



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
July 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

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ADOPTION OF FY 2021-2022 TENTATIVE MILLAGE RATE**
 - A. RESOLUTION NO. 2021-102:** A RESOLUTION ADOPTING PROPOSED MILLAGE RATES FOR THE 2021-2022 FISCAL YEAR; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST PUBLIC HEARING ON THE PROPOSED MILLAGE RATES AND THE TENTATIVE BUDGET; DIRECTING COMMUNICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Kelly McGuire, Finance Director (386-676-3226)
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A.** Minutes from City Commission meeting – June 1, 2021
- 7. CONSENT AGENDA**

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

- A. **RESOLUTION NO. 2021-103:** A RESOLUTION AUTHORIZING THE CITY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Ann-Margret Emery, Deputy City Attorney (386-676-3218)*

- B. **RESOLUTION NO. 2021-104:** A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF GEORGE POSTELL; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Randal Hayes, City Attorney (386-676-3217)*

- C. **RESOLUTION NO. 2021-105:** 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 SAMUEL C. EDDY, LOCATED AT 211 HERNANDEZ 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)*

- D. **RESOLUTION NO. 2021-106:** A RESOLUTION AUTHORIZING THE EXTENSION OF TIME FOR BUSINESSES TO DISPLAY BANNER SIGNS ON A TEMPORARY BASIS WITHOUT PERMITTING REQUIREMENTS THROUGH AND INCLUDING SEPTEMBER 30, 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)*

- E. **RESOLUTION NO. 2021-107:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION IN SUPPORT OF PLANNING AND FUNDING OF VOLUSIA COUNTY TRANSPORTATION SYSTEM PROJECTS; AUTHORIZING THE EXPENDITURE OF FUNDING AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2021-108:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT DEED FROM MHK OF VOLUSIA COUNTY, INC. FOR A

PORTION OF LOTS 24 AND 39 VERONA VILLAS SUBDIVISION, AS RECORDED IN MAP BOOK 56, PAGE 74, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2021-109:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM CUMMINS SALES AND SERVICE FOR REPAIRS TO FIRE APPARATUS QUINT 93 FIRE TRUCK; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **RESOLUTION NO. 2021-110:** A RESOLUTION RATIFYING AND AFFIRMING PROCUREMENT FROM GENERAL MECHANICAL CORPORATION FOR REPLACEMENT OF THE CHILLER AT CITY HALL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **RESOLUTION NO. 2021-111:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT AND RENEWAL OF AGREEMENT FOR TRANSPORTATION CONSULTING SERVICES BETWEEN THE CITY OF ORMOND BEACH AND GHYABI CONSULTING MANAGEMENT, LLC; AND SETTING FORTH AN EFFECTIVE DATE.

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

- J. **RESOLUTION NO. 2021-112:** A RESOLUTION AUTHORIZING A COST INCREASE TO ODYSSEY MANUFACTURING CO. REGARDING THE PROVISION OF SODIUM HYPOCHLORITE UNDER ITB 2020- 24; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Tim Heyrend, Utilities Manager (386-676-3305)

- K. **RESOLUTION NO. 2021-113:** A RESOLUTION AUTHORIZING A COST INCREASE TO CHEMTRADE CHEMICALS US, LLC REGARDING THE PROVISION OF ALUMINUM SULFATE UNDER ITB 2020-06; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Tim Heyrend, Utilities Manager (386-676-3305)

- L. **RESOLUTION NO. 2021-114:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION IN THE AMOUNT OF \$12,678.00 TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AUTHORIZING THE SOLE SOURCE PROCUREMENT OF AUTOMATED LICENSE PLATE READERS FROM NDI TECHNOLOGIES, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Loretta Moisio, Grants Coordinator (386-676-3315)

- M. **RESOLUTION NO. 2021-115:** A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PLAN FOR THE 2021-2022 FISCAL YEAR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Loretta Moisio, Grants Coordinator (386-676-3315)

- N. **RESOLUTION NO. 2021-116:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT AND RENEWAL OF A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE SCHOOL BOARD OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Jesse Godfrey, Police Chief (386-676-3525)

- O. **RESOLUTION NO. 2021-117:** A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT DEVELOPMENT ADDENDUM BETWEEN THE CITY AND THE FEDERAL AVIATION ADMINISTRATION REGARDING THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT) FOR THE DESIGN PHASE TO REHABILITATE TAXIWAY BRAVO AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

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

- P. **RFP 2021-22 Miscellaneous Crafts & Trades**

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

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

- Q. **Auto Renew Contract - Stanley Steamer Display**

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

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

- R. **City Manager Status Report - July 2021**

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

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

- S. **Approval of Travel**

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

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

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2021-19:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT AND GENERAL REGULATIONS, SECTION 2-09, REA, RURAL ESTATE/AGRICULTURE; AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, TO PROVIDE DEFINITIONS AND SPECIFIC CONDITIONAL CRITERIA THAT WOULD ALLOW AN OFF-ROAD RECREATIONAL VEHICLE COURSE AS A SPECIAL EXCEPTION USE IN THE REA, RURAL ESTATE/AGRICULTURE ZONING DISTRICT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **ORDINANCE NO. 2021-20:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, OF THE LAND DEVELOPMENT CODE TO ADD DEFINITIONS AND ACCESSORY USE STANDARDS TO ALLOW MOBILE FOOD DISPENSING VEHICLES (FOOD TRUCKS) UNDER CERTAIN CONDITIONS AND WITHIN CERTAIN ZONING DISTRICTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **ORDINANCE NO. 2021-21:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, OF THE LAND DEVELOPMENT CODE TO AMEND THE CONDITIONS FOR NON-PROFIT RELATED CAR AND MOTORCYCLE WASHES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **ORDINANCE NO. 2021-22:** AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE VI, ARCHITECTURAL DESIGN STANDARDS, SECTION 3-70, SPECIAL STRUCTURE PROVISIONS, OF THE LAND DEVELOPMENT CODE TO AMEND THE REQUIREMENTS FOR MOTOR VEHICLE SERVICE STATION CANOPIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2021-24:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ORMOND GATEWAY" SUBDIVISION, A COMMERCIAL THREE (3) LOT SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. STAFF ACTION ITEMS

- A. FLORIDA LEAGUE OF CITIES VOTING DELEGATE

Staff Contact: Wendy Hontz, Acting City Clerk (386-676-3332)

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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.



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: July 20, 2021

Subject: FY 2021-22 Tentative Millage Rate

Commission Goal: N/A

Introduction

This is a request for the City Commission to set the tentative millage rate that will be placed on the TRIM notice by the Property Appraiser, and to establish the dates and times for the first public hearings on Wednesday, September 8, 2021, at 7:00 p.m. and the final public hearing on Wednesday, September 22, 2021, at 7:00 p.m.

Discussion

The annual budget workshop is scheduled for Tuesday, July 13, 2021, at 5:30 p.m. to discuss the FY 2021-22 proposed budget and tax rate.

The tentative millage rates to be set include both the operating tax rate and two voter approved millages which reflect the rates necessary to pay debt service in FY 2021-22.

The proposed tax rate is equal to the current tax rate. This rate will provide funding to continue the high level of services currently provided to our community and dedicates funding for continued maintenance of City facilities and roadways.

The proposed rate also provides funding for the establishment of a Public Safety Vehicle and Equipment Fund consistent with the goals adopted by the City Commission as part of the strategic goal setting process. The additional funding provided for within the Public Safety Vehicle and Equipment Fund will be used to establish an ongoing schedule to replace nine Police Vehicles annually. The fund also includes existing millage for lease payments related to two Fire Pumpers purchased in 2020 and one Fire Pumper purchased in 2017.

Millage Purpose	Tentative Rate
General Operating	3.3478
General Capital Improvements	0.1020

General Vehicle & Equipment Replacement	0.0510
Public Safety Vehicle & Equipment Replacement	0.1580
Transportation	0.1270
Facilities Renewal & Replacement	0.1270
TOTAL OPERATING	3.9128
2003 Voter Approved General Obligation Bond	0.0290
2010 Voter Approved General Obligation Bond	0.0890
TOTAL MILLAGE	4.0308

The proposed operating tax rate of 3.9128 is 4.7% above the rolled back rate of 3.7370. The combined tax rate is equal to the current rate.

As in the past, the operating and debt rates will be set with a single resolution.

Recommendation

Staff is recommending approval of the aforementioned tentative millage rates.

Attachments:

- 21-102 Tentative Millage Rate (P21-0091G) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 7/7/2021


Claire Whitley, Assistant City Manager 7/14/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/15/2021

RESOLUTION NO. 2021-102

A RESOLUTION ADOPTING PROPOSED MILLAGE RATES FOR THE 2021-2022 FISCAL YEAR; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST PUBLIC HEARING ON THE PROPOSED MILLAGE RATES AND THE TENTATIVE BUDGET; DIRECTING COMMUNICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. After careful consideration of the estimate of receipts and the estimate of expenditures of the City of Ormond Beach, Florida (“the City”), it is hereby agreed that the rates of taxation necessary to meet such expenses will be, for each of the hereinafterstated purposes, the amounts estimated, declared and hereby levied, to-wit:

(a) in order to meet the estimate of expenses of the City, it is hereby determined and declared that the total operating millage shall be at the rate of 3.9128 mills or \$3.9128 per \$1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for those purposes hereinafter described to provide for the expenditures as estimated in the Fiscal Year 2021-2022 Annual Budget;

(i) in order to meet the estimate of General Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, Vehicle Replacement Fund and Transportation Improvement Fund expenses of the City, it is hereby determined and declared that the operating millage rate (General, Capital Improvements Fund, Facilities Renewal and Replacement Fund, Vehicle

Replacement Fund and Transportation Improvements Fund combined) shall be at the rate of 3.9128 mills or \$3.9128 per \$1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for general purposes to provide for the General Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, and Transportation Improvements Fund expenditures as estimated in the Fiscal Year 2021-2022 Annual Budget;

- (ii) the millage rate to be levied, 3.9128 mills, is equal to the “rolled-back” millage rate, which is \$3.9128 per \$1,000 of taxable value;
- (iii) in order to pay interest upon and sinking fund requirements for the outstanding 2003 general obligation bond issue of the City, and for the purpose of paying the expenses of servicing such bonds, it is hereby determined and declared that the debt service millage shall be at the rate of 0.0290 mills or 2.90¢ per \$1,000 of taxable value, and the same is hereby levied and imposed on all non-exempt taxable property within the corporate limits of the City for the purposes hereinbefore stated in this Subsection. Voters approved the 2003 general obligation bond issue on April 15, 2003 in order to construct a replacement fire station.
- (iv) in order to pay interest upon and sinking fund requirements for the outstanding 2010 general obligation bond issue of the City, and for the purpose of paying the expenses of servicing such bonds, it is hereby

determined and declared that the debt service millage shall be at the rate of 0.0890 mills or 8.90¢ per \$1,000 of taxable value, and the same is hereby levied and imposed on all non-exempt taxable property within the corporate limits of the City for the purposes hereinbefore stated in this Subsection. Voters approved the 2010 general obligation bond issue on August 24, 2010 for the acquisition and development of a beachfront park.

SECTION TWO. A public hearing on the aforesated proposed millage rates and on the tentative Fiscal Year 2021-2022 Annual Budget will be held on Wednesday, September 8, 2021 at 7:00 p.m., in the Commission Chambers of the Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida.

SECTION THREE. The City Manager is hereby directed to advise the Volusia County Property Appraiser of the City's proposed millage rates as hereinbefore set forth, of its rolled-back millage rate computed pursuant to Section 200.065(1), *Florida Statutes*, and Rule 12D-17.0035, *Fla. Admin. Code*, and of the date, time and place at which the City will hold a public hearing to consider the proposed millage rates and the tentative Fiscal Year 2021-2022 Annual Budget.

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

APPROVED AND AUTHENTICATED this 20th day of July 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

June 1, 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 Acting City Clerk Wendy Hontz.

A G E N D A

- 1. CALL TO ORDER
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. PRESENTATIONS AND PROCLAMATIONS
 - A. Major Fany L. Rivera
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA
- 6. APPROVAL OF MINUTES

- A. Minutes from City Commission meeting – May 18, 2021

7. CONSENT AGENDA

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

- A. **RESOLUTION NO. 2021-92:** A RESOLUTION REAPPOINTING A MEMBER TO SERVE ON THE VOLUSIA GROWTH MANAGEMENT COMMISSION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Wendy Hontz, Acting City Clerk (386-676-3332)

- B. **RESOLUTION NO. 2021-93:** A RESOLUTION ACCEPTING THE PROPOSAL OF FIREWORKS BY SANTORE, INC. REGARDING A FIREWORKS DISPLAY; GRANTING A LIMITED WAIVER FROM THE CITY’S MINIMUM INSURANCE REQUIREMENTS; ACCEPTING A CERTIFICATE OF GENERAL LIABILITY INSURANCE; AUTHORIZING THE EXECUTION OF A CONTRACT; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2021-94:** A RESOLUTION ACCEPTING A PROPOSAL FROM UPHAM, INC. FOR DESIGN SERVICES REGARDING THE DOUG THOMAS WAY EXTENSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2021-95:** A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF MARK AND JENNIFER HAACK RELEASING A PORTION OF A FIVE-FOOT (5.0') UTILITY EASEMENT LOCATED ALONG THE SOUTH INTERIOR SIDE YARD PROPERTY LINE OF LOT 289, TRAILS SUBDIVISION, UNIT 9 (1 WILLOW OAK TRAIL); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2021-96:** A RESOLUTION AUTHORIZING THE PURCHASE OF TIRES FOR CITY VEHICLES, UNDER THE SHERIFFS ASSOCIATION CONTRACT NUMBER FSA 19-TRS21.0 ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2021-97:** A RESOLUTION AUTHORIZING AN ADDITIONAL EXPENDITURE FOR THE SOLE SOURCE PROCUREMENT OF PUMPING AND CONTROL EQUIPMENT AND REPAIR SERVICES FROM XYLEM WATER SOLUTIONS USA, INC. ON AN AS-NEEDED BASIS FOR THE CITY'S WASTEWATER COLLECTION SYSTEM LIFT STATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Tim Heyrend, Utilities Manager (386-676-3305)

- G. **RESOLUTION NO. 2021-98:** A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD AND HUNT, INC. FOR ENGINEERING DESIGN AND BIDDING SERVICES REGARDING THE WATER RECLAMATION FACILITY UPGRADES PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **RESOLUTION NO. 2021-99:** A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION WITH HOYLE, TANNER AND ASSOCIATES REGARDING A SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT TO EXTEND RUNWAY 9/27 AND TAXIWAY ALPHA AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **RESOLUTION NO. 2021-101:** A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF MATTHEW SCHUBERT; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Randal Hayes, City Attorney (386-676-3217)

- J. **Request for Proposals - CDBG, Fleming Playground Project**

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

Disposition: Approve as recommended in the City Manager memorandum dated June 1, 2021.

K. Invitation to Bid - 2021 Roadway Resurfacing, Bid No. 2021-21

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

Disposition: Approve as recommended in the City Manager memorandum dated June 1, 2021.

L. Contract Auto-Renew - Yellowstone Landscape Grounds Maintenance

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

Disposition: Approve as recommended in the City Manager memorandum dated June 1, 2021.

M. Budget Status Report for January 2021 - March 2021

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

Disposition: Approve as recommended in the City Manager memorandum dated June 1, 2021.

N. FY 2021-22 Budget Calendar

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

Disposition: Approve as recommended in the City Manager memorandum dated June 1, 2021.

O. City Manager Status Report - May 2021

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

Disposition: Approve as recommended in the City Manager memorandum dated June 1, 2021.

8. SECOND READING OF ORDINANCES

A. ORDINANCE NO. 2021-18: AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ORMOND GRANDE" SUBDIVISION, A PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. (SECOND READING)

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

9. RESOLUTIONS

A. RESOLUTION NO. 2021-100: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING A PRELIMINARY PLAT FOR " PLANTATION OAKS PHASE 1A", A PLANNED RESIDENTIAL SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Pastor Kyle Kwitowski, Blueprint Community Church, gave the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and ProclamationsItem #4A – Major Fany L. Rivera

Mayor Partington presented Major Fany L. Rivera with a proclamation in honor of her service in the Army and outstanding achievements in her military career. He explained Major Rivera had made the decision to retire in order to stay home and care for her children and her husband, who was injured during his service. He urged all residents to join him in wishing Major Fany L. Rivera the best in her well-deserved retirement and thanked her for her service.

Item #5 – Audience Remarks

Ms. Connie Colby, 108 Roble Lane, provided comments on behalf of a friend who was unable to attend. She discussed the former church building located at 56 North Beach Street and the importance of historic preservation.

Mr. Norman Lane, 1314 Northside Drive, stated he believed the building at 56 North Beach Street had potential to become a community center or have another usage. He discussed why he believed the building should be saved and requested the Commission reconsider their decision for demolishing the building. He read a letter provided to him by Dr. Katie Tripp requesting the Commission delay the demolition of the building until further discussions were held.

Ms. Terry Mercer, 31 Dix Avenue, discussed parking located in Downtown Ormond Beach. She stated she believed the former church building should not be torn down and turned into a parking lot, but instead believed signage for parking in the area should be improved. She discussed potential uses for the building and requested the Commission reconsider their decision to demolish it.

Mr. Jason Aufdenberg, 220 South Fredrick Avenue, Daytona Beach, stated he served on the Saint Johns River-to-Sea Loop Alliance. He explained he was excited about potential options for the property located at 56 North Beach Street that could encourage members of the public to converge through the East Coast Greenway, which ran along the property. He discussed the property and provided comments on behalf of a colleague in Daytona Beach who encouraged the Commission turn the property into an area that encouraged outdoor recreation as well.

Ms. Monique Von Oetinger, 112 Railwood Circle, noted she was upset that the church was planning to be demolished. She encouraged the Commission to reconsider demolishing the building and save the structure instead.

Ms. Linda Williams, 131 Bosarvey Avenue, read a letter written by Ms. Kathy Maloney Johnson, who was in support of saving the former church building on the property. She noted the community needed to come together and find common ground on the topic. She discussed the former church and expressed her support for saving the building.

Mr. George Cohan, 1551 Crowne View Drive, stated he believed the site was significant and encouraged the Commission to reconsider their decision to demolish the building and review other potential options for the site instead.

Ms. Rita Press, 875 Wilmette Avenue, stated she felt that due to COVID-19, many members of the public were not involved in discussions regarding the church property. She listed potential options for renovating the former building at the site and discussed her disapproval of turning the site into a parking lot. She requested the Commission

implement a six-month pause on the demolition of the structure to investigate further options for the site.

Mr. Jim Schultz, 117 Harvard Drive, discussed the first amendment, fluoridation, and COVID-19.

Item #6– Approval of Minutes

Mayor Partington advised the minutes of the May 18, 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 Persis moved, seconded by Commissioner Selby, for approval of the May 18, 2021, City Commission meeting minutes.

The motion passed by voice vote.

Item #7 – Consent Agenda

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

Commissioner Littleton requested to pull Item 7C and Item 7H.

Commissioner Selby stated he would like to pull Item 7K.

Commissioner Kent moved, seconded by Commissioner Selby, for approval of the consent agenda, absent Items 7C, 7H, and 7K.

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

Item #7C – Doug Thomas Way Extension

Acting City Clerk Wendy Hontz read by title only:

RESOLUTION NO. 2021-94
A RESOLUTION ACCEPTING A PROPOSAL FROM UPHAM, INC. FOR DESIGN SERVICES REGARDING THE DOUG THOMAS WAY EXTENSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Resolution No. 2021-94, as read by title only.

Commissioner Littleton explained that during a previous budget meeting he stated he was not in favor of the project. He noted he still did not believe the project was needed or provided much benefit, and felt there were other priorities that the transportation funds could be used for instead. He stated he felt citizens would not be in support of tearing down trees for the project, and noted he would be voting against the item.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	No
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #7H – Supplemental Environmental Assessment - Runway 9/27

Acting City Clerk Wendy Hontz read by title only:

RESOLUTION NO. 2021-99

A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION WITH HOYLE, TANNER AND ASSOCIATES REGARDING A SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT TO EXTEND RUNWAY 9/27 AND TAXIWAY ALPHA AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Brian Rademacher, Economic Development Director, presented a PowerPoint presentation that discussed the proposed Supplemental Environmental Assessment (SEA) for the extension of Runway 9/27 and Taxiway Alpha at the Ormond Beach Municipal Airport (OMN). He provided a brief description and history regarding the project. He discussed a grant the city had previously received from the Federal Aviation Administration (FAA) to fund the extension of Runway 9/27 and Taxiway Alpha by 1,000 feet. He explained the design and SEA were prepared for the project in 2018 with a finding of no significant impact. He noted the grant included a special condition that the city acquire easements or fee title to the portion of the Runway Protection Zone that was not on airport property, but explained the city was unable to meet that special condition. He noted the city revised the scope to construct Runway 9/27 600 feet to the west. He noted a new SEA was a requirement for the revised scope to identify changes based on the proposed new project. He stated once the SEA was completed, a 30-day public comment period would follow and would be reviewed by the FAA. He listed benefits of the extension project and noted staff recommended approval of the proposed work authorization.

Mr. David Slick, 322 John Anderson, discussed the history of the project and the runway extension. He stated his business was located near OMN and discussed the positive economic impacts the airport had on the city. He noted the benefits of the extension and stated his support for the project. He discussed the former golf course located near the airport and noted the city had the opportunity to see more career opportunities become available in the area.

Mr. Joel Hernandez, 655 Pineland Trail, stated his opposition to the proposed project and discussed the original SEA that was performed in 2018. He detailed each of the alternatives identified in the original SEA, and discussed reasons why the alternatives previously presented were denied. He stated he preferred that the Commission choose to not take any action on the extension and not move forward with the project.

Mr. Mike Rojers, 667 Pineland Trail, discussed funding for the proposed SEA, noting the FAA and Florida Department of Transportation (FDOT) had denied funding the project. He provided the Commission with copies of emails involving Hoyle, Tanner, and Associates, the consultants for the project. He noted if the city's consultants were struggling to justify the project, then he felt it should not be completed. He discussed the original SEA and his opposition against the project.

Mr. Mike Jiloty, 702 Woodbridge Court, stated he was excited to see the process of improving the airport moving forward. He discussed the benefits of businesses being located near an airport and the economic support that the airport provided for the city. He stated his support for the development and improvement of OMN.

Ms. Kelli Augat, 655 Pineland Trail, listed multiple neighborhoods in the city that would be negatively affected by the extension of Runway 9/27 at OMN.

Mr. Bob Blankenship, 663 Pineland Trail, noted he did not see a reason for the Runway 9/27 extension and discussed reasons why he was against the project. He explained the city received revenue from various other sources and felt the project was not utilizing funds properly.

Ms. Sharon Trescott, 689 Pineland Trail, explained as an adjoining property owner to the airport, she was never informed about the runway extension. She suggested the Commission look into the project further before awarding the work authorization. She stated she believed the Commission should focus on other issues taking place at the airport before moving forward with any other projects. She noted the jets at OMN created multiple problems for nearby residents.

Mr. Alan Jorczak, 679 North Beach Street, noted a clean industrial base that provided higher paying jobs was an important aide to the community. He stated his support for OMN growing its capabilities and felt the runway extension would assist in growing the Ormond Crossings area.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Resolution No. 2021-99, as read by title only.

Commissioner Littleton stated he pulled the item to allow for discussion. He noted he had seen comments from the public that passenger airline jets would be landing at the airport and questioned if that was a true statement; whereby, Mr. Rademacher noted that was not true and there was no expectation that carrier services would be using the airport.

Commissioner Littleton inquired if the runway extension would increase noise; whereby, Mr. Rademacher stated the project would help to mitigate noise and explained how the extension would aide in noise mitigation.

Commissioner Persis questioned how many trees were planned to be demolished for the runway extension; whereby, Mr. Rademacher noted the city would be clearing trees that were currently on the airport property, but explained he was unsure if trees on private property would be impacted.

Mr. Steven Lichliter, Airport Manager, noted trees were planned to be cleared on airport property to provide the necessary clear zones for the project. He explained FDOT occasionally may require tree trimming on private property.

Commissioner Selby inquired about a noise abatement task force that was implemented several years prior regarding the airport; whereby, Mr. Lichliter noted the task force was established in 2009 and discussed the task force and the purpose of their meetings. He noted the airport had voluntary noise abatement procedures that were posted to the city’s website and posted at OMN.

Commissioner Selby inquired if most landings and take-offs at OMN were from Ormond Beach based flight schools; whereby, Mr. Lichliter noted there was one large flight school in Ormond Beach and discussed the air traffic the airport received from flight schools within the area.

Commissioner Selby questioned if the city could limit non-Ormond Beach based businesses from utilizing the airport; whereby, Mr. Lichliter stated they could not.

Mayor Partington noted he had heard rumors that Delta or American Airlines would begin flying large commercial planes at OMN. He questioned if that statement was or has ever been true; whereby, Mr. Lichliter noted that it was not true.

Mayor Partington confirmed that no commercial airliner had ever landed at OMN and were not planned to in the future, with the exceptions of an emergency landing; whereby, Mr. Lichliter stated that was correct.

Mayor Partington explained the city had previously paid for a SEA for the 1,000-foot runway extension, noting the SEA came back with no significant findings. He confirmed the city was proposing to now extend the runway 600 feet and the FAA was still requiring a new SEA be performed, even though there were no significant findings for the 1,000-foot extension; whereby, Mr. Lichliter stated that was correct.

Mr. Lichliter explained the FAA was requiring a new SEA in order for the proposed project to take place and to study any changes that may not have been studied during the first SEA.

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

Item #7K – Invitation to Bid - 2021 Roadway Resurfacing, Bid No. 2021-21

Commissioner Selby discussed the project and cost in further detail. He noted at the current proposed rate it would take the city around 70 years to repave all the roadways. He expressed concerns for resurfacing roadways that have been recently micro surfaced. He requested staff address comments regarding the roadway resurfacing.

Mr. Shawn Finley, City Engineer, discussed micro-surfacing and the process and timeline that the city had been implementing over the past few years. He proceeded to further discuss resurfacing and noted staff was temporarily stepping back and re-evaluating the micro surfacing portion of the program, and it was not included in the current year. He stated city staff worked with engineers to ensure the city could get closer to where they should be and to meet the expectations of the citizens.

Mayor Partington questioned if the 187 miles of roadway referenced in the staff report referred to actual miles; whereby, Mr. Finley confirmed it was 187 miles of city-maintained streets.

Mayor Partington noted the city was losing significant funding from road taxes. He questioned if the Commission should reconsider the amount of funding they set aside and consider resurfacing more than one percent of the roadways per year.

Commissioner Selby moved, seconded by Commissioner Littleton, for approval of the Invitation to Bid, Bid No. 2021-21.

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

Mayor Partington closed the public hearings.

Comments on the Consent Agenda

Commissioner Kent complimented Item 7L, which approved of an auto-renew contract with Yellowstone Landscaping. He discussed landscaping in medians and roadways throughout the city. He stated he preferred to see Asiatic Jasmine in the medians and listed benefits to improving the landscaping.

Item #8 – Second Reading of Ordinances

Mayor Partington opened the public hearings.

Item #8A – Ormond Grande Final Plat

Acting City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-18
AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ORMOND GRANDE” SUBDIVISION, A PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-18, on second reading, as read by title only.

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

Item #9 – Resolutions

Item #9A – Plantation Oaks, Unit 1A, Preliminary Plat

Acting City Clerk Wendy Hontz read by title only:

RESOLUTION NO. 2021-100
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING A PRELIMINARY PLAT FOR “PLANTATION OAKS PHASE 1A”, A PLANNED RESIDENTIAL SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the item was a request to approve the preliminary plat for Phase A of the Plantation Oaks development. He displayed a map of the site and preliminary plat. He noted the project proposed 121 single-family lots and discussed the stormwater retention on the site and surrounding area. He detailed the process the applicant would need to go through next for the property. He stated staff and the Planning Board recommended approval.

Commissioner Kent moved, seconded by Commissioner Selby, for approval of Resolution No. 2021-100, as read by title only.

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

Mayor Partington closed the public hearings.

Item #10 – Reports, Suggestions, Requests

Updates

Ms. Joyce Shanahan, City Manager, noted there was a new monthly report included in the agenda packet. She explained the item provided reports from various departments and would be included in future agenda packets.

Fire at 867 South Atlantic Avenue

Ms. Shanahan discussed a fire that had taken place at 867 South Atlantic Avenue the prior weekend. She displayed a video and photograph of the scene, and complimented the Ormond Beach Fire Department and Ormond Beach Police Department on their response to the scene.

Commissioner Kent complimented Ormond Beach Fire Chief Rusty Sievers and Ormond Beach Police Department Chief Jesse Godfrey.

Hurricane Season

Ms. Claire Whitley, Assistant City Manager, noted June 1, 2021, kicked off the 2021 hurricane season. She discussed the city’s preparation efforts for the season. She noted the tax-free holiday would be in effect until June 6, 2021.

Upcoming Meetings

Ms. Shanahan provided details on various upcoming meetings that were set to take place with the Commission regarding the budget. She stated a Capital Improvements Program and Draft Budget Workshop would be held on Tuesday, July 13, 2021, and an Operating Budget Workshop on Tuesday, July 20, 2021.

Events

Commissioner Persis, Commissioner Littleton, and Mayor Partington complimented the Taste of Ormond Event.

Commissioner Persis, Commissioner Littleton, Commissioner Selby, Commissioner Kent, and Mayor Partington complimented the Memorial Day Ceremony and thanked Leisure Services staff for their hard work in planning the event.

Compliments and Thanks

Commissioner Persis and Mayor Partington thanked the Lohman family for their generous donation to ensure 5th and 8th grade Ormond Beach students would receive a free field study to the Museum of Arts and Sciences for the next three years.

Commissioner Kent complimented Mr. Ike Leary for passing out hot dogs to the community on Memorial Day at Granada Pier Bait and Tackle.

Commissioner Kent complimented Ms. Shanahan for her leadership skills and hard work.

Commissioner Kent complimented IT Director Mr. Ned Huhta on his 17-year anniversary with the City of Ormond Beach.

Commissioner Kent thanked audience speaker Mr. Jim Schultz for his passion and for continuing to attend meetings to discuss his opinions on fluoride.

Tomoka Oaks

Commissioner Littleton noted he had attended a Tomoka Oaks developer meeting and many citizens were inquiring about receiving funding through Volusia Forever and ECHO grant funds to purchase some or all of the former Tomoka Oaks golf course. He stated he believed the city should send a letter respectfully requesting if the organizations were interested in purchasing some or all of the Tomoka Oaks former golf course.

City Staff

Commissioner Selby stated he was made aware of personal attacks on city staff, specifically Mr. Lichliter and Mr. Rademacher. He noted it was inappropriate for city staff to receive personal attacks for performing their jobs and complimented staff for their hard work.

Mayor Partington noted attacks on city staff were unacceptable. He requested City Attorney Mr. Randy Hayes and Ms. Shanahan work together on a strong response that expressed the city did not condone that type of behavior.

Avalon Park

Commissioner Selby stated he would like for the city to host a workshop on Avalon Park. He noted staff had provided him with a copy of a preliminary plat for Avalon Park that had been approved. He discussed the proposed project in further detail and expressed his concerns for the project.

56 North Beach Street

Commissioner Selby questioned if any items in the building at 56 North Beach Street were planned to be salvaged; whereby, Ms. Shanahan stated she did not believe so.

Commissioner Selby discussed potential items inside the building that could be salvaged. He hoped that if the building was going to be demolished, the Commission would consider the option to salvage what they could.

Commissioner Selby clarified if the Commission decided to move forward with demolishing the building and constructing a parking lot, he had an issue with the double-standard, since the city would not allow anyone else in the private sector to do so. He hoped that one of the Commission members who voted in favor of the demolition would reconsider to provide the community with the opportunity to compose a plan for the site that is acceptable to the Commission.

Commissioner Selby questioned which Commissioners were allowed to second a motion, if a motion was made to reconsider; whereby, Mr. Randy Hayes, City Attorney, stated under the Commission's rules motions for reconsideration had certain requirements, but clarified the Commission set their own rules.

Mr. Hayes explained the requirements and purpose of motions for reconsideration. He noted certain matters could not be reconsidered. He discussed how procedurally the motion to reconsider would work, explaining that the motion to reconsider would need to be made by a member on the prevailing side and could then be seconded by any other member.

Mr. Hayes noted in regards to the items inside the former church building, the city had conducted an auction for the objects inside and there was no interest in the materials. He stated he believed staff had attempted to identify sources for other items, and there was also no interest. He noted based on the extensive work by city staff, there were no value to the items inside the building. He stated a private party would need to be solely responsible for moving the items and discussed potential liability issues.

Mayor Partington noted he did not approve of a motion to reconsider as the decision had already been made and many people were late to the discussion regarding the building. He discussed the items inside the building. He noted the city should be held to the same standards that they would require of a private developer or citizen, and discussed his concerns regarding a shell parking lot being constructed at the site.

Item #11 – Adjournment

The meeting was adjourned at 8:52 p.m.

APPROVED: July 20, 2021

BY: _____
Bill Partington, Mayor

ATTEST:

Wendy Hontz,
Acting City Clerk



CITY OF ORMOND BEACH

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

CITY ATTORNEY MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Randal A. Hayes, City Attorney

From: Ann-Margret Emery, Deputy City Attorney

Date: July 20, 2021

Subject: Memorandum of Understanding Concerning Opioid Litigation Settlement

Commission Goal: N/A

Introduction

This is a resolution to authorize the City to join with the State of Florida and other local jurisdictions to enter into a Memorandum of Understanding concerning the settlement of the opioid related litigation.

Background

In 2019, the City joined the multi-district litigation against drug manufacturers and distributors of opioids. The State of Florida has also filed an action. The State of Florida and lawyers representing local governments have proposed a unified plan for the allocation and use of prospective settlement dollars from the opioid litigation and settlement. Attached is a letter from the Attorney General's Office that outlines a settlement proposal. It is the opinion of the Attorney General's Office and the law firm representing the City that it is in the best interest of all local jurisdictions and the State of Florida to reach an allocation agreement, which will permit the joint resolution of all claims within the state. Under the proposed settlement, the City would receive settlement proceeds over an eighteen-year period. It is possible that payments could begin as early as this year. It is predicted that the funds available directly to the City will be approximately \$22,000 for the first 6 years, \$17,000 for the middle years, and \$12,000 for the last 6 years.

In addition, 1.3 million dollars is expected to be received by Volusia County as a regional fund for programs, as determined and agreed upon by the County and cities therein. The regional fund dollars will be dispersed by Volusia County. The amounts and timing of payments are approximate, but should be substantially close to the estimate. Funds must be utilized for strategies, programming and services used to expand the availability of treatment for individuals impacted by opioid use disorder or related mental health/substance use disorders. Amongst other uses, the funding would support purchase of Narcan (and free distribution in the community with training), educational

training (including educational programs for youth), and expansive training for first responders.

Budget Impact

There is no impact upon the city budget.

Citizen Impact

Citizen impact is limited to those who may benefit from the programs implemented by the settlement.

Recommendation

Staff recommends approval of the resolution authorizing the Mayor and City Manager to execute any formal agreements, implementing a unified plan for the allocation and use of opioid settlement proceeds that is substantially consistent with the attached Memorandum of Understanding and this resolution.

Attachments:

- 21-103 Opioid Litigation (P21-0079G) (PDF)
- Exhibit A - Memorandum of Understanding (PDF)
- Attorney General Letter (PDF)

RESOLUTION NO. 2021-103

A RESOLUTION AUTHORIZING THE CITY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City has suffered from the opioid epidemic, and

WHEREAS, the City recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic, and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and the City is a litigating participant in that action, and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation, and

WHEREAS, the Florida Memorandum of Understanding (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date, and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations, and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, City, and every other Florida city and county, now therefore,

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

SECTION ONE. The City Commission hereby finds that participation in the Florida Plan would be in the best interest of the City and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION TWO. The City Commission hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Memorandum of Understanding, attached hereto as Exhibit "A".

