hazard mitigation planning standards. On May 12, 2020, by Resolution 2020-45, the City Commission formally adopted the five-year update of the Volusia County LMS which includes the Volusia County Integrated Floodplain Management Plan and the County's Flood Response Plan.

To continue participation in the NFIP and fulfill the CRS criteria, an annual progress report on the status of the project implementation is required. There are eight countywide goals adopted in the Integrated Floodplain Management Plan and nine separate objectives established by the

City to minimize the effects of flood events in the City of Ormond Beach, with the status of each goal and objective's implementation provided.

Availability

Copies of the 2018 Volusia updated Integrated Floodplain Management Plan, the 2020 Volusia County Multi-Jurisdictional Hazard Mitigation Plan and this report can be obtained from the City of Ormond Beach Planning Department or on the City of Ormond Beach Floodplain Management website <http://www.ormondbeach.org/index.aspx?nid=243>. In addition, this report was provided to the City of Ormond Beach Commission on April 20, 2021 and as a public document is posted to the City of Ormond Beach website and copied to local media and the State of Florida NFIP Coordinating Official.

Status of Plan Implementation

The 2020 Volusia County Multi-Jurisdictional LMS was updated and found in compliance with the federal hazard mitigation planning standards. The City Commission formally adopted the five-year update of the Volusia County LMS which included the Floodplain Management Plan (FMP) pertaining to the City and the County's Flood Response Plan. There are eight countywide goals adopted in the Integrated Floodplain Management Plan and nine separate objectives established by the City to minimize the effects of flood events in the City of Ormond Beach, with the status of each goal and objective's implementation provided:

Status of Integrated Floodplain Management Goals and Objectives	
Goal	Status
Countywide Goal 1: Prevent new development in the floodplain from increasing runoff and resulting in increases in flood volumes in the floodplain; City Objective 1: Protect human life and health; City Objective 2: Minimize or eliminate property damage; and City Objective 3: Minimize the need for future expenditure of public money for costly flood control response to and recovery from flood events.	Achieved through Ormond Beach Floodplain Management Ordinance, City Code of Ordinances, building permitting process, and the provisions of the Land Development Code which require water quality treatment volume, runoff attenuation, and compensating storage volume for fill planned to be placed inside the Special Flood Hazard Area. (On-going)
Countywide Goal 2: Develop and maintain a proactive public awareness and outreach that informs and notifies property owners that they are located in a flood zone and provide assistance and information regarding flood zones, protection of property, local drainage and sewer back-up problems; Countywide Goal 3: Provide advice and assistance to property owners concerning the protection of their properties from flooding, local drainage and sewer back-up problems. City Objective 7: Ensure that potential buyers are notified that property is in an area of special flood hazard; and City Objective 8: Require the use of appropriate construction practices in order to prevent or minimize future flood damage.	Accomplished through the City's mapping information provided on the website http://www.ormondbeach.org/index.aspx?nid=243 , flood protection reference materials available in the Planning Department or City Island Library and distribution of flood information (On-going) . Additionally, the City updated the Program for Public Information (PPI) with 10 other Volusia County CRS communities. The PPI plan is a countywide public outreach program to promote awareness of flood issues. On January 5, 2021, the City Commission adopted the Volusia Multi-Jurisdictional Program for Public Information Plan. The adopted plan is a 5-year update to the outreach projects and measurable outcomes through a detailed analysis. (On-going)
Countywide Goal 4: Continue with the Hazard Mitigation Grant Program to identify and obtain	The City was awarded FEMA funding to elevate the residence in the Thompson Creek flood area.

Status of Integrated Floodplain Management Goals and Objectives	
funding for both pre-and-post disaster residential mitigation projects regarding flooding; Countywide Goal 5: Prioritize capital projects that will mitigate flood impacts in those areas of the County that have experienced significant flooding problems; Countywide Goal 6: Utilize "Volusia Prepares" Local Mitigation Strategy to guide and assist the County in establishing priorities for flood hazard mitigation projects; Countywide Goal 7: Review the locations and effects on areas that experience flooding and determine what steps, if any, the County and municipalities can take to alleviate future impacts; and	(Completed 2011) Also, the City was awarded multiple FEMA grants for a combination of mitigation projects for the Laurel Creek drainage basin area to interconnect Central Park lakes 1-5 to Laurel Creek, reconstruct Hand Avenue, install a new drainage system to reduce flooding frequency, implement a system to drawdown more rapidly during extreme events using a pump station with an associated treatment pond and force main to the Halifax River. Also, Continuous Monitoring and Adaptive Control (CMAC) Technology was installed to control the lake levels. (Completed January 2014) The City's Engineering Department commissioned the services of Geosyntec Consultants to update the Stormwater Master Plan in 2020. Plan is expected to be completed in 2021 and will identify and prioritize additional initiatives to alleviate flooding. (On-going)
Countywide Goal 8: Develop Floodplain Management Plans for participating CRS municipalities in Volusia County (and others as desired).	The City adopted the 2018 Volusia County Integrated Floodplain Management Plan five-year update on October 2, 2018. (Completed)
City Objective 4: Minimize unnecessary disruption of commerce, access and public service during times of flooding.	The City adopted the 2020 Volusia County Multi-Jurisdictional LMS which now includes the Volusia County Flood Warning Program. This program is designed to assist residential and business owners to know when a potential flood threat is imminent and be able to take the necessary precautions to protect their property. Also, City staff participates in countywide multi-agency emergency preparedness and post disaster recovery training to minimize unnecessary disruption. (On-going)
City Objective 5: Minimize damage to public and private facilities and utilities located in areas of special flood hazard.	The Public Works Department continues to perform proactive and reactive drainage maintenance cleaning, street sweepings and drainage system rehabilitation such as storm pipe linings within the City throughout the year. Additional drainage maintenance activities have and will be performed prior to any natural disaster (hurricane/tropical storm). Public Works keeps a detailed log identifying areas within the City that are inspected and cleaned. This ensures that every City owned or maintained drain, ditch, and canal functions as efficient as possible. (On-going)
City Objective 6: Help maintain a stable tax base by	Achieved through Ormond Beach Floodplain

Status of Integrated Floodplain Management Goals and Objectives	
providing for the sound use and development of flood hazard areas; City Objective 9: Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain.	Management Ordinance, City Code of Ordinances, building permitting process, drainage system maintenance and stormwater management plans. (On-going) .



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: April 20, 2021

Subject: Right-of-way vacation - 5 foot portion of Flagler Road (1480 N US HWY 1)

Commission Goal: Community Development - Other

Introduction

This is a request by Jeff Gross, Gross Family Properties NG, LLC, for approval of a partial right-of-way (ROW) vacation of Flagler Road, containing approximately 1,950 square feet or 0.05 acres. The request seeks to vacate a five (5') foot portion of the unimproved sixty (60') foot Flagler Road Right-of-Way. The Notice of Intent Resolution for the partial right-of-way vacation was approved on March 16, 2021.

Background

The city has received a site plan application for the property at 1480 North U.S. Highway 1. The site plan seeks to construct a 16,852 square foot building, a 2,566 square foot garden center, and associated site improvements for Ace Hardware. As part of the site development, there are portions of two (2) rights-of-way that are sought for vacation. Each right-of-way vacation is being presented independently. Action on the right-of-way vacations does not obligate any additional action on the site plan that must meet the applicable portions of the Comprehensive Plan and Land Development Code.

The key consideration for street vacations is whether the platted right-of-way has a public use function, such as roads, utilities, or corridors for public utilities such as the power, telephone, or cable companies (attached). The plat for the land area under consideration was adopted on May 26, 1926. It is important to note that for plat dedications for public roads, the government does not own or have fee simple title to the dedicated property and cannot sell or barter it away as a condition of vacating it. The sole criterion for vacating a street right-of-way is the function for public use.

Discussion

As part of the application, the applicant has secured letters of no objection to the vacation from all franchise utilities, including Florida Power & Light (FPL),

Brighthouse/Spectrum, Teco Gas, and AT&T. The city Site Plan Review Committee, including the Utilities Division, has reviewed the request and has no objection to the request. The five (5') foot portion of Flagler Road is located abutting 1480 North U.S. Highway 1. In past applications, the city has approved right-of-way vacations designed to reduce the platted 60' Flagler Road right-of-way width to a 50' roadway width, consistent with the standard right-of-way way for a local street. The city Site Plan Review Committee has concluded that there is no public purpose of this section of Flagler Road.

Section 17-8 of the City Code of Ordinances details the process for a street right-of-way vacation (or partial vacation) as follows:

#	Approving Body	Action	Status
1.	Site Plan Review Committee	Provide evidence of no public use.	Completed on February 22, 2021. Determination of no public use.
2.	City Commission	Resolution - Notice of Intent to vacate.	Completed March 16, 2021
3.	City Commission	Ordinance for partial street vacation.	April 6, 2021 and April 20, 2021

In summary, the Site Plan Review Committee has reviewed the platted right-of-way and determined that there is no public purpose to maintaining the portion of Flagler Road sought for vacation.

Budget Impact

The current platted Flagler Road is not improved and there are no budget impacts of this request.

Citizen Impact

As stated earlier, the city does not own or have fee simple title to Flagler Road. The right-of-way was designed as part of the 1926 plat. The needed right-of-width for a local street is fifty (50') feet. The city has allowed abutting property owners in past applications to vacate five (5') feet on each side of the roadway to reduce the Flagler Road right-of-way to fifty (50') feet. It is not expected that the right-of-way would have a negative citizen impact.

Recommendation

It is recommended that the City Commission **APPROVE** the attached Ordinance for the partial right-of-way vacation of Flagler Road, containing approximately 1,950 square feet or 0.05 acres; based on the determination that the subject area has no current or future public use.

Attachments:

- 21-11 1480 N US 1-5ft Portion-Right of Way Vacation (P21-0030G) (PDF)
- Exhibit A - 5 FT Flagler ROW Sketch & Legal (PDF)
- Utility letters combined (PDF)
- Site plan submitted for 1480 North U.S. Highway 1 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 3/8/2021


Claire Whitley, Assistant City Manager 3/29/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 3/31/2021

ORDINANCE NO. 2021-11

AN ORDINANCE VACATING A PORTION OF FLAGLER ROAD, ABUTTING 1480 NORTH U.S. HIGHWAY 1; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ormond Beach, Florida, did on March 16, 2021 adopt Resolution No. 2021-63, declaring its intention to consider adopting an ordinance vacating five (5') feet, approximately 1,950 square feet or 0.05 acre, portion of Flagler Road, a sixty (60') foot unimproved right-of-way abutting 1480 North U.S. Highway 1, Volusia County parcel number 3136-01-59-0010, being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, the platted portion of the right-of-way to be vacated has never been constructed or used for right-of-way purposes, and

WHEREAS, the owners of all of the property that abuts the aforescribed portion of the said street affected by the proposed vacation, which owners are residents of the State of Florida, have been served with a copy of the aforesaid Resolution or have filed their waiver of the requirement of service thereof, and a copy of the aforesaid Resolution has been published once in a newspaper of general circulation in the City of Ormond Beach, Florida, and proof of publication thereof has been filed with the City, and

WHEREAS, based on the evidence presented at the public hearing, and based upon common knowledge of the area in question, the City Commission hereby finds that the subject vacation is in the overall public interest, now therefore,

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

SECTION ONE. That portion of Flagler Road right-of-way abutting 1480 North U.S. Highway 1, Volusia County parcel number 3136-01-59-0010, to wit: the southwesterly five feet of Flagler Road, being more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, is hereby vacated and forever freed of all rights of the public.

SECTION TWO. The said portion of Flagler Road right-of-way described and depicted in Exhibit “A” be and the same is hereby vacated, closed and abandoned as a right-of-way, and said property is hereby released and discharged of any and every public right, use, title and interest of the City of Ormond Beach, for right-of-way purposes and that said property shall revert to the abutting owner, if any.

SECTION THREE. The City Clerk is hereby directed to record a certified copy of this Ordinance in the public records of Volusia County, Florida.

SECTION FOUR. The City Clerk is further directed to transmit the recorded Ordinance to the Volusia County Property Appraiser.

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

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

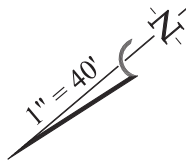
PASSED UPON at the first reading of the City Commission, this 6th day of April, 2021.

PASSED UPON, at the second and final reading of the City Commission, this 20th day of April, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

**LEGAL DESCRIPTION:**

THE NORTHEASTERLY 5 FEET OF FLAGLER ROAD (A 60 FOOT RIGHT-OF-WAY AS PER PLAT), LYING SOUTHWESTERLY OF BLOCK 59, GOWER STREET AND FLAGLER ROAD (BOTH BEING 60 FOOT RIGHT-OF-WAY AS PER PLAT), NATIONAL GARDENS SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE(S) 250-253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN INTERSECTION POINT OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GOWER STREET (60 FOOT RIGHT-WAY), THE NORTHEASTERLY RIGHT-OF-WAY OF FLAGLER ROAD (A 60 FOOT RIGHT-OF-WAY AS PER PLAT), SAID POINT BEING THE NORTHWESTERLY CORNER OF LOT 12 PER SAID NATIONAL GARDENS SUBDIVISION; THENCE RUN SOUTH 49 DEGREES 51 MINUTES 35 SECONDS EAST ALONG THE SAID NORTHEASTERLY RIGHT-OF-WAY OF FLAGLER AVENUE A DISTANCE OF 390.00 FEET TO A INTERSECTION POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MAGNOLIA STREET (A 60 FOOT RIGHT-OF-WAY AS PER PLAT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 40 DEGREES 08 MINUTES 25 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGLER ROAD NORTH 49 DEGREES 51 MINUTES 35 SECONDS WEST, A DISTANCE OF 390.00 FEET TO A POINT ON THE AFORSAID GOWER STREET SOUTHEASTERLY RIGHT-OF-WAY LINE EXTENSION; THENCE NORTH 40 DEGREES 08 MINUTES 25 SECONDS EAST ALONG SAID EXTENSION LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

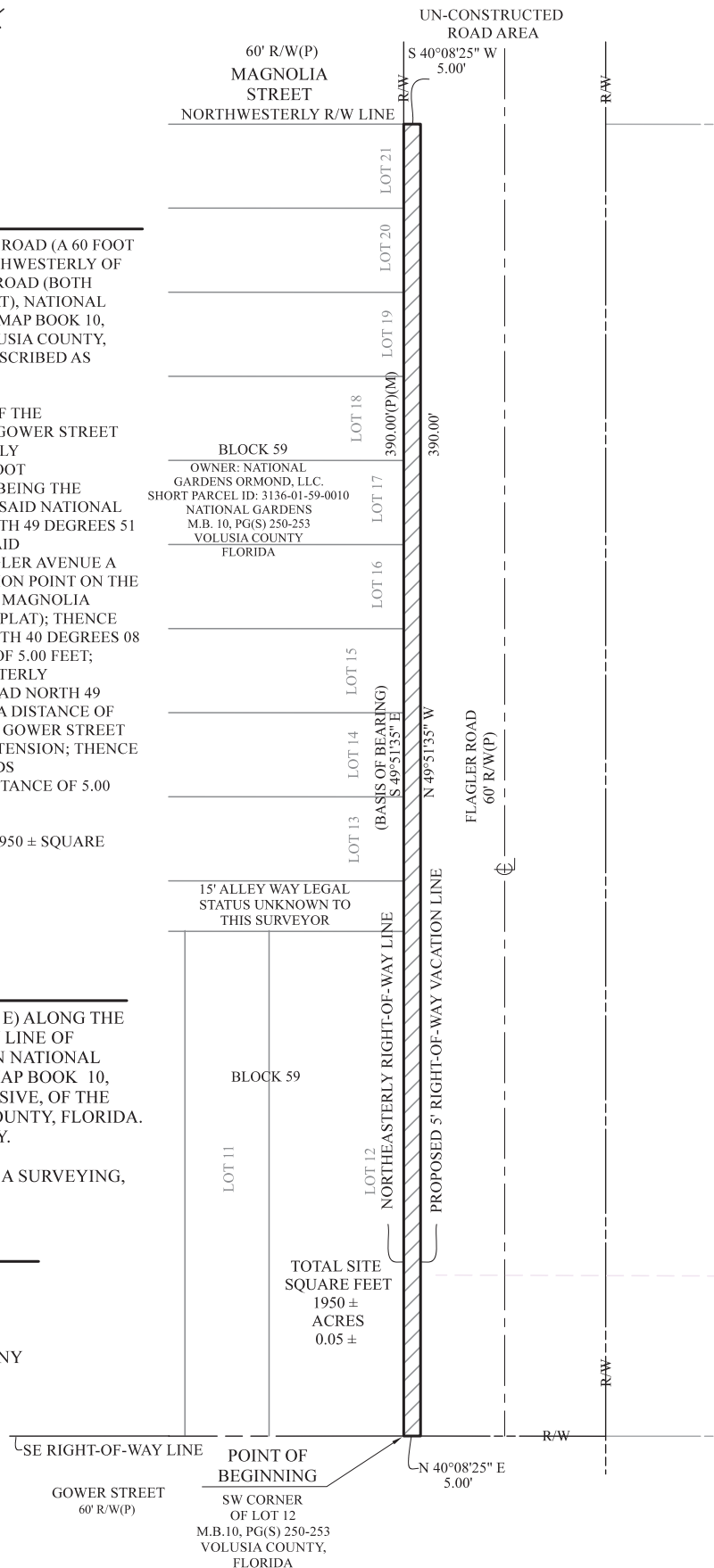
THE ABOVE DESCRIBED LAND CONTAINS 1950 ± SQUARE FEET OR 0.05 ACRES MORE OR LESS.

GENERAL NOTES:

1. BEARING STRUCTURE (S 49°51'53" E) ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLAGLER ROAD, AS RECORDED IN NATIONAL GARDENS SUBDIVISION AS PER MAP BOOK 10, PAGE(S) 250 THROUGH 253, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.

LEGEND:

FD	FOUND
FL	FLORIDA
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
NO.	NUMBER
OWB	OFFICE WORK BY
(P)	PLAT
(M)	MEASURED
M.B.	MAP BOOK
PG(S)	PAGES
R/W	RIGHT-OF-WAY
±	PLUS OR MINUS
CL	CENTERLINE

**THIS IS NOT A SURVEY**

REVISED DESCRIPTION 02/10/2021 KB
RIGHT-OF-WAY VACATION

THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

David McMillen
 David McMillen
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 05-31-2019

OWB: BR
 DATE: 05-30-2019
 MAP SUBJECT: 1480 N. U.S. HWY 1 Ormond Beach
 SCALE: 1" = 40'

TYPE OF SURVEY:
 SKETCH AND DESCRIPTION
 R/W
 VACATION

A1A
 SURVEYING
 LAND SURVEYING CONSTRUCTION LAYOUT
 244 Ridgewood Avenue, Daytona Beach, Florida 32117
 Phone: 386.405.6797

LB # 8205

LS # 6378



January 25, 2021

Newkirk Engineering, INC.
1230 N US HWY 1
Suite 3
Ormond Beach, FL 32174

Re: ACE Hardware
1480 N US HWY 1: Ormond Beach, FL
ROW Vacationing

Dear Shamus Schroeder:

This letter is in response to a request submitted to AT&T, Inc. to vacate 5 FT of the ROW of Flagler Rd east of Gower St along the property line of the new ACE Hardware Store at 1480 N US HWY 1 in Volusia County Florida.

Please accept this letter as a notification that AT&T, Inc. has no objection to the vacationing of ROW referenced above.

If you have any questions regarding this response, please contact me at 386-281-6962.

Regards,

Thanks,

Nathan Stephenson

MGR OSP PLNG & ENGRG DESIGN, Wireline Access
Southeast , Florida Engineering
GEO Palm Coast, Bunnell, Flagler Beach, Ocean Shores & Ormond Beach

AT&T

268 Ridgewood Av, Daytona Beach, FL 32114
o 386-281-6962 c 386-212-5035 | ns6520@att.com

MOBILIZING YOUR WORLD



Stacy Stafford
Supervisor, Construction
Field Ops

December 23, 2020

Shamus Schroder
Newkirk Engineering, Inc

RE: Ace Hardware
1480 North U.S. Highway 1
Ormond Beach Fl. 32174
Parcel ID#:313601590010

To Whom It May Concern:

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

Spectrum has "no objection" to the vacation of the utility easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

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

Sincerely,

A handwritten signature in blue ink that reads "Stacy R. Stafford".

Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614



February 4, 2021

Shamus Schroeder
Ace Hardware
1480 N US Highway 1
Ormond Beach FL, 32174

Re: No objection to the partial release of our rights in the Platted Utility Easement
Short Parcel ID 3136-01-59-0010, The Public Records of Volusia County
Map Book 10, Pages 250 through 253.

Please be advised that FPL does not object to the partial vacation of the utility easement as follows: the southwesterly 5 feet of Flagler RD as shown in the attached Exhibit A.

If you have any questions regarding this matter, please contact Nicholas Rockefeller, FPL's local representative at 386-586-6476.

Thank you,

A handwritten signature in blue ink, appearing to read "J. Zehnder", is written over a horizontal line.

Joshua Zehnder
Engineering Lead

LEGAL DESCRIPTION:

THE NORTHEASTERLY 5 FEET OF FLAGLER ROAD (A 60 FOOT RIGHT-OF-WAY AS PER PLAT), LYING SOUTHWESTERLY OF BLOCK 59, GOWER STREET AND FLAGLER ROAD (BOTH BEING 60 FOOT RIGHT-OF-WAY AS PER PLAT), NATIONAL GARDENS SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE(S) 250-253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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(60 FOOT RIGHT-WAY), THE NORTHEASTERLY
RIGHT-OF-WAY OF FLAGLER ROAD (A 60 FOOT
RIGHT-OF-WAY AS PER PLAT), SAID POINT BEING THE
NORTHWESTERLY CORNER OF LOT 12 PER SAID NATIONAL
GARDENS SUBDIVISION; THENCE RUN SOUTH 49 DEGREES 51
MINUTES 35 SECONDS EAST ALONG THE SAID
NORTHEASTERLY RIGHT-OF-WAY OF FLAGLER AVENUE A
DISTANCE OF 390.00 FEET TO A INTERSECTION POINT ON THE
NORTHWESTERLY RIGHT-OF-WAY LINE OF MAGNOLIA
STREET (A 60 FOOT RIGHT-OF-WAY AS PER PLAT); THENCE
DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 40 DEGREES 08
MINUTES 25 SECONDS WEST, A DISTANCE OF 5.00 FEET;
THENCE PARALLEL WITH SAID NORTHEASTERLY
RIGHT-OF-WAY LINE OF SAID FLAGLER ROAD NORTH 49
DEGREES 51 MINUTES 35 SECONDS WEST, A DISTANCE OF
390.00 FEET TO A POINT ON THE AFORESAID GOWER STREET
SOUTHEASTERLY RIGHT-OF-WAY LINE EXTENSION; THENCE
NORTH 40 DEGREES 08 MINUTES 25 SECONDS
EAST ALONG SAID EXTENSION LINE, A DISTANCE OF 5.00
FEET TO THE POINT OF BEGINNING.

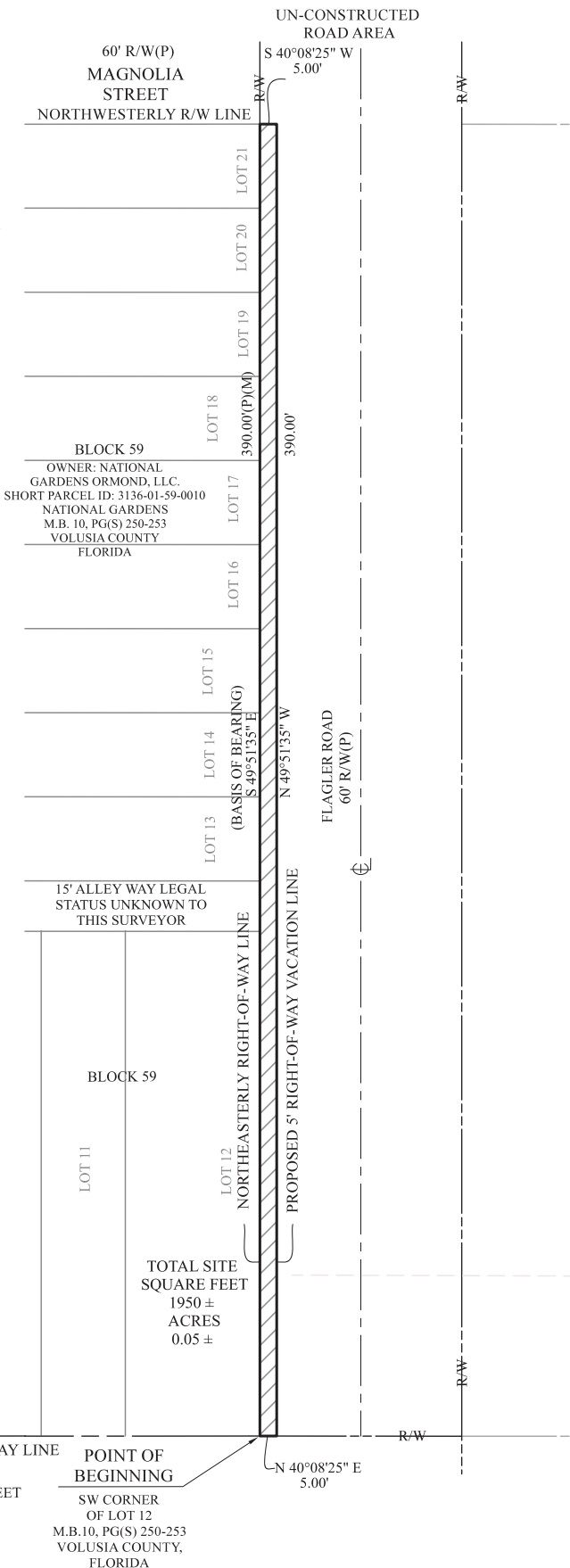
THE ABOVE DESCRIBED LAND CONTAINS 1950 ± SQUARE FEET OR 0.05 ACRES MORE OR LESS.

GENERAL NOTES:

1. BEARING STRUCTURE (S 49°51'53" E) ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLAGLER ROAD, AS RECORDED IN NATIONAL GARDENS SUBDIVISION AS PER MAP BOOK 10, PAGE(S) 250 THROUGH 253, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER AIA SURVEYING, INC.

LEGEND:

FD	FOUND
FL	FLORIDA
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
NO.	NUMBER
OWB	OFFICE WORK BY
(P)	PLAT
(M)	MEASURED
M.B.	MAP BOOK
PG(S)	PAGES
R/W	RIGHT-OF-WAY
±	PLUS OR MINUS
⌀	CENTERLINE



THIS IS NOT A SURVEY

REVISED DESCRIPTION 02/10/2021 KB
RIGHT-OF-WAY VACATION

THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

David McMillen

OWB:	BR
DATE:	05-30-2019
MAP SUBJECT:	1480 N. U.S. HWY Ormond Beach
SCALE:	1" = 40'

TYPE OF SURVEY:
SKETCH AND
DESCRIPTION
R/W
VACATION

A1A
SURVEYING
LAND SURVEYING CONSTRUCTION LAYOUT
244 Ridgewood Avenue, Daytona Beach, Florida 32117
Phone: 386.405.6797

LB # 8205

LS



1/22/2021

To: Shamus Schroeder
Newkirk Engineering, Inc.
1230 N Us Hwy 1 Suite 3
Ormond Beach, FL 32174

RE: Vacate of Easement-5' of Flagler Road ROW along 1480 North US Hwy 1 South-west property line
1480 North US Highway 1
Ormond Beach, FL 32174

From: TECO Peoples Gas

To Whom It May Concern:

Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request.

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

Sincerely,

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783



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: April 20, 2021

Subject: Right-of-way vacation - two (2) 15 foot alleys (1480 N US HWY 1)

Commission Goal: Community Development - Other

Introduction

This is a request by Jeff Gross, Gross Family Properties NG, LLC, for approval of a right-of-way (ROW) vacation for two (2) un-named alleys lying between lot(s) 1-30, block 59, National Gardens subdivision as recorded in Map Book 10, Page 250-253, public records of Volusia County, Florida of approximately 7,810 square feet or 0.18 acres, within the property of 1480 North U.S. Highway 1, Volusia County parcel number 3136-01-59-0010. The Notice of Intent Resolution for the right-of-way vacation of the two (2) alleys were approved on March 16, 2021.

Background

The city has received a site plan application for the property at 1480 North U.S. Highway 1. The site plan seeks to construct a 16,852 square foot building, a 2,566 square foot garden center, and associated site improvements for Ace Hardware. As part of the site development there are two (2) rights-of-way that are sought for vacation. Each right-of-way vacation is being presented independently. Action on the right-of-way vacations does not obligate any additional action on the site plan that must meet the applicable portions of the Comprehensive Plan and Land Development Code.

The key consideration for street vacations is whether the platted right-of-way has a public use function, such as roads, utilities, or corridors for public utilities such as the power, telephone, or cable companies (attached). The plat for the land area under consideration was adopted on May 26, 1926. It is important to note that for plat dedications for public roads, the government does not own or have fee simple title to the dedicated property and cannot sell or barter it away as a condition of vacating it. The sole criterion for vacating a street right-of-way is the function for public use.

Discussion

As part of the application, the applicant has secured letters of no objection to the vacation from all franchise utilities, including Florida Power & Light (FPL), Brighthouse/Spectrum, Teco Gas, and AT&T. The city Site Plan Review Committee, including the Utilities Division, has reviewed the request and has no objection to the request. The two unnamed alleys are within the property at 1480 North U.S. Highway 1. The city Site Plan Review Committee has concluded that there is no public purpose of two (2) un-named alleys sought for vacation.

Section 17-8 of the City Code of Ordinances details the process for a street right-of-way vacation (or partial vacation) as follows:

#	Approving Body	Action	Status
1.	Site Plan Review Committee	Provide evidence of no public use.	Completed on February 22, 2021. Determination of no public use.
2.	City Commission	Resolution - Notice of Intent to vacate.	Completed March 16, 2021
3.	City Commission	Ordinance for partial street vacation.	April 6, 2021 and April 20, 2021

In summary, the Site Plan Review Committee has reviewed the platted right-of-way and determined that there is no public purpose to maintaining the two (2) un-named alleys sought for vacation.

Budget Impact

The current two (2) un-named alleys are not improved and there are no budget impacts of this request.

Citizen Impact

As stated earlier the city does not own or have fee simple title to the two (2) un-named alleys. The right-of-way was designed as part of the 1926 plat. It is not expected that the right-of-way vacation would have a negative citizen impact.

Recommendation

It is recommended that the City Commission **APPROVE** the attached Ordinance for the right-of-way vacation of two (2) un-named alleys lying between lot(s) 1-30, block 59, National Gardens subdivision as recorded in Map Book 10, Page 250-253, public records of Volusia County, Florida of approximately 7,810 square feet or 0.18 acres, within the property of 1480 North U.S. Highway 1, Volusia County parcel number 3136-01-59-0010 based on the determination that the subject area has no current or future public use.

Attachments:

- 21-12 1480 N US Hwy 1 - 15 ft Alley-Right of Way (P21-0032G) (PDF)
- Exhibit A- Ace Hardware 15 FT Alley Sketch & Legal (PDF)
- Utility letters combined (PDF)
- Site plan submitted for 1480 North U.S. Highway 1 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 3/8/2021


Claire Whitley, Assistant City Manager 3/29/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 3/31/2021

ORDINANCE NO. 2021-12

AN ORDINANCE VACATING TWO (2) UN-NAMED ALLEYS LYING BETWEEN LOT(S) 1-30, BLOCK 59, NATIONAL GARDENS SUBDIVISION, WITHIN THE PROPERTY AT 1480 NORTH U.S. HIGHWAY 1; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ormond Beach, Florida, did on March 16, 2021 adopt Resolution No. 2021-64, declaring its intention to consider adopting an ordinance vacating two (2) un-named alleys lying between lot(s) 1-30, block 59, National Gardens subdivision as recorded in Map Book 10, Page 250-253, public records of Volusia County, Florida of approximately 7,810 square feet or 0.18 acres, within the property of 1480 North U.S. Highway 1, Volusia County parcel number 3136-01-59-0010, being more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, and

WHEREAS, the platted right-of-way to be vacated has never been constructed or used for right-of-way purposes, and

WHEREAS, the owners of all of the property that abuts the aforescribed portion of the said street affected by the proposed vacation, which owners are residents of the State of Florida, have been served with a copy of the aforesaid Resolution or have filed their waiver of the requirement of service thereof, and a copy of the aforesaid Resolution has been published once in a newspaper of general circulation in the City of Ormond Beach, Florida, and proof of publication thereof has been filed with the City, and

WHEREAS, based on the evidence presented at the public hearing, and based upon common knowledge of the area in question, the City Commission hereby finds that the subject vacation is in the overall public interest, now therefore,

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

SECTION ONE. The two (2) un-named alleys lying between lot(s) 1-30, block 59, National Gardens subdivision as recorded in Map Book 10, Page 250-253, public records of Volusia County, Florida consisting of approximately 7,810 square feet or 0.18 acres, within the property at 1480 North U.S. Highway 1, Volusia County parcel number 3136-01-59-0010, being more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, is hereby vacated and forever freed of all rights of the public.

SECTION TWO. The said two (2) un-named alleys described and depicted in Exhibit “A”, are hereby vacated, closed and abandoned and said property is hereby released and discharged of any and every public right, use, title and interest of the City of Ormond Beach and that said property shall revert to the adjoining and abutting owner who has a reversionary interest.

SECTION THREE. The City Clerk is hereby directed to record a certified copy of this Ordinance in the public records of Volusia County, Florida.

SECTION FOUR. The City Clerk is further directed to transmit the recorded Ordinance to the Volusia County Property Appraiser.

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

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

PASSED UPON at the first reading of the City Commission, this 6th day of April, 2021.

PASSED UPON, at the second and final reading of the City Commission, this 20th day of April, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

ACE HARDWARE

1480 N. U.S. Highway 1

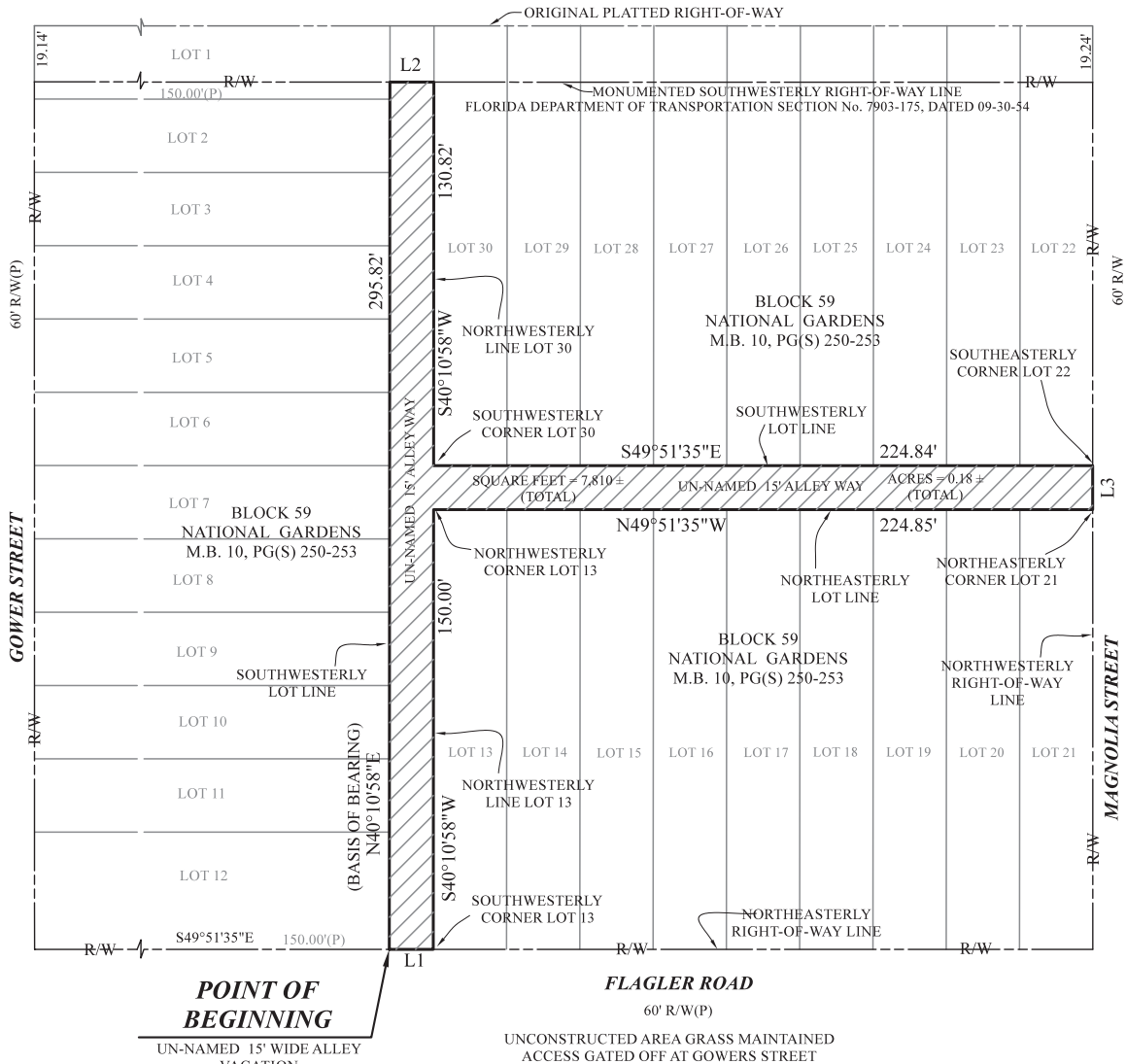
Ormond Beach

Florida

U.S. HIGHWAY No. 1

(STATE ROAD No. 5)

160' R/W

**LINE TABLE:**

LINE	BEARING	DISTANCE
L1	N 49°51'35" W	15.00'
L2	S 49°50'39" E	15.00'
L3	S 40°07'38" W	15.00'

REVISED DESCRIPTION 02/10/2021 KB

SHEET SL1 OF SL2

THIS IS NOT A SURVEY
SEE SHEET SL2 OF SL2 FOR
SURVEYOR'S SIGNATURE

OWB: BR
DATE:
01-01-21
MAP SUBJECT:
1480 N. U.S. HWY 1
Ormond Beach, FL
SCALE:
1" = 20'

TYPE OF SURVEY:

SKETCH
AND
DESCRIPTION


Professional Surveyor
S A 1 A
SURVEYING, INC.
Residential Commercial Construction
Phone: 386.216.5730
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

ACE HARDWARE
1480 N. U.S. Highway 1
Ormond Beach
Florida

LEGAL DESCRIPTION:

BEING THE UN-NAMED ALLEY'S LYING BETWEEN LOT(S) 1 THROUGH 30, BLOCK 59, NATIONAL GARDENS SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL LYING NORTHEASTERLY OF FLAGLER ROAD (A 60 FOOT RIGHT-OF-WAY THATS UN-IMPROVED OR OPEN), LYING NORTHWESTERLY OF MAGNOLIA STREET (A 60 FOOT RIGHT-OF-WAY THATS UN-IMPROVED OR OPEN) AND SOUTHWESTERLY OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5)(A 160 FOOT RIGHT-OF-WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION SECTION NUMBER 7903-175, DATED: 09-30-54.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY CORNER OF LOT 12, BLOCK 59, NATIONAL GARDENS SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE 250 TO 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLAGLER ROAD (A 60 FOOT RIGHT-OF-WAY THATS UN-IMPROVED OR OPEN); THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 40 DEGREES 10 MINUTES 58 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF LOTS 1 THROUGH 12, OF SAID BLOCK 59, A DISTANCE OF 295.82 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NUMBER 1 (A 160 FOOT RIGHT-OF-WAY), ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION SECTION NUMBER 7903-175, DATED: 09-30-54; THENCE SOUTH 49 DEGREES 50 MINUTES 39 SECONDS EAST ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 30 OF SAID BLOCK 59; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE SOUTH 40 DEGREES 10 MINUTES 58 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 30, A DISTANCE OF 130.82 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 30; THENCE SOUTH 49 DEGREES 51 MINUTES 35 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF LOTS 22 THROUGH 30 OF SAID BLOCK 59, A DISTANCE OF 224.84 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MAGNOLIA STREET (A 60 FOOT RIGHT-OF-WAY THATS UN-IMPROVED OR OPEN), SAID POINT BEING THE SOUTHEASTERLY CORNER OF SAID LOT 22; THENCE SOUTH 40 DEGREES 07 MINUTES 38 SECONDS WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 21, OF SAID BLOCK 59; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE NORTH 49 DEGREES 51 MINUTES 35 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF LOTS 13 THROUGH 21 OF SAID BLOCK 59, A DISTANCE OF 224.85 FEET TO THE NORTHWESTERLY CORNER OF LOT 13 OF SAID BLOCK 59; THENCE SOUTH 40 DEGREES 10 MINUTES 58 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 150.00 FEET TO A POINT ON THE AFOREMENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE OF FLAGLER ROAD; THENCE NORTH 49 DEGREES 51 MINUTES 35 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 7,810 SQUARE FEET OR 0.18 ACRES MORE OR LESS.

GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (N 40°10'58" W) ALONG THE SOUTHWESTERLY LINE OF LOTS 1 THROUGH 12, BLOCK 59, NATIONAL GARDENS, FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC..

LEGEND:

FL	FLORIDA	NO.	NUMBER
LB	LICENSED BUSINESS	OWB	OFFICE WORK BY
LC	LICENSED CORPORATION	P.B.	PLAT BOOK
LLC	LIMITED LIABILITY COMPANY	PG.	PAGE
LS	LICENSED SURVEYOR	PG(S)	PAGES
N/A	NOT AVAILABLE	R/W	RIGHT-OF-WAY

REVISED DESCRIPTION 02/10/2021 KB

SHEET SL2 OF SL2

THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

David McMillen
 01-04-2021
 David McMillen
 LS # 6378
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: BR
 DATE: 01-01-21
 MAP SUBJECT: 1480 N. U.S. HWY 1 Ormond Beach, FL
 SCALE: N/A

TYPE OF SURVEY:
 SKETCH AND DESCRIPTION



Professional Surveyor



Phone: 386.216.5730
 555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205



January 25, 2021

Newkirk Engineering, INC.
1230 N US HWY 1
Suite 3
Ormond Beach, FL 32174

Re: ACE Hardware
1480 N US HWY 1: Ormond Beach, FL
ROW Vacationing

Dear Shamus Schroeder:

This letter is in response to a request submitted to AT&T, Inc. to vacate 5 FT of the ROW of Flagler Rd east of Gower St along the property line of the new ACE Hardware Store at 1480 N US HWY 1 in Volusia County Florida.

Please accept this letter as a notification that AT&T, Inc. has no objection to the vacationing of ROW referenced above.

If you have any questions regarding this response, please contact me at 386-281-6962.

Regards,

Thanks,

Nathan Stephenson

MGR OSP PLNG & ENGRG DESIGN, Wireline Access
Southeast , Florida Engineering
GEO Palm Coast, Bunnell, Flagler Beach, Ocean Shores & Ormond Beach

AT&T

268 Ridgewood Av, Daytona Beach, FL 32114
o 386-281-6962 c 386-212-5035 | ns6520@att.com

MOBILIZING YOUR WORLD



Stacy Stafford
Supervisor, Construction
Field Ops

December 23, 2020

Shamus Schroder
Newkirk Engineering, Inc

RE: Ace Hardware
1480 North U.S. Highway 1
Ormond Beach Fl. 32174
Parcel ID#:313601590010

To Whom It May Concern:

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

Spectrum has "no objection" to the vacation of the utility easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

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

Sincerely,

A handwritten signature in blue ink that reads "Stacy R. Stafford".

Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614



February 4, 2021

7.B.c

Shamus Schroeder
Ace Hardware
1480 N US Highway 1
Ormond Beach FL, 32174

Re: No objection to the partial release of our rights in the Platted Utility Easement
Short Parcel ID 3136-01-59-0010, The Public Records of Volusia County
Map Book 10, Pages 250 through 253.

Please be advised that FPL does not object to the partial vacation of the utility easement
as follows: the southwesterly 5 feet of Flagler RD as shown in the attached Exhibit A.

If you have any questions regarding this matter, please contact Nicholas Rockefeller,
FPL's local representative at 386-586-6476.

Thank you,

A handwritten signature in blue ink, appearing to read "J. Zehnder", is written over a horizontal line.

Joshua Zehnder
Engineering Lead

1" = 40' Exhibit A

LEGAL DESCRIPTION:

THE SOUTHWESTERLY 5 FEET OF FLAGLER ROAD (A 60 FOOT RIGHT-OF-WAY AS PER PLAT), LYING NORTHEASTERLY OF BLOCKS 70 AND 71, GOWER STREET AND MAGNOLIA STREET (BOTH BEING 60 FOOT RIGHT-OF-WAY AS PER PLAT), NATIONAL GARDENS SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE(S) 250-253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN INTERSECTION POINT OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BROADWAY ROAD (100 FOOT RIGHT-WAY), THE SOUTHWESTERLY RIGHT-OF-WAY OF FLAGLER ROAD (A 60 FOOT RIGHT-OF-WAY AS PER PLAT), SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 12 PER SAID NATIONAL GARDENS SUBDIVISION; THENCE RUN SOUTH 49 DEGREES 51 MINUTES 53 SECONDS EAST ALONG THE SAID NORTHERLY RIGHT-OF-WAY OF FLAGLER AVENUE A DISTANCE OF 390.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF SAID FLAGLER ROAD AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MAGNOLIA STREET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 40 DEGREES 08 MINUTES 25 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGLER ROAD NORTH 49 DEGREES 51 MINUTES 53 SECONDS WEST, A DISTANCE OF 390.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY; THENCE NORTH 40 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

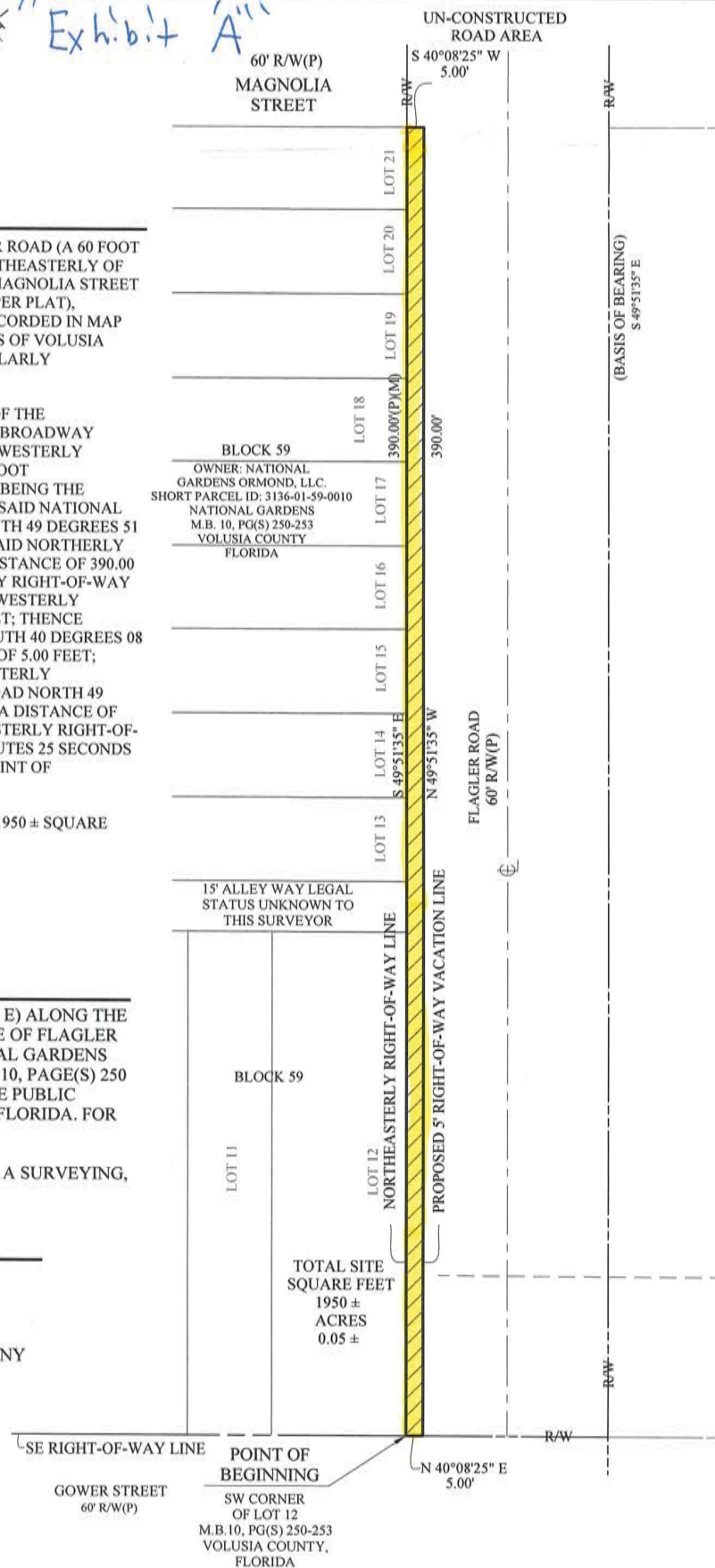
THE ABOVE DESCRIBED LAND CONTAINS 1950 ± SQUARE FEET OR 0.05 ACRES MORE OR LESS.

GENERAL NOTES:

1. BEARING STRUCTURE (S 49°51'53" E) ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF FLAGLER ROAD, AS RECORDED IN NATIONAL GARDENS SUBDIVISION AS PER MAP BOOK 10, PAGE(S) 250 THROUGH 253, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.