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute the Florida Memorandum of Understanding, a copy of which is attached hereto as Exhibit "A".

SECTION FOUR. The Mayor and the City Manager are hereby authorized and directed to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION FIVE. The City Clerk is hereby directed to furnish a certified copy of this resolution to the Florida League of Cities, P.O Box 1757, Tallahassee, FL 32302 and to Attorney General Ashley Moody, c/o John M. Guard, The Capitol, PL-01, Tallahassee, FL 32399-1050.

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

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

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

Exhibit A

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. “Qualified County” shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) (“Order”). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs-** The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



**ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA**

OFFICE OF THE ATTORNEY GENERAL

RECEIVED

APR 19 2021

**CITY OF ORMOND BEACH
CITY ATTORNEY'S OFFICE**

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April 13, 2021

Mayor Bill Partington
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174
bill.partington@ormondbeach.org

RE: Opioid Litigation

Dear Mayor Partington:

My name is John Guard and I am the Chief Deputy Attorney General for the State of Florida (the "State"). Since she took office, Attorney General Moody has been heavily involved in leading both the State's ongoing opioid litigation and several different negotiations with defendants in that litigation. Those negotiations have included litigation counsel representing cities and counties.

As part of those negotiations to enable Florida to achieve the maximum amount recoverable for both the State and its subdivisions, the State has been negotiating for a lengthy time with outside counsel for nearly all litigating political subdivisions within the State. After multiple sessions and significant compromise by both sides, the attached memorandum of understanding ("MOU") has been reached. We have offered and the lawyers for the litigating subdivisions are recommending to their clients that the attached MOU be accepted. This proposal is the result of numerous meetings and includes feedback and comments from many local subdivisions. Based on the status of this litigation, the likely structure of any resolution, the potential litigation risks in the absence of such an agreement, the State believe that this proposal reflects a reasonable compromise between the State and its political subdivisions.

The purpose of this letter is to summarize the primary terms of the MOU and attempt to anticipate questions that you, your commission, and your internal and/or other legal counsel may have regarding this litigation and allocation proposal.

What cases does this MOU apply?

This allocation agreement is intended to govern the distribution of settlement proceeds obtained through the Purdue Pharma L.P. (“Purdue”) bankruptcy, the Mallinckrodt PLC (“Mallinckrodt”) bankruptcy, the distributor (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp. (collectively referred to as the “Distributors”)) and Johnson & Johnson (“J&J”) potential deal, as well as any additional settlements obtained related to the opioid litigation.

Why is an allocation agreement necessary and why now?

Almost 100 political subdivisions within the State of Florida, as well as the State of Florida itself, have filed suit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. Another 30 political subdivisions within the State of Florida have filed claims in the Purdue bankruptcy.

The State and the Plaintiffs’ Executive Committee for the Opioid Litigation Multi-District Litigation panel (the “PEC”) are in ongoing negotiations with Purdue, Mallinckrodt, the Distributors, and J&J with potential resolutions anticipated in the coming weeks. Under the likely settlement structure for these cases, states and their political subdivisions are strongly incentivized to reach a joint resolution of all State and political subdivision claims. Under the Distributor and J&J deal, the State and its subdivisions receive a substantially larger settlement amount the higher the number of subdivisions sign on to the deal. Therefore, it is in the best interest of all political subdivisions and the State of Florida to reach an allocation agreement which will permit the joint resolution of all claims within the state.

The deals contemplate the need for relatively quick buy in by subdivisions in order to maximize recovery. The pace of negotiations is accelerating, and Purdue has filed its plan of reorganization. Given this accelerating pace, there is a greater sense of urgency among all counsel to come to agreement and resolve how monies are going to be allocated, so that we can move Purdue, Mallinckrodt, and other potential settlements toward finality. Given the Sunshine law, the likely need for public notice and comment, and the complexity of the deals, we need to agree to an allocation plan now to ensure that Florida maximizes recovery.

How can funds be utilized?

You will see as you review the MOU that the State and its subdivisions, who execute this MOU, are agreeing that almost all the funds from any settlement will go to abatement activities. In other words, funds must be utilized for strategies, programming and services used to expand the availability of treatment for individuals impacted by Opioid Use Disorder or co-occurring Substance Use Disorder and Mental Health disorders (“Approved Purposes”). A non-exclusive list of potential abatement programs and uses are included in Exhibits A and B to the agreement. The list was developed nationally consulting with public health officials in multiple states, experts for the states and subdivisions, and officials within the United States Department of Health and Human Services. These uses are intended to best serve the overall purpose and

intention of this litigation, which is to abate the continuing public health crisis of opioid addiction within our communities.

While supported by the State, this requirement was imposed the defendants for tax and other reasons. It is also necessary to militate against the United States seeking substantial amounts of settlement funds from both the State and subdivisions as recoupment.

How are the funds allocated amongst the States?

While not part of the MOU, the States have been negotiating the national allocation for almost two years with an agreement reached in late 2019. Florida's interstate allocation is 7.03%. That allocation is the second largest allocation in the nation ahead of Texas, which is the second largest state. Florida is one of a handful of states whose allocation is greater and greater by a significant percentage above its population (Florida has 6.54% of the United States' population). The only states that have larger gains over their population are the opioid belt states: West Virginia, Kentucky, etc. The interstate allocation is the product of two measures. One calculated by the PEC and the other calculated by the States. The data sets chosen are slightly different (including different years and what measures were selected), but the main difference is that some states demanded that population play a more significant factor in the state allocation and it is not a factor in the PEC calculation. Given how much Florida's allocation percentage is above its population, the need in these settlements to maximize the number of states settling, and the potential litigation risks in the absence of such an agreement, it would be our recommendation that cities and counties accept the interstate allocation.

How much money does the State expect for it and its subdivisions?

It depends. Each of the current or proposed settlements are for different lengths of time and each contain different variability. In Purdue, payments are paid over a ten-year period and vary with the performance of the ongoing business of the new company and payments from third parties. In Mallinckrodt, payment amounts are still being negotiated, but will be paid over seven years and will vary depending on the value of the emerging company seven years later as part of the recovery is warrants in the re-emerged company. In the Distributor and J&J proposed deal, the proposed deal is over eighteen years and the amount paid varies depending on subdivision participation and whether other subdivisions file opioid related litigation in the future. As part of the MOU, the State is willing to seek judicial or legislative action to reduce the variability of the monies, especially in connection with the Distributor and J&J deal. Our current best guess based on projections and assuming total participation is \$120-140M a year for the first few years, \$90-110M a year for the middle years, and then \$60-70M a year for the later years of the deal for the State and its subdivisions. Again, these numbers can and will vary and hopefully will increase if additional settlements are reached.

How are the funds allocated amongst the State and its subdivisions?

This Proposal divides all settlement funds between three funds: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund.

The **City/County Fund** consists of 15% of the total settlement amounts allocable to the State of Florida. These funds are distributed to all counties and qualifying municipalities in the State of Florida.

The allocation of the City/County Fund between counties and municipalities is based on a model referred to as the “Negotiation Class Metrics.” This model was developed in the National Prescription Opiate MDL by the PEC, and considers: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. Allocations between counties and municipalities within each county use historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question.

The **Regional Fund** consists of a sliding scale between 30% and 40% of the total settlement amounts allocable to the State of Florida, with the largest percentages occurring in the immediate years after settlement and decreasing over time.

These funds are allocated to counties in accordance with the “Negotiating Class Metrics” described above. In the case of counties with a population of over 300,000, and which satisfy other criteria regarding abatement infrastructure, (termed “Qualified Counties”) these funds are provided directly to the county. For the remainder of counties within the State, these funds are provided to the Managing Entity (the entity that the State has contracted with to provide substance abuse treatment) for that county, to be spent on approved purposes within the region that the county is a part.

For Counties with populations greater than 300,000: We encourage you to review the definition of Qualified County in the MOU, so that you can understand the other requirements that you will have to meet. Importantly, the definition of Qualified County requires that you reach an agreement with at least some municipalities (at least 50% of the population) within your county as to how these funds are spent. The requirements of such agreements are subject to further discussion and negotiation.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question. The amount will vary for qualified counties depending on how many municipalities in that County: (1) join a settlement; and (2) enter an agreement with a County.

For Counties with populations less than 300,000 or that do not qualify as a Qualified County: Currently, a majority of the monies being utilized to respond to the opioid epidemic in the State flow through Managing Entities located regionally who provide service in each community. When we traveled the state before COVID and had discussions with many of you, most (outside a couple large counties) indicated that they

had a good working relationship with their Managing Entity. Indeed, several indicated that they were already involved with their Managing Entity. The actual dollar amounts annually paid to smaller counties under the contemplated settlement agreements are not substantial enough to support standalone programs. Given that reality, but wanting to maximize services locally, it made sense to have the monies flow through the existing structure to expand services in each county. If there are issues or problems with Managing Entities, we are happy to engage. We are also happy to try and help communities get involved in or engage with their Managing Entity.

We have attached a spreadsheet to this letter that demonstrates the amounts attributable to each county per year for an amount within each range in the previous question.

The **State Fund** consists of the remaining 45% to 55% of the total settlement amounts allocable to the State of Florida, depending on the amount of the Regional Fund above. As with the City/County Fund and Regional Fund, these funds must be spent on Approved Purposes

Why should we agree to this allocation?

The proposed allocation in the MOU is better than the alternative that subdivisions will receive if they do not enter an agreement with the State. Two of the defendants who we have negotiated with, Purdue and Mallinckrodt are now in bankruptcy. In advance of and in connection with those bankruptcies, the states, the PEC, and city and county representatives negotiated a default intrastate allocation and agreed that it will apply unless a state and its cities and counties agree to something else. A Deputy County Attorney for Broward County, Florida, was involved in the negotiations related to Purdue. Something like the Purdue default allocation is currently in the draft connected to the Distributor and J&J deal.

The allocation above is superior for Florida's subdivisions than that default allocation. Indeed, the State offered substantial improvements over those terms from the beginning of the negotiations that led to this MOU. We have attached a copy of the Purdue abatement term sheet for your review. Under that default allocation, there is no city/county fund. Only subdivisions with populations greater than 400,000 people are eligible to receive any monies directly. Almost all the monies will flow through the Managing Entities who are regionally supplying services. The allocation percentages for the regional bucket are dollar based and decrease to half, far more quickly than in the MOU. In other words, the allocation in this MOU allows a far greater recovery directly to each Florida city and county than the alternative and greater recoveries regionally for all subdivisions.

The allocation is also better than the cities and counties would achieve if damages were proportionally allocated. In the Purdue bankruptcy, over one hundred twenty-five Florida subdivisions filed proofs of claims. When the size of those claims is compared to that of the State's claim, the State's claim was more than four, almost five times larger than all the subdivisions' claims combined. Subdivisions are getting substantially more than what their proportional share would be. The State is willing to agree to the larger because it frankly reflects the reality of how monies are currently being spent and is consistent with how the legislature has been appropriating monies to combat this crisis.

If individual subdivisions do not agree to a settlement, what will happen?

If there are hold outs or subdivisions that do not respond, the MOU contemplates that the State will either file a new suit or sever its claims against settling defendants from its existing opioid lawsuit and add political subdivisions and through either a class action mechanism or declaratory relief seek to bar future subdivision claims. Such action is necessary to ensure that the State and any subdivisions that agree to a settlement maximize their recoveries. This not a novel position and there is a substantial body of Florida law that exists that the State may resolve and release public claims including subdivision claims.¹ That being said, the State would prefer that we reach agreement on the allocation under the proposed MOU and handle things consensually. But, if there are holdouts, the State is prepared to litigate or seek legislation from the legislature to ensure that cities and counties that agree to this MOU are protected and will receive the recovery contemplated under the allocation.

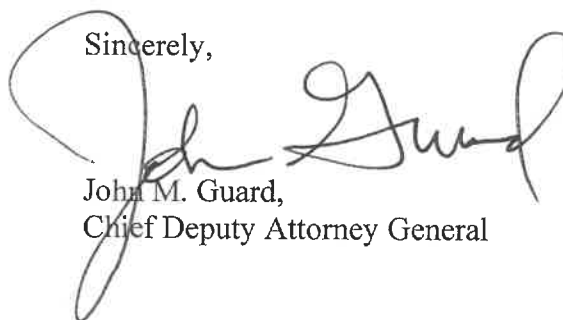
What are the next steps and the timeline?

We would ask that you review the attached MOU and proposed model resolution supporting an agreement on the MOU terms. We will be scheduling calls to answer questions about the MOU. We would ask each subdivision to think about who is attending each session and ensure that any of those discussions will not violate Florida's government-in-the-sunshine law. If you will contact my administrator, Janna Barineau, by e-mail (Janna.Barineau@myfloridalegal.com), we will include you in those discussions. After those discussions, we would then ask that you follow Florida law for approving such a resolution by your commission and in due course, pass it, and return a copy to me at the address on the first page of the letter. Potential settlements are anticipated in the coming weeks or months, but I cannot tell you exactly when a settlement will be finalized. These proposed settlements are

¹ See Fla. Stat. §501.207(1)(c)(authorizing the Attorney General to bring “[a]n action on behalf of one or more consumers or **government entities** for actual damages...” under Florida’s Deceptive and Unfair Trade Practices Act); e.g., *Engle v. Liggett Group, Inc.*, 945 So. 2d 1246, 1258-62 (Fla. 2006); *Young v. Miami Beach Improvement Co.*, 46 So. 2d 26, 30 (Fla. 1950); *Castro v. Sun Bank of Bal Harbour*, 370 So. 2d 392, 393 (Fla. 3d DCA 1979); *City of New Port Richey v. State ex rel. O’Malley*, 145 So. 903, 905 (Fla. 2d DCA 1962); also *State of Florida ex rel. Shevin v. Exxon Corp.*, 526 F.2d 266, 275 (5th Cir. 1976) (holding that the Attorney General could file suit seeking damages for injuries sustained by government entities who had not specifically authorized the Attorney General to do so); *Eggers v. City of Key West*, 2007 WL 9702450, at *3 (S.D. Fla. Feb. 26, 2007) (concluding “[a]pplicable Florida law states that a judgment in an action brought against a public entity that adjudicates matters of general interest to the citizens of the jurisdiction is binding on all citizens of that jurisdiction.”); *Aerojet-General Corp. v. Askew*, 366 F. Supp. 901, 908-11 (N.D. Fla. 1973).

anticipated to include provisions which establish time limits on agreements between states and political subdivisions. As a result, we would request that you pass a resolution in the next 60-90 days, if possible.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Guard". The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping tail.

John M. Guard,
Chief Deputy Attorney General

cc: Randal Hayes
City of Ormond Beach
Post Office Box 277
Ormond Beach, FL 32175-0277
randy.hayes@ormondbeach.org

Enc. Proposal with Ex. A and B
Recovery Spreadsheet
Purdue Abatement Term Sheet

City/County Fund	15%
Regional Fund	35%
Scenario 1	130,000,000.00
City/County Fund Scenario 1	
1	\$ 19,500,000.00
Regional Fund Scenario 1	\$ 45,500,000.00
Scenario 2	100,000,000.00
City/County Fund Scenario 2	
2	\$ 15,000,000.00
Regional Fund Scenario 2	\$ 35,000,000.00
Scenario 3	70,000,000.00
City/County Fund Scenario 3	
3	\$ 10,500,000.00
Regional Fund Scenario 3	\$ 24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.241060164449%			\$ 564,682.37		\$ 434,371.06		\$ 304,059.74
	Alachua County		0.821689546303%	\$ 160,279.46	\$	\$ 123,253.43	\$	\$ 86,277.40	\$
	Alachua		0.013113332457%	\$ 2,557.10	\$	\$ 1,967.00	\$	\$ 1,376.90	\$
	Archer		0.000219705515%	\$ 42.84	\$	\$ 32.96	\$	\$ 23.07	\$
	Gainesville		0.381597611347%	\$ 74,411.53	\$	\$ 57,239.64	\$	\$ 40,067.75	\$
	Hawthorne		0.000270546460%	\$ 52.76	\$	\$ 40.58	\$	\$ 28.41	\$
	High Springs		0.011987568663%	\$ 2,337.58	\$	\$ 1,798.14	\$	\$ 1,258.69	\$
	La Crosse		0.000975056706%	\$ 190.14	\$	\$ 145.26	\$	\$ 102.38	\$
	Micanopy		0.002113530737%	\$ 412.14	\$	\$ 317.03	\$	\$ 221.92	\$
	Newberry		0.006102729215%	\$ 1,190.03	\$	\$ 915.41	\$	\$ 640.79	\$
	Waldo		0.002988721299%	\$ 582.80	\$	\$ 448.31	\$	\$ 313.82	\$
Baker		0.193173804130%			\$ 87,894.08		\$ 67,610.83		\$ 47,327.58
	Baker County		0.169449240037%	\$ 33,042.60	\$	\$ 25,417.39	\$	\$ 17,792.17	\$
	Glen St. Mary		0.000096234647%	\$ 18.77	\$	\$ 14.44	\$	\$ 10.10	\$
	Macclenny		0.022628329446%	\$ 4,607.52	\$	\$ 3,544.25	\$	\$ 2,480.97	\$
Bay		0.839656373312%			\$ 382,043.65		\$ 293,879.73		\$ 205,715.81
	Bay County		0.508772605155%	\$ 99,210.66	\$	\$ 76,315.89	\$	\$ 53,421.12	\$
	Callaway		0.074953875577%	\$ 4,866.00	\$	\$ 3,743.07	\$	\$ 2,620.15	\$
	Lynn Haven		0.039205632015%	\$ 7,645.10	\$	\$ 5,880.84	\$	\$ 4,116.59	\$
	Mexico Beach		0.002614293988%	\$ 1,094.79	\$	\$ 842.14	\$	\$ 589.50	\$
	Panama City		0.155153855596%	\$ 30,250.00	\$	\$ 23,273.08	\$	\$ 16,291.15	\$
	Panama City Beach		0.080897023171%	\$ 15,774.92	\$	\$ 12,134.55	\$	\$ 8,494.19	\$
	Parker		0.008704656178%	\$ 1,697.42	\$	\$ 1,305.70	\$	\$ 913.99	\$
	Springfield		0.016354442736%	\$ 3,189.12	\$	\$ 2,453.17	\$	\$ 1,717.22	\$
Bradford		0.189484204081%			\$ 86,215.31		\$ 66,319.47		\$ 46,423.63
	Bradford County		0.151424309090%	\$ 29,527.74	\$	\$ 22,713.65	\$	\$ 15,899.55	\$
	Brooker		0.000474885045%	\$ 82.85	\$	\$ 63.73	\$	\$ 44.61	\$
	Hampton		0.002839879959%	\$ 553.77	\$	\$ 425.97	\$	\$ 298.18	\$
	Lawley		0.003400896108%	\$ 663.17	\$	\$ 510.13	\$	\$ 357.09	\$
	Starke		0.031392468132%	\$ 6,121.53	\$	\$ 4,708.87	\$	\$ 3,296.21	\$
Brevard		3.878799180444%			\$ 1,764,853.63		\$ 1,357,579.71		\$ 950,305.80
	Brevard County		2.323027668525%	\$ 452,989.42	\$	\$ 348,453.40	\$	\$ 243,917.38	\$
	Cape Canaveral		0.045560750209%	\$ 8,884.35	\$	\$ 6,834.11	\$	\$ 4,783.88	\$
	Cocoa		0.149245411423%	\$ 29,103.86	\$	\$ 22,385.81	\$	\$ 15,670.77	\$
	Cocoa Beach		0.084353286156%	\$ 16,450.84	\$	\$ 12,554.49	\$	\$ 8,858.15	\$
	Grant Valkaria		0.000312387406%	\$ 62.67	\$	\$ 48.21	\$	\$ 33.75	\$
	Indian Atlantic		0.024136738902%	\$ 4,706.66	\$	\$ 3,620.51	\$	\$ 2,534.36	\$
	Indian Harbour Beach		0.031089913665%	\$ 4,112.53	\$	\$ 3,163.49	\$	\$ 2,114.44	\$
	Malabar		0.002505732317%	\$ 488.62	\$	\$ 375.86	\$	\$ 263.10	\$
	Melbourne		0.383104682233%	\$ 74,705.41	\$	\$ 57,465.70	\$	\$ 40,225.99	\$
	Melbourne Beach		0.012091066302%	\$ 2,357.76	\$	\$ 1,813.66	\$	\$ 1,269.56	\$
	Melbourne Village		0.003782203200%	\$ 737.53	\$	\$ 567.33	\$	\$ 397.13	\$
	Palm Bay		0.404817397481%	\$ 78,339.39	\$	\$ 60,722.61	\$	\$ 42,505.83	\$
	Palm Shores		0.000127102364%	\$ 24.78	\$	\$ 19.07	\$	\$ 13.35	\$
	Rockledge		0.096603243798%	\$ 18,837.63	\$	\$ 14,490.49	\$	\$ 9,777.42	\$
	Satellite Beach		0.035975416224%	\$ 7,015.21	\$	\$ 5,396.31	\$	\$ 3,777.42	\$
	Titusville		0.240056418924%	\$ 46,811.00	\$	\$ 36,008.46	\$	\$ 25,205.92	\$
	West Melbourne		0.051957577066%	\$ 10,139.53	\$	\$ 7,799.64	\$	\$ 5,459.75	\$
Broward		9.057962672578%			\$ 4,121,373.02		\$ 3,170,598.94		\$ 2,218,290.85
	Broward County		3.966403576878%	\$ 773,448.70	\$	\$ 594,960.54	\$	\$ 416,472.38	\$
	Coconut Creek		0.101131719448%	\$ 19,120.69	\$	\$ 15,169.76	\$	\$ 10,618.83	\$
	Cooper City		0.073935445073%	\$ 14,417.41	\$	\$ 11,090.32	\$	\$ 7,763.22	\$
	Coral Springs		0.323406517664%	\$ 63,064.27	\$	\$ 48,510.98	\$	\$ 33,957.68	\$
	Dania Beach		0.017807041180%	\$ 3,472.37	\$	\$ 2,671.06	\$	\$ 1,869.74	\$
	Davie		0.286922271533%	\$ 52,049.83	\$	\$ 40,038.33	\$	\$ 28,026.83	\$
	Deerfield Beach		0.202423224725%	\$ 39,472.53	\$	\$ 30,363.48	\$	\$ 21,254.44	\$
	Fort Lauderdale		0.830581264531%	\$ 161,963.35	\$	\$ 124,587.19	\$	\$ 87,213.03	\$
	Hallandale Beach		0.154950491814%	\$ 30,215.35	\$	\$ 23,242.57	\$	\$ 16,269.80	\$
	Hillsboro Beach		0.012407006463%	\$ 2,419.37	\$	\$ 1,861.05	\$	\$ 1,302.74	\$
	Hollywood		0.520164608456%	\$ 101,432.10	\$	\$ 78,024.69	\$	\$ 54,617.28	\$
	Lauderdale-By-The-Sea		0.022807611325%	\$ 4,447.48	\$	\$ 3,421.14	\$	\$ 2,394.80	\$
	Lauderdale Lakes		0.062625150435%	\$ 12,211.90	\$	\$ 9,393.77	\$	\$ 6,375.64	\$
	Lauderhill		0.144382838130%	\$ 28,154.65	\$	\$ 21,657.43	\$	\$ 15,160.20	\$
	Lazy Lake		0.000021789977%	\$ 4.25	\$	\$ 3.27	\$	\$ 2.29	\$
	Lighthouse Point		0.029131861803%	\$ 5,680.71	\$	\$ 4,365.78	\$	\$ 3,058.85	\$
	Margate		0.143683775129%	\$ 28,018.34	\$	\$ 21,552.57	\$	\$ 15,086.80	\$
	Miramar		0.279280208419%	\$ 54,459.64	\$	\$ 41,892.03	\$	\$ 29,324.42	\$
	North Lauderdale		0.060606962449%	\$ 12,883.58	\$	\$ 9,910.44	\$	\$ 6,937.31	\$
	Oakland Park		0.100430840699%	\$ 19,584.01	\$	\$ 15,064.63	\$	\$ 10,545.24	\$
	Ocean Breeze		0.005381877237%	\$ 1,049.47	\$	\$ 807.28	\$	\$ 565.10	\$
	Parkland		0.045804060448%	\$ 8,931.79	\$	\$ 6,870.61	\$	\$ 4,809.43	\$
	Pembroke Park		0.02459793908%	\$ 4,796.60	\$	\$ 3,689.69	\$	\$ 2,582.78	\$
	Pembroke Pines		0.462832363603%	\$ 90,252.31	\$	\$ 69,424.85	\$	\$ 48,597.40	\$
	Plantation		0.213918725664%	\$ 41,714.15	\$	\$ 32,087.81	\$	\$ 22,461.47	\$
	Pompano Beach		0.335472163493%	\$ 65,417.07	\$	\$ 50,320.82	\$	\$ 35,224.58	\$
	Sea Ranch Lakes		0.005024174870%	\$ 979.71	\$	\$ 753.63	\$	\$ 527.54	\$
	Southwest Ranches		0.025979723178%	\$ 5,066.05	\$	\$ 3,896.96	\$	\$ 2,727.87	\$
	Sunrise		0.286071106146%	\$ 55,783.87	\$	\$ 42,910.67	\$	\$ 30,037.47	\$
	Tamarac		0.134492458472%	\$ 26,226.03	\$	\$ 20,173.87	\$	\$ 14,121.71	\$
	Weston		0.138537811283%	\$ 27,034.37	\$	\$ 20,795.67	\$	\$ 14,556.97	\$
	West Park		0.029553115952%	\$ 5,762.86	\$	\$ 4,432.97	\$	\$ 3,103.08	\$
	Wilton Manors		0.031630331127%	\$ 6,167.91	\$	\$ 4,744.55	\$	\$ 3,321.18	\$
Calhoun		0.047127740781%			\$ 22,443.12		\$ 16,494.71		\$ 11,546.30
	Calhoun County		0.038866087128%	\$ 7,578.89	\$	\$ 5,829.91	\$	\$ 4,080.94	\$
	Altha		0.000366781107%	\$ 71.52	\$	\$ 55.02	\$	\$ 38.51	\$
	Blountstown		0.00789688293%	\$ 1,539.85	\$	\$ 1,184.50	\$	\$ 829.15	\$
Charlotte		0.737346233376%			\$ 335,492.54		\$ 258,071.18		\$ 180,649.83
	Charlotte County		0.690225755587%	\$ 134,594.02	\$	\$ 103,533.86	\$	\$ 72,473.70	\$
	Punta Gorda		0.047120477789%	\$ 9,188.49	\$	\$ 7,068.07	\$	\$ 4,947.65	\$
Citrus		0.969645776006%			\$ 441,188.83		\$ 339,376.02		\$ 237,563.22
	Citrus County		0.929715661117%	\$ 181,294.55	\$	\$ 139,457.35	\$	\$ 97,620.14	\$
	Crystal River		0.021928789266%	\$ 4,276.11	\$	\$ 3,289.32	\$	\$ 2,302.52	\$
	Inverness		0.018001326222%	\$ 3,510.26	\$	\$ 2,700.20	\$	\$ 1,890.14	\$
Clay		1.193429461456%			\$ 543,010.40		\$ 417,700.31		\$ 292,390.22
	Clay County		1.055764891131%	\$ 205,874.15	\$	\$ 158,264.73	\$	\$ 110,855.31	\$
	Green Cove Springs		0.057762577142%	\$ 11,263.70	\$	\$ 8,664.39	\$	\$ 6,055.07	\$
	Keystone Heights		0.00075353443%	\$ 146.94	\$	\$ 113.03	\$	\$ 79.12	\$
	Orange Park		0.078589207339%	\$ 15,374.90	\$	\$ 11,788.38	\$	\$ 8,251.87	\$
	Pennet Farms		0.000561066149%	\$ 109.41	\$	\$ 84.16	\$	\$ 58.91	\$
Collier		1.551333376427%			\$ 705,816.69		\$ 542,966.68		\$ 380,076.68
	Collier County		1.354673336030%	\$ 264,161.30	\$	\$ 203,201.00	\$	\$ 142,240.70	\$
	Everglades		0.000148891341%	\$ 29.03	\$	\$ 22.33	\$	\$ 15.63	\$
	Marco Island		0.062094952003%	\$ 12,108.52	\$	\$ 9,314.24	\$	\$ 6,519.97	\$
	Naples		0.134416197054%	\$ 26,211.16	\$	\$ 20,162.43	\$	\$ 14,113.70	\$
Columbia		0.446781150792%			\$ 203,285.42		\$ 156,573.40		\$ 109,461.38

	Columbia County	0.3418872013739%	\$ 66,668.00	\$ 51,282.08	\$ 35,898.16
	Fort White	0.000236047247%	\$ 46.03	\$ 35.41	\$ 24.78
	Lake City	0.104659717920%	\$ 20,408.84	\$ 15,698.96	\$ 10,989.27
DeSoto		0.113640407802%	\$ 51,706.39	\$ 39,774.14	\$ 27,841.90
	DeSoto County	0.096884684746%	\$ 18,892.51	\$ 14,532.70	\$ 10,172.89
	Arcadia	0.016755723056%	\$ 3,267.37	\$ 2,513.36	\$ 1,759.35
Dixie		0.103744580900%	\$ 47,203.78	\$ 36,310.60	\$ 25,417.42
	Dixie County	0.098822087921%	\$ 19,270.31	\$ 14,823.31	\$ 10,376.32
	Cross City	0.004639236282%	\$ 904.65	\$ 695.89	\$ 487.12
	Horseshoe Beach	0.000281440949%	\$ 54.88	\$ 42.22	\$ 29.55
Duval		5.434975156935%	\$ 2,472,913.70	\$ 1,902,241.30	\$ 1,331,568.91
	Jacksonville	5.270570064997%	\$ 1,027,761.16	\$ 790,585.51	\$ 553,409.86
	Atlantic Beach	0.038891507601%	\$ 7,583.84	\$ 5,833.73	\$ 4,083.51
	Baldwin	0.002251527589%	\$ 439.05	\$ 337.73	\$ 236.41
	Jacksonville Beach	0.100447182431%	\$ 19,587.20	\$ 15,067.08	\$ 10,546.95
	Neptune Beach	0.022814874318%	\$ 4,448.90	\$ 3,422.23	\$ 2,395.56
Escambia		1.341634449244%	\$ 810,443.67	\$ 469,572.06	\$ 328,700.44
	Escambia County	1.005860871574%	\$ 196,142.87	\$ 150,879.13	\$ 105,615.39
	Century	0.005136751240%	\$ 1,001.67	\$ 770.51	\$ 539.36
	Pensacola	0.330638826421%	\$ 64,474.18	\$ 49,595.52	\$ 34,716.87
Flagler		0.389864712244%	\$ 177,388.44	\$ 136,452.05	\$ 95,316.85
	Flagler County	0.279755934409%	\$ 54,552.41	\$ 41,963.39	\$ 29,374.37
	Beverly Beach	0.000154338585%	\$ 30.10	\$ 23.15	\$ 16.21
	Bunnell	0.009501809575%	\$ 1,852.85	\$ 1,425.27	\$ 997.69
	Flagler Beach	0.015482883669%	\$ 3,019.16	\$ 2,322.43	\$ 1,625.70
	MarineLand	0.00011439127%	\$ 22.31	\$ 17.16	\$ 12.01
	Palm Coast	0.084857166626%	\$ 16,547.15	\$ 12,728.58	\$ 8,910.00
Franklin		0.049911282550%	\$ 22,709.63	\$ 17,468.95	\$ 12,228.26
	Franklin County	0.046254365966%	\$ 9,019.60	\$ 6,938.15	\$ 4,856.71
	Apalachicola	0.001768538606%	\$ 344.87	\$ 265.28	\$ 185.70
	Carabelle	0.001888377978%	\$ 368.23	\$ 283.26	\$ 198.28
Gadsden		0.123656074077%	\$ 56,763.51	\$ 43,279.63	\$ 30,795.74
	Gadsden County	0.090211810642%	\$ 17,591.30	\$ 13,531.77	\$ 9,472.24
	Chattahoochee	0.004181667772%	\$ 815.43	\$ 627.25	\$ 439.08
	Greensboro	0.000492067723%	\$ 95.95	\$ 73.81	\$ 51.67
	Gretna	0.002240623101%	\$ 436.92	\$ 336.09	\$ 235.27
	Havana	0.005459654403%	\$ 1,064.69	\$ 818.99	\$ 573.30
	Midway	0.00120202513%	\$ 234.39	\$ 180.30	\$ 126.21
	Quincy	0.019867915223%	\$ 3,874.24	\$ 2,980.19	\$ 2,086.13
Gilchrist		0.064333769355%	\$ 29,271.87	\$ 22,516.83	\$ 15,761.77
	Gilchrist County	0.061274233881%	\$ 11,948.48	\$ 9,191.14	\$ 6,433.79
	Bell	0.000099866143%	\$ 19.47	\$ 14.98	\$ 10.49
	Fanning Springs	0.00388570084%	\$ 75.77	\$ 58.29	\$ 40.80
	Trenton	0.002571099247%	\$ 501.36	\$ 385.66	\$ 269.97
Glades		0.040612836758%	\$ 18,478.84	\$ 14,214.49	\$ 9,950.15
	Glades County	0.040420367464%	\$ 7,881.37	\$ 6,063.06	\$ 4,244.14
	Moore Haven	0.000192469294%	\$ 37.53	\$ 28.87	\$ 20.21
Gulf		0.059914238588%	\$ 27,280.98	\$ 20,969.98	\$ 14,678.90
	Gulf County	0.054715751905%	\$ 10,669.57	\$ 8,207.36	\$ 5,745.15
	Port St. Joe	0.004817179591%	\$ 939.35	\$ 722.58	\$ 505.80
	Wewahitchka	0.00381307092%	\$ 74.35	\$ 57.20	\$ 40.04
Hamilton		0.047941195910%	\$ 21,813.34	\$ 16,779.42	\$ 11,745.39
	Hamilton County	0.038817061931%	\$ 7,569.33	\$ 5,827.56	\$ 4,075.79
	Jasper	0.004869836285%	\$ 949.62	\$ 730.48	\$ 511.33
	Jennings	0.002623755940%	\$ 511.63	\$ 393.56	\$ 275.49
	White Springs	0.001630541754%	\$ 317.96	\$ 244.58	\$ 171.21
Hardee		0.067110048132%	\$ 30,535.07	\$ 23,488.57	\$ 16,441.86
	Hardee County	0.058100305280%	\$ 11,329.56	\$ 8,715.05	\$ 6,100.53
	Bowling Green	0.001797590575%	\$ 350.53	\$ 269.64	\$ 188.75
	Wauchula	0.006667426860%	\$ 1,300.15	\$ 1,000.11	\$ 700.08
	Zolfo Springs	0.000544724417%	\$ 106.22	\$ 81.71	\$ 57.20
Hendry		0.144460915297%	\$ 65,729.72	\$ 50,561.30	\$ 35,792.92
	Hendry County	0.122147187443%	\$ 23,818.70	\$ 18,322.08	\$ 12,825.45
	Clewiston	0.017589151414%	\$ 3,429.88	\$ 2,638.37	\$ 1,846.86
	LaBelle	0.004724576440%	\$ 921.29	\$ 708.69	\$ 495.08
Hernando		1.510075949110%	\$ 887,084.96	\$ 528,576.58	\$ 369,968.61
	Hernando County	1.447521613849%	\$ 287,266.71	\$ 217,128.24	\$ 151,989.77
	Brooksville	0.061319627583%	\$ 11,957.33	\$ 9,197.94	\$ 6,438.56
	Weeki Wachee	0.001234708578%	\$ 240.77	\$ 185.21	\$ 129.64
Highlands		0.357188510237%	\$ 162,570.77	\$ 125,015.98	\$ 87,511.19
	Highlands County	0.287621754986%	\$ 56,086.24	\$ 43,143.26	\$ 30,200.28
	Avon Park	0.025829016090%	\$ 5,036.66	\$ 3,874.35	\$ 2,712.05
	Lake Placid	0.005565267790%	\$ 1,085.23	\$ 834.79	\$ 584.35
	Sebring	0.038172471371%	\$ 7,443.63	\$ 5,725.87	\$ 4,008.11
Hillsborough		8.710984113657%	\$ 3,963,497.77	\$ 3,048,844.44	\$ 2,134,191.11
	Hillsborough County	8.523111204400%	\$ 1,272,006.68	\$ 978,466.68	\$ 684,926.68
	Plant City	0.104218491142%	\$ 20,322.61	\$ 15,632.77	\$ 10,942.94
	Tampa	1.975671881253%	\$ 385,256.02	\$ 296,350.78	\$ 207,445.55
	Temple Terrace	0.107980721113%	\$ 21,056.24	\$ 16,197.11	\$ 11,337.98
Holmes		0.081612427851%	\$ 37,133.65	\$ 28,564.35	\$ 19,995.04
	Holmes County	0.066805002459%	\$ 13,036.98	\$ 10,020.75	\$ 7,014.53
	Bonifay	0.006898016863%	\$ 1,345.12	\$ 1,034.70	\$ 724.29
	Esto	0.006269778026%	\$ 1,222.61	\$ 940.47	\$ 658.33
	Noma	0.001278268631%	\$ 249.27	\$ 191.74	\$ 134.22
	Ponce de Leon	0.000129759057%	\$ 35.05	\$ 26.96	\$ 18.87
	Westville	0.000179759057%	\$ 35.05	\$ 26.96	\$ 18.87
Indian River		0.753076058781%	\$ 342,649.61	\$ 263,576.82	\$ 184,503.63
	Indian River County	0.623571460217%	\$ 121,596.43	\$ 93,535.72	\$ 65,475.00
	Fellsmere	0.004917045734%	\$ 958.82	\$ 737.56	\$ 516.79
	Indian River shores	0.025322422382%	\$ 4,937.87	\$ 3,798.36	\$ 2,658.85
	Orchid	0.000306861421%	\$ 59.84	\$ 46.03	\$ 32.22
	Sebastian	0.038315915467%	\$ 7,471.60	\$ 5,747.39	\$ 4,023.17
	Vero Beach	0.060642353558%	\$ 11,825.26	\$ 9,096.35	\$ 6,367.45
Jackson		0.158936058795%	\$ 72,315.91	\$ 55,627.62	\$ 38,939.33
	Jackson County	0.075213731704%	\$ 14,666.68	\$ 11,281.06	\$ 7,897.44
	Afford	0.000303229525%	\$ 59.13	\$ 45.48	\$ 31.84
	Bascom	0.000061735434%	\$ 12.04	\$ 9.26	\$ 6.48
	Campbellton	0.001648699234%	\$ 321.50	\$ 247.30	\$ 173.11
	Cottondale	0.001093080329%	\$ 213.15	\$ 163.96	\$ 114.77
	Gracerville	0.002794436257%	\$ 544.92	\$ 419.17	\$ 293.42
	Grandridge	0.000030867177%	\$ 6.02	\$ 4.63	\$ 3.24
	Greenwood	0.001292812616%	\$ 252.10	\$ 193.92	\$ 135.75
	Jacob City	0.000481173235%	\$ 93.83	\$ 72.18	\$ 50.52
	Malone	0.000092603151%	\$ 18.06	\$ 13.89	\$ 9.77
	Marianna	0.073519638768%	\$ 14,336.33	\$ 11,027.95	\$ 7,719.56
	Sneads	0.002404050426%	\$ 468.79	\$ 360.61	\$ 252.43
Jefferson		0.040821647784%	\$ 18,573.85	\$ 14,297.58	\$ 10,001.30
	Jefferson County	0.037584169001%	\$ 7,328.91	\$ 5,637.63	\$ 3,946.34
	Monticello	0.003237478783%	\$ 631.31	\$ 485.62	\$ 339.94
Lafayette		0.031911772076%	\$ 14,519.88	\$ 11,169.12	\$ 7,818.38
	Lafayette County	0.031555885457%	\$ 6,153.40	\$ 4,733.38	\$ 3,313.37
	Mayo	0.000355886619%	\$ 69.40	\$ 53.38	\$ 37.37
Lake		1.139211224519%	\$ 518,341.11	\$ 398,723.93	\$ 279,106.75
	Lake County	0.757453827343%	\$ 147,703.50	\$ 113,618.07	\$ 79,532.65
	Axtatula	0.00272725379%	\$ 531.81	\$ 409.09	\$ 286.36
	Clermont	0.075909163209%	\$ 14,802.29	\$ 11,386.37	\$ 7,970.46
	Eustis	0.041929254088%	\$ 8,176.20	\$ 6,289.39	\$ 4,402.57
	Fruitland Park	0.008381493024%	\$ 1,634.39	\$ 1,257.22	\$ 880.06
	Groveland	0.026154034992%	\$ 5,100.04	\$ 3,923.11	\$ 2,746.17
	Howey-In-The-Hills	0.002981458307%	\$ 581.38	\$ 447.22	\$ 313.05
	Lady Lake	0.025048244426%	\$ 4,884.41	\$ 3,757.24	\$ 2,630.07

	Leesburg	0.091339390185%	\$	17,811.18	\$	13,700.91	\$	9,590.64	
	Mascotte	0.011415698025%	\$	2,236.04	\$	1,712.34	\$	1,198.64	
	Minneola	0.016058475803%	\$	3,131.40	\$	2,408.77	\$	1,685.14	
	Montverde	0.00134728957%	\$	262.72	\$	202.09	\$	141.46	
	Mount Dora	0.041021130070%	\$	7,999.17	\$	6,153.21	\$	4,307.24	
	Tavares	0.031820984673%	\$	6,205.09	\$	4,773.15	\$	3,341.20	
	Umatilla	0.005623371728%	\$	1,096.56	\$	843.51	\$	590.45	
Lee	Lee County	3.325371883359%	\$	412,477.34	\$	317,290.26	\$	222,103.18	\$ 814,716.11
	Bonita Springs	0.017374893143%	\$	3,388.10	\$	2,606.23	\$	1,824.36	
	Cape Coral	0.714429677167%	\$	139,313.79	\$	107,164.45	\$	75,015.17	
	Estero	0.012080171813%	\$	2,355.63	\$	1,812.03	\$	1,268.42	
	Fort Myers	0.431100350585%	\$	84,064.57	\$	64,665.05	\$	45,265.54	
	Fort Myers Beach	0.000522935440%	\$	101.97	\$	78.44	\$	54.91	
	Sanibel	0.034595447702%	\$	6,746.11	\$	5,189.32	\$	3,632.52	
Leon	Leon County	0.897199244939%	\$	91,884.22	\$	70,680.17	\$	49,476.12	\$ 219,813.87
	Tallahassee	0.42595809549%	\$	83,069.63	\$	63,899.71	\$	44,729.80	
Levy	Levy County	0.751192401748%	\$	39,025.69	\$	30,019.76	\$	21,013.83	\$ 61,542.14
	Bronson	0.005701448849%	\$	1,111.78	\$	855.22	\$	598.65	
	Cedar Key	0.005180329202%	\$	1,010.16	\$	777.05	\$	543.93	
	Chiefland	0.015326729337%	\$	2,988.71	\$	2,299.01	\$	1,609.31	
	Fanning Springs	0.000808007885%	\$	157.56	\$	121.20	\$	84.84	
	Inglis	0.004576965420%	\$	970.51	\$	746.54	\$	522.58	
	Otter Creek	0.000408543312%	\$	79.67	\$	61.28	\$	42.90	
	Williston	0.017774357715%	\$	3,466.00	\$	2,666.15	\$	1,866.31	
	Yankeetown	0.000884269303%	\$	172.43	\$	132.64	\$	92.85	
Liberty	Liberty County	0.019399452225%	\$	3,764.13	\$	2,895.48	\$	2,026.84	\$ 4,752.87
	Bristol	0.00096234647%	\$	18.77	\$	14.44	\$	10.10	
Madison	Madison County	0.063540287455%	\$	10,363.30	\$	7,971.77	\$	5,580.24	\$ 15,567.37
	Greenville	0.000110760631%	\$	21.60	\$	16.61	\$	11.63	
	Lee	0.000019973229%	\$	3.89	\$	3.00	\$	2.10	
	Madison	0.010264423758%	\$	2,001.56	\$	1,539.66	\$	1,077.76	
Manatee	Manatee County	7.721323346235%	\$	429,321.20	\$	330,247.08	\$	231,172.95	\$ 666,724.22
	Anna Maria	0.009930326116%	\$	1,936.41	\$	1,489.55	\$	1,042.68	
	Bradenton	0.379930754632%	\$	74,086.50	\$	56,989.61	\$	39,892.73	
	Bradenton Beach	0.014012127744%	\$	2,732.36	\$	2,101.82	\$	1,471.27	
	Holmes Beach	0.028038781473%	\$	5,467.56	\$	4,205.82	\$	2,944.07	
	Longboat Key	0.034895046131%	\$	6,804.53	\$	5,234.26	\$	3,663.98	
	Palmetto	0.052869136132%	\$	10,309.48	\$	7,930.37	\$	5,551.26	
Marion	Marion County	1.701176168960%	\$	254,227.13	\$	195,559.33	\$	136,891.53	\$ 416,788.18
	Bellevue	0.009799592256%	\$	1,910.92	\$	1,469.94	\$	1,028.96	
	Dunnellon	0.018400790755%	\$	3,588.15	\$	2,760.12	\$	1,932.08	
	McIntosh	0.000145259844%	\$	28.33	\$	21.79	\$	15.25	
	Ocala	0.368994504094%	\$	71,953.93	\$	55,349.18	\$	38,744.42	
	Reddick	0.000107129135%	\$	20.89	\$	16.07	\$	11.25	
Martin	Martin County	0.869487298116%	\$	146,398.75	\$	112,614.42	\$	78,830.09	\$ 213,024.39
	Jupiter Island	0.020873839646%	\$	4,070.40	\$	3,131.08	\$	2,191.75	
	Ocean Breeze Park	0.008270732393%	\$	1,612.79	\$	1,240.61	\$	868.43	
	Sewall's Point	0.008356072551%	\$	1,629.43	\$	1,253.41	\$	877.39	
	Stuart	0.081223857767%	\$	15,838.65	\$	12,183.58	\$	8,528.51	
Miami-Dade	Miami-Dade County	5.232119784173%	\$	835,145.55	\$	642,419.65	\$	449,693.76	\$ 1,281,869.35
	Aventura	0.024619727885%	\$	4,800.85	\$	3,692.96	\$	2,585.07	
	Bal Harbour	0.010041086747%	\$	1,958.01	\$	1,506.16	\$	1,054.31	
	Bay Harbor Islands	0.004272455175%	\$	833.13	\$	640.87	\$	448.61	
	Biscayne Park	0.001134842535%	\$	221.29	\$	170.23	\$	119.16	
	Coral Gables	0.071780152131%	\$	13,997.13	\$	10,767.02	\$	7,536.92	
	Cutler Bay	0.009414653668%	\$	1,835.86	\$	1,412.20	\$	988.54	
	Doral	0.01397678531%	\$	2,735.64	\$	2,096.64	\$	1,467.65	
	El Portal	0.0009174215760%	\$	180.22	\$	138.63	\$	97.04	
	Florida City	0.003929278792%	\$	766.21	\$	589.39	\$	412.57	
	Golden Beach	0.002847092951%	\$	555.18	\$	427.06	\$	298.94	
	Hialeah	0.098015895785%	\$	19,113.10	\$	14,702.38	\$	10,291.67	
	Hialeah Gardens	0.005452691411%	\$	1,063.27	\$	817.90	\$	572.53	
	Homestead	0.074935668046%	\$	4,862.46	\$	3,740.35	\$	2,618.25	
	Indian Creek	0.002543863026%	\$	496.05	\$	381.58	\$	267.11	
	Key Biscayne	0.013683477346%	\$	2,668.28	\$	2,052.52	\$	1,436.77	
	Medley	0.008748274131%	\$	1,705.91	\$	1,312.24	\$	918.57	
	Miami	0.292793005448%	\$	57,094.64	\$	43,918.95	\$	30,743.27	
	Miami Beach	0.181409572478%	\$	35,374.87	\$	27,211.44	\$	19,048.01	
	Miami Gardens	0.040683650932%	\$	7,933.31	\$	6,102.55	\$	4,271.78	
	Miami Lakes	0.007836768608%	\$	1,528.17	\$	1,175.52	\$	822.86	
	Miami Shores	0.006287935516%	\$	1,216.15	\$	943.19	\$	660.23	
	Miami Springs	0.00616991893%	\$	1,203.13	\$	925.49	\$	647.84	
	North Bay Village	0.005160355974%	\$	1,006.27	\$	774.05	\$	541.84	
	North Miami	0.030379280717%	\$	5,923.96	\$	4,556.89	\$	3,189.82	
	North Miami Beach	0.030391990953%	\$	5,926.44	\$	4,558.80	\$	3,191.16	
	Opa-locka	0.007847663096%	\$	1,530.79	\$	1,177.15	\$	824.00	
	Palmetto Bay	0.007404620570%	\$	1,443.90	\$	1,110.69	\$	777.49	
	Pinecrest	0.008296152866%	\$	1,617.75	\$	1,244.42	\$	871.10	
	South Miami	0.007833137111%	\$	1,527.46	\$	1,174.97	\$	822.48	
	Sunny Isles Beach	0.007693324511%	\$	1,500.20	\$	1,154.00	\$	807.80	
	Surfside	0.004869836285%	\$	949.62	\$	730.48	\$	511.33	
	Sweetwater	0.004116300842%	\$	802.68	\$	617.45	\$	432.21	
	Virginia Gardens	0.003172973244%	\$	228.73	\$	175.95	\$	123.16	
	West Miami	0.002654623657%	\$	517.65	\$	398.19	\$	278.74	
Monroe	Monroe County	0.476388738585%	\$	64,374.33	\$	49,518.72	\$	34,663.10	\$ 116,715.24
	Islamorada	0.330124785469%	\$	4,359.67	\$	3,353.60	\$	2,347.52	
	Key Colony Beach	0.004751812661%	\$	926.60	\$	712.77	\$	498.94	
	Key West	0.088087385417%	\$	17,177.04	\$	13,213.11	\$	9,249.18	
	Layton	0.000150707089%	\$	29.39	\$	22.61	\$	15.82	
	Marathon	0.030916742141%	\$	6,028.76	\$	4,637.51	\$	3,246.26	
Nassau	Nassau County	0.476933463002%	\$	76,577.74	\$	58,905.95	\$	41,234.17	\$ 116,848.70
	Callahan	0.000225152759%	\$	43.90	\$	33.77	\$	23.64	
	Fernandina Beach	0.083159445195%	\$	16,216.09	\$	12,473.92	\$	8,731.74	
	Hillard	0.000842507098%	\$	164.29	\$	126.38	\$	88.46	
Okaloosa	Okaloosa County	0.819212865955%	\$	119,351.63	\$	91,808.94	\$	64,266.25	\$ 200,707.19
	Circo Bayou	0.000733562214%	\$	143.04	\$	110.03	\$	77.02	
	Crestview	0.070440130066%	\$	13,735.83	\$	10,566.02	\$	7,396.21	
	Destin	0.014678507281%	\$	2,862.31	\$	2,201.78	\$	1,541.24	
	Fort Walton Beach	0.077837487544%	\$	15,178.31	\$	11,675.62	\$	8,172.94	
	Laurel Hill	0.000079893914%	\$	15.58	\$	11.98	\$	8.39	
	Mary Esther	0.009356549730%	\$	1,824.53	\$	1,403.48	\$	982.44	
	Niceville	0.021745398713%	\$	4,240.35	\$	3,261.81	\$	2,283.27	
	Shalimar	0.001824826796%	\$	353.84	\$	273.72	\$	191.61	
	Valparaiso	0.010455893052%	\$	2,039.09	\$	1,568.53	\$	1,097.97	
Okeechobee	Okeechobee County	0.353495278692%	\$	61,336.05	\$	47,181.58	\$	33,027.10	\$ 86,806.34
	Okeechobee	0.038951427287%	\$	7,595.53	\$	5,842.71	\$	4,089.90	
Orange	Orange County	4.671028214546%	\$	597,349.43	\$	459,499.56	\$	321,649.69	\$ 1,144,401.91

			0.0972151508921	\$	18,956.95	\$	14,582.27	\$	10,207.59
			0.02356594013	\$	4,595.49	\$	3,534.99	\$	2,474.49
			0.0107982536861	\$	2,105.66	\$	1,613.74	\$	1,133.82
			0.008375048351	\$	1,673.41	\$	1,248.78	\$	874.15
			0.0097160678451	\$	1,894.63	\$	1,457.41	\$	1,020.19
			0.0103552111611	\$	2,019.27	\$	1,553.28	\$	1,087.30
			0.0467282762091	\$	9,112.01	\$	7,009.24	\$	4,906.47
			0.0054290866861	\$	1,058.67	\$	814.36	\$	570.05
			0.0665988279781	\$	12,986.97	\$	9,989.97	\$	6,992.98
			1.1602484814901	\$	226,248.45	\$	174,037.27	\$	121,876.09
			0.0075480645671	\$	1,471.87	\$	1,132.21	\$	792.55
			0.0562645849961	\$	10,971.59	\$	8,439.69	\$	5,807.78
			0.1049030781591	\$	20,456.09	\$	15,735.45	\$	11,014.82
Osceola	1.073452092940%			\$	488,420.70	\$	375,708.23	\$	251,995.76
			0.8372486913901	\$	163,263.49	\$	125,587.30	\$	87,911.11
			0.1623660068721	\$	31,661.37	\$	24,354.90	\$	17,048.43
			0.0738373945781	\$	14,398.29	\$	11,075.61	\$	7,752.93
Palm Beach	8.601594372053%			\$	1,913,725.44	\$	1,010,558.03	\$	2,107,390.62
			5.5525484750261	\$	1,081,746.95	\$	832,882.27	\$	583,017.59
			0.0187517301691	\$	3,656.49	\$	2,812.68	\$	1,968.88
			0.0208184494511	\$	4,061.55	\$	3,124.27	\$	2,186.99
			0.4720690739611	\$	92,053.47	\$	70,810.36	\$	49,567.25
			0.3064982177111	\$	59,767.16	\$	45,974.74	\$	32,182.32
			0.0032545201211	\$	635.20	\$	488.62	\$	342.03
			0.0001888377981	\$	36.82	\$	28.33	\$	19.83
			0.3518465794571	\$	68,610.08	\$	52,776.99	\$	36,943.89
			0.0000525569411	\$	10.27	\$	7.90	\$	5.53
			0.0042834366311	\$	835.25	\$	642.50	\$	449.75
			0.0764248356571	\$	14,902.84	\$	11,463.73	\$	8,024.61
			0.0106711513221	\$	2,080.87	\$	1,600.67	\$	1,120.47
			0.0010840015891	\$	211.38	\$	162.80	\$	113.82
			0.0325109589341	\$	6,339.64	\$	4,876.65	\$	3,413.65
			0.0051505292821	\$	1,004.85	\$	777.96	\$	541.07
			0.0167575388041	\$	3,267.72	\$	2,513.63	\$	1,759.54
			0.1254663748881	\$	24,465.94	\$	18,819.96	\$	13,173.97
			0.0052565638491	\$	1,028.53	\$	791.48	\$	554.04
			0.0075607749031	\$	1,474.35	\$	1,134.12	\$	793.88
			0.0294332759801	\$	5,739.49	\$	4,414.99	\$	3,090.49
			0.1171466172981	\$	22,843.59	\$	17,571.99	\$	12,300.39
			0.02450715150591	\$	4,778.89	\$	3,676.07	\$	2,573.25
			0.0025311527891	\$	493.57	\$	379.67	\$	265.77
			0.0216328233311	\$	4,218.40	\$	3,244.92	\$	2,271.45
			0.0106965717951	\$	2,085.83	\$	1,604.49	\$	1,121.14
			0.0443496462561	\$	8,648.18	\$	6,652.45	\$	4,656.71
			0.0127864978071	\$	2,493.37	\$	1,917.97	\$	1,347.58
			0.0040187504471	\$	783.56	\$	602.74	\$	421.92
			0.1854768481231	\$	36,167.99	\$	27,821.53	\$	19,475.07
			0.2336758802571	\$	45,566.80	\$	35,051.38	\$	24,535.97
			0.0141355986121	\$	2,756.44	\$	2,120.34	\$	1,484.24
			0.0380217642821	\$	7,414.24	\$	5,703.26	\$	3,992.29
			0.1636170577821	\$	31,905.33	\$	24,542.56	\$	17,179.79
			0.0462957435991	\$	9,612.67	\$	7,394.36	\$	5,176.05
			0.0018302740411	\$	356.90	\$	274.54	\$	192.18
			0.0058666819671	\$	1,144.00	\$	880.00	\$	616.00
			0.0318936145951	\$	6,219.25	\$	4,784.04	\$	3,348.83
			0.0501836447581	\$	9,785.81	\$	7,527.55	\$	5,269.28
			0.5492566025411	\$	107,106.79	\$	82,389.84	\$	57,672.89
Pasco	4.692087260494%			\$	2,184,899.70	\$	1,642,130.54	\$	1,149,561.38
			4.3192052398131	\$	842,245.02	\$	647,880.79	\$	453,516.55
			0.0558197267231	\$	10,884.85	\$	8,372.96	\$	5,861.07
			0.1498791074941	\$	29,226.43	\$	22,481.87	\$	15,737.31
			0.0495299754581	\$	9,658.35	\$	7,425.50	\$	5,200.65
			0.0021897921551	\$	427.01	\$	328.47	\$	229.93
			0.0027908047611	\$	544.21	\$	418.62	\$	293.03
			0.1126726140891	\$	21,971.16	\$	16,900.89	\$	11,830.62
Pinellas	7.934889816777%			\$	3,610,374.67	\$	2,777,211.44	\$	1,944,048.01
			4.5465931845531	\$	886,585.67	\$	681,988.98	\$	477,392.28
			0.0180957451211	\$	3,528.67	\$	2,714.36	\$	1,900.05
			0.00461615060861	\$	831.00	\$	639.23	\$	447.46
			0.0075026709651	\$	1,463.02	\$	1,125.40	\$	787.78
			0.0004394110291	\$	85.69	\$	65.91	\$	46.14
			0.6338631201961	\$	123,603.31	\$	95,079.47	\$	66,555.63
			0.1024408737961	\$	19,975.97	\$	15,366.13	\$	10,756.29
			0.0478939864601	\$	9,339.33	\$	7,184.10	\$	5,028.87
			0.0089534536621	\$	1,745.92	\$	1,343.02	\$	940.11
			0.0113230048741	\$	2,207.99	\$	1,698.45	\$	1,188.92
			0.0174547860581	\$	3,403.68	\$	2,618.22	\$	1,832.75
			0.3741929907771	\$	72,987.63	\$	56,138.95	\$	39,290.26
			0.0226169577791	\$	4,410.31	\$	3,392.54	\$	2,374.78
			0.0038203339091	\$	744.97	\$	573.05	\$	401.14
			0.0394217060331	\$	7,687.23	\$	5,913.26	\$	4,139.28
			0.2516663119911	\$	49,074.93	\$	37,749.95	\$	26,424.96
			0.0036115228821	\$	704.25	\$	541.73	\$	379.21
			0.0064515284111	\$	1,258.01	\$	967.70	\$	677.39
			0.0280671707401	\$	7,422.03	\$	5,709.26	\$	3,996.48
			0.0952486957481	\$	18,573.50	\$	14,287.30	\$	10,001.11
			0.0299689216561	\$	5,843.94	\$	4,495.34	\$	3,146.74
			0.0719104661911	\$	13,999.25	\$	10,768.66	\$	7,538.06
			1.4569930901341	\$	284,035.65	\$	218,488.96	\$	152,943.37
			0.1019705930501	\$	19,884.27	\$	15,295.59	\$	10,706.91
			0.0406527832151	\$	7,927.29	\$	6,097.92	\$	4,268.54
Polk	2.150483025298%			\$	978,469.78	\$	752,640.06	\$	526,868.34
			1.5580498284841	\$	303,819.72	\$	233,707.47	\$	163,595.23
			0.0286361625841	\$	5,584.05	\$	4,295.42	\$	3,006.80
			0.0439719706601	\$	8,574.53	\$	6,595.80	\$	4,617.06
			0.0053055158181	\$	1,034.60	\$	795.84	\$	557.09
			0.0055959515551	\$	1,091.60	\$	839.69	\$	587.78
			0.0025801779871	\$	503.13	\$	387.03	\$	270.92
			0.0077024032511	\$	1,501.97	\$	1,155.36	\$	808.75
			0.0058576032271	\$	1,142.23	\$	878.64	\$	615.05
			0.0479847738631	\$	9,357.03	\$	7,197.72	\$	5,038.40
			0.0006355118211	\$	12.39	\$	9.53	\$	6.67
			0.0000054472441	\$	1.06	\$	0.82	\$	0.57
			0.0074899607291	\$	1,460.54	\$	1,123.49	\$	786.45
			0.0025402315301	\$	495.35	\$	381.03	\$	266.72
			0.2948756684681	\$	57,500.76	\$	44,231.35	\$	30,961.95
			0.0362931721341	\$	7,077.17	\$	5,443.98	\$	3,810.78
			0.0054145607021	\$	1,055.84	\$	812.18	\$	568.53
			0.0010803700931	\$	210.67	\$	162.06	\$	113.44
			0.097035760871	\$	18,921.55	\$	14,555.04	\$	10,188.53
Putnam	0.384893194088%			\$	175,126.40	\$	134,712.62	\$	94,298.83
			0.3392759901821	\$	64,199.07	\$	49,383.90	\$	34,568.73
			0.0055616362941	\$	1,084.52	\$	834.25	\$	583.97
			0.0018774834891	\$	366.11	\$	281.62	\$	197.14
			0.0469552447161	\$	9,156.27	\$	7,043.29	\$	4,930.30
			0.0003794913441	\$	74.00	\$	56.92	\$	39.85
			0.0008933480431	\$	174.20	\$	134.00	\$	93.80
Santa Rosa	0.701267319513%			\$	319,076.63	\$	245,443.56	\$	171,810.49
			0.5925239842161	\$	115,542.18	\$	88,878.60	\$	62,215.02
			0.0619515079051	\$	12,080.54	\$	9,292.73	\$	6,504.91
			0.0001597858291	\$	31.16	\$	23.97	\$	16.78

	Milton	0.046632041562%	\$	9,093.25	\$	6,994.81	\$	4,896.36	\$	687,235.73
Sarasota	Sarasota County	2.805042857579%	\$	1,924,315,632.51	\$	1,376,294.96	\$	981,765.35	\$	202,053.10
	Longboat Key		\$	375,241.48	\$	288,647.29	\$		\$	4,671.39
	North Port		\$	8,575.44	\$	6,673.42	\$		\$	22,009.24
	Sarasota		\$	40,874.30	\$	31,441.77	\$		\$	50,849.40
	Venice		\$	94,434.60	\$	72,642.00	\$		\$	14,946.48
			\$	27,757.74	\$	21,352.11	\$		\$	
Seminole	Seminole County	2.141148264544%	\$	974,222.46	\$	749,401.89	\$		\$	524,581.52
	Altamonte Springs		\$	1,508,941,648.39	\$	226,304.12	\$		\$	8,537.08
	Casselberry		\$	0.081305564301%	\$	12,195.83	\$		\$	9,403.63
	Lake Mary		\$	0.080034542791%	\$	12,005.18	\$		\$	6,479.55
	Longwood		\$	0.079767627827%	\$	11,965.14	\$		\$	10,828.74
	Oviedo		\$	0.061710013415%	\$	9,255.50	\$		\$	17,245.57
	Sanford		\$	0.103130858057%	\$	15,469.63	\$		\$	6,537.51
	Winter Springs		\$	0.154243490362%	\$	24,636.52	\$		\$	
			\$	12,141.09	\$	9,339.30	\$		\$	
St. Johns	St. Johns County	0.710333349554%	\$	323,203.67	\$	243,616.67	\$		\$	174,031.67
	Hastings		\$	0.656334818131%	\$	98,450.22	\$		\$	68,915.16
	MarineLand		\$	0.000010894488%	\$	1.63	\$		\$	1.14
	St. Augustine		\$	0.000000000000%	\$		\$		\$	
	St. Augustine Beach		\$	0.046510386442%	\$	6,976.56	\$		\$	4,883.59
			\$	1,458.06	\$	1,121.59	\$		\$	369,123.82
St. Lucie	St. Lucie County	1.506627843552%	\$	685,515.67	\$	527,319.75	\$		\$	100,396.44
	Fort Pierce		\$	0.956155584302%	\$	143,423.49	\$		\$	16,751.20
	Port St. Lucie		\$	0.159535255654%	\$	23,930.29	\$		\$	41,034.36
	St. Lucie Village		\$	0.390803453989%	\$	58,620.52	\$		\$	13.92
			\$	0.000132549608%	\$	19.88	\$		\$	
Sumter	Sumter County	0.326398870459%	\$	148,511.49	\$	114,239.60	\$		\$	79,967.72
	Bushnell		\$	0.302773026046%	\$	45,340.95	\$		\$	31,738.67
	Center Hill		\$	0.006607501744%	\$	991.13	\$		\$	693.79
	Coleman		\$	0.001312785844%	\$	196.92	\$		\$	137.84
	Webster		\$	0.000748088199%	\$	112.21	\$		\$	78.55
	Wildwood		\$	0.001423546476%	\$	213.53	\$		\$	149.47
			\$	0.014033916721%	\$	2,105.09	\$		\$	1,473.56
Suwannee	Suwannee County	0.191014879692%	\$	86,911.77	\$	66,855.21	\$		\$	48,798.65
	Branford		\$	0.161027800555%	\$	24,154.17	\$		\$	16,907.92
	Live Oak		\$	0.000929663004%	\$	139.45	\$		\$	97.61
			\$	0.079057416132%	\$	4,358.61	\$		\$	3,051.03
Taylor	Taylor County	0.092181897282%	\$	41,942.78	\$	32,263.66	\$		\$	22,584.56
	Perry		\$	0.069969851319%	\$	10,495.48	\$		\$	7,346.83
			\$	0.022212045963%	\$	3,331.81	\$		\$	2,332.26
Union	Union County	0.065156303224%	\$	29,646.12	\$	22,804.71	\$		\$	15,963.29
	Lake Butler		\$	0.063629259109%	\$	9,544.39	\$		\$	6,681.07
	Ralford		\$	0.001398126003%	\$	209.72	\$		\$	146.80
	Worthington Springs		\$	0.000012710236%	\$	1.91	\$		\$	1.33
			\$	0.000162078761%	\$	17.43	\$		\$	12.20
Volusia	Volusia County	3.130329674480%	\$	1,424,300.00	\$	1,095,615.39	\$		\$	766,930.77
	Daytona Beach		\$	1.708575342287%	\$	256,286.30	\$		\$	179,400.41
	Daytona Beach Shores		\$	0.447556475212%	\$	67,133.47	\$		\$	46,993.43
	DeBary		\$	0.039743093439%	\$	5,961.46	\$		\$	4,173.02
	Deland		\$	0.035283616215%	\$	5,292.54	\$		\$	3,704.78
	Deltona		\$	0.006982689498%	\$	14,847.55	\$		\$	10,393.29
	Edgewater		\$	0.199329190038%	\$	29,899.38	\$		\$	20,929.56
	Flagler Beach		\$	0.058042202343%	\$	8,706.33	\$		\$	6,094.43
	Holly Hill		\$	0.000223370111%	\$	33.50	\$		\$	23.45
	Lake Helen		\$	0.031615805143%	\$	4,742.37	\$		\$	3,319.66
	New Smyrna Beach		\$	0.004918861482%	\$	737.83	\$		\$	516.48
	Oak Hill		\$	0.104065968306%	\$	15,609.90	\$		\$	10,926.93
	Orange City		\$	0.004820811087%	\$	723.12	\$		\$	506.19
	Ormond Beach		\$	0.033562287058%	\$	5,054.34	\$		\$	3,524.04
	Pierson		\$	0.114644516477%	\$	17,196.68	\$		\$	12,037.67
	Ponce Inlet		\$	0.002332362515%	\$	349.09	\$		\$	244.99
	Port Orange		\$	0.023813535748%	\$	3,572.03	\$		\$	2,500.42
	South Daytona		\$	0.177596501562%	\$	26,639.48	\$		\$	18,647.63
			\$	0.045221205323%	\$	6,783.18	\$		\$	4,748.23
Wakulla	Wakulla County	0.115129321208%	\$	52,383.84	\$	40,295.26	\$		\$	28,206.68
	Sopchoppy		\$	0.114953193647%	\$	17,242.98	\$		\$	12,070.09
	St. Marks		\$	0.000107129135%	\$	16.07	\$		\$	11.25
			\$	0.000068998426%	\$	10.35	\$		\$	7.24
Walton	Walton County	0.268558216151%	\$	122,193.99	\$	93,995.38	\$		\$	65,796.76
	DeFuniak Springs		\$	0.224268489581%	\$	33,640.27	\$		\$	23,548.19
	Freeport		\$	0.017057137234%	\$	2,558.57	\$		\$	1,791.00
	Paxton		\$	0.003290135477%	\$	493.52	\$		\$	345.46
			\$	0.023942453860%	\$	3,591.37	\$		\$	2,513.96
Washington	Washington County	0.120124444109%	\$	54,656.62	\$	42,043.56	\$		\$	29,430.49
	Caryville		\$	0.104908475404%	\$	15,736.27	\$		\$	11,015.39
	Chipley		\$	0.001401757499%	\$	210.26	\$		\$	147.18
	Ebro		\$	0.012550450560%	\$	1,882.57	\$		\$	1,317.80
	Vernon		\$	0.000221521263%	\$	33.21	\$		\$	23.26
	Wausau		\$	0.000361333863%	\$	54.20	\$		\$	37.94
			\$	132.78	\$	102.14	\$		\$	71.50
		100.00%	\$	19,500,000.00	\$	45,500,000.00	\$	15,000,000.00	\$	10,500,000.00
		100.00%	\$		\$		\$		\$	24,500,000.00



CITY OF ORMOND BEACH

Office of the City Attorney • 173 South Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3217 • Fax (386) 676-3321

CITY ATTORNEY MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
From: Randal A. Hayes, City Attorney
Date: July 20, 2021
Subject: Settlement of Workers' Compensation Claim of George Postell
Commission Goal: N/A

Introduction

The matter before the City Commission involves consideration of a settlement proposal regarding the workers' compensation claim of former employee, George Postell.

Discussion

Please refer to the attached memorandum that has been prepared by the city's workers' compensation counsel.

Budget Impact

Payment in the amount of \$200,000.00 for the settlement of this claim will be made from the Workers' Compensation Insurance Fund; however, the excess insurance carrier is expected to reimburse the City approximately \$70,000.00 of that amount.

Citizen Impact

There will be no citizen impact as a result of the settlement of this claim.

Recommendation

The city's claims committee, the city attorney, and the city's workers' compensation counsel recommend approval of the proposed settlement.

Attachments:

- 21-104 Postell workers comp settlement (P21-0078G) (PDF)
- Workers Compensation Counsel memo (PDF)

RESOLUTION NO. 2021-104

A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF GEORGE POSTELL; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The City Commission of the City of Ormond Beach hereby approves the settlement of the claim of George Postell, as more particularly described in the Workers' Compensation Counsel's memorandum attached hereto and incorporated herein by reference, and further directs that payment be made as set forth therein.

SECTION TWO. The City Attorney, and/or his designee, is hereby authorized and directed to execute a settlement agreement, including any and all documents that are necessary and incidental thereto, regarding the settlement of the aforescribed claim.

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

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

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

OFFICE OF GEORGE A. HELM III
WORKER'S COMPENSATION COUNSEL
MEMORANDUM

TO: Honorable Mayor and City Commissioners

FROM: George A. Helm III, Esquire, Worker's Compensation Counsel

DATE: June 8, 2021

RE: Settlement of worker's compensation claims involving George Postell

Introduction:

This is a request that the City Commission approve a total workers compensation settlement to George Postell in the amount of \$200,000 which includes all attorneys fees and costs. As part of the settlement Mr. Postell will sign a general release in favor of the employer for all potential claims of any type except those related to vested benefits. On June 7, 2021 the adjuster, Christina Rodriguez, reached a contingent settlement agreement with Mr. Postell. The excess insurer is involved and we already have their approval of the \$200,000 settlement.