LEGEND:

FD FOUND
FL FLORIDA
LB LICENSED BUSINESS
LC LICENSED CORPORATION
LLC LIMITED LIABILITY COMPANY
LS LICENSED SURVEYOR
NO. NUMBER
OWB OFFICE WORK BY
(P) PLAT
(M) MEASURED
M.B. MAP BOOK
PG(S) PAGES
R/W RIGHT-OF-WAY
± PLUS OR MINUS
CL CENTERLINE



THIS IS NOT A SURVEY

RIGHT-OF-WAY VACATION

THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

David McMillen
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, 05-31-2019

OWB: BR
DATE: 05-30-2019
MAP SUBJECT: 1480 N. U.S. HWY 1 Ormond Beach
SCALE: 1" = 40'

TYPE OF SURVEY: SKETCH AND DESCRIPTION R/W VACATION

A1A SURVEYING
LAND SURVEYING CONSTRUCTION LAYOUT
244 Ridgewood Avenue, Daytona Beach, Florida 32117
Phone: 386.405.6797

LB # 8205

LS # 6378



1/22/2021

To: Shamus Schroeder
Newkirk Engineering, Inc.
1230 N Us Hwy 1 Suite 3
Ormond Beach, FL 32174

RE: Vacate of Easement-5' of Flagler Road ROW along 1480 North US Hwy 1 South-west property line
1480 North US Highway 1
Ormond Beach, FL 32174

From: TECO Peoples Gas

To Whom It May Concern:

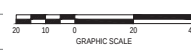
Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request.

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

Sincerely,

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783

NORTH U.S. HIGHWAY 1
(160' R/W)(55 MPH)



1. PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE IS CURSED. SURFACE SHALL BE FREE OF ICE AND DEBRIS PRIOR TO APPLICATIONS.
2. APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
3. PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PRO GRAF PAIN, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATION OF SPECIFIC COLORS.
4. ALL EFFECTIVE PAVEMENT MARKINGS ARE TO BE PLACED IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 700-010.
5. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEN NO. 12761 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
6. LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
7. FOR ADDITIONAL DETAILS SEE INDEN NO. 700-010, 700-101, 17344 AND 710-01.
8. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 36" BROAD "SCOTCHTITE" SHEETING (ENHANCED GRADE) ON 1/4" GALV ALUMINUM BARS, ALL 36" SIGNS SHALL BE 1/2" MINIMUM AND SHALL BE INSTALLED USING P132" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 1/2.315" I/P CHANNEL. ALL 18" SIGNS SHALL BE 1/2.315" I/P CHANNEL. ALL 18" SIGNS SHALL BE 36" POST.

1. CITY OF GROMBO BENCH PLACING PERMITS ARE REQUIRED FOR BUILDING, DAMPTER ENCLOSURE, LIGHT POLES, SCREEN WALLS AND MONUMENT SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, SHOP DRAWINGS, ETC.)

2. ALL DIMENSIONS AND TIES ARE TO BE EDE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.

3. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF PLANS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.

4. THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.

5. THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRAFFIC.

6. SODD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAKIA SOD.

7. ALL CONSTRUCTION IN THE FOOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FOOT BEDDING STANDARDS (INDEXES), THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND CONSTRUCTION, AND THE FOOT USES AT THE CONTRACTOR'S RISK.

ASPHALT PAVEMENT		1" SP-95 A-1 (FL) WITH TACK COAT PER FOOT SPECIFICATIONS 6" CRUSHED CURBED PROCTOR (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO 1-180 (4" MIN LAFS) 1" STABILIZED SUBGRADE (BR 40 MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO 1-180 (TYPE B STABILIZATION)) *ALTERNATE 1" STABILIZED SUBGRADE; 6" CRUSHED CURBED PROCTOR (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO 1-180 (4" MIN LAFS) *ALTERNATE PAVEMENT TO ASPHALT IS CRUSHED CURBED PAVEMENT
CONCRETE PAVEMENT		6" CONCRETE (3,000 P.S.I. @ 28 DAYS) 1" STABILIZED SUBGRADE 8 BR 40 MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D557, AASHTO 1-180 (BR 1 LFTS) SEE DETAIL, SHEET NO. 13 AND CITY DETAIL R-11A ON SHEET 14
FOOT PAVEMENT		1" FC-5 OPEN GRADE FRICTION COURSE 2" SP-95 A-1 (FL) ASPHALT (FOOT SPEC) IF RECYCLED CURBED CRUSHED AGGREGATE LBR 150 1" STABILIZED SUB-GRADE (LBR-40) (SEE DETAIL, SHEET 13)
FOOT ASPHALT OVERLAY		MILL 1" AVERAGE DEPTH, OVERLAY WITH 1" FC-5 A-1 ASPHALT @ 10% 20% RECYCLED MATERIALS
GOWNS & FLAGLER ROW PAVEMENT		2" SP-95 A-1 (FL) WITH TACK COAT PER FOOT SPECIFICATIONS 6" CRUSHED CURBED PROCTOR (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO 1-180 (4" MIN LAFS) 1" STABILIZED SUBGRADE (BR 40 MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO 1-180 (TYPE B STABILIZATION))
CONCRETE SIDEWALK		4" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS) SEE SIDEWALK DETAIL SHEET NO. 13

	TYPE "F1" CURB SEE DETAIL, SHEET No. 13
	1' ENVIRONMENTAL CURB SEE CITY DETAIL R-4
	F1 CURB TRANSITION TO FLAT SEE DETAIL, SHEET No. 13
	F1 CURB TRANSITION TO ENVIRONMENTAL CURB SEE DETAIL, SHEET No. 13
	PARKING BOLLARD SEE DETAIL, SHEET No. 13
	10' DECORATIVE FENCE (SEE ARCHITECTURAL PLANS)

1	6" SOLID WHITE LINE
2	6" SOLID DOUBLE YELLOW LINE
3	6" SOLID YELLOW LINE, 4" O.C. @ 45°
4	24" WHITE STOP BAR
5	WHITE DIRECTIONAL ARROW
6	STANDARD EMPHASIS CROSSWALK
7	24" DETECTABLE WARNING MAT PER FDOT INDEX 522-002

24/21 CITY COMMENTS

1230 North US1, Suite 3
Miramar Beach, Florida 32174
Phone (386) 872-7794
www.NewArk-Engineering.com

C.A. # 30209
L.C. # 26000584
2013

Civil Engineering,
Transportation, CEI &
Landscape Architecture



**NEWKIRK
ENGINEERING**



SITE LAYOUT PLAN
FACE HARDWARE
1480 NORTH U.S. HIGHWAY 1
FORDMONT BEACH, FLORIDA 32174

THIS DRAWING IS THE PROPERTY OF NEWKIRK
ENGINEERING ANY USE OR REPRODUCTION IN
WHOLE OR PART IS PROHIBITED WITHOUT THE
EXPRESSED WRITTEN CONSENT OF NEWKIRK
ENGINEERING COPYRIGHT 2013 ALL RIGHTS
RESERVED

[illegible]

PROJECT No: 2019-66

DATE: NOVEMBER 2020

DESIGN BY: HHN

DRAWN BY: BWV

CHECKED BY: HHN

SCALE: 1" = 20'

6

1



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: April 20, 2021

Subject: 1480 North U.S. Highway 1, Ormond Ace Hardware, Amendment to the Official Zoning Map

Commission Goal: Community Development - Other

Introduction

This is a request from Gross Family Properties NG, LLC, property owner, for a zoning map amendment of the property at 1480 North U.S. Highway 1 from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development). The project includes two (2) inter-related zoning actions as follows:

- A. Zoning map amendment for the Ormond Ace Hardware project at 1480 North U.S. Highway 1 from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development).
- B. The issuance of a development order to construct a two-story building of approximately 16,853 square feet for the Ormond Ace Hardware that proposes retail activity, including a garden center (defined as outdoor activity), and associated site improvements on a 2.70 acre property.

This item is only for the zoning map amendment. At the public hearing, the items will be presented together and the City Commission will be asked to vote individually on the two (2) separate zoning actions.

Background

The subject property is approximately 2.70 acres and is vacant. The property is bounded by North U.S. Highway 1 to the east, Gowers Street to the north, the unimproved right-of-way of Magnolia Street to the south and Flagler Road to the west. Flagler Road is partially improved and partially unimproved. The property at 1480 North U.S. Highway 1 has two (2) right-of-way areas that are proposed to be vacated in a separate process before the City Commission. The first right-of-way area is a five (5') foot portion of Flagler Road abutting the western portion of the property. The second right-of-way is an internal alley of 15 feet that is proposed to be vacated. The subject property has two (2) billboards along the North U.S. Highway 1 frontage that are

proposed to remain.

Discussion

The applicant is seeking a zoning map amendment that occurs in a two (2) step process. The first step is a zoning map amendment and the second step is the issuance of a development order. The purpose of this item is to perform the zoning map amendment with the specific standards to be provided in the next agenda item. The zoning map amendment does not approve any specific development standards, but instead the framework to allow the issuance of the development order with the next agenda item. The zoning map amendment is consistent with the existing development patterns in the North U.S. Highway 1 corridor. The appropriateness of the Planned Business Development item would be reviewed, discussed, and acted upon with the issue of the development order item.

PLANNING BOARD

The Planning Board reviewed this item at their March 11, 2021 meeting and unanimously (6-0) recommended approval. There was one speaker who addressed the Planning Board. The speaker stated that they were not against the project and wanted to ensure that the project impacts, particularly stormwater, were considered.

Budget Impact

There is no budget impact as the result of the zoning map amendment.

Citizen Impact

There is no citizen impact as the result of the zoning map amendment. The actual development standards are reviewed and acted upon with the issuance of a development order.

Recommendation

It is recommended that the City Commission **APPROVE** the zoning map amendment from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development). The zoning map amendment is consistent with the Comprehensive Plan.

Attachments:

- 21-16 Ace Hardware - Zoning Map Amendment (P21-0039G) (PDF)
- Exhibit A Legal Description (PDF)
- Exhibit B, 1480_N_US_HWY1_AMEND_ZONING (PDF)
- 03.11.2021, 1480 N US 1, Ormond Ace Hardware, Zoning Map Amendment, PB Report (PDF)

- DRAFT - Planning Board minutes, 1480 North U.S. Highway 1 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 3/29/2021


Claire Whitley, Assistant City Manager 4/13/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 4/14/2021

ORDINANCE NO. 2021-16

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 A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 2.70-ACRES LOCATED AT 1480 NORTH U.S. HIGHWAY 1 FROM B-7 (HIGHWAY TOURIST COMMERCIAL) TO PBD (PLANNED BUSINESS DEVELOPMENT); AUTHORIZING REVISION OF THE OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Gross Family Properties NG, LLC, a Florida Limited Liability Company (the “Property Owner/Applicant”), has submitted an application to rezone a parcel of privately-owned real property located at 1480 North U.S. Highway 1 (Volusia County parcel number: 3136-01-59-0010) described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, and

WHEREAS, the property to be rezoned consists of approximately 2.70 acres of real property located at 1480 North U.S. Highway 1 (Volusia County parcel number: 3136-01-59-0010) and is zoned B-7 (Highway Tourist Commercial), 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 zoning of the real property, described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development).

SECTION TWO. The property hereby rezoned consists of approximately 2.70 acres of real property located at 1480 North U.S. Highway 1 (Volusia County parcel number: 3136-01-59-0010).

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 be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 20th day of April, 2021.

PASSED UPON at the second reading of the City Commission, this 4th day of May, 2021.

BILL PARTINGTON
Mayor

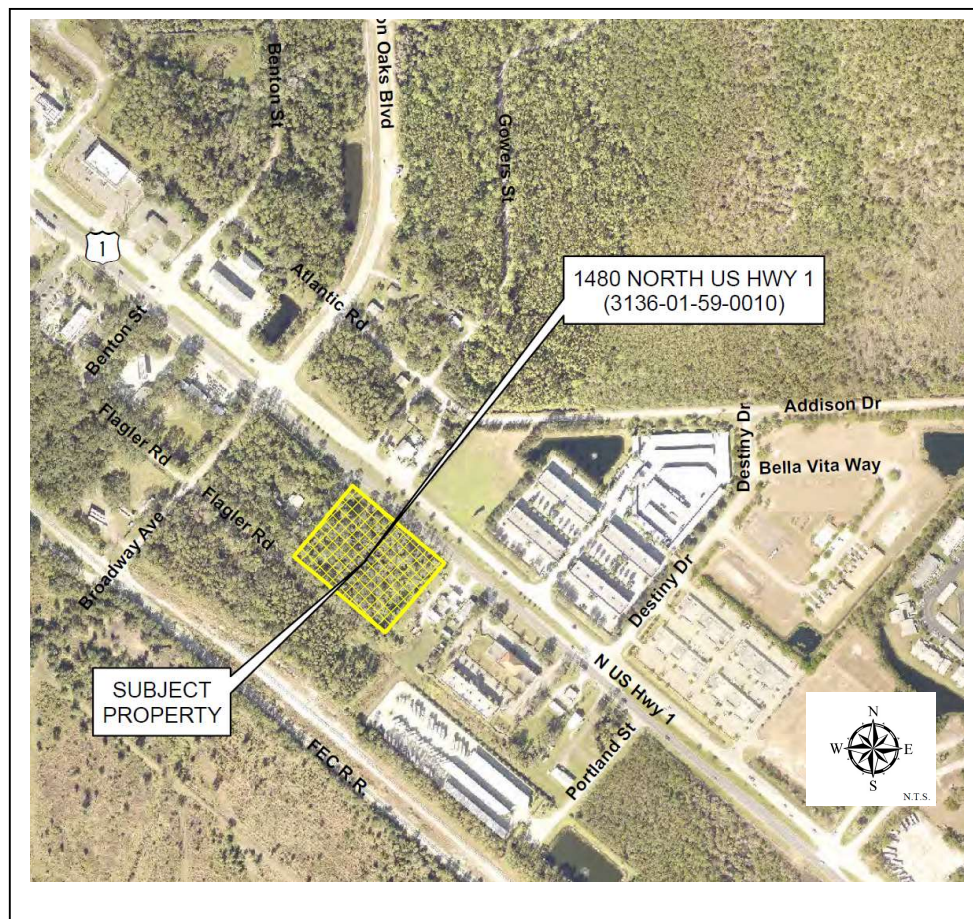
ATTEST:

KATE SETTLE
City Clerk

EXHIBIT "A"**LEGAL DESCRIPTION**

THOSE PORTIONS OF NATIONAL GARDENS SUBDIVISION, AS PER MAP BOOK RECORDED IN MAP BOOK 10, PAGE 250 TO 253, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING WESTERLY AND SOUTHERLY OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) DESCRIBED AS FOLLOWS:

ALL OF BLOCK 59

DEPICTION OF AREA

OWNER:

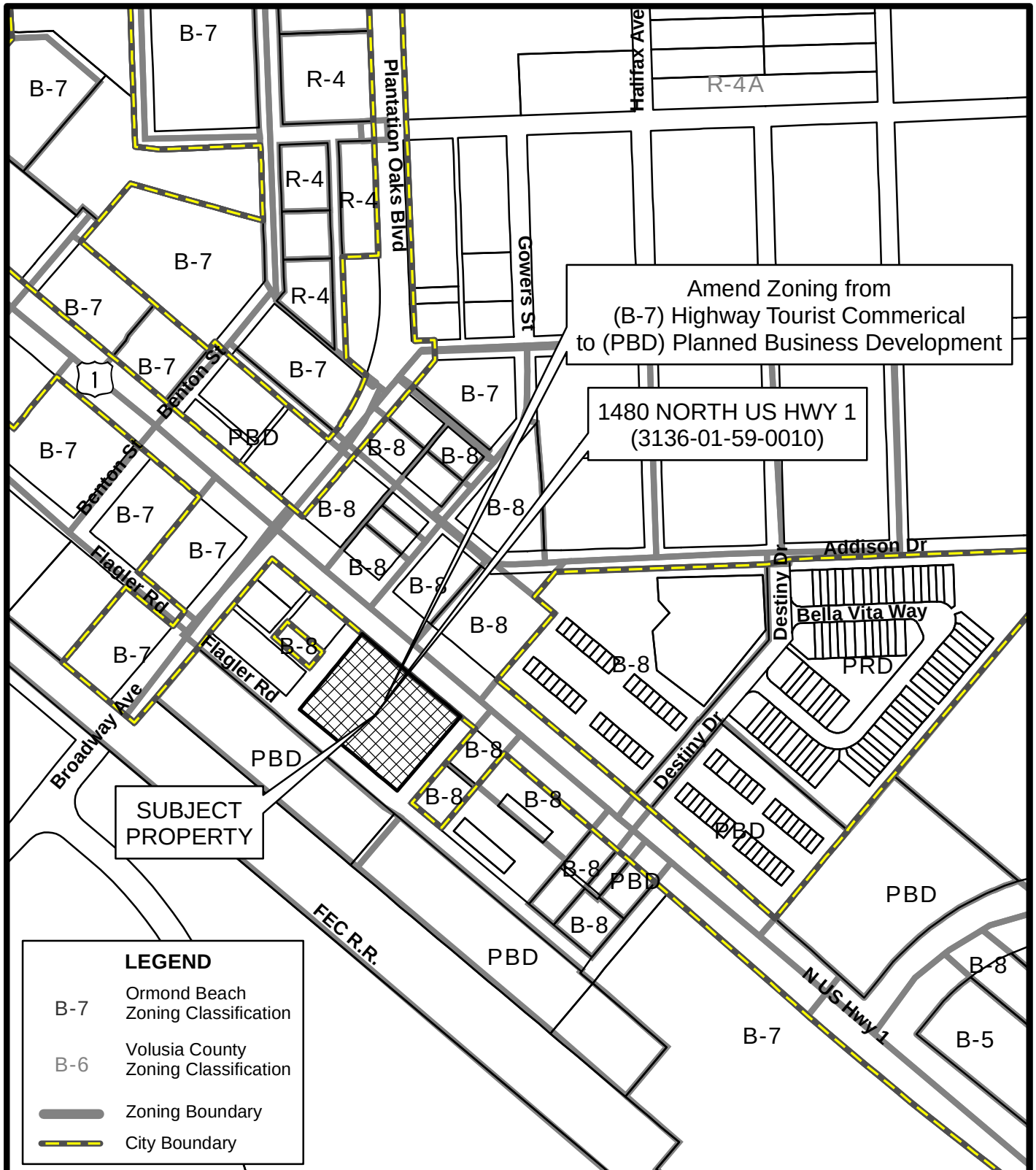
GROSS FAMILY PROPERTIES NG LLC

PARCEL ID:

3136-01-59-0010

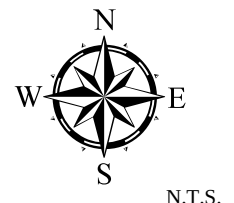
LOCATION ADDRESS:

1480 NORTH U.S. HIGHWAY 1, ORMOND
BEACH, FLORIDA 32174



**PROPOSED ZONING MAP
1480 NORTH US HWY 1
(ACE HARDWARE)**

Prepared By: The City of Ormond Beach
G.I.S. Department - February 23, 2021



STAFF REPORT

City of Ormond Beach Department of Planning

DATE: March 1, 2021

SUBJECT: 1480 North U.S. Highway 1, Ormond Ace Hardware,
Amendment to the Official Zoning Map

APPLICANT: Gross Family Properties NG, LLC

NUMBER: RZ 2021-011(A)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION:

This is a request from Gross Family Properties NG, LLC, property owner, for a zoning map amendment of the property at 1480 North U.S. Highway 1 from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development). The zoning map amendment location is shown in Exhibit 1 below.

EXHIBIT 1: 1480 North U.S. Highway 1:



The project includes two (2) inter-related zoning actions as follows:

File number	Subject	Request
RZ 2021-11(A)	Zoning map amendment	Zoning map amendment for the Ormond Ace Hardware project at 1480 North U.S. Highway 1 from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development).
RZ 2021-011 (B)	Development Order	The issuance of a development order to construct a two story building of approximately 16,853 square feet for the Ormond Ace Hardware that proposes retail activity including a garden center (defined as outdoor activity) and associated site improvements on a 2.70 acre property.

The highlighted item is the subject of this report. At the public hearing, the items will be presented together and the Planning Board and City Commission will be asked to vote individually on the two (2) separate zoning actions.

BACKGROUND:

The subject property has a zoning designation of B-7 (Highway Tourist Commercial) and a Future Land Use designation of “Tourist Commercial”. The adjacent land use designations and zoning classifications are as follows:

EXHIBIT 2: Land use and zoning designations:

Direction	Current Land Uses	Land Use Designation	Zoning
North	Vacant & non-conforming single-family house	“Tourist Commercial” and “Low Intensity Commercial”	B-7 (Highway Tourist Commercial) and B-8 (Commercial)
South	Commercial	“Low Intensity Commercial”	B-8 (Commercial)
East	Bar and vacant	“Low Intensity Commercial”	B-8 (Commercial)
West	RV & Boat Storage, Stor-It, Phase 2	“Tourist Commercial”	PBD (Planned Business Development)

The subject property is approximately 2.70 acres and is vacant. The property is bounded by North U.S. Highway 1 to the east, Gowers Street to the north, the unimproved right-of-way of Magnolia Street to the south and Flagler Road to the west. Flagler Road is partially improved and partially unimproved. The property at 1480 North U.S. Highway 1 has two (2) right-of-way areas that are proposed to be vacated in a separate process before the City Commission. The first right-of-way area is a five (5') foot portion of Flagler Road abutting the western portion of the property. The second right-of-way is an internal alley of 15 feet that is proposed to be vacated. The subject property has two (2) billboards along the North U.S. Highway 1 frontage that are proposed to remain.

ANALYSIS:

The applicant is seeking a zoning map amendment that occurs in a two (2) step process. The first step is a zoning map amendment and the second step is the issuance of a development order. The purpose of this item is to perform the zoning map amendment with the specific standards to be provided in the next agenda item.

According to Chapter 2, Article II, Section 2-36 of the Land Development Code, the purpose of the Planned Business Development zoning district

“is to establish regulatory standards for controlling the location of comprehensively planned business centers accessible to arterial roadways. The PBD is intended to incorporate a flexible management policy which incorporates urban design amenities, including streetscape improvements, and fosters innovative master planning in the design and development of commercial centers. The PBD district provides a diversified mix of permitted, conditional, and special land uses and higher standards of land planning and site design than are available under conventional zoning categories.”

One goal of the Planned Business Development is to “provide for a coherent and visually attractive physical environment through the creation of focal points and vistas, as well as coordination and consistency of architectural styles, landscaping designs and other elements of the building environment.”

The project is seeking the zoning map amendment to the Planned Business Development based on the following items:

1. The garden center is defined as an outdoor activity. Outdoor activities within the B-7 (Highway Tourist Commercial) zoning district, Section 2-28 of the Land Development Code, require a public hearing approval either as a Special Exception or a Planned Development.
2. The proposed building is located at an eleven (11') foot setback where the B-7 (Highway Tourist Commercial) zoning district, Section 2-28(B)(9)(d) of the Land Development Code, requires a twenty (20') setback along the side corner yard along Gowers Street. The building setback reduction is sought to preserve a 39" historic tree and provide additional land area around the tree.
3. Section 3-25(c) of Land Development Code requires 50 feet between the intersection of two (2) streets. The site plan application seeks to reduce the setback for the access point along Flagler Road to 20 feet from Gowers Street.
4. To allow prefinished metal wall panels (exposed metal) on the rear façade without a finished exterior surface.
5. To allow black chain link fencing with a black windscreen around the garden center.

CONCLUSION/CRITERIA FOR APPROVAL:

Section 1-18(D)(3) of the Land Development Code states that the Planning Board shall review rezonings based on the Development Order criteria in Section 1-18(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.**

The zoning map amendment does not approve any specific development standards, but instead the framework to allow the issuance of the development order with the next agenda item. The zoning map amendment is consistent with the existing development patterns in the North U.S. Highway 1 corridor. The appropriateness of the Planned Business Development item would be reviewed, discussed, and acted upon with the issue of the development order item. It is the determination of the Site Plan Review Committee that the public health, safety, welfare or quality of life will not be adversely affected with the proposed zoning map amendment.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The site has a Future Land Use designation of “Tourist Commercial”, which is consistent with the proposed use. The Future Land Use Element states that the “Commercial” land use category purpose is as follows:

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

The proposed retail use is specifically allowed within the Comprehensive Plan. Staff concludes the zoning map amendment 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 zoning action does not approve a specific development plan and this criteria would be reviewed as part of the issuance of the development order.

- 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 zoning action does not approve a specific development plan and this criterion would be reviewed as part of the issuance of the development order.

- 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 map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The zoning action does not approve a specific development plan and this criterion would be reviewed as part of the issuance of the development order.

- 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 zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The zoning action does not approve a specific development plan and this criterion would be reviewed as part of the issuance of the development order.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The zoning action does not approve a specific development plan and this criterion would be reviewed as part of the issuance of the development order.

- 8. The proposed development provides for the safety of occupants and visitors.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The zoning action does not approve a specific development plan and this criterion would be reviewed as part of the issuance of the development order.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The zoning action does not approve a specific development plan and this criterion would be reviewed as part of the issuance of the development order.

- 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 will not change as a result of the requested zoning amendment from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development); and

- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Plan Map designation of “Commercial”.

RECOMMENDATION:

This agenda item seeks to allow a zoning map amendment to Planned Business Development. The agenda item does not approve any specific development approval, but instead a framework for these zoning actions. It is recommended that the Planning Board recommend **APPROVAL** of the zoning map amendment from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development).

The project is tentatively scheduled for the City Commission on April 20, 2021 (first reading) and if approved on first reading, the second reading will be on May 4, 2021 (final reading).

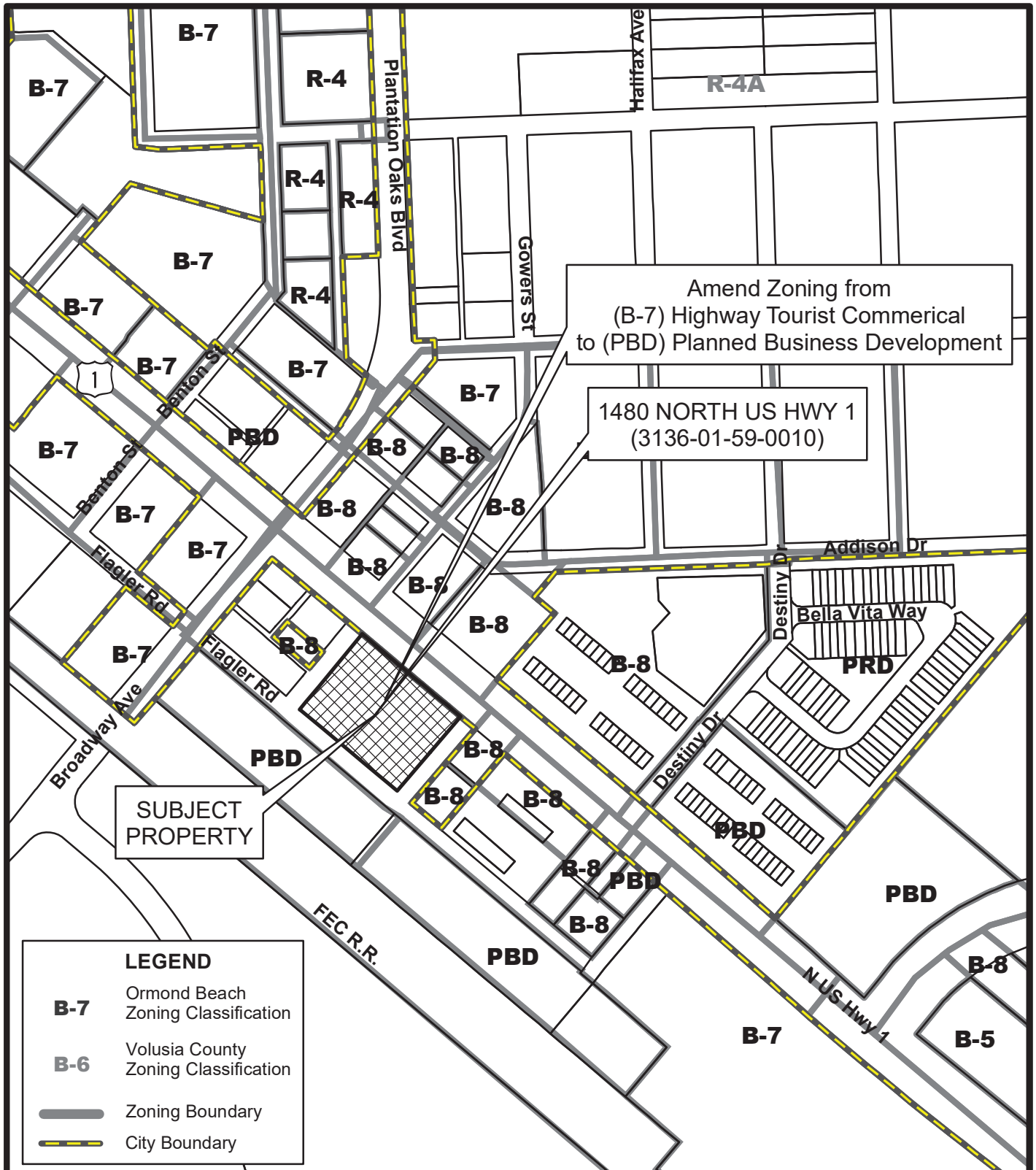
Attachments:

Attachment 1: Zoning map

Attachment 2: Location, aerial, and land use maps

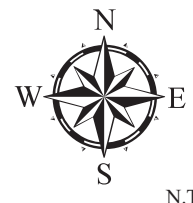
Attachment 1:

Zoning Map



**PROPOSED ZONING MAP
1480 NORTH US HWY 1
(ACE HARDWARE)**

Prepared By: The City of Ormond Beach
G.I.S. Department - February 23, 2021

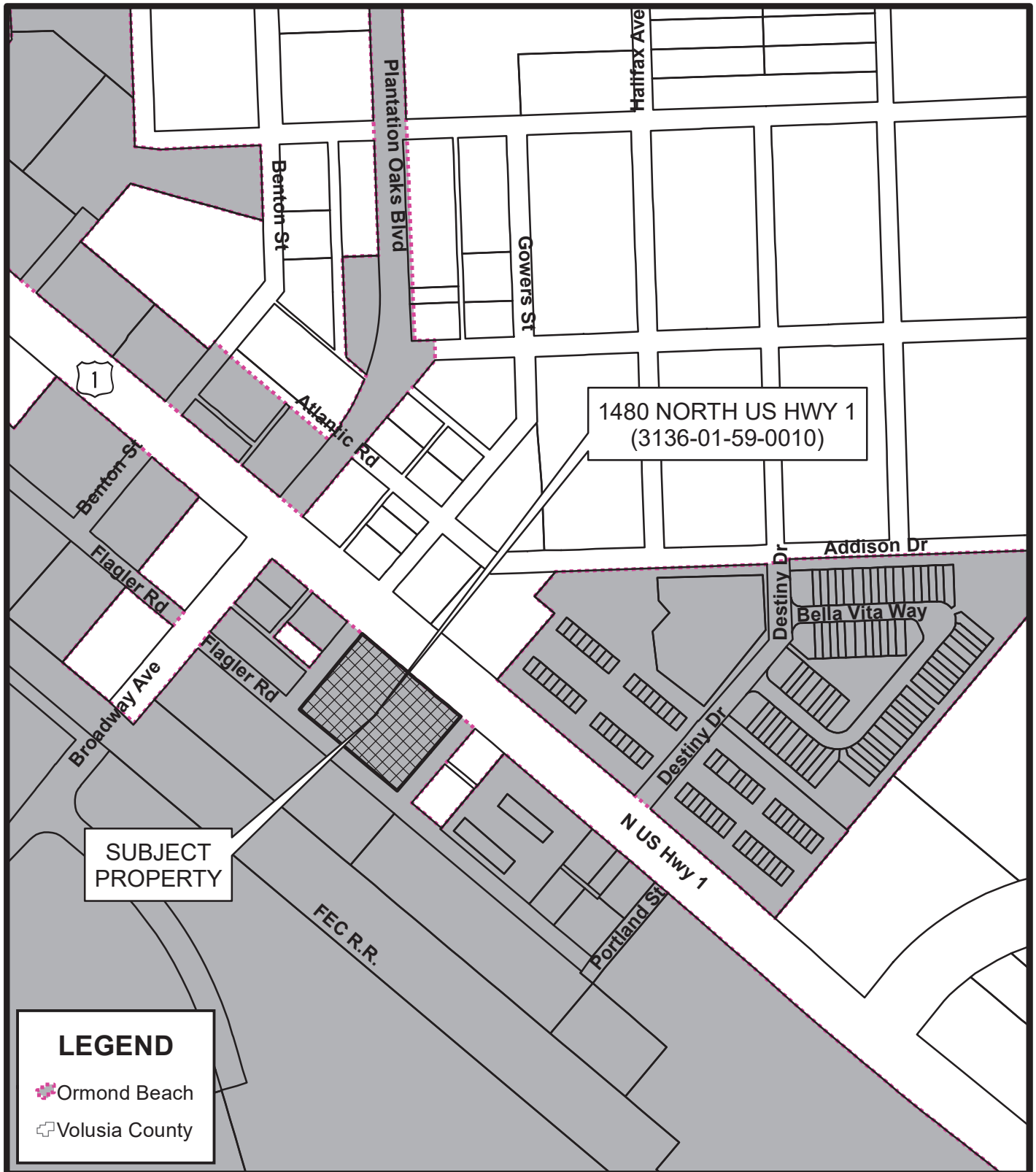


Attachment 2:

Maps and pictures

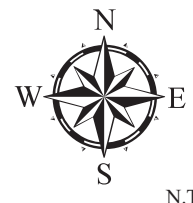
Aerial exhibit of 1480 North U.S. Highway 1





1480 NORTH US HWY 1
(ACE HARDWARE)
LOCATION MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 23, 2021

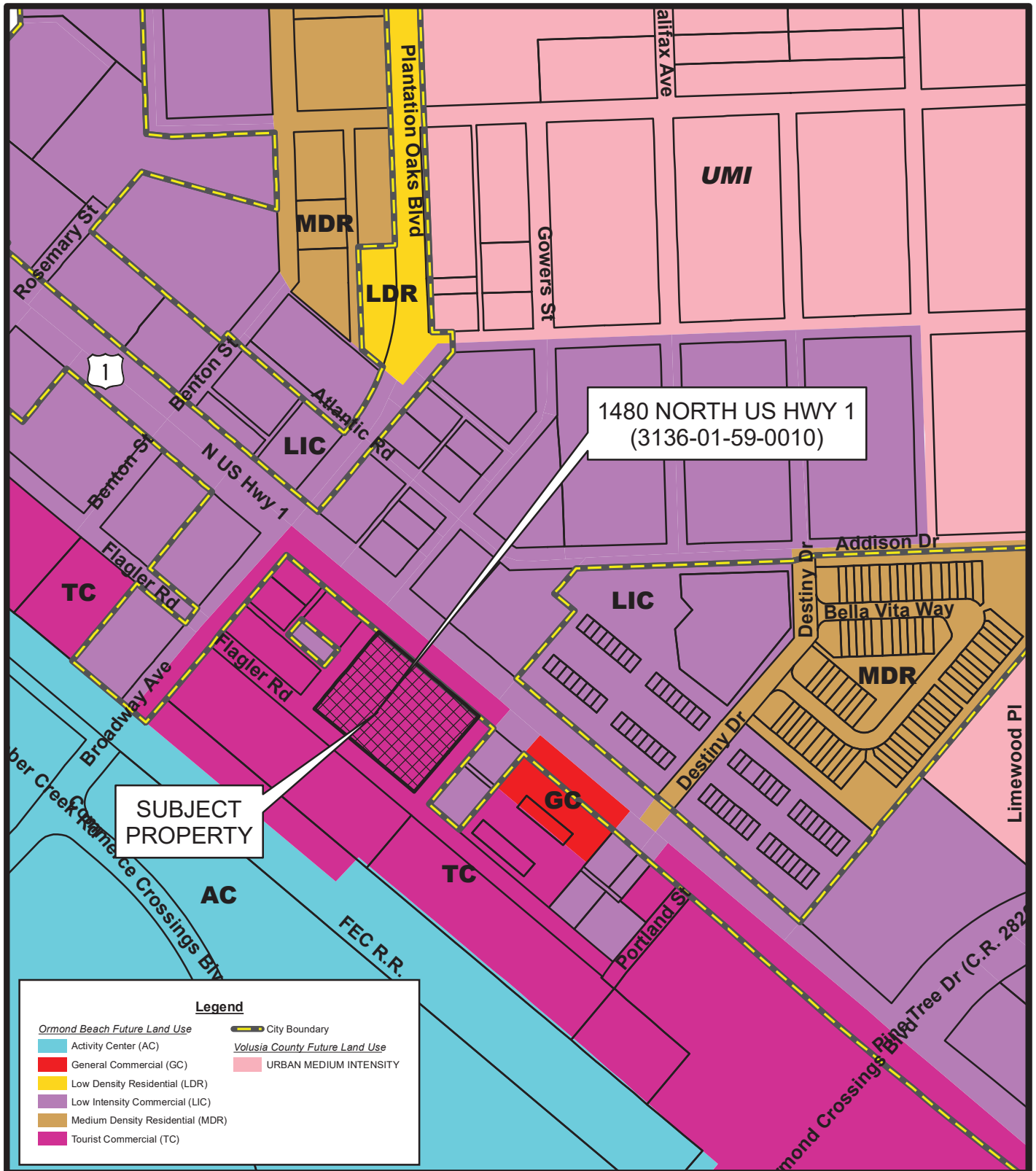




**AERIAL MAP
1480 NORTH US HWY 1
(ACE HARDWARE)**

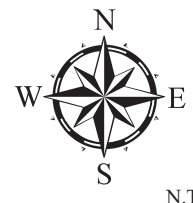
Prepared By: The City of Ormond Beach
G.I.S. Department - February 23, 2021





FUTURE LAND USE MAP 1480 NORTH US HWY 1 (ACE HARDWARE)

Prepared By: The City of Ormond Beach
G.I.S. Department - February 23, 2021



Gowers St
Flagler Rd

Gowers Street looking east towards North U.S. Highway 1

02/24/2021 12:26

Gowers Street looking east towards North U.S. Highway 1

02/24/2021 12:27





Find your beach.

S.R. Perrott, Inc. Winner of the 2017 National
& Southeast Region Gold Crown Network Award @SRPerrott

North U.S. Highway 1 frontage

02/24/2021 12:31

7.C.d

Flagler Road

02/24/2021 12:25



March 11, 2021

Planning Board minutes

**1480 North U.S. Highway 1,
Zoning Map Amendment**

V. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 10:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 10:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

VI. APPROVAL OF MINUTES

February 18, 2021

Mr. Briley moved to approve the February 18, 2021 Minutes. Mr. Jorczak seconded the motion. The minutes were unanimously approved.

VII. PLANNING DIRECTOR'S REPORT

Mr. Spraker, Planning Director, stated that the Parks and Recreation Master Plan is having a public meeting on March 31, 2021 at 6:00 p.m. at the South Ormond Neighborhood Center. All are encouraged to attend. It will be both in-person meeting as well as streamed on YouTube.

VIII. PUBLIC HEARINGS

A. RZ 2021-011(A) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Amendment to the Official Zoning Map

Mr. Steven Spraker, Planning Director, explained that this is a request from Gross Family Properties NG, LLC, property owner, for a zoning map amendment of the property at 1480 North U.S. Highway 1 from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development). He explained that on the U.S. Highway 1 frontage, there are two (2) billboards on the site that are proposed to stay.

Mr. Spraker stated that the zoning map amendment provides a framework and provides an ability for the next item on the agenda, the issuance of a development order. Today the property has a commercial B-7 (Highway Tourist Commercial) zoning district that allows a variety of uses including retail, offices, restaurants and hotels. He continued that they are going to the Planned Business Development (PBD) in order to approve a site specific development plan.

Mr. Spraker commented that the site plan is included in the Board packet specifying where the building, garden center, natural preservation and stormwater pond is on the plan. The greenbelt is proposed to be enhanced with understory plantings and the rear next to Flagler Road is proposed to be a landscaped area. Mr. Spraker added that there is a loading area in the garden center. Mr. Spraker commented that the building is being shifted to save a historical tree and add additional land area around it. There are two (2) rights-of-way that are abutting the property that are seeking to be vacated. One (1) is along Flagler Road which is platted as a 60 foot right-of-way. The city standard detail is 50 feet. The City has previously vacated five (5) feet on either side of Flagler Road when applicants have developed and asked for it.

Mr. Spraker continued that there is a second t-shaped alleyway internal to the site that was part of the 1926 plat. Both rights-of-way are going through separate processes to be vacated.

He explained that the use of the property is a permitted use under the zoning district, and the purpose for the public hearing process is to provide site specific approval. Mr. Spraker explained that the first Planned Development request item is that they are going to be a full-service hardware store with an outdoor garden center and propane and chlorine tanks. Mr. Spraker remarked that the applicant is seeking to do the garden center which is a natural part of a hardware store but under the Land Development Code (LDC) it becomes outdoor activity which requires either a Special Exception or a Planned Development and public hearing approval.

Mr. Spraker stated that the second Planned Development request item is that the building is being shifted nine (9) to ten (10) feet to save the 39 inch historic tree. The building requires a twenty (20) foot setback.

The third Planned Development request is the intersection of Flagler Road and Gowers Street. The Land Development Code (LDC) requires a 50 foot setback in which the Site Plan Review Committee (SPRC) can reduce down to 40 feet. The request is to allow a 20 foot setback based on the existing stormwater improvement within Flagler Road. Mr. Spraker stated that Engineering Department staff have reviewed the request and have no objections. He added that Gowers Street is a substandard roadway and improvements to it is part of the overall site plan development. Gowers Street would be extended to make it a conforming roadway. A sidewalk will be placed along Gowers Street. The Department of Transportation (DOT) is considering a sidewalk project along North U.S. Highway 1 and the applicant seeks to put the sidewalk money into the sidewalk fund to be used towards the overall DOT project.

Mr. Spraker continued that the fourth Planned Development item is the rear façade. When the site plan was submitted on February 5, 2021 it was shown as a finished façade with a stucco finish. It was explained that with the Planned Development application the architectural elevation was revised to show the metal panels as well as where the garden center is. Historically, staff has not recommended approval of metal or unfinished materials but through the Planned Development the applicant can request it. Mr. Spraker commented that the Planning Board would need to make the recommendation to the City Commission.

The fifth Planned Development item is the fencing surrounding the garden center. There was a decorative wrought-iron fencing planned around the perimeter of the garden center with the site plan submitted on February 5, 2021. With the Planned Development submittal on February 26, 2021 it was amended to a chain-link fence with a black mesh coated finish on it. Historically chain-link fences have not been recommended along major corridors in the city.

Mr. Spraker concluded that Staff recommends approval of the retail center of approximately 17,000 square feet and the garden center with the specific Planned Development items recommending approval of the first three (3), and for the last two (2) recommending for a finished stucco material for the rear façade and the decorative aluminum fencing. The City Commission dates are tentatively scheduled for April 20th and May 4th.

Mr. Briley asked for confirmation of there not being any access off of U.S. Highway 1 to the property. Mr. Spraker replied that the project did not meet the separation requirements of the Florida Department of Transportation (DOT) from Gowers Street and explained that the access is off of Gowers Street. Mr. Briley asked about the façade of the building and if it would be visible from U.S. Highway 1. Mr. Spraker

answered that it would not as it would be in the rear but that as part of the Planned Development, an unfinished façade is not typically recommended. Staff believes that it would still be seen from both Flagler Road or Gowers Street. Mr. Briley asked if the chain-link fence would only be visible from the back of the building. Mr. Spraker replied that the side facing south and the back would be visible. Mr. Briley asked if a condition could be made by the Board for chain-link fencing in the back only, with the same decorative fencing along the front on U.S. Highway 1. Mr. Spraker answered yes.

Ms. Shull stated that she noticed a residential home on Gowers Street and asked if a block or concrete fence will have to be installed as they are abutting residential. Mr. Spraker replied that it is a nonconforming single-family house in a commercial zoning district so no fencing is required along Gowers Street. If the Planning Board believes that there should be fencing then it could be a condition as part of the Planned Development. The only fencing proposed for the site is around the garden center.

Ms. Tolland asked for specifics on how the applicant wants to alter the setback. Mr. Spraker replied 20 feet down to 10 feet to save the tree in the back. Following discussion, it was determined that the landscape buffer will be both natural and planted.

Mr. Scudiero asked about the billboards that are staying on the site. Mr. Spraker explained that the code specifies that once the billboard is removed or destroyed beyond 75 percent that the billboard then can be removed. The City does not have the ability in the LDC to remove billboards with site development.

Attorney Hayes stated that more information is needed from the applicant as the item goes up to City Commission. There are a set of Statutory Regulations and Florida Administrative Code Regulations that apply specifically to billboards. Billboard companies enter in long term contractual arrangements with the property owners. He continued that the property owner may not have the ability to make the billboards go away if there is an existing contract.

Mr. Jeff Gross, owner, Ace Hardware, 333 West Granada Boulevard, stated that his family works in the store and has lived in the community since 1980 when he moved to town from Miami. He continued that he worked for Ace Hardware for 30 to 40 years both in retail and wholesale. The family has owned the Ormond Beach Ace Hardware store since 2010 and looks forward to expanding to the west side of the community and employing another 20 to 30 people. Mr. Gross added that there is a contract on the billboards that was signed last year when the property was purchased. He is uncertain whether the contract is three (3) or five (5) years.

Ms. Sharon Trescott, 689 Pineland Trail, stated that she owns the house across the street and has no objection for the project. She commented that she is happy to see it happen and believes that more of the area needs to be developed in the commercial zoning district. Ms. Trescott expressed her concern with not having any adverse effects to her property. She remarked that engineering drawings have impacted another property of hers on U.S. Highway 1, the reason for the swales in that area. She stated that she does not want to have to take a flood policy out on her property and expressed concern with the road having no drainage on the sides. Ms. Trescott added that she did not know that the setback would be changing and that everyone should consider it and keep it where it is for the sake of the development on the other side. She continued that she asked Mr. Spraker for a letter that she now has and noticed the vacation of the 5 feet on Flagler Road. The letter states that the developer

and her can have 5 feet on each side of Gowers Street. Ms. Trescott asked why Mr. Gross is not utilizing the 5 feet of Gowers Street and Magnolia Street where the swale is as it may help with the setback issue for saving the historical tree. She commented that the drainage is severe and how she may have to take out a flood policy on her property. Ms. Trescott concluded that she hopes that the corner that the house is on will develop commercially and noted that it will not be a problem to sell the house but does not want it under water.

Mr. Shamus Schroeder, Design Engineer, Newkirk Engineering, stated that in the matter of stormwater, he worked with Mr. Vanacore putting the swales in when expanding the RV and storage property. He commented that he is familiar with the drainage patterns and the way everything operates in the area. The site discharges in three (3) directions, to the rear of the site, towards Gowers Street and Magnolia Street. He pointed out that the front is flat. Mr. Schroeder added that cities are regulated by the Florida Department of Transportation (FDOT) and water management districts, and cannot exceed the predevelopment rate, volume and discharge. He added that as the site is developed, less water will be coming off of it. The water will be directly channelized straight to the front ditch into the FDOT right-of-way. Mr. Schroeder remarked that they already have a DOT drainage permit for the discharge. After the site is developed the volume and rate of water flow in the area will be reduced. Mr. Schroeder commented that with the swales it will take a lot of water to flood the area due to their size and capacity for storage, in addition to the ability to convey water out of the area. Mr. Schroeder reassured Ms. Trescott that she should not see any water problems on Gowers Street. He commented that any pooling on Gowers Street will be eliminated. All of the water on the site, aside from the landscape buffer right on the Gowers Street property line, will be directed into the pond, from the pond to the right-of-way into a 30 inch pipe and across the street into the canal system. Mr. Schroeder commented that they cannot expand the right-of-ways, as to not affect the swale on the Magnolia Street side, and detailed his explanation regarding Gowers Street; "If the desire is to push the property line it would assist with the setback and can move the setback five (5) feet further. The building would still be five (5) feet closer to the property line. He added that they would like to shift the building nine (9) feet allowing space for the historical tree. If the requirement is to observe the 20 foot setback it will push the building within six (6) feet of the tree at the edge of the garden center which may or may not negatively impact the tree." Mr. Schroeder concluded that the construction activity will take place over half the tree roots as proposed or if they move the setback as Ms. Trescott has suggested.

Ms. Shull asked Mr. Schroeder about the drainage plan. She inquired if the Gowers Street side of the property will flow towards the retention pond. Mr. Shamus confirmed that it will and that everything from the property lines will flow back into the site. The grading on the pavement is peaked at the property line. Forward of the property line will flow out into the right-of-way on Gowers Street. The other side of the property line will come into the system. Mr. Schroeder explained that a drain is being put in at the property line at the proposed driveway on Flagler Road. It has been graded to pick up any water that comes down to the end of the street. Anything that flows down Gowers Street will be picked up and brought into the system. Ms. Shull asked how far up the property that abuts Gowers Street is going to be built. Mr. Schroeder answered approximately a foot and a half above the level of the road as the finished floor is 31.5 feet and the existing elevations range between 29 and 30 feet.

Mr. Jorczak asked about the additional impact of the waterflow that will be channeled to U.S. Highway 1 going into the system in Ormond Lakes. Mr. Schroeder replied that he heard of their stormwater issues and knows the drainage from this area is channelized through there after hitting the canals. All of the water that comes off of the site currently that does not percolate into the ground goes into the swale system which empties into the ditch up front and then flows across the street. He concluded that the amount of water will be reduced overall.

Ms. Tolland expressed concern about the buffer on Gowers Street and the construction aforementioned regarding the impact to the historical tree. Mr. Schroeder explained the development impacts flattening and grading the site, pouring the concrete slab and compaction of it. Ms. Tolland asked if there was a plan for the building to be setback further with the garden center. Mr. Schroeder answered that if shifting closer that it would be extremely close to the historical tree. Shifting the site would interfere with the 15 percent tree preservation that has to be maintained on the site. Ms. Tolland asked for the amount of greenspace on the property. Mr. Schroeder replied 47.2 percent.