Background:

The claimant, George Postell, is a 54-year-old former gymnastics coach who was employed by the city from 1995 until his position was terminated on May 29, 2020.

On February 7, 2019 Mr. Postell injured both knees while jumping on a vault springboard demonstrating the process to young gymnasts. Mr. Postell suffered bilateral patella tendon rupture/tears that resulted in surgical repair surgery on February 8, 2019 and an additional surgery on his right knee which included a partial medial and lateral meniscectomy on October 23, 2019. He was ultimately placed at MMI on February 28, 2020 and assigned a 16% permanent partial impairment rating. His physician assigned permanent sedentary work restrictions and noted Mr. Postell has an antalgic gait and ambulates with a cane.

Mr. Postell is entitled to lifetime medical treatment for his knee conditions. Total potential medical exposure is estimated at \$248,970. Because Mr. Postell has permanent sedentary work restrictions he is also **potentially entitled** to permanent total disability benefits payable at the rate of \$697.72 per week until he reaches age 75. Based on a 3% discount factor these benefits have a potential present value of approximately \$571,000. So, total potential exposure approximates \$820,000. Settlement eliminates all potential exposure of all claims of any type against the city except those related to vested benefits.

Budget impact:

\$200,000 would have to be paid within 30 days of approval. Because there is an excess insurer

involved it is estimated the city will be reimbursed approximately \$70,000 of this amount, so, the net to the city approximates \$130,000.

Recommendations:

The City's Claims Committee recommends the City Commission approve the attached resolution approving the settlement of this workers compensation claim for the total sum of \$200,000.

Sincerely,

George A. Helm, III



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: July 20, 2021

Subject: Resolution to Lien for Site Maintenance - 211 Hernandez Ave

Commission Goal: N/A

Introduction

This is a request for authorization to place a lien in the total amount of \$604.61, including associated costs, against property owned by Samuel C. Eddy for the costs associated with cleaning the property located at 211 Hernandez Avenue, Ormond Beach, FL (Parcel # 4240-01-21-0100).

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 # 19-109451 was initiated on February 19, 2019, for a violation of the Code of Ordinances, General Duty to Maintain Premises, Chapter 14, Article VIII, Section 14-95, subsections (1), (2) and (5). 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 Jean Dwyer on June 24, 2019. Respondent was ordered to pay a citation of \$50, case costs of \$12.19 and bring the property into compliance by July 13, 2019. The Respondent did not bring the property into compliance and a fine of \$25 per day began accruing on July 14, 2019.

The matter came back before the Special Magistrate, Judge Pope Hamrick, on October 28, 2019. Judge Hamrick issued an Order for Failure to Comply, as the respondent had failed to timely correct the violation. The fine of \$25 per day continued to accrue. This

Order was recorded as a fine/lien on February 3, 2020.

The matter came back before the Special Magistrate, Scott Simpson, on June 22, 2020. Special Magistrate Simpson issued an Order for Failure to Comply, as the respondent had failed to timely correct the violation. The fine of \$25 per day continued to accrue. Additionally, absent compliance by July 22, 2020, the city was granted the authority to enter onto the property in order to remove and dispose of all trash, junk, debris, litter, non-living plant material and all personal property stored outside of the principal structure, with all costs thereof to be assessed against the Respondent. The Respondent failed to comply with the order by July 22, 2020. This Order was recorded as a fine/lien on September 14, 2020.

The site was cleaned by the City's lot cleaning contractor on February 17, 2021. The costs associated with cleaning this property are \$562 for contractor services, case costs of \$5.61, and lien case costs of \$37, as indicated on the attached Case Cost Sheets and Invoice. A request for payment was issued to the owner of record on March 10, 2021 via certified mail, regular mail and posting of the property. Certified mail was returned unclaimed.

Payment for the costs 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 \$604.61, which includes \$562 for contractor services, \$5.61 for case costs, and recording costs in the amount of \$37.

Attachments:

- 21-105 211 Hernandez Ave-Site Maintenance Lien (P21-0081G) (PDF)
- June 24, 2019 Special Magistrate Order (PDF)
- October 28, 2019 Special Magistrate Order, recorded (PDF)
- June 22, 2020 Special Magistrate Order, recorded (PDF)
- Photos Prior to Cleaning (PDF)

- Photos After Cleaning(PDF)
- Site Maintenance Case Cost Sheet (PDF)
- Fine-Lien Case Cost Sheet (PDF)
- Invoice for 211 Hernandez Ave Cleaning - Yellowstone (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/22/2021


Claire Whitley, Assistant City Manager 7/3/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

RESOLUTION NO. 2021-105

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 SAMUEL C. EDDY, LOCATED AT 211 HERNANDEZ 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, Samuel C. Eddy, the owner of property located at 211 Hernandez Avenue, Ormond Beach, Volusia County, Florida 32174, legally described as follows: “*Lots 10 and 11, Block 21, Ormond Terrace, according to the map or plat thereof, as recorded in Map Book 6, Page 178 through 183, inclusive, of the Public Records of Volusia County, Florida*” (Parcel ID No. 4240-01-21-0100), 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 Samuel C. Eddy, 211 Hernandez Avenue, Ormond Beach, Volusia County, Florida 32174 and legally described above in the amount of **FIVE HUNDRED SIXTY TWO DOLLARS (\$562.00)**, lot clearing fee, **FIVE DOLLARS and 61/100 (\$5.61)**, case costs, and **THIRTY SEVEN DOLLARS (\$37.00)**, recording fees, a total lien of **SIX HUNDRED FOUR DOLLARS and 61/100 (\$604.61)**, 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 July, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting 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: 211 HERNANDEZ AVENUE

ORMOND BEACH, FL 32174

PARCEL ID #: 4240-01-21-0100**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 211 Hernandez Avenue, Ormond Beach, Volusia County, Florida, and legally described as follows: "*Lots 10 and 11, Block 21, Ormond Terrace, according to the map or plat thereof, as recorded in Map Book 6, Page 178 through 183, inclusive, of the Public Records of Volusia County, Florida*" (Parcel ID No. 4240-01-21-0100), owned by **SAMUEL C. EDDY**, 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 2021-105** a lien for the work described, in an amount of **FIVE HUNDRED SIXTY TWO DOLLARS (\$562.00)**, lot clearing fee, **FIVE DOLLARS and 61/100 (\$5.61)**, case costs, and **THIRTY SEVEN DOLLARS (\$37.00)**, recording fees, a total lien of **SIX HUNDRED FOUR DOLLARS and 61/100 (\$604.61)**, 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 July 20, 2021

WITNESSES:

CITY OF ORMOND BEACH, a Florida
municipal corporation

Print Name: _____

By: _____
CHRISTOPHER MASON
Neighborhood Improvement Manager

Print Name: _____

Attest: _____
WENDY J. HONTZ
Acting City Clerk

Sworn to and subscribed before me this 20th day of July, 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: 211 HERNANDEZ AVENUE

ORMOND BEACH, FL 32174

PARCEL ID #:

4240-01-21-0100

SATISFACTION AND RELEASE OF LIEN

For and in consideration of the sum of **FIVE HUNDRED SIXTY TWO DOLLARS (\$562.00)**, lot clearing fee, **FIVE DOLLARS and 61/100 (\$5.61)**, case costs, and **THIRTY SEVEN DOLLARS (\$37.00)**, recording fees, a total lien of **SIX HUNDRED FOUR DOLLARS and 61/100 (\$604.61)** paid to the City of Ormond Beach, ("the City") the receipt of which is hereby acknowledged, the City does hereby release **SAMUEL C. EDDY**, owner of the real property located at 211 Hernandez Avenue, Ormond Beach, Volusia County, Florida, and legally described as follows: "*Lots 10 and 11, Block 21, Ormond Terrace, according to the map or plat thereof, as recorded in Map Book 6, Page 178 through 183, inclusive, of the Public Records of Volusia County, Florida*" (Parcel ID No. 4240-01-21-0100), from that certain lien imposed by that Claim of Lien, pursuant to Resolution 2021-105, 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: _____
WENDY J. HONTZ
Acting City Clerk

STATE OF FLORIDA)
)ss
COUNTY OF VOLUSIA)

On this ____ day of ____, 20__, personally appeared before me **CHRISTOPHER MASON**, and **WENDY J. HONTZ**, 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.: 19-109451

LOCATION OF VIOLATION:

211 Hernandez Avenue
Ormond Beach, FL
("the Property")

SAMUEL C. EDDY,

Respondent.

PARCEL NO.: 4240-01-21-0100

_____ /

ORDER FINDING VIOLATION

This cause having come on to be heard before the Special Magistrate of the City of Ormond Beach, Florida, June 24, 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 violation of the *City of Ormond Beach Code of Ordinances*, Chapter 14,

Article VIII, Section 14-95, subsections (1), (2) and (5). All premises shall be maintained free of insect, rodent harborage, the accumulation of trash, junk, debris, litter and non-living plant material and the outdoor storage of personal property is prohibited.

3. Respondent did not appear at the hearing. 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 violated *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95, subsections (1), (2) and (5). **Respondent shall pay the citation of fifty dollars (\$50.00) and case costs of twelve and 19/100 dollars (\$12.19) and bring the property into compliance within ten (10) days of the execution of this Order. If Respondent fails to comply within the 10 day period, a fine of twenty-five dollars (\$25.00) per day shall accrue for each day the property is out of compliance beginning on the 11th day of the execution of this Order.**

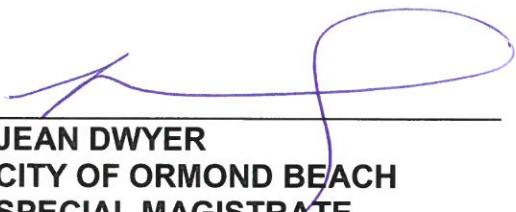
B. It is the Respondent's responsibility to contact the City of Ormond Beach Neighborhood Improvement Division to schedule a re-inspection of the property to confirm compliance and the date thereof.

C. 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 24, 2019.

DATED: 4/3/19

BY: 
JEAN DWYER
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.: 19-109451

LOCATION OF VIOLATION:

211 Hernandez Ave.
Ormond Beach, FL
("the Property")

SAMUEL C. EDDY,

Respondent.

PARCEL NO.: 4240-01-21-0100

FAILURE TO COMPLY

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 failure to comply with the Special Magistrate Order June 24, 2019,

concerning a violation of the *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95, subsections (1), (2) and (5). All premises shall be maintained free of insect, rodent harborage, the accumulation of trash, junk, debris, litter and non-living plant material and the outdoor storage of personal property is prohibited.

3. Respondent was served with a subpoena for attendance at the hearing but did not appear. The property was not in compliance at the time of the hearing. Per the previous Order, the property was to be brought into compliance no later than July 13, 2019.

Thereupon, and in consideration thereof, it is

ORDERED AND ADJUDGED as follows:

A. Respondent has failed to correct the violation of the *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95, subsections (1), (2) and (5). Respondent owes the following amounts in fines and costs through the date of the October 28, 2019 hearing:

Daily accruing fines of \$25.00 per day from 7/14/19 to 10/27/19	\$2,650.00
Costs through the 10/28/19 hearing	\$68.57
Citation	\$50.00
TOTAL DUE as of 10/28/19 hearing	\$2,768.57

SINCE THE PROPERTY WAS NOT IN COMPLIANCE AT THE TIME OF THE HEARING, THE DAILY ACCRUING FINE OF TWENTY-FIVE (\$25.00) PER DAY SHALL CONTINUE TO ACCRUE.

B. It is Respondent's obligation 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.

C. 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.: 19-109451

LOCATION OF VIOLATION:

211 Hernandez Ave.
Ormond Beach, FL
("the Property")

SAMUEL C. EDDY,

Respondent.

PARCEL NO.: 4240-01-21-0100

FAILURE TO COMPLY

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 Respondent's failure to comply with the Special Magistrate Order of June 24, 2019,

concerning a violation of the *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95, subsections (1), (2) and (5). All premises shall be maintained free of insect, rodent harborage, the accumulation of trash, junk, debris, litter and non- living plant material and the outdoor storage of personal property is prohibited.

3. Respondent did not appear at the hearing. A neighbor of Respondent appeared and testified as to the nuisance and the devaluation of surrounding property caused by the violation. The property was not in compliance at the time of the hearing.

Thereupon, and in consideration thereof, it is

ORDERED AND ADJUDGED as follows:

A. Respondent has failed to correct the violation of the *City of Ormond Beach Code of Ordinances*, Chapter 14, Article VIII, Section 14-95, subsections (1), (2) and (5). Respondent owes the following amounts in fines and costs through June 21, 2020:

Daily accruing fines of \$25.00 per day from 7/14/19 to 6/21/20 (344 days)	\$8,600.00
Costs through the 6/22/20 hearing	\$128.95
June 24, 2020 Citation	\$50.00
TOTAL DUE as of 2/21/20	\$8,778.95

SINCE THE PROPERTY WAS NOT IN COMPLIANCE AT THE TIME OF THE HEARING, THE DAILY ACCRUING FINE OF TWENTY-FIVE DOLLARS (\$25.00) PER DAY SHALL CONTINUE TO ACCRUE. IN ADDITION, ABSENT COMPLIANCE BY JULY 22, 2020, 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 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.

B. It is Respondent's obligation 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.

C. 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 G. 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

BEFORE

7.C.e













AFTER











Site Maintenance Case Cost Sheet

Address: 211 Hernandez Ave **Case #** 19-109451

Type of Service	Number of Items	Rate	Costs
Certified Letters	1	\$5.61	\$5.61
Regular Mail		\$0.50	\$0.00
Photographs		\$1.00 per page	\$0.00
Lot Cleaned by Contractor	1	\$562.00	\$562.00
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			\$567.61

Notes:

Yellowstone invoice payment request via certified mail to 211 Hernandez Ave

Request returned unclaimed.

FINE / LIEN CASE COST SHEET

Address: 211 Hernandez Ave	Case # 19-109451
----------------------------	------------------

Type of Service	Number of Items	Rate	Costs
Order Imposing Fine/Lien			
Recording cost to lien	<u>1</u>	\$10.00 First page	<u>\$10.00</u>
	<u>2</u>	\$8.50 per add'l 11 X 17 (2 pages)	<u>\$17.00</u>
Recording cost to satisfy lien	1	\$10.00 First page	<u>\$10.00</u>
Total Recording Costs			<u>\$37.00</u>

Notes:

Recording & satisfying of site maintenance lien on 211 Hernandez Ave

Yellowstone Invoice for lot cleaning \$562.00

Case cost: \$5.61

Lien recording/releasing case cost \$37.00

Grand Total \$604.61

**INVOICE**

INVOICE #	INVOICE DATE
DB 196732	2/26/2021
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: March 28, 2021

Invoice Amount: \$562.00

Description	Current Amount
211 Hernandez Ave Case# 19-109451	
Mowing, edging, string trimming, blowing and picking up trash/household debris	\$562.00

Invoice Total **\$562.00**

Excellence
 IN COMMERCIAL LANDSCAPING

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

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



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: July 20, 2021

Subject: Temporary Banner Extension to September 30, 2021

Commission Goal: Community Development - Other

Introduction

This is a request to extend the allowance for businesses to utilize temporary banners without permits and time restrictions during the COVID-19 event for an additional 91 days, from July 1, 2021 to September 30, 2021.

Background

Section 3-46(3) of the Land Development Code allows temporary commercial signs such as a banner or flag with a maximum of 64 square feet for fourteen days, four (4) times a year.

At the special virtual City Commission meeting on April 14, 2020, the City Commission discussed the issue of temporary signage and directed staff to allow businesses to display one banner/flag, not to exceed 64 square feet, with no permit or fee required. Resolution No. 2020-55, which was approved on May 12, 2020, authorized temporary banner signs for businesses during the COVID-19 event. This resolution contained a requirement to require permitting for banners, which was not the intent of the temporary banner policy. Resolution No. 2020-78, which was approved on June 9, 2020, clarified that no permit is required to allow businesses to display one banner/flag, not to exceed 64 square feet. The allowances in both Resolutions Nos. 2020-55 and 2020-78 were set to expire on December 31, 2020.

The original allowance to utilize temporary banners without permits and time restrictions during the COVID-19 event has been extended twice. On December 15, 2020, Resolution No. 2020-190 extended the allowance for businesses to utilize temporary banners without permits and time restrictions during the COVID-19 event until April 1, 2021. On April 6, 2021 the temporary banners were extended to July 1, 2021 with Resolution No. 2021-67.

Discussion

The purpose of this item is to extend the ability for businesses to have temporary banners without permits and time restrictions from July 1, 2021 to September 30, 2021. The temporary banners without a permit or time restrictions has been popular with businesses.

Budget Impact

Banner permits are \$20 per permit and the overall budget impact would be small.

Citizen Impact

The temporary policy would assist businesses in recovery efforts from the COVID-19 event.

Recommendation

It is recommended that the City Commission **APPROVE** the attached resolution to extend the allowance for businesses to utilize temporary banners without permits and time restrictions during the COVID-19 event for an additional 90 days, from July 1, 2021 to September 30, 2021.

Attachments:

- 21-106 Temporary Banner (P20-0069G) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/22/2021


Claire Whitley, Assistant City Manager 7/3/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

RESOLUTION NO. 2021-106

A RESOLUTION AUTHORIZING THE EXTENSION OF TIME FOR BUSINESSES TO DISPLAY BANNER SIGNS ON A TEMPORARY BASIS WITHOUT PERMITTING REQUIREMENTS THROUGH AND INCLUDING SEPTEMBER 30, 2021; ESTABLISHING CONDITIONS AND A TERMINATION DATE FOR SUCH DISPLAY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis issued Executive Order 20-52 declaring a state of emergency throughout the state of Florida as a result of the COVID-19 public health crises, and

WHEREAS, Governor Ron DeSantis has issued several additional executive orders extending the state of emergency related to the COVID-19 public health crisis, including but not limited to Executive Orders 20-114, 20-166, 20-192, 20-213, 20-276, and 20-297, and

WHEREAS, in order to assist in the economic recovery of businesses that were affected as a result of the COVID-19 public health emergency, the City Commission approved Resolution 2020-55 on May 12th, 2020, which allowed businesses to display temporary banner signs on a temporary basis under certain conditions, and

WHEREAS, the City Commission approved Resolution 2020-78 on June 9th, 2020, superseding Section One of Resolution 2020-55, to allow businesses to display banner signs on a temporary basis under certain conditions, without permitting requirements, for the time period through and including December 31, 2020, and

WHEREAS, the City Commission approved Resolution 2020-190 on December 15, 2020, superseding Section One of Resolution 2020-55, to allow businesses to display banner

signs on a temporary basis under certain conditions, without permitting requirements, for the time period through and including April 1, 2021, and

WHEREAS, the City Commission approved Resolution 2021-067 on April 6, 2021, superseding Section One of Resolution 2020-55, to allow businesses to display banner signs on a temporary basis under certain conditions, without permitting requirements, for the time period through and including July 1, 2021, and

WHEREAS, to assist in the continued economic recovery of businesses that have been affected by the COVID-19 public health emergency, the City Commission desires to continue to allow the display of banner signs on a temporary basis under certain conditions without permitting requirements through and including September 30, 2021, as provided in this resolution, now therefore,

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

SECTION ONE. Temporary Banner Signs. The City Commission hereby authorizes business owners to display banner signs, on a temporary basis and for the duration provided herein, subject to the following conditions:

- (a) A business owner shall not be required to obtain a permit to display temporary banner signs.
- (b) A temporary banner sign shall not exceed sixty-four (64) square feet in dimension.
- (c) Only one temporary banner sign shall be allowed per business, and such sign shall only be displayed on the business premises.

- (d) Temporary banner signs are prohibited in, on or upon any publicly owned right-of-way or other public property.
- (e) Permit fees that have been collected, if any, for the issuance of temporary banner sign permits during the Governor's declared state of emergency shall be refunded.
- (f) The display of temporary banner signs shall only be allowed for a limited duration through and including September 30, 2021, at which time the authority to display such signs shall automatically expire and shall be null and void.
- (g) Temporary banner signs that are displayed during the limited display period provided herein shall not count toward the "*Time allowed*" limitation in section 3-46, 3 of the *Land Development Code*; however, all other conditions in Section 3-46, 3 shall apply.

SECTION TWO. Temporary Outdoor Seating/Dining. The City Commission hereby authorizes the city's planning staff to issue permits to restaurants and food establishments licensed under Chapters 500 or 509, Florida Statutes, allowing outdoor seating/dining on a temporary basis under the following conditions:

- (a) Restaurants and food establishments shall email a desired outdoor seating configuration to: comdev@ormndbeach.org.
- (b) Provide a sketch or diagram of the proposed outdoor seating/dining area (i.e., aerial, photograph, site plan, or some similar document).
- (c) For parking areas that are not in main travel aisles, temporary fencing and/or markings shall be provided.
- (d) The use of main travel lanes in parking areas shall be discouraged; and if used, the outdoor seating/dining areas must be separated by a physical barrier.
- (e) Walkways for handicapped people shall be required.
- (f) There shall be no fee for conducting a safety review by city staff.

- (g) The proposed outdoor seating/dining area shall be subject to the review and approval by the planning, building, and fire safety staff.
- (h) Final set-up of the outdoor seating/dining area shall be subject to a final on-site review and approval.
- (i) Outdoor music is not allowed.
- (j) Outdoor seating/dining area is not allowed in undeveloped space, vegetative buffer areas, or designated open space areas.
- (k) Planning staff may allow an open-sided tent not exceeding ten feet by ten feet (10' x 10') in dimension.
- (l) If the operator of the restaurant or food establishment does not own the real property, the consent of the real property owner shall be required.
- (m) Outdoor seating/dining shall be allowed only for the duration of the Governor's COVID-19 declaration of public health emergency. The outdoor seating/dining shall automatically end upon the termination or expiration of the Governor's declaration of COVID-19 public health emergency, and the area in which outdoor seating/dining was allowed shall be returned to the same condition as it existed prior to provision of outdoor seating/dining.

SECTION THREE. In the event there is a conflict between this resolution or the City's Land Development Code regulating occupancy or temporary signage of businesses during the period of the pandemic and emergency Executive Orders issued by the Governor or Volusia County, the emergency orders of the Governor or Volusia County shall prevail.

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

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

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: July 20, 2021

Subject: FY 2021-22 River to Sea Transportation Planning Organization Funding Agreement

Commission Goal: Community Development - Other

Introduction

This is a request to approve a resolution renewing a funding agreement in the amount of \$4,114.00 with the River-to-Sea Transportation Planning Organization (R2CTPO) for fiscal year (FY) 2021-22.

Background

Each year since 2000, the City has entered into an annual agreement with the R2CTPO, formerly the Volusia County Transportation Planning Organization, in support of R2CTPO's role in planning and funding of Volusia County transportation projects. As a result of the 2010 Census, portions of Flagler County became a member in FY 2016-17, necessitating a more inclusive name change for the organization.

Discussion

The R2CTPO is responsible for coordinating planning transportation projects and issues of a countywide nature. Participation in the organization is key for achieving project funding for regional transportation projects affecting Ormond Beach. The funding for this agreement is based on a formula of \$.10 per capita for all the local governments as provided. The Bureau of Economic and Business Research at the University of Florida was used to determine the population estimate.

Budget Impact

Funding for this agreement of \$4,114.00 has been included in the General Fund operating budget of the Planning Department.

Citizen Impact

Transportation planning is important to everyone in Ormond Beach. How well a citizen can travel to work, school, or shopping affects safety and quality of life. The R2CTPO provides an independent yet cooperative forum for regional planning and the allocation of millions of dollars in federal transportation funding annually. The R2CTPO also helps citizens speak with one voice to their state and federal agencies and elected officials on transportation-related issues.

Recommendation

It is recommended that the City Commission **APPROVE** the attached funding agreement in the amount of \$4,114.00 with the River-to-Sea Transportation Planning Organization for fiscal year 2021-22.

Attachments:

- 21-107 River to Sea Transportation Funding Agreement (P21-0084G) (PDF)
- R2CTPO Funding Agreement (PDF)
- R2CTPO Information and Invoice (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/22/2021


Claire Whitley, Assistant City Manager 7/1/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

RESOLUTION NO. 2021-107

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION IN SUPPORT OF PLANNING AND FUNDING OF VOLUSIA COUNTY TRANSPORTATION SYSTEM PROJECTS; AUTHORIZING THE EXPENDITURE OF FUNDING AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into an agreement with the River to Sea Transportation Planning Organization (R2CTPO) (f/k/a Volusia Transportation Planning Organization) to support R2CTPO's role in planning and funding Volusia County Transportation System projects, and

WHEREAS, the City Manager has certified that the City's \$4,114.00 funding contribution has been appropriated in the General Fund (001) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City of Ormond Beach and River to Sea Transportation Planning Organization to support planning and funding of Volusia County Transportation System projects, a copy of said Agreement is attached hereto and incorporated herein by reference, and to pay the City's contribution from the General Fund (001).

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

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

BILL PARTINGTON

Mayor

ATTEST:

WENDY J. HONTZ

Acting City Clerk

**MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2021/22 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of _____ 2021, by and between the **CITY OF ORMOND BEACH**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "**R2CTPO**").

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Fast Act provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the R2CTPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY desires to enter into this Agreement with the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2021/22 FUNDING.** The CITY agrees to allocate **\$4,114.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2021/22 budget effective July 1, 2021. The funding provided to the R2CTPO by the CITY is equal to \$.10 per capita based on the 2018 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.
3. **EFFECTIVE DATE AND TERMS.** The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2022.
4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
5. **MISCELLANEOUS**
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

6. **CONTROLLING LAWS**

- a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.
- b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

7. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only between the CITY and the R2CTPO, and inure to the benefit of the successors or assigns of the parties.

8. **NOTICES.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager
City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175

R2CTPO: Lois Bollenback, Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145

9. **AUDIT AND RECORD KEEPING PROCEDURES.** The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the

Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

10. **PROVISIONS NOTWITHSTANDING.** Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

RIVER TO SEA TPO


Signature

Print Name: Lois Bollenback
Title: River to Sea TPO Executive Director

ATTEST:


Signature

Print Name: Debbie Stewart

(CORPORATE SEAL)

CITY OF ORMOND BEACH

Signature

Print Name: _____
Title: _____

ATTEST:

Signature

Print Name: _____

(CORPORATE SEAL)

**RECEIVED****JUN 17 2021****CITY MANAGERS OFFICE**

To: River to Sea Transportation Planning Organization Member

From: Walter Lacey

Date: June 14, 2020

Re: FY 2021/22 Funding Agreement and Invoice

The River to Sea Transportation Planning Organization (R2CTPO) collects funding annually from each member to support the R2CTPO's functions necessary to achieve the desired role in planning the transportation system.

Enclosed you will find a Funding Agreement for the FY 2020/21 TPO member assessment. Please execute and return the original to the TPO office. An invoice for the FY 2021/22 member assessment for your processing is also included. If you have any questions, please contact us.

Thank you for your support of the R2CTPO.

River to Sea TPO

Indigo Professional Centre
2570 W. Speedway Blvd., Suite 100
Daytona Beach, FL 32114
386-226-0422 Fax 386-226-0428

INVOICE

INVOICE NO: OB2022

DATE: June 15, 2021

DUE: July 1, 2021

Mr. Steven S. Spraker, Planning Director
City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	River to Sea TPO FY 21/22 Member Assessment		\$4,114.00
TOTAL DUE			\$4,114.00

Make all checks payable to: River to Sea TPO

If you have any questions concerning this invoice, please call: Walter Lacey, 386-226-0422 ext. 20423.

THANK YOU FOR YOUR PARTICIPATION!

**MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2021/22 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of _____ 2021, by and between the **CITY OF ORMOND BEACH**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "**R2CTPO**").

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Fast Act provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the R2CTPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY desires to enter into this Agreement with the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2021/22 FUNDING.** The CITY agrees to allocate **\$4,114.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2021/22 budget effective July 1, 2021. The funding provided to the R2CTPO by the CITY is equal to \$.10 per capita based on the 2018 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.
3. **EFFECTIVE DATE AND TERMS.** The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2022.
4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
5. **MISCELLANEOUS**
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

6. **CONTROLLING LAWS**

- a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.
- b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

7. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only between the CITY and the R2CTPO, and inure to the benefit of the successors or assigns of the parties.

8. **NOTICES.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager
City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175

R2CTPO: Lois Bollenback, Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145

9. **AUDIT AND RECORD KEEPING PROCEDURES.** The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the

Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

10. **PROVISIONS NOTWITHSTANDING.** Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

RIVER TO SEA TPO


Signature

Print Name: Lois Bollenback
Title: River to Sea TPO Executive Director

ATTEST:


Signature

Print Name: Debbie Stewart

(CORPORATE SEAL)

CITY OF ORMOND BEACH

Signature

Print Name: _____
Title: _____

ATTEST:

Signature

Print Name: _____

(CORPORATE SEAL)



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: July 20, 2021

Subject: Verona Villas, Utility Easement Acceptance

Commission Goal: Community Development - Other

Introduction

This is a request for acceptance of a utility easement within the Verona Oceanside development located within Ormond by the Sea.

Background

The Verona Oceanside project proposes a replat of 3.56 acres; lots 1, 24, 25, 39 and common area tract G into 4 single-family lots, 18 multifamily townhouse fee simple lots and 4 common area tracts, E, G, and H. The project is being reviewed, permitted, and platted in Volusia County. The City of Ormond Beach is the utility provider and the Site Plan Review Committee has reviewed and approved the utility connection. As part of the construction, there is a 25' utility easement that Ormond Beach needs to accept. Because the city is not acting upon the plat, a utility easement is required.

Discussion

City staff view the acceptance of easements as a necessary step in the maintenance of public infrastructure. The utility improvements have been reviewed, approved, and permitted through the Site Plan Review Committee.

Budget Impact

There is no budget impact associated with the acceptance of the easement.

Citizen Impact

There is no anticipated citizen impact as the result of the easement acceptance.

Recommendation

It is recommended the utility easement for Verona Oceanside be **ACCEPTED** by the City Commission per the attached resolution.

Attachments:

- 21-108 Verona Villas Utility Easement Acceptance (P21-0085G) (PDF)
- Access Maintenance and Utility Easement (P21-0085G)(PDF)
- Exhibit A, Legal Description (overall) (PDF)
- Exhibit B, Sketch & Legal for easement (PDF)
- Verona Oceanside plat (PDF)
- Diagram (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/22/2021


Claire Whitley, Assistant City Manager 7/5/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

RESOLUTION NO. 2021-108

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT DEED FROM MHK OF VOLUSIA COUNTY, INC. FOR A PORTION OF LOTS 24 AND 39 VERONA VILLAS SUBDIVISION, AS RECORDED IN MAP BOOK 56, PAGE 74, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The City Commission hereby approves and accepts that Public Utility, Access and Maintenance Easement Deed from MHK of Volusia County, a Florida corporation, the property owner, on property located on portions of lots 24 and 39 Verona Villas subdivision (Volusia County parcel numbers 3227-20-00-0240 and 3227-20-00-0390), a copy of which Public Utility, Access and Maintenance Easement Deed is attached hereto and incorporated herein by reference.

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

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

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

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

THIS INSTRUMENT PREPARED BY:

RANDAL A. HAYES, ESQUIRE
 Florida Bar No. 0747157
 173 South Beach Street
 Post Office Box 277
 Ormond Beach, FL 32175
 Location: Verona Villas, lots 24 and 39

ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT (the "Easement Agreement") is made this 20th day of July, 2021, by and between **MHK OF VOLUSIA COUNTY, INC.**, a Florida corporation, having a mailing address of 2379 Beville Road, Daytona Beach, Florida 32119 ("Grantor") and the **CITY OF ORMOND BEACH**, A Florida municipal corporation, and its successors and assigns, whose address is 22 S. Beach Street, Ormond Beach, Volusia County, Florida 32174 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee of that real property known as "Verona Villas", located on a portion of lots 24 and 39 Verona Villas subdivision as recorded in Map Book 56, Page 74, of the public records of Volusia County Florida (Volusia County parcel numbers 3227-20-00-0240 and 3227-20-00-0390), Volusia County, Florida more particularly described on Exhibit "A", attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor owns the Property where certain public utility improvements are being constructed and a public utility easement over the water and sewer lines is required; and

WHEREAS, Grantor shall record a replat within Volusia County and desires to provide the utility provider, the City of Ormond Beach, with this utility easement; and

WHEREAS, Grantor seeks to provide the Grantee public utility easements per the approved site plans; and

WHEREAS, the Property is within Grantee's utility service area and Grantee is therefore the provider of potable water and sewer services to the Property; and

WHEREAS, Grantee has requested and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance and utility easement over a portion of the Property more particularly described and depicted on Exhibit "B", attached hereto and incorporated herein (the "Easement Area").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. Grantor hereby gives, grants, bargains, sells and conveys to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance and utility easement over, upon, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Property and other areas as may be serviced at a later date. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related thereto. This Easement Agreement is subject to the terms, conditions and limitations set forth herein.

Section 3. Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Easement Area, subject to easements, reservations, restrictions and right-of-way record, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

Section 4. Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

Section 5. This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

Section 6. To the extent of the waiver of sovereign immunity limits provided by Section 768.28(5), Florida Statutes, Grantee agrees to indemnify and hold harmless the Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees and paralegal fees (whether incurred before, during or after trial, or upon any appellate level), arising from the Grantee's use of the Easement Area or from the exercise by the Grantee of any rights granted by this Agreement.

Section 7. This Easement Agreement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Easement Area.

Section 8. This Easement Agreement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

Section 9. Grantee shall notify Grantor in writing three (3) days prior to the commencement of any work within the Easement Area and shall obtain Grantor's consent prior to the commencement of such work. Grantee shall not be required to provide Grantor with advance notice in the case of emergency repairs. However, Grantee shall immediately notify Grantor of

said emergency repairs, the reason for said emergency repairs, and the expected time to complete said emergency repairs.

Section 10. If Grantee initiates work within the Easement Area, Grantee shall keep its work site in a good condition and appearance for the duration of the work. Upon completion of any improvements within the Easement Area, the Easement Area shall be restored by the Grantee to its pre-work appearance and condition.

Section 11. Grantee represents and warrants that the parties executing this Easement Agreement on Grantee's behalf are duly authorized to execute and deliver this Agreement on its behalf, that this Easement Agreement is binding upon Grantee in accordance with its terms, and that the approval of no other parties is required. Grantor represents and warrants that the individuals executing this Easement Agreement on Grantor's behalf are duly authorized to execute and deliver this Agreement on its behalf, that the Easement Agreement is binding upon Grantor in accordance with its terms, and that the approval of no other parties is required.

Section 12. Any notice or communication required or permitted by this Easement Agreement must be provided in writing. Such notice will be deemed validly given for all purposes when deposited in registered or certified U.S. mail, return receipt requested, or overnight delivery service, addressed to the party for whom such notice is intended, at the address given for such party as follows or at such other address as each party may designate:

To Grantee: CITY OF ORMOND BEACH
Attn: City Manager
22 South Beach Street
Ormond Beach, Florida 32174

To Grantor: MHK OF VOLUSIA COUNTY, INC.
2379 Beville Road
Daytona Beach, FL 32119

Section 13. Counterparts. The parties hereto acknowledge and agree that: a) this Easement Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument, and that executed counterpart originals shall be satisfactory for purposes of enforcing this Agreement.

Section 14. Binding Agreement. This Easement Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the date listed below.

Dated: _____, 2021.

"GRANTOR"

Signed, sealed and delivered in the presence of:

MHK OF VOLUSIA COUNTY, INC
a Florida corporation

Witness #1:

Sign Name: _____

By: _____

Print Name: _____

Name: _____

Its: _____

Witness #2:

Sign Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2021 by _____ as _____ of MHK OF VOLUSIA COUNTY, INC., a Florida corporation, who is personally known to me or has produced _____ as identification.

[Seal]

Notary Public

Print Name: _____

My Commission No.: _____

My Commission Expires: _____

IN WITNESS WHEREOF, Grantee has caused this Agreement to be executed as of the date listed below.

Dated: _____, 2021.

Signed, sealed and delivered in the presence of:

"GRANTEE"
CITY OF ORMOND BEACH,
a Florida municipal corporation

Witness #1:

Sign Name: _____
Print Name: _____

BILL PARTINGTON, Mayor

Witness #2:

Sign Name: _____
Print Name: _____

ATTEST:

JOYCE A. SHANAHAN, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20th day of July, 2021 by BILL PARTINGTON and JOYCE A. SHANAHAN, the Mayor and City Manager, respectively, of the CITY OF ORMOND BEACH, a Florida municipal corporation, who are personally known to me.

[Seal]

Notary Public
Print Name: _____
My Commission No.: _____
My Commission Expires: _____

Overall Legal Description

DESCRIPTION:

PARCEL "A"

ALL OF LOT 1 AND TRACT E, VERONA VILLAS SUBDIVISION AS RECORDED IN MAP BOOK 56, PAGE 74, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF VERONA VILLAS SUBDIVISION AS RECORDED IN MAP BOOK 56, PAGE 74, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO BEING THE NORTHWEST CORNER OF SPANISH WATERS SUBDIVISION AS RECORDED IN MAP BOOK 43, PAGE 115, OF SAID PUBLIC RECORDS; THENCE N89°35'13"E ALONG THE SOUTH LINE OF SAID VERONA VILLAS SUBDIVISION, A DISTANCE OF 967.36 FEET TO THE SOUTHWEST CORNER OF LOT 1 AND THE POINT OF BEGINNING; THENCE N0°24'47"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 102.83 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WATCHTOWER DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 10°29'02", AND A CHORD BEARING OF N66°56'41"E, THENCE ALONG THE ARC OF SAID CURVE 41.17 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°13'28", THENCE ALONG THE ARC OF SAID CURVE 36.75 FEET TO THE WESTERLY RIGHT-OF-WAY OF MARDEN DRIVE; THENCE S34°04'22"E ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 63.25 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 118.68 FEET, A CENTRAL ANGLE OF 29°47'14", THENCE ALONG THE ARC OF SAID CURVE 61.70 FEET TO THE SOUTH LINE OF SAID VERONA VILLAS SUBDIVISION; THENCE S89°35'13"W ALONG SAID SOUTH LINE, A DISTANCE OF 125.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.269 ACRES MORE OR LESS.

TOGETHER WITH PARCEL "B"

ALL OF LOTS 24 AND 39, VERONA VILLAS SUBDIVISION AS RECORDED IN MAP BOOK 56, PAGE 74, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF VERONA VILLAS SUBDIVISION AS RECORDED IN MAP BOOK 56, PAGE 74, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO BEING THE NORTHWEST CORNER OF SPANISH WATERS SUBDIVISION AS RECORDED IN MAP BOOK 43, PAGE 115, OF SAID PUBLIC RECORDS; THENCE N89°35'13"E ALONG THE SOUTH LINE OF SAID VERONA VILLAS SUBDIVISION, A DISTANCE OF 1142.62 FEET TO THE EAST RIGHT-OF-WAY LINE OF MARDEN DRIVE AND THE POINT OF BEGINNING; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 39 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 02°10'39", AND A CHORD BEARING OF N05°22'27"W, THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE 0.95 FEET; THENCE N04°13'30"W, A DISTANCE OF 2.44 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 168.68 FEET, A CENTRAL ANGLE OF 29°47'14", THENCE ALONG THE ARC OF SAID CURVE 87.69 FEET; THENCE N34°04'22"W, A DISTANCE OF 270.62 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 56°20'25", THENCE ALONG THE ARC OF SAID CURVE 147.50 FEET; THENCE N89°35'13"W, A DISTANCE OF 32.75 FEET TO THE WEST LINE OF LOT 24; THENCE N0°24'47"W ALONG THE SAID WEST LINE, A DISTANCE OF 98.95 FEET TO THE NORTH LINE OF SAID VERONA VILLAS SUBDIVISION; THENCE N88°51'25"E ALONG SAID NORTH LINE A DISTANCE OF 345.25 FEET TO THE NORTHEAST CORNER OF SAID VERONA VILLAS SUBDIVISION AND THE WESTERLY RIGHT-OF-WAY LINE OF OCEAN SHORE BOULEVARD; THENCE S22°38'50"E, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 215.04 FEET; THENCE CONTINUE S22°40'32"E, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 304.59 FEET TO THE SOUTH LINE OF SAID VERONA VILLAS SUBDIVISION; THENCE S89°35'13"W ALONG THE SAID SOUTH LINE, A DISTANCE OF 206.25 FEET TO THE POINT OF BEGINNING.

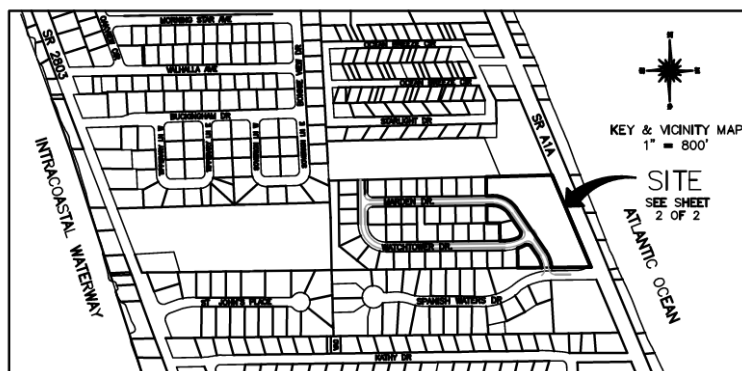
CONTAINING 2.852 ACRES MORE OR LESS.

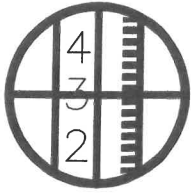
TOGETHER WITH PARCEL "C"

ALL OF LOT 25 AND TRACT G, VERONA VILLAS SUBDIVISION AS RECORDED IN MAP BOOK 56, PAGE 74, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF VERONA VILLAS SUBDIVISION AS RECORDED IN MAP BOOK 56, PAGE 74, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO BEING THE NORTHWEST CORNER OF SPANISH WATERS SUBDIVISION AS RECORDED IN MAP BOOK 43, PAGE 115, OF SAID PUBLIC RECORDS; THENCE N89°35'13"E ALONG THE SOUTH LINE OF SAID VERONA VILLAS SUBDIVISION, A DISTANCE OF 1142.62 FEET TO THE EAST RIGHT-OF-WAY LINE OF MARDEN DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 02°10'39", AND A CHORD BEARING OF N05°22'27"W, THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE 0.95 FEET; THENCE N04°13'30"W, A DISTANCE OF 2.44 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 168.68 FEET, A CENTRAL ANGLE OF 29°47'14", THENCE ALONG THE ARC OF SAID CURVE 87.69 FEET; THENCE N34°04'22"W, A DISTANCE OF 270.62 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 56°20'25", THENCE ALONG THE ARC OF SAID CURVE 147.50 FEET; THENCE N89°35'13"W, A DISTANCE OF 32.75 FEET TO THE WEST LINE OF LOT 24; THENCE DEPART EASTERLY RIGHT-OF-WAY SO°22'41"W, A DISTANCE OF 50.01 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID MARDEN DRIVE AND THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 25; THENCE S89°35'13"E ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 31.91 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 56°20'25", THENCE ALONG THE ARC OF SAID CURVE 98.33 FEET; THENCE S34°04'22"E, A DISTANCE OF 106.51 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 99°39'19", THENCE ALONG THE ARC OF SAID CURVE 43.48 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WATCHTOWER DRIVE AND THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 24°00'16", THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE 73.32 FEET; THENCE S89°35'13"W, A DISTANCE OF 25.49 FEET TO THE WEST LINE OF TRACT G; THENCE N00°22'12"W ALONG THE SAID WEST LINE OF TRACT "G" A DISTANCE OF 92.53 FEET TO THE SOUTH LINE OF SAID LOT 25; THENCE S89°35'13"W ALONG SAID SOUTH LINE, A DISTANCE OF 67.00 FEET TO THE WEST LINE OF SAID LOT 25; THENCE N00°22'12"W ALONG THE WEST LINE, A DISTANCE OF 92.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.441 ACRES MORE OR LESS.

Location Map





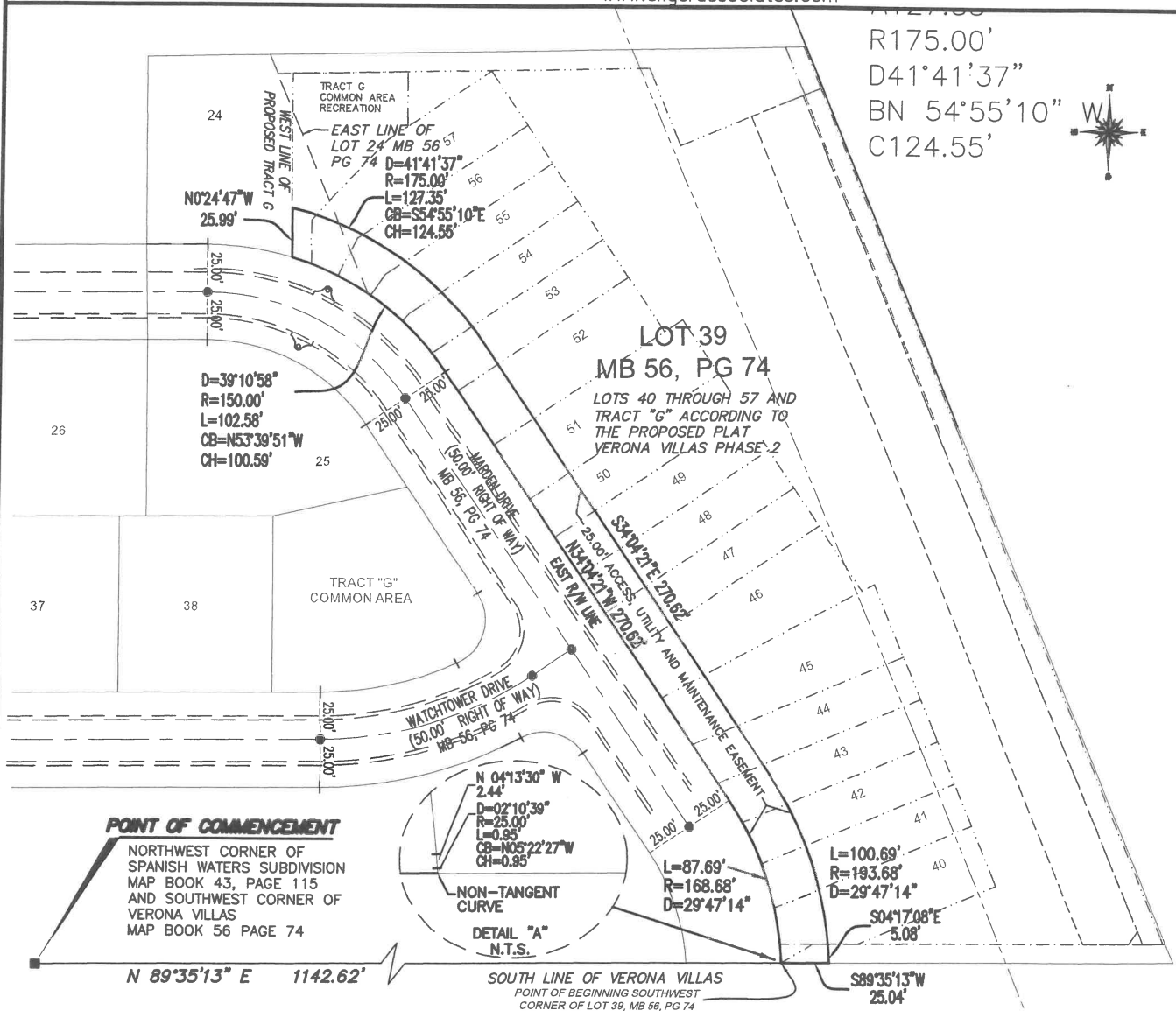
SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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www.sligerassociates.com



FOR: INTERVEST CONSTRUCTION INC.

DESCRIPTION: A PORTION OF VERONA VILLAS MB 56, PAGE 74.
(SEE SHEET 2 OF 3 FOR DESCRIPTION)

JOB #21-0972

SCALE: 1"=80'

FIELD BOOK:

PAGE:



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
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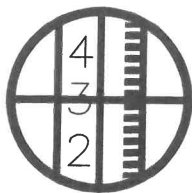
DESCRIPTION:

A PORTION OF LOTS 24 AND 39, (BEING LOTS 40 THROUGH 57 AND TRACT G OF THE PROPOSED PLAT OF VERONA VILLAS PHASE 2) VERONA VILLAS SUBDIVISION AS RECORDED IN MAP BOOK 56, PAGE 74, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF VERONA VILLAS SUBDIVISION AS RECORDED IN MAP BOOK 56, PAGE 74, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO BEING THE NORTHWEST CORNER OF SPANISH WATERS SUBDIVISION AS RECORDED IN MAP BOOK 43, PAGE 115, OF SAID PUBLIC RECORDS; THENCE N89°35'13"E ALONG THE SOUTH LINE OF SAID VERONA VILLAS SUBDIVISION, A DISTANCE OF 1142.62 FEET TO THE EAST RIGHT-OF-WAY LINE OF MARDEN DRIVE, THE POINT OF BEGINNING, ALSO BEING THE SOUTHWEST CORNER OF LOT 39 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 02°10'39", AND A CHORD BEARING OF N05°22'27"W, THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE 0.95 FEET; THENCE N04°13'30"W, A DISTANCE OF 2.44 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 168.68 FEET, A CENTRAL ANGLE OF 29°47'14", THENCE ALONG THE ARC OF SAID CURVE 87.69 FEET; THENCE N34°04'21"W, A DISTANCE OF 270.62 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 39°10'58" AND A CHORD BEARING OF N53°39'51"W, THENCE ALONG THE ARC OF SAID CURVE 102.58 FEET TO THE WEST LINE OF PROPOSED TRACT "G"; THENCE ALONG THE WEST LINE OF SAID TRACT "G" N0°24'47"W, 25.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 41°41'37", AND A CHORD BEARING OF S54°55'10"E, THENCE DEPART THE WEST LINE OF TRACT G ALONG THE ARC OF SAID CURVE 127.35 FEET; THENCE S34°04'21"E, A DISTANCE OF 270.62 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 193.68 FEET, A CENTRAL ANGLE OF 29°47'14", THENCE ALONG THE ARC OF SAID CURVE 100.69 FEET; THENCE S04°17'08"E, A DISTANCE OF 5.08 FEET TO THE SAID SOUTH LINE OF VERONA VILLAS SUBDIVISION; THENCE ALONG SAID SOUTH LINE S89°35'13"W, 25.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,100 SQ. FT. OR 0.278 ACRES MORE OR LESS.



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

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SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE IS ASSUMED AND BASED ON THE SOUTH LINE OF VERONA VILLAS SUBDIVISION BEING S89°35'13"W.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR.
5. SKETCH OF DESCRIPTION BASED ON RECORDED PLAT VERONA VILLAS SUBDIVISION MAP BOOK 56, PAGE 74 OF PUBLIC RECORD VOLUSIA COUNTY FLORIDA.

REFERENCE:

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	INTERVEST CONSTRUCTION INC. CITY OF ORMOND BEACH	JUNE 10, 2021	21-0972
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.		

SHEET 3 OF 3

FOR :

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	JUNE 10, 2021	21-0972	-	JM	JB
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

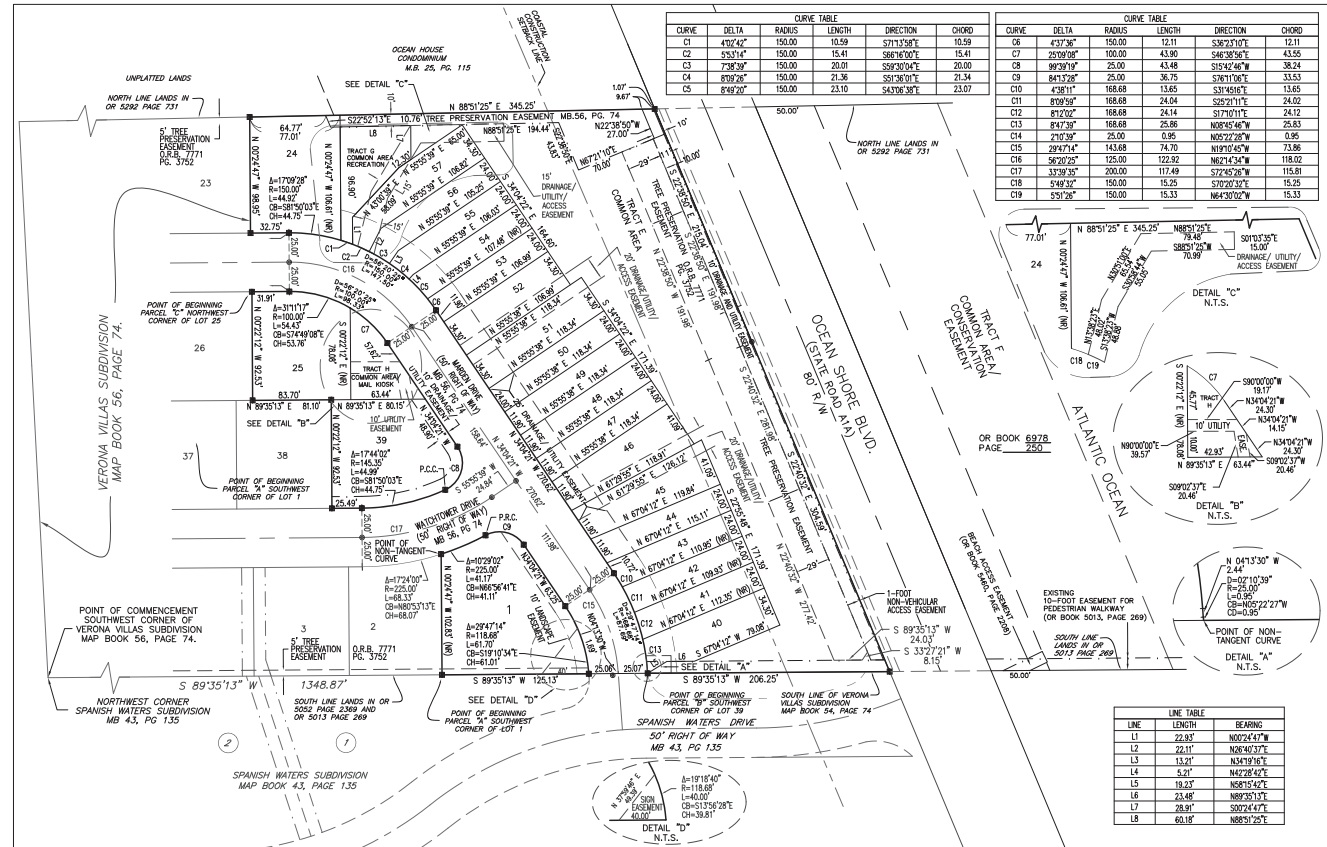
JEFFREY W
BARNES

Digitally signed by JEFFREY W
BARNES
Date: 2021.06.21 10:09:02 -04'00'

J.E. ZAPERT, P.L.S. NO. 4046
JEFF W. BARNES, P.S.M. NO. 5576
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

VERONA OCEANSIDE

A REPLAT OF A PORTION OF VERONA VILLAS SUBDIVISION
MAP BOOK 56, PAGE 74, A PORTION OF SECTION 27,
TOWNSHIP 13 SOUTH, RANGE 32 EAST,
VOLUSIA COUNTY, FLORIDA



CURVE	DELTA	RADIUS	LENGTH	DIRECTION	CHORD
C1	43°52'42"	150.00	10.59	S71°13'36"E	10.59
C2	5°52'14"	150.00	15.41	S88°10'07"E	15.41
C3	7°38'38"	150.00	20.01	S58°30'04"E	20.00
C4	8°09'28"	150.00	21.36	S51°36'01"E	21.34
C5	8°49'20"	150.00	23.10	S43°06'36"E	23.07

CURVE	DELTA	RADIUS	LENGTH	DIRECTION	CHORD
C6	4°37'36"	150.00	12.11	S36°23'10"E	12.11
C7	2°09'08"	150.00	43.90	S48°30'54"E	43.55
C8	8°38'19"	25.00	43.48	S15°42'46"W	38.24
C9	8°41'37"	25.00	36.75	S78°10'06"E	33.53
C10	4°30'11"	168.68	13.61	S17°45'05"E	13.65
C11	8°08'50"	168.68	24.04	S25°21'11"E	24.02
C12	81°20'42"	168.68	24.14	S17°01'11"E	24.12
C13	8°41'37"	168.68	25.86	N08°45'46"W	25.83
C14	2°12'38"	25.00	0.95	N05°02'47"W	0.95
C15	2°04'14"	143.68	74.70	N19°10'45"W	73.86
C16	56°20'25"	125.00	122.92	N62°14'34"W	118.02
C17	33°39'35"	200.00	117.49	S72°45'28"W	115.81
C18	5°49'37"	150.00	15.29	S72°02'37"E	15.25
C19	5°51'38"	150.00	15.33	N64°30'00"W	15.33

LINE	LENGTH	BEARING
L1	22.87	N00°24'47"W
L2	22.11	N06°46'37"E
L3	15.52	N34°19'42"E
L4	5.02	N45°08'42"E
L5	19.27	N58°15'42"E
L6	23.48	N69°20'17"E
L7	28.91	S00°24'47"E
L8	65.15	N88°51'25"E

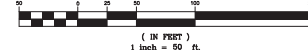
ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CL	CHORD LENGTH
EASE	EASEMENT
LB	LEGISLATED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
SRV	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
ORR	OFFICIAL RECORDS BOOK
PR	PLAT BOOK
PG	PAGE
C.A.	COMMON AREA
U.E.	UTILITY EASEMENT
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE

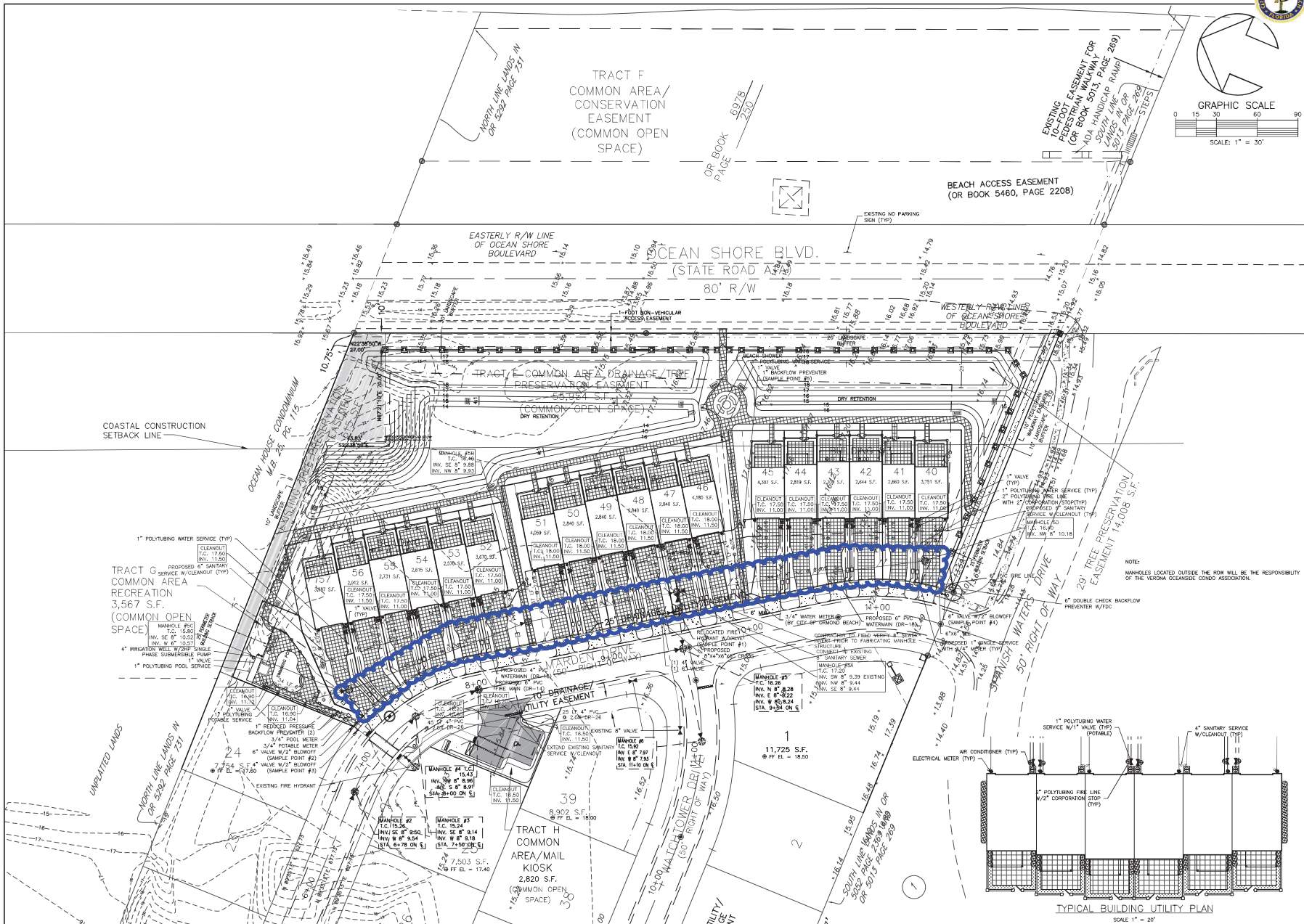
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

GRAPHIC SCALE



- LEGEND
- DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRIM LB 3019.
 - DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT STAMPED PRIM RLS 6723
 - △ DENOTES NAIL & CAP SET STAMPED PRIM LB 3019.
 - I DENOTES PC / PT



APPROVED
Site Plan Review Committee
PZ-20-011

DATE	BY	REVISIONS
10/15/20	10/15/20	1. PRELIMINARY
11/10/20	11/10/20	2. REVISED
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11/10/20	11/10/20	98. REVISED
11/10/20	11/10/20	99. REVISED
11/10/20	11/10/20	100. REVISED

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS - LANDSCAPE ARCHITECTS
1000 POLLY HILL, FLORIDA 32717
(407) 255-1000 FAX (407) 255-1001
CERTIFICATE OF AUTHORIZATION NUMBER 0000010

VERONA OCEANSIDE
VOLUSIA COUNTY - FLORIDA
UTILITY PLAN

5
SHEET NO.
Drawn By: SLB
Date: 12-10-2019
SCALE: 1" = 30'
FILE NO.: 00000SP.dwg
Parker Mynchenberg, P.E.
32645
SEAL: 147200



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: July 20, 2021

Subject: Maintenance Repairs to Fire Apparatus Quint 93

Commission Goal: Public Safety - Other

Introduction

This is a request for City Commission approval of necessary and urgent repairs to the Ormond Beach Fire Department Unit Quint 93, utilizing the sublet repair services of Cummins Sales and Service, Orlando Branch located at 4820 Orange Blossom Trail, in the amount of \$25,010.73.

Background

Fleet operations utilizes various sublet repair vendors for major repairs to specialized vehicles within the Ormond Beach fleet. Fleet Operations makes all attempts to complete repairs to vehicles, including frontline emergency response fire units, in house when possible. In this instance, the level and extent of maintenance repairs to Quint 93 requires service by the engine manufacturer directly, Cummins Sales and Service. The motor in Quint 93 is a Cummins Turbo Diesel.

Discussion

The Ormond Beach Fire Department fleet is limited with its current number of backup units, and all repairs to frontline vehicles are expedited to return the unit to service as quickly as possible. The latest repairs to Quint 93 exceeded the \$25,000 City Manager approval threshold, and therefore requires City Commission approval for additional repairs. Fleet Operations will continue to utilize various sublet vendors and authorized dealers to fulfill the current fiscal year's needs.

Budget Impact

The FY 2020-21 Fleet Operations budget includes sufficient funding for sublet repairs.

Citizen Impact

The Ormond Beach Fire Department apparatus provides emergency response needs to the community, and provides for the safety of our employees who serve the City.

Recommendation

This resolution requests City Commission approval of maintenance repairs exceeding the \$25,000 procurement threshold. Approval of this resolution ratifies and affirms said procurements.

Attachments:

- 21-109 Emergency repairs to fire unit Quint 93 (P21-0083G) (PDF)
- Quint 93 Emergency Repairs 2021 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/22/2021


Claire Whitley, Assistant City Manager 7/1/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

RESOLUTION NO. 2021-109

A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM CUMMINS SALES AND SERVICE FOR REPAIRS TO FIRE APPARATUS QUINT 93 FIRE TRUCK; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, emergency engine repairs needed to be made to the City's 2011 Pierce ladder fire truck (Quint 93) because reliability is critical to public safety, and

WHEREAS, Section 2-300(h), *Code of Ordinances*, allows the City to make emergency procurements of supplies, services or construction when there exists a threat to public health, welfare, or safety, and

WHEREAS, in the interest of public safety, the City's staff procured emergency repair service from Cummins Sales and Service, Orlando, Florida, at a cost of \$25,010.73, and

WHEREAS, the City Manager certified that the money for the payment of the sublet repair services was appropriated in the FY 2020-21 Fleet Operations budget, and

WHEREAS, the City Commission concurs with the foregoing and finds that the payment of said funds was in the best interest and safety of the general public, now therefore,

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

SECTION ONE. The foregoing recitals are incorporated herein by reference as the findings of the City Commission.

SECTION TWO. The City Commission hereby ratifies and affirms the emergency procurement from Cummins Sales and Services and the expenditure of funds in the amount of \$25,010.73 for the necessary repairs.

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

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

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
P. O. Box 403896
Atlanta, GA 30384-3896

7.G.b

ORLANDO FL BRANCH
4820 ORANGE BLOSSOM TRAIL
MV#95745
ORLANDO, FL 32810-
(407)298-2080

REPRINT

INVOICE NO

B2-43611

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF ORMOND BEACH
22 S BEACH ST
ORMOND BEACH, FL 32174-6386

HOWARD RUBRIGHT - 386 676-3510

PAGE 1 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
25-MAY-2021	NEED PO#	26-APR-2011	ISL CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
374546		22-FEB-2021	46971280		PUMPER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
209898	CW018		100558		Q93

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN				4P1CJ01A8BA011706			
COMPLAINT				ENGINE WILL NOT START - CUSTOMER REPORTS ENGINE MISS FIRE AND MAKING LOUD NOISE - CHECK AND ADVISE -			
CAUSE				CUMMINS PARTS WARRANTY CUSTOMER PAY DIAGNOSE FOR CAM GEAR ISSUE NOW INFRAME WITH 3 YEAR 150,000 MILE WARANTY REPLACE: CAM GEAR FRONT COVER RESEAL GEAR HOUSIGN REPLACE ALL ROCKERS REPLACED ALL PUSH TUBES REPLACE CYLINDER HEAD REPLACE LINERS REPLACE PISTONS REPLACE ROD AND MAIN BEARINGS CHANGE OIL CHANGE OIL FILTER REPLACE AIR FILTER REPLACE FUEL FILTER REPLACE CRANKSEAL ROADTEST REGEN			
CORRECTION				PERFORMED NOW 3 INFRAME REPALCE: CAM GEAR			

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

Packet Pg. 140

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of the Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event the Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. LIMITED WARRANTIES.

a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
P. O. Box 403896
Atlanta, GA 30384-3896

7.G.b

ORLANDO FL BRANCH
4820 ORANGE BLOSSOM TRAIL
MV#95745
ORLANDO, FL 32810-
(407)298-2080

REPRINT

INVOICE NO

B2-43611

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF ORMOND BEACH
22 S BEACH ST
ORMOND BEACH, FL 32174-6386

HOWARD RUBRIGHT - 386 676-3510

PAGE 2 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
25-MAY-2021	NEED PO#	26-APR-2011	ISL CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
374546		22-FEB-2021	46971280		PUMPER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
209898	CW018		100558		Q93

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 4P1CJ01A8BA011706

FRONT COVER
RESEAL GEAR HOUSING
REPLACE ALL ROCKERS
REPLACED ALL PUSH TUBES
REPLACE CYLINDER HEAD
REPLACE LINERS
REPLACE PISTONS
REPLACE ROD AND MAIN BEARINGS
CHANGE OIL
CHANGE OIL FILTER
REPLACE AIR FILTER
REPLACE FUEL FILTER
REPLACE CRANKSEAL

ROADTEST
REGEN

ALSO RUN UNIT AND ENGINE MADE TICKING NOISE. SHUT ENGINE OFF NAD
RUN ENGINE AND FOUND THAT ROCKER STANDS ARE CRACKED. REMOVE
OVER HEAD AND ROCKER STANDS SET OF SIX AND 12 ROCKER SHAFTS.

RUN UNIT AGAIN, SOUNDS GOOD, ROADTEST AND ALL CHECKED OKAY.