Mr. Spraker added that they have to meet their 15 percent tree preservation and landscaping areas and have exceeded both. The tree is near the middle of the property, therefore in any direction they go there will be issues due to the historical tree. The site design has tried to move as far away from the tree as possible, still making reasonable use of the property while preserving the tree and the perimeter around it.

Ms. Shull inquired about the Magnolia Street side of the property and asked why the building could not have been on that side of the property. Mr. Spraker explained that is where there are two (2) rights-of-way. Both Magnolia Avenue and Flagler Road are being used as a stormwater conveyance swale. He continued that the tree is in the center of the site, therefore it would create the same issues in that location. Mr. Spraker concluded that the solution was to try and shift it, and whether vacating Gowers Street and giving five (5) feet and have a 15 foot setback, the distance is still the same.

Chairman Thomas closed the public hearing and entertained a motion.

Ms. Tolland motioned to approve RZ 2021-011(A) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Amendment to the Official Zoning Map. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

B. RZ 2021- 011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order

Mr. Steven Spraker, Planning Director, reiterated that this item was included in the aforementioned item presentation. This is a request from Gross Family Properties NG, LLC, property owner, for the issuance of a development order to construct a two (2) story building of approximately 16,853 square feet for the Ormond Ace Hardware that proposes retail activity including a garden center (defined as outdoor activity) of approximately 2,566 square feet and associated site improvements on a 2.70 acre property.

Mr. Briley commented that knowing the use of what the property is going to be and knowing the owner of the property and the business he has been operating in Ormond

Beach, he does not have a problem with the façade in the rear of the property. He continued that it will not be seen from U.S. Highway 1. Mr. Briley added that he does not have a problem with the chain-link fencing as long as it is in the back of the property. He would like to see a continuation of the decorative fencing on the front of the property along U.S. Highway 1.

Chairman Thomas remarked that he has a problem with chain-link fencing. He stated that he would like to see the finished façade in the back.

Ms. Shull asked for explanation of where the fencing will be. Mr. Spraker explained that the fencing is only around the garden center, the front, side and rear connecting to the building.

There was discussion amongst the Board regarding their opinions on chain-link fencing.

Mr. Scudiero stated that he drove around town looking at businesses with fencing and noted one location had both wrought-iron fencing and chain-link fencing and remarked how he never noticed it prior. He added that he does not have a problem with it and brought attention to the efforts done to preserve the tree and address the stormwater issues. Mr. Scudiero concluded that the requestor is a good citizen and that he would be in favor of all five (5) conditions.

Mr. Jorzak commented that he would be fine with chain-link fencing in the back and wrought-iron fencing in the front. He added that the only cars that will see it are the northbound cars depending on what the vegetation is that is in the buffer area. Mr. Jorzak stated that he is in favor of a dressier look and noted that is what the goal has been for years.

Chairman Thomas remarked that this would be setting precedent in the area.

Ms. Tolland commented that she does not think that the Board should compromise. She remarked that she loves Ace Hardware and how it is on the corridor coming in from Interstate 95, on U.S. Highway 1 where the City has been cleaning up. Ms. Tolland concluded that she is not for the chain-link fence.

Ms. Shull concurred with Ms. Tolland and commented that it is not that much to continue with wrought iron fencing will look classy. There was discussion of the purpose of the fence. Mr. Spraker replied that it is the enclosure of the garden center.

Attorney Hayes reminded the Board that this is a recommendation to the City Commission and not the final decision. The options are if there is a 3-3 vote the decision would be a denial because it was a tie vote and would go to the City Commission. If one of the three voters on either side change their vote, an asterisk could be noted as to why and it would still go to the City Commission to make their vote.

Mr. Jorzak stated that he would rather see the wrought-iron fencing around the entire garden center.

Mr. Briley concurred regarding the wrought-iron fencing and noted that he would not have an issue with the rear façade.

Chairman Thomas agreed with Ms. Tolland that the Board has gone a long way with bringing U.S. Highway 1 up from where it was and commented that he does not like the idea of putting up a 10 foot high chain-link fence. He added that he would like the back of the building stuccoed and finished but is willing to compromise.

Attorney Hayes stated that it is not his role or function to get involved in the Boards decision making process but wanted to comment on the Planning Board and City Commission over the last 20 years and their hard work with cleaning up the aesthetic view of the corridor on U.S. Highway 1.

Chairman Thomas remarked that Mr. Spraker has worked hard on getting rid of the junk on U.S. Highway 1 and restated his dislike of chain-link fencing.

Mr. Jorczak concurred. He asked what the finished surface would be on the property on the building facing Gowers Street. Mr. Spraker replied that it will be stucco. Mr. Jorczak commented that his experience at Ace Hardware far exceeds his experience at any other hardware store. He asked if the contract with the billboards expires in three (3) to five (5) years if something can be conditional on it not being renewed. Mr. Jorczak concluded that it is his preference that the billboards go when it is feasible. Attorney explained that it would have to be researched and that billboards have been deemed to be nonconforming uses with built in protections for the existing billboards. The challenges are how they are amortized out, and how to analyze and address advertising. The answers will be addressed at the City Commission level. Attorney Hayes suggested taking each element individually and vote on them and the underlying motion as has been approved with the separate elements for the City Commission.

Mr. Dana Smith, Architect, DJ Design, asked if it would be acceptable to have chain-link fencing on the back side of the garden center that faces the Vanacore parking lot and the greenspace and leave the remainder wrought-iron. He explained that the chain-link fencing is more serviceable, less expensive and easier to replace when damaged.

Mr. Briley asked about the functionality of the fencing, chain-link versus wrought-iron, particularly in a loading zone.

Mr. Smith stated that the fence would not be visible from U.S. Highway 1 at all.

Chairman Thomas expressed his concern with other development eventually being to the south and the north the property where the fence will be visible. He concluded that he would rather the City Commission decide what they want to do in this matter.

Chairman Thomas closed the public hearing and entertained a motion.

Attorney Hayes recommended voting on each item individually as separate amendments to the motion and stated that if it ends in a 3-3 tie vote, and is at the end of the fifth item, the Board should vote on the underlying measure as has been approved.

Ms. Shull motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Item #1: Outdoor activity. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

Ms. Shull motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Item #2: Side corner setback. Mr. Briley seconded it. Vote was called, and the motion was approved (6-0).

Ms. Tolland stated that she is willing to accept this item with the understanding that the landscape area between the road and the building will be heavily landscaped. Ms. Tolland expressed appreciation of the saving of the historic tree.

Mr. Briley motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Item #3: Intersection setback. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

Mr. Briley motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Item #4: Rear Façade to be metal panels as opposed to stucco. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-1) with Ms. Tolland voting against the motion.

Ms. Tolland asked for verification of the existing façade material. Attorney Hayes stated that the staff recommendation is a stucco finish. He asked Mr. Briley to clarify the motion. Mr. Briley stated that the motion was to allow the metal panels as opposed to a stucco façade. Mr. Scudiero verified that his second to the motion was to allow the metal panels as opposed to a stucco façade. Mr. Jorczak stated that he did not believe that the wall would be visible and only a storage facility is located to the west.

Ms. Shull motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Item #5: Requiring decorative aluminum fencing around the garden center. Chairman Thomas seconded it. Vote failed with a 3-3 vote.

Mr. Scudiero motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Item #5: Chain-link Fencing in the rear of the garden center only with decorative aluminum fencing around the front and side. Mr. Jorczak seconded it. Vote failed with a 3-3 vote.

Attorney Hayes advised that another motion could be made or the Board could leave it as it is as a dead lock tie. Chairman Thomas recommended letting the City Commission decide this item.

Ms. Shull motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Main motion, including items 1-5 provided above. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

IX. OTHER BUSINESS

Ms. Ashley DuFrene, 118 N. St. Andrews Drive, Tomoka Oaks, stated that in reference to the Tomoka Oaks golf course property it is unknown if the property is going to close for certain but noted that it is under contract with a developer. The community came together and started a committee to get ahead of the matter and show concern for the potential golf course becoming a neighborhood inside of a neighborhood. She continued that in two weeks they have received 12 signatures



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: April 20, 2021

Subject: 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of Development Order

Commission Goal: Community Development - Other

Introduction

This is a request from Gross Family Properties NG, LLC, property owner, for the issuance of a development order to construct a two (2) story building of approximately 16,853 square feet for the Ormond Ace Hardware that proposes retail activity including a garden center (defined as outdoor activity) of approximately 2,566 square feet and associated site improvements on a 2.70-acre property.

The project includes two (2) inter-related zoning actions as follows:

- A. Zoning map amendment for the Ormond Ace Hardware project at 1480 North U.S. Highway 1 from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development).
- B. The issuance of a development order to construct a two story building of approximately 16,853 square feet for the Ormond Ace Hardware that proposes retail activity including a garden center (defined as outdoor activity) and associated site improvements on a 2.70 acre property.

This item is only for the issuance of the development order. At the public hearing, the items will be presented together and the City Commission will be asked to vote individually on the two (2) separate zoning actions.

Background

The subject property is approximately 2.70 acres and is vacant. The property is bounded by North U.S. Highway 1 to the east, Gowers Street to the north, the unimproved right-of-way of Magnolia Street to the south and Flagler Road to the west. Flagler Road is partially improved and partially unimproved. The property at 1480 North U.S. Highway 1 has two (2) right-of-way areas that are proposed to be vacated in a

separate process before the City Commission. The first right-of-way area is a five (5') foot portion of Flagler Road abutting the western portion of the property. The second right-of-way is an internal alley of 15 feet that is proposed to be vacated. The subject property has two (2) billboards along the North U.S. Highway 1 frontage that are proposed to remain.

Discussion

The project seeks to construct an Ace Hardware retail store of approximately 16,853 square feet and a garden center of approximately 2,566 square feet with associated site improvements on a property that is 2.70 acres in size.

Key project characteristics are provided below with the items that are sought for action within the Planned Business Development approval **bolded**:

1. The zoning designation allows retail sales as a permitted use. **The outdoor garden center is classified as outdoor activity and requires a public hearing approval.** The site plan also shows an area for a 1,500-gallon chlorine tank and a 1,000-gallon propane tank.
2. **The proposed building is located at an eleven (11') foot setback where the B-7 (Highway Tourist Commercial) zoning district, Section 2-28(B)(9)(d) of the Land Development Code, requires a twenty (20') setback along the side corner yard along Gowers Street. The setback reduction is sought to preserve a 39" historic tree and provide additional land area around the tree.**
3. **Section 3-25(c) of Land Development Code requires 50 feet between the intersection of two (2) streets. The site plan application seeks to reduce the setback for an access point along Flagler Road to 20 feet from Gowers Street.**
4. **To allow prefinished metal wall panels (exposed metal) on the rear façade with no finished façade.**
5. **To allow black chain-link fencing with a black windscreen around the garden center.**
6. The property is 2.70 acres.
7. The building size is 16,853 square feet. The outdoor garden center is 2,566 square feet and the open drive-thru garden center is 3,176 square feet.
8. The uses of dimensional standards of the B-7 (Highway Tourist Commercial) zoning district would be incorporated into the Planned Business Development with the modification of the side corner setback.
9. The Planned Business Development would have a three (3) year expiration date requiring the start of construction on or before May 4, 2024.
10. **A 39' Greenbelt landscape buffer is provided along North U.S. Highway 1. Additional plantings are proposed in some areas of the existing Greenbelt buffer. There are two (2) billboards within the Greenbelt area that are proposed to remain.**
11. **There is a 39" historic tree that is proposed to be saved. The building has been shifted (see item 2 above) to provide area around the tree.**

12. The project is required to expand the Gowers Street roadway width to 24' and this is shown on the site plan. Access to the property shall be provided from Gowers Street and Flagler Road. There is no direct roadway access from North U.S. Highway 1 as the Florida Department of Transportation determined that there was no adequate spacing between access points to provide a right in and right out access point.
13. The project would install a five (5') sidewalk within the Gowers Street right-of-way.
14. The project would pay into a sidewalk fund for the required sidewalk improvement along North U.S. Highway 1. Within the Capital Improvement Program, there is a project proposed for a master sidewalk design and construction within this area.
15. A monument sign is shown along North U.S. Highway 1.
16. The site design allows a drive-thru garden center for customers to obtain their material.
17. The design of the stormwater management facility includes the wet detention pond which utilizes a V-notch weir to regulate the rate of discharge from the site as well as a bleed-down orifice to control the normal water level in the pond. The discharge will be to the Florida Department of Transportation roadside swale to the cross pipe under U.S. Highway 1. The design of the stormwater management facility for this project provides the required treatment volume for both water quality and water quantity in accordance with the St. Johns River Water Management District and the City of Ormond Beach requirements.
18. There are no wetlands on-site and the property is located in flood zone X.

Planning Board

The Planning Board reviewed the application and unanimously (6-0) recommended approval of the project with the following specific recommendations:

Item	Request	PB recommendation	Staff recommendation
1	Outdoor activity	Approval (6-0)	Approval
2	Side corner setback	Approval (6-0)	Approval
3	Intersection setback	Approval (6-0)	Approval
4	Rear Façade	Metal panels allowed (5-1)	Finished material (stucco)
5	Garden Center fencing	No recommendation (3-3)	Decorative aluminum fencing

The Planning Board voted to allow the rear of the building, facing the Flagler Road right-of-way, to use metal panels. Staff had recommended requiring a finished building material such as stucco. The Ordinance is written with the Planning Board recommendation to allow metal panels along the rear facade. The Planning Board had a lengthy discussion on the fencing material around the garden center. The board voted for and against allowing black chain-link fencing with a black windscreen around the

garden center. In the end, the Planning Board did not make a recommendation on the garden center fencing. The Ordinance is written with staff's recommendation that would require a decorative aluminum fencing.

The City Commission can:

1. Accept staff's recommendation (no change to the Ordinance would be needed); or
2. Allow black chain-link fencing with a black windscreen around the side and rear of the garden center. The U.S. frontage would have a decorative aluminum fence. This option would require an amendment to the attached Ordinance; or
3. Allow black chain-link fencing with a black windscreen around the rear of the garden center only. The applicant suggested this option as a compromise at the Planning Board meeting. This option would require an amendment to the attached Ordinance.

There was one speaker on the item who stated that they were not against the item, but wanted to ensure that the project was properly designed.

Budget Impact

There is no budget impact of the issuance of the development order.

Citizen Impact

The proposed use is allowed in the zoning district. The planned development is sought based on specific site design which does not negatively impact surrounding properties. The use and site design will assist in the continued improvement of the North U.S. Highway 1 corridor.

Recommendation

It is recommended that the City Commission **APPROVE** the construction of a two (2) story building of approximately 16,853 square feet for the Ormond Ace Hardware that proposes retail activity including a garden center (defined as outdoor activity) of 2,566 square feet and associated site improvements on a 2.70-acre property with the following specific standards:

1. Allow outdoor activity as an allowed use with the Planned Business Development.
2. Incorporate the uses and dimensional standards of the B-7 (Highway Tourist Commercial) zoning designation with the exception of the side corner setback. The side corner setback shall be reduced to 10' in order to save a historic tree.
3. Allow a 20'± distance for the access point off of Flagler Road from Gowers Street.

The applicant is also seeking two (2) items specific to the building design:

1. To allow prefinished metal wall panels (exposed metal) on the rear façade.

2. To allow black chain-link fencing with a black windscreen around the garden center.

The Planning Board voted to allow the rear of the building, facing the Flagler Road right-of-way, to use metal panels. Staff had recommended requiring a finished building material such as stucco. The Ordinance is written with the Planning Board recommendation to allow metal panels along the rear facade. The Planning Board had a lengthy discussion on the fencing material around the garden center. In the end, the Planning Board did not make a recommendation on the garden center fencing. The Ordinance is written with staff's recommendation, which would require a decorative aluminum fencing.

The City Commission can:

1. Accept staff's recommendation (no change to the Ordinance would be needed); or
2. Allow black chain-link fencing with a black windscreen around the side and rear of the garden center. The U.S. frontage would have a decorative aluminum fence. This option would require an amendment to the attached Ordinance; or
3. Allow black chain-link fencing with a black windscreen around the rear of the garden center only. The applicant suggested this option as a compromise at the Planning Board meeting. This option would require an amendment to the attached Ordinance.

Attachments:

- 21-17 Ace Hardware - Development Order (P21-0040G) (PDF)
- Development Order - Ace Hardware (P21-0040G) (PDF)
- EXHIBIT A (PDF)
- Exhibit B, SPRC comments (PDF)
- Exhibit C, site plans (PDF)
- Ace Hardware - Development Order-Exhibit D-Special Conditions (P21-0040G) (PDF)
- 03.11.2021, 1480 N. U.S. Hwy 1, Ormond Ace Hardware, DO, PB Report (PDF)
- DRAFT - Planning Board minutes, 1480 North U.S. Highway 1 (PDF)

REVIEWED BY:


 Kelly McGuire, Finance Director 3/23/2021



Claire Whitley, Assistant City Manager 4/13/2021**APPROVED BY:**

Joyce A. Shanahan, City Manager 4/14/2021

ORDINANCE NO. 2021-17

AN ORDINANCE APPROVING A PLANNED BUSINESS DEVELOPMENT TO BE KNOWN AS “ORMOND ACE HARDWARE” TO BE LOCATED AT 1480 NORTH U.S. HIGHWAY 1; AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER THEREFORE; AUTHORIZING THE CONSTRUCTION OF A TWO-STORY RETAIL USE BUILDING AND GARDEN CENTER; AUTHORIZING OUTDOOR ACTIVITY USE, REDUCTION OF SETBACKS, AND ASSOCIATED SITE IMPROVEMENTS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Gross Family Properties NG, LLC, a Florida Limited Liability Company (“Property Owner/Applicant”) is the owner of certain real property (“Property”) consisting of approximately 2.70 acres situated at 1480 North U.S. Highway 1, as legally described in that Warranty Deed recorded at Book 7789, Page 3100-3102 of the public records of Volusia County, Florida (parcel number 3136-01-59-0010); and

WHEREAS, the Property Owner submitted an application seeking the issuance of a Development Order for a Planned Business Development (PBD) on the Property to be known as “Ormond Ace Hardware” to authorize the development and construction of a two story retail use building consisting of approximately 16,853 square feet, a garden center consisting of approximately 2,566 square feet, and an open drive-through garden center consisting of approximately 3,157 square feet, together with associated site improvements, as more particularly described and depicted in the PBD Development Order attached hereto and incorporated herein by reference; and

WHEREAS, the Property has been rezoned to Planned Business Development (PBD) and shall continue to be subject to the uses and dimensional standards of the B-7 (Highway Tourist Commercial) zoning district, except as modified by the PBD Development Order; and

WHEREAS, the Planning Board held a public hearing in accordance with Chapter 1, Article II, Section 1-15(c)(5) of the *Land Development Code*, following which it recommended the approval of the application for the PBD Development Order with certain conditions; and

WHEREAS, the City Commission held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

- (1) Report and recommendations of the Planning Board; and
- (2) Report and recommendations of the Site Plan Review Committee; and
- (3) Report and recommendations, if any, of governmental agencies, utility corporations and individuals, as received; and
- (4) Testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any.

WHEREAS, the City Commission further finds that with respect to the application seeking the issuance of a Development Order for a Planned Business Development, that there is competent substantial evidence to support the following:

- (1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the (PBD) Planned Business

Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

- (2) The proposed development is consistent with the *Comprehensive Plan*;
- (3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;
- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;
- (7) The proposed development is functional in the use of space and aesthetically acceptable;
- (8) The proposed development provides for the safety of occupants and visitors;
- (9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

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

SECTION ONE. The City Commission hereby approves the Planned Business Development to be known as “Ormond Ace Hardware”. The Mayor and the City Manager are authorized and directed to execute and issue a Development Order for the “Ormond Ace Hardware” Planned Business Development authorizing the construction on the Property of a two story retail use building consisting of approximately 16,853 square feet, an outdoor garden center consisting of approximately 2,566 square feet, and an open drive-through garden center consisting of approximately 3,176 square feet, together with associated site improvements, as more particularly provided in the PBD Development Order attached hereto.

SECTION TWO. The Applicant, including the Applicant’s successor and assign, shall at all times fully comply with the terms and conditions of the PBD Development Order.

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

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

PASSED UPON at the first reading of the City Commission this 20th day of April, 2021.

PASSED UPON at the second and final reading of the City Commission this
4th day of May, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: **Applicant:** Gross Family Properties NG, LLC
 Property Owner: Gross Family Properties NG, LLC
 Application No.: 2021-011
 Project Name: Ormond Ace Hardware
 Property Address: 1480 North U.S. Highway 1
 Parcel ID No.: 3136-01-59-0010
 Acreage: 2.70 acres±

**PLANNED BUSINESS
DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on April 20, 2021 and May 4, 2021, and the City Commission having considered those items as required by Chapter 1, Article II, Section 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The Applicant is the owner of the property legally described and depicted in Exhibit "A" attached hereto;
2. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the ("PBD"), Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;
3. The proposed development is consistent with the *Comprehensive Plan*;
4. 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;
5. 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;

6. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

7. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

8. The proposed development is functional in the use of space and aesthetically acceptable;

9. The proposed development provides for the safety of occupants and visitors;

10. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon, and in consideration thereof, the City Commission hereby orders

that:

A. The application of Gross Family Properties NG, LLC seeking a Development Order for a Planned Business Development to be known as “Ormond Ace Hardware” authorizing the development and construction of a two-story retail use building consisting of approximately 16,853 square feet, an outdoor garden center consisting of approximately 2,566 square feet, and an open drive-through garden center consisting of approximately 3,176 square feet, together with associated site improvements, on the Property is hereby granted subject to the following conditions:

1. Full and complete compliance with the City’s Site Plan Review Committee comments described in Exhibit “B.”

2. Full and complete compliance with the Applicant’s Site Plan attached as Exhibit “C.”

3. Full and complete compliance with the Special Conditions described in Exhibit “D.”

B. The final plans for the project shall be consistent with all conditions listed in this Development Order, and as shown, described, and depicted in Exhibits “C” and “D.”

C. No material change shall be made to the final plan(s) for the development of the project without further review by the planning board and approval by the City Commission in accordance with the procedures established the *Land Development Code*.

D. All construction activity shall be performed in strict compliance with the terms and conditions of this Development Order and the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. As provided in Section 1-14(3) of the *Land Development Code*, the Development Order shall be valid and enforceable for a period of three years from the effective date provided below (i.e., to May 4, 2021), including phasing plans if any, subject to the following conditions as may be applicable:

- 1.** The Development Order shall expire, and shall be null and void and of no legal effect, in the event construction has not begun or a final plat recorded as provided in Section 1-14(3) of the *Land Development Code*, notwithstanding the issuance of a permit prior to said expiration. In such event, the Applicant may seek an extension of the expiration date in accordance with Section 1-14(4) of the *Land Development Code*:
 - (a) First year extension:** a one-time, one-year extension may be granted administratively due to a delay caused by a governmental or semipublic review agency, a withdrawal of or inability to obtain financial support, or a severe economic downturn in the local economy.
 - (b) Additional extensions beyond the first extension:** The Applicant may request additional extensions beyond the first one-year extension in accordance with Section 1-14(4)b and c of the *Land Development Code*.
- 2.** In the event the use of the land for which this Planned Business Development has been approved is abandoned for a period of two years from the effective date of this Development Order, any permit that has been issued shall be null and void, and shall be of no further legal effect as provided in Section 1-14(3) of the *Land Development Code*. In such event, a notice of final plan revocation shall be approved and filed in accordance with section 1-14(3) of the *Land Development Code*.

G. This Planned Business Development Order shall be recorded in the public records of Volusia County, Florida at the expense of the Applicant. It shall be a covenant that attaches to and runs with the land, and it shall be binding on the Applicant and the Applicant's successors and assigns.

ORDERED this 4th day of May, 2021.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT A

Prepared by and Return To:

Cyndi Parker
Professional Title Agency, a division of LandCastle
Title Group, LLC
747 S. Ridgewood Ave, #204
Daytona Beach, FL 32114

Order No.: DE [REDACTED]

APN/Parcel ID(s): 3136-01-59-0010

WARRANTY DEED

THIS WARRANTY DEED made and executed this 12th day of December, 2019, by B & A R.E. Holding LLC, a Florida limited liability Company and National Gardens Ormond, a Florida Limited Liability Company, and having its principal place of business at 760 Jericho Turnpike, Westbury, NY 11590, hereinafter called the grantor, to Gross Family Properties NG, LLC, a Florida limited liability company whose post office address is 333 West Granada Blvd #220, Ormond Beach, FL 32174, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to the instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in the County of Volusia, State of Florida, to wit:

Those portions of National Gardens Subdivision, as per Map Book recorded in Map Book 10, Pages 250 to 253, inclusive, of the Public Records of Volusia County, Florida, lying Westerly and Southerly of U.S. Highway No. 1 (State Road No. 5), described as follows:

All of Block 59, as shown on the map of National Gardens in Map Book 10, Pages 250 to 253, inclusive, of the Public Records of Volusia County, Florida.

TOGETHER WITH those portion of unconstructed Gower Street, Magnolia Street and Flagler Street, all as shown in the Map of National Gardens, in Map Book 10, Pages 250 to 253, inclusive, of the Public Records of Volusia County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

WARRANTY DEED

(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:



 Witness Signature
 Robin Cooper

 Print Name


 Witness Signature
 Llanita Martinez

 Print Name

B & A R.E. Holding LLC,
 a Florida limited liability company

BY: 

 Alan Lipton
 Managing Member
 BY: 

 Bernard Lipton
 Managing Member

State of New York
 County of Suffolk/Nassau

The foregoing instrument was acknowledged before me this 12th day of December, 2019, by Alan Lipton and Bernard Lipton as Managing Members of B & A R.E. Holding LLC, a Florida limited liability Company to me known to be the person(s) described in or who has/have produced Dr. Lipton as identification and who executed the foregoing instrument and they acknowledged that they executed the same.



 NOTARY PUBLIC
 My Commission Expires:

SAMANTHA CHANCE
 NOTARY PUBLIC, State of New York
 No. 01CH6169895
 Qualified in Suffolk County
 Commission Expires July 2, 20 23

WARRANTY DEED

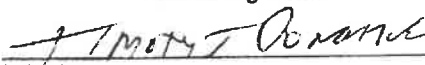
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:



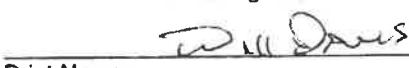
 Witness Signature



 Print Name



 Witness Signature



 Print Name

National Gardens Ormond, LLC,
 a Florida Limited Liability Company

BY: 

Ali M. Kas
 Manager of Fourth Dimension Development, LLC
 its Managing Member

State of Florida
 County of Palm Beach

The foregoing instrument was acknowledged before me this 12 day of December, 2019, by Ali M. Kas as Manager of Fourth Dimension Development, LLC as Managing Member of National Gardens Ormond, LLC, to me known to be the person(s) described in or who has produced driver's license as identification and who executed the foregoing instrument and they acknowledged that they executed the same.



 NOTARY PUBLIC
 My Commission Expires: 2-11-21

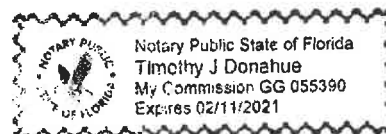
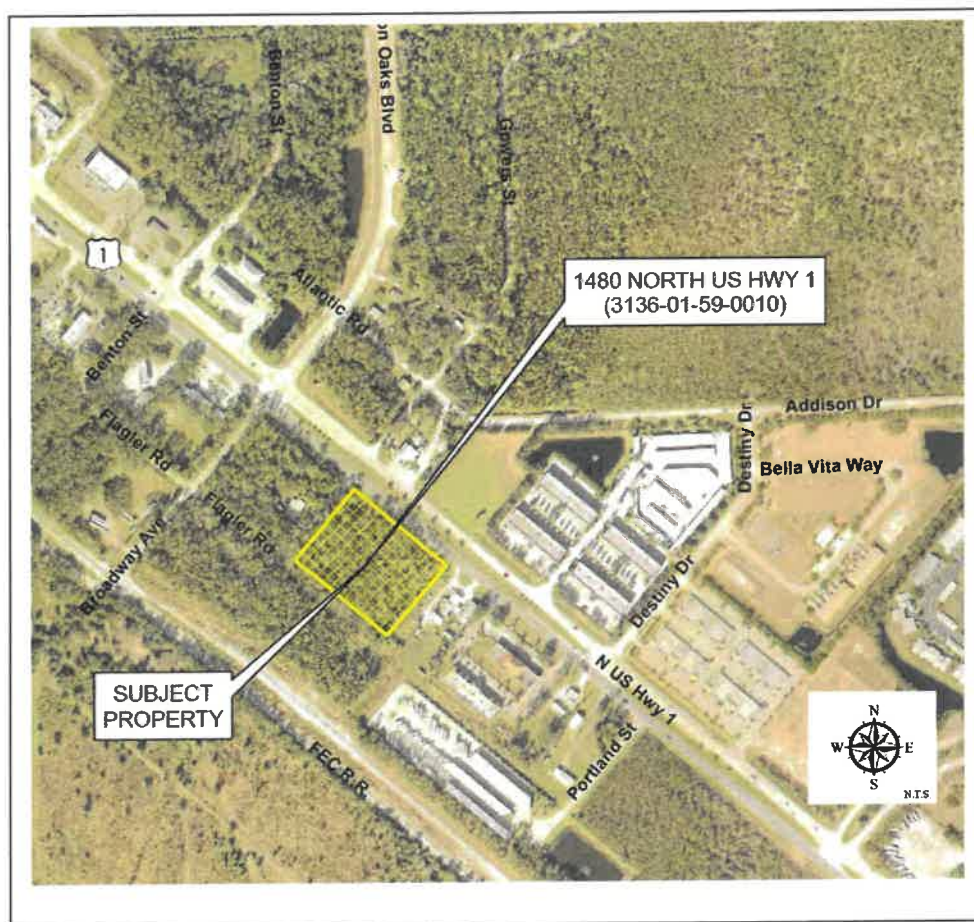


EXHIBIT "A"**LEGAL DESCRIPTION**

THOSE PORTIONS OF NATIONAL GARDENS SUBDIVISION, AS PER MAP BOOK RECORDED IN MAP BOOK 10, PAGE 250 TO 253, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING WESTERLY AND SOUTHERLY OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) DESCRIBED AS FOLLOWS:

ALL OF BLOCK 59

DEPICTION OF AREA

OWNER:	GROSS FAMILY PROPERTIES NG LLC
PARCEL ID:	3136-01-59-0010
LOCATION ADDRESS:	1480 NORTH U.S. HIGHWAY 1, ORMOND BEACH, FLORIDA 32174

Review Cycle	Department	Markup	Snapshot
2	Civil Engineer	File: 07 DRAINAGE.pdf ChangeMark: Civil-Ten Inch Discharge Pipe Description: Civil-Stormwater Pipe Comment: Please revise to the minimum pipe size of 15" per City of Ormond Beach Land Development Code, Section 3-58. The 10" throttle can be obtained by using an orifice at the upstream box. The 10" pipe normally is not easily maintained.	
2	Civil Engineer	File: 08 GRADING.pdf ChangeMark: Civil-Sheet 8 Description: Civil-Grading Comment: Add note to ensure this area is graded towards the swale not against the pavement and back of curb.	
2	Civil Engineer	File: 08 GRADING.pdf ChangeMark: Civil-Sheet 8 Description: Civil-Slot for island Comment: Show the path/slot for the surface water to flow this way.	
2	Civil Engineer	File: 08 GRADING.pdf ChangeMark: Civil-Roadside Swale Description: Civil-Roadside Swale Comment: The roadside swale appears to have high spots between the proposed MES and the existing headwall for the pipe under US1. Add note to ensure the flow is not impeded.	
2	Civil Engineer	File: 09 SECTIONS.pdf ChangeMark: Civil- Sheet 9 Description: Civil-Grade Comment: See note on Sheet 8 Grading Plan.	
2	Civil Engineer	File: 15 CITY DETAILS.pdf ChangeMark: Civil-Sheet 15 Description: Civil- Standard Details Comment: City of Ormond Beach Standard Details were updated in 2020, please see the new details on the City's website.	
2	Civil Engineer	File: 18 OVERSIZED TRUCK TURN.pdf ChangeMark: Civil-Dumpster Pick-Up Description: Civil-Dumpster Pick-Up Route Comment: Show the route for the dumpster pick-up.	
2	Civil Engineer	File: Stormwater Report_ACE_CITY.pdf ChangeMark: Civil-Stormwater Report Description: Civil-Hydraulic Gradient Comment: HGL for I-06 appears to be within 1/2" of the top of the grate. Based on LDC this situation is not ideal with out additional information. (3)Maximum hydraulic gradient shall be that slope which produces a velocity of ten feet (10') per second. When hydraulic calculations do not consider minor energy losses, the elevation of the hydraulic gradient for the design storm condition should be at least one foot (1') below the gutter or ground elevation. As a general rule, minor losses should be considered when the hydraulic gradient velocity exceeds six feet (6') per second or a lower velocity on critical systems. If all minor losses are calculated, it is usually acceptable for the hydraulic gradient to reach the gutter elevation. Calculations shall be made based on detention/retention ponds at design high water elevations. Please review and provide requested information.	
2	Landscape Architect	File: 04 SWPPP.pdf ChangeMark: CSC Description: Existing Trees Comment: - Please show tree protection barricade symbol around this natural area to be preserved, see green dashed square. - Please show the DBH of the tree with the red square around it?	
2	Landscape Architect	File: L1 TREE PRESERVATION.pdf ChangeMark: CSC Description: Tree Preservation Plan Comments Comment: - The 22" Cedar tree is missing from the removed specimen tree calculations. Only (1) 17" Oak tree is removed, please verify. - The 16" specimen Oak to be removed, not seeing this being removed, please verify. - The existing tree legend is missing the Magnolia and Hickory, please add these trees to the legend. - Please add the triangle symbol around the specimen Magnolia trees (12" & 14"). Also, state that this triangle symbol represents specimen trees. - Please show the DBH of the tree with the red square around it and add to the removed specimen calculations. - Please put an x mark on the Oak being removed on top of the proposed curb, see red x. - Please keep the trees and palms clouded in green. - On the protected tree mitigation chart, please type out the wording of the form and show the math. See my calculations in the reviewer folder. Also, see calculations for specimen trees required to be preserved. My calculations show 44 because (1) specimen tree needs to be accounted for, see previous comment.	
2	Landscape Architect	File: L2 LANDSCAPE.pdf ChangeMark: CSC Description: Landscape Comments L2: Comment: - Please add revision dates to your plans when submitting back to the City. - North Buffer: Take the buffer length 301' subtract out the driveway (32'), greenbelt (36'), 2 sidewalks (10') & west buffer (10') = 213' = 6 Required Trees, 64 shrubs & 64 ground covers. Please show the subtracted lineal footage from the buffer length. Currently only 4 BN trees within this buffer. - West Buffer: 344/100x3= 10 Required Trees, 103 shrubs & 103 ground covers - The south buffer will need trees show every 50' feet with the lawn area within the buffer and also this buffer requires a 5' wide visual screen per the LDC. - East Buffer, Greenbelt: Calculate the entire length 390'x36' = 14,040 sf/200= 70 Required Trees; Please show the math, 26 existing trees, 13 palms (3:1) = 4 trees = 30 trees + 42 (7 prop. 6" caliper Pines) = 72 Trees - The greenbelt buffer is missing existing trees, 6 Cedars, 4" Magnolia, 5"Oaks & 4" Oak. Please show all trees to remain to be saved as per the L1 plan. - Please space out the proposed TD trees at least 25-30' on center. These trees are huge in time. - Add the Magnolia to the existing tree legend. - The LJF will be 7 gallon to meet this specification. - Multi-trunk trees shall have a combined 6" caliper (BN). - The IE2 needs to be 10' height & 2.5" caliper to count toward the tree requirement. Also, the IE2 within a landscape island needs to be 3.5" caliper min. - The BF would be one gallon. - Please add a height and spread for VS. - Please reference existing palms and trees to remain. Show the canopy (dashed circle) of the 39" historic Oak. - The minimum tree requirements need to be shown on this plan. Please show the calculations, 2 ways, 1 tree per 1500 sf of lot area and 1 tree per 400 sf of landscape area. The greater number will apply for this requirement. For the landscape area calculation, please show the math, the impervious area (52,764 subtract out from the NWL to pond bottom and this is will be the total landscape area), please make necessary corrections. (repeat comment) - Tree Credits As Follows: Existing trees to Remain = ?? Trees (please check math) Existing Palms to Remain (3:1) = ?? Trees Proposed 2.5" caliper trees (1 tree credit) = ?? Trees Proposed 1.25" caliper trees (1 tree credit) = ??	

EXHIBIT "B"**Page 2 of 2**

trees (2 tree credits) = ?? Trees Proposed 6" caliper trees (6 tree credits) = ?? Trees Proposed palms (3:1) # /3 = ?? Trees TOTAL TREES PROVIDED = ??
 Trees - How are you mitigating for the specimen trees, requires (17) 4.5" caliper trees and mitigation for the protected trees requires 79 trees at 2.5" caliper.
 Provide a note that the protected trees mitigation will be satisfied with existing trees between 2"-5.99" inches, if these trees are deficient then trees at 10' height and 2.5" caliper will be required to be planted to meet this deficiency or donation into the Tree Fund.

- | | | | |
|---|---------------------|--|---|
| 2 | Landscape Architect | <p>File: L4 IRRIGATION.pdf</p> <p>ChangeMark: CSC</p> <p>Description: Irrigation Comments</p> <p>Comment: - There is a total of 12 stations and not 16. - Twelve (12) zones there would be 12 valves. - Show sleeve size along Gowers driveway. - Please route the lateral lines for zones 11 & 12 to the proposed lawn area abutting the driveway & parking, so disturbance will not occur with this natural area/historic tree, see green clouded areas. Zone 11 please tie into the mainline along the west side to avoid tree disturbance.</p> |  |
| 2 | Planning Director | <p>File: 01 COVER.pdf</p> <p>ChangeMark: SSS</p> <p>Description: Planning, site posting on/before 02.25.2021</p> <p>Comment: The applicant shall perform site posting in accordance with Section 1-15(f)(2)(c) of the Land Development Code. The sign posting criteria, examples of sign postings and a list of possible sign contractors has been uploaded with this project.</p> |  |
| 2 | Planning Director | <p>File: A0.1.pdf</p> <p>ChangeMark: SSS</p> <p>Description: Planning, digital signatures</p> <p>Comment: All drawings and technical documents that need to be signed and sealed by a licensed design professional must be done so using a Digital Signature that contains a Public Key Certificate issued through a 3rd Party Certification Authority. This "Authority" is a commercial service paid for by the design professional to verify their identity through various methods and then issues a security certificate that contains both a Private Key that is password protected by the design professional and a public key that allows the recipient to download and view the certificate. Please provide the digital signature for this drawing. Electronic Signature Required. Survey shall be signed, dated and sealed and certified to the city in accordance with Section 4-06(4)b. of the Land Development Code. All drawings and technical documents that need to be signed and sealed by a licensed design professional must be done so using a Digital Signature that contains a Public Key Certificate issued through a 3rd Party Certification Authority. This "Authority" is a commercial service paid for by the design professional to verify their identity through various methods and then issues a security certificate that contains both a Private Key that is password protected by the design professional and a public key that allows the recipient to download and view the certificate. Please provide the digital signature for all architectural sheets submitted.</p> |  |
| 2 | Utilities 1 | <p>File: 10 UTILITIES.pdf</p> <p>ChangeMark: Roger Smith</p> <p>Description: Utility Conflicts 1, 2 & 3 Elevations on Drainage Pipe</p> <p>Comment: The drainage pipe inverts from the storm page indicate an invert elevation of 25.6 to 25.7 (NOT 27.03). IF this Conflict detail is correct, then you do NOT have 2' of cover to the top of pipe but less than a foot which is not acceptable. However, it appears to me that the pipe at 25.7 will have sufficient clearance over your existing water main (12" +) and sufficient cover over the drainage pipe (over 2'). Which page is correct? Drainage or Utility Conflict? Please make revisions and re-verify that no vertical conflicts exist while providing sufficient cover.</p> |  |
| 2 | Utilities 1 | <p>File: 10 UTILITIES.pdf</p> <p>ChangeMark: Roger Smith</p> <p>Description: Utility Conflicts 4 & 5: Drainage Pipe Elevations?</p> <p>Comment: On the Drainage sheet, Inlet Structure I-07 has inverts at 26.11 and 26.55. The U-Endwall invert is 26.37. However, on this conflict diagram, the drainage pipe is shown at 27.94 and the ground at 29.0. IF this is correct, then it appears that you do NOT have sufficient cover over the drainage pipe. Which page is correct? Please make revisions to ensure proper cover and re-verify that no vertical conflicts exist while providing sufficient cover.</p> |  |
| 2 | Utilities 1 | <p>File: 10 UTILITIES.pdf</p> <p>ChangeMark: Roger Smith</p> <p>Description: Water service tap location?</p> <p>Comment: It would appear that simply shifting the proposed water service tap 5 to 10 feet in a NW direction will avoid a conflict between the service line and the drainage system structure I-06. The meter location can remain as shown.</p> |  |
| 2 | Utilities 1 | <p>File: 10 UTILITIES.pdf</p> <p>ChangeMark: Roger Smith</p> <p>Description: Conflict 6 may NOT be necessary</p> <p>Comment: I have suggested shifting your service tap 5 to 10 feet in a NW direction to avoid conflicts with the drainage pipe and Drainage Structure I-06.</p> |  |
| 2 | Utilities 1 | <p>File: L4 IRRIGATION.pdf</p> <p>ChangeMark: Roger Smith</p> <p>Description: Connection to Potable Water Service?</p> <p>Comment: It appears as if the plan is showing a connection to the potable water service with a backflow device. However, the plan states "Well and Backflow Preventer to be located in this bed." Will you please clearly remove any depictions that suggest a cross connection to the potable water service?</p> |  |

EXHIBIT "C"

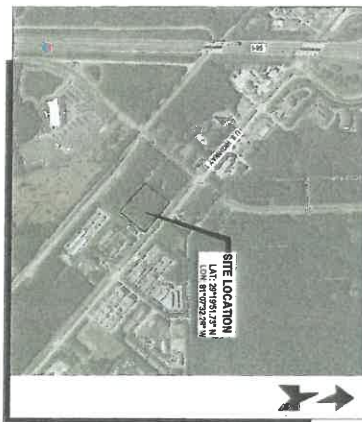
Page 1 of 14

INDEX OF SHEETS	
DWG. NO.	DESCRIPTION
1	COVER
2	BOUNDARY AND TOPOGRAPHIC SURVEY
3	DEVELOPMENT INFORMATION
4	DEMOLITION, TREE REMOVAL, AND SWAMP PLAN
5	SWAMP DETAILS AND NOTES
6	SITE LAYOUT PLAN
7	DRAINAGE PLAN
8	GRADING PLAN
8.1	RETAINING WALL DETAILS
8.2	RETAINING WALL NOTES
9	CROSS SECTIONS
10	UTILITY PLAN
11	LEFT STATION DETAILS
12	UTILITY DETAILS
13	MISCELLANEOUS DETAILS AND NOTES
14	CITY DETAILS AND NOTES
15	CITY DETAILS AND NOTES
16	MAINTENANCE OF TRAFFIC
17	OVERSEED TRUCK PLAN
L1	TREE PRESERVATION PLAN
L2	LANDSCAPE PLAN
L3	LANDSCAPE DETAILS
L4	IRRIGATION PLAN
L5	IRRIGATION DETAILS

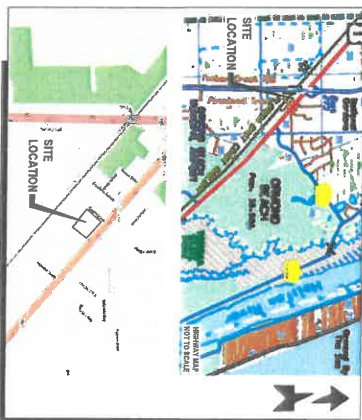
SITE PLAN DRAWINGS FOR



SECTION 36, TOWNSHIP 13, RANGE 31
 31-36-01-59-0010
 1480 N. U.S. HIGHWAY 1
 ORMOND BEACH, FL 32174
 REVISED FEBRUARY 2021



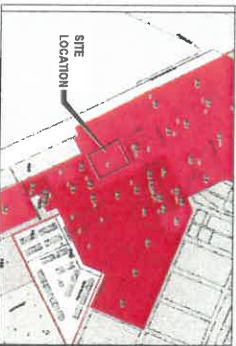
AERIAL MAP
 SCALE: 1" = 600'



LOCATION MAP
 SCALE: 1" = 600'



FLOOD ZONE MAP
 SCALE: 1" = 600'



ZONING MAP
 SCALE: 1" = 600'



SOILS MAP
 SCALE: 1" = 600'

WARNING !!
 CONTRIBUTE SHALL TAKE ALL PRECAUTIONS DURING
 CONSTRUCTION TO AVOID CONTACT WITH EXISTING
 UTILITIES AND OVERHEAD ELECTRIC IN
 THE RIGHT-OF-WAY.



CONTACT NUMBERS

BUILDING & PERMITS - CITY OF ORMOND BEACH BUILDING DIVISION (386) 975-3241
 PLANNING & ZONING - CITY OF ORMOND BEACH PLANNING DEPT. (386) 975-3238
 WATERWORKS - CITY OF ORMOND BEACH WATERWORKS (386) 975-3233
 GAS - TECO UTILITIES GAS - (386) 975-3233
 TELEPHONE/ABLE - AT&T (386) 244-6555

GEOTECHNICAL

UNIVERSAL ENGINEERING SERVICES
 811 NORTH BAY RD.
 SUITE 100
 ORMOND BEACH, FL 32174
 PHONE: (386) 754-1105
 FAX: (386) 754-1105
 EMAIL: BPOA@UNIVERSALENGINEERING.COM

SURVEYOR

A11 SURVEYING, INC.
 5939 W. GARDENIA BLVD. STE. D7
 WEST PALM BEACH, FL 33411
 PHONE: (561) 215-5770
 EMAIL: A11@A11SURVEYING.COM

ARCHITECT

UNIVERSAL ENGINEERING, INC.
 PROJECT MANAGER
 LANDSCAPE
 1120 NORTH HIGHWAY 1, SUITE 3
 ORMOND BEACH, FL 32174
 PHONE: (386) 677-7744
 FAX: (386) 677-7744
 EMAIL: INFO@UNIVERSALENGINEERING.COM

PROJECT TEAM

PROPERTY
 OWNER &
 DEVELOPER
 333 WEST GARDENIA BOULEVARD, STE 202
 WEST PALM BEACH, FL 33411
 PHONE: (561) 555-2605
 EMAIL: JAMES@ORMONDBEACHHARDWARE.COM

1230 North US1, Suite 2
 Ormond Beach, Florida 32174
 Phone: (386) 975-3274
 www.ice-engineering.com
 C.A. # 20200
 L.C. # 20000094
 STATE OF FLORIDA
 Civil Engineering
 Transportation, CEI &
 Landscape Architectural



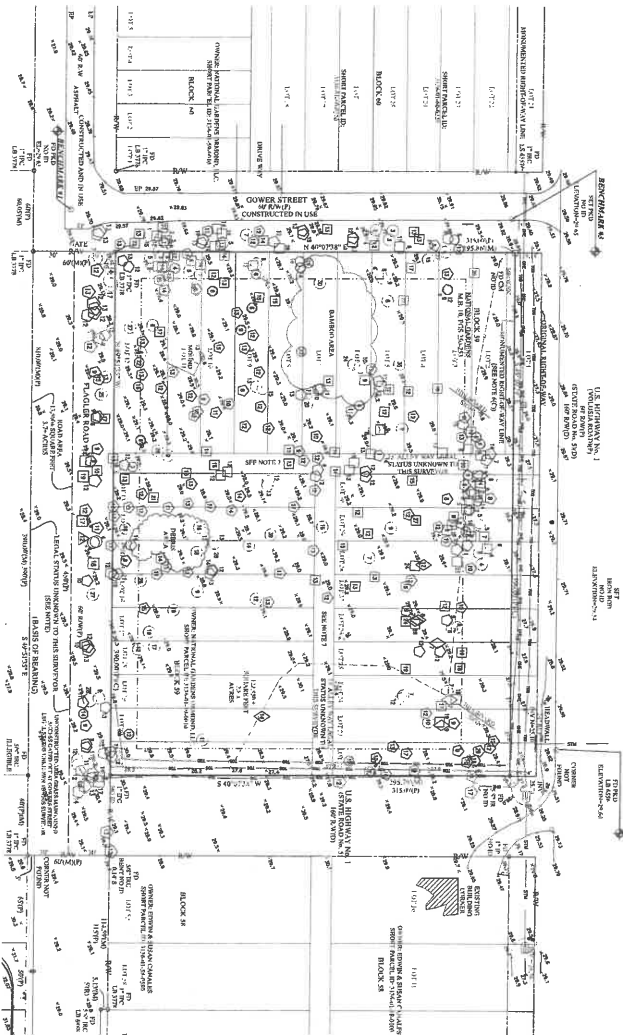
ACE HARDWARE

**1480 N. U.S. Hwy
Ormond Beach
Florida**

LEGAL DESCRIPTION:

THOSE PORTIONS OF NATIONAL GUARDIAN SURVEY, AS PER MAP BOOK, RECORDED IN MAP BOOK 18, PAGE 250 TO 251, INCLIVING, OF THE PUBLIC RECORDS OF VOLUNTIA COUNTY, FLORIDA, LYING WESTLY AND SOUTHERLY OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) DESCRIBED AS

ALL OF BLOCK 59



40 0 40 80

GRAPHIC SCALE

1"=40'

6" & ABOVE ON ALL TREES
EXCEPT PINES (10" & ABOVE)
(INTERIOR OF BUFFER)
LEGEND / SYMBOLS / COUNT:

ITEM	(12)	EA
OAK	10	54
PALM	15	111
PINE	18	45
WATERLILIA	4	2

6" & ABOVE ON ALL TREES
EXCEPT PINES (10" & ABOVE)
OFFSITE/ OUTSIDE BOUNDARY
LEGEND / SYMBOLS / COUNT

QUESTION	ANSWER	SCORE
12. Which of the following is a type of tree?	12. B	100%
13. Which of the following is a type of tree?	13. B	100%
14. Which of the following is a type of tree?	14. B	100%
15. Which of the following is a type of tree?	15. B	100%
16. Which of the following is a type of tree?	16. B	100%
17. Which of the following is a type of tree?	17. B	100%
18. Which of the following is a type of tree?	18. B	100%
19. Which of the following is a type of tree?	19. B	100%
20. Which of the following is a type of tree?	20. B	100%

LEGEND:

[illegible]

2" - 5" ON ALL TREES
EXCEPT PINES (2" - 9")
(BUFFER AREA)

TREE LEGEND / SYMBOLS / COUNT:	
CEDAR	③ *
OAK	(4) 11
PINE	7 12
MAGNOLIA	5 61
24 TOTAL	

2" - 3" ON ALL TREES
EXCEPT PINES (2" - 9")
SIDE BOUNDARY / OFFSITE)
LEGEND / SYMBOLS / COUNT

OAK	4	8
FRAG	7	1

19 JUL 74

[illegible][illegible]

GENERAL CONSTRUCTION NOTES

- [illegible]

SITE AND GENERAL INFORMATION

- [illegible]

LEGEND NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS. ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE. SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE, SEE INDIVIDUAL DRAWING LEGEND WHERE APP

[illegible]

SITE DEVELOPMENT USAGE

[illegible]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND

[illegible]

FDOT GENERAL NOTES:

- [illegible]

ABBREVIATIONS

[illegible]

SITE GEOTECHNICAL CONSIDERATIONS

SEE GEOTECHNICAL REPORT UNIVERSAL ENGINEERING SCIENCE, INC. (REPORT #W3149, DATED SEPTEMBER 1997) FOR SUBSURFACE CONDITIONS, GROUNDWATER, SITE PREPARATION FOR PAVEMENT AND ALL EARTHWORK REQUIREMENTS.