COVERAGE

COMPLETED THE REPAIR.
CUMMINS PARTS WARRANTY

CUSTOMER BILLABLE

1	1	114216	TOW CHARGE	S1-TOWING1	426.00	426.00
1	1	5273379	THERMOSTAT	DO NOT PULL RM HAS CECO	53.08	53.08
1	1	5284141	GEAR,CAMSHAFT	DO NOT PULL RM HAS CECO	222.41	222.41

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

Packet Pg. 142

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of the Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event the Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. LIMITED WARRANTIES.

a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

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15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
P. O. Box 403896
Atlanta, GA 30384-3896

7.G.b

ORLANDO FL BRANCH
4820 ORANGE BLOSSOM TRAIL
MV#95745
ORLANDO, FL 32810-
(407)298-2080

REPRINT

INVOICE NO

B2-43611

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF ORMOND BEACH
22 S BEACH ST
ORMOND BEACH, FL 32174-6386

HOWARD RUBRIGHT - 386 676-3510

PAGE 3 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
25-MAY-2021	NEED PO#	26-APR-2011	ISL CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
374546		22-FEB-2021	46971280		PUMPER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
209898	CW018		100558		Q93

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN				4P1CJ01A8BA011706			
				DO NOT PULL RM HAS			
2		2	3900227	SCREW,HEXAGON HEAD CAP	CECO	1.85	3.70
				DO NOT PULL RM HAS			
1		1	4024883	KIT,SEAL	CECO	71.02	71.02
				DO NOT PULL RM HAS			
1		1	3164067	GASKET,WHITE FORM N PLACE	CECO	20.29	20.29
				DO NOT PULL RM HAS			
1		1	3959798	GASKET,VALVE COVER	CECO	40.44	40.44
				DO NOT PULL RM HAS			
1		1	3958112	COVER,GEAR	CECO	142.95	142.95
1		1	3944293	GASKET,GEAR HOUSING	CECO	66.57	66.57
1		1	5272819	SEAL,RECTANGULAR RING	CECO	1.87	1.87
8		8	3963983	WASHER,SEALING	CECO	2.64	21.12
9		9	3963988	WASHER,SEALING	CECO	4.10	36.90
1		1	3940245	GASKET,HYDRAULIC PUMP	CECO	14.54	14.54
4		4	3103015	SEAL,GROMMET	CECO	3.24	12.96
4		4	S1091	SEAL,GROMMET	CECO	6.01	24.04
1		1	185848	GASKET,AIR COMPRESSOR	CECO	4.01	4.01
6		6	5253888	LEVER,ROCKER	CECO	45.81	274.86
6		6	3942748	LEVER,ROCKER	CECO	79.78	478.68
12		12	3964715	ROD,PUSH	CECO	18.10	217.20
1		1	5529501RX	HEAD,CYLINDER	DRC	4,333.73	4,333.73
1		1	4942132D	HEAD, CYLINDER	CLEAN	375.00	375.00
-1		-1	4942132D	HEAD,CYL ISC/QSC ISL/QSL	DIRTY	375.00 -	375.00

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

Packet Pg. 144

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of the Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event the Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. LIMITED WARRANTIES.

a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
P. O. Box 403896
Atlanta, GA 30384-3896

7.G.b

ORLANDO FL BRANCH
4820 ORANGE BLOSSOM TRAIL
MV#95745
ORLANDO, FL 32810-
(407)298-2080

REPRINT

INVOICE NO

B2-43611

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF ORMOND BEACH
22 S BEACH ST
ORMOND BEACH, FL 32174-6386

HOWARD RUBRIGHT - 386 676-3510

PAGE 4 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
25-MAY-2021	NEED PO#	26-APR-2011	ISL CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
374546		22-FEB-2021	46971280		PUMPER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
209898	CW018		100558		Q93

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4P1CJ01A8BA011706					
1		1	5473339	KIT,UPPER ENGINE GASKET	CECO	299.91	299.91
6		6	3867471	SEAL,O RING	CECO	1.85	11.10
6		6	3937142	SEAL,INJECTOR	CECO	3.03	18.18
2		2	3945326	SEAL,O RING	CECO	6.70	13.40
6		6	5404408	LINER,CYLINDER	CECO	178.99	1,073.94
6		6	4955530	KIT,ENGINE PISTON	CECO	348.36	2,090.16
6		6	3966244	BEARING,CON ROD (STD)	CECO	19.37	116.22
6		6	3950661	BEARING,CON ROD (STD)	CECO	15.98	95.88
1		1	3945917	SET,MAIN BEARING (STD)	CECO	251.81	251.81
1		1	5332563	GASKET,OIL PAN	CECO	54.67	54.67
1		1	3939352	GASKET,OIL SUC CONNECTION	CECO	3.99	3.99
1		1	3164067	GASKET,WHITE FORM N PLACE	CECO	20.29	20.29
2		2	4944670	ROD,ENGINE CONNECTING	CECO	186.70	373.40
1		1	LF9009	PAC, LF	FLG	47.59	47.59
24		24	C891001QT	P BL 1 S GN2 15W-40 BULK	VALVOLINE	2.95	70.80
12		12	CC2825	ES COMP EG	FLG	13.77	165.24
1		1	WF2071	WF PKG	FLG	14.35	14.35
1		1	FF5636	PAC, FF (S	FLG	26.16	26.16
1		1	FS1065	PAC, FS	FLG	45.23	45.23
1		1	EXTENDED WARRANTY	CERTIFICATE	C1-CERTIFICATES	1,150.00	1,150.00
1		1	CV50628	ELEMENT,CV	FLG	117.30	117.30

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

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These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of the Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event the Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. LIMITED WARRANTIES.

a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. **Cummins Exchange Components, Other Exchange Components, and Recon:** Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. **General Service Work:** All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. **Used Goods:** Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

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11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
P. O. Box 403896
Atlanta, GA 30384-3896

7.G.b

ORLANDO FL BRANCH
4820 ORANGE BLOSSOM TRAIL
MV#95745
ORLANDO, FL 32810-
(407)298-2080

REPRINT

INVOICE NO

B2-43611

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF ORMOND BEACH
22 S BEACH ST
ORMOND BEACH, FL 32174-6386

HOWARD RUBRIGHT - 386 676-3510

PAGE 5 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
25-MAY-2021	NEED PO#	26-APR-2011	ISL CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
374546		22-FEB-2021	46971280		PUMPER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
209898	CW018		100558		Q93

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4P1CJ01A8BA011706					
3		3	3163075	PAINT	CECO	21.05	63.15
4		4	5286984	STUD	CECO	9.10	36.40
4		4	5263462	NUT	CECO	3.46	13.84
1		1	4955530	KIT,ENGINE PISTON	CECO	348.36	348.36 *
1		1	5473022	KIT,PISTON RING	CECO	76.99	76.99 *
1		1	4955530	KIT,ENGINE PISTON	CECO	348.36	348.36 *
2		2	3950661	BEARING,CON ROD (STD)	CECO	15.98	31.96 *
1		1	5594275	SENSOR POSITION	CECO	23.47	23.47
6		6	4954487	SEAL,O RING	CECO	3.05	18.30
6		6	3867471	SEAL,O RING	CECO	1.85	11.10
1		1	3289952	BELT,V RIBBED	CECO	68.46	68.46
1		1	5462277	SENSOR,PRESSURE	CECO	64.44	64.44
1		1	3919953	SEAL,RECTANGULAR RING	CECO	17.08	17.08
1		1	5264459	HOSE,PLAIN	CECO	35.52	35.52
1		1	3286499	HOSE,PLAIN	CECO	32.66	32.66
6		6	3941140	SUPPORT,ROCKER LEVER	CECO	19.65	117.90
12		12	3966658	SHAFT,ROCKER LEVER	CECO	15.16	181.92

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

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These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of the Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event the Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

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a. **New Goods:** New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

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c. **HHP Exchange Engine:** HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

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8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

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14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
P. O. Box 403896
Atlanta, GA 30384-3896

7.G.b

ORLANDO FL BRANCH
4820 ORANGE BLOSSOM TRAIL
MV#95745
ORLANDO, FL 32810-
(407)298-2080

REPRINT

INVOICE NO

B2-43611

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF ORMOND BEACH
22 S BEACH ST
ORMOND BEACH, FL 32174-6386

HOWARD RUBRIGHT - 386 676-3510

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*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
25-MAY-2021	NEED PO#	26-APR-2011	ISL CM2150		PIERCE
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
374546		22-FEB-2021	46971280		PUMPER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
209898	CW018		100558		Q93

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 4P1CJ01A8BA011706

PARTS:	14,015.90
PARTS COVERAGE CREDIT:	805.67CR
TOTAL PARTS:	13,210.23
SURCHARGE TOTAL:	0.00
LABOR:	11,500.50
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	11,500.50
MISC.:	300.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	300.00
ELECTRONIC TOOLING FEE	50.00
HAZ WASTE DISPOSAL	100.00
SHOP SUPPLIES	150.00

WARRANTIES APPLIED: FACTORY IN SHOP
TAX EXEMPT NUMBERS:

LOCAL 0.00

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 25,010.73

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 25,010.73

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

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CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: July 20, 2021

Subject: HVAC Chiller Replacement for City Hall

Commission Goal: N/A

Introduction

This is a request for approval of the recent replacement purchase of the City Hall chiller. This expense exceeded the \$25,000 procurement threshold, and therefore requires City Commission notification and approval.

Background

In the Spring of 2021, the City Hall chiller began failing to maintain temperatures on the second floor of City Hall. An evaluation of the chiller revealed that three of the six compressors had failed, resulting in the chiller running at 50% capacity. During this evaluation a leaking condenser coil on the same cooling circuit as the failed compressors was also identified. Because the unit, initially installed in 2014, was no longer under warranty, and deemed to be at the end of its useful life, it was recommended that the unit be replaced.

Discussion

Staff obtained quotes and delivery estimates for a replacement unit and found Trane manufactured units to be the best option for replacement. During this process it was noted that Trane was estimating a lead time of 8-10 weeks and Carrier was estimating 12 weeks for the delivery of a new chiller. Due to concerns that the current unit would fail during this extended wait period, staff also obtained quotes for a temporary portable unit at a cost of approximately \$7,000 per month, plus \$6,000 for shipping and installation.

In order to reduce the delay and avoid potential costs associated with a temporary unit, staff obtained a quote for a replacement unit that was immediately available through the City's HVAC services contract with Flair Services Inc. The proposed replacement, manufactured by Trane, met all of the required specifications, is of high quality and

corrosion resistance, and includes a full five-year parts and labor warranty. In an effort to maintain City Hall services in the least disruptive and most cost-efficient manner, the chiller unit was purchased utilizing the emergency procurement procedure and installed over the weekend of June 12-13, 2021, by General Mechanical.

Budget Impact

The emergency procurement of contracting services in the amount of \$127,985 was necessary for the immediate replacement of the City Hall chiller and will be funded from the Facility Renewal & Replacement Fund 317.

Citizen Impact

Swift and efficient replacement of the City Hall chiller allowed services and operations to continue without disruption.

Recommendation

This procurement exceeded \$25,000 and therefore requires City Commission notification. Approval of this resolution ratifies and affirms said procurements.

Attachments:

- 21-110 General Mechanical emerg procurement chiller (P21-0087G) (PDF)
- General Mechanical City Hall Chiller Quote (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/29/2021


Claire Whitley, Assistant City Manager 7/6/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/15/2021

RESOLUTION NO. 2021-110

A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM GENERAL MECHANICAL CORPORATION FOR REPLACEMENT OF THE CHILLER AT CITY HALL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the chiller at City Hall was in need of emergency replacement because it was not maintaining cooling temperatures on the second floor of City Hall due to compressor failure resulting in the unit running at only 50% capacity, and

WHEREAS, Section 2-300(h), *Code of Ordinances*, allows the City to make emergency procurements of supplies, services or construction when there exists a threat to public health, welfare or safety, and

WHEREAS, due to the concern for public health and welfare, the City's staff determined that it was in the best interest of the City of Ormond Beach and the general public to accept a proposal from General Mechanical Corporation to replace the chiller at a cost of \$127,985.00 (a copy of said Proposal is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the services is appropriated in the Facility Renewal & Replacement Fund (317), now therefore,

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

SECTION ONE. The City Commission hereby ratifies and affirms the emergency procurement from General Mechanical Corporation and the expenditure of funds

from the Facility Renewal & Replacement Fund in the amount of \$127,985.00 to replace the chiller at City Hall.

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

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

BILL PARTINGTON

Mayor

ATTEST:

WENDY J. HONTZ

Acting City Clerk



Building on Success



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

May 13th, 2021

Mr. George Lavatelli
City of Ormond Beach
Engineering Division
22 South Beach Street
Suite 104
Ormond Beach, FL 32174

Re: Ormond Beach City Hall – Chiller Replacement

Dear Mr. Lavatelli,

We are pleased to present our proposal for the above referenced project as follows. Scope is based on site visits.

SCOPE OF WORK

This proposal includes all labor, material, and equipment.

1. Coordinate with Facilities staff
2. Demo existing chiller and piping to isolation valves, haul away old unit
3. Refrigerant recovery
4. Furnish and install (1) air cooled chiller
5. Furnish and install pipe and insulation, connect new chiller to existing isolation valves
6. Provide a complete electrical installation in accordance with NEC utilizing the existing disconnect
7. BAS Controls – connect new chiller to existing controls system
8. Work to be performed on a weekend, starting Friday at noon
9. Certified Test & Balance
10. Chemical water treatment
11. Crane rental
12. Permit fees
13. Project submittals
14. Closeout

Total cost: \$123,300.00.00 (see attached)

Trane Base Bid

Startup Included - Trane Service must start equipment for warranty to be honored

80 nominal tons

460 volt 3 phases

High efficiency/performance

Full factory refrigerant charge (HFC-410A)

Factory insulation 1.25" - high humidity/low evaporator temperature

Performance based on water

Copper tube with lanced aluminum fins with Blygold corrosion protection (NOT microchannel), no coil cleaning

Across the line starter/direct on line

Single point connection main line unit power-ancillary items require other power

Terminal block conn for incoming lines

BACnet interface

Water strainer factory installed

Half louvers

Warranty 5 year parts/labor/refrigerant warranty

Options:

Cabinet Coating – add: \$4,685.00

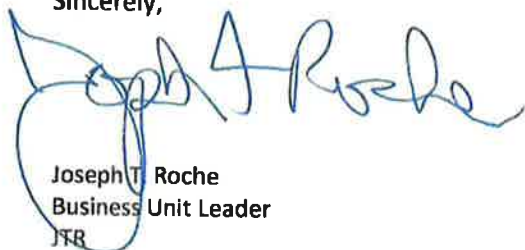
10 year Warranty (including Coating Cleaning by Blygold) – add: \$27,350.00

EXCLUSIONS

1. Engineering
2. Bond
3. Commissioning
4. Painting of any kind, including piping or ductwork
5. Temporary cooling/heating, spot coolers
6. Signed and sealed / BIM drawings / As-builts
7. Anything not listed in this scope
8. Pricing is valid for 60 days from the date listed above – pricing subject to change after 60 days

Thank you for the opportunity to be of service to you and Ormond Beach City Hall. If you have any questions please feel free to contact us.

Sincerely,



Joseph T. Roche
Business Unit Leader
JTR

This proposal includes the Terms and Conditions provided following the signature block.

TERMS AND CONDITIONS

Buyer's signature on the proposal letter and/or Buyer's authorization to proceed with performing the Work described in the proposal letter are evidence of Buyer's acceptance of the proposal, including these terms and conditions ("Agreement").

Payment: Seller will submit invoices to the Buyer on a monthly basis. Each invoice is due and payable within 30 calendar days of the date of the invoice. Buyer will pay an additional charge of 2% per month of the invoice amount not to exceed the maximum rate allowed by law for any payment received by Seller that exceeds 30 calendar days from the date of the invoice.

Authorization and Access: The Buyer shall provide Seller with all the necessary access to the area(s) in which the work is to be performed. The Buyer warrants that it has obtained (or will obtain prior to performance of the Work) all necessary consents, and authorizations required in connection with the performance of the Work.

Differing Site Conditions: Buyer acknowledges this Agreement is based on Seller's observation of site conditions. In the event of differing site conditions, Buyer agrees to negotiate an amendment to the Agreement to equitably adjust the price and/or schedule accordingly. Conditions which could not be discovered by reasonable inspection may require additional labor or materials. If differing conditions are discovered, Seller will notify Buyer and the parties will work in good faith to negotiate a modification to the Agreement.

Limitation of Liability: Buyer agrees to limit Seller's liability to Buyer and all other parties for claims arising out of Seller's performance of the Work described in this Agreement. The aggregate liability of Seller, whether based in contract, tort, warranty, negligence or otherwise, shall not exceed \$25,000.00 or the cost of the Work, whichever is the lesser. In no event shall either party be liable to the other party for incidental, indirect, consequential, special or punitive damages arising from or related to the Work performed pursuant to this Agreement.

Standard of Care: It is understood that Seller makes no guarantee or warranty, either express or implied, as to the Work provided except that Seller represents that it shall perform its Work in accordance with the standards of care and diligence normally practiced by similar firms performing similar Work in the same locale. Seller does not represent or warrant to the Buyer that the services and/or reports delivered pursuant to this Agreement will achieve any results for the Buyer other than as expressly set out in the Scope of Services. If equipment is supplied as part of this contract, Buyer agrees that Seller will not be liable for any claims due to defective equipment manufacturing.

Indemnification: To the fullest extent permitted by law, Buyer shall indemnify, defend and hold harmless Seller, its agents, employees, officers and directors from and against any and all liability, suits, actions, claims, losses, demands, costs, and expenses, including attorney's fees, arising out of the negligent acts, errors, omissions, performance or willful misconduct of Buyer, its employees, agents, consultants, officers, directors and subcontractors.

Delays: Seller shall not be liable for delays or failure to perform its Work caused directly or indirectly by circumstances beyond Seller's control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions or delays resulting from actions or inactions of Buyer or third parties, site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.

Dispute Resolution: Buyer and Seller agree to make good faith efforts to settle any dispute or claim that arises under this Agreement through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the dispute or claim shall be settled by arbitration in a forum of competent jurisdiction in accordance with the then current rules of the American Arbitration Association. The selection of an arbitrator shall be subject to the mutual consent of both parties. The site of the proceedings shall be Daytona Beach, Florida. Any decision provided by the arbitrator in accordance with this provision shall be final and binding on the parties and judgment upon award by the arbitrator may be entered in any court having jurisdiction. Each party to any arbitration hereunder shall bear its own costs of the proceeding including attorney fees.

Termination: Either party may terminate the Work with or without cause upon 10 days advance written notice. Irrespective of which party shall effect termination, the Buyer shall pay, within 15 calendar days of termination, Seller for services rendered and all costs incurred up to the time of termination, as well as those costs associated with the termination itself, in accordance with Seller's then-prevailing fee schedule.

Assignment: Neither party will delegate, assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other party.

Third-Party Rights: Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Buyer and Seller.

Severability/Survival: The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other parts hereof. Limitations of liability, indemnities, and other representations shall survive termination of this Agreement for any cause.

Non-Waiver of Rights: The failure of either party to insist upon strict performance of any of the terms and conditions in this Agreement, or to exercise any rights or remedies, shall not be construed as a waiver or limitation of that party's rights to assert any of the same or to rely on any such terms or conditions at any time thereafter.

Governing Law: This Agreement shall be governed by the laws of the State of Florida.

Entire Agreement/ Modifications: The parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings, whether verbal or written, between the parties with respect to its subject matter. This Agreement may not be modified except in writing and signed by both parties.

*Building on Success*

DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

SCOPE OF WORK

1. Work to be performed on a weekend. We will start on a Friday at close of business.
2. Coordinate with City staff.
3. Isolate and shut down chiller. Shut off valves.
4. Disconnect piping, electrical and controls.
5. Set up crane on Saturday morning and remove old chiller.
6. Set new chiller with crane on existing beams.
7. Connect new piping, electrical and controls.
8. Refill system on Sunday morning.
9. Start new chiller and perform startup checklist procedures. Check for proper water flow.
10. Insulate chilled water piping with foam glass insulation with aluminum jacket.
11. Install tag & I.D.
12. Provide operation and maintenance with warranties in a 3 ring indexed manual.



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: July 20, 2021

Subject: Transportation Consulting Contract Renewal

Commission Goal: Transportation - Other

Introduction

This is a request for the City Commission to approve the amendment and renewal of the Professional Services Agreement with Ghyabi Consulting and Management, LLC, for transportation consulting services.

Background

The City solicited proposals for transportation consulting services through RFP 2019-21. A Professional Services Agreement was awarded to Ghyabi Consulting and Management, LLC by Resolution No. 2019-100 on May 21, 2019. The agreement's initial term was for one year and provides that it may be renewed for five (5) additional one-year terms upon mutual agreement of the parties. The first one-year renewal was approved on May 12, 2020 per Resolution No. 2020-49.

Discussion

This item will approve the renewal for the second additional one-year term, and will amend the agreement to allow for automatic renewal for the remaining three (3) additional one-year terms upon mutual agreement of the parties.

Budget Impact

Funding for this agreement is provided by the Transportation Fund, at the contract amount of \$48,000 annually.

Citizen Impact

The agreement for transportation consulting services provides the City with professional expertise to assist in acquiring funding and prioritization of various transportation

projects that meet the goals and objectives of Ormond Beach citizens.

Recommendation

Staff recommends that the City Commission approve the amendment and renewal of the Professional Services Agreement for transportation consulting services with Ghyabi Consulting and Management, LLC.

Attachments:

- 21-111 Ghyabi Transp Consult Amend & Renew (P21-0066G)(PDF)
- Ghyabi Consulting Mgmt - Transportation Amend & Renew (P21-0066G) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/22/2021


Claire Whitley, Assistant City Manager 7/5/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

RESOLUTION NO. 2021-111

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT AND RENEWAL OF AGREEMENT FOR TRANSPORTATION CONSULTING SERVICES BETWEEN THE CITY OF ORMOND BEACH AND GHYABI CONSULTING MANAGEMENT, LLC; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute an Amendment and Renewal of Agreement between the City and Ghyabi Consulting Management, LLC, a copy of said Amendment being attached hereto and incorporated herein by reference.

SECTION TWO. Said Amendment and Renewal of Agreement shall be effective retroactively to May 21, 2021.

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

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

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

AMENDMENT AND RENEWAL OF AGREEMENT FOR TRANSPORTATION CONSULTING SERVICES

THIS AMENDMENT AND RENEWAL OF AGREEMENT is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation, hereinafter referred to as “City”, and **GHYABI CONSULTING MANAGEMENT, LLC**, hereinafter referred to as “Ghyabi”, for the purposes stated herein as follows:

WHEREAS, the City and Ghyabi are parties to a certain Agreement for Transportation Consulting Services effective May 21, 2019 for an initial term of one year, with the option to renew for five (5) additional one-year terms, and

WHEREAS, the parties exercised the first renewal on May 12, 2020 for the period May 21, 2020 to May 20, 2021 and desire to exercise the second one-year renewal provision contained in the Agreement for the period May 21, 2021 to May 20, 2022, and

WHEREAS, the parties additionally desire to amend the subject Agreement to allow for the remaining renewals to be on an automatic basis without the need to execute an amendment document, now therefore;

1. **Paragraph 2. Term**, is hereby amended to read as follows:

This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement will be for one (1) year and may be renewed for five (5) additional one-year terms upon mutual agreement of the parties. The third, fourth and fifth renewals shall be on an automatic basis without the need to execute an amendment.

2. The initial term of the Agreement set forth in Paragraph 2 is hereby renewed for a one-year period of time, unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.

3. This Amendment and Renewal of Agreement, including the recitals set forth hereinabove, is made a material part of the aforesaid Agreement previously executed by the parties.

4. All other terms and conditions set forth in the Agreement previously executed by the parties shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Renewal of Agreement to be executed by the following duly authorized representatives of the parties on the dates indicated below.

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:

**GHYABI CONSULTING
MANAGEMENT, LLC**

Print Name: _____

By: _____
Print Name: _____

Title: _____

Print Name: _____

Attest: _____
Print Name: _____

Title: _____



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Tim Heyrend, Utilities Manager

Date: July 20, 2021

Subject: Sodium Hypochlorite Price Adjustment and Renewal

Commission Goal: N/A

Introduction

This is a request for a price adjustment for liquid Sodium Hypochlorite (Chlorine) from Odyssey Manufacturing Company ("Odyssey"), associated with our existing agreement for chemicals used in water disinfection at the City's Water Treatment Plant (WTP) and Water Reclamation Facility (WRF). Sodium Hypochlorite is a critical chemical for providing disinfected drinking water and reclaimed water to the City.

Background

The City's Water and Wastewater Utilities Division is required to prepare bid specifications and contract conditions for chemicals delivered and utilized annually at the City's water and wastewater treatment facilities. Currently, the City utilizes Odyssey for supply and delivery of Chlorine for the City's WTP and WRF at a fixed unit price bid of \$0.525 per gallon delivered for the three-year period from fiscal year (FY) 2020-21 through FY 2022-23.

Discussion

The agreement with Odyssey automatically renews for two (2) - one (1) year periods unless either party provides written notice of termination at least ninety (90) days prior to the expiration of the current term, or September 30, 2021. While the agreement is still effective and can be renewed, per the agreement, the *"Contractor may request a rate adjustment subject only to changes in mutually-agreed, nationally recognized, indices (for example: Consumer Price Index), changes in the scope of work, changes in the location of land application sites, changes in energy or chemical costs, and changes in applicable laws, rules, regulations, or directives. Any change in the rates stated in subparagraph (a) shall be negotiated by the parties, and approved by the City Commission of the City, in its absolute discretion, in advance of the effective date of any such change. 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”; however, rising costs for this industry over the last year have escalated dramatically due to shortages in chlorine supply nationwide.

According to the attached price adjustment request from Odyssey, muriatic acid costs have almost doubled and caustic pricing has gone up almost 50%. The Producer Price Index Data Table has gone up 45% since 2020. Odyssey has advised that they can no longer afford to supply and deliver Chlorine to the City at the current rate of \$0.525 per gallon and is requesting a 24.8% increase to \$0.655 per gallon. Staff contacted several municipalities in the area about Chlorine pricing and found that \$0.655 per gallon is less than or similar to what others are paying.

Although the requested price is above the 4% increase contemplated in the contract, Odyssey has provided reliable service at competitive rates throughout the contract, and continues to offer a favorable price for the upcoming renewal year given the current escalation in market pricing.

Budget Impact

The cost for supply and delivery of Sodium Hypochlorite to the WTP and WRF has been allocated for in the budget and funded from the Water and Wastewater Fund (401).

Citizen Impact

Regulatory standards require certain chemicals be utilized to perform and enhance processes used for proper and reliable treatment of wastewater. Odyssey continues to supply Sodium Hypochlorite meeting the City’s qualification standards and pricing is obtained competitively.

Recommendation

Staff recommends that the City Commission approve an increase in the rate of the Odyssey Manufacturing Co. agreement for supply and delivery of liquid Sodium Hypochlorite to \$0.655 per gallon, effective October 1, 2021.

Attachments:

- 21-112 Odyssey cost adj (P21-0082G) (PDF)
- Resolution No. 2020-108 (PDF)
- Letter from Odyssey regarding increase 5/21/21 (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 6/29/2021
Claire Whitley, Assistant City Manager 7/6/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 7/14/2021

RESOLUTION NO. 2021-112

A RESOLUTION AUTHORIZING A COST INCREASE TO ODYSSEY MANUFACTURING CO. REGARDING THE PROVISION OF SODIUM HYPOCHLORITE UNDER ITB 2020-24; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on August 18, 2020 by Resolution 2020-108, the City awarded a bid for chemicals (Bid No.2020-24) to several vendors for eleven different chemicals, and

WHEREAS, Odyssey Manufacturing Co. is the vendor providing sodium hypochlorite to the City at a cost of \$0.525 per gallon, and

WHEREAS, the bid allows the vendor to request a cost increase subject to changes in chemical costs, and the request by Odyssey cites an increase due to the cost of raw materials needed to manufacture sodium hypochlorite as evidenced by the Producer Price Index, and

WHEREAS, said increase, from \$.525/gallon to \$.655/gallon will become effective on October 1, 2021, and

WHEREAS, City staff recommends that the request be approved by the City Commission, and the City Commission concurs with the staff recommendation, now therefore,

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

SECTION ONE. The City Commission hereby authorizes a cost increase for the provision of sodium hypochlorite by Odyssey Manufacturing Co. from \$.525 to \$.655/gallon. Said increase to become effective on October 1, 2021.

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

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

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

RESOLUTION NO. 2020-108

A RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF VARIOUS CHEMICALS FOR THE CITY'S WATER AND WASTEWATER TREATMENT PLANTS, UNDER BID NO. 2020-24; WAIVING CERTAIN MINIMUM INSURANCE REQUIREMENTS; AUTHORIZING PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2020-24) for the provision of various chemicals to treat water and wastewater at the City's water and wastewater treatment plants pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the bid specifications, as well as section 2-300(a)(7), *Code of Ordinances*, reserve to the City the right to accept bids and award contracts to the lowest responsive and responsible bidders, and

WHEREAS, the City's professional staff reviewed the bids and have determined that the bid submitted by Praxair, Inc., the lowest bid for liquid carbon dioxide, was unresponsive and should be rejected for submitting modifications to the terms and conditions of the bid that are substantive and unacceptable, and

WHEREAS, the appropriate City staff members have reviewed the bids for the various chemicals: anhydrous ammonia from Tanner Industries, Inc. at a cost of \$0.6950 per pound; biological larvacide from ADAPCO, LLC at a cost of \$4,548.15 per pallet; calcium hypochlorite from Allied Universal Corporation at a cost of \$2,064.00 per pallet; corrosion inhibitor from Carus, LLC at a cost of \$1,222.65 per tote; quicklime from Carmeuse Lime & Stone at a cost of \$298.03 per ton; liquid carbon dioxide from Matheson Tri-Gas, Inc. at a cost of \$0.1550 per pound; liquid sodium hypochlorite from Odyssey Manufacturing Company at a cost of \$0.525 per gallon;

dewatering polymer from Polydyne, Inc, at a cost of \$2,185.00 per tote; scale inhibitor from American Water Chemicals, Inc., at a cost of \$1,993.75 per tote; solid anionic polymer from Polydyne, Inc., at a cost of \$1.58 per pound; and have determined that the bids are the lowest responsive and responsible bids and that the best interests of the public health, safety, and welfare of the citizens of the City of Ormond Beach will be best served by accepting the various bids, and

WHEREAS, section 2-315, *Code of Ordinances*, provides that the city commission may waive minimum insurance requirements for good cause, and

WHEREAS, Tanner Industries, Inc. was the low bidder for anhydrous ammonia; Allied Universal Corp. was the only bidder for calcium hypochlorite; Carmeuse Lime & Stone was the low bidder for high calcium bulk quicklime and given the limited options and the critical nature of these chemicals needed at the City's water and wastewater treatment plants, the city commission hereby waives that part of the City's minimum insurance requirements that requires general liability insurance be provided on an occurrence basis, thereby allowing said insurance to be provided on a claims made basis, and

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

WHEREAS, the City Manager has certified that the money for the purchase of the said chemicals is in the depository to the credit of the Water and Wastewater (401) Fund and is not appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby finds that good cause has been provided in support of a limited waiver from the City's minimum general liability insurance requirements

with respect to Tanner Industries, Inc., Allied Universal Corp. and Carmeuse Lime & Stone thereby allowing said coverage to be provided on a claims made basis.

SECTION TWO. The City Manager or her designee is hereby authorized and directed to execute contracts and/or issue purchase orders, as the case may be, for the purchase of the following chemicals under bid 2020-24 at the aforelisted costs, and to pay the costs therefor from the Water and Wastewater (401) Fund, to-wit:

- | | | |
|--------------------------------|---------------------------------|---------------------------|
| (a) anhydrous ammonia | - Tanner Industries, Inc. | - \$.6950 per pound; |
| (b) biological larvicide | - ADAPCO, LLC | - \$ 4,548.15 per pallet; |
| (c) calcium hypochlorite | - Allied Universal Corp. | - \$ 2,064.00 per pallet; |
| (d) corrosion inhibitor | - Carus, LLC | - \$ 1,222.65 per tote; |
| (e) quicklime | - Carmeuse Lime & Stone | - \$ 298.03 per ton; |
| (f) liquid carbon dioxide | - Matheson Tri-Gas, Inc. | - \$ 0.1550 per pound; |
| (g) liquid sodium hypochlorite | - Odyssey Manufacturing Co. | - \$ 0.5250 per gallon; |
| (h) dewatering polymer | - Polydyne, Inc. | - \$ 2,185.00 per tote; |
| (i) scale inhibitor | - American Water Chemicals, Inc | - \$ 1,993.75 per tote; |
| (j) solid anionic polymer | - Polydyne, Inc. | - \$ 1.58 per pound; |

subject to the express condition as provided within the bid specifications that the City reserves the right in its sole and absolute discretion to purchase chemicals from the best available source in the event any of the aforestated suppliers are unable to supply its respective chemical; and subject to the further condition that the awards provided herein shall not impair any existing contract with any other chemical supplier for the purchase of any of the aforestated chemicals.

SECTION THREE. All other bids relative to the aforesated chemicals shall be deemed rejected upon the execution of purchase orders with the above-named vendors.

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

APPROVED AND AUTHENTICATED this 18th day of August, 2020.



BILL PARTINGTON
Mayor

ATTEST:



COLBY CILENTO
City Clerk



May 21, 2021

Mr. Robert Schattie
Purchasing Coordinator
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32175

Re: **CITY OF ORMOND BEACH: WATER AND WASTEWATER CHEMICAL
PURCHASES 2020 (BID NO. 2020-24) – SODIUM HYPOCHLORITE SUPPLY**

Encl: (1) PPI Index PCU325180325180S

Dear Mr. Schattie,

As you know, the subject contract expires on September 30, 2021. The initial term of this contract was for one year and it has two additional one-year renewals after this expiration date based on mutual agreement. The contract specifies that price changes may be considered on an annual basis at the time of renewal. The purpose of this letter is to notify the City of Ormond Beach that Odyssey is willing to renew this agreement for the *sodium hypochlorite supply* for an additional year from October 1, 2021 through September 30, 2022 with a change in pricing from \$.525 per gallon to \$.655 per gallon. This represents a 24.8% price increase. Should Ormond Beach elect not to renew the sodium hypochlorite at this pricing, Odyssey hereby serves written notice that it does not intend to renew this contract.

As you are probably aware, we have been in a period of unprecedented hyper-inflation in the chemical business. In the past four months, our fuel costs have gone up over \$1.25 per gallon (our delivery tankers get 5 – 6 mpg), our muriatic acid price has almost doubled, and our caustic pricing has gone up almost 50%. We are also having to raise our wages significantly just to keep our drivers because of the national driver shortage. All of these items are integral to our manufacturing and supply processes. Our major raw material is salt and our salt cost has increased considerably in the past year. There is no specific Producer Price Index (PPI) Data Table for sodium hypochlorite, but it is a secondary product of the basic inorganic chemical manufacturing index since it is made from chlorine and caustic. In the past year of the most currently available data (the index lags 30 – 60 days), the index has gone up 45% since we bid on this product. Odyssey's proposed increase is only 24.8%. Our pricing is fixed and there are no fuel surcharges or other delivery fees.

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance. Production Capacity is very limited in the marketplace right now so this offer to renew expires on July 1, 2021.

Sincerely,

Patrick H. Allman
General Manager



Databases, Tables & Calculators by Subject

Change Output Options: From: 2011 ▼ To: 2021 ▼ GO

☐ include graphs ☐ include annual averages[More Formatting Options](#) ➡

Data extracted on: May 21, 2021 (9:41:52 AM)

PPI Industry Data

Series Id: PCU325180325180S

Series Title: PPI industry data for Other basic inorganic chemical manufacturing-Secondary products, not seasonally adjusted

Industry: Other basic inorganic chemical manufacturing

Product: Secondary products

Base Date: 201012

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	99.0
2012	99.8	102.7	102.7	102.7	102.7	102.7	102.4	102.3	102.3	102.3	102.4	102.4
2013	102.8	102.3	102.6	102.2	102.0	101.5	101.7	101.6	102.3	102.3	102.3	102.4
2016											109.3	109.7
2017	110.9	111.1	111.0	111.8	113.7	114.1	113.8	118.8	119.4	121.0	121.5	121.6
2018	123.3	123.8	123.9	123.6	127.6	127.6	131.5	131.5	131.5	131.5	128.3	128.3
2019	130.9	130.9	134.0	133.9	117.3	117.3	117.3	108.7	108.7	108.7	107.1	107.1
2020	109.4	109.4	109.4	109.4	109.4	109.4	108.2	107.7	107.7	144.0	156.0	156.0
2021	154.2(P)	154.1(P)	154.1(P)	158.7(P)								

P: Preliminary. All indexes are subject to revision four months after original publication.

$$\frac{158.7 - 109.4}{109.4} = 45\%$$

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-5200 Federal Relay Service: 1-800-877-8339 www.bls.gov [Contact Us](#)



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: Tim Heyrend, Utilities Manager

Date: July 20, 2021

Subject: Aluminum Sulfate Price Adjustment and Renewal

Commission Goal: N/A

Introduction

This is a request for a price adjustment for Chemtrade Chemicals US, LLC ("Chemtrade"), associated with our existing agreement for liquid Aluminum Sulfate (Alum) used in the treatment processes at the City's Water Reclamation Facility (WRF). This chemical is used as a phosphorus removal aid and is critical to meeting the Florida Department of Environmental Protection (FDEP) Operating Permit.

Background

Staff prepared bid documents and advertised for the purchase of Alum delivered to the WRF, Bid No. 2020-06. A purchase agreement was awarded December 3, 2019, by way of Resolution No. 2019-221, to Chemtrade, as the lowest responsive bidder meeting the requirements of the specifications for the supply of Alum delivered to the WTP for the period from 1/1/2020 through 9/30/2023.

The City currently utilizes Chemtrade for supply and delivery of liquid Alum for the City's Water Reclamation Facility. Chemtrade has been performing this service satisfactorily since the liquid Alum bid was awarded to Chemtrade.

Discussion

The agreement with Chemtrade automatically renews for three (3) - one (1) year periods unless either party provides written notice of termination at least ninety (90) days prior to the expiration of the current term, or September 30, 2021.

According to the attached price adjustment request from Chemtrade, the raw materials and overhead in the manufacture of Alum have seen significant cost increases. Sulfuric acid cost has seen a continual increase over the last year and the Producer Price Index data has shown a 9.97% increase in the Chemical Manufacturing Series versus a year

ago.

Chemtrade is therefore requesting a 6% increase in the rates from \$0.6720/gallon to \$0.7128/gallon delivered, (see attached letter dated May 28, 2021) for the agreement renewal period of fiscal year (FY) 2021-22. Chemtrade has been supplying Alum at the existing agreement unit bid price of \$0.6720/gallon in the interim per the existing agreement.