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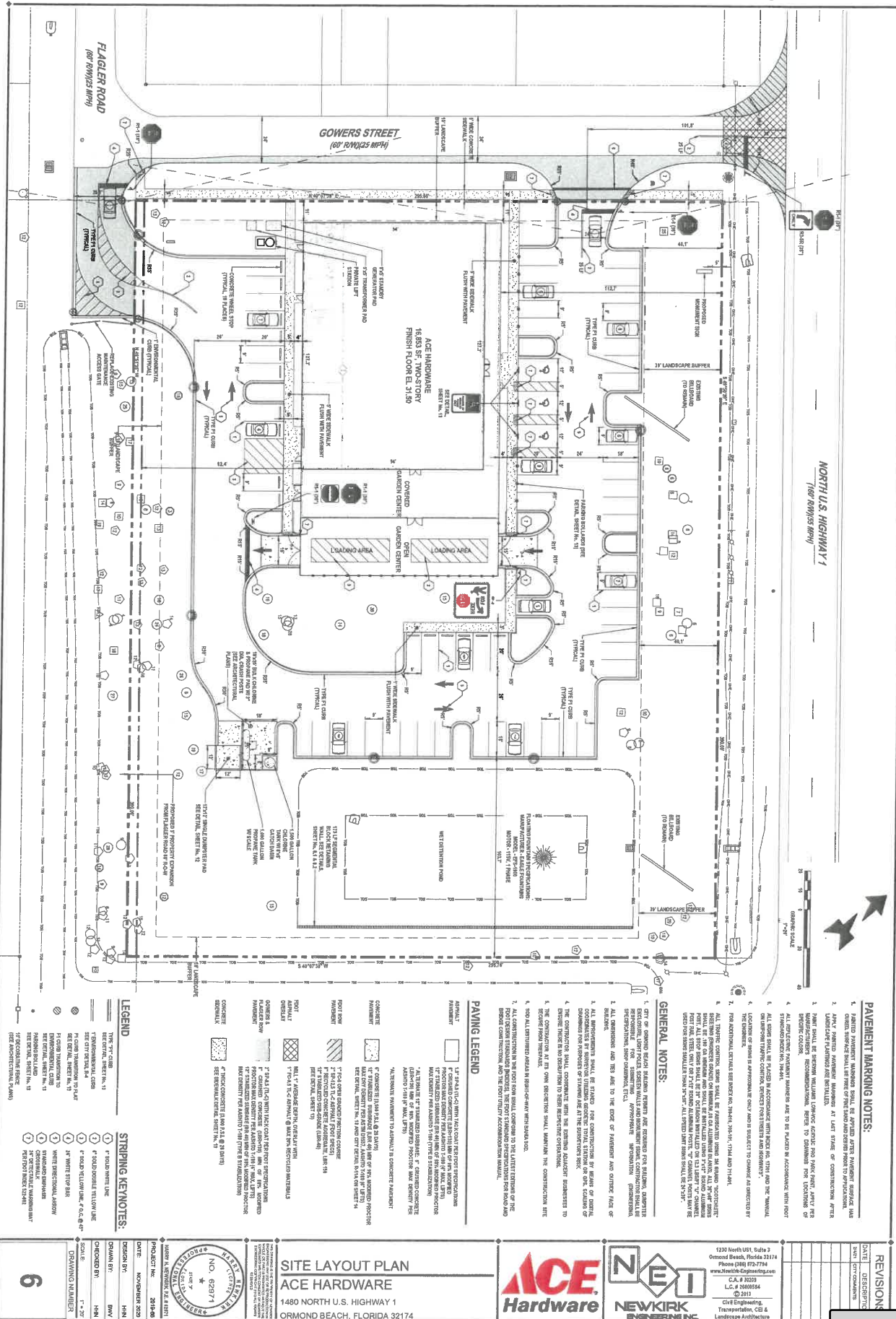
REVISIONS

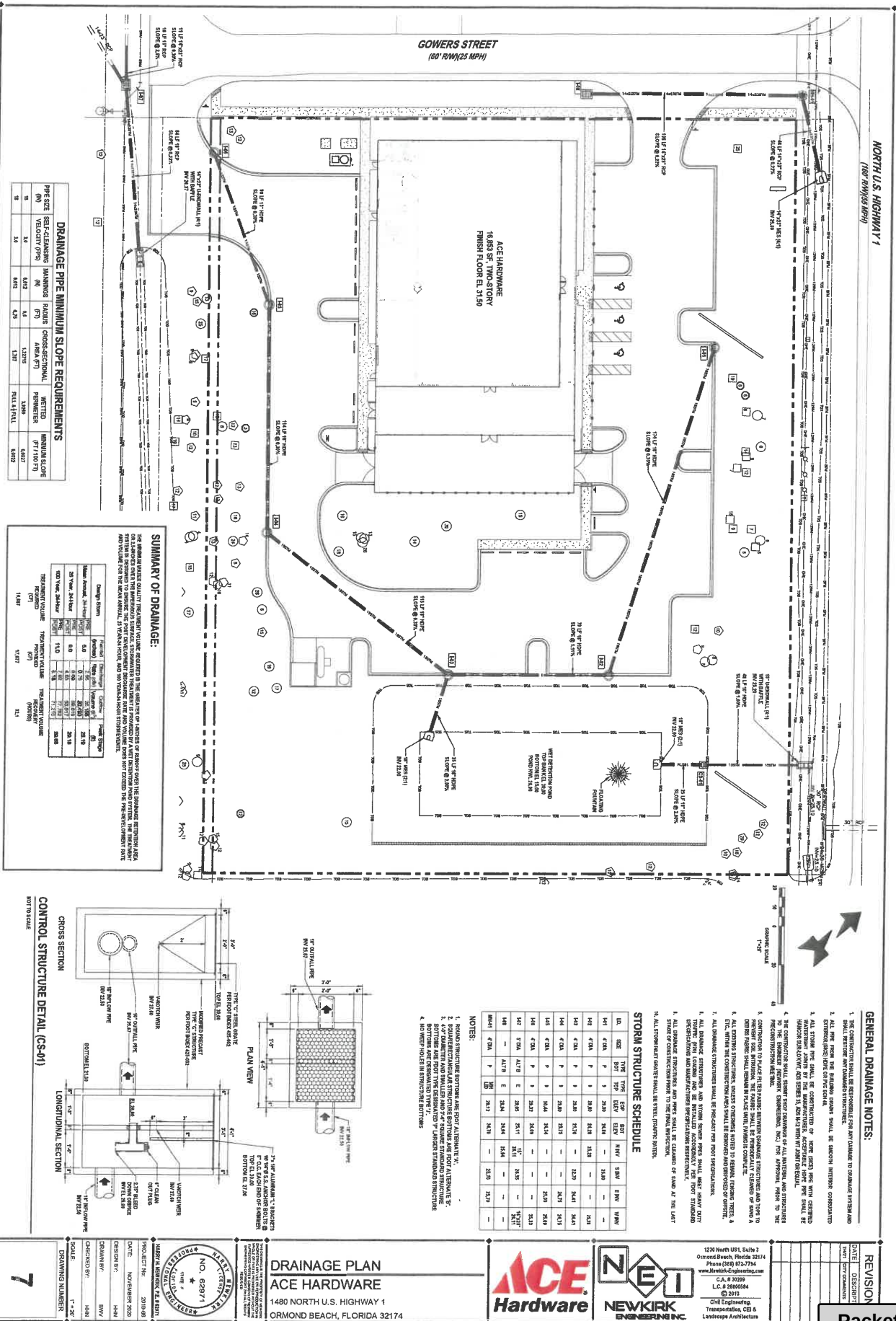
1230 North US1, Suite J Ormond Beach, Florida 32174 Phone (386) 872-7734 www.Newtek-Engineering.com	DATE	DESCRIPTION
C.A. # 30209 L.C. # 26000594 © 2013 Civil Engineering, Professional Seal	CITY COMMENTS	

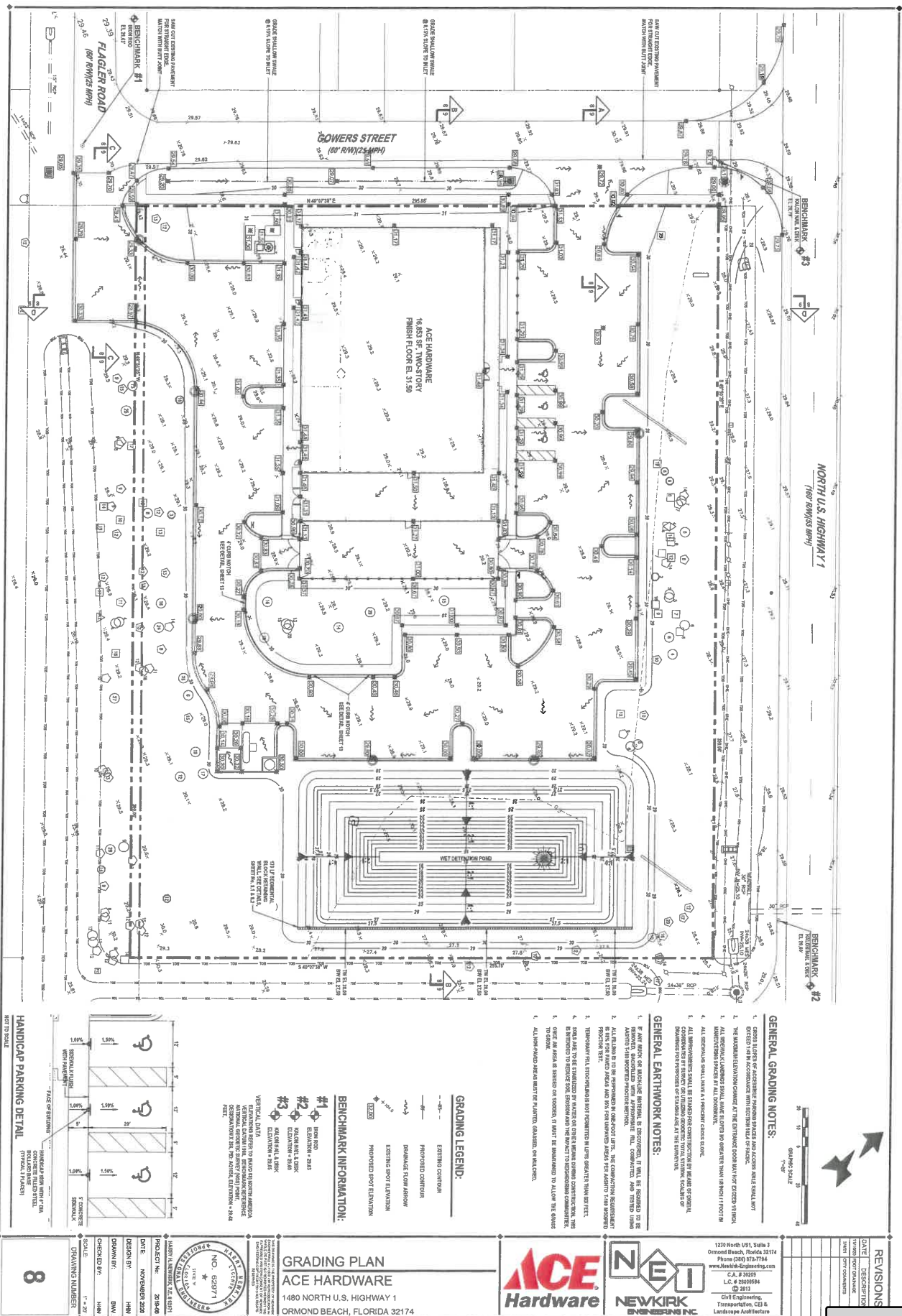


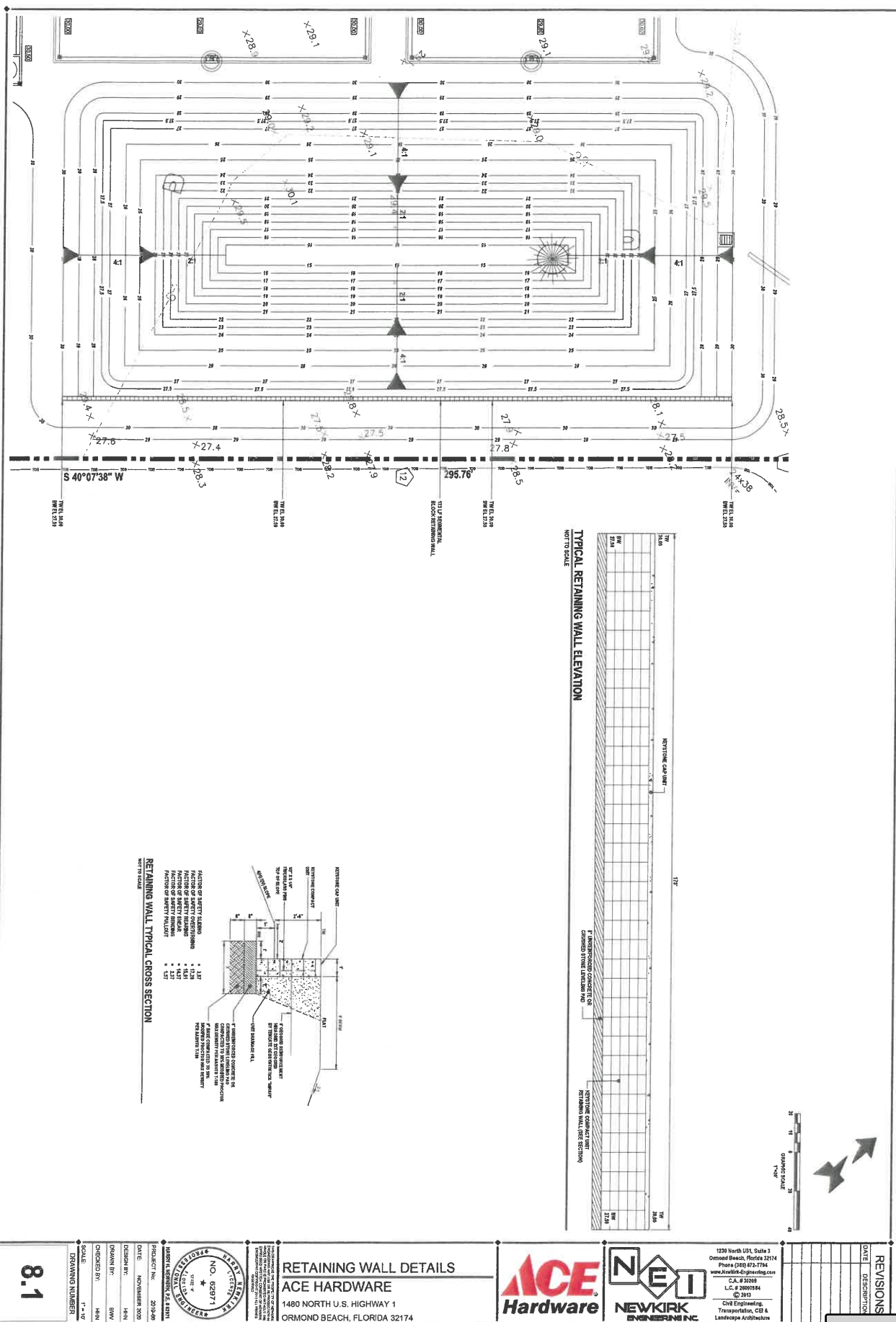
EXHIBIT "C"

Page 5 of 14









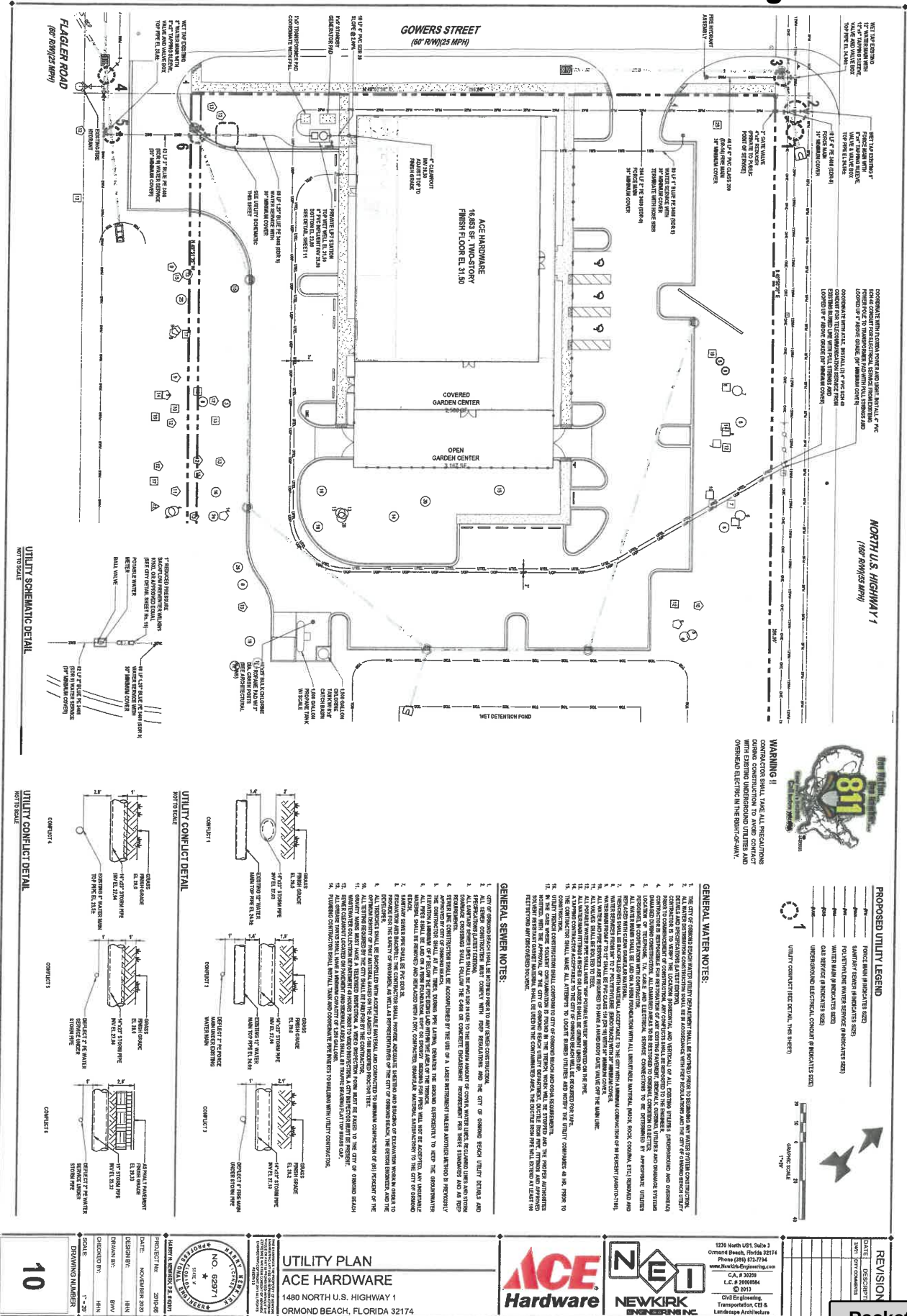
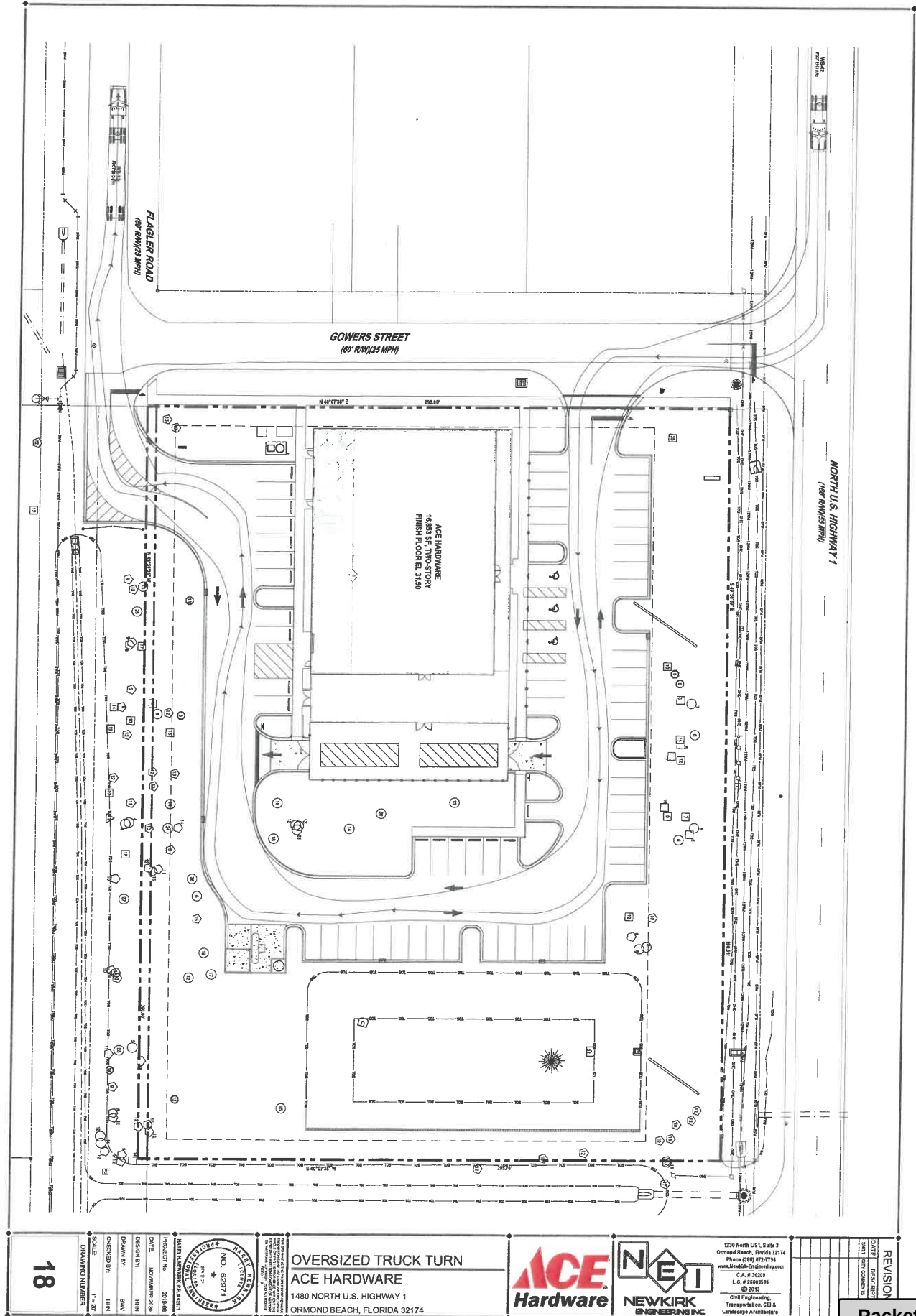


EXHIBIT "C"

Page 10 of 14



18

SCALE: 1" = 20'

DRAWING NUMBER

CHECKED BY: HAN

DRAWN BY: BW

DATE: NOVEMBER 2002

PROJECT NO: 20-068

MARY A. NEWKIRK, P.E., S.E.



NO. 62971
FLORIDA
REGISTERED PROFESSIONAL ENGINEER
MARY A. NEWKIRK, P.E., S.E.

OVERSIZED TRUCK TURN
ACE HARDWARE
1480 NORTH U.S. HIGHWAY 1
ORMOND BEACH, FLORIDA 32174



1220 North U.S. 1, Suite 3
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Civil Engineering,
Transportation, C.E. &
Landscaping & Construction

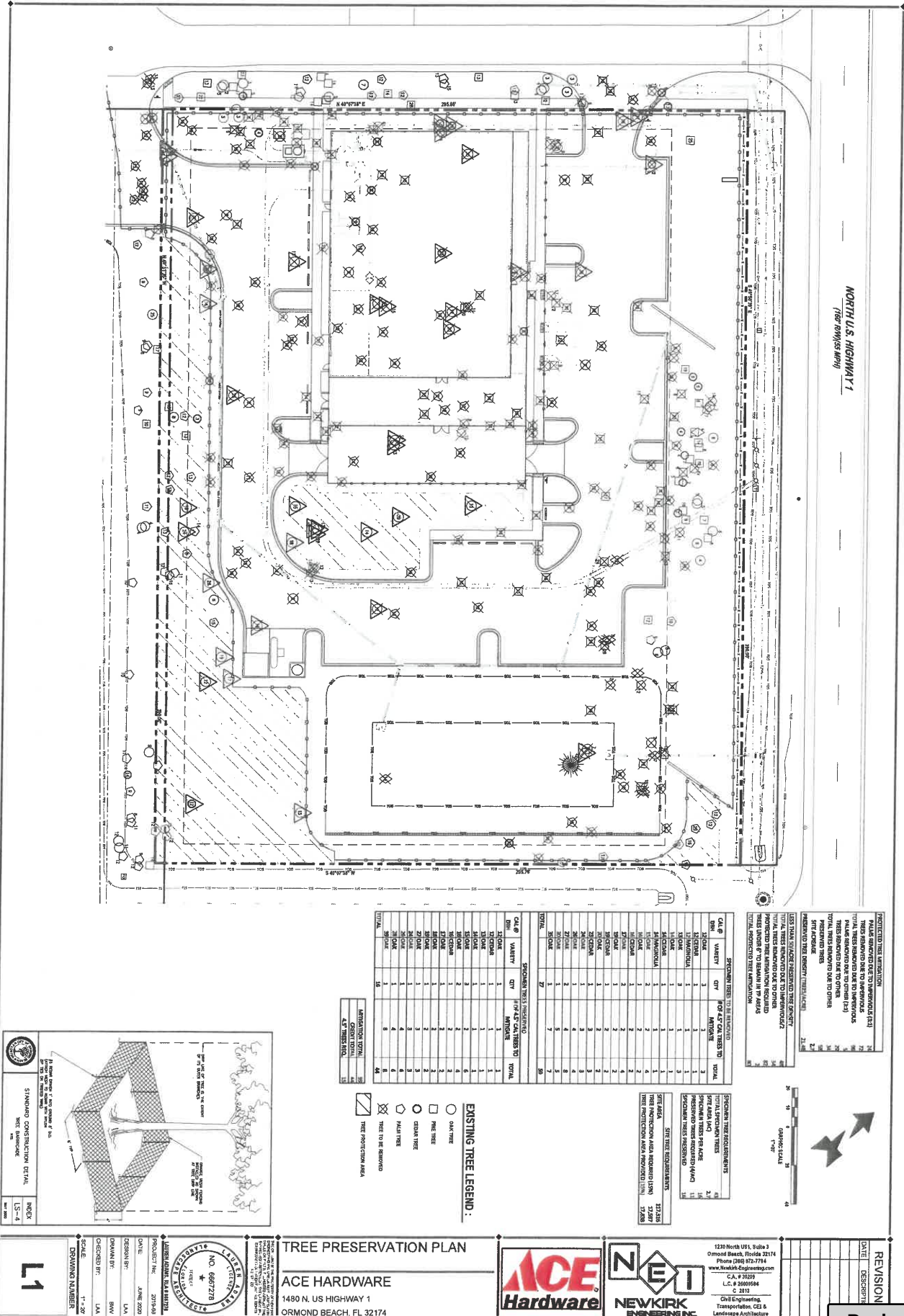
REVISION

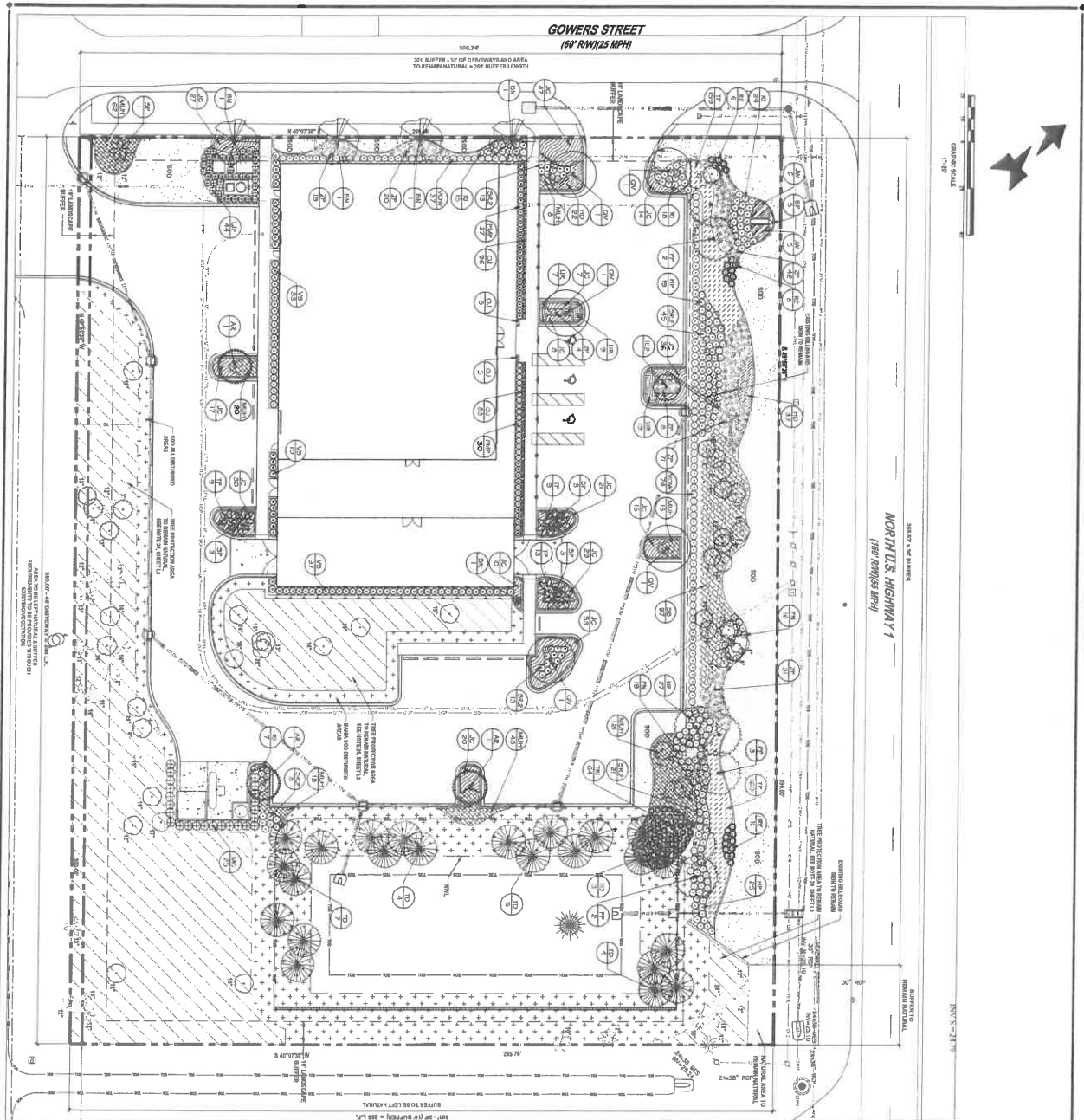
DATE

DESCRIPTION

BY

DATE





BUFFER CALCULATIONS:

[illegible]

LEGEND

- ST. AUGUSTINE SOD
BAYLA SOD OR HYDROSEED
(BAYLA SEED MIXTURE)
TREE PROTECTION AREA

EXISTING TREE LEGEND:

- | | |
|------------|---|
| OAK TREE |  |
| PINE TREE |  |
| CEDAR TREE |  |
| PALM TREE |  |

Sunshine 811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

WARNING!!

CONTRACTOR MUST TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRICAL IN THE RIGHT-OF-WAY.

REVISION	
DATE	DESCRIPTION

Packet Pg. 417



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Phone (386) 872-7794
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Transportation, CEI &
Landscape Architecture

LANDSCAPE PLAN
ACE HARDWARE
1480 NORTH U.S. HIGHWAY 1
ORMOND BEACH, FLORIDA 32174

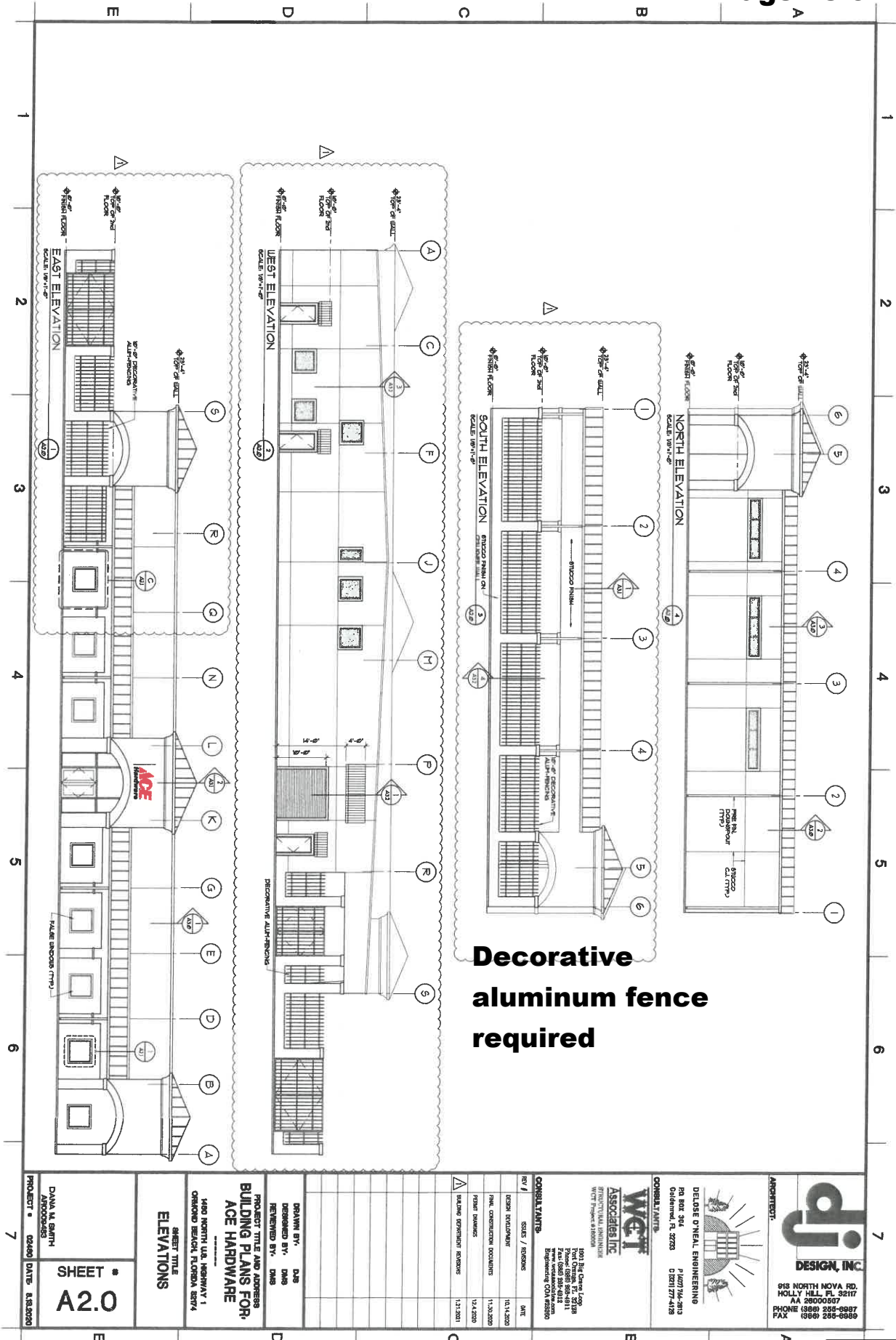


DATE:	NOVEMBER 2020
DESIGN BY:	LAA
DRAWN BY:	BNW
CHECKED BY:	LAA
SCALE:	1" = 20'
DRAWING NUMBER	

2

EXHIBIT "C"

Page 13 of 14





Special Conditions

1. All provisions of Section 2-36, PBD, Planned Business Development District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the *Land Development Code*, except as otherwise specifically modified herein, shall at all times be strictly complied with.

2. Except as modified in this Development Order, the uses and dimensional standards of the B-7 (Highway Tourist Commercial) zoning district shall apply. Retail sales and service is allowed as a permitted use as provided in Section 2-28C of the *Land Development Code*.

3. The following “Outdoor Activity” is authorized in accordance with Section 2-28(E)(3) of the *Land Development Code*: (a) garden center, (b) 1,500-gallon chlorine tank, and (c) 1,000-gallon propane tank as shown, described, and depicted in Exhibit “C”, including uses that are customarily associated therewith.

4. The outdoor garden center consists of approximately 2,566 square feet and an open drive-through garden center consisting of 3,176 square feet as shown, described, and depicted in Exhibit “C”.

5. A reduction from the twenty-foot (20’) side/corner/street setback that is required by section 2-28(B)(9)(d) of the *Land Development Code* is granted to allow a side/corner/street setback of ten feet (10’) along Gowers Street. The setback reduction is intended to facilitate the preservation of a thirty-nine-inch (39”) caliper historic tree by providing additional land area around the tree as shown, described, and depicted in Exhibit “C”.

6. Direct access to the site from N. U.S. 1 is not allowed by the Florida Department of Transportation. Access to the site will therefore be from Gowers Street. Section 3-25(c) of the *Land Development Code* requires fifty feet (50’) between the intersection of two streets. The Applicant’s request to reduce the setback from fifty feet (50’) to twenty feet (20’) to provide an access point along Flagler Road from Gowers Street as shown, described, and depicted in Exhibit “C” is hereby approved.

7. Section 3-69(g)(1)(b) of the *Land Development Code*, requires the exterior of buildings to consist of finished materials. The Applicant’s request for a waiver of that requirement for the rear (or western most) façade facing Flagler Road is approved, and the Applicant may utilize prefinished metal wall panels (i.e., exposed or unfinished metal panels) on the rear (western most) façade, only, as shown, described, and depicted in Exhibit “C”.

EXHIBIT “D”

Page 2 of 2

8. Section 3-68(4)(e) of the *Land Development Code* provides that the use of chain-link fencing shall only be permitted for properties in the I-1 zoning district, provided the property is not located on an arterial or collector street. The Applicant’s request for a ten foot (10’) high vinyl coated chain-link fence with black windscreen is denied. The fencing around the garden center shall consist of decorative aluminum material.

9. The Applicant shall expand the paved portion of Gowers Street roadway to a width of twenty-four feet (24’) as shown, described, and depicted in Exhibit “C”.

10. The Applicant shall construct a five-foot (5’) sidewalk within and along Gowers Street right-of-way, as shown, described, and depicted in Exhibit “C”.

11. The Applicant shall pay into the City’s sidewalk fund a monetary contribution, as required by the City’s codes, in lieu of constructing a sidewalk along N. U.S. Highway 1. The payment-in-lieu-of must be made prior to the issuance of a site engineering permit.

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: March 1, 2021

SUBJECT: 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order

APPLICANT: Gross Family Properties NG, LLC

NUMBER: RZ 2021-011(B)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION:

This is a request from Gross Family Properties NG, LLC, property owner, for the issuance of a development order to construct a two (2) story building of approximately 16,853 square feet for the Ormond Ace Hardware that proposes retail activity including a garden center (defined as outdoor activity) of approximately 2,566 square feet and associated site improvements on a 2.70-acre property. The project location is shown in Exhibit 1 below.

EXHIBIT 1: 1480 North U.S. Highway 1:



The project includes two (2) inter-related zoning actions as follows:

File number	Subject	Request
RZ 2021-11(A)	Zoning map amendment	Zoning map amendment for the Ormond Ace Hardware project at 1480 North U.S. Highway 1 from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development).
RZ 2021-011 (B)	Development Order	The issuance of a development order to construct a two story building of approximately 16,853 square feet for the Ormond Ace Hardware that proposes retail activity including a garden center (defined as outdoor activity) and associated site improvements on a 2.70 acre property.

The highlighted item is the subject of this report. At the public hearing, the items will be presented together and the Planning Board and City Commission will be asked to vote individually on the two (2) separate zoning actions.

BACKGROUND:

The subject property has a zoning designation of B-7 (Highway Tourist Commercial) and a Future Land Use designation of "Tourist Commercial". The adjacent land use designations and zoning classifications are as follows:

EXHIBIT 2: Land use and zoning designations:

Direction	Current Land Uses	Land Use Designation	Zoning
North	Vacant & non-conforming single-family house	"Tourist Commercial" and "Low Intensity Commercial"	B-7 (Highway Tourist Commercial) and B-8 (Commercial)
South	Commercial	"Low Intensity Commercial"	B-8 (Commercial)
East	Bar and vacant	"Low Intensity Commercial"	B-8 (Commercial)
West	RV & Boat Storage, Stor-It, Phase 2	"Tourist Commercial"	PBD (Planned Business Development)

The subject property is approximately 2.70 acres and is vacant. The property is bounded by North U.S. Highway 1 to the east, Gowers Street to the north, the unimproved right-of-way of Magnolia Street to the south and Flagler Road to the west. Flagler Road is partially improved and partially unimproved. The property at 1480 North U.S. Highway 1 has two (2) right-of-way areas that are proposed to be vacated in a separate process before the City Commission. The first right-of-way area is a five (5') foot portion of Flagler Road abutting the western portion of the property. The second right-of-way is an internal alley of 15 feet that is proposed to be vacated. The subject property has two (2) billboards along the North U.S. Highway 1 frontage that are proposed to remain.

ANALYSIS:

The project seeks to construct an Ace Hardware retail store of approximately 16,853 square feet and a garden center of approximately 2,566 square feet with associated site improvements on a property that is 2.70 acres in size. The site plan and applicant provided a public benefits letter in ATTACHMENT 3. Key project characteristics are provided below with the items that are sought for action within the Planned Business Development approval **bolded**:

1. The existing B-7 (Highway Tourist Commercial) zoning designation allows retail sales as a permitted use. **The outdoor garden center is classified as outdoor activity and requires a public hearing approval.** The site plan also shows an area for a 1,500-gallon chlorine tank and a 1,000-gallon propane tank.
2. **The proposed building is located at an eleven (11') foot setback where the B-7 (Highway Tourist Commercial) zoning district, Section 2-28(B)(9)(d) of the Land Development Code, requires a twenty (20') setback along the side corner yard along Gowers Street. The setback reduction is sought to preserve a 39" historic tree and provide additional land area around the tree.**
3. **Section 3-25(c) of Land Development Code requires 50 feet between the intersection of two (2) streets. The site plan application seeks to reduce the setback for an access point along Flagler Road to 20 feet from Gowers Street.**
4. **To allow prefinished metal wall panels (exposed metal) on the rear façade with no finished façade.**
5. **To allow black chain-link fencing with a black windscreen around the garden center.**
6. The property is 2.70 acres.
7. The building size is 16,853 square feet. The outdoor garden center is 2,566 square feet and the open drive-thru garden center is 3,176 square feet.
8. The uses of dimensional standards of the B-7 (Highway Tourist Commercial) zoning district would be incorporated into the Planned Business Development with the modification of the side corner setback.
9. The Planned Business Development would have a three (3) year expiration date requiring the start of construction on or before May 4, 2024.
10. A 39' Greenbelt landscape buffer is provided along North U.S. Highway 1. Additional plantings are proposed in some areas of the existing Greenbelt buffer. There are two (2) billboards within the Greenbelt area that are proposed to remain.
11. There is a 39" historic tree that is proposed to be saved. The building has been shifted (see item 2 above) to provide area around the tree.
12. The project is required to expand the Gowers Street roadway width to 24' and this is shown on the site plan. Access to the property shall be provided from Gowers Street and Flagler Road. There is no direct roadway access from North U.S. Highway 1 as the Florida Department of Transportation determined that there was no adequate spacing between access points to provide a right in and right out

access point.

13. The project would install a five (5') sidewalk within the Gowers Street right-of-way.
14. The project would pay into a sidewalk fund for the required sidewalk improvement along North U.S. Highway 1. Within the Capital Improvement Program, there is a project proposed for a master sidewalk design and construction within this area.
15. A monument sign is shown along North U.S. Highway 1.
16. The site design allows a drive-thru garden center for customers to obtain their material.
17. The design of the stormwater management facility includes the wet detention pond which utilizes a V-notch weir to regulate the rate of discharge from the site as well as a bleed-down orifice to control the normal water level in the pond. The discharge will be to the Florida Department of Transportation roadside swale to the cross pipe under U.S. Highway 1. The design of the stormwater management facility for this project provides the required treatment volume for both water quality and water quantity in accordance with the St. Johns River Water Management District and the City of Ormond Beach requirements.
18. There are no wetlands on-site and the property is located in flood zone X.
19. There is a 12" water line and an 8" force main to provide utility services.

The Site Plan Review Committee has reviewed the development and finds the site plans acceptable with the outstanding comments shown in ATTACHMENT 2.

Planned Business Development items: The specific planned development authorizations are discussed below:

1. OUTDOOR ACTIVITY

Outdoor activity is listed as a Special Exception use within the B-7 (Highway Tourist Commercial) zoning district. The Planned Development seeks to approve the garden center which is defined as an outdoor activity. Section 2-57.O.1 of the Land Development Code outlines the criteria for outdoor activity and staff's review of these criteria are listed below:

1. OUTDOOR ACTIVITY

- 1. If located adjacent to a residential use, appropriate screening and buffering shall be provided to minimize noise and glare impact to the maximum extent feasible.**

There is no abutting residential use and the outdoor activity is appropriate for the Ace Hardware use.

- 2. A site plan displaying the area for activity and pedestrian movement shall be required.**

Attachment 3 provides a site plan designed by a Professional Engineer and demonstrates safe vehicle and pedestrian movement.

3. Outdoor music shall provide a sound study demonstrating compliance with the adopted maximum decibel levels.

There is no outdoor music proposed and this criterion is not applicable.

The garden center, 1,500-gallon chlorine tank and a 1,000-gallon propane tank are appropriate uses for a retail hardware store.

2. BUILDING SETBACK

Section 2-28(B)(9)(d) of the Land Development Code, requires a twenty (20') setback along the side corner yard along Gowers Street. As part of the Planned Business Development, the project seeks approval of a ten (10') foot setback along the side corner yard to shift the proposed building away from a 39" historic tree. The encroachment into the setback could only be approved as either a variance or as part of a Planned Development. The setback encroachment is directed related to the preservation of the historic tree and appropriate for the Planned Development zoning map.

3. INTERSECTION SETBACK ALONG FLAGLER ROAD

Section 3-25(c)(1) of Land Development Code requires 50 feet between the intersection of two (2) streets. Section 3-25(c)(1) of Land Development Code allows the Site Plan Review Committee to reduce the separation to 40 feet. The site plan application seeks to reduce the setback for the access point along Flagler Road to 20 feet from Gowers Street. The Site Plan Review Committee reviewed the request and found it acceptable. The remainder of Flagler Road in this area is utilized as a stormwater conveyance swale.