Budget Impact

The cost for supply and delivery of liquid Alum to the WRF has been allocated for in the budget and funded from the Water and Wastewater Fund (401). The additional cost is estimated to be \$1,500 annually.

Citizen Impact

Regulatory standards require certain chemicals be utilized to perform and enhance processes used for proper and reliable treatment of wastewater. Chemtrade continues to supply Alum meeting the City's qualification standards and pricing is obtained competitively.

Recommendation

Chemtrade has been providing satisfactory service at reasonable rates, while costs have escalated. Therefore, staff recommends that the City Commission approve an increase in the rate of the Chemtrade Chemicals US, LLC agreement for supply and delivery of liquid Alum to \$0.7128 per gallon, effective October 1, 2021.

Attachments:

- 21-113 Chemtrade cost adj (P21-0077G) (PDF)
- Resolution No. 2019-221 (PDF)
- Letter from Chemtrade regarding price increase and renewal (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/29/2021


Claire Whitley, Assistant City Manager 7/1/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

RESOLUTION NO. 2021-113

A RESOLUTION AUTHORIZING A COST INCREASE TO
CHEMTRADE CHEMICALS US, LLC REGARDING THE
PROVISION OF ALUMINUM SULFATE UNDER ITB 2020-06;
AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on December 3, 2019 by Resolution 2019-221, the City awarded a bid (ITB #2020-06) to Chemtrade Chemicals US, LLC for the provision of liquid aluminum sulfate at a cost of \$0.672 per gallon, and

WHEREAS, the bid allows the vendor to request a cost increase subject to changes in chemical costs, and the request by Chemtrade cites an increase due to the cost of raw materials needed to manufacture liquid aluminum sulfate as evidenced by the Producer Price Index, and

WHEREAS, said increase, from \$.672/gallon to \$.7128/gallon will become effective on October 1, 2021, and

WHEREAS, City staff recommends that the request be approved by the City Commission, and the City Commission concurs with the staff recommendation, now therefore,

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

SECTION ONE. The City Commission hereby authorizes a cost increase for the provision of aluminum sulfate by Chemtrade Chemicals US, LLC, from \$.672 to \$.7128/gallon. Said increase to become effective on October 1, 2021.

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

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

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

RESOLUTION NO. 2019-221

A RESOLUTION ACCEPTING A BID FROM CHEMTRADE CHEMICALS US, LLC FOR THE PROVISION OF LIQUID ALUMINUM SULFATE TO BE USED AT THE WASTEWATER TREATMENT PLANT, UNDER BID NO. 2020-06; AUTHORIZING THE APPROVAL OF A PURCHASE AUTHORIZATION AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2020-06) for the provision of liquid aluminum sulfate to be used at the City's wastewater treatment plant ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the bid submitted by Chemtrade Chemicals US, LLC for the provision of liquid aluminum sulfate at \$0.672/gal. is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of liquid aluminum sulfate from Chemtrade Chemicals US, LLC at \$0.672/gal., and

WHEREAS, the City Manager has certified that the money for the payment of the Project in the amount of \$23,000.00 for the initial nine-months (plus three possible renewals of \$40,000.00 per year) is appropriated in the Water and Wastewater Fund, and

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

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

SECTION ONE. The bid submitted by Chemtrade Chemicals US, LLC to provide liquid aluminum sulfate for the City's wastewater treatment plant at \$.0672/gal. is hereby accepted.

SECTION TWO. All other bids to provide liquid aluminum sulfate are hereby rejected upon execution of a Purchase Authorization with Chemtrade Chemicals US, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to approve a Purchase Authorization for the purchase of liquid aluminum sulfate from Chemtrade Chemicals US, LLC and to pay the cost thereof from the Water and Wastewater Fund.

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

APPROVED AND AUTHENTICATED this 3rd day of December, 2019.



BILL PARTINGTON
Mayor

ATTEST:



COLBY CILENTO
City Clerk



PURCHASE AUTHORIZATION

7.K.b

CITY OF ORMOND BEACH
Purchase Requisition Nbr:
Vendor: Chemtrade Chemicals US LLC #382
Resolution No. 2019-221

Requisition By: Bain

Reason: Annual Supply of Liquid Aluminum Sulfate

Purchase of Annual Supply of Liquid Aluminum Sulfate. Purchased through the Bid Solicitation 2020-06 Funding through Water and Wastewater Operating Fund.					
PAY ITEM	ITEM	UNIT	QNT	UNIT	AMOUNT
NUMBER	DESCRIPTION			PRICE	
1	Liquid Aluminum Sulfate	Per GAL	34,227 gal estimated	\$0.672 GAL	\$23,000.54 estimated for first nine months of contract
2	Liquid Aluminum Sulfate (estimated up to 3 1 year renewal per year)	Per GAL	60,000 gal estimated	\$0.672 GAL	\$40,320.00 estimated per year up to 3 additional years

Total: 23,000.54 for first 9 months of contract.

*Please Refer to BID proposal for additional details of chemical.

*This contract has an option of 3 1 year renewals.

TERMS AND CONDITIONS

The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

SIGNED BY (CITY):

Bill Partington
MAYOR

Jayne
CITY MANAGER

DATED: 12/3/19

SIGNED BY (VENDOR):

Parul Kachhia-Patel
PRINCIPAL OF COMPANY PARUL KACHHIA-PATEL
MARKETING SPECIALIST

Elizabeth Ryan
WITNESS

DATED: DECEMBER 11, 2019

City of Ormond Beach**TERMS AND CONDITIONS - READ CAREFULLY****GENERAL CONDITIONS:**

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

INSURANCE AND REGISTRATION REQUIREMENTS

The City of Ormond Beach requires anyone who is performing work "on City owned property" to provide the City with proof of insurance for **General Commercial Liability**, **Automobile Liability**, and **Workers Compensation** insurance, in which the City is listed as a certificate holder and is listed as "additionally insured". The amount of coverage for each of these types of insurance depends on the dollar value of the contract. It is up to the user department to ensure that the proof of insurance complies with all of the City's requirements, as established by **ordinance**, before giving the contractor a notice to proceed. Such proof of insurance, marked to show compliance with the ordinance, shall be submitted with the requisition, and filed with the purchase order.

Contractors doing business within the city limits of Ormond Beach must be **registered** with the City's office of Building Inspections and Permitting. The user department is responsible for making sure that the contractor is registered to do business in the City.

Types of Insurance and Limits of Liability

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

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

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

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

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

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

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
-----------------------	-------------------------------

\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate*
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	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 provide a retroactive date no later than the inception date of claims made coverage.

Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

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

Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. **The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.**



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Wastewater Treatment Plant Liquid Aluminum Sulfate Purchase
BID NUMBER: 2020 - 06
BID OPENING DATE & TIME: November 6, 2019 at 2 PM
BID OPENING LOCATION: 2nd Floor Conference Rm, Ormond Beach City Hall 22 S. Beach Street
PRE-BID MEETING DATE & TIME: N/A
PRE-BID MEETING LOCATION: N/A

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

BIDDER'S NAME: CHEMTRADE CHEMICALS US LLC

BIDDER'S MAILING ADDRESS: 90 EAST HALSEY ROAD, SUITE 200

CITY-STATE-ZIP: PARSIPPANY, NJ 07054

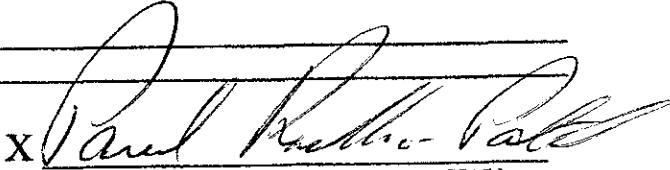
F.E.I.N.: 74-3104940

PHONE NUMBER: 800-441-2659

FAX NUMBER: 973-515-4461

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, Contractor, 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)

PARUL KACHHIA-PATEL

NAME (TYPED)

MARKETING SPECIALIST

TITLE

OCTOBER 14, 2019

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 Onvia 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 Onvia 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.

BID SECURITY: Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond as at. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

CONTRACT TIME: The initial term of this agreement shall be for a period of nine (9) months and will be automatically renewed for three (3) one (1) year periods each year

thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. **The max term of this contract cannot exceed nine (9) months plus three (3) years which will comprise WWTP liquid aluminum sulfate purchase for the time period January 1, 2020 to September 30, 2023 inclusive.**

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

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.

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.

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.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

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

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

It is understood that at no time will any 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).

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.

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.

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.

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 J. 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 PROPOSALS, 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.

City of Ormond Beach
WWTP LIQUID ALUMINUM SULFATE PURCHASE
Bid No. 2020 - 06

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed original of the complete Bid packet and one (1) electronic pdf format copy with all required attachments, by the closing date and time. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall, 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, Robert Schattie, by phoning (386) 676-3223 or by e-mailing Robert.Schattie@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 **Attachment A** for the City's registration and risk management requirements.

QUANTITIES:

The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the bidder plead misunderstanding or deception because of such estimate of quantities.

COST ADJUSTMENTS:

The Contractor is required to provide a firm price, as stated in subparagraph (a), for the initial nine (9) months plus three (3) year term of this Contract for the Services provided. Upon any exercise of contract renewal, but no later than ninety (90) days before the end of each contract period, the Contractor may request a rate adjustment subject only to changes in mutually-agreed, nationally recognized, indices (for example: Consumer Price Index), changes in the scope of work, changes in the location of land application sites, changes in energy or chemical costs, and changes in applicable laws, rules, regulations, or directives. Any change in the rates stated in subparagraph (a) shall be negotiated by the parties, and approved by the City Commission of the City, in its absolute discretion, in advance of the effective date of any such change. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

BIDS:

All bids submitted shall be a delivered price. Bids shall be F.O.B. the City of Ormond Beach point of use. Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

SCOPE OF WORK:**GENERAL**

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of liquid aluminum sulfate (alum) used for the treatment of wastewater. The successful vendor will be required to provide alum that meets the specifications noted in the bid. Specifications for alum is included in the Invitation to Bid documents. Alum shall meet or exceed the specific requirements identified in the bid documents.

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- Baume: 35.0 – 37.0
- % Free Al_2O_3 : 0.01% – 0.20%
- % Total Al_2O_3 : 8.2% – 8.4%
- % Total Fe_2O_3 : 0.3% MAX
- Insolubles: 0.02% MAX

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled aluminum sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Ormond Beach
WWTP LIQUID ALUMINUM SULFATE PURCHASE
Bid No. 2020 - 06

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

CHEMTRADE CHEMICALS US LLC
 90 EAST HALSEY ROAD, SUITE 200
 PARSIPPANY, NJ 07054

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:

Addendum Date

NONE RECEIVED

Addendum Number

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, Contractor 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, Contractor 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: CHEMTRADE CHEMICALS US LLC

VENDOR/CONTRACTOR LICENSE NUMBER: N/A (NOT A LOCAL BUSINESS)

ADDRESS: 90 EAST HALSEY ROAD

PARSIPPANY, NJ 07054

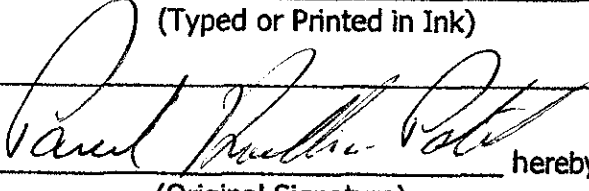
PHONE NO.: 800-441-2659

FAX NO.: 973-515-4461

SUBMITTER'S NAME: PARUL KACHHIA-PATEL

(Typed or Printed in Ink)

TITLE: MARKETING SPECIALIST

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
WWTP LIQUID ALUMINUM SULFATE PURCHASE
Bid No. 2020 -- 06
Bid Form

The undersigned, as bidder, hereby declares that he/she has carefully examined the specifications for the **WASTEWATER TREATMENT PLANT LIQUID ALUMINUM SULFATE PURCHASE** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

CITY OF ORMOND BEACH			
Item	Description	UOM	Unit Cost
1	ALUMINUM SULFATE - approx. 40,000 - 50,000 gallons per year	gallons	\$0.672/GALLON

The bid basis for the contract award is the unit price for the individual item. This form must be completed and returned with your bid.

*FOR CONVERSION PURPOSES ONLY, PRICE EQUATES TO \$248.75 PER DRY TON.

City of Ormond Beach
WWTP LIQUID ALUMINUM SULFATE PURCHASE
Bid No. 2020 - 06

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned Contractor has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned Contractor, 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 Contractor has had no litigation on any project in the last five (5) years.
- ☒ The undersigned Contractor, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years. (PLEASE SEE BELOW STATEMENT).

CHEMTRADE CHEMICALS US LLC

COMPANY NAME

AUTHORIZED SIGNATURE

PARUL KACHHIA-PATEL

NAME (PRINT OR TYPE)

MARKETING SPECIALIST

TITLE

General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and certain of its affiliates have been named as defendants in several litigations pending in federal district court for the District of New Jersey, alleging anticompetitive conduct and related claims with respect to the sale of liquid aluminum sulfate. The named plaintiffs in these actions include U.S. municipalities, and certain private entities. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and certain of its affiliates, are also named defendants in certain state qui tam lawsuits filed by an ex-employee, alleging, among other claims, violations of false claims act statutes, based on the same general conduct alleged in the New Jersey actions. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and certain of its affiliates, are subject to investigation by certain government agencies with respect to potential anticompetitive conduct related to the sale of liquid aluminum sulfate. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and its affiliates and current officers, directors and employees, have not been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

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.

CHEMTRADE/CHEMICALS US LLC

COMPANY NAME

AUTHORIZED SIGNATURE

PARUL KACHHIA-PATEL, MARKETING SPECIALIST

NAME (PRINT OR TYPE)

CITY OF ORMOND BEACH

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 Contractor'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.

NOT APPLICABLE



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 Contractor'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: _____

Bond No.CHEM10-19-19-1

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

Chemtrade Chemicals US LLC

(hereinafter called Principal) and

Berkley Insurance Company

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Delaware

of with its principal offices in the County of Fairfield, CT and authorized to do business in the State of Florida, in the full and just sum of Five Percent of The Amount BidDollars (\$ 5%) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WWTP LIQUID ALUMINUM SULFATE PURCHASE

Bid No. 2020 - 06

in, and for the City and

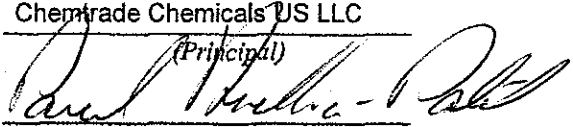
WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 23rd day October, 2019.

Chemtrade Chemicals US LLC

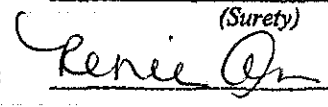
(Principal)

By: 

Parul Kachhia-Patel, Marketing Specialist

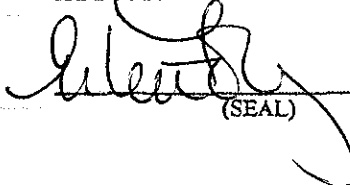
Berkley Insurance Company

(Surety)

By: 

Renee A. Manny, Attorney-in-Fact

ATTEST:


 (SEAL)

(Acknowledgment of bond by Limited Liability Company)

STATE OF NEW JERSEY)
COUNTY OF MORRIS)

Bond No. **CHEM10-23-19-1**

On this 29TH day of October, 2019 before me personally came **Parul Kachhia-Patel** to me known, being sworn by me, did depose and say that (s)he resides in **Franklin Park, NY** that (s)he is the **Marketing Specialist** of **CHEMTRADE CHEMICALS US LLC** a Limited Liability Company described in and which executed the foregoing instrument; that (s)he signed his/her name thereto pursuant to authority granted by Limited Liability Company's Operating Agreement.

Sworn to and acknowledged on the above date, Elizabeth Ryno.

Elizabeth Ryno
Notary Public
State of NJ

My Comm. Exp. 09-10-20

(Acknowledgment of bond by Surety Company)

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

On this **23rd** day of **October**, 2019 before me personally came **Renee A. Manny** to me known, who being by my duly sworn, did depose and say that (s)he resides in **Rensselaer, NY**, (s)he is the Attorney-in-fact of the **BERKLEY INSURANCE COMPANY** and which executed the within instrument; that (s)he knows the seal of said Company and that it was affixed thereto by authority of the Power of Attorney of said Company; of which a certified copy is attached; and that (s)he signed said instrument as an Attorney-in-Fact of said Company by like authority.

Sworn to and acknowledged on the above date, Jennifer S. Vanat.

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2021

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kevin J. Garrity; Renee A. Manny; Audrey J. Daniels; Vikki L. LaVean; Lori A. Francett; Christopher Terzian; Judy Tomlinson; John F. Murray, Jr.; Derek P. Hannon; Arnold E. Finaldi, Jr.; or Jennifer Susan Vanat of Rose & Kiernan, Inc. of East Greenbush, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of October, 2014.

Attest:

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of October, 2014, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 23rd day of October, 2019.

(Seal)

Andrew M. Tuma

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2018

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 8,936,473
Common & Preferred Stocks	3,901,319
Cash & Short Term Investments	706,293
Premiums Receivable	1,633,437
Other Assets	<u>3,522,744</u>

<u>Total Admitted Assets</u>	<u>\$ 18,700,266</u>
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Liabilities & Surplus

Loss & LAE Reserves	\$ 9,831,515
Unearned Premium Reserves	2,632,790
Other Liabilities	<u>648,032</u>

<u>Total Liabilities</u>	<u>\$ 13,112,336</u>
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Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,887,640
Unassigned Surplus	<u>2,657,280</u>

<u>Total Policyholders' Surplus</u>	<u>\$ 5,587,930</u>
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<u>Total Liabilities & Surplus</u>	<u>\$ 18,700,266</u>
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Officers:

President: William Robert Berkley, Jr.
 Secretary: Ira Seth Lederman
 Treasurer: Richard Mark Baio
 Asst. Treasurer: Bertman Adam Braud, Jr.
 Asst. Treasurer: Ann Marie Collins
 Asst. Treasurer: Susan Paula Tingleff

Directors:

William Robert Berkley
 (Executive Chairman)
 William Robert Berkley, Jr.
 Ira Seth Lederman
 Richard Mark Baio
 Paul James Hancock
 Carol Josephine LaPunzina
 James Gerald Shiel

**ATTACHMENT A
CITY OF ORMOND BEACH
VENDOR/ CONTRACTOR REGISTRATION & INSURANCE REQUIREMENTS
(AMENDED FOR CHEMICAL SUPPLIER BID 2020-06)**

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 for more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A

Risk Management and Insurance Requirements

(Strike through indicates clause is Not Applicable to referenced Bid No.)

~~A. Payment and Performance Bonds~~

- ~~1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.~~
- ~~2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, Florida Statutes, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, Florida Statutes, as amended from time to time).~~
- ~~(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:~~

- ~~i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.~~
- ~~ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.~~
- ~~3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.~~
- ~~4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, Florida Statutes, and be in a form substantially similar to the form set forth in Section 255.05(3), Florida Statutes.~~
- ~~5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.~~
- ~~6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.~~
- ~~7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, Florida Statutes.~~
- ~~8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.~~
- ~~9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.~~
- ~~10. The payment and performance bond requirements stated herein above shall not be applicable to service related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.~~

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

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

~~(b) Professional Services Contracts~~

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

~~The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.~~

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. ~~Service Bond~~

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

\$100,000. Each Accident Bodily Injury by Accident

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

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

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises and Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

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

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

~~(e) Professional Liability, Malpractice and/or Errors and Omissions~~

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the

amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

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

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.


CHEMTRADE

DELEGATION OF AUTHORITY

I, Mark Davis, President and Chief Executive Officer of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel	Lisa Brownlee	Paul Peters	Elizabeth Ryno
Leilina Gossa	Ann Hopler	Andrew Hoffman	Michele Schroeder

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 31st day of January, 2016.

Mark Davis
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Paré, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Mark Davis is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Davis, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer.

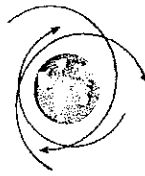
Mark Davis
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 31st day of January, 2016.

Seal

Susan Paré
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659



PRODUCT CERTIFICATION

Chemtrade Chemicals US LLC certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-16 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Parul Kachhia-Patel
Marketing Specialist



CHEMTRADE ANALYTICAL SERVICES LABORATORY REPORT OF ANALYSIS

To: City of Ormond Beach, FL
cc: Parul Patel

Lab. Log # 9041105

SAMPLES: Liquid Alum, Standard (bauxite) - Semi-Annual Audit
Lot# Lot JA19040404

ORIGIN: Jacksonville

All analyses are reported as PPM unless stated otherwise

PARAMETER	Concentration	PARAMETER	Concentration
As	<2	% Al ₂ O ₃ (total by wt)	8.2
Ba	<1	% Free Al ₂ O ₃ (free by wt)	0.09
Be	<1	% Fe ₂ O ₃ (total soluble by wt)	0.113
Ca	52	% Insolubles (by wt)	<0.001
Cd	<1		
Co	<1	Turbidity (NTU)	7.4
Cr	26	Appearance	clear / amber
Cu	<1		
Fe	792	Specific Gravity, 60 deg F	1.331
Hg	<0.5	pH (neat)	1.95
K	1	Viscosity at 22 degC*	33 cP
Mg	17		
Mn	1		
Mo	<1		
Na	18		
Ni	<1		
P	25		
Pb	<1.5		
Sb	<1.5		
Se	<1		
Si	28		
Sn	<1		
Sr	2		
Ti	36		
Tl	<1.5		
V	17		
Zn	<1		
Zr	6		

NOTES:

Product within specification for all parameters analyzed.

Typical viscosity levels*

Analysts
Stephanie Ullman
Andrew Carr

Record
TCESL06/156
43615.456

Report Date
6/4/2019
PP 10/18/2019

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10/18/2019;
9041105 Jacksonville.xls

**CHEMTRADE**

http://www.chemtradelogistics.com

Liquid Alum

PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of aluminum sulfate	
C.A.S.	10043-01-3 (Aluminum sulfate)	
	pH (neat)	1.4 - 2.6
	Specific Gravity @ 21°C (70°F)	1.30 - 1.35
	Freezing Point	-16°C (4°F)
	Density, lbs./gal., US	10.8 - 11.3
	Aluminum as Al, %	4.2 - 4.5
	Aluminum as Al ₂ O ₃ , %	8.0 - 8.4
	Aluminum as Al ₂ (SO ₄) ₃ •14H ₂ O (Dry Alum), %	46 - 49

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one way container	55 US gal. plastic drum
----------------	----------	-------------------------------	-------------------------

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8

ID Number: UN3264

Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear eye protection, protective clothing, and protective gloves.

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24 hour **Emergency Number: USA (CHEMTREC) 800-424-9300 or Canada (CANUTEC) 613-996-6666**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5001P-1

Revision Date: October 27, 2015

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Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.
Revision Date: 06/11/2019 Date of Issue: 05/01/2015

Version: 9.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Alum

Intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1 H290

Eye Dam. 1 H318

Aquatic Acute 3 H402

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms



Signal Word

: Danger

Hazard Statements

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

Precautionary Statements

: P234 - Keep only in original container.

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

~~P273 - Avoid release to the environment.~~

P280 - Wear protective gloves, protective clothing, and eye protection.

P301+P330+P331 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water.

P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a POISON CENTER or doctor.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

- P321 - Specific treatment (see section 4 on this SDS).
 P363 - Wash contaminated clothing before reuse.
 P390 - Absorb spillage to prevent material damage.
 P405 - Store locked up.
 P406 - Store in corrosive resistant container with a resistant inner liner.
 P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	30 - 55	Not classified
Sulfuric acid, aluminum salt (3:2)**	(CAS No) 10043-01-3	45 - 70*	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402

Full text of H-phrases: see section 16

**As $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$ (Dry Aluminum Sulfate).

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

*The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.

Skin Contact: Remove contaminated clothing. Immediately flush skin with plenty of water for at least 30 minutes. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: May cause skin irritation and eye damage.

Inhalation: May be corrosive to the respiratory tract.

Skin Contact: May cause irritation.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Can liberate toxic and corrosive fumes of SO₂ and SO₃ under extreme conditions when boiled to dryness or heated above 600 ° C (1112 °F).

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Absorb spillage to prevent material damage. Cautiously neutralize spilled liquid.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: May be corrosive to metals. May release corrosive vapors.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle empty containers with care because they may still present a hazard. Do not get in eyes, on skin, or on clothing. Do not breathe vapors, mist, and spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in corrosive resistant container with a resistant inner liner. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Specific End Use(s)

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles. Face shield. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemical resistant materials and fabrics.

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles and face shield.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear
Odor	: Odorless
Odor Threshold	: Not available
pH	: 1.4 - 2.6
Evaporation Rate	: Not available
Melting Point	: Not applicable
Freezing Point	: -15.56 °C (3.99 °F)
Boiling Point	: 101 °C (213.8 °F)
Flash Point	: Not flammable
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 1.30 – 1.35
Solubility	: Water: Completely miscible in water
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Hazardous Decomposition Products: None expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: May causes skin irritation and eye damage.

pH: 1.4 - 2.6

Eye Damage/Irritation: Causes serious eye damage.

pH: 1.4 - 2.6

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May be corrosive to the respiratory tract.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life.

Sulfuric acid, aluminum salt (3:2) (10043-01-3)	
LC50 Fish 1	100 mg/l (Exposure time: 96h – Species: Carassius auratus [static])
EC50 Daphnia 1	12800 ug/l (Exposure time: 48h – Species: Crangonyx pseudogracilis)
LD50 Fish 2	33.9 mg/l (Exposure time: 96h – Species: Pimephales promelas [flow-through])

Persistence and Degradability

Liquid Alum	
Persistence and Degradability	Not established.

Bioaccumulative Potential

Liquid Alum	
Bioaccumulative Potential	Not established.

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 154	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not present	Not present	No

SARA 311/312

Liquid Alum
Immediate (acute) health hazard

US TSCA Flags

Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, aluminum salt (3:2) (10043-01-3)
U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)

Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 06/11/2019

Revision Summary

Section	Change	Date Changed
1	Text update	06/11/2019
12	Text update	06/11/2019

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H318	Causes serious eye damage
H402	Harmful to aquatic life

NFPA 704

NFPA Health Hazard : 2

NFPA Fire Hazard : 0

NFPA Reactivity Hazard : 1

HMIS Rating

Health : 2

Flammability : 0

Physical : 1

PPE See Section 8

Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances
 ACGIH - American Conference of Governmental Industrial Hygienists
 AIHA - American Industrial Hygiene Association
 ATE - Acute Toxicity Estimate
 BCF - Bioconcentration factor
 BEI - Biological Exposure Indices (BEI)
 CAS No. - Chemical Abstracts Service number
 CERCLA RQ - Comprehensive Environmental Response, Compensation, and

LC50 - Median Lethal Concentration
 LD50 - Median Lethal Dose
 LOAEL - Lowest Observed Adverse Effect Level
 LOEC - Lowest-observed-effect Concentration
 Log Pow - Octanol/water Partition Coefficient
 NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
 NIOSH - National Institute for Occupational Safety and Health

06/11/2019

EN (English US)

SDS#: CHE-50015

7/8

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Liability Act - Reportable Quantity	NLP - Europe No Longer Polymers List
CICR - Turkish Inventory and Control of Chemicals	NOAEL - No-Observed Adverse Effect Level
DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.	NOEC - No-Observed Effect Concentration
EC50 - Median effective concentration	NZIOC - New Zealand Inventory of Chemicals
ECL - Korea Existing Chemicals List	OEL - Occupational Exposure Limits
EINECS - European Inventory of Existing Commercial Chemical Substances	OSHA - Occupational Safety and Health Administration
ELINCS - European List of Notified Chemical Substances	PEL - Permissible Exposure Limits
EmS - IMDG Emergency Schedule Fire & Spillage	PICCS - Philippine Inventory of Chemicals and Chemical Substances
ENCS - Japanese Existing and New Chemical Substances Inventory	PDSCL - Japan Poisonous and Deleterious Substances Control Law
EPA - Environmental Protection Agency	PPE - Personal Protective Equipment
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act - Reportable Quantity	PRTR - Japan Pollutant Release and Transfer Register
ERAP Index - Emergency Response Assistance Plan Quantity Limit	REL - Recommended Exposure Limit
ErCSO - EC50 in Terms of Reduction Growth Rate	SADT - Self Accelerating Decomposition Temperature
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)	SARA - Superfund Amendments and Reauthorization Act
ERG No. - Emergency Response Guide Number	SARA 302 - Section 302, 40 CFR Part 355
HCCL - Hazard Communication Carcinogen List	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
HMIS - Hazardous Materials Information System	SARA 313 - Section 313, 40 CFR Part 372
IARC - International Agency for Research on Cancer	SRCL - Specifically Regulated Carcinogen List
IATA - International Air Transport Association - Dangerous Goods Regulations	STEL - Short Term Exposure Limit
IDLH - Immediately Dangerous to Life or Health	SVHC - European Candidate List of Substance of Very High Concern
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China	TDG - Transport Canada Transport of Dangerous Goods Regulations
IMDG - International Maritime Dangerous Goods Code	TLM - Median Tolerance Limit
INSQ - Mexican National Inventory of Chemical Substances	TLV - Threshold Limit Value
ISHL - Japan Industrial Safety and Health Law	TPQ - Threshold Planning Quantity
	TSCA - United States Toxic Substances Control Act
	TWA - Time Weighted Average
	WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade NA GHS SDS 2015



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, October 14, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&PlantState=Florida+FL&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue

Syracuse, NY 13204

United States

315-478-2323

Visit this company's website

(<http://www.chemtradelogistics.com/main/>)

Facility : Jacksonville, FL

Aluminum Sulfate[AL]

Trade Designation

Product Function

Max Use

Alum

Coagulation & Flocculation

400 mg/L

Aluminum Sulfate Liquid

Coagulation & Flocculation

400 mg/L

Liquid Alum

Coagulation & Flocculation

400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Tampa, FL

Aluminum Sulfate[AL]

Trade Designation

Product Function

Max Use

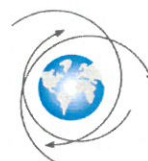
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate	Coagulation & Flocculation	400mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds



CHEMTRADE

May 28, 2021

Robert Schattie – Purchasing Agent
City of Ormond Beach, FL
22 South Beach Street
Ormond Beach, FL 32174

Via e-mail: robert.schattie@ormondbeach.org

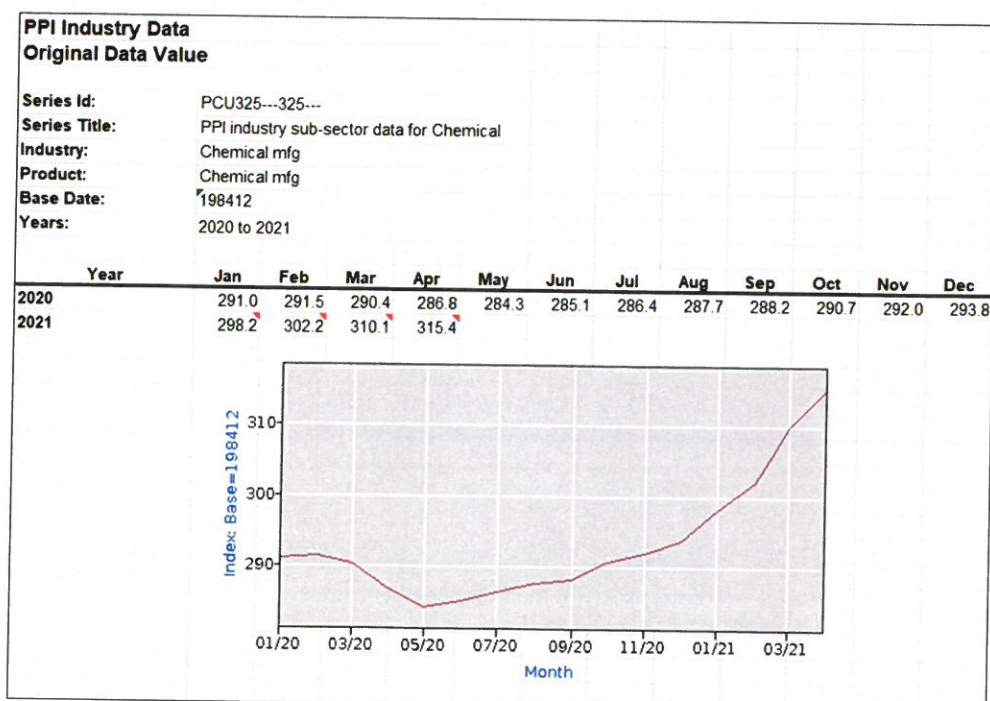
Dear Mr. Schattie,

The City of Ormond Beach and Chemtrade have had a long-standing relationship for many years. We are very grateful for your business and endeavor to continue providing you with quality product and service.

A part of our commitment to meeting your needs includes being able to deliver product when you need it. According to the American Transportation Research Institute, for the fourth year in a row, driver shortage ranked #1 in critical issues facing the trucking industry. Our freights costs have continued to rise year-over-year due to carriers' needs to retain responsible, qualified and safe drivers, as well as to maintain safe equipment. It is anticipated that these costs will continue to rise through 2021.

In addition to delivery, Chemtrade has absorbed significant cost increases for the raw materials and overhead in the manufacture of Liquid Aluminum Sulfate to the City of Ormond Beach. For instance, a key raw material in producing alum is sulfuric acid. The Tampa Sulfur index has seen continual increases over the last year with the Q1 2021 pricing settling at a +\$27/LT increase over previous quarter and Q2 2021 pricing settling at a +\$96/LT increase versus Q1. Alum consists of almost 50% sulfuric acid, therefore the alum costs from sulfuric acid increases alone have gone up.

As seen in the U.S. Bureau of Labor Statistics Producer Price Index (PPI) data, there has been a **9.97% increase** in the Chemical Mfg Series Id: PCU325 versus a year ago. See chart below.





CHEMTRADE

As such, Chemtrade would kindly request a price increase to assist with the abovementioned cost increases. Chemtrade would like to request a price increase of \$0.0408/gallon for the anniversary of the bid, to be effective October 1st, 2021. Below is the requested revised price.

	Current Price	Revised 2021-2022 Price (Effective 10/1/2021 – 9/30/2022)
Full Truckload Deliveries	\$0.6720/gallon	\$0.7128/gallon

The \$0.0408/gallon increase we are requesting does not cover all the costs we have incurred and will continue to incur. However, we are appreciative of our customers' business and are trying to reduce the impact to our customers.

Chemtrade values the long-standing relationship we have with the City of Ormond Beach and we look forward to many more years of doing business together. We sincerely appreciate your consideration and support in reviewing our requested price increase.

If you have any questions, please don't hesitate to contact me or your Chemtrade Account Manager – Vincent Martin at (704) 904-3003, VMartin@ChemtradeLogistics.com.

Regards,

Victoria Leung
Business Manager – Southeast Water Chemicals
Chemtrade Chemicals US



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: Loretta Moisio, Grants Coordinator

Date: July 20, 2021

Subject: Edward Byrne Justice Assistance Grant (JAG) Program 2021

Commission Goal: Public Safety - Other

Introduction

This is a request for the City Commission to approve the submittal of an on-line grant application to the U.S. Department of Justice under the Edward Byrne Justice Assistance Grant Program 2021 for \$12,678 in formula grant funding for law enforcement equipment.

Background

The Edward Byrne Justice Assistance Grant Program, through the U.S. Department of Justice, is providing direct formula grant funding to assist local and tribal efforts to prevent or reduce crime and violence. The City's direct award has been determined to be \$12,678. The award is based on Part 1 crime statistics, and requires that units of local government must have submitted to the FBI at least three years of Uniform Crime Report (UCR) data during the most recent ten-year period for which UCR data are available, in order to be eligible for this funding. The funds must be used in one of the following eight (8) federal purpose areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

The deadline for the first step of the on-line submission in Grants.gov is 11:59 PM on July 26, 2021 with a final on-line application submittal deadline of 11:59 PM on August

9, 2021 in the new U.S. Department of Justice JustGrants platform. With this grant funding, the Police Department wishes to apply under the law enforcement programs purpose area and would like to purchase a combination unit mobile radar feedback trailer and automatic license plate reader.