4. REAR FAÇADE

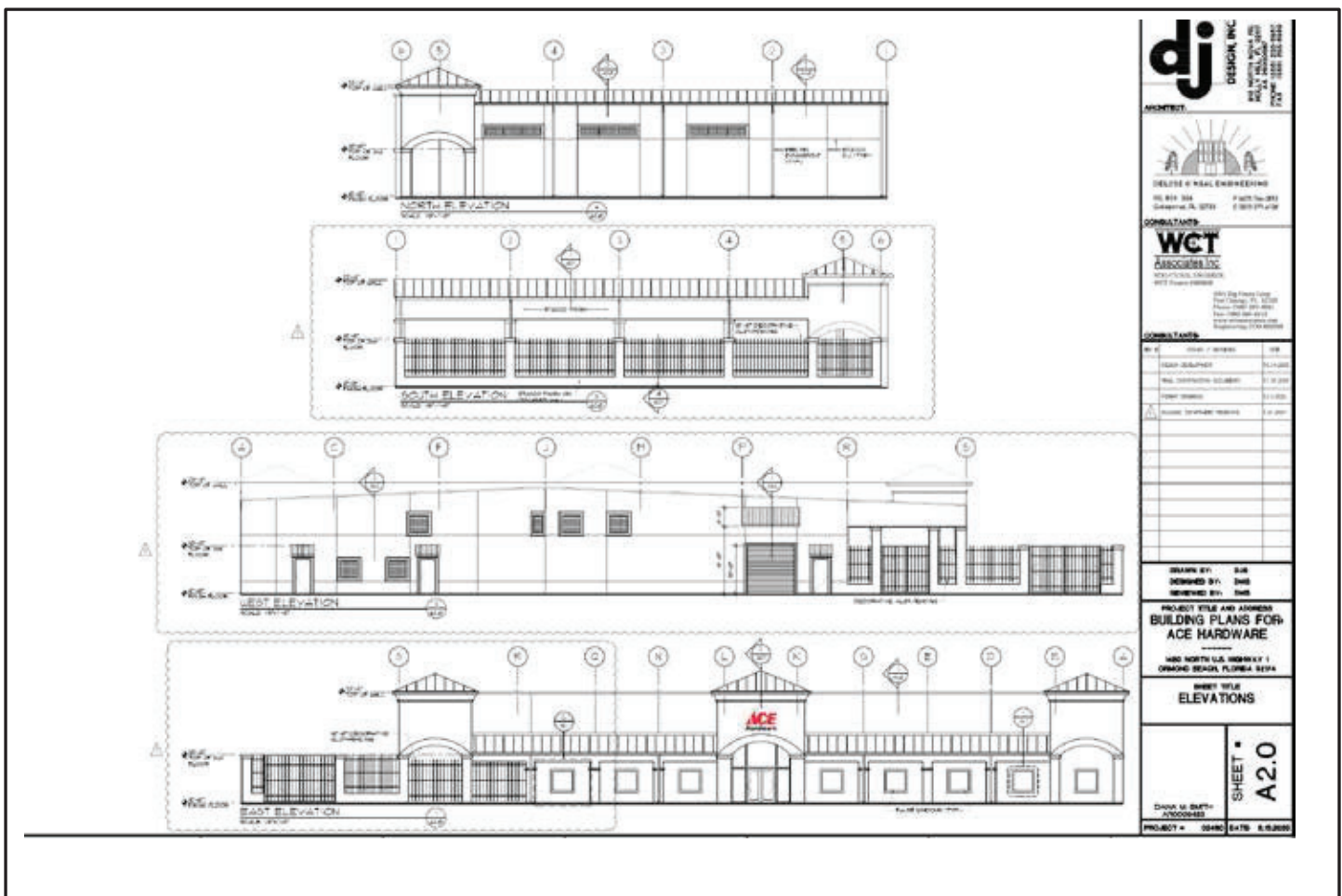
Section 3-68 of the Land Development Code provides direction on architectural requirements for Planned Developments as follows:

- (1) Applications for rezoning to Planned Business Developments (PBDs), Planned Residential Developments (PRDs), Planned Manufactured Home Communities (PMHCs), and Planned Industrial Developments (PIDs) or special exception shall include architectural controls establishing a design theme that **meets or exceeds the requirements of this chapter**. A theme shall be established in one (1) of two (2) ways if the development is envisioned to adhere strictly to one (1) of the architectural styles, as described under section 3-69, it shall be sufficient for a paragraph or section to be included in the proposed development agreement which specifies the style, such as Mediterranean or Bermuda.
- (2) If the development is envisioned to deviate from one (1) of the recognized architectural styles, then it shall be necessary for the developer to negotiate a new style, as described under section 3-69(e). The new style must be approved by the city commission as part of the PBD/PRD/PMHC/PID rezoning or special exception process. For the city to evaluate the proposed style, the developer shall include a schedule of design elements as an exhibit to the development order, showing examples of colors, materials, finishes and design details, such as cornices, columns, roofline, etc. The schedule shall also provide an example of a building that shows how the various design elements are combined to create

a unique architectural style, and how that style would be applied to all structures in the development. Alternately, if the specific building end-product is known at the time of rezoning, a conceptual rendering of the front and side facades may be substituted for the schedule of design elements. In such case, the rendering shall specify colors, materials and finishes; and specify which design elements are expected to be applied to other structures in the development.

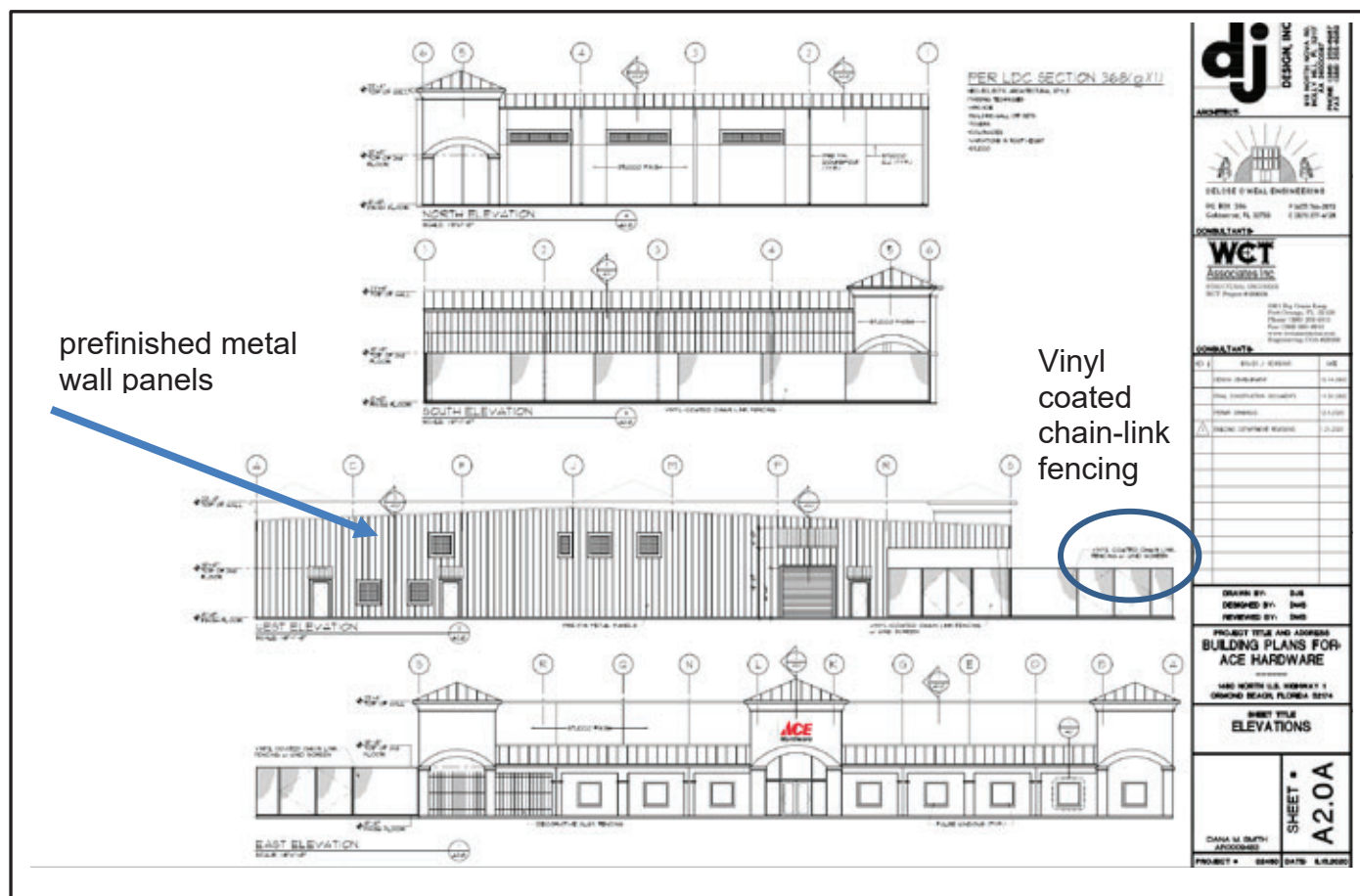
With the site plan submittal of February 5, 2021, the applicant provided an architectural plan that utilized the Neo-Eclectic architectural style. The Site Plan Review Committee had no comments on the architectural elevation, shown below:

EXHIBIT 3: February 5, 2021 submittal:



With the Planned Business Development application and letter submitted February 22, 2021 there was a modification to the proposed architectural elevations. The letter sought to allow prefinished metal wall panels on the rear façade facing the retention pond. Staff requested a building elevation that described the requested change in the building façade. The project architect provided the following architectural elevation:

EXHIBIT 4: February 26, 2021 Planned Business Development submittal:



Section 3-68(g)(1)(b) of the Land Development Code provides the exterior finish materials:

b. Exterior finish materials.

1. Exterior building materials contribute significantly to the visual impact of a building on a community, which in turn, individually and collectively reflect upon the visual character and quality of that community. In order to project an image of high-quality city aesthetics, building materials shall conform to the requirements set forth in this subsection. Examples of acceptable materials include the following:
 - (i) Stucco.
 - (ii) Split face concrete.
 - (iii) Brick.
 - (iv) Wood siding.
 - (v) Stone.
 - (vi) Materials, as part of an overall architectural style.
2. Synthetic materials, such as premium-grade vinyl, aluminum, and cellulose fiber-

reinforced cement building boards, shall also be permitted, provided that such materials are visually indistinguishable from natural materials. Building materials shall be consistent around the entire building. Exceptions to this provision may be made for portions of a structure that are not exposed to the general public. Examples of unacceptable materials include the following:

- (i) Plastic siding.
- (ii) Textured plywood.
- (iii) Unfinished concrete block.
- (iv) *Metal panels, except in the I-1 zoning district.*
- (v) Cedar shakes.

The applicant is requesting the ability to allow prefinished metal wall panels on the rear façade on the west façade facing Flagler Road. Members of the Site Plan Review Committee do not believe that the proposed metal panels on the rear façade complies with the Neo-Eclectic architectural style architectural standards or the requirements for a Planned Business Development.

5. BLACK CHAIN-LINK FENCING WITH A BLACK WINDSCREEN AROUND THE GARDEN CENTER.

Section 3-68(4)(e) of the Land Development Code states, “The use of chain-link fencing shall only be permitted for properties in the I-1 zoning district, provided the property is not located on an arterial or collector street”. Similar to the prefinished metal wall panels on the rear façade, the fence material was revised between the February 5, 2021 submittal (Exhibit 3 above) and the February 26, 2021 Planned Business Development submittal (Exhibit 4 above).

The applicant is requesting approval of a ten (10') high vinyl coated, chain-link fence with black windscreen to block views to the materials within the garden center. Members of the Site Plan Review Committee do not believe the chain link is an appropriate material and would suggest a decorative fencing style.

CONCLUSION:

In considering an application for a Planned Business Development amendment, the Planning Board may recommend to approve, approve with conditions, or disapprove on the extent to which the development offers site amenities above that are normally found for permitted uses in the district with regard to the following:

- a) Building form, architecture and appropriateness of materials with regard to long-term maintenance, relation to the surrounding neighborhood, and aesthetics. Architectural drawings shall be approved as part of the Development Order and adhered to in all development phases.**

The architectural renderings are provided in ATTACHMENT 3 along with the applicant's letter describing the building. The applicant's letter states that architectural design is Neo-Eclectic and features a colonnade along the front, with a central arched entry tower, bookended by two lower arched towers at each end. The colonnade tends to lower the scale of the otherwise tall building where the public would customarily

enter. Exterior wall surfaces are punctured by storefront glazed entry doors and false windows along the front colonnade, and large windows and access doors on the rear and Gowers Street sides.

There are two (2) building related items sought within the Planned Development: (1) exposed metal panels along the rear façade and (2) black chain-link fencing with a black windscreen around the garden center. Staff has concerns regarding both items. Staff would recommend that the rear façade have a finished exterior surface, such as stucco, as the façade would be visible from Gowers Street and Flagler Road. Staff also believes that a decorative aluminum fence material would be more appropriate around the garden center versus a black chain-link fence with a wind screen.

b) Landscaping and related site amenities.

The project landscaping has been reviewed by the city Landscape Architect and was determined acceptable (with the resolution of any outstanding comments). The project has provided additional Greenbelt plantings as needed. There is a 39" historic tree that is being saved, causing the building to shift towards Gowers Street.

c) Mitigation of off-site impacts.

It is not anticipated that the project shall generate off-site impacts. The property is bounded by four (4) rights-of-way. The project will expand Gowers Street to a conforming street width. With the access to Gowers Street and Flagler Road, traffic would access to a signalized intersection at Broadway Avenue and North U.S. Highway 1.

d) Overall lighting plan, particularly in relation to aesthetics and glare.

The site lighting shall conform to the standards of the Land Development Code.

e) Overall signage plan, particularly related to aesthetics and readability.

One monument sign is proposed on the site plan. The Land Development Code would allow two monument and wall signs based on the property being a corner lot.

CRITERIA FOR APPROVAL: There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. According to Chapter 1, Article I, Section 1-15.C.3 of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. The proposed development conforms to the standards and requirements of this 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 subject property has a commercial land use and zoning designation with retail sales being a permitted use. The outdoor garden center is classified as outdoor activity and requires a public hearing. The outdoor activity use is appropriate as part of the Ace Hardware store. The site is well designed and includes a loading area within the garden center. It is the determination of the Site Plan Review Committee that the public health, safety, welfare or quality of life will not be adversely affected with the proposed project. The project is consistent with the overall plan to improve the North U.S. Highway 1 corridor.

2. The proposed development is consistent with the Comprehensive Plan.

The site has a Future Land Use designation of “Tourist Commercial”, which is consistent with the proposed use. The Future Land Use Element states that the “Commercial” land use category purpose is as follows:

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

The proposed retail use is specifically allowed within the Comprehensive Plan. Staff concludes the site plan and issuance of the development order is consistent with the Comprehensive Plan.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The project area does not include any environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells. The property is outside the flood zone.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The proposed Planned Business Development is a retail use that is consistent with the surrounding properties and will not have a negative impact on surrounding properties. The development is consistent with the existing development pattern and would not depreciate the value of surrounding properties, create a nuisance, or negatively impact surrounding property.

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

There are adequate public facilities to serve the proposed development, including roads, potable water, wastewater treatment, drainage, fire and police safety. The site plan proposes sidewalks along Gowers Street and would contribute into a sidewalk fund for North U.S. Highway 1.

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience,

allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. 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 proposed project provides the needed infrastructure improvements to operate at this location. The site plans show improvements on Gowers Street that serves as the primary access point. A sidewalk would also be installed along Gowers Street. There is no access from North U.S. Highway 1 with the site plan design based on the spacing limitations from a proposed driveway to Gowers Street.

7. The proposed development is functional in the use of space and aesthetically acceptable.

The Planned Business Development provides for a functional use of space and is aesthetically acceptable. The movement of the building to preserve the historic tree is a positive site design feature. The Planning Board and City Commission will need to provide a determination on:

1. The proposed exposed metal panels along the rear façade instead of a finished exterior surface, and
2. The use of black chain-link fencing with a black windscreen around the garden center instead of a decorative aluminum fence material.

8. The proposed development provides for the safety of occupants and visitors.

The site plan is designed by a professional engineer and would provide a safe environment for occupants and visitors. A turning radius analysis for large vehicles has been performed and is included in the site plan materials.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The Planning Board and City Commission will need to provide a determination on:

1. The proposed exposed metal panels along the rear façade instead of a finished exterior surface, and
2. The use of black chain-link fencing with a black windscreen around the garden center instead of a decorative aluminum fence material.

The remaining facades have been architecturally treated per the Land Development Code.

10. The testimony provided at public hearings.

This Planned Business Development amendment has not been heard and no public testimony has been provided.

RECOMMENDATION:

It is recommended that the Planning Board recommend **APPROVAL** to construct a two (2) story building of approximately 16,853 square feet for the Ormond Ace Hardware that proposes retail activity including a garden center (defined as outdoor activity) of 2,566 square feet and associated site improvements on a 2.70-acre property with the following specific standards:

1. Allow outdoor activity as an allowed use with the Planned Business Development.
2. Incorporate the uses and dimensional standards of the B-7 (Highway Tourist Commercial) zoning designation with the exception of the side corner setback. The side corner setback shall be reduced to 10' in order to save a historic tree.
3. Allow a 20'± distance for the access point off of Flagler Road from Gowers Street.

The applicant is also seeking two (2) items specific to the building design:

1. To allow black chain-link fencing with a black windscreen around the garden center.
2. To allow prefinished metal wall panels (exposed metal) on the rear façade.

Staff would recommend that a decorative aluminum fence material be required around the garden center and the prefinished metal wall panels (exposed metal) on the rear façade be required to have a finished surface. The Planned Business Development does allow these items to be waived through the public hearing process. It is the recommendation of the Site Plan Review Committee that the building architecture is a key component of site development. The fencing material would be visible from North Highway U.S. 1. The rear building façade would be visible from both Gowers Street and Flagler Road.

The project is tentatively scheduled for the City Commission on April 20, 2021 (first reading) and if approved on first reading, the second reading will be on May 4, 2021 (final reading).

Attachments:

Attachment 1: Maps and pictures of the project area

Attachment 2: Site Plan Review Committee outstanding comments

Attachment 3: Applicant provided information

Attachment 1:

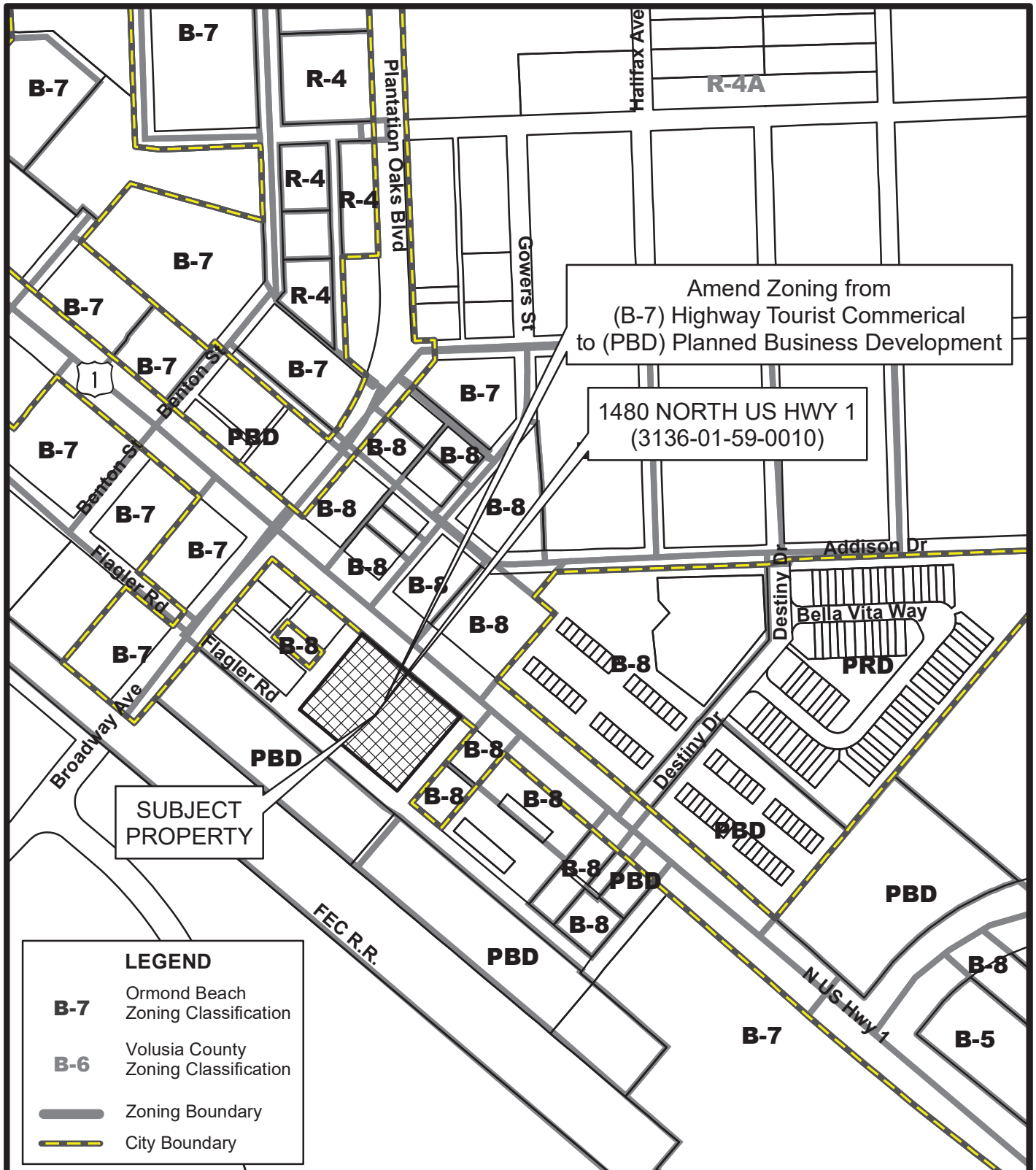
Maps and pictures



**AERIAL MAP
1480 NORTH US HWY 1
(ACE HARDWARE)**

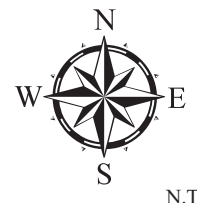
Prepared By: The City of Ormond Beach
G.I.S. Department - February 23, 2021

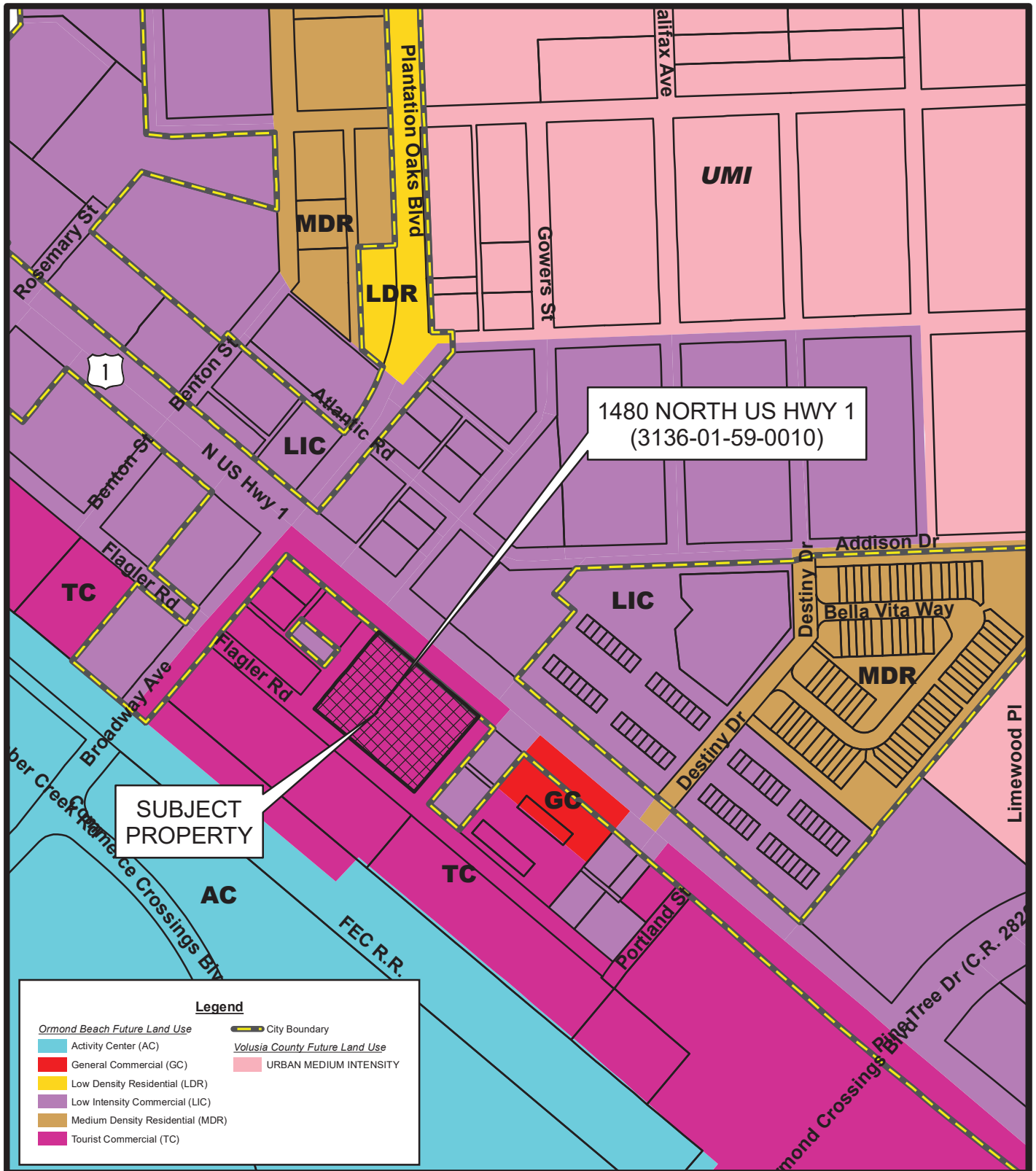




**PROPOSED ZONING MAP
1480 NORTH US HWY 1
(ACE HARDWARE)**

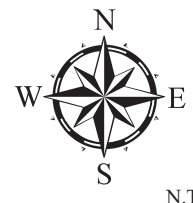
Prepared By: The City of Ormond Beach
G.I.S. Department - February 23, 2021



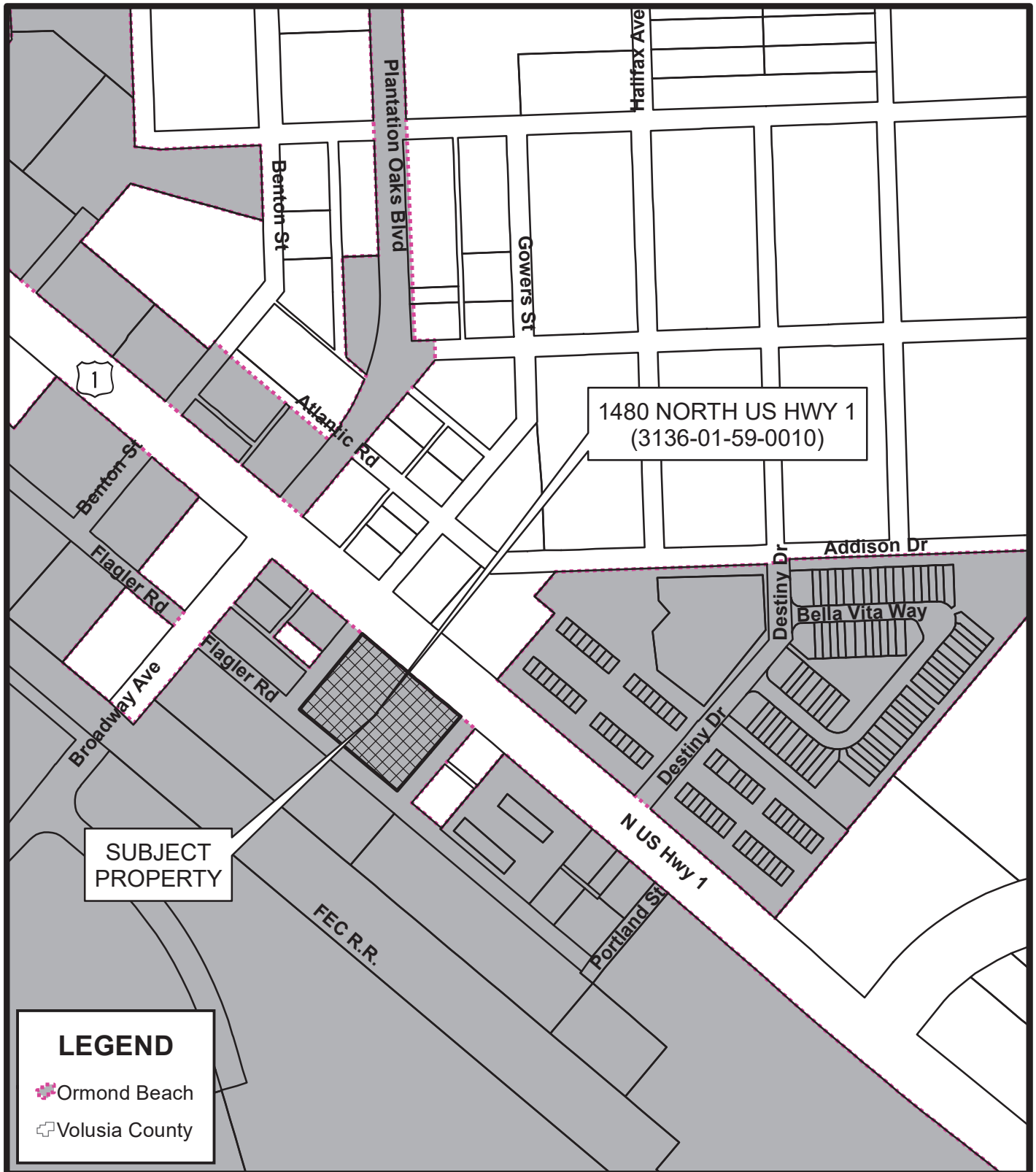


FUTURE LAND USE MAP 1480 NORTH US HWY 1 (ACE HARDWARE)

Prepared By: The City of Ormond Beach
G.I.S. Department - February 23, 2021



N.T.S.



**1480 NORTH US HWY 1
(ACE HARDWARE)
LOCATION MAP**

Prepared By: The City of Ormond Beach
G.I.S. Department - February 23, 2021



Aerial exhibit of 1480 North U.S. Highway 1





Gowers Street looking east towards North U.S. Highway 1

02/24/2021 12:26

Gowers Street looking east towards North U.S. Highway 1

02/24/2021 12:27



Find your beach.

S.R. Perrott, Inc. Winner of the 2017 National & Southeast Region Gold Crown Network Award @SRPerrott

North U.S. Highway 1 frontage

02/24/2021 12:31

7.D.g

Flagler Road

02/24/2021 12:25



Attachment 2:

Site Plan Review
Committee outstanding
comments

Review Cycle	Department	Markup	Snapshot
2	Civil Engineer	File: 07 DRAINAGE.pdf ChangeMark: Civil-Ten Inch Discharge Pipe Description: Civil-Stormwater Pipe Comment: Please revise to the minimum pipe size of 15" per City of Ormond Beach Land Development Code, Section 3-58. The 10" throttle can be obtained by using an orifice at the upstream box. The 10" pipe normally is not easily maintained.	
2	Civil Engineer	File: 08 GRADING.pdf ChangeMark: Civil-Sheet 8 Description: Civil-Grading Comment: Add note to ensure this area is graded towards the swale not against the pavement and back of curb.	
2	Civil Engineer	File: 08 GRADING.pdf ChangeMark: Civil-Sheet 8 Description: Civil-Slot for island Comment: Show the path/slot for the surface water to flow this way.	
2	Civil Engineer	File: 08 GRADING.pdf ChangeMark: Civil-Roadside Swale Description: Civil-Roadside Swale Comment: The roadside swale appears to have high spots between the proposed MES and the existing headwall for the pipe under US1. Add note to ensure the flow is not impeded.	
2	Civil Engineer	File: 09 SECTIONS.pdf ChangeMark: Civil- Sheet 9 Description: Civil-Grade Comment: See note on Sheet 8 Grading Plan.	
2	Civil Engineer	File: 15 CITY DETAILS.pdf ChangeMark: Civil-Sheet 15 Description: Civil- Standard Details Comment: City of Ormond Beach Standard Details were updated in 2020, please see the new details on the City's website.	
2	Civil Engineer	File: 18 OVERSIZED TRUCK TURN.pdf ChangeMark: Civil-Dumpster Pick-Up Description: Civil-Dumpster Pick-Up Route Comment: Show the route for the dumpster pick-up.	
2	Civil Engineer	File: Stormwater Report_ACE_CITY.pdf ChangeMark: Civil-Stormwater Report Description: Civil-Hydraulic Gradient Comment: HGL for I-06 appears to be within 1/2" of the top of the grate. Based on LDC this situation is not ideal with out additional information. (3)Maximum hydraulic gradient shall be that slope which produces a velocity of ten feet (10') per second. When hydraulic calculations do not consider minor energy losses, the elevation of the hydraulic gradient for the design storm condition should be at least one foot (1') below the gutter or ground elevation. As a general rule, minor losses should be considered when the hydraulic gradient velocity exceeds six feet (6') per second or a lower velocity on critical systems. If all minor losses are calculated, it is usually acceptable for the hydraulic gradient to reach the gutter elevation. Calculations shall be made based on detention/retention ponds at design high water elevations. Please review and provide requested information.	
2	Landscape Architect	File: 04 SWPPP.pdf ChangeMark: CSC Description: Existing Trees Comment: - Please show tree protection barricade symbol around this natural area to be preserved, see green dashed square. - Please show the DBH of the tree with the red square around it?	
2	Landscape Architect	File: L1 TREE PRESERVATION.pdf ChangeMark: CSC Description: Tree Preservation Plan Comments Comment: - The 22" Cedar tree is missing from the removed specimen tree calculations. Only (1) 17" Oak tree is removed, please verify. - The 16" specimen Oak to be removed, not seeing this being removed, please verify. - The existing tree legend is missing the Magnolia and Hickory, please add these trees to the legend. - Please add the triangle symbol around the specimen Magnolia trees (12" & 14"). Also, state that this triangle symbol represents specimen trees. - Please show the DBH of the tree with the red square around it and add to the removed specimen calculations. - Please put an x mark on the Oak being removed on top of the proposed curb, see red x. - Please keep the trees and palms clouded in green. - On the protected tree mitigation chart, please type out the wording of the form and show the math. See my calculations in the reviewer folder. Also, see calculations for specimen trees required to be preserved. My calculations show 44 because (1) specimen tree needs to be accounted for, see previous comment.	
2	Landscape Architect	File: L2 LANDSCAPE.pdf ChangeMark: CSC Description: Landscape Comments L2: Comment: - Please add revision dates to your plans when submitting back to the City. - North Buffer: Take the buffer length 301' subtract out the driveway (32'), greenbelt (36'), 2 sidewalks (10') & west buffer (10') = 213' = 6 Required Trees, 64 shrubs & 64 ground covers. Please show the subtracted lineal footage from the buffer length. Currently only 4 BN trees within this buffer. - West Buffer: 344/100x3= 10 Required Trees, 103 shrubs & 103 ground covers - The south buffer will need trees show every 50' feet with the lawn area within the buffer and also this buffer requires a 5' wide visual screen per the LDC. - East Buffer, Greenbelt: Calculate the entire length 390'x36' = 14,040 sf/200= 70 Required Trees; Please show the math, 26 existing trees, 13 palms (3:1) = 4 trees = 30 trees + 42 (7 prop. 6" caliper Pines) = 72 Trees - The greenbelt buffer is missing existing trees, 6 Cedars, 4" Magnolia, 5"Oaks & 4" Oak. Please show all trees to remain to be saved as per the L1 plan. - Please space out the proposed TD trees at least 25-30' on center. These trees are huge in time. - Add the Magnolia to the existing tree legend. - The LJF will be 7 gallon to meet this specification. - Multi-trunk trees shall have a combined 6" caliper (BN). - The IE2 needs to be 10' height & 2.5" caliper to count toward the tree requirement. Also, the IE2 within a landscape island needs to be 3.5" caliper min. - The BF would be one gallon. - Please add a height and spread for VS. - Please reference existing palms and trees to remain. Show the canopy (dashed circle) of the 39" historic Oak. - The minimum tree requirements need to be shown on this plan. Please show the calculations, 2 ways, 1 tree per 1500 sf of lot area and 1 tree per 400 sf of landscape area. The greater number will apply for this requirement. For the landscape area calculation, please show the math, the impervious area (52,764 subtract out from the NIWI to pond bottom and this is will be the total landscape area), please make necessary corrections. (repeat comment) - Tree Credits As Follows: Remain = ?? Trees (please check math) Existing Palms to Remain (3:1) = ?? Trees Proposed 2.5" caliper trees (1 tree credit) = ?? Trees Proposed 3.5" caliper	

trees (2 tree credits) = ?? Trees Proposed 6" caliper trees (6 tree credits) = ?? Trees Proposed palms (3:1) # /3 = ?? Trees TOTAL TREES PROVIDED = ??
 Trees - How are you mitigating for the specimen trees, requires (17) 4.5" caliper trees and mitigation for the protected trees requires 79 trees at 2.5" caliper
 Provide a note that the protected trees mitigation will be satisfied with existing trees between 2"-5.99" inches, if these trees are deficient then trees at 10' height
 2.5" caliper will be required to be planted to meet this deficiency or donation into the Tree Fund.

7.D.g

- 2 Landscape Architect File: L4 IRRIGATION.pdf
 ChangeMark: CSC
 Description: Irrigation Comments
 Comment: - There is a total of 12 stations and not 16. - Twelve (12) zones there would be 12 valves. - Show sleeve size along Gowers driveway. - Please route the lateral lines for zones 11 & 12 to the proposed lawn area abutting the driveway & parking, so disturbance will not occur with this natural area/historic tree, see green clouded areas. Zone 11 please tie into the mainline along the west side to avoid tree disturbance.
- 2 Planning Director File: 01 COVER.pdf
 ChangeMark: SSS
 Description: Planning, site posting on/before 02.25.2021
 Comment: The applicant shall perform site posting in accordance with Section 1-15(f)(2)(c) of the Land Development Code. The sign posting criteria, examples of sign postings and a list of possible sign contractors has been uploaded with this project.
- 2 Planning Director File: A0.1.pdf
 ChangeMark: SSS
 Description: Planning, digital signatures
 Comment: All drawings and technical documents that need to be signed and sealed by a licensed design professional must be done so using a Digital Signature that contains a Public Key Certificate issued through a 3rd Party Certification Authority. This "Authority" is a commercial service paid for by the design professional to verify their identity through various methods and then issues a security certificate that contains both a Private Key that is password protected by the design professional and a public key that allows the recipient to download and view the certificate. Please provide the digital signature for this drawing. Electronic Signature Required. Survey shall be signed, dated and sealed and certified to the city in accordance with Section 4-06(4)b. of the Land Development Code. All drawings and technical documents that need to be signed and sealed by a licensed design professional must be done so using a Digital Signature that contains a Public Key Certificate issued through a 3rd Party Certification Authority. This "Authority" is a commercial service paid for by the design professional to verify their identity through various methods and then issues a security certificate that contains both a Private Key that is password protected by the design professional and a public key that allows the recipient to download and view the certificate. Please provide the digital signature for all architectural sheets submitted.
- 2 Utilities 1 File: 10 UTILITIES.pdf
 ChangeMark: Roger Smith
 Description: Utility Conflicts 1, 2 & 3 Elevations on Drainage Pipe
 Comment: The drainage pipe inverts from the storm page indicate an invert elevation of 25.6 to 25.7 (NOT 27.03). IF this Conflict detail is correct, then you do NOT have 2' of cover to the top of pipe but less than a foot which is not acceptable. However, it appears to me that the pipe at 25.7 will have sufficient clearance over your existing water main (12" +) and sufficient cover over the drainage pipe (over 2'). Which page is correct? Drainage or Utility Conflict? Please make revisions and re-verify that no vertical conflicts exist while providing sufficient cover.
- 2 Utilities 1 File: 10 UTILITIES.pdf
 ChangeMark: Roger Smith
 Description: Utility Conflicts 4 & 5: Drainage Pipe Elevations?
 Comment: On the Drainage sheet, Inlet Structure I-07 has inverts at 26.11 and 26.55. The U-Endwall invert is 26.37. However, on this conflict diagram, the drainage pipe is shown at 27.94 and the ground at 29.0. IF this is correct, then it appears that you do NOT have sufficient cover over the drainage pipe. Which page is correct? Please make revisions to ensure proper cover and re-verify that no vertical conflicts exist while providing sufficient cover.
- 2 Utilities 1 File: 10 UTILITIES.pdf
 ChangeMark: Roger Smith
 Description: Water service tap location?
 Comment: It would appear that simply shifting the proposed water service tap 5 to 10 feet in a NW direction will avoid a conflict between the service line and the drainage system structure I-06. The meter location can remain as shown.
- 2 Utilities 1 File: 10 UTILITIES.pdf
 ChangeMark: Roger Smith
 Description: Conflict 6 may NOT be necessary
 Comment: I have suggested shifting your service tap 5 to 10 feet in a NW direction to avoid conflicts with the drainage pipe and Drainage Structure I-06.
- 2 Utilities 1 File: L4 IRRIGATION.pdf
 ChangeMark: Roger Smith
 Description: Connection to Potable Water Service?
 Comment: It appears as if the plan is showing a connection to the potable water service with a backflow device. However, the plan states "Well and Backflow Preventer to be located in this bed." Will you please clearly remove any depictions that suggest a cross connection to the potable water service?

Attachment 3:

Applicant provided
information

Introduction:

Ormond Ace Hardware is a family owned and operated business that has been in Ormond Beach since the early 1970's. Mr. Gross purchased the existing Ace Hardware store located at 333 West Granada Boulevard in August of 2010 and operates the store with his two (2) daughters, Shannon Wooten and Stacey Crafton. Jeff Gross roots extend deep in the community. From 1980 to 1996, Jeff Gross managed Ormond Ace Hardware for his uncle, Robert Cohrs, who owned the business dating back to the 1970's. Ormond Ace Hardware is a full-service retail hardware store that has served the area for over 50 years. We are members of the Ormond Beach Chamber of Commerce, Ormond Beach Main Street and participate in several local community activities and sponsorships. We live, shop and support other local businesses within our community.

Ormond Ace Hardware offers customers a convenient service and friendly shopping experience. Popular brand names such as Stihl, Ego, Weber, Big Green Egg, DeWalt, Milwaukee and Craftman tools are available, as well as many others. We also specialize in those hard-to-find items and can special order over 90,000 products. Two key things that separate Ormond Ace Hardware from the competition, are convenience and service. These are tremendous values that Ormond Ace brings to our community as we strive to balance growth and quality of life.

Our family moved to Ormond Beach in 1980, both Shannon and Stacey grew up in Ormond Beach attending grade school and college in the area. My five grandchildren also live and attend school in Ormond Beach. Four out of five have started their first working experiences and are employed at Ormond Ace Hardware. Most of our residential and business customers call Ormond Beach home.

As the community grows and expands, we too are expanding the hometown, convenient hardware experience in hopes of servicing the needs of both our residential and business customers in the Ormond Crossings area. We are developing a branch location at 1480 N. U.S. Highway 1 as a second Ace Hardware store. We plan to enhance the gateway to Ormond Beach by adhering to the City's planning, landscape and building regulations. We will create more quality jobs and continue to serve the Ormond Beach Community with their hardware needs.

A large part of business is outdoor lawn and garden products consisting of fertilizers, mulches, decorative yard products, a variety of different types of soils, live plants and many other outdoor products. We are looking to add an outdoor selling and garden merchandise storage area with a drive through loading lane attached within a fenced area. Merchandise outdoors must be secured and protected in a manner that offers not only security but is also inviting for the customers.

We look forward to growing and expanding to Ormond Crossings and continuing to provide topnotch service to the residents and businesses in our community.

Site Plan:

The site is located at 1480 North U.S. Highway 1 at the intersection Gowers Street. The site is 2.693 acres with 1.211 acres of impervious surface. The site is required 51 parking spaces and 66 spaces are provided. Access to the site is from U.S. Highway 1 to Gowers Street or from Broadway Avenue to Flagler Road with two (2) driveway connection to Gowers Street for traffic circulation. The two (2) existing billboards will remain with a proposed 39-foot landscape buffer along U.S. Highway 1. A 5-foot public sidewalk will be provided along Gowers Street. Customer loading will be contained within the Garden Center loading area and will be away from the parking area and drives for safety and convenience. The proposed building setbacks area as follows:

Front U.S. Highway 1	= 20 feet
Front Gowers Street	= 10 feet
Rear	= 20 feet
Side	= 10 feet

Stormwater treatment will be provided by a wet detention pond that is designed per City LDC, SJRWMD and FDOT requirements. The site is designed to reduce overall impervious surface and to save existing specimen trees. The maximum allowable impervious surface is 75% and the proposed site only provides 45%.

Water service will be provided by 1" water meter connected to City of Ormond Beach 8-inch water main. Sanitary service will be provided by private lift station connected to City of Ormond Beach 8-inch force main. Fire protection will be provided by a proposed fire hydrant at U.S. Highway 1 and existing fire hydrant located at the rear of store at Flagler Road.

The landscape architecture design is an enhanced design that provides Florida Native landscaping and is designed to meet requirements of City of Ormond Beach LDC and Volusia County irrigation requirements. The site provides 15% tree protection of existing protected, specimen and historic trees. The site has one (1) historic tree and the tree is being saved within a large internal landscape area. Landscape buffers consists of the following:

Front U.S. Highway 1	= 39 feet
Front Gowers Street	= 10 feet
Rear	= 10 feet
Side	= 10 feet

Architecture:

The building contains approximately 14,185 square feet of air-conditioned retail space under roof. It features a second-level office suite of approximately 1,660 square feet. Included, under roof, is a 2,475 square feet covered, outdoor Garden Center. The building structure consists of a pre-engineered metal building (PEMB) frame with preformed, prefinished metal panel roofing and preformed, prefinished metal wall panels on the rear façade and the façade facing the retention pond. The facades facing U.S. 1 (front) and Gower Street are finished in painted stucco.

The architectural style as defined by the Ormond Beach Land Development Code (LDC 368(g)(1)) is **Neo- Eclectic** and features a colonnade along the front, with a central arched entry tower, bookended by two lower arched towers at each end. This colonnade tends to lower the scale of the otherwise tall building where the public would customarily enter. Exterior wall surfaces are punctured by storefront glazed entry doors and false windows along the front colonnade, and large windows and access doors on the rear and Gower Street sides.

Adjacent to the Garden Center is an open, drive-thru courtyard for the storage of bulk lawn and garden supplies. This area is surrounded by a 10'-0" high vinyl-coated, chain-link fence with black windscreen to block the views to the materials within.

Garden Center:

The garden center will be 2,475 square feet and is open air but covered and fenced in by a 10'-0" high vinyl-coated, chain-link fence with black windscreen to block views to the materials within from public right-of-way. The garden center will have products such as a few common lumber items, 2x4's, 4x4's, a few sheets of plywood, convenience lumber, cement products and an assortment of specialty garden soils, specialty fertilizers, plants and flowers, and anything else garden related.

The garden center will mainly be for large volume items both in retail sales and wholesale purchases. Items that are bought in large quantities by the pallet. This area will have pallet racking along the side of the building from the front of the store to the back. It will be a consumer-friendly area that will be inviting for customers to shop. On the outside of that area will be a fenced in drive through area that will allow the consumer to pull their car in the front and drive out the back for easy convenient loading of big bulky products. A big part of our business is service, and convenience and I can think of nothing more convenient then for the consumer to pull right up to a safe area and have their car loaded for them. This area will have different types of products such as a variety of mulches, decorative bags of rock and stone, large bags of soils, different types of salt products for pools and hardwater softeners.

The Garden Center will be staffed for loading assistance and will be very convenient for our customers to drive through, get assistance with loading of Lawn and Garden products and be able to drive right out the back of the parking lot.

The Garden Center area will also help to improve safety, so there will not be staff having to go out into the parking lot in traffic to help customers load their cars. It will improve the traffic flow by funneling customers who our purchasing these types of items to be able to pull in from the front of the parking lot and exit directly out the back of the parking lot. This will help with alleviating traffic congestion in the front of the store. This area will allow the consumer to personally load their own cars if they so desire safely without having to worry about parking lot traffic surrounding them.

The Lawn and Garden area will have many of the same products we carry now at our Granada location. The biggest difference will be the safety for both the consumer and store associate in not having to worry about parking lot traffic while conveniently loading their car.

Public Benefits:

The public benefits consists of widening the Gowers Street roadway from 20-feet to 24-feet wide and increases roadway radii at U.S. Highway 1 to increase the safety of the public right-of-way. The building will contain drive-thru loading area withing the Garden Center area to prevent loading from occurring within the parking lot and driveways. This will increase safety and convenience to customers. The site plan layout is designed to save a historic oak tree and to provide large areas of tree preservation along the south property line.

Waivers:

The site plan requests waivers for Gowers Street building setback from 20-feet required to 10-feet proposed. The setback waiver is requested to save a historic 39" oak tree. The proposed Gowers Street driveway connection is within 50-feet of the intersection of Gowers Street and Flagler Road. The driveway waiver is requested to minimize impact to existing trees along the south property line and impact to Flagler Road drainage swale.

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2	BOUNDARY AND TOPOGRAPHIC SURVEY
3	DEVELOPMENT INFORMATION
4	DEMOLITION, TREE REMOVAL AND SWPPP PLAN
5	SWPPP DETAILS AND NOTES
6	SITE LAYOUT PLAN
7	DRAINAGE PLAN
8	GRADING PLAN
8.1	RETAINING WALL DETAILS
8.2	RETAINING WALL NOTES
9	CROSS SECTIONS
10	UTILITY PLAN
11	LIFT STATION DETAILS
12	UTILITY DETAILS
13	MISCELLANEOUS DETAILS AND NOTES
14	CITY DETAILS AND NOTES
15	CITY DETAILS AND NOTES
16	MAINTENANCE OF TRAFFIC
17	OVERSIZED TRUCK PLAN
L1	TREE PRESERVATION PLAN
L2	LANDSCAPE PLAN
L3	LANDSCAPE DETAILS
L4	IRRIGATION PLAN
L5	IRRIGATION DETAILS

LEGAL DESCRIPTION

THOSE PORTIONS OF NATIONAL GARDENS SUBDIVISION, AS PER MAP BOOK
RECORDED IN MAP BOOK 10, PAGE 250 TO 253, INCLUSIVE, OF THE PUBLIC
RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING WESTERLY AND SOUTHERLY OF
U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) DESCRIBED AS FOLLOWS:

ALL OF BLOCK 59.

PROJECT STATEMENT

PROPOSED 11,969 SF, 2-STORY ACE HARDWARE BUILDING WITH A 6,612 SF OUTDOOR GARDEN CENTER AND 66 PARKING SPACES. PROJECT SITE IS 2.693 ACRES WITH 1.211 ACRES OF IMPERVIOUS SURFACE. BUILDING ARCHITECTURAL STYLE IS "NEO-ECLECTIC".

JURISDICTIONAL AGENCY PERMIT No.

CITY OF ORMOND BEACH (DEVELOPMENT ORDER)	PZ-21-011
FDEP 10/2 SELF-CERTIFICATION (STORMWATER)	0397834001EG
FDEP WASTEWATER	
FDEP (NOI)	FLR10T299
FDOT (ACCESS)	2020-A-591-00062
FDOT (DRAINAGE)	2020-D-591-00047

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

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SITE PLAN DRAWINGS FOR



SECTION 36, TOWNSHIP 13, RANGE 31

31-36-01-59-0010

1480 N. U.S. HIGHWAY 1

ORMOND BEACH, FL 32174

REVISÉ FÉVRIER 2021



AERIAL MAP

SCALE: 1" = 600'



LOCATION MAP

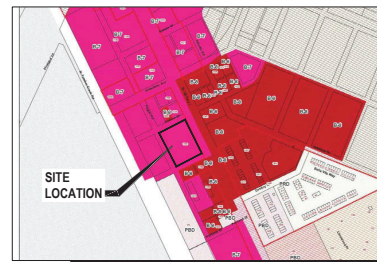
SCALE: 1" = 600'



FLOOD ZONE MAP

SCALE: 1" = 600'

FLOOD ZONE "X" PER FEMA MAP PANEL No.
12127C0203 K, DATED SEPTEMBER 29, 2017



ZONING MAP

SCALE: 1" = 600'

ZONING : B-7 (HIGHWAY TOURIST COMMERCIAL)



SOILS MAP

SCALE: 1" = 600'

SOIL TYPE: (32) MYAKKA-MYAKKA, WET, FINE SANDS,
0 TO 2 PERCENT SLOPES

PROJECT TEAM

7.D.g

PROPERTY OWNER & APPLICANT: GROSS FAMILY PROPERTIES NG, LLC
333 WEST GRANADA BOULEVARD, STE 220
ORMOND BEACH, FL 32174
PHONE: (386) 562-0906
EMAIL: JGROSS@ORMONDACEHARDWARE.COM

ENGINEER/
PROJECT MANAGER/
LANDSCAPE
ARCHITECT:

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EMAIL: BPOHL@UNIVERSALENGINEERING.COM

CONTACT NUMBERS

BUILDING & PERMITS - CITY OF ORMOND BEACH BUILDING DIVISION (386) 676-3234
PLANNING & ZONING - CITY OF ORMOND BEACH PLANNING DEPT. (386) 676-3238
WATER - CITY OF ORMOND BEACH PUBLIC WORKS (386) 676-3220
WASTEWATER - CITY OF ORMOND BEACH PUBLIC WORKS (386) 676-3220
GAS - TECO PEOPLES GAS - (386) 672-2232
ELECTRIC - FLORIDA POWER & LIGHT (386) 257-7502
TELEPHONE/CABLE - AT&T (386) 254-8550



WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

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www.newkirk.com

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Landscape Architecture

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HARRY R. NEWKIRK, P.E. # 62971
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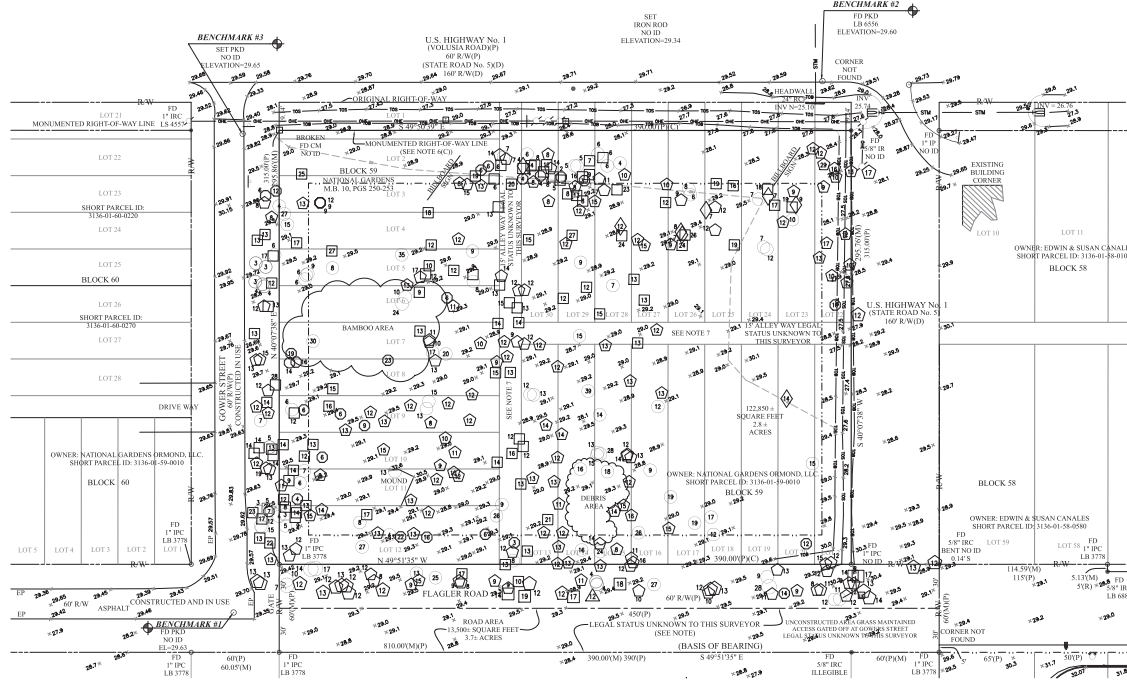
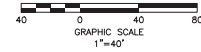
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LEGAL DESCRIPTION:

THOSE PORTIONS OF NATIONAL GARDENS SUBDIVISION, AS PER MAP BOOK RECORDED IN MAP BOOK 10, PAGE 250 TO 253, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING WESTERLY AND SOUTHERLY OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) DESCRIBED AS FOLLOWS:

ALL OF BLOCK 59

ACE HARDWARE
1480 N. U.S. Highway 1
Ormond Beach
Florida



6" & ABOVE ON ALL TREES
 EXCEPT PINES (10" & ABOVE)
 (INTERIOR OF BUFFER)

LEGEND / SYMBOLS / COUNT:

CEDAR	16
OAK	54
PALM	111
PINE	65
MAGNOLIA	7
ON SITE: 202 TOTAL	

6" & ABOVE ON ALL TREES
 EXCEPT PINES (10" & ABOVE)
 (OFFSITE / OUTSIDE BOUNDARY)

LEGEND / SYMBOLS / COUNT:

CEDAR	4
OAK	15
PALM	54
PINE	24
HICKORY	1
OFF SITE: 98 TOTAL	

LEGEND:

CT	CALCULATED	●	IRON ROD & / OR CAP (AS NOTED)	◆	BENCHMARK (AS NOTED)
CM	4"X4" CONCRETE MONUMENT (AS NOTED)	□	4" X 4" CONCRETE MONUMENT (AS NOTED)	■	CATCH BASIN
ED	DESCRIPTION OR DEED	○	IRON PIPE & / OR CAP (AS NOTED)	▤	MITERED END SECTION
DWG	DRAWING	—	—	☎	TELEPHONE PEDESTAL
EL	EDGE OF PAVEMENT	—	—	☎	FIBRE OPTIC PEDESTAL
FL	ELEVATION	—	—	—	EXISTING GROUND ELEVATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	—	—	—	EXISTING HARD ELEVATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	—	—	—	
FIRM	FLOOD INSURANCE RATE MAP	—	—	—	
FL	FLORIDA	—	—	—	
ID	IDENTIFICATION	—	—	—	
IRCD	IRON ROD AND CAP (AS NOTED)	—	—	—	
IRPD	IRON PIPE AND CAP (AS NOTED)	—	—	—	
LB	LICENSED BUSINESS	—	—	—	
LC	LICENSED CORPORATION	—	—	—	
LFLC	LIMITED LIABILITY COMPANY	—	—	—	
LS	LICENSED SURVEYOR	—	—	—	
M	MEASURED	—	—	—	
MB	MAP BOOK	—	—	—	
NAVD	NORTH AMERICAN VERTICAL DATUM	—	—	—	
N/A	NOT APPLICABLE AND/OR NOT AVAILABLE	—	—	—	
NOVD	NATIONAL GEODETIC VERTICAL DATUM	—	—	—	
Ns	NUMBER	—	—	—	
N/P	NOT POINTED ON PANEL	—	—	—	
P	PLAT	—	—	—	
PQ	PAGE	—	—	—	
P.A.	PROFESSIONAL ASSOCIATION	—	—	—	
PKD	PARKER KALON NAIL AND DISK (AS NOTED)	—	—	—	
R	RECORD	—	—	—	
R/W	RIGHT-OF-WAY	—	—	—	
SAW	SANITARY SEWER	—	—	—	
WO	WORK ORDER NUMBER	—	—	—	

2" - 5" ON ALL TREES
 EXCEPT PINES (2" - 9")
 (BUFFER AREA)

TREE LEGEND / SYMBOLS / COUNT:

CEDAR	9
OAK	11
PINE	13
MAGNOLIA	01
34 TOTAL	

2" - 5" ON ALL TREES
 EXCEPT PINES (2" - 9")
 (OUTSIDE BOUNDARY / OFFSITE)
 TREE LEGEND / SYMBOLS / COUNT:

OAK	9
PINE	7
MAGNOLIA	01
17 TOTAL	

GENERAL NOTES:

- BEARING STRUCTURE ASSUMED (S 49°51'35" E) ALONG THE WESTERLY LINE OF FLAGLER ROAD (60' R/W). FOR ANGLE MEASUREMENT ONLY.
- LEGAL DESCRIPTION TAKEN FROM OFFICIAL RECORDS BOOK 600, PAGE 2863 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. WE ARE A PORTION OF LEGAL IN SAID OFFICIAL RECORDS BOOK. NO TITLE WORK PROVIDED.
- RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS (), WHEN DIFFERS FROM MEASURED.
- DATA SOURCES:
ELEVATIONS REFER TO (NAVD 88) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK, DESIGNATION IS A NATIONAL GEODETIC SURVEY (NGS) POINT, DESIGNATION: 3 266, FID, ADJUS, ELEVATION: 29.48 FEET.
C) BENCHMARK #1 FOUND PARKER KALON NAIL AND DISK, NO ID, ALONG THE SOUTHERLY EDGE OF PAVEMENT OF U.S. HIGHWAY (STATE ROAD NO. 5), ELEVATION - 29.65 FEET.
A) BENCHMARK #1 SET IRON ROD, NO ID, IN THE SOUTHERLY RIGHT-OF-WAY ALONG U.S. HIGHWAY (STATE ROAD NO. 5), ELEVATION - 29.63 FEET.
B) BENCHMARK #2 FOUND PARKER KALON NAIL AND DISK, LB 6556, ALONG THE SOUTHERLY EDGE OF PAVEMENT OF U.S. HIGHWAY (STATE ROAD NO. 5), ELEVATION - 29.60 FEET.
C) BENCHMARK #3 FOUND PARKER KALON NAIL AND DISK, NO ID, ALONG THE SOUTHERLY EDGE OF PAVEMENT OF U.S. HIGHWAY (STATE ROAD NO. 5), ELEVATION - 29.65 FEET.
- FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) FIRM (FEDERAL INSURANCE RATE MAP), CITY OF ORMOND BEACH, FLORIDA, COMMUNITY NO. 121136, MAP NO. 12127 C 0184 4, DATED: SEPTEMBER 29, 2017. THE PROPERTY IS IN FLOOD ZONE "C".
- HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HISTORICAL DATA REFERENCES, DATE OF ORIGINAL PLAT:
A) NATIONAL GARDENS SUBDIVISION, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
B) OFFICIAL RECORDS BOOK 528, PAGE 355 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
C) FLORIDA DEPARTMENT OF TRANSPORTATION SECTION No. 7961.17, DATED 09-30-54.
- THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED SUCH AS DEEDS OR SURVEY HELPERS FROM OTHER SURVEYS THAT ARE NOT ON RECORD TO AIA SURVEYING AT THE TIME OF SURVEY. AIA SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.
- SHOWN IN OFFICIAL RECORDS BOOK 528, PAGE 355 AND ON SAID PLAT OF NATIONAL GARDEN, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THERE ARE 17 ALLEYWAYS SHOWN IN BLOCK 59. LEGAL STATUS UNKNOWN TO THIS SURVEYOR.
- NO UNDERGROUND UTILITIES LOCATED, EXCEPT AS SHOWN AND LOCATED PER MARKINGS BY OTHERS AT TIME OF SURVEY.
- LIMITATIONS:

- THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5-17.0522(D)(4) AND THE AIA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY, ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, AND/OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR. PER TITLE COMMITMENT, THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PROVIDED.
- IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS, HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRORS OR INCOMPLETE INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNERS CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUTES CHAPTER RULE 5-17.0513(3)(5)(6).
- THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.
- TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.
- TREE INFORMATION:
TREES AS SHOWN ON THE SURVEY IS FOR THE LOCATION AND DIAMETER TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL, APPROXIMATELY CHEST HEIGHT. THE TREE IDENTIFICATION SHOWN IS USUALLY A COMMONLY KNOWN NAME, HOWEVER, THE ACCURACY OF THE SPECIES OF SAID IDENTIFICATION SHOULD BE IDENTIFIED AND CONSULTED BY AN ARBORIST OR ANY OTHER PROFESSIONAL LICENSED TO IDENTIFY TREES (LANDSCAPE ARCHITECT, ENVIRONMENTALIST, ETC.). IDENTIFICATION IS OUT OF THE EXPERTISE OF A FLORIDA SURVEYOR OR MAPPER, UNLESS THEY POSSESS SUCH CERTIFICATES.
- TOPOGRAPHIC SURVEY:
CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.

CERTIFIED TO:

TYPE OF SURVEY:
 Boundary, Topographic & Special Purpose
 REVISIONS:
 Added Trees: 01/20/2021

Field Work by: KM Date: 01/02/21 Office Work by: TE Date: 01/20/21
 Field Book: 1 Page: Scale: 1" = 40'

SITE ADDRESS:
 1480 N. US Highway 1
 Ormond Beach, Florida
 PROJECT:
 19-_____

AIA SURVEYING, INC.
 Professional Surveyor
 Phone: 386.216.5777
 555 W Granada Blvd, Suite 100, Ormond Beach, Florida 32174, LB 8205
 THE FOREGOING PLAT IS HEREBY CERTIFIED TO BE A TRUE AND CORRECT REPRESENTATION OF THE ORIGINAL SURVEY AND THE SIGNATURE AND SEAL OF THE SURVEYOR.
 01/21/2021
 PSAM 06378
 David McMillen

GENERAL CONSTRUCTION NOTES

1. GOVERNING SPECIFICATIONS: THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, CITY OF ORMOND BEACH STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION.
2. ALL CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY SHALL CONFORM TO THE 2019-2020 EDITION OF THE FOOT DESIGN STANDARD PLANS, THE 2019 EDITION OF THE FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE 2017 EDITION OF THE FOOT UTILITY ACCOMMODATIONS MANUAL.
3. ALL UTILITY MATERIAL, CONSTRUCTION AND TESTING COVERED BY THESE DRAWINGS SHALL COMPLY WITH THE CITY OF ORMOND BEACH STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY WORK AND CONNECTIONS SHALL BE COORDINATED WITH THE CITY OF ORMOND BEACH INSPECTOR.
4. THE CONTRACTOR SHALL PAY FOR AND OBTAIN A BUILDING PERMIT. THE ENGINEER WILL SCHEDULE THE PRECONSTRUCTION CONFERENCE BEFORE THE CONTRACTOR'S START OF WORK. THE CONTRACTOR SHALL CONTACT THE BUILDING DEPARTMENT AT (386) 676-3234 FOR INFORMATION ON ISSUANCE OF CITY PERMITS AND/ OR OTHER REQUIREMENTS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.
6. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
7. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
8. ONLY ONE TEMPORARY CONSTRUCTION SIGN IS PERMITTED, NOT TO EXCEED 32 SQUARE FEET IN SIGN AREA, MAXIMUM HEIGHT OF 8 FEET AND NO CLOSER THAN 10 FT FROM PUBLIC RIGHT-OF-WAY. THE CONTRACTOR SHALL APPLY FOR A TEMPORARY SIGN PERMIT AT THE CITY OF ORMOND BEACH BUILDING DEPARTMENT. THE SIGN MUST BE REMOVED UPON RECEIPT OF THE CERTIFICATE OF OCCUPANCY.
9. LITTER CONTROL: MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION.
10. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
11. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY OR ENGINEER AT THE CONTRACTOR'S EXPENSE.
12. THERE SHALL BE NO DEVIATIONS FROM THESE PLANS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.
13. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
14. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.
16. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
17. PRIOR TO REMOVING CURB OR GUTTER, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
18. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.
19. CONCRETE WALKS SHALL BE 4 INCHES THICK DRAVING A 3,000 PSI STRENGTH, POURED OVER PROPERLY PREPARED SUBGRADE. ALL CONCRETE SIDEWALKS SHALL BE 8 INCHES THICK ACROSS DRIVEWAYS. 1/2 INCH EXPANSION JOINTS SHALL BE PLACED AT A MAXIMUM OF 50'. CRACK CONTROL JOINTS SHALL BE 5' ON CENTERS.
20. CORE TESTS SHALL BE TAKEN TO VERIFY THICKNESS AND SUBSURFACE COMPACTION. PROVIDE FOR THREE SAMPLES, RANDOMLY LOCATED. TEST FOR EXTRACTION, GRADATION, LABORATORY DENSITY, AND MARSHALL'S STABILITY. PROVIDE A CERTIFICATE FROM THE TESTING AGENCY THAT MATERIALS AND INSTALLATION COMPLY WITH SPECIFICATIONS. SIGNED BY THE ASPHALTIC CONCRETE PRODUCER AND CONTRACTOR. ALL COSTS OF TESTS SHALL BE PAID BY THE CONTRACTOR. IF TESTS SHOW THE INSTALLATION DOES NOT MEET SPECIFICATIONS, THE PAVING SHALL BE REMOVED, REPLACED, AND RETESTED.
21. IF ANY MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
22. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (8% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
23. NO BURYING OF ANY ORGANIC MATERIALS ALLOWED.
24. THERE WILL BE NO PROPOSED OVERHEAD UTILITY AND SERVICE LINES ASSOCIATED WITH THIS PROJECT. ALL UTILITY LINES AND SERVICES WILL BE INSTALLED UNDERGROUND AT THE OWNER'S, DEVELOPERS OR BUILDER'S EXPENSE.
25. SET UP AND WORK ON SHOULDER AND WITHIN TRAVEL WAY SHALL ONLY OCCUR BETWEEN THE HOURS SPECIFIED ON THE CITY OF ORMOND BEACH ROW PERMIT. ALTERNATIVELY, WORK CAN BE SCHEDULED DURING SCHOOL HOLIDAYS OR ON WEEKENDS.

SITE AND GENERAL INFORMATION

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 117,316 SF OR 2.693 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PERFORMED BY A1A SURVEYING, INC. (SEE SHEET No. 2 OF THESE PLANS).
2. THE ZONING IS B-7 (HIGHWAY TOURIST COMMERCIAL).
3. THE TAX PARCEL NUMBER IS 31-36-01-59-0010.
4. THE EXISTING SITE CONDITION IS AN UNDEVELOPED, WOODED LOT. THE FLUICFS LAND USE IS (B-7) HIGHWAY TOURIST COMMERCIAL.
5. PER THE USDA NATIONAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOILS MAP INDICATES THE SITE CONSISTS OF (32) MYAKKA-MYAKKA, WET, FINE SANDS, 0 TO 2 PERCENT SLOPES.
6. THE SITE IS LOCATED WITHIN ZONE "C" PER FEMA MAP PANEL NO. 12127C0203 K, DATED SEPTEMBER 29, 2017.
7. ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY FLORIDA POWER & LIGHT. NATURAL GAS WILL BE PROVIDED BY TECO PEOPLES GAS COMPANY. TELEPHONE, CABLE AND INTERNET SERVICE WILL BE PROVIDED BY AT&T. CABLE TV AND INTERNET CAN ALSO BE PROVIDED BY SPECTRUM NETWORKS.
8. SOLID WASTE WILL BE COLLECTED AND DISPOSED OF BY WASTE MANAGEMENT, INC.
9. THE SITE IS NOT LOCATED WITHIN THE LIMITS OF A WELLHEAD PROTECTION ZONE AND THERE IS NO ORDINARY HIGH WATER (QHW) LINE WITHIN THE SITE.
10. STORMWATER WILL BE PROVIDED BY A WET DETENTION POND SYSTEM DESIGNED SO THAT THE POST DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PREDEVELOPMENT DISCHARGE RATE AND VOLUME FOR MEAN ANNUAL, 25-YEAR, AND 100-YEAR 24-HOUR, STORM EVENTS.
11. POTABLE WATER SERVICE WILL BE PROVIDED BY 1" WATER METER CONNECTION TO CITY 12" WATER MAIN.
12. IRRIGATION SERVICE WILL BE PROVIDED BY PRIVATE WELL.
13. ALL ON-SITE WATER AND SEWER FACILITIES ARE OWNED AND MAINTAINED BY THE PROPERTY OWNER.
14. WASTEWATER WILL BE PROVIDED BY A PRIVATE LIFT STATION CONNECTED TO CITY 8" FORCE MAIN.

LEGEND

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE. SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

	BENCHMARK ID		4" BY 4" CONCRETE MONUMENT
	BORING ID		EXISTING EASEMENT
	EXISTING CABLE TV PEDESTAL		EXISTING UNDERGROUND FIBER OPTIC CABLE
	EXISTING CAP OR PLUG		EXISTING FORCE MAIN (# INDICATES SIZE)
	EXISTING CLEAN OUT		EXISTING GAS MAIN
	EXISTING CONDUIT RISER/ MARKER		EXISTING OVERHEAD ELECTRIC CABLES
	EXISTING ELECTRIC METER		EXISTING OVERHEAD TRAFFIC SIGNAL CABLE
	EXISTING ELEVATION (SOFT)		EXISTING RAW WATER MAIN (# INDICATES SIZE)
	PROPOSED ELEVATION (SOFT)		EXISTING RECLAIM WATER MAIN (# INDICATES SIZE)
	PROPOSED ELEVATION (HARD)		PROPOSED SANITARY SEWER (# INDICATES SIZE)
	EXISTING FIRE HYDRANT		PROPOSED WATER MAIN (# INDICATES SIZE)
	PROPOSED FIRE HYDRANT		EXISTING CONTOUR
	EXISTING FLOW DIRECTION		PROPOSED CONTOUR (SOFT)
	PROPOSED FLOW DIRECTION		PROPOSED CONTOUR (HARD)
	EXISTING GAS METER		EXISTING UNDERGROUND TELEPHONE CABLE
	EXISTING GAS VALVE		EXISTING UNDERGROUND TELEVISION CABLE
	EXISTING GUY WIRE & ANCHOR PIN		EXISTING UNDERGROUND ELECTRICAL POWER CABLE
	EXISTING MAIL BOX		JURISDICTIONAL WETLAND LINE
	EXISTING MANHOLE (UNKNOWN)		EXISTING SANITARY SEWER (# INDICATES SIZE)
	PROPOSED MANHOLE		EXISTING WATER MAIN (# INDICATES SIZE)
	EXISTING SANITARY SEWER CLEANOUT		EXISTING PIPE OR CONDUIT (TYPE SPECIFIED)
	EXISTING SANITARY SEWER MANHOLE		EXISTING SWALE OR CENTER OF DITCH
	EXISTING ROAD SIGNS AND POSTS		PROPOSED SWALE OR CENTER OF DITCH
	PROPOSED SIGN AND POST		EXISTING TOP OF DITCH BANK
	EXISTING TEE		EXISTING BOTTOM OF DITCH BANK
	EXISTING UTILITY POLE		EXISTING WOOD FENCE
	EXISTING VALVE IRRIGATION		EXISTING WIRE OR CHAIN LINK FENCE
	EXISTING VALVE WATER		PROPOSED WIRE OR CHAIN LINK FENCE
	PROPOSED VALVE WATER		PROPOSED SILTSEDIMENT FENCE
	EXISTING WATER METER		PROPOSED COIR ROLL OR WATTLE
	EXISTING STORM SEWER WITH INLET		PROPOSED FLOATING TURBIDITY BARRIER
	12" IRON ROD (N.O.D.)		PROPOSED TREE PROTECTION

SITE DEVELOPMENT USAGE

1. SETBACK:	BUILDING	LANDSCAPE
FRONT (U.S. HIGHWAY 1)	20 FEET	36 FEET
REAR (SOUTH)	20 FEET	10 FEET
SIDE (GOWERS ST)	20 FEET	10 FEET
SIDE (EAST)	10 FEET	10 FEET

2. PROPOSED SITE COVERAGE:	SQ. FT	ACRE	%
BUILDING & GARDEN CENTER	18,581	0.427	15.8 (40% MAX)
PAVEMENT	21,722	0.729	27.0
CONCRETE SIDEWALKS / PATIOS	2,451	0.056	2.1
INTERIOR LANDSCAPE	28,755	0.660	24.5
EXTERIOR LANDSCAPE	17,359	0.412	15.4
TREE PRESERVATION	17,838	0.410	15.2
TOTAL SITE	117,316	2.693	100.00
TOTAL IMPERVIOUS	52,764	1.211	45.0
WET DETENTION POND	9,121	0.209	7.8
TOTAL OPEN SPACE	55,431	1.273	47.2
MAX IMPERVIOUS LOT COVERAGE	0.45	(0.75 MAX)	

3. PARKING REQUIREMENTS:

PARKING REQUIRED	1 SPACE PER 250 SF RETAIL & OFFICE
11,589 SF RETAIL + 1,089 SF OFFICE	= 12,678 SF
12,678 SF / 250 = 50.7	= 51 SPACES

4. PARKING PROVIDED:

SPACES	%
HANDICAP	5
STANDARD	63
TOTAL PARKING PROVIDED	68
	100.0

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2020 / 2021 AND QUALIFIED PRODUCTS LIST

INDEX NO.	DESCRIPTION	INDEX NO.	DESCRIPTION
102	MAINTENANCE OF TRAFFIC	102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL
425-010	STRUCTURE EROSION AND SEDIMENT CONTROL		THROUGH WORK ZONES
205	PIPE BACKFILL	102-602	TWO-LANE, TWO-WAY, WORK ON SHOULDER
425-024	CURB INLET PORT TYPE B	102-603	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY
520-001	CURBS & CURBS AND GUTTER	102-612	MULTI-LANE, WORK ON SHOULDER
522-002	PUBLIC SIDEWALK CURB RAMP	102-660	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS
350-001	CONCRETE PAVEMENT JOINTS	515-002	ALUMINUM PEDESTRIAN / BICYCLE PICKET RAILING
522-001	CONCRETE SIDEWALK	700-101	TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COLUMN SIGNS
514	OPTIONAL BASE GROUP AND STRUCTURAL NUMBERS	711-001	SPECIAL MARKING AREAS

FOOT GENERAL NOTES:

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITHIN THE FOOT ROW.
3. ALL WORK PERFORMED WITHIN THE FOOT ROW SHALL BE IN ACCORDANCE WITH THE 2019 EDITION OF THE FOOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2017 EDITION OF THE FOOT UTILITY ACCOMMODATION MANUAL, AND FOOT STANDARD PLANS FY 2019-20.
4. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FOOT FACILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
5. ANY TEST RESULTS TAKEN DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE DEPARTMENT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEAREST JOINT IN GOOD CONDITION, SO A CONNECTION THAT IS FREE OF CRACKS, DEFORMITIES OR VOIDS & IRREGULARITIES ARE NOT DETECTIVE.
7. ALL STRIPING WITHIN THE FOOT RIGHT-OF-WAY SHALL BE PERFORMED THERMOPLASTIC.
8. ALL CONCRETE SHALL BE AN APPROVED FOOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED INSIDE FOOT ROW SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED PRODUCTS LIST.
10. ALL CONSTRUCTION SHALL BE STAGED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
11. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARRICADE PLAN TO THE ENGINEER FOR APPROVAL WITH THE BID. INCLUDE THE MOT PLAN AT THE PRECONSTRUCTION MEETING.
12. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND THE FOOT INSPECTOR NOTIFIED FOR APPROVAL.
13. ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL PAVING WORK IS COMPLETE. ALL BARRICADES SHALL BE VERIFIED IN PLACE BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
14. SO ALL DISTURBED AREAS IN RIGHT-OF-WAY WITHIN 60 FEET OF THE EXISTING RIGHT-OF-WAY SHALL BE RESTORED TO ORIGINAL CONDITION.
15. THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA).
16. ALL SIGNS AND PAVEMENT MARKINGS THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITIONS.
17. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO FOOT STANDARD INDEX NO. 711-001.
18. IN THE EVENT PERMANENT VEHICLE DETECTION IS DISRUPTED, PROVIDE AN ALTERNATIVE MEANS OF DETECTION TO ALL LANES APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION. THE TYPE OF DETECTOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. EQUIPMENT SHALL ONLY DETECT THE INTENDED MOVEMENT.
19. THERE SHALL BE NO 90+LANE CLOSURES DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
20. THERE SHALL BE NO 90+LANE CLOSURES DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
21. CONTRACTOR TO PROVIDE TEMPORARY VIDEO DETECTION FOR SIGNAL WHILE LOOPS ARE DISTURBED DURING MILLING AND RESURFACING.

ABBREVIATIONS

AWWA	AMERICAN WATER WORKS ASSOCIATION	GW	GROUND WATER HANDICAP	R	RADIUS
CMP	CORRUGATED METAL PIPE	HIC	HIGH DENSITY POLYETHYLENE	RCP	REINFORCED CONCRETE PIPE
CPP	CORRUGATED PLASTIC PIPE	HOPE	HORIZONTAL PERMEABILITY	RFM	REFLECTIVE PAVEMENT MARKER
CTV	CABLE TELEVISION DUCTILE IRON PIPE	INV	INVERT	R/W	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE	K ₁	KNOCK OUT	SAN	SANITARY
ESMT	EASEMENT	K ₂	KNOCK OUT	SH	SEASONAL HIGH
EXIST	EXISTING	LF	LINEAL FEET	SMH	SANITARY MANHOLE
FAC	FLORIDA ADMINISTRATIVE CODE	MB	MAP BOOK	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	MES	METERED END SECTION	SS	SANITARY SEWER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	MJ	MECHANICAL JOINT	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
PH	FIRE HYDRANT	N/A	NOT APPLICABLE	TSB	TEMPORARY SEDIMENT BASIN
FOC	FIBER OPTIC CABLE	NIC	NOT IN CONTRACT	TYP	TYPICAL
FF EL	FINISH FLOOR ELEVATION	NOVO	NATIONAL GEODETIC DATUM	UGE	UNDERGROUND ELECTRIC
FR/L	FLORIDA POWER & LIGHT	OHE	OVERHEAD ELECTRIC	UGT	UNDERGROUND
FM	FORCE MAIN	OR	OFFICIAL RECORD		TELEPHONE
FPD	FEET PER DAY	PG	PAGE	USACOE	UNITED STATES ARMY CORP OF ENGINEERS
G	GAS	PSI	POUNDS PER SQUARE INCH	W	WATER (POTABLE)
		PVC	POLYVINYL CHLORIDE		
		PWMT	PAVEMENT		

SITE GEOTECHNICAL CONSIDERATIONS

SEE GEOTECHNICAL REPORT UNIVERSAL ENGINEERING SCIENCES, INC. (REPORT #125160, DATED SEPTEMBER 16, 2019) FOR ALL SUBSURFACE CONDITIONS, GROUNDWATER, SITE PREPARATION FOR PAVEMENT AND ALL EARTHWORK REQUIREMENTS.

7.D.g

2401 CITY COMMENTS

1239 North US1, Suite 3
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NEW KIRK
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ACE
Hardware

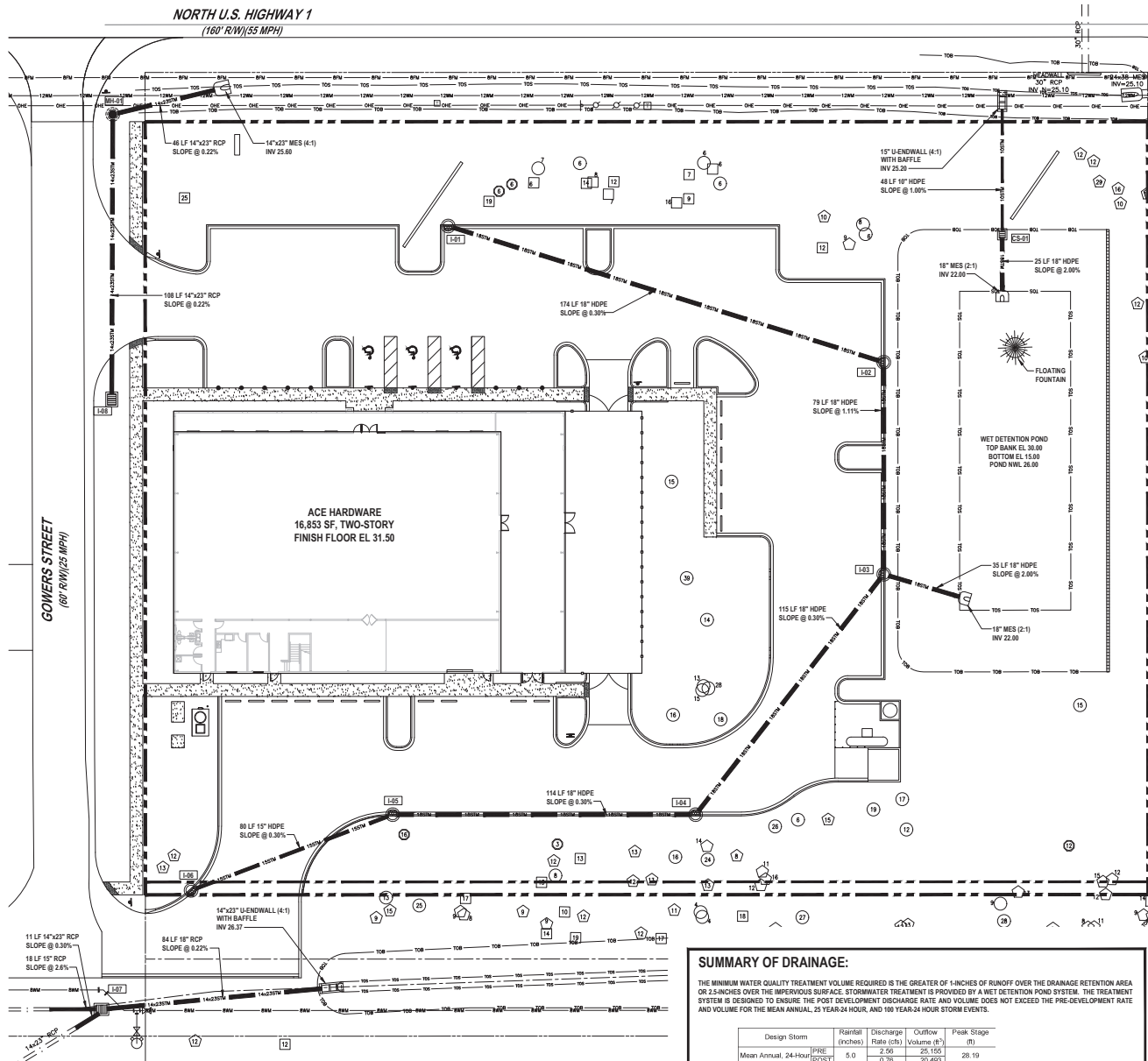
DEVELOPMENT INFORMATION
ACE HARDWARE
1480 NORTH U.S. HIGHWAY 1
ORMOND BEACH, FLORIDA 32174

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HARRY H. NEWKIRK, P.E. # 02971

PROJECT No: 2019-06
DATE: NOVEMBER 2020
DESIGN BY: HHN
DRAWN BY: BWV
CHECKED BY: HHN

SCALE:
DRAWING NUMBER
3



DRAINAGE PIPE MINIMUM SLOPE REQUIREMENTS						
PIPE SIZE (IN)	SELF-CLEANSING VELOCITY (FPS)	MANNINGS (N)	RADIUS (FT)	CROSS-SECTIONAL AREA (FT ²)	WETTED PERIMETER	MINIMUM SLOPE (FT / 100 FT)
15	3.0	0.012	0.8	1.2275	3.0289	0.0027
18	3.0	0.012	0.75	1.767	FULL & 1/2 FULL	0.0022

SUMMARY OF DRAINAGE:

THE MINIMUM WATER QUALITY TREATMENT VOLUME REQUIRED IS THE GREATER OF 1-INCHES OF RUNOFF OVER THE DRAINAGE RETENTION AREA OR 2.5-INCHES OVER THE IMPERVIOUS SURFACE. STORMWATER TREATMENT IS PROVIDED BY A WET DETENTION POND SYSTEM. THE TREATMENT SYSTEM IS DESIGNED TO ENSURE THE POST DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PRE-DEVELOPMENT RATE AND VOLUME FOR THE MEAN ANNUAL, 25 YEAR-24 HOUR, AND 100 YEAR-24 HOUR STORM EVENTS.

Design Storm	Rainfall (inches)	Discharge Rate (cfs)	Outflow Volume (ft ³)	Peak Stage (ft)
Mean Annual, 24-Hour	PRE 5.0	2.50	25,155	29.19
	POST 9.0	0.78	20,493	
25 Year, 24-Hour	PRE 9.0	3.09	29,618	29.19
	POST 11.0	4.65	53,817	
100 Year, 24-Hour	PRE 11.0	7.92	77,782	29.66
		15.18	151,201	
TREATMENT VOLUME REQUIRED (CF)		16.607		
TREATMENT VOLUME PROVIDED (CF)		17.077		
TREATMENT VOLUME RECOVERY (HOURS)			32.1	

GENERAL DRAINAGE NOTES:

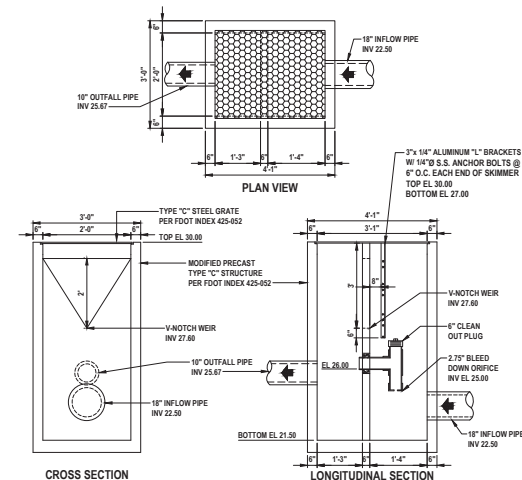
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
- ALL PIPE FROM THE BUILDING DRAINS SHALL BE SMOOTH INTERIOR CORRUGATED EXTERIOR (SICE) HDPE OR PVC SCH 40.
- ALL STORM PIPE SHALL BE CONSTRUCTED OF HDPE (SICE) PIPE WITH CERTIFIED WATER TIGHT JOINTS BY THE MANUFACTURER. ACCEPTABLE HDPE PIPE SHALL BE HANCO SUR-LOK WT, ADD SERIES 35, ADD N-12 WITH WT JOINT OR EQUAL.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (NEWKIRK ENGINEERING, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING.
- CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND A DEBRIS FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
- ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN, FENCING TREES, ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
- ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FOOT SPECIFICATIONS.
- ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (HDD) LOADING AND BE INSTALLED ACCORDINGLY PER FOOT STANDARD SPECIFICATIONS AND MANUFACTURER SPECIFICATIONS RESPECTIVELY.
- ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
- ALL STORM INLET GRATES SHALL BE STEEL (TRAFFIC RATED).

STORM STRUCTURE SCHEDULE

I.D.	SIZE	TYPE BOT	TYPE TOP	EOP ELEV	BOT ELEV	N INV	S INV	E INV	W INV
101	4" DIA	P	9	29.80	24.80	—	25.90	—	—
102	4" DIA	P	9	29.80	24.28	25.28	—	—	25.28
103	4" DIA	P	9	29.80	21.70	—	22.70	24.41	24.41
104	4" DIA	P	9	29.80	23.75	—	—	24.75	24.75
105	4" DIA	P	9	30.44	24.34	—	—	25.09	25.09
106	4" DIA	P	9	29.33	24.09	—	—	—	25.33
107	5" DIA	ALT B	E	29.05	25.11	15" 26.11	—	—	—
108	—	ALT B	E	28.94	24.94	25.94	—	—	—
MH-01	4" DIA	P	MH	29.13	24.70	—	25.70	25.70	—

NOTES:

- ROUND STRUCTURE BOTTOMS ARE FOOT ALTERNATE 'A'.
- SQUARE/RECTANGULAR STRUCTURE BOTTOMS ARE FOOT ALTERNATE 'B'.
- 4'-0" DIAMETER AND SMALLER AND 3'-0" SQUARE STANDARD STRUCTURE BOTTOMS ARE FOOT TYPE DESIGNATED '1' LARGER STANDARD STRUCTURE BOTTOMS ARE DESIGNATED TYPE '2'.
- NO WEEP HOLES IN STRUCTURE BOTTOMS



CONTROL STRUCTURE DETAIL (CS-01)

NOT TO SCALE

7.D.g

2401 CITY COMMENTS

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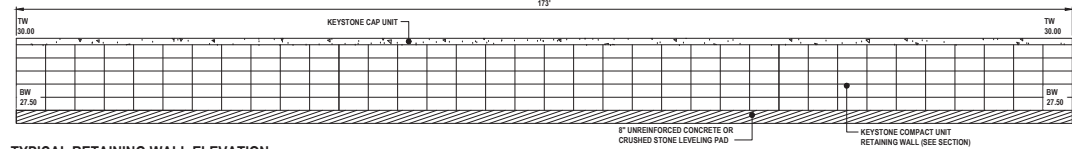
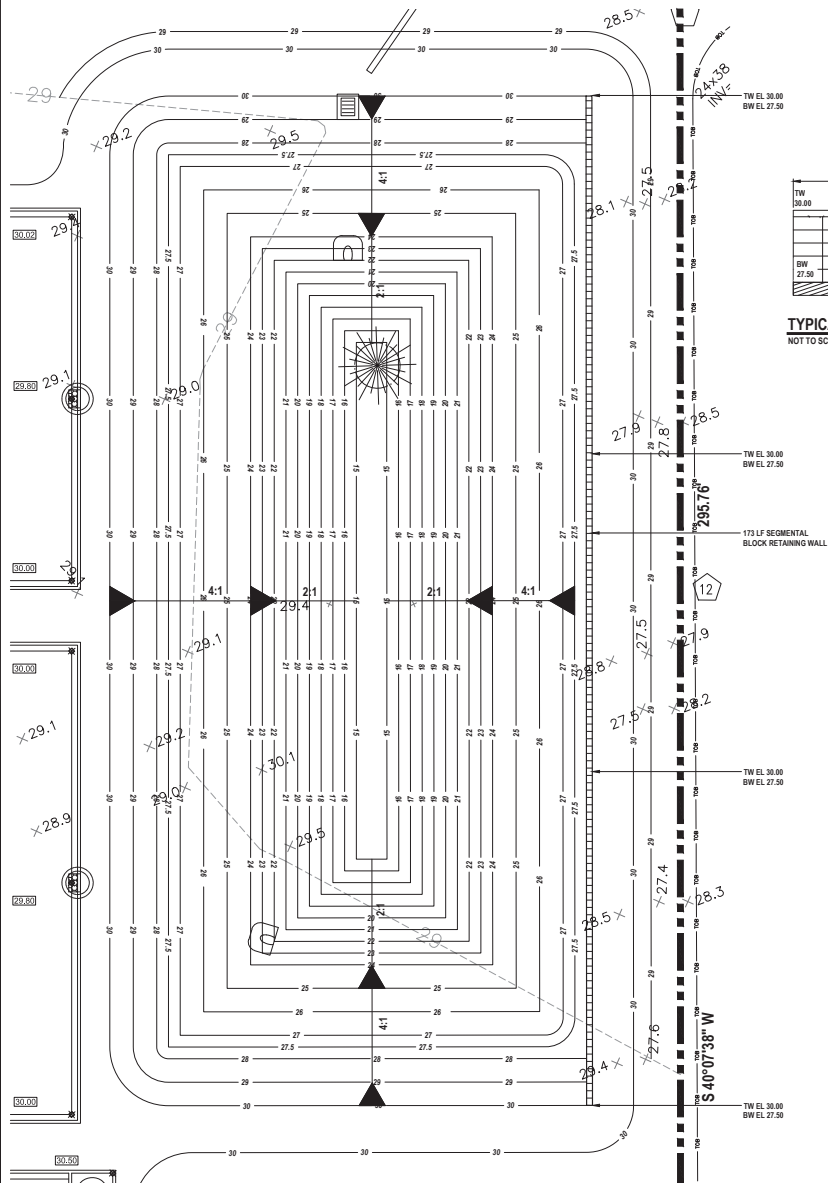
2401 CITY COMMENTS

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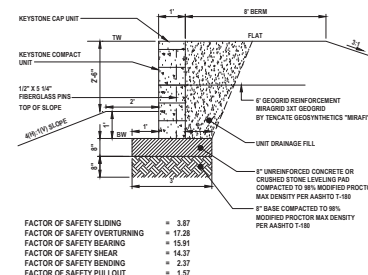
2401 CITY COMMENTS

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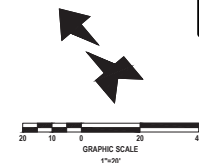




TYPICAL RETAINING WALL ELEVATION
NOT TO SCALE



RETAINING WALL TYPICAL CROSS SECTION
NOT TO SCALE



7.D.g

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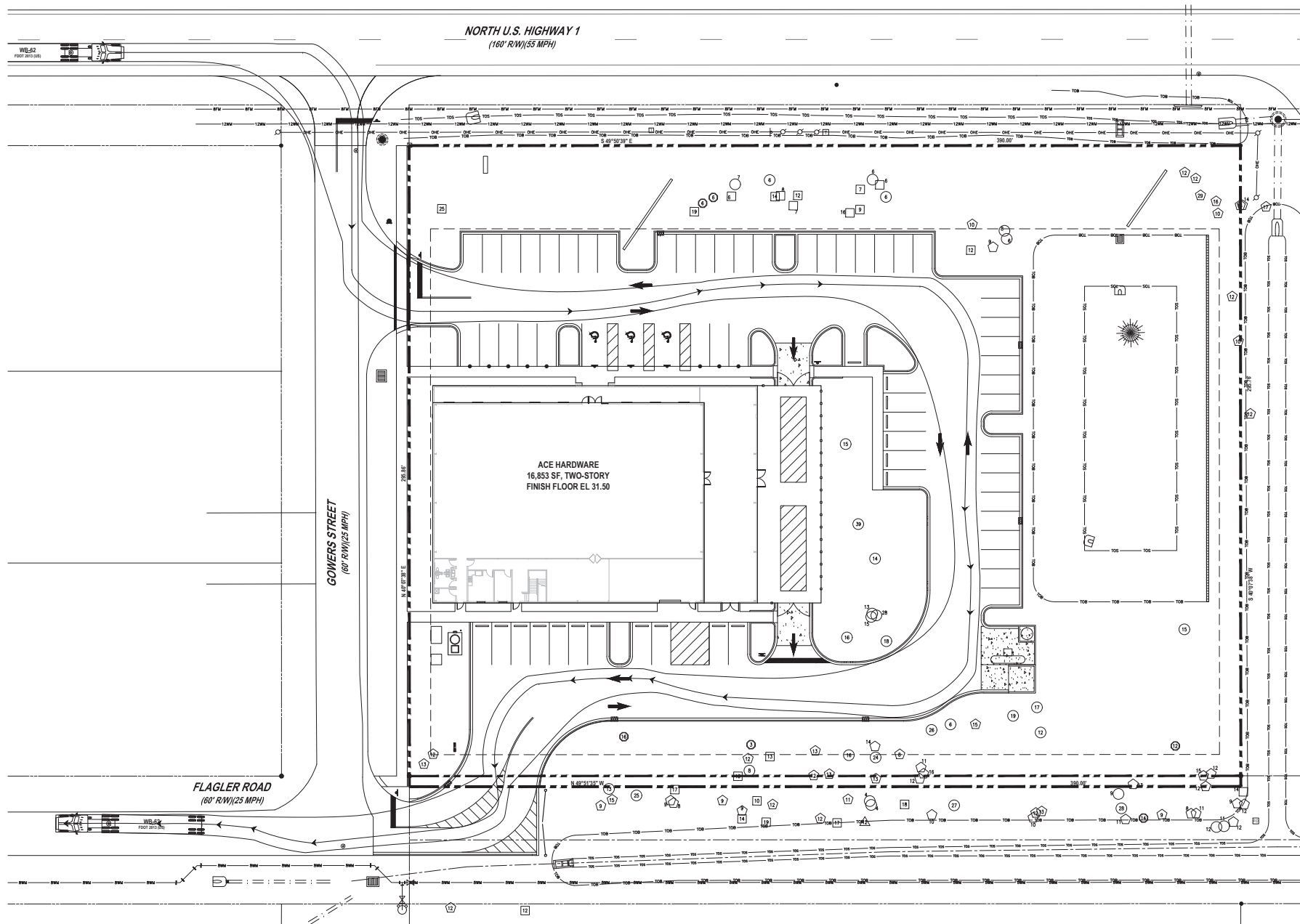
RETAINING WALL DETAILS
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HARRY H. NEWKIRK, P.E. # 62971
REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA

PROJECT No: 2019-66
DATE: NOVEMBER 2020
DESIGN BY: HHR
DRAWN BY: BWV
CHECKED BY: HHR
SCALE: 1" = 10'
DRAWING NUMBER

8.1



7.D.g

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Civil Engineering
Transportation, CEI &
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OVERSIZED TRUCK TURN
ACE HARDWARE
1480 NORTH U.S. HIGHWAY 1
ORMOND BEACH, FLORIDA 32174

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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2019-66

DATE: NOVEMBER 2020

DESIGN BY: HHN

DRAWN BY: BWV

CHECKED BY: HHN

SCALE: 1" = 20'

DRAWING NUMBER

18

NORTH U.S. HIGHWAY 1
(160' R/W)(55 MPH)

PROTECTED TREE MITIGATION	
PALMS REMOVED DUE TO IMPERVIOUS (3:1)	24
TREES REMOVED DUE TO IMPERVIOUS	72
TOTAL TREES REMOVED DUE TO IMPERVIOUS	96
PALMS REMOVED DUE TO OTHER (3:1)	5
TREES REMOVED DUE TO OTHER	29
TOTAL TREES REMOVED DUE TO OTHER	34
PRESERVED TREES	548
SITE ACREAGE	2.7
PRESERVED TREE DENSITY (TREES/ACRE)	21.48

LESS THAN 50/ACRE PRESERVED TREE DENSITY	
TOTAL TREES REMOVED DUE TO IMPERVIOUS/2	48
TOTAL TREES REMOVED DUE TO OTHER	34
PROTECTED TREE MITIGATION REQUIRED	82
TREES UNDER 6" TO REMAIN IN TP AREAS	2
TOTAL PROTECTED TREE MITIGATION	80

SPECIMEN TREES TO BE REMOVED			
CAL @ DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE
12	OAK	3	1
12	CEDAR	1	1
12	MAGNOLIA	1	1
13	OAK	3	1
14	OAK	1	1
14	CEDAR	1	1
14	MAGNOLIA	1	1
15	OAK	2	2
16	OAK	1	2
16	CEDAR	1	2
17	OAK	2	2
19	OAK	1	2
19	CEDAR	1	2
20	OAK	1	2
23	CEDAR	1	3
24	OAK	1	3
26	OAK	1	4
27	OAK	2	4
30	OAK	1	5
35	OAK	1	7
TOTAL		27	59

SPECIMEN TREES PRESERVED			
CAL @ DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE
12	OAK	1	1
12	CEDAR	1	1
13	OAK	1	1
14	OAK	1	1
15	OAK	3	2
16	OAK	2	2
16	CEDAR	1	2
17	OAK	1	2
18	OAK	1	2
19	OAK	1	2
22	OAK	1	3
24	OAK	1	3
26	OAK	1	4
28	OAK	1	4
39	OAK	1	8
TOTAL		16	44

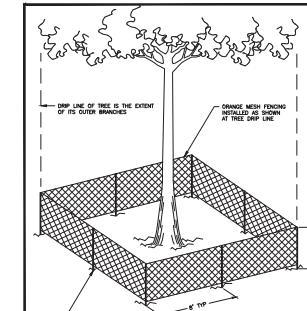
MITIGATION TOTAL	59
CREDIT TOTAL	44
4.5" TREES REQ.	15

SPECIMEN TREE REQUIREMENTS	
TOTAL SPECIMEN TREES	43
SITE AREA (AC)	2.7
SPECIMEN TREES PER ACRE	16
PRESERVED TREES REQUIRED (4/AC)	11
SPECIMEN TREES PRESERVED	16

SITE TREE REQUIREMENTS	
SITE AREA	117,336
TREE PROTECTION AREA REQUIRED (15%)	17,599
TREE PROTECTION AREA PROVIDED (15%)	17,838

EXISTING TREE LEGEND :

- OAK TREE
- PINE TREE
- CEDAR TREE
- PALM TREE
- TREE TO BE REMOVED
- TREE PROTECTION AREA



STANDARD CONSTRUCTION DETAIL	INDEX
TREE BARRICADE	LS-4
NTS	MAY 2020

7.D.g

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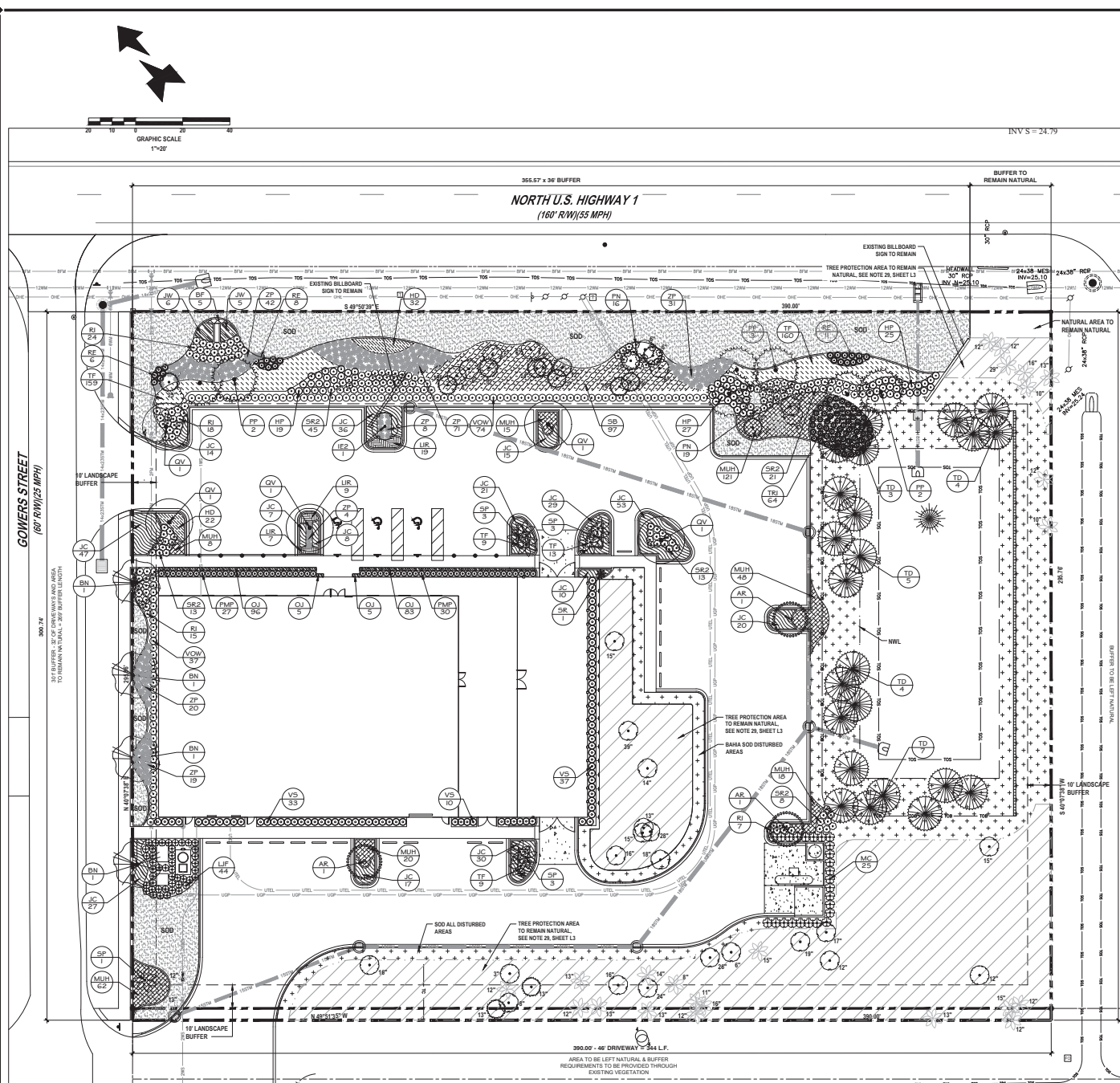
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Hardware

TREE PRESERVATION PLAN
ACE HARDWARE
1480 N. US HIGHWAY 1
ORMOND BEACH, FL 32174

LAUREN ADAMS, P.L.A. # 6667278
PROJECT No.: 2019-66
DATE: JUNE 2020
DESIGN BY: LAA
DRAWN BY: BWV
CHECKED BY: LAA
SCALE: 1" = 20'
DRAWING NUMBER

L1



7.D.g

GENERAL NOTES:

THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION (1% CIVIL, ARCHITECTURAL, STRUCTURAL, ELECTRICAL, ETC.) AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE AND WORKING FACILITY. THE CONTRACTOR SHALL UNLESS OTHERWISE SPECIFICALLY NOTED IN THE DRAWINGS OR PROJECT MANUAL. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE ARCHITECT/ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWINGS AND SPECIFICATIONS AND TO CORRECT THEM. NEITHER THE OWNER NOR ARCHITECT/ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ARCHITECT/ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.

10. IMPROVEMENTS SHALL BE IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 563.38 WITH RESPECT TO HANDICAPPED ACCESSIBILITY DESIGN AND CONSTRUCTION STANDARDS.

11. NEW DOORS INSTALLED IN THE MEANS OF EGRESS INCLUDING EXISTING DOORS FROM ALL WALK-IN ROOMS AND AREAS SHALL BE 36" WIDE THEREBY PROVIDING A MINIMUM 32" CLEAR OPENING.

12. DOOR HARDWARE FURNISHED FOR NEW DOORS OR RELOCATED DOORS INSTALLED IN THE MEANS OF EGRESS, INCLUDING EXISTING DOORS, WILL BE OPERABLE FROM THE INSIDE WITHOUT THE NEED FOR ANY SPECIAL TOOLS OR KEYS. HARDWARE SHALL BE OF THE EQUAL-PRESSURE OR EQUAL-PRESSURE HARDWARE IN ASSEMBLY OCCUPANCY) PER FLORIDA STATUTE 563.48. DOORS SHALL RELEASE WHEN MORE THAN 15 LB. IS APPLIED TO THE RELEASES APPROVED, DOOR CLOSER PER NFPA 3-121 (C).

13. CHANGES IN ELEVATIONS OF 4" TO 1/2" SHALL BE BEVELED AT A SLOPE OF 1/2 OR LESS, CHANGES IN ELEVATION OF 1/2" TO 3/4" SHALL BE RAISED WITH REQUIRED PLATFORMS AND RAILINGS PER THE LATEST EDITION OF THE FLORIDA BUILDING CODE.

14. ANY AND ALL DEVIATIONS FROM SPECIFIED PRODUCTS MUST BE APPROVED BY THE ARCHITECT.

15. PAINT ALL NEW SURFACES AS SCHEDULED AND AS REQUIRED TO ASSURE A UNIFORM APPEARANCE.

16. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO CONTROL DUST AND MUD ASSOCIATED WITH THE WORK OF THIS PROJECT. EROSION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND METHOD USED SHALL MINIMIZE ADVERSE ENVIRONMENTAL EFFECTS, PER PDOT SPECIFICATIONS, SECTION 104.

17. ALL PROPOSED CONSTRUCTION SHALL BE PURSUANT TO INFORMATION SHOWN ON THESE PLANS AND THE SPECIFICATIONS. ALL NECESSARY TOLERANCES AND PERMITS BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE OWNER.

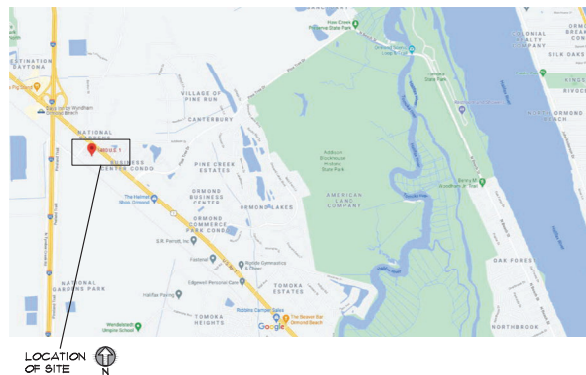
18. THE EXISTENCE AND LOCATION OF HIDDEN UTILITIES ARE NOT GUARANTEED AND SHALL BE INVESTIGATED AND VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE STARTING WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES TO, AND FOR PROPER MAINTENANCE PROTECTION OF, EXISTING UTILITIES AND STRUCTURES DURING THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE ASSOCIATED WITH THE RELOCATION OF TELEPHONE OR GAS LINES BY THE UTILITY COMPANIES.

19. THE CONTRACTOR SHALL PROVIDE SAFE, SUFFICIENT, AND PROPER FACILITIES AT ALL TIMES FOR THE INSPECTION OF THE WORK BY THE OWNER, ENGINEER, AND ALL APPROPRIATE GOVERNMENTAL AND REGULATORY AGENCIES.

20. PARTITION WALLS SHALL BE CONSTRUCTED OF MATERIALS AS ALLOWED BY MINIMUM TYPE VB CONSTRUCTION TYPE PER CHAPTER 1 OF THE LATEST EDITION OF THE FLORIDA BUILDING CODE.

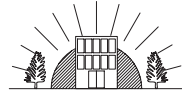
21. INTERIOR FINISH CLASSIFICATION SHALL BE CLASS 41A FLOORS/CEILING 0-75, FLOORS DEVELOPED 0-490 AT EXIST. CEILING AND CLASS 19 FLOORS/CEILING 26-19, FLOORS DEVELOPED 0-490 AT EXIST. CLASS 41A FLOORS/CEILING 26-19 OF THE LATEST EDITION OF THE FLORIDA BUILDING CODE BY THE CONTRACTOR.

22. NEW TABLES, WORK SURFACES, COUNTER HEIGHTS UNDER SURFACE CLEARANCE AND OVER COUNTER REACH SHALL COMPLY WITH THE LATEST EDITION OF THE FLORIDA BUILDING CODE. THESE WORK SURFACES SHALL PROVIDE A MINIMUM UNDER SURFACE HEIGHT OF 28"-34" FOR EACH POSSIBLE WHEELCHAIR LOCATION AND WITH 48" CLEARANCE AROUND THE COUNTER FOR TURNING CLEARANCE.



DESIGN, INC.
913 NORTH NOVA RD
HOLLY HILL, FL 32117
AA 29000687
PHONE (386) 255-6987
FAX (386) 255-6989

ARCHITECT.



DELOSE O'NEAL ENGINEERING

P.O. BOX 304
Goldenrod, FL 32733

CONSULTANTS:



WCT
Associates Inc

1901 Big Crane Loop
Port Orange, FL 32128
Phone: (386) 265-4911
Fax: (386) 265-4912
www.wctassociates.com
Engineering COA #28260

CONSULTANTS,

[illegible]

DRAWN BY: DJS
DESIGNED BY: DMS
REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS
BUILDING PLANS FOR:
ACE HARDWARE

1480 NORTH U.S. HIGHWAY 1
ORMOND BEACH, FLORIDA 32174

SHEET TITLE
COVER SHEET

DANA M. SMITH

PROJECT #	02480	DATE	8.13.2020
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SHEET #
AO.0

CODE REVIEW DATA- ALTERATIONS

APPLICABLE CODES:

FLORIDA BUILDING CODE - BUILDING (6TH EDITION - 2017)
 FLORIDA BUILDING CODE - EXISTING BUILDING (6TH EDITION)
 FLORIDA BUILDING CODE - ACCESSIBILITY (6TH EDITION)
 FLORIDA BUILDING CODE - ENERGY CONSERVATION (6TH EDITION)
 FLORIDA BUILDING CODE - FUEL GAS (6TH EDITION)
 FLORIDA BUILDING CODE - MECHANICAL (6TH EDITION)
 FLORIDA BUILDING CODE - PLUMBING (6TH EDITION)
 FLORIDA FIRE PREVENTION CODE (6TH EDITION)

AUTHORITY HAVING JURISDICTION

CITY OF - ORMOND BEACH

CHIEF BUILDING OFFICIAL - TOM GRIFFITH

OCCUPANCY TYPE (CHAPTER 3)

MERCANTILE - M

ALLOWABLE AREA (CHAPTER 5)

TABLE 506.2 - 12,500 SQ. FT. / STORY
 FRONTAGE AREA INCREASE (75%) = 9,375 SQ. FT. (FBC 506.3)
 ALLOWABLE AREA = 12,500 + 9,375 = 21,875 SQ. FT.

PROJECT BUILDING AREA AND HEIGHT

GROUND FLOOR 9,793 SQ. FT.
 SECOND FLOOR 16,660 SQ. FT.
 TOTAL 26,453 SQ. FT.

CONSTRUCTION TYPE (CHAPTER 6)

TYPE II B UNSPRINKLERED
 STRUCTURAL FRAME 0 HR
 BEARING WALLS - EXTERIOR 0 HR
 BEARING WALLS - INTERIOR 0 HR
 FLOOR CONSTRUCTION 0 HR
 ROOF CONSTRUCTION 0 HR

INTERIOR FINISH REQUIREMENTS (CHAPTER 8)

VERTICAL EXITS AND EXIT PASSAGEWAYS CLASS 1A
 EXIT ACCESS CORRIDORS AND OTHER EXITS CLASS 1B
 ROOFS AND ENCLOSED SPACES CLASS 1B
 FIRE ALARM SYSTEM IS REQUIRED PER FBC CHAPTER 9

FIRE PROTECTION SYSTEMS (CHAPTER 9)

PER 905.2.1 GROUP M FIRE AREAS DO NOT EXCEED 12,000 SF.
 FIRE AREAS - RETAIL AREA 1,800 SF
 OFFICE / STOCKROOM / MECHANICAL AREA 5,040 SF

OCCUPANT CAPACITY (TABLE 1004.1.2)

RETAIL AREA 1,800 / 60 SF = 30 OCCUPANTS
 GARDEN AREA 2,475 / 300 SF = 8 OCCUPANTS
 STOCKROOM AREA 1,660 / 300 SF = 5 OCCUPANTS
 OFFICE / BREAKROOM AREA 1,045 / 100 SF = 10 OCCUPANTS
 STOCK MEZZANINE AREA 462 / 300 SF = 2 OCCUPANTS
 TOTAL 116 OCCUPANTS

EGRESS CALCULATION (FBC 1005)

REQUIRED 216 / 35' = 338'
 PROVIDED 238'

MAXIMUM ALLOWABLE TRAVEL DISTANCE

200 FT

WIND LOAD REQUIREMENTS (CHAPTER 16)

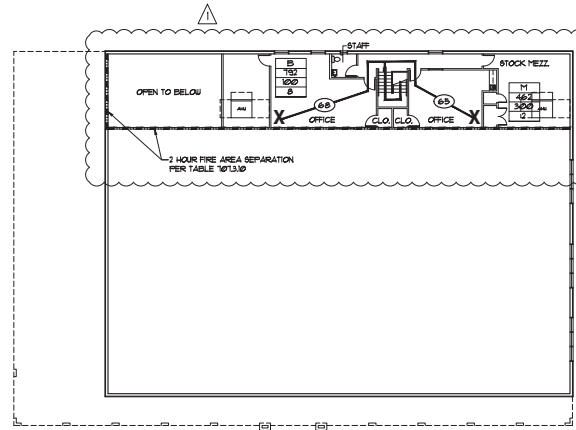
W/L (FIGURE 16-9.3 (1)) 125 mph
 W/L (FIGURE 16-9.3.1) 121 mph
 RISK CATEGORY (TABLE 16-9.3) II
 WIND EXPOSURE CATEGORY (TABLE 16-9.3.1) EXPOSURE 'B'
 HEIGHT AND EXPOSURE COEFFICIENT (TABLE 16-9.3.1 (2)) WIND ENCLOSED
 ENCLOSURE STATUS NO
 WIND Borne DEBRIS ZONE NO

PLUMBING FIXTURE COUNT (2017 FLORIDA BUILDING CODE - PLUMBING)

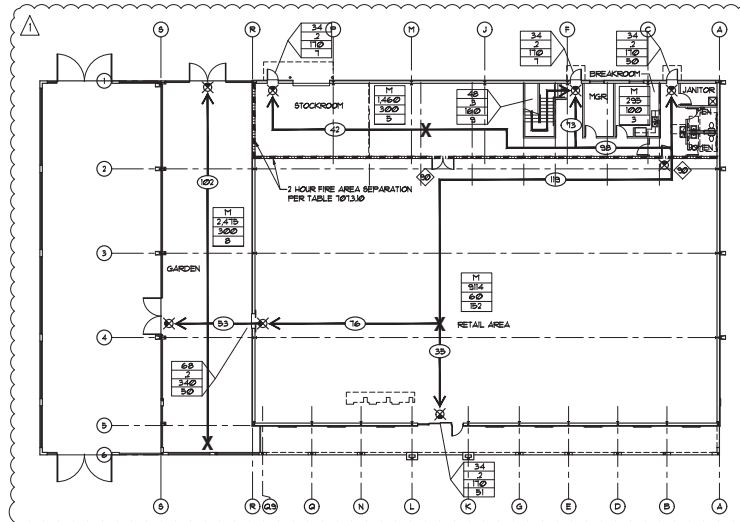
116 OCCUPANTS	WATER CLOSETS		LAVATORIES		DRINKING	SERVICE
	MALE	FEMALE	MALE	FEMALE	FOUNTAINS	SINKS
REQUIRED	1	1	1	1	1	1
PROVIDED	1	2	1	2	1	1

LIFE SAFETY PLAN LEGEND
PARTITION SYMBOLS

SYMBOL	DESCRIPTION	REMARKS
	1 HOUR FIRE RATING	
	2 HOUR FIRE RATING	
	FIRE DOOR / RATING (MINUTES)	
	LIFE SAFETY SYMBOLS	
	FIRE EXTINGUISHER	
	EGRESS CAPACITY FACTOR	
	A) DOOR SIZE OR STAIR WIDTH (INCHES)	
	B) EGRESS CAPACITY FACTOR (INCHES)	
	C) MAX ALLOWABLE LOAD	
	D) ACTUAL OCCUPANT LOAD	
	OCCUPANT LOAD	
	A) OCCUPANCY PER TABLE 1004.1.2	
	B) ACTUAL FLOOR AREA	
	C) OCCUPANT LOAD FACTOR PER TABLE 1004.1.2	
	D) ACTUAL LOAD	
	TRAVEL DISTANCE	
	DISTANCE FROM MOST REMOTE POINT IN OCCUPANT AREA	
	DIRECTION OF TRAVEL / PATH OF TRAVEL	
	START / FINISH OF TRAVEL DISTANCE	
	EMERGENCY EXIT LIGHTS	



SECOND FLOOR LIFE SAFETY PLAN (2) (A0.1)
 SCALE: 1/16"=1'-0"



FIRST FLOOR LIFE SAFETY PLAN (1) (A0.1)
 SCALE: 1/16"=1'-0"



ARCHITECT:

CITY OF - ORMOND BEACH

CHIEF BUILDING OFFICIAL - TOM GRIFFITH

OCCUPANCY TYPE (CHAPTER 3)

MERCANTILE - M

ALLOWABLE AREA (CHAPTER 5)

TABLE 506.2 - 12,500 SQ. FT. / STORY

FRONTAGE AREA INCREASE (75%) = 9,375 SQ. FT. (FBC 506.3)

ALLOWABLE AREA = 12,500 + 9,375 = 21,875 SQ. FT.

PROJECT BUILDING AREA AND HEIGHT

GROUND FLOOR 9,793 SQ. FT.

SECOND FLOOR 16,660 SQ. FT.

TOTAL 26,453 SQ. FT.

CONSTRUCTION TYPE (CHAPTER 6)

TYPE II B UNSPRINKLERED

STRUCTURAL FRAME 0 HR

BEARING WALLS - EXTERIOR 0 HR

BEARING WALLS - INTERIOR 0 HR

FLOOR CONSTRUCTION 0 HR

ROOF CONSTRUCTION 0 HR

INTERIOR FINISH REQUIREMENTS (CHAPTER 8)

VERTICAL EXITS AND EXIT PASSAGEWAYS CLASS 1A

EXIT ACCESS CORRIDORS AND OTHER EXITS CLASS 1B

ROOFS AND ENCLOSED SPACES CLASS 1B

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HEIGHT AND EXPOSURE COEFFICIENT (TABLE 16-9.3.1 (2)) WIND ENCLOSED

ENCLOSURE STATUS NO

WIND Borne DEBRIS ZONE NO

PLUMBING FIXTURE COUNT (2017 FLORIDA BUILDING CODE - PLUMBING)

116 OCCUPANTS

WATER CLOSETS

LAVATORIES

DRINKING

SERVICE

FOUNTAINS

SINKS

REQUIRED

PROVIDED

DRAWN BY: DJS

DESIGNED BY: DMS

REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS

BUILDING PLANS FOR:

ACE HARDWARE

1480 NORTH U.S. HIGHWAY 1

ORMOND BEACH, FLORIDA 32174

SHEET TITLE

1st AND 2nd FLOORS

LIFE SAFETY PLAN

SHEET #

A0.1

DANA M. SMITH

AR000483

PROJECT # 02480

DATE: 8.13.2020



ARCHITECT.



DELOSE O'NEAL ENGINEERING

PO BOX 384 Goldenrod, FL 32733 P (407) 766-2913 C (321) 277-4128

CONSULTANTS:

WCT
 Associates Inc
 STRUCTURAL ENGINEER
 WCT Project #180008

 1901 Big Crane Loop
 Port Orange, FL 32128
 Phone: (386) 265-4911
 Fax: (386) 265-4912
 www.wctassociates.com
 Engineering COA #28260

CONSULTANTS:

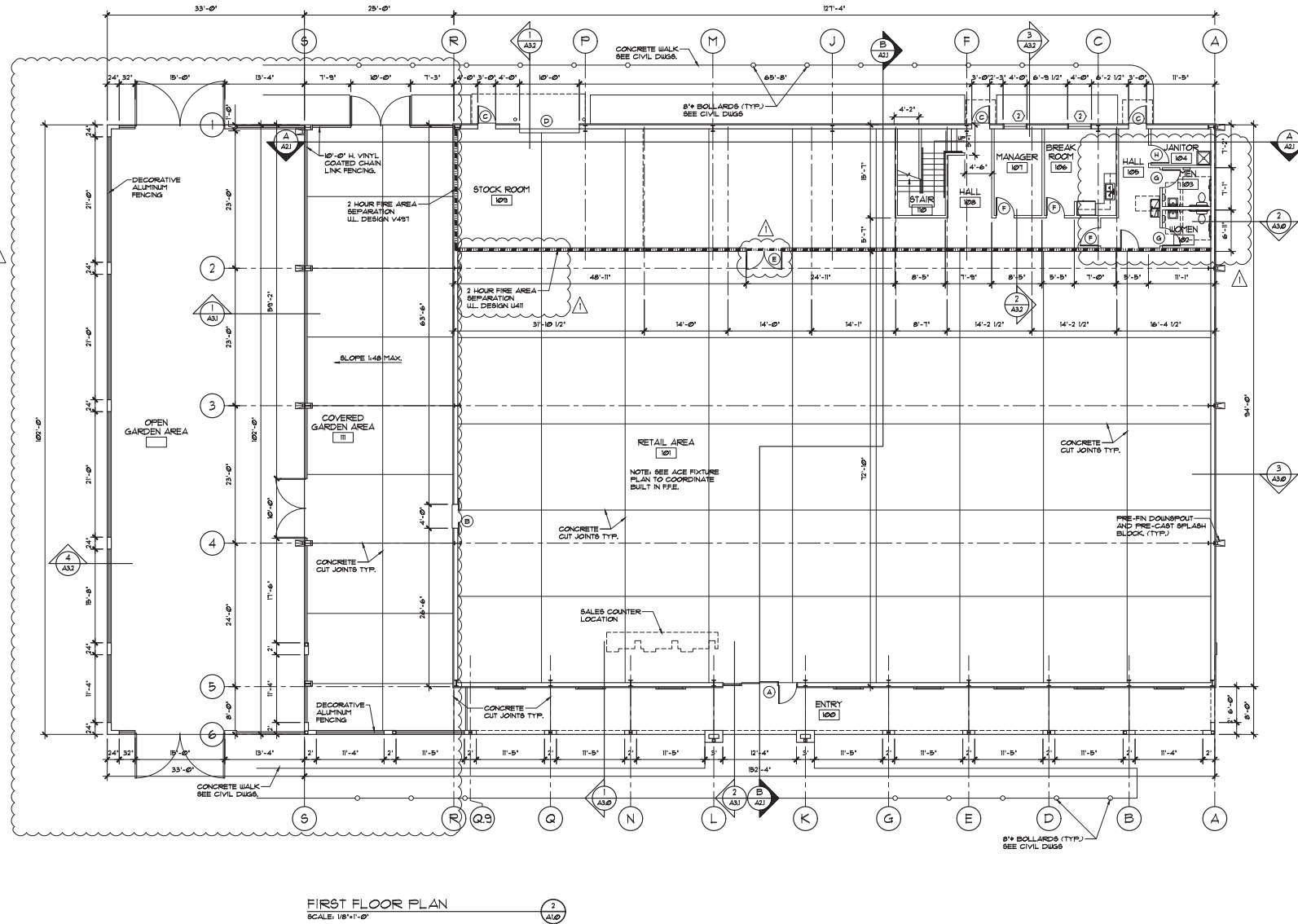
REV #	ISSUES / REVISIONS	DATE
1	DESIGN DEVELOPMENT	10.14.2020
2	FINAL CONSTRUCTION DOCUMENTS	11.30.2020
3	PERMIT DRAWINGS	12.4.2020
4	BUILDING DEPARTMENT REVISIONS	1.21.2021

 DRAWN BY: DJS
 DESIGNED BY: DMS
 REVIEWED BY: DMS

 PROJECT TITLE AND ADDRESS
**BUILDING PLANS FOR
 ACE HARDWARE**

 1480 NORTH U.S. HIGHWAY 1
 ORMOND BEACH, FLORIDA 32174

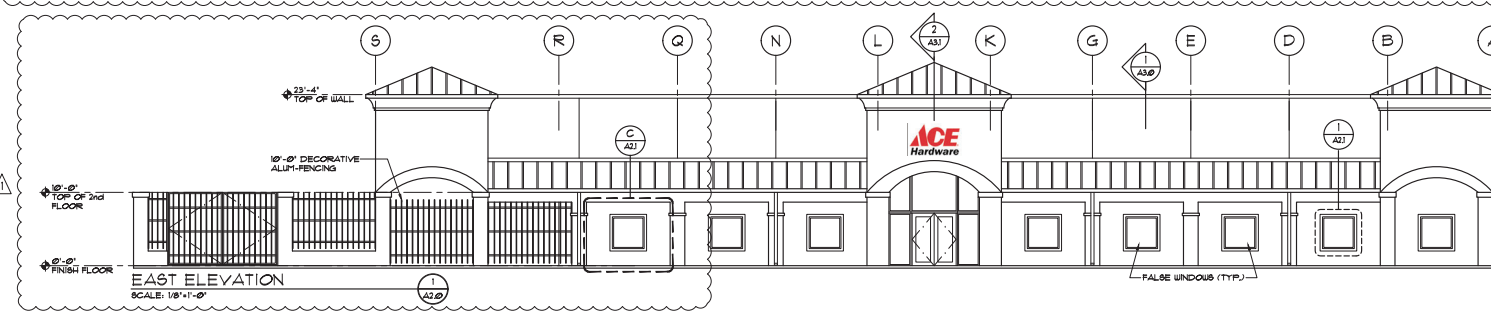
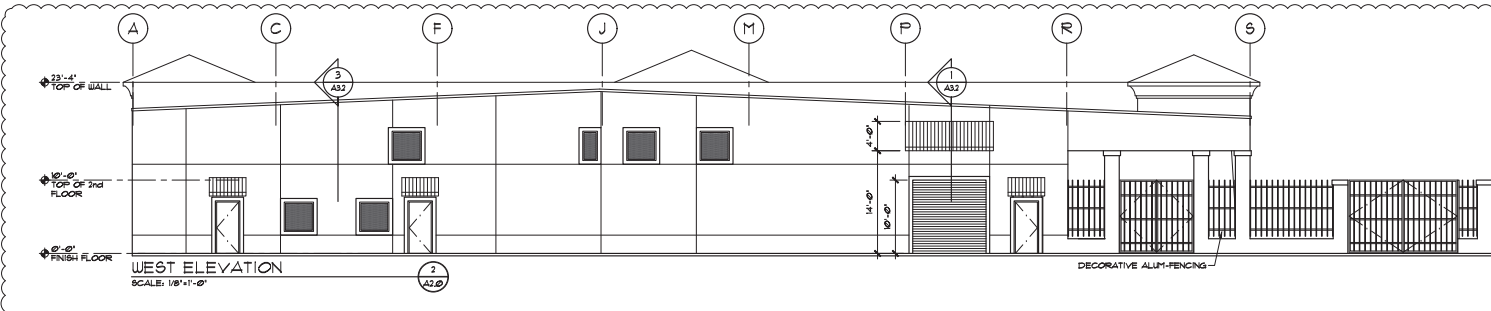
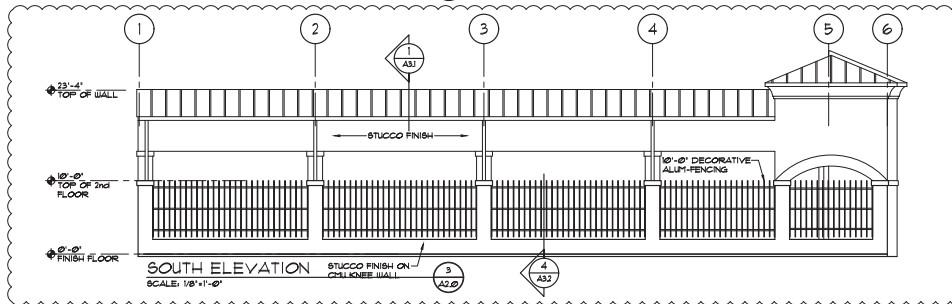
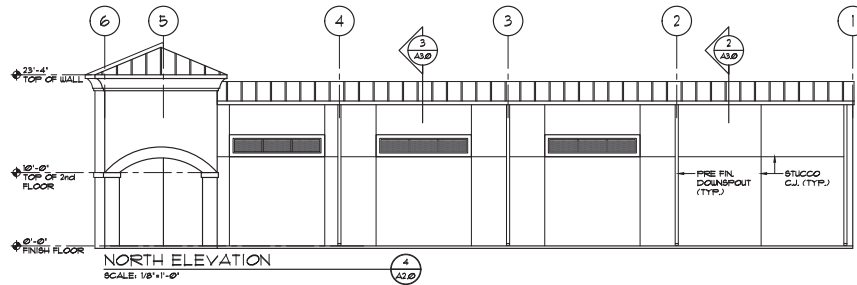
 SHEET TITLE
FIRST FLOOR PLAN

 SHEET #
A1.0
 DANA M. SMITH
 AR0009483
 PROJECT # 02460 DATE: 8.13.2020

 FIRST FLOOR PLAN
 SCALE: 1/8"=1'-0"

DANA M. SMITH AR0009483		09
PROJECT #	02460	DATE: 8.13.2020



Submitted February 5, 2021
REPLACED with drawing on
February 26, 2021



dj DESIGN, INC.
682 NORTH NOVA RD
SUITE 100
A.A. 2800057
PHONE (386) 265-6882
FAX (386) 265-6882



DELOE O'NEAL ENGINEERING
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DRAWN BY: DJS
DESIGNED BY: DMS
REVIEWED BY: DMS

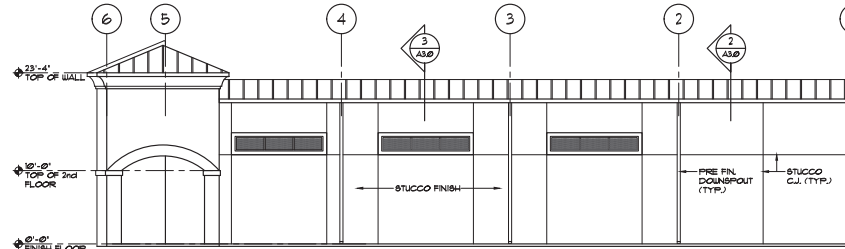
PROJECT TITLE AND ADDRESS
BUILDING PLANS FOR
ACE HARDWARE

1480 NORTH U.S. HIGHWAY 1
ORMOND BEACH, FLORIDA 32174

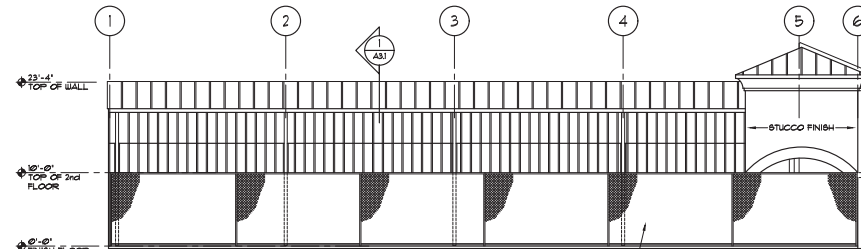
SHEET TITLE
ELEVATIONS

SHEET #
A2.0
DANA M. SMITH
A00009483
PROJECT # 02460 DATE: 8.13.2020

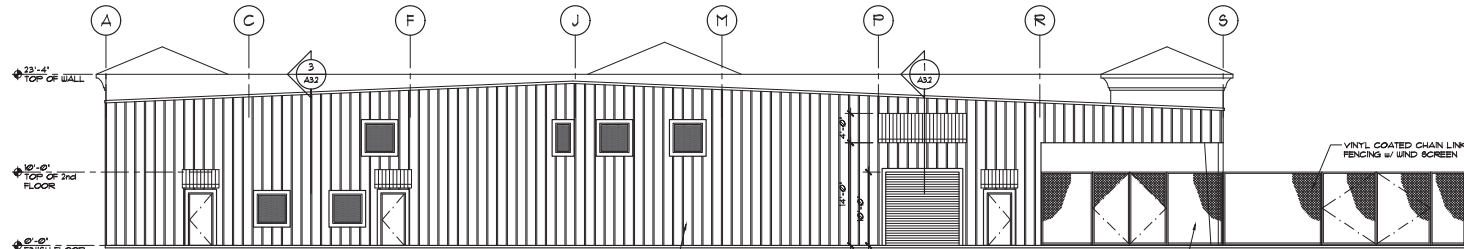
Submitted 02.26.2021



NORTH ELEVATION
SCALE: 1/8"=1'-0"



SOUTH ELEVATION
SCALE: 1/8"=1'-0"



WEST ELEVATION
SCALE: 1/8"=1'-0"



EAST ELEVATION
SCALE: 1/8"=1'-0"

PER LDC SECTION 368(g)(1)

NEO-ECLECTIC ARCHITECTURAL STYLE;
HARBING TECHNIQUES
HARBING
BUILDING WALL OFF SETS
TOWERS
COLONNAGES
VARIATIONS IN ROOF HEIGHT
STUCCO



ARCHITECT:
DELOSE O'NEAL ENGINEERING
PO BOX 384 Goldenrod, FL 32733 P (407) 766-2813 C (321) 277-4128

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DRAWN BY: DJS
DESIGNED BY: DMS
REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS
BUILDING PLANS FOR ACE HARDWARE
1480 NORTH U.S. HIGHWAY 1
ORMOND BEACH, FLORIDA 32174

SHEET TITLE
ELEVATIONS

SHEET #
A2.0A
DANA M. SMITH
AR00008483
PROJECT # 02480 DATE: 8.13.2020

March 11, 2021

Planning Board minutes

**1480 North U.S. Highway 1,
Zoning Map Amendment**

V. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 10:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 10:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

VI. APPROVAL OF MINUTES

February 18, 2021

Mr. Briley moved to approve the February 18, 2021 Minutes. Mr. Jorczak seconded the motion. The minutes were unanimously approved.

VII. PLANNING DIRECTOR'S REPORT

Mr. Spraker, Planning Director, stated that the Parks and Recreation Master Plan is having a public meeting on March 31, 2021 at 6:00 p.m. at the South Ormond Neighborhood Center. All are encouraged to attend. It will be both in-person meeting as well as streamed on YouTube.

VIII. PUBLIC HEARINGS

A. RZ 2021-011(A) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Amendment to the Official Zoning Map

Mr. Steven Spraker, Planning Director, explained that this is a request from Gross Family Properties NG, LLC, property owner, for a zoning map amendment of the property at 1480 North U.S. Highway 1 from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development). He explained that on the U.S. Highway 1 frontage, there are two (2) billboards on the site that are proposed to stay.

Mr. Spraker stated that the zoning map amendment provides a framework and provides an ability for the next item on the agenda, the issuance of a development order. Today the property has a commercial B-7 (Highway Tourist Commercial) zoning district that allows a variety of uses including retail, offices, restaurants and hotels. He continued that they are going to the Planned Business Development (PBD) in order to approve a site specific development plan.

Mr. Spraker commented that the site plan is included in the Board packet specifying where the building, garden center, natural preservation and stormwater pond is on the plan. The greenbelt is proposed to be enhanced with understory plantings and the rear next to Flagler Road is proposed to be a landscaped area. Mr. Spraker added that there is a loading area in the garden center. Mr. Spraker commented that the building is being shifted to save a historical tree and add additional land area around it. There are two (2) rights-of-way that are abutting the property that are seeking to be vacated. One (1) is along Flagler Road which is platted as a 60 foot right-of-way. The city standard detail is 50 feet. The City has previously vacated five (5) feet on either side of Flagler Road when applicants have developed and asked for it.

Mr. Spraker continued that there is a second t-shaped alleyway internal to the site that was part of the 1926 plat. Both rights-of-way are going through separate processes to be vacated.

He explained that the use of the property is a permitted use under the zoning district, and the purpose for the public hearing process is to provide site specific approval. Mr. Spraker explained that the first Planned Development request item is that they are going to be a full-service hardware store with an outdoor garden center and propane and chlorine tanks. Mr. Spraker remarked that the applicant is seeking to do the garden center which is a natural part of a hardware store but under the Land Development Code (LDC) it becomes outdoor activity which requires either a Special Exception or a Planned Development and public hearing approval.

Mr. Spraker stated that the second Planned Development request item is that the building is being shifted nine (9) to ten (10) feet to save the 39 inch historic tree. The building requires a twenty (20) foot setback.

The third Planned Development request is the intersection of Flagler Road and Gowers Street. The Land Development Code (LDC) requires a 50 foot setback in which the Site Plan Review Committee (SPRC) can reduce down to 40 feet. The request is to allow a 20 foot setback based on the existing stormwater improvement within Flagler Road. Mr. Spraker stated that Engineering Department staff have reviewed the request and have no objections. He added that Gowers Street is a substandard roadway and improvements to it is part of the overall site plan development. Gowers Street would be extended to make it a conforming roadway. A sidewalk will be placed along Gowers Street. The Department of Transportation (DOT) is considering a sidewalk project along North U.S. Highway 1 and the applicant seeks to put the sidewalk money into the sidewalk fund to be used towards the overall DOT project.

Mr. Spraker continued that the fourth Planned Development item is the rear façade. When the site plan was submitted on February 5, 2021 it was shown as a finished façade with a stucco finish. It was explained that with the Planned Development application the architectural elevation was revised to show the metal panels as well as where the garden center is. Historically, staff has not recommended approval of metal or unfinished materials but through the Planned Development the applicant can request it. Mr. Spraker commented that the Planning Board would need to make the recommendation to the City Commission.

The fifth Planned Development item is the fencing surrounding the garden center. There was a decorative wrought-iron fencing planned around the perimeter of the garden center with the site plan submitted on February 5, 2021. With the Planned Development submittal on February 26, 2021 it was amended to a chain-link fence with a black mesh coated finish on it. Historically chain-link fences have not been recommended along major corridors in the city.

Mr. Spraker concluded that Staff recommends approval of the retail center of approximately 17,000 square feet and the garden center with the specific Planned Development items recommending approval of the first three (3), and for the last two (2) recommending for a finished stucco material for the rear façade and the decorative aluminum fencing. The City Commission dates are tentatively scheduled for April 20th and May 4th.

Mr. Briley asked for confirmation of there not being any access off of U.S. Highway 1 to the property. Mr. Spraker replied that the project did not meet the separation requirements of the Florida Department of Transportation (DOT) from Gowers Street and explained that the access is off of Gowers Street. Mr. Briley asked about the façade of the building and if it would be visible from U.S. Highway 1. Mr. Spraker

answered that it would not as it would be in the rear but that as part of the Planned Development, an unfinished façade is not typically recommended. Staff believes that it would still be seen from both Flagler Road or Gowers Street. Mr. Briley asked if the chain-link fence would only be visible from the back of the building. Mr. Spraker replied that the side facing south and the back would be visible. Mr. Briley asked if a condition could be made by the Board for chain-link fencing in the back only, with the same decorative fencing along the front on U.S. Highway 1. Mr. Spraker answered yes.

Ms. Shull stated that she noticed a residential home on Gowers Street and asked if a block or concrete fence will have to be installed as they are abutting residential. Mr. Spraker replied that it is a nonconforming single-family house in a commercial zoning district so no fencing is required along Gowers Street. If the Planning Board believes that there should be fencing then it could be a condition as part of the Planned Development. The only fencing proposed for the site is around the garden center.

Ms. Tolland asked for specifics on how the applicant wants to alter the setback. Mr. Spraker replied 20 feet down to 10 feet to save the tree in the back. Following discussion, it was determined that the landscape buffer will be both natural and planted.

Mr. Scudiero asked about the billboards that are staying on the site. Mr. Spraker explained that the code specifies that once the billboard is removed or destroyed beyond 75 percent that the billboard then can be removed. The City does not have the ability in the LDC to remove billboards with site development.

Attorney Hayes stated that more information is needed from the applicant as the item goes up to City Commission. There are a set of Statutory Regulations and Florida Administrative Code Regulations that apply specifically to billboards. Billboard companies enter in long term contractual arrangements with the property owners. He continued that the property owner may not have the ability to make the billboards go away if there is an existing contract.

Mr. Jeff Gross, owner, Ace Hardware, 333 West Granada Boulevard, stated that his family works in the store and has lived in the community since 1980 when he moved to town from Miami. He continued that he worked for Ace Hardware for 30 to 40 years both in retail and wholesale. The family has owned the Ormond Beach Ace Hardware store since 2010 and looks forward to expanding to the west side of the community and employing another 20 to 30 people. Mr. Gross added that there is a contract on the billboards that was signed last year when the property was purchased. He is uncertain whether the contract is three (3) or five (5) years.

Ms. Sharon Trescott, 689 Pineland Trail, stated that she owns the house across the street and has no objection for the project. She commented that she is happy to see it happen and believes that more of the area needs to be developed in the commercial zoning district. Ms. Trescott expressed her concern with not having any adverse effects to her property. She remarked that engineering drawings have impacted another property of hers on U.S. Highway 1, the reason for the swales in that area. She stated that she does not want to have to take a flood policy out on her property and expressed concern with the road having no drainage on the sides. Ms. Trescott added that she did not know that the setback would be changing and that everyone should consider it and keep it where it is for the sake of the development on the other side. She continued that she asked Mr. Spraker for a letter that she now has and noticed the vacation of the 5 feet on Flagler Road. The letter states that the developer

and her can have 5 feet on each side of Gowers Street. Ms. Trescott asked why Mr. Gross is not utilizing the 5 feet of Gowers Street and Magnolia Street where the swale is as it may help with the setback issue for saving the historical tree. She commented that the drainage is severe and how she may have to take out a flood policy on her property. Ms. Trescott concluded that she hopes that the corner that the house is on will develop commercially and noted that it will not be a problem to sell the house but does not want it under water.

Mr. Shamus Schroeder, Design Engineer, Newkirk Engineering, stated that in the matter of stormwater, he worked with Mr. Vanacore putting the swales in when expanding the RV and storage property. He commented that he is familiar with the drainage patterns and the way everything operates in the area. The site discharges in three (3) directions, to the rear of the site, towards Gowers Street and Magnolia Street. He pointed out that the front is flat. Mr. Schroeder added that cities are regulated by the Florida Department of Transportation (FDOT) and water management districts, and cannot exceed the predevelopment rate, volume and discharge. He added that as the site is developed, less water will be coming off of it. The water will be directly channelized straight to the front ditch into the FDOT right-of-way. Mr. Schroeder remarked that they already have a DOT drainage permit for the discharge. After the site is developed the volume and rate of water flow in the area will be reduced. Mr. Schroeder commented that with the swales it will take a lot of water to flood the area due to their size and capacity for storage, in addition to the ability to convey water out of the area. Mr. Schroeder reassured Ms. Trescott that she should not see any water problems on Gowers Street. He commented that any pooling on Gowers Street will be eliminated. All of the water on the site, aside from the landscape buffer right on the Gowers Street property line, will be directed into the pond, from the pond to the right-of-way into a 30 inch pipe and across the street into the canal system. Mr. Schroeder commented that they cannot expand the right-of-ways, as to not affect the swale on the Magnolia Street side, and detailed his explanation regarding Gowers Street; "If the desire is to push the property line it would assist with the setback and can move the setback five (5) feet further. The building would still be five (5) feet closer to the property line. He added that they would like to shift the building nine (9) feet allowing space for the historical tree. If the requirement is to observe the 20 foot setback it will push the building within six (6) feet of the tree at the edge of the garden center which may or may not negatively impact the tree." Mr. Schroeder concluded that the construction activity will take place over half the tree roots as proposed or if they move the setback as Ms. Trescott has suggested.

Ms. Shull asked Mr. Schroeder about the drainage plan. She inquired if the Gowers Street side of the property will flow towards the retention pond. Mr. Shamus confirmed that it will and that everything from the property lines will flow back into the site. The grading on the pavement is peaked at the property line. Forward of the property line will flow out into the right-of-way on Gowers Street. The other side of the property line will come into the system. Mr. Schroeder explained that a drain is being put in at the property line at the proposed driveway on Flagler Road. It has been graded to pick up any water that comes down to the end of the street. Anything that flows down Gowers Street will be picked up and brought into the system. Ms. Shull asked how far up the property that abuts Gowers Street is going to be built. Mr. Schroeder answered approximately a foot and a half above the level of the road as the finished floor is 31.5 feet and the existing elevations range between 29 and 30 feet.

Mr. Jorczak asked about the additional impact of the waterflow that will be channeled to U.S. Highway 1 going into the system in Ormond Lakes. Mr. Schroeder replied that he heard of their stormwater issues and knows the drainage from this area is channelized through there after hitting the canals. All of the water that comes off of the site currently that does not percolate into the ground goes into the swale system which empties into the ditch up front and then flows across the street. He concluded that the amount of water will be reduced overall.

Ms. Tolland expressed concern about the buffer on Gowers Street and the construction aforementioned regarding the impact to the historical tree. Mr. Schroeder explained the development impacts flattening and grading the site, pouring the concrete slab and compaction of it. Ms. Tolland asked if there was a plan for the building to be setback further with the garden center. Mr. Schroeder answered that if shifting closer that it would be extremely close to the historical tree. Shifting the site would interfere with the 15 percent tree preservation that has to be maintained on the site. Ms. Tolland asked for the amount of greenspace on the property. Mr. Schroeder replied 47.2 percent.

Mr. Spraker added that they have to meet their 15 percent tree preservation and landscaping areas and have exceeded both. The tree is near the middle of the property, therefore in any direction they go there will be issues due to the historical tree. The site design has tried to move as far away from the tree as possible, still making reasonable use of the property while preserving the tree and the perimeter around it.

Ms. Shull inquired about the Magnolia Street side of the property and asked why the building could not have been on that side of the property. Mr. Spraker explained that is where there are two (2) rights-of-way. Both Magnolia Avenue and Flagler Road are being used as a stormwater conveyance swale. He continued that the tree is in the center of the site, therefore it would create the same issues in that location. Mr. Spraker concluded that the solution was to try and shift it, and whether vacating Gowers Street and giving five (5) feet and have a 15 foot setback, the distance is still the same.

Chairman Thomas closed the public hearing and entertained a motion.

Ms. Tolland motioned to approve RZ 2021-011(A) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Amendment to the Official Zoning Map. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

B. RZ 2021- 011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order

Mr. Steven Spraker, Planning Director, reiterated that this item was included in the aforementioned item presentation. This is a request from Gross Family Properties NG, LLC, property owner, for the issuance of a development order to construct a two (2) story building of approximately 16,853 square feet for the Ormond Ace Hardware that proposes retail activity including a garden center (defined as outdoor activity) of approximately 2,566 square feet and associated site improvements on a 2.70 acre property.

Mr. Briley commented that knowing the use of what the property is going to be and knowing the owner of the property and the business he has been operating in Ormond

Beach, he does not have a problem with the façade in the rear of the property. He continued that it will not be seen from U.S. Highway 1. Mr. Briley added that he does not have a problem with the chain-link fencing as long as it is in the back of the property. He would like to see a continuation of the decorative fencing on the front of the property along U.S. Highway 1.

Chairman Thomas remarked that he has a problem with chain-link fencing. He stated that he would like to see the finished façade in the back.

Ms. Shull asked for explanation of where the fencing will be. Mr. Spraker explained that the fencing is only around the garden center, the front, side and rear connecting to the building.

There was discussion amongst the Board regarding their opinions on chain-link fencing.

Mr. Scudiero stated that he drove around town looking at businesses with fencing and noted one location had both wrought-iron fencing and chain-link fencing and remarked how he never noticed it prior. He added that he does not have a problem with it and brought attention to the efforts done to preserve the tree and address the stormwater issues. Mr. Scudiero concluded that the requestor is a good citizen and that he would be in favor of all five (5) conditions.

Mr. Jorzak commented that he would be fine with chain-link fencing in the back and wrought-iron fencing in the front. He added that the only cars that will see it are the northbound cars depending on what the vegetation is that is in the buffer area. Mr. Jorzak stated that he is in favor of a dressier look and noted that is what the goal has been for years.

Chairman Thomas remarked that this would be setting precedent in the area.

Ms. Tolland commented that she does not think that the Board should compromise. She remarked that she loves Ace Hardware and how it is on the corridor coming in from Interstate 95, on U.S. Highway 1 where the City has been cleaning up. Ms. Tolland concluded that she is not for the chain-link fence.

Ms. Shull concurred with Ms. Tolland and commented that it is not that much to continue with wrought iron fencing will look classy. There was discussion of the purpose of the fence. Mr. Spraker replied that it is the enclosure of the garden center.

Attorney Hayes reminded the Board that this is a recommendation to the City Commission and not the final decision. The options are if there is a 3-3 vote the decision would be a denial because it was a tie vote and would go to the City Commission. If one of the three voters on either side change their vote, an asterisk could be noted as to why and it would still go to the City Commission to make their vote.

Mr. Jorzak stated that he would rather see the wrought-iron fencing around the entire garden center.

Mr. Briley concurred regarding the wrought-iron fencing and noted that he would not have an issue with the rear façade.

Chairman Thomas agreed with Ms. Tolland that the Board has gone a long way with bringing U.S. Highway 1 up from where it was and commented that he does not like the idea of putting up a 10 foot high chain-link fence. He added that he would like the back of the building stuccoed and finished but is willing to compromise.

Attorney Hayes stated that it is not his role or function to get involved in the Boards decision making process but wanted to comment on the Planning Board and City Commission over the last 20 years and their hard work with cleaning up the aesthetic view of the corridor on U.S. Highway 1.

Chairman Thomas remarked that Mr. Spraker has worked hard on getting rid of the junk on U.S. Highway 1 and restated his dislike of chain-link fencing.

Mr. Jorczak concurred. He asked what the finished surface would be on the property on the building facing Gowers Street. Mr. Spraker replied that it will be stucco. Mr. Jorczak commented that his experience at Ace Hardware far exceeds his experience at any other hardware store. He asked if the contract with the billboards expires in three (3) to five (5) years if something can be conditional on it not being renewed. Mr. Jorczak concluded that it is his preference that the billboards go when it is feasible. Attorney explained that it would have to be researched and that billboards have been deemed to be nonconforming uses with built in protections for the existing billboards. The challenges are how they are amortized out, and how to analyze and address advertising. The answers will be addressed at the City Commission level. Attorney Hayes suggested taking each element individually and vote on them and the underlying motion as has been approved with the separate elements for the City Commission.

Mr. Dana Smith, Architect, DJ Design, asked if it would be acceptable to have chain-link fencing on the back side of the garden center that faces the Vanacore parking lot and the greenspace and leave the remainder wrought-iron. He explained that the chain-link fencing is more serviceable, less expensive and easier to replace when damaged.

Mr. Briley asked about the functionality of the fencing, chain-link versus wrought-iron, particularly in a loading zone.

Mr. Smith stated that the fence would not be visible from U.S. Highway 1 at all.

Chairman Thomas expressed his concern with other development eventually being to the south and the north the property where the fence will be visible. He concluded that he would rather the City Commission decide what they want to do in this matter.

Chairman Thomas closed the public hearing and entertained a motion.

Attorney Hayes recommended voting on each item individually as separate amendments to the motion and stated that if it ends in a 3-3 tie vote, and is at the end of the fifth item, the Board should vote on the underlying measure as has been approved.

Ms. Shull motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Item #1: Outdoor activity. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

Ms. Shull motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Item #2: Side corner setback. Mr. Briley seconded it. Vote was called, and the motion was approved (6-0).

Ms. Tolland stated that she is willing to accept this item with the understanding that the landscape area between the road and the building will be heavily landscaped. Ms. Tolland expressed appreciation of the saving of the historic tree.

Mr. Briley motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Item #3: Intersection setback. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

Mr. Briley motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Item #4: Rear Façade to be metal panels as opposed to stucco. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-1) with Ms. Tolland voting against the motion.

Ms. Tolland asked for verification of the existing façade material. Attorney Hayes stated that the staff recommendation is a stucco finish. He asked Mr. Briley to clarify the motion. Mr. Briley stated that the motion was to allow the metal panels as opposed to a stucco façade. Mr. Scudiero verified that his second to the motion was to allow the metal panels as opposed to a stucco façade. Mr. Jorczak stated that he did not believe that the wall would be visible and only a storage facility is located to the west.

Ms. Shull motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Item #5: Requiring decorative aluminum fencing around the garden center. Chairman Thomas seconded it. Vote failed with a 3-3 vote.

Mr. Scudiero motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Item #5: Chain-link Fencing in the rear of the garden center only with decorative aluminum fencing around the front and side. Mr. Jorczak seconded it. Vote failed with a 3-3 vote.

Attorney Hayes advised that another motion could be made or the Board could leave it as it is as a dead lock tie. Chairman Thomas recommended letting the City Commission decide this item.

Ms. Shull motioned to approve RZ 2021-011(B) – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of a development order – Main motion, including items 1-5 provided above. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

IX. OTHER BUSINESS

Ms. Ashley DuFrene, 118 N. St. Andrews Drive, Tomoka Oaks, stated that in reference to the Tomoka Oaks golf course property it is unknown if the property is going to close for certain but noted that it is under contract with a developer. The community came together and started a committee to get ahead of the matter and show concern for the potential golf course becoming a neighborhood inside of a neighborhood. She continued that in two weeks they have received 12 signatures



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: April 20, 2021

Subject: General Employees Pension Ordinance

Commission Goal: N/A

Introduction

This item amends Section 16-17 of the General Employees' Pension Ordinance.

Background

The City's pension ordinances must comply with federal guidelines.

Discussion

The Setting Every Community Up for Retirement Enhancement Act (SECURE Act) provides provisions to enhance tax-advantaged retirement accounts. The SECURE Act increases the age for required minimum distribution of retirement accounts from 70 1/2 to 72 for those who reach age 70 1/2 on or after January 1, 2020. As such, the General Employees' Pension Ordinance is being amended to comply with revised minimum distribution age.

The ordinance amendment was reviewed by the General Employees' Pension Board at their February 19, 2021 meeting. The board recommended approval of the amendment by the City Commission.

Budget Impact

There is no financial impact to this ordinance change.

Citizen Impact

There is no citizen impact related to this ordinance change.

Recommendation

Staff recommends approval of the proposed ordinance amendment.

Attachments:

- 21-13 General Employees Pension (P21-0027G) (PDF)
- Exhibit A. (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 3/16/2021


Claire Whitley, Assistant City Manager 3/29/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 3/31/2021

ORDINANCE NO. 2021-13

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE I, GENERAL EMPLOYEES' PENSION PLAN, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-17, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Setting Every Community Up for Retirement Enhancement ("SECURE") Act, signed into law on December 20, 2019, amended the definition of "Required Beginning Date" under Section 401(a)(9) of the Internal Revenue Code; and

WHEREAS, amendments to the Plan are necessary to conform the Pension Plan to the requirements of the SECURE Act; and

WHEREAS, the Board of Trustees of the City of Ormond Beach General Employees' Pension Plan has recommended an amendment to the Pension Plan to comply with the SECURE Act; and

WHEREAS, the Trustees of the City of Ormond Beach General Employees' Pension Plan have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Fund; and

WHEREAS, according to a letter dated February 19, 2021, from Foster & Foster, Actuaries and Consultants, a copy being attached hereto as Exhibit "A", the proposed amendments to the Plan do not require a formal actuarial impact statement; and

WHEREAS, the City Commission deems it to be in the public interest to provide this change to the Pension Plan for its General Employees; now therefore,

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

SECTION ONE. Section 16-6, Benefit amounts and Eligibility of Article I, General Employees' Pension Plan, of Chapter 16, Pensions and Retirement, of the City of Ormond Beach, Florida, *Code of Ordinances*, is hereby amended by amending section (g), *Required distribution date*, to read as follows:

SECTION 16-6. Benefit amounts and eligibility.

(g) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70.5 or the calendar year in which the member terminates employment with the city as required by applicable Internal Revenue Code provisions as provided for in Sec. 16-17 of the Code.

SECTION TWO. Section 16-17, Minimum Distribution of Benefits, of Article I, General Employees' Pension Plan, of Chapter 16, Pensions and Retirement, of the City of Ormond Beach, Florida, *Code of Ordinances*, is hereby amended by amending subsection (b)(1), *Time and manner of distribution*, to read as follows:

Sec. 16-17. Minimum distribution of benefits.

(b) *Time and manner of distribution.*

~~(1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70.5 or the calendar year in which the member terminates employment with the city.~~

(1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than:

a. With regard to distributions required to be made to a member who reaches age 70 ½ before January 1, 2020: April 1 of the calendar year following the later of the calendar year in

which the member attains age seventy and one-half (70 ½); or April 1 of the calendar year in which the member terminates employment with the city, whichever is later.

- b. With regard to distributions required to be made on or after January 1, 2020 to a member who reaches the age of 70 ½ on or after said date: April 1 of the calendar year that next follows the calendar year in which the member attains or will attain the age of 72 years, or April 1 of the calendar year that next follows the calendar year in which the member retires, whichever is later.

SECTION THREE. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION FOUR. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION FIVE. That this Ordinance shall be effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED UPON at the first reading of the City Commission, this 6th day of April, 2021.

PASSED UPON at the second and final reading of the City Commission, this 20th day of April, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk



February 19, 2021

VIA EMAIL

Board of Trustees
City of Ormond Beach
General Employees' Pension Plan

Re: City of Ormond Beach General Employees' Pension Plan

Dear Board:

In response to a request from Pedro Herrera, we have reviewed the proposed Ordinance to amend the plan to comply with the Setting Every Community Up for Retirement Enhancement ("SECURE") Act that increases the age at which distributions are required to commence from age 70 ½ to age 72.

We have determined that the adoption of these provisions will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'P.T. Donlan'.

Patrick T. Donlan

cc: Pedro Herrera, Board Attorney



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kelly McGuire, Finance Director

Date: April 20, 2021

Subject: Firefighters' Pension Ordinance

Commission Goal: N/A

Introduction

This item amends Section 16-46 and 16-55 of the Firefighters' Pension Ordinance.

Background

The City's pension ordinances must comply with federal guidelines and the most current Collective Bargaining Agreement. This agenda item serves the administrative purpose of updating the ordinance to comply with a change in federal guidelines as well as a change agreed upon through the collective bargaining process between the City of Ormond Beach and the Firefighters union, International Association of Fire Fighters (IAFF).

Discussion

The Setting Every Community Up for Retirement Enhancement Act (SECURE Act) provides provisions to enhance tax-advantaged retirement accounts. The SECURE Act increases the age for required minimum distribution of retirement accounts from 70 1/2 to 72 for those who reach age 70 1/2 on or after January 1, 2020. As such, the Firefighters' Pension Ordinance is being amended to comply with revised minimum distribution age.

Additionally, the ordinance is being amended to incorporate a change negotiated as part of the October 1, 2019 to September 30, 2022 Firefighters Collective Bargaining Agreement (CBA), which provides a lifetime benefit to a beneficiary in the event of the pre-retirement death of the member. Previously, the beneficiary benefit was paid out for a maximum of ten years. The cost of this revised benefit is fully funded by the member through an increase in the employee contribution of 0.2%.

The ordinance amendment was reviewed by the Firefighters' Pension Board at their

February 19, 2021 meeting. The board recommended approval of the amendment by the City Commission.

Budget Impact

There is no financial impact to this ordinance change. The pension members will fund the pre-retirement death benefit change with an increase in their contributions from 8.4% to 8.6%. There is no cost to the increase in the required minimum distribution age.

Citizen Impact

There is no citizen impact related to this ordinance change.

Recommendation

Staff recommends approval of the proposed ordinance amendment.

Attachments:

- 21-14 Firefighters Pension (P21-0028G) (PDF)
- Ormond Beach Fire Actuarial Impact Statement 2-19-21(PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 3/16/2021


Claire Whitley, Assistant City Manager 3/29/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 3/31/2021

ORDINANCE NO. 2021-14

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE III, FIREFIGHTERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-44, CONTRIBUTIONS; AMENDING SECTION 16-45, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-46, PRE- RETIREMENT DEATH; AMENDING SECTION 16-55, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Setting Every Community Up for Retirement Enhancement (“SECURE”) Act, signed into law on December 20, 2019, amended the definition of “Required Beginning Date” under Section 401(a)(9) of the Internal Revenue Code; and

WHEREAS, amendments to the Plan are necessary to conform the Pension Trust Fund to the requirements of the SECURE Act; and

WHEREAS, an amendment to the plan is necessary to comply with existing collective bargaining agreements agreed upon benefit structure; and

WHEREAS, the Board of Trustees of the City of Ormond Beach Firefighters’ Pension Trust Fund has recommended an amendment to the Pension Trust Fund to comply with the SECURE Act; and

WHEREAS, the Trustees of the City of Ormond Beach Firefighters’ Pension Trust Fund have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Fund; and

WHEREAS, the City Commission has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Commission deems it to be in the public interest to provide this change to the Pension Trust Fund for its Firefighters, now therefore,

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

SECTION ONE. Section 16-44, Contributions, of Article III, Firefighters' Pension Trust Fund, of Chapter 16, Pensions and Retirement, of the City of Ormond Beach, Florida, Code of Ordinances, is hereby amended by amending subparagraph (a), *Member contributions*, subparagraph (1), *Amount*, to read as follows:

Sec. 16-44. Contributions.

(a) *Member contributions.*

- (1) *Amount.* Each member of the system shall be required to make regular contributions to the fund in the amount of ~~8.4~~ 8.6% percent of his salary. Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to section 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the members' gross income for federal income tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

SECTION TWO. Section 16-45, Benefit amounts and eligibility, of Article III, Firefighters' Pension Trust Fund, of Chapter 16, Pensions and Retirement, of the City of Ormond Beach, Florida, *Code of Ordinances*, is hereby amended by amending subparagraph (e), *Required distribution date*, to read as follows:

Sec. 16-45. Benefit amounts and eligibility.

- (e) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than as required by applicable

Internal Revenue Code provisions as provided for in Sec. 16-55 of the Code. April 1 of the calendar year following the later of the calendar year in which the member attains age 70.5 or the calendar year in which the member terminates employment with the city.

SECTION THREE. Section 16-46, Pre-retirement death, of Article III, Firefighters' Pension Trust Fund, of Chapter 16, Pensions and Retirement, of the City of Ormond Beach, Florida, *Code of Ordinances*, is hereby further amended by amending subparagraph (c), *Additional provisions for spouse as beneficiary*, and (d), *Additional provisions for non-spouse beneficiary*, to read as follows:

Sec. 16-46. Pre-retirement death.

- (c) *Additional provisions for spouse as beneficiary.* This subsection (c) applies only when the member's spouse is the sole designated beneficiary. The spouse beneficiary of any member who dies and who, at the date of his death was vested or eligible for early or normal retirement, shall be entitled to a benefit as follows:
 - (1) If the member was vested, but not eligible for normal or early retirement, the spouse beneficiary shall receive a benefit payable for ~~ten (10) years~~ the lifetime of the beneficiary, beginning on the date that the deceased member would have been eligible for early or normal retirement, at the option of the spouse beneficiary. The benefit shall be calculated as for normal retirement based on the deceased member's credited service and average final compensation as of the date of his death and reduced as for early retirement, if applicable. The spouse beneficiary may also elect to receive an immediate benefit, payable for ~~ten (10) years~~ the lifetime of the beneficiary, which is actuarially reduced to reflect the commencement of benefits prior to the early retirement date.
 - (2) If the deceased member was eligible for normal or early retirement, the spouse beneficiary shall receive a benefit payable for ~~ten (10) years~~ the lifetime of the beneficiary, beginning on the first day of the month following the member's death or at the deceased member's otherwise early or normal retirement date, at the option of the spouse beneficiary. The benefit shall be calculated as for normal retirement based on the deceased member's credited service and

average final compensation as of the date of his death and reduced as for early retirement, if applicable.

[No change to text in (3), (4), (5), (6)]

- (d) *Additional provisions for non-spouse beneficiary.* This subsection applies only when the member's spouse is not the designated beneficiary or is not the sole designated beneficiary, but there is a surviving beneficiary. The beneficiary of any member who dies and who, at the date of his death was vested or eligible for early or normal retirement, shall be entitled to a benefit as follows:
- (1) If the member was vested, but not eligible for normal or early retirement, the designated beneficiary will receive a benefit payable for ~~ten (10) years~~ the lifetime of the designated beneficiary. The benefit will begin by December 31 of the calendar year immediately following the calendar year in which the member died. The benefit will be calculated as for normal retirement based on the deceased member's credited service and average final compensation and actuarially reduced to reflect the commencement of benefits prior to the normal retirement date.
 - (2) If the deceased member was eligible for normal or early retirement, the beneficiary will receive a benefit payable for ~~ten (10) years~~ the lifetime of the designated beneficiary, beginning on the first day of the month following the member's death. The benefit will be calculated as for normal retirement based on the deceased member's credited service and average final compensation as of the date of his death and reduced for early retirement, if applicable.
 - (3) A designated beneficiary may not elect an optional form of benefit; however, the board may elect to make a lump sum payment pursuant to Sec. 16-49, subsection (g).
 - (4) A designated beneficiary, may, in lieu of any benefit provided for in (1) or (2) above, elect to receive a refund of the deceased member's accumulated contributions.
 - (5) If a surviving designated beneficiary commences receiving a benefit under subsection (1) or (2) above, but dies before all payments are made, the actuarial value of the remaining benefit will be paid to the surviving beneficiary's estate by December 31 of the calendar year of the beneficiary's death in a lump sum.

- (6) If there is no surviving designated beneficiary as of the member's death, and the estate is to receive the benefits, the actuarial equivalent of the member's entire interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the member's death.
- (7) The Uniform Lifetime Table in Treasury Regulations § 1.401(a)(9)-9 shall determine the payment period for the calendar year benefits commence, if necessary, to satisfy the regulations.

SECTION FOUR. Section 16-55, Minimum Distribution of Benefits, of Article III, Firefighters' Pension Trust Fund, of Chapter 16, Pensions and Retirement, of the City of Ormond Beach, Florida, *Code of Ordinances*, is hereby amended by amending subsection (b), *Time and manner of distribution*, (1) *Required beginning date*, to read as follows:

Sec. 16-55. Minimum distribution of benefits.

(b) *Time and manner of distribution.*

- (4) ~~*Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70.5 or the calendar year in which the member terminates employment with the city.~~
- (1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than:
 - a. With regard to distributions required to be made to a member who reaches age 70 ½ before January 1, 2020: April 1 of the calendar year following the later of the calendar year in which the member attains age seventy and one-half (70 ½); or April 1 of the calendar year in which the member terminates employment with the city, whichever is later.
 - b. With regard to distributions required to be made on or after January 1, 2020 to a member who reaches the age of 70 ½ on or after said date: April 1 of the calendar year that next

follows the calendar year in which the member attains or will attain the age of 72 years, or April 1 of the calendar year that next follows the calendar year in which the member retires, whichever is later.

SECTION FIVE. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION SIX. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION SEVEN. That this Ordinance shall be effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED UPON at the first reading of the City Commission, this 6th day of April, 2021.

PASSED UPON at the second and final reading of the City Commission, this 20th day of April, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

CITY OF ORMOND BEACH
FIREFIGHTERS' RETIREMENT TRUST FUND
ACTUARIAL IMPACT STATEMENT

February 19, 2021
(Page 1)

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes) resulting from the implementation of the following benefit changes:

- 1.) Provide that the benefit payable to future pre-retirement death beneficiaries will be payable for the life of the beneficiary, rather than for a 10-year period.
- 2.) Increase the Member Contribution Rate from 8.4% to 8.6% of Salary.

The cost impact, determined as of October 1, 2019, as applicable for the fiscal year ending September 30, 2021, is as follows:

	<u>Proposed</u>	<u>Current</u>
Total Required Contribution % of Pensionable Payroll	58.9%	58.7%
Expected Member Contributions % of Pensionable Payroll	8.6%	8.4%
Required City & State % of Pensionable Payroll	50.3%	50.3%
Expected State Contribution ¹ % of Pensionable Payroll	306,261 10.4%	306,261 10.4%
Required City Contributions % of Pensionable Payroll	39.9%	39.9%

¹ Represents the amount received in calendar 2019. As per a Mutual Consent Agreement between the Membership and the City, State Monies received up to \$348,933.85 each year will be available to offset the City's required contribution.

CITY OF ORMOND BEACH
FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

February 19, 2021
(Page 2)

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report and the October 1, 2019 actuarial valuation report are considered an integral part of the actuarial opinions.



Patrick T. Donlan, ASA, MAAA
Enrolled Actuary #20-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of each proposed change.

Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2019</u>	Old Benefits <u>10/1/2019</u>
A. Participant Data		
Actives	44	44
Service Retirees	40	40
DROP Retirees	2	2
Beneficiaries	2	2
Disability Retirees	2	2
Terminated Vested	<u>3</u>	<u>3</u>
Total	93	93
Total Annual Payroll	\$2,954,168	\$2,954,168
Payroll Under Assumed Ret. Age	2,954,168	2,954,168
Annual Rate of Payments to:		
Service Retirees	1,887,130	1,887,130
DROP Retirees	96,478	96,478
Beneficiaries	69,657	69,657
Disability Retirees	66,138	66,138
Terminated Vested	24,000	24,000
B. Assets		
Actuarial Value (AVA) ¹	31,638,559	31,638,559
Market Value (MVA) ¹	31,128,040	31,128,040
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	17,441,046	17,441,046
Disability Benefits	79,046	78,856
Death Benefits	92,744	51,768
Vested Benefits	718,204	718,205
Refund of Contributions	77,794	76,599
Service Retirees	21,594,718	21,594,718
DROP Retirees ¹	1,578,377	1,578,377
Beneficiaries	794,566	794,566
Disability Retirees	865,672	865,672
Terminated Vested	266,231	266,231
Share Plan Balances ¹	<u>175,652</u>	<u>175,652</u>
Total	43,684,050	43,641,690

C. Liabilities - (Continued)	New Benefits <u>10/1/2019</u>	Old Benefits <u>10/1/2019</u>
Present Value of Future Salaries	15,391,326	15,391,326
Present Value of Future Member Contributions	1,323,654	1,292,871
Normal Cost (Retirement)	682,192	682,192
Normal Cost (Disability)	13,477	13,446
Normal Cost (Death)	9,729	5,526
Normal Cost (Vesting)	61,852	61,853
Normal Cost (Refunds)	<u>11,123</u>	<u>10,971</u>
Total Normal Cost	778,373	773,988
Present Value of Future Normal Costs	3,662,747	3,643,614
Accrued Liability (Retirement)	14,296,191	14,296,191
Accrued Liability (Disability)	25,407	25,356
Accrued Liability (Death)	52,147	29,098
Accrued Liability (Vesting)	362,494	362,494
Accrued Liability (Refunds)	9,848	9,721
Accrued Liability (Inactives) ¹	25,099,564	25,099,564
Share Plan Balances ¹	<u>175,652</u>	<u>175,652</u>
Total Actuarial Accrued Liability (EAN AL)	40,021,303	39,998,076
Unfunded Actuarial Accrued Liability (UAAL)	8,382,744	8,359,517
Funded Ratio (AVA / EAN AL)	79.1%	79.1%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2019</u>	Old Benefits <u>10/1/2019</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances ¹	25,275,216	25,275,216
Actives	10,067,191	10,044,186
Member Contributions	<u>2,313,178</u>	<u>2,313,178</u>
Total	37,655,585	37,632,580
Non-vested Accrued Benefits	<u>314,522</u>	<u>312,904</u>
Total Present Value		
Accrued Benefits (PVAB)	37,970,107	37,945,484
Funded Ratio (MVA / PVAB)	82.0%	82.0%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	24,623	
Assumption Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	24,623	

Valuation Date	New Benefits	Old Benefits
Applicable to Fiscal Year Ending	10/1/2019	10/1/2019
	<u>9/30/2021</u>	<u>9/30/2021</u>
E. Pension Cost		
Normal Cost (with interest)		
% of Total Annual Payroll ²	27.3	27.1
Administrative Expenses (with interest)		
% of Total Annual Payroll ²	1.6	1.6
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2019, with interest)		
% of Total Annual Payroll ²	30.0	30.0
Minimum Required Contribution		
% of Total Annual Payroll ²	58.9	58.7
Expected Member Contributions		
% of Total Annual Payroll ²	8.6	8.4
Expected City and State Contribution		
% of Total Annual Payroll ²	50.3	50.3

¹ The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2019.

² Contributions developed as of 10/1/2019 are expressed as a percentage of total annual payroll at 10/1/2019 of \$2,954,168.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB

Male: RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB

Healthy Inactive Lives:

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB

Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale

Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale

The above assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2018 FRS valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements.

Interest Rate

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

Salary Increases

5.5% per year up to the assumed Pension age; see table on following page. Projected salary at Pension is increased individually to account for non-regular payments. This rate is consistent with similar Firefighter Plans across the State.

Payroll Growth

0.00% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$46,694 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Amortization Method

New UAAL amortization bases are established according to the following amortization periods:

Experience: 30 Years.

Assumption/Method Changes: 30 Years.

Benefit Changes: 30 Years.

Termination Rates

See tables below (1302). This assumption is supported by the results of an experience study dated August 10, 2011.

Disability Rates

See tables below (1201). This assumption is consistent with those used by other Florida municipal public safety plans.

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. We feel this is reasonable based on Plan provisions.

Early Pension

Commencing at the member's eligibility for Early Pension (age 50), members are assumed to retire with an immediate, subsidized benefit at the rate of 5% per year. We feel this is reasonable based on Plan provisions.

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 DROP and BACDROP benefits.

Funding Method

Entry Age Normal Actuarial Cost Method.

Asset Valuation Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical 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.

% Terminating During the Year		% Becoming Disabled During the Year		Current Salary as a % of Salary at age 55	
Age	Rate	Age	Rate	Age	Rate
20	6.0%	20	0.03%	20	15.40%
30	5.0%	30	0.04%	30	26.20%
40	2.6%	40	0.07%	40	44.80%
50	0.8%	50	0.18%	50	76.50%

SUMMARY OF CURRENT PLAN
Through Ordinance No. 17-31

<u>Eligibility</u>	Employees who are classified as full-time Firefighters shall participate in the System as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of service with the City as a Firefighter.
<u>Salary</u>	Total compensation reportable on the member's W-2 form plus all tax deferred, tax sheltered, and tax exempt items of income. Overtime hours are limited to 300 hour per year and the maximum personal leave that can be included is the amount as of May 20, 2014.
<u>Average Final Compensation</u>	Average Salary for the best 5 years of Credited Service.
<u>Member Contributions</u>	8.4% of Salary.
<u>City and State Contributions</u>	Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Part VII of Chapter 112, Florida Statutes.
<u>Normal Pension</u>	
Date	Earlier of Age 60, Age 55 and 10 years of Credited Service, or 20 years of Credited Service. For Members hired on or after May 20, 2014 the earlier of Age 60, Age 55 and 10 years of Credited Service, or Age 52 and the completion of 25 years of Credited Service.
Benefit	For Members hired before May 20, 2014, 3.37% of Average Final Compensation times Credited Service. For Members hired on or after May 20, 2014, 2.75% of Average Final Compensation times Credited Service.
Form of Benefit	Ten Year Certain and Life Annuity (options available). These options include a partial (up to 25%) lump sum of the full value of their Pension benefits in exchange for a monthly benefit that is reduced by that same percentage.

Early Pension

Eligibility	Age 50 and 10 Years of Credited Service.
Benefit	Accrued benefit, reduced 3% per year.

Vesting

Schedule	100% after 10 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Pension Date.

Disability

Eligibility	
Service Incurred	Covered from Date of Employment.
Non-Service Incurred	10 years of Credited Service.
Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in military, etc.
Benefit	Benefit accrued to date of disability but not less than 42% of Average Final Compensation (Service Incurred).
Duration	Payable for life with ten years certain or until recovery (as determined by the Board). Options available.

Death Benefits

Pre-Pension	
Vested	Monthly accrued benefit payable to designated beneficiary for 10 years.
Non-Vested	Refund of accumulated contributions without interest.
Post-Pension	Benefits payable to beneficiary in accordance with option selected at Pension.

Board of Trustees

- a. Two Commission appointees,
- b. Two Members of the Department elected by the membership, and
- c. Fifth Member elected by other 4 appointed by Commission.

Deferred Pension Option Plan

Eligibility	Hired before May 20, 2014 and satisfaction of Normal Pension requirements (Earlier of Age 60, Age 55 and 10 years of Credited Service, or 20 years of Credited Service).
Participation	Not to exceed 60 months, or the date on which the Member completes 35 years of Service, if earlier.
Rate of Return	Rate of return earned by the fund with a minimum of 0% for each quarter.
Form of Distribution	Cash lump sum (options available) at termination of employment.

BAC-DROP

Eligibility	Hired before May 20, 2014 and satisfaction of Normal Pension requirements.
Participation	Upon election to retroactively enter DROP, the BAC-DROP period will not exceed 60 months, or the date on which the Member completes 35 years of Service, if earlier.
Rate of Return	Rate of return earned by the fund with a minimum of 0% for each quarter.
Form of Distribution	Cash lump sum (options available) at termination of employment.

Chapter 175 Share Accounts

Initial Allocation

As of September 30, 2015, the amount of any premium tax monies allocated to the share plan from 2006, 2007, 2008 and 2014 was allocated to individual share accounts for Members of the System still employed on December 9, 2015.

Subsequent Allocations

Available premium tax monies shall be allocated in a manner to be negotiated.

Investment Earnings

Net rate of investment return.

Distribution

Lump sum payment at retirement, termination, disability, or death.



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: April 20, 2021

Subject: Police Officers' Pension Ordinance

Commission Goal: N/A

Introduction

This item amends Section 16-76 and 16-86 of the Police Officers' Pension Ordinance.

Background

The City's pension ordinances must comply with federal guidelines and the most current Collective Bargaining Agreement. This agenda item serves the administrative purpose of updating the ordinance to comply with a change in federal guidelines as well as changes agreed upon through the collective bargaining process between the City of Ormond Beach and the Police union, Fraternal Order of Police (FOP), and as required by the Florida Division of Retirement.

Discussion

The Setting Every Community Up for Retirement Enhancement Act (SECURE Act) provides provisions to enhance tax-advantaged retirement accounts. The SECURE Act increases the age for required minimum distribution of retirement accounts from 70 1/2 to 72 for those who reach age 70 1/2 on or after January 1, 2020. As such, the Police Officers' Pension Ordinance is being amended to comply with revised minimum distribution age.

Additionally, the ordinance amends language related to benefit eligibility. For employees hired on or after June 1, 2014, normal retirement age is the earlier of the attainment of age 60, the attainment of age 55 with 10 years of service, or the attainment of age 52 with 25 years of service. Retirement after 20 years of service with no age requirement is no longer available for those hired on or after June 1, 2014.

This provision was negotiated and enacted several years ago absent the language permitting retirement at age 52 with 25 years of service. However, the Florida Division

of Retirement indicated the additional language must be included in order to meet minimum benefit requirements for receiving state pension monies. Thus, the City had to renegotiate the additional language during the last bargaining session and incorporate the language in the current Collective Bargaining Agreement (CBA).

The ordinance amendment was reviewed by the Police Officers' Pension Board at their February 19, 2021 meeting. The board recommended approval of the amendment by the City Commission.

Budget Impact

There is no cost to the increase in the required minimum distribution age. The age and service requirement change **reduces** the City's contribution by an estimated 0.9% annually.

Citizen Impact

There is no citizen impact related to this ordinance change.

Recommendation

Staff recommends approval of the proposed ordinance amendment.

Attachments:

- 21-15 Police Officer Pension (P21-0029G)(PDF)
- 2021.02.19 Ormond Beach Police AIS (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 3/16/2021


Claire Whitley, Assistant City Manager 3/29/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 3/31/2021

ORDINANCE NO. 2021-15

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-76, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-86, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Setting Every Community Up for Retirement Enhancement ("SECURE") Act, signed into law on December 20, 2019, amended the definition of "Required Beginning Date" under Section 401(a)(9) of the Internal Revenue Code; and

WHEREAS, amendments to the Plan are necessary to conform the Pension Trust Fund to the requirements of the SECURE Act; and

WHEREAS, an amendment to the plan is necessary to comply with existing collective bargaining agreements agreed upon benefit structure; and

WHEREAS, the Board of Trustees of the City of Ormond Beach Police Officers' Pension Trust Fund has recommended an amendment to the Pension Trust Fund to comply with the SECURE Act; and

WHEREAS, the Trustees of the City of Ormond Beach Police Officers' Pension Trust Fund have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Fund; and

WHEREAS, the City Commission has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Commission deems it to be in the public interest to provide this change to the Pension Trust Fund for its Police Officers; now therefore,

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

SECTION ONE. Section 16-76, Benefit amounts and eligibility, of Article IV, Police Officers' Pension Trust Fund, of Chapter 16, Pensions and Retirement, of the City of Ormond Beach, Florida, *Code of Ordinances*, is hereby amended by amending subparagraphs (a) *Normal retirement age and date*, and (f) *Required distribution date*, to read as follows:

Sec. 16-76. Benefit amounts and eligibility.

- (a) *Normal retirement age and date.* A member's normal retirement age is the earlier of the attainment of age 60, the attainment of age 55 and the completion of ten years of credited service or the completion of 20 years of credited service. Normal retirement age for members hired on or after June 1, 2014 shall be the earlier of either the attainment of age 55 and the completion of ten years of credited service, or age 52 and the completion of 25 years of credited service, or age 60. Each member shall become 100 percent vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.
- (f) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than as required by applicable Internal Revenue Code provisions as provided for in Sec. 16-86 of the Code. ~~April 1 of the calendar year following the later of the calendar year in which the member attains age 70.5 or the calendar year in which the member terminates employment with the city.~~

SECTION TWO. Section 16-86, Minimum Distribution of Benefits, of Article IV, Police Officers' Pension Trust Fund, of Chapter 16, Pensions and Retirement, of the City of Ormond Beach, Florida, *Code of Ordinances*, is hereby amended by amending subsection (b)(1), *Time and manner of distribution*, to read as follows:

Sec. 16-86. Minimum distribution of benefits.

(b) *Time and manner of distribution.*

~~(1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70.5 or the calendar year in which the member terminated employment with the city.~~

(1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than:

a. With regard to distributions required to be made to a member who reaches age 70 ½ before January 1, 2020: April 1 of the calendar year following the later of the calendar year in which the member attains age seventy and one-half (70 ½); or April 1 of the calendar year in which the member terminates employment with the city, whichever is later.

b. With regard to distributions required to be made on or after January 1, 2020 to a member who reaches the age of 70 ½ on or after said date: April 1 of the calendar year that next follows the calendar year in which the member attains or will attain the age of 72 years, or April 1 of the calendar year that next follows the calendar year in which the member retires, whichever is later.

SECTION THREE. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION FOUR. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION FIVE. That this Ordinance shall be effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED UPON at the first reading of the City Commission, this 6th day of April, 2021.

PASSED UPON at the second and final reading of the City Commission, this 20th day of April, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

CITY OF ORMOND BEACH
POLICE OFFICERS' TRUST FUND

ACTUARIAL IMPACT STATEMENT

February 19, 2021
(Page 1)

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

The Normal Retirement eligibility for members hired after May 31, 2014 will be the earlier of Age 60, Age 55 with 10 years of Credited Service, or Age 52 with 25 years of Credited Service.

The cost impact, determined as of October 1, 2019, applicable to the fiscal year ending September 30, 2021, is as follows:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution % of Projected Annual Payroll	52.1%	53.0%
Member Contributions (Est.) % of Projected Annual Payroll	9.0%	9.0%
City And State Required Contribution % of Projected Annual Payroll	43.1%	44.0%
State Contribution (Est.) ¹ % of Projected Annual Payroll	\$411,220 9.8%	\$411,220 9.8%
City Required Contribution ² % of Projected Annual Payroll	33.3%	34.2%

¹ Represents the amount received in calendar 2020. As per a Mutual Consent Agreement between the Membership and the City, State Monies received each year up to \$544,533.32 will be available to offset the City's required contribution.

CITY OF ORMOND BEACH
POLICE OFFICERS' TRUST FUND

ACTUARIAL IMPACT STATEMENT

February 19, 2021
(Page 2)

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.

All assumptions and methods used are the same as described in the October 1, 2019 actuarial valuation report unless otherwise indicated. All of the sections of this report are considered an integral part of the actuarial opinions.



Patrick T. Donlan, ASA, EA, MAAA
Enrolled Actuary #20-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed amendment.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2019</u>	Old Benefits <u>10/1/2019</u>
A. Participant Data		
Actives	70	70
Service Retirees	59	59
DROP Retirees	1	1
Beneficiaries	0	0
Disability Retirees	3	3
Terminated Vested	<u>7</u>	<u>7</u>
Total	140	140
Total Annual Payroll	\$4,181,889	\$4,181,889
Payroll Under Assumed Ret. Age	4,181,889	4,181,889
Annual Rate of Payments to:		
Service Retirees	2,407,593	2,407,593
DROP Retirees	34,940	34,940
Beneficiaries	0	0
Disability Retirees	50,994	50,994
Terminated Vested	33,159	33,159
B. Assets		
Actuarial Value (AVA) ¹	36,604,888	36,604,888
Market Value (MVA) ¹	35,915,981	35,915,981
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	19,978,945	19,861,924
Disability Benefits	107,238	95,668
Death Benefits	84,011	71,655
Vested Benefits	1,553,693	1,777,517
Refund of Contributions	261,323	261,323
Service Retirees	31,117,205	31,117,205
DROP Retirees ¹	714,213	714,213
Beneficiaries	0	0
Disability Retirees	631,943	631,943
Terminated Vested	<u>361,620</u>	<u>361,620</u>
Total	54,810,191	54,893,068

C. Liabilities - (Continued)	New Benefits <u>10/1/2019</u>	Old Benefits <u>10/1/2019</u>
Present Value of Future Salaries	29,821,719	28,199,260
Present Value of Future Member Contributions	2,683,955	2,537,933
Normal Cost (Retirement)	942,208	956,012
Normal Cost (Disability)	12,586	11,899
Normal Cost (Death)	6,828	5,976
Normal Cost (Vesting)	96,330	116,062
Normal Cost (Refunds)	<u>39,222</u>	<u>39,222</u>
Total Normal Cost	1,097,174	1,129,171
Present Value of Future Normal Costs	7,266,224	7,285,911
Accrued Liability (Retirement)	13,710,109	13,727,997
Accrued Liability (Disability)	23,061	22,157
Accrued Liability (Death)	36,908	35,795
Accrued Liability (Vesting)	895,276	942,595
Accrued Liability (Refunds)	53,632	53,632
Accrued Liability (Inactives) ¹	<u>32,824,981</u>	<u>32,824,981</u>
Total Actuarial Accrued Liability (EAN AL)	47,543,967	47,607,157
Unfunded Actuarial Accrued Liability (UAAL)	10,939,079	11,002,269
Funded Ratio (AVA / EAN AL)	77.0%	76.9%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2019</u>	Old Benefits <u>10/1/2019</u>
Vested Accrued Benefits		
Inactives ¹	32,824,981	32,824,981
Actives	7,254,823	7,256,517
Member Contributions	<u>2,409,597</u>	<u>2,409,597</u>
Total	42,489,401	42,491,095
Non-vested Accrued Benefits	<u>1,544,783</u>	<u>1,596,673</u>
Total Present Value		
Accrued Benefits (PVAB)	44,034,184	44,087,768
Funded Ratio (MVA / PVAB)	81.6%	81.5%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	(53,584)	
Assumption Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	(53,584)	

Valuation Date	New Benefits	Old Benefits
	10/1/2019	10/1/2019
Applicable to Fiscal Year Ending	<u>9/30/2021</u>	<u>9/30/2021</u>
E. Pension Cost		
Normal Cost (with interest)		
% of Total Annual Payroll ²	27.1	27.9
Administrative Expenses (with interest)		
% of Total Annual Payroll ²	1.0	1.0
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2019, with interest)		
% of Total Annual Payroll ²	24.0	24.1
Minimum Required Contribution		
% of Total Annual Payroll ²	52.1	53.0
Expected Member Contributions		
% of Total Annual Payroll ²	9.0	9.0
Expected City and State Contribution		
% of Total Annual Payroll ²	43.1	44.0

¹ The asset values and liabilities include accumulated DROP Plan Balances as of 9/30/2019.

² Contributions developed as of 10/1/2019 are expressed as a percentage of total annual payroll at 10/1/2019 of \$4,181,889.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: RP2000 Generational, 100% Combined Healthy White Collar, Scale BB

Male: RP2000 Generational, 10% Combined Healthy White Collar / 90% Combined Healthy Blue Collar, Scale BB

Healthy Inactive Lives:

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB

Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale

Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale

The above assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2018 FRS valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements.

Interest Rate

6.75% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

5.50% per year up to the assumed retirement age; see Table below. Projected salary at retirement is increased individually to account for non-regular payments. This is based on the results of an actuarial experience study for the period 1987 - 2010.

Payroll Growth

0.44% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$42,289 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Amortization Method

New UAAL amortization bases are established according to the following amortization periods:

Experience: 30 Years.

Assumption/Method Changes: 30 Years.

Benefit Changes: 30 Years.

Termination Rates

See Tables below. This is based on the results of an actuarial experience study for the period 2002 - 2010.

Disability Rates

See Tables below (1201). It is assumed that 75% of disablements and active member deaths are service related.

Retirement Age

Upon attainment of Normal Retirement Eligibility. We feel this is reasonable based upon the plan provisions.

Early Retirement

Commencing at the member's eligibility for Early Retirement (attainment of age 45 with 10 years of Credited Service), members are assumed to retire with an immediate, subsidized benefit at the rate of 5% per year. We feel this is reasonable based upon the plan provisions.

Salary Increases

5.50% per year up to the assumed retirement age; see Table below. Projected salary at retirement is increased individually to account for non-regular payments. This is based on the results of an actuarial experience study for the period 1987 - 2010.

Funding Method

Entry Age Normal Actuarial Cost Method.

Asset Valuation

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

% Terminating During the Year		% Becoming Disabled During the Year		Current Salary Scale as a % of Salary at age 50	
Age	Rate	Age	Rate	Age	Rate
20	9.0%	20	0.03%	20	20.10%
30	7.5%	30	0.04%	30	34.30%
40	3.9%	40	0.07%	40	58.50%
50	1.2%	50	0.18%	50	100.00%

SUMMARY OF CURRENT PLAN
(Through Ordinance No. 2017-11)

<u>Eligibility</u>	Full-time employees who are classified as full-time sworn officers participate in the System as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of service with the City as a Police Officer.
<u>Salary</u>	Prior to August 21, 2012: Total Compensation. For service earned on or after August 21, 2012 salary shall not include more than 300 hours of overtime per fiscal year. Unused personal leave time accrued prior to August 21, 2012 or the amount accrued on August 21, 2013 if less and not restored prior to August 21, 2013 shall be included in Salary at retirement. Personal leave time accrued on or after August 21, 2013 cannot be restored.
<u>Average Final Compensation</u>	Average Salary for the best 5 years during the 10 years immediately preceding termination.
<u>Member Contributions</u>	9.00% of Salary
<u>City and State Contributions</u>	Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Part VII of Chapter 112, F.S.
<u>Normal Retirement</u>	
Date	Earlier of age 60, age 55 and 10 years of Credited Service, or 20 years of Credited Service. (Earlier of age 60, age 55 and 10 years of Credited Service, or age 52 and 25 years of Credited Service if hired after May 31, 2014.) 3.30% of Average Final Compensation times Credited Service (2.75% if hired on or after August 21, 2012).
Form of Benefit	Ten Year Certain and Life Annuity (options available).
<u>Early Retirement</u>	
Eligibility	Age 45 and 10 Years of Credited Service.
Benefit	Accrued benefit, reduced 3.00% per year.
<u>Cost-of-Living Adjustment</u>	Beginning the first October 1st following one year of retirement, annual adjustments of 1.00%.

Vesting

Schedule	100% after 10 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.

Disability

Eligibility

Service Incurred	Covered from Date of Employment.
Non-Service Incurred	10 years of Credited Service.

Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in military, etc.
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Benefit	Benefit accrued to date of disability but not less than 42% of Average Final Compensation (Service Incurred).
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Duration	Payable for life and ten years certain (options available) or until recovery (as determined by the Board).
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Death Benefits

Pre-Retirement

Vested	Monthly accrued benefit payable to designated beneficiary for 10 years.
Non-Vested	Refund of accumulated contributions without interest.

Post-Retirement	Benefits payable to beneficiary in accordance with option selected at retirement.
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Chapter 185 Share Plan

Established by Ordinance No. 2017-11. The Share Plan is not currently funded.

Board of Trustees

- a. Two Commission appointees,
- b. Two Members of the Department elected by the membership, and
- c. Fifth Member elected by other 4 and appointed by Commission.

Deferred Retirement Option Plan

Eligibility	Satisfaction of Normal Retirement requirements (Earlier of age 60, age 55 and 10 years of Credited Service, or 20 years of Credited Service). Members hired on or after August 21, 2012 are not eligible.
Participation	Not to exceed 60 months, or the date on which the Member completes 30 years of Service, if earlier.
Rate of Return	Participants election: a.) 6.50% annually for Members who enter DROP prior to August 21, 2012 and 2.00% annually for those who enter DROP on and after August 21, 2012, or b.) actual net rate of investment return (total return net of brokerage commissions, transaction costs and management fees) credited each fiscal quarter.
Form of Distribution	Cash lump sum (options available) at termination of employment.