The unit identified for purchase is the Road Warrior™ Radar Automatic License Plate Reader (ALPR) Trailer and is made by NDI Recognition Systems. The purchase would be sole sourced in this situation due to the fact that license plate readers already deployed throughout the City are networked through NDI's proprietary database. The Sole Source Justification Form submitted by Chief Godfrey during the original requisition of the NDI license plate readers already installed is attached and further explains its networked application among our surrounding law enforcement agencies.

The Road Warrior™ Radar is an ALPR system within a portable speed trailer; providing 18" speed displays with three static speed signs. The ultra-mobile configuration is a cost-effective, standard solution for covert license plate capture and speed detection in a single, self-contained unit.

Budget Impact

The estimated cost to purchase the requested equipment is \$31,150. The total grant award is \$12,678, with a required 3% set aside, or \$381, to be used to meet the National Incident-Based Reporting System (NIBRS) grant requirement. Additional funds in the amount of \$18,853 will be required to purchase the equipment and will be derived from the Law Enforcement Trust Fund (109).

Citizen Impact

This unit would be specifically applied to reduce dangerous speeds on roadways, and to also act as a crime-fighting tool by identifying the license plates of suspect vehicles in areas experiencing elevated levels of crime. Having radar feedback signs gives motorists real time information so they can adjust their speed. Radar feedback signs are a proven traffic calming solution to raise the speed awareness of oncoming drivers. Studies have repeatedly shown that when alerted by a radar sign, speeds will slow down up to 80% of the time. The typical average speed reductions are 10-20%, and the overall compliance with the posted speed limit increases by 30-60%. Further, and most importantly, studies have proven that slowing traffic down will greatly reduce the chances of a fatal accident involving pedestrians and automobiles. A pedestrian hit by a car at 40 mph has a 90% fatality rate; at 30 mph, a 50% fatality rate; and, at 20 mph, a 10% fatality rate.

Recommendation

It is recommended that the City Commission authorize the on-line grant submittals to the U.S. Department of Justice in the amount of \$12,678 as outlined above.

Attachments:

- 21-114 Edward Byrne Justice Assistance Grant Program (P21-0086G) (PDF)
- BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation (PDF)
- FY 2021 Florida Local JAG Allocations (PDF)
- 2020 NDI Sole Source (PDF)
- Sole Source Letter to Ormond Beach PD (PDF)
- NDI Quote for Speed Trailer (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/29/2021


Claire Whitley, Assistant City Manager 7/3/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

RESOLUTION NO. 2021-114

A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION IN THE AMOUNT OF \$12,678.00 TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AUTHORIZING THE SOLE SOURCE PROCUREMENT OF AUTOMATED LICENSE PLATE READERS FROM NDI TECHNOLOGIES, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the United States Department of Justice, Office of Justice Programs, provides financial assistance to local governments under the Edward Byrne Memorial Justice Assistance Grant (“JAG”) program as a means to enhance crime prevention efforts, and

WHEREAS, the City Commission desires to authorize the submission of an on-line application for financial assistance in the amount of \$12,678.00 available under the JAG program for the acquisition of one combination unit mobile radar feedback trailer and automatic license plate reader (a copy of said application is attached hereto and incorporated herein by reference), and

WHEREAS, the total cost of one combination unit mobile radar feedback trailer and automatic license plate reader is estimated to be \$31,150.00, requiring an expenditure of \$18,853.00 which the City Manager has certified is available from the Law Enforcement Trust Fund (109) (a copy of the quote is attached hereto and incorporated herein by reference), and

WHEREAS, NDI Technologies, Inc. manufactures the only automatic license plate readers that are used and monitored in Volusia County, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City Commission desires to accept said grant once it is awarded, now therefore,

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

SECTION ONE. The City Manager or her designee is hereby authorized and directed to submit an on-line grant application in the amount of \$12,678.00 to the U.S. Department of Justice, Office of Justice Programs, under the Edward Byrne Memorial Justice Assistance Grant.

SECTION TWO. The City Commission hereby authorizes the acceptance of said grant funds once awarded; and further authorizes the Mayor and City Manager to execute any and all documents incidental thereto including any contract that is necessary for the City to accept the grant award.

SECTION THREE. The City Commission hereby approves the sole source purchase of one combination unit mobile radar feedback trailer and automatic license plate reader from NDI Technologies, Inc. at a cost not to exceed \$31,150.00.

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

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

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

OMB No. 1121-0329
Approval Expires 11/30/2020



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation

Assistance Listing Number # 16.738

Grants.gov Solicitation Number: O-BJA-2021-135004

Solicitation Release Date: June 08, 2021 5:00 PM

Grants.gov Deadline: July 26, 2021 11:59 PM

Application JustGrants Deadline: August 09, 2021 11:59 PM

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Solicitation Category

Competition ID	Category	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2021-00149-PROD	Category 1 - Applicants with eligible allocation	603	\$45,735,895.00	10/1/2020 12:00 AM	24

Competition ID	Category	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
	amounts of less than \$25,000				
C-BJA-2021-00150-PROD	Category 2 - Applicants with eligible allocation amounts of \$25,000 or more	582	\$44,143,102.00	10/1/2020 12:00 AM	48

Eligibility (Who may apply):

- Units of local government
- Other

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The expected eligible allocations by state for the fiscal year (FY) 2021 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2021-allocations>.

Eligible allocations under JAG are posted annually on the JAG web page. See the allocation determination and Units of Local Government requirements section for more information.

Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Agency Contact Description

For technical assistance with submitting the **SF-424** and **SF-LLL** in Grants.gov, contact the Grants.gov Customer Support Hotline at 800–518–4726, 606–545–5035, [Grants.gov customer support web page](https://www.grants.gov/customer-support), or email at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833–872–5175. The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time, Monday–Friday, and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

An applicant that experiences unforeseen Grants.gov or JustGrants technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service Response Center (Response Center) at grants@ncjrs.gov

within 24 hours after the application deadline to request approval to submit its application after the deadline.

For assistance with any other requirements of this solicitation, contact the Response Center by telephone at 800–851–3420 or TTY: 301–240–6310 (hearing impaired only) or by email at grants@ncjrs.gov. Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday through Friday, and 10 a.m. to 8 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [grant manager](#).

Submission Information

In FY 2021, applications will be submitted to DOJ in a **NEW** two-step process.

Step 1: Applicants will submit an **SF-424 and an SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, applicants will need to obtain a Data Universal Numbering System (DUNS) and System for Award Management (SAM) registration or renewal.

Step 2: Applicants will submit the **full application**, including attachments, in JustGrants at <https://justicegrants.usdoj.gov/>.

To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

OJP encourages applicants to review the “How to Apply” section in the [OJP Grant Application Resource Guide](#).

Edward Byrne Memorial Justice Assistance Grant Program

FY 2021 Local Formula Grant Solicitation

CFDA # 16.738

Program Description

Overview

The Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2021 JAG Program Local Solicitation. (BJA will issue a separate solicitation for states.)

Statutory Authority

The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

- (1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
- (2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
- (3) Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
- (4) Determining unit of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local

Solicitation) for a JAG award. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#). Award allocations are determined by a four-step statutory formula. Additional information can be found on the [JAG Resource Page](#) or the [JAG Technical Report](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the [JAG web page](#), an applicant should click on its respective state and note the following regarding the state’s allocation table:

- (1) Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
- (2) Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
- (3) Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2021 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Note that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies, and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. BJA intends to focus much of its work on: Restoring Justice – Support for State, Local, Tribal, and Territorial Administration (SLTT) of Criminal Justice; Community Violence Intervention; Law Enforcement Accreditation, Policy Development, and Training; Technologies to Support Transparency and Information Sharing between Law Enforcement and Communities; Sustaining COVID-19 Criminal Justice Innovations; and Innovative Forensic Technologies such as Rapid DNA for Booking Stations. BJA encourages each state recipient of an FY 2021 JAG award to join federal law enforcement agencies across the board in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

- Restoring Justice – Support for SLTT Administration of Criminal Justice
In March 2020, SLTT governments began implementing various community mitigation policies to prevent and reduce the spread of COVID-19. As a part of these restrictions, throughout the country, courts at every level were forced to cancel or significantly scale back proceedings, which commonly included suspending in-person hearings, granting extensions of court deadlines and waivers of speedy trials, restricting access to court buildings, and postponing jury trials. This created a backlog of cases, which has impacts on criminal court operations and court staff, victims and witnesses, as well as defendants. BJA encourages state and local jurisdictions to invest JAG funds in efforts to restore justice by addressing this backlog. This could include purchase of technology to enhance the use of virtual tools to conduct outreach to witnesses and defendants, as well as for hearings and status conferences, staffing, and enhancing access to services; resources to assist the jurisdiction to develop or enhance its case management system to assess and work to eliminate the backlog of cases; building tools to support diversion and alternatives to incarceration as part of the review of backlogged cases; and technology and equipment to retrofit court houses and staff to mitigate risks to staff and those coming to court.
- Community Violence Intervention
Cities across the U.S. are experiencing a historic spike in homicides and gun violence that disproportionately impacts people of color. The recent high-profile mass shootings in Boulder (taking the lives of 10 individuals) and Atlanta (taking the lives of eight individuals, including six Asian American women) underscored the relentlessness of this epidemic. As a result, the Biden-Harris Administration and Department of Justice are undertaking a number of steps to keep guns out of the hands of criminals, reduce the risk of gun violence, and prioritize investment in community violence intervention (CVI). There are [proven](#) CVI strategies for reducing gun violence through tools other than

incarceration. For example, violence interruption programs deploy trusted messengers to work directly with individuals most likely to commit gun violence, intervene in conflicts, and connect people to social and economic services to reduce the likelihood of gun violence as an answer. Hospital-based violence interventions engage people who have been shot while they are still in the hospital, connecting them to services to decrease the likelihood that they commit gun violence or are victimized in the future. BJA encourages state and local jurisdictions to invest JAG funds to tailor programs and responses to CVI in an effort to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies will be highlighted on [BJA's National Training and Technical Assistance Center \(NTTAC\) website](#), and jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the [NTTAC website](#) as well.

- Law Enforcement Accreditation, Policy Development, and Training
The calls for police reform continue to grow, with an emphasis on protecting the sanctity of life and eliminating systemic biases, implicit or otherwise. In particular, racial profiling and related bias are particularly pernicious as they deprive communities of color of basic constitutional protections and erode confidence in policing — an essential cornerstone for crime reduction and safe communities. BJA encourages state and local jurisdictions to utilize JAG funds for the purposes of law enforcement accreditation, and developing and maintaining policies and law enforcement training focused on addressing those areas most likely to promote trust, transparency, and accountability, including use of force, racial profiling, implicit bias, procedural justice, and duty to intervene.
- Technologies to Support Transparency and Information Sharing between Law Enforcement and Communities
This will focus on software/hardware solutions designed to enhance agency transparency with the capability of facilitating information sharing with the public, promoting an agency's work, and developing data-driven programs that improve public safety and build trust. Examples could include the sharing of information about crime statistics, locations of criminal activity, aggregated information regarding internal affairs complaints, resolution of cases and issues in the community, support for community surveys, and outreach to residents to gather their feedback.
- Sustaining COVID-19 Criminal Justice Innovations
As a result of the COVID-19 pandemic, SLTT criminal justice agencies made strides to create innovative ways to administer justice while balancing the need to mitigate the coronavirus and maintain social distancing. While many of these innovations had an upfront cost, they will prove to be cost saving and efficient over time. For example, correctional facilities have enabled virtual programming, education, medical appointments, and family visits, as well as increased and enhanced the use of electronic monitoring. Police departments have hosted virtual community engagement events and opportunities, and courts and community corrections have increased the use of virtual staffing, status hearings, client visits, and access to treatment and support services. In addition, resources have supported the purchase of technology like headsets and hotspots to ensure confidentiality of defense counsel with clients, as well as partnerships with community partners to host outdoor events like drug court graduations. It is important for SLTT agencies to sustain these cost-saving efficiencies that resulted from the COVID-19 pandemic. As such, BJA encourages SLTT agencies to utilize JAG funds for these sustainment activities.
- Innovative Forensic Technologies such as Rapid DNA for Booking Stations

Rapid DNA, or Rapid DNA analysis, is a term used to describe the fully automated (hands free) process of developing a DNA profile from a reference sample mouth swab in 1-2 hours without the need of a DNA laboratory and without any human intervention. The overall goal of the Rapid DNA initiative is to immediately enroll qualifying arrestees in CODIS and search unsolved crimes of special concern in near real time during the [booking process](#). The FBI worked with numerous stakeholder groups to develop [Standards for the Operation of Rapid DNA Booking Systems by Law Enforcement Booking Agencies](#), the corresponding [Audit Document](#) for these standards, and the [National Rapid DNA Booking Operational Procedures Manual](#) for the FBI approval and operation of the Rapid DNA devices in booking agencies. Below is an abbreviated list of prerequisites for federal, state, and local booking agencies to participate in Rapid DNA:

- The state must have implemented an arrestee DNA collection law that authorizes DNA sample collection from a person arrested for a specified offense at the time of arrest and for which there are no additional requirements (i.e., determination of probable cause) for the analysis of that arrestee DNA sample. Federal booking agencies already meet this prerequisite.
- Electronic Fingerprint (Live Scan) integration during the booking process for obtaining State Identification Numbers (SID) (UCN for federal booking agencies) from the State Identification Bureau (FBI for federal) in near real time.
- The booking agency must have network connectivity with the State Identification Bureau (SIB)/CJIS Systems Agency (CSA).
- The booking agency and/or state must technically integrate Rapid DNA within their automated fingerprint process in a way that must ensure only qualifying arrestees are processed.

It will be critical for booking agencies to work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see [National Rapid DNA Booking Operational Procedures Manual](#)). BJA encourages those states with arrestee DNA collection laws that meet the prerequisites above to consider using JAG funds to implement Rapid DNA technology (or the defined prerequisites above, such as Live Scan integration) in booking stations within their states.

Additional Uses of JAG Funds

JAG funds awarded to a unit of local government under this FY 2021 solicitation may be used to:

- Enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq. and/or improve the functioning of the criminal justice system, with emphasis on violent crime and serious offenses, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and assist the victims of such crimes (other than compensation).
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones by detainees and inmates. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).

- To purchase fentanyl detection equipment and training for law enforcement safety, as well as naloxone distribution.
- To purchase drug detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Additionally, JAG funds awarded under this FY 2021 solicitation may be used for any purpose indicated here:
<https://bj.a.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-use-of-funds.pdf>.

Limitations on the Use of JAG Funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, the leveraging of federal funding is encouraged.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited Expenditures and Associated Procedures under JAG

JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at [34 U.S.C. § 10152](#). JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used (directly or indirectly) to pay for any of the following items unless DOJ certifies that extraordinary and exigent circumstances exist making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

The JAG statute, 34 U.S.C. §§ 10151-10158, specifically identifies a list of prohibited items, including unmanned aircraft, unmanned aerial vehicles, and unmanned aerial systems, which cannot be purchased with JAG funds unless the BJA Director certifies that extraordinary and exigent circumstances exist that make the use of such funds to purchase these prohibited items essential to the maintenance of public safety and good order. Additional information on prohibited expenditures under JAG, including the process to obtain prior approval to purchase a prohibited item(s), can be found within the [JAG Prohibited Expenditures Guidance](#) or within the [JAG FAQs](#) document (see Use of Funds section).

Other Program Requirements

Trust Fund — States (or State Administering Agencies) or units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor or chairman) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: <https://bja.ojp.gov/program/jag/certifications-assurances>. Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2021 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., mayor or chairman).

Body-Worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2021 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-21-jag-body-worn-camera-policy-cert.pdf>.

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

The BJA BWC Tool Kit provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWCPIP). BWCPIP allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data

storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the BWC Program web page for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. In addition, body armor purchased must be made in the United States. Finally, body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of: (1) correctly sized panels and carrier determined through appropriate measurement, and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the [Standard Practice for Body Armor Wearer Measurement and Fitting of Armor](#) (Active Standard ASTM E3003) at no cost. The [Personal Armor Fit Assessment checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2021 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect. See [34 U.S.C. § 10202\(c\)](#). The certification form related to mandatory wear can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-21-jag-body-armor-mandatory-wear-cert.pdf>. Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase of body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

A mandatory wear concept and issues paper and a model policy are available from the Bulletproof Vest Partnership (BVP) Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found at <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Apart from the JAG Program, BJA provides funds under the Bulletproof Vest Partnership Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used as any part of the 50 percent match required by the BVP Program.

Interoperable Communications — Units of local government (including any subrecipients) that

are using FY 2021 JAG funds for emergency communications activities should comply with the *SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance)*, including provisions on technical standards that ensure and enhance interoperable communications. The *SAFECOM Guidance* is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the *SAFECOM Guidance* provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects
- Emergency communications activities that can be funded through federal grants
- Best practices, policies, and technical standards that help to improve interoperability
- Resources to help grant recipients comply with technical standards and grant requirements

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. The Cybersecurity and Infrastructure Security Agency (CISA) updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders and partners. *SAFECOM Guidance* is applicable to all federal grants funding emergency communications. The most recent version of the *SAFECOM Guidance* is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2021 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2021 JAG Program funding should be identified during the quarterly performance measurement reporting.

Further, information-sharing projects funded with FY 2021 JAG funds must comply with DOJ's [Global Justice Information Sharing Initiative](#) guidelines, as applicable, in order to promote information sharing and enable interoperability among disparate systems across the justice and public safety communities. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document their planned approaches to information sharing, describe their compliance with GSP, and document an appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories — As appropriate and to the extent consistent with law,

a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to National Instant Criminal Background Check System (NICS) determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

Potential Set-Asides and/or Funding Reductions

National Incident-Based Reporting System 3 Percent Set-Aside

In FY 2016, the FBI formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System (NIBRS). As of January 1, 2021, the FBI's NIBRS is the law enforcement crime data reporting standard for the nation, and SRS data are no longer accepted by the UCR Program. By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI's UCR Program. (See [34 U.S.C. § 10156](#).) Eventually, JAG Program awards will be calculated using NIBRS data and NIBRS compliance will impact JAG Program eligibility.

Beginning in FY 2018, BJA required, through the application of an award condition, direct JAG award recipients not certified by the FBI as NIBRS compliant to set aside 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The 3 percent set-aside will continue in FY 2021 to help ensure remaining states and units of local government become NIBRS compliant.

Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects relating to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency's technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state's Incident-Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies on how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program according to the state's standard and/or directly to the FBI according to the NIBRS standard.

BJA will waive the set-aside requirement for units of local government that have been certified as NIBRS compliant by the FBI as of the posting date of the Local JAG Program solicitation. Units of local government that achieve full compliance with NIBRS after receiving an award should email evidence of NIBRS compliance (written documentation from the FBI that certifies NIBRS compliance) to their State Policy Advisor listed in the JustGrants System. Upon review of the documentation submitted, BJA will confirm the NIBRS compliance and then take the necessary action to clear any withholding special condition associated with the NIBRS set-aside requirement. Units of local government must retain documentation on file that demonstrates the FBI certification of NIBRS compliance. Such documentation must be made available for BJA review upon request. If approved, units of local government will not be subject to the 3 percent

set-aside requirement.

Goals, Objectives, and Deliverables

Goals

In general, the FY 2021 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives

The objectives are directly related to the JAG Program accountability measures described at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf> and demonstrate the results of the work completed, as discussed under What an Application Should Include.

The goals and objectives are directly related to the performance measures that demonstrate the results of the work completed, as discussed under the Application and Submission Information section.

Deliverables

A unit of local government that receives an FY 2021 JAG award will be required to produce various types of reports, including quarterly financial reports, quarterly performance reports, and semiannual progress reports in JustGrants.

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

Federal Award Information

Total number of awards BJA expects to make: 1,185 potential awards

Maximum dollar amount for each award: \$4,095,916 (New York City)

Total amount to be awarded under solicitation: \$89,878,997

Period of performance start date: October 1, 2020

Period of performance duration: 24–48 months

Category 1 – Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the grant end date and will be automatically granted upon request.

Category 2 – Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of the Bureau of Justice Assistance and must be requested via JustGrants no fewer than 30 days prior to the grant end date.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Availability of Funds

This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The allocations by state for the FY 2021 JAG Program can be found at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/FY21-State-JAG-Allocations.pdf>.

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants (and cooperative agreements).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see Federal Award Information.

Application and Submission Information

Content of Application Submission

See the Application Elements and Formatting Instructions section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or that is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (Standard Form (SF)-424) in Grants.gov.

The SF-424 will be submitted in Grants.gov. The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section F of the SF-424, please include the name and contact information of the individual **who will complete application materials in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its state E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372 but has not been selected by the State for review.”)

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. Applicants will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, applicants will need to: add zip codes for areas affected by the project; confirm their Authorized Representative; and verify the organizations legal name and address.

Proposal Narrative

The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font, and have no less than 1-inch margins. Pages should be numbered and submitted as an attachment

Category 1 – Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 – Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

- a. Description of the Issue – Identify the unit of local government's strategy/funding priorities for the FY 2021 JAG funds, the subgrant award process (if applicable, including disparities) and timeline, any progress or challenges, and a description of the programs to be funded over the 2- to 4-year grant period.
- b. Project Design and Implementation – Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- c. Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice/juvenile justice agencies in the state.
- d. Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives previously identified under "Objectives."

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables."

Award recipients will be required to submit performance measure data in BJA's Performance Measurement Tool (PMT) located at <https://bjapmt.ojp.gov/help/JAGDocs.html> and separately submit a semiannual performance report in JustGrants. Further guidance on the post-award submission process will be provided, if selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance under "Note on Project Evaluations" in the [OJP Grant Application Resource Guide](#).

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

See the [OJP Grant Application Resource Guide](#) for additional information.

Please note that the budget narrative should include a full description of all costs, including funds set aside for the NIBRS project(s) and administrative costs (if applicable). Any costs associated with disparate localities should be noted in the "subaward" category of the budget detail worksheet

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

However, JAG subawards that are required or specifically authorized by statute (see [34 U.S.C. § 10152\(a\)](#) and [34 U.S.C. § 10156](#)) do not require prior approval. This includes subawards made by states and units of local government under the JAG Program. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

Indirect Cost Rate Agreement

Applicants will submit their indirect cost rate agreement by uploading the agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Applicants will download the questionnaire in JustGrants and submit by uploading the completed questionnaire as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Additional Application Components

Research and Evaluation Independence and Integrity

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. Applicants will submit a description of their research and evaluation independence and integrity by uploading the document as an attachment in JustGrants. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the [OJP Grant Application Resource Guide](#).

Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., mayor or chairman) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached in the section above entitled Other Program Requirements. The most up-to-date certification form can be found at: <https://bja.ojp.gov/program/jag/certifications-assurances>.

Disclosures and Assurances

Applications will complete the following disclosures and assurances.

Disclosure of Lobbying Activities

Applicants will complete and submit the SF-LLL in Grants.gov. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Applicants will complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurance

See DOJ Certified Standard Assurance on the [OJP Grant Application Resource Guide](#).

DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants will review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. See the [OJP Grant Application Resource Guide](#).

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, applicants will submit as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information. A DOJ High Risk Grantee is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

How to Apply

Applicants will submit an **SF-424** and an **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>.

Applicants will submit the **full application**, including attachments, in JustGrants at <https://justgrants.usdoj.gov/>.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** will be submitted in Grants.gov by 11:59 p.m. ET on July 26, 2021. OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification.

The **full application** will be submitted in JustGrants by 11:59 p.m. ET on August 9, 2021. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

Federal Award Administration Information

Federal Award Notices

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the Program Description, any recipient of an award under this solicitation will be required to submit certain reports and data.

Category 1 – Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- **Quarterly Federal Financial Reports** (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants System.
- **Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report** through BJA’s PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- **An annual progress report and final progress report** through OJP’s JustGrants. If all project activity has concluded at the time the first annual progress report is submitted, that report may be marked final.

Category 2 – Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants System.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA’s PMT.
- Semiannual progress reports and a final progress report (at any time once all project activity has concluded) through OJP’s JustGrants.

Future awards and/or fund drawdowns may be withheld if a recipient of an OJP award fails to report the required reports in a timely manner.

Accountability measurement data must be submitted through BJA’s Performance Measurement Tool, available at <https://bjapmt.ojp.gov>. The accountability measures are available at <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of the local government must submit quarterly accountability measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

Federal Awarding Agency Contact(s)

For OJP contact(s), see solicitation cover page.

For contact information for Grants.gov and JustGrants, see solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to Provide Feedback to OJP.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant Formula Program: FY 2021 Local Solicitation

This application checklist has been created as an aid in developing an application. The [DOJ Application Submission Checklist](#) is another resource.

What an Applicant Must Do:

Prior to Registering in Grants.gov:

- ☐ Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with Grants.gov:

- ☐ Acquire AOR and Grants.gov username/password (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire AOR confirmation from the E-Biz POC (see [OJP Grant Application Resource Guide](#))

To Find Funding Opportunity:

- ☐ Search for the Funding Opportunity on Grants.gov
- ☐ Access Funding Opportunity and Application Package (see [OJP Grant Application Resource Guide](#))
- ☐ Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- ☐ Read [Important Notice: Applying for Grants in Grants.gov](#)
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

Overview of Post-Award Legal Requirements:

- ☐ Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2021 Awards](#)” in the [OJP Funding Resource Center](#).

Scope Requirement:

- ☐ The federal amount requested is within the allowable limit(s) of the FY 2021 JAG Allocations listed at: <https://bja.ojp.gov/program/jag/fy-2021-allocations>.

Eligibility Requirement:

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

- ☐ Submit **SF-424** and **SF-LLL** in Grants.gov

*After **SF-424** and **SF-LLL** submission in Grants.gov, Receive Grants.gov Email Notifications That:*

- ☐ Submission has been received in Grants.gov
- ☐ Submission has either been successfully validated or rejected with errors (see [OJP Grant Application Resource Guide](#))

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

- ☐ Contact Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at [Grants.gov customer support web page](#), or email at support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Receive email notification to complete application in JustGrants:

- ☐ Complete Application in JustGrants

Content of Application Submission

- ☐ Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov
- ☐ Intergovernmental Review
- ☐ Standard Applicant Information (SF-424 information from Grants.gov)
- ☐ Proposal Narrative

Budget and Associated Documentation

- ☐ Budget Worksheet and Budget Narrative (attachment)
- ☐ Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- ☐ Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

Additional Application Components

- ☐ Research and Evaluation Independence and Integrity (see [OJP Grant Application Resource Guide](#))
- ☐ [Certifications and Assurances by Chief Executive](#)

Disclosures and Assurances

- ☐ [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- ☐ Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- ☐ DOJ Certified Standard Assurance (see [OJP Grant Application Resource Guide](#))

- ☐ DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements (see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

Submit Application in JustGrants:

- ☐ Application has been successfully submitted in JustGrants

If No JustGrants Application Submission, Validation, or Error Notifications are Received:

- ☐ Contact JustGrants.Support@usdoj.gov or 833–872–5175 regarding technical difficulties.

2021 Florida Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2021 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	BROWARD COUNTY	County	\$26,798	
FL	CORAL SPRINGS CITY	Municipal	\$17,765	
FL	DANIA BEACH CITY	Municipal	\$17,684	
FL	DAVIE TOWN	Municipal	\$21,492	
FL	DEERFIELD BEACH CITY	Municipal	\$27,314	
FL	FORT LAUDERDALE CITY	Municipal	\$86,405	
FL	HALLANDALE BEACH CITY	Municipal	\$16,922	
FL	HOLLYWOOD CITY	Municipal	\$34,388	
FL	LAUDERDALE LAKES CITY	Municipal	\$25,655	
FL	LAUDERHILL CITY	Municipal	\$48,589	
FL	MIRAMAR CITY	Municipal	\$28,702	
FL	NORTH LAUDERDALE CITY	Municipal	\$19,234	
FL	OAKLAND PARK CITY	Municipal	\$23,016	
FL	PEMBROKE PINES CITY	Municipal	\$26,934	
FL	PLANTATION CITY	Municipal	\$18,527	
FL	POMPANO BEACH CITY	Municipal	\$74,380	
FL	SUNRISE CITY	Municipal	\$16,133	
FL	TAMARAC CITY	Municipal	\$14,392	\$544,330
FL	LEON COUNTY	County	\$28,593	
FL	TALLAHASSEE CITY	Municipal	\$116,059	\$144,652
FL	PINELLAS COUNTY	County	\$44,563	
FL	ST PETERSBURG CITY	Municipal	\$138,640	\$183,203

FL	ALACHUA COUNTY	County	\$56,833	
FL	ALTAMONTE SPRINGS CITY	Municipal	\$10,311	
FL	APOPKA CITY	Municipal	\$17,656	
FL	BAY COUNTY	County	\$28,403	
FL	BELLE GLADE CITY	Municipal	\$17,520	
FL	BOCA RATON CITY	Municipal	\$16,704	
FL	BOYNTON BEACH CITY	Municipal	\$40,482	
FL	BRADENTON CITY	Municipal	\$28,457	
FL	BREVARD COUNTY	County	\$51,990	
FL	CAPE CORAL CITY	Municipal	\$19,806	
FL	CASSELBERRY CITY	Municipal	\$10,610	
FL	CHARLOTTE COUNTY	County	\$27,505	
FL	CITRUS COUNTY	County	\$30,198	
FL	CLAY COUNTY	County	\$43,475	
FL	CLEARWATER CITY	Municipal	\$42,359	
FL	COCOA CITY	Municipal	\$13,902	
FL	COLLIER COUNTY	County	\$73,972	
FL	COLUMBIA COUNTY	County	\$13,358	
FL	DAYTONA BEACH CITY	Municipal	\$62,736	
FL	DE LAND CITY	Municipal	\$15,344	
FL	DELRAY BEACH CITY	Municipal	\$31,395	
FL	ESCAMBIA COUNTY	County	\$116,168	
FL	FLAGLER COUNTY	County	\$16,187	
FL	FLORIDA CITY	Municipal	\$26,444	
FL	FORT MYERS CITY	Municipal	\$49,514	
FL	FORT PIERCE CITY	Municipal	\$23,234	
FL	GAINESVILLE CITY	Municipal	\$78,053	
FL	GREENACRES CITY	Municipal	\$11,834	
FL	HENDRY COUNTY	County	\$11,236	
FL	HERNANDO COUNTY	County	\$37,761	
FL	HIALEAH CITY	Municipal	\$41,053	
FL	HIGHLANDS COUNTY	County	\$18,473	
FL	HILLSBOROUGH COUNTY	County	\$153,386	
FL	HOMESTEAD CITY	Municipal	\$56,289	
FL	INDIAN RIVER COUNTY	County	\$23,914	
FL	JACKSONVILLE BEACH CITY	Municipal	\$10,855	
FL	JACKSONVILLE CITY	Municipal	\$460,184	
FL	KISSIMMEE CITY	Municipal	\$27,369	
FL	LAKE CITY	Municipal	\$13,222	
FL	LAKE COUNTY	County	\$39,122	
FL	LAKE WORTH CITY	Municipal	\$34,606	
FL	LAKELAND CITY	Municipal	\$27,695	
FL	LARGO CITY	Municipal	\$27,641	
FL	LEE COUNTY	County	\$103,572	
FL	LEESBURG CITY	Municipal	\$15,806	
FL	LEVY COUNTY	County	\$37,571	
FL	MADISON COUNTY	County	\$10,991	

FL	MANATEE COUNTY	County	\$113,910	
FL	MARION COUNTY	County	\$79,849	
FL	MARTIN COUNTY	County	\$26,172	
FL	MELBOURNE CITY	Municipal	\$50,330	
FL	MIAMI BEACH CITY	Municipal	\$70,925	
FL	MIAMI CITY	Municipal	\$249,367	
FL	MIAMI GARDENS CITY	Municipal	\$69,456	
FL	MIAMI-DADE COUNTY	County	\$453,573	
FL	MONROE COUNTY	County	\$14,691	
FL	NASSAU COUNTY	County	\$14,555	
FL	NEW PORT RICHEY CITY	Municipal	\$11,726	
FL	NORTH MIAMI BEACH CITY	Municipal	\$24,676	
FL	NORTH MIAMI CITY	Municipal	\$41,135	
FL	Ocala CITY	Municipal	\$37,163	
FL	OCOE CITY	Municipal	\$12,188	
FL	OKALOOSA COUNTY	County	\$42,958	
FL	OKEECHOBEE COUNTY	County	\$12,923	
FL	OPA-LOCKA CITY	Municipal	\$28,267	
FL	ORANGE COUNTY	County	\$382,076	
FL	ORLANDO CITY	Municipal	\$178,252	
FL	ORMOND BEACH CITY	Municipal	\$12,678	
FL	OSCEOLA COUNTY	County	\$60,397	
FL	PALM BAY CITY	Municipal	\$37,027	
FL	PALM BEACH COUNTY	County	\$140,735	
FL	PALM SPRINGS VILLAGE	Municipal	\$11,535	
FL	PANAMA CITY	Municipal	\$21,601	
FL	PASCO COUNTY	County	\$116,903	
FL	PENSACOLA CITY	Municipal	\$24,920	
FL	PINELLAS PARK CITY	Municipal	\$17,929	
FL	PLANT CITY	Municipal	\$15,072	
FL	POLK COUNTY	County	\$97,315	
FL	PORT ST LUCIE CITY	Municipal	\$18,962	
FL	PUTNAM COUNTY	County	\$11,671	
FL	RIVIERA BEACH CITY	Municipal	\$33,517	
FL	SANFORD CITY	Municipal	\$36,265	
FL	SANTA ROSA COUNTY	County	\$18,445	
FL	SARASOTA CITY	Municipal	\$26,634	
FL	SARASOTA COUNTY	County	\$39,258	
FL	SEMINOLE COUNTY	County	\$42,522	
FL	ST JOHNS COUNTY	County	\$23,288	
FL	ST LUCIE COUNTY	County	\$20,785	
FL	SUMTER COUNTY	County	\$17,031	
FL	SUWANNEE COUNTY	County	\$10,991	
FL	TAMPA CITY	Municipal	\$136,164	
FL	TAYLOR COUNTY	County	\$10,937	
FL	TITUSVILLE CITY	Municipal	\$25,981	
FL	VOLUSIA COUNTY	County	\$47,256	

FL	WALTON COUNTY	County	\$10,393	
FL	WEST PALM BEACH CITY	Municipal	\$75,931	
FL	WINTER GARDEN CITY	Municipal	\$13,113	
FL	WINTER HAVEN CITY	Municipal	\$16,731	
	Local total		\$6,103,560	



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: 2000522Date: 10/10/19Vendor: NDI Technologies, INC.Cost: \$188,282.00Requested by: Chief Jesse GodfreyDepartment: Police

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail: License Plate Recognition Trailers. These two trailers will be portable units that can be strategically deployed throughout the city. They will assist in identifying and preventing criminal activity within the city.

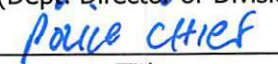
Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary): Currently NDI Recognition Systems is the only company that has license plate recognition cameras within Volusia County. Daytona Beach Police Department currently houses the Vehicle Intelligence Server and Communications Engine in their Real Time Crime Center (RTCC). In order to utilize their software, hardware, and personnel to assist in monitoring the cameras, we would have to purchase from the same vendor that they currently utilize. See attached MOU from City of Daytona Beach Police Department. See attached documents from NDIRS and DBPD.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary): NDI Recognition Systems currently has license plate cameras in place, within Volusia County. They are utilized by VCSO, DBPD, SDPD, POPD, NSBPD, and OCPD. By using the same company as our local law enforcement counterparts, we will be able to pool our resources, to include software, physical space, and manpower, to ensure the best product and services to our residents and visitors.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.


 Signature (Dept. Director or Division Manager)


 Title

Signature (Finance Director)

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

June 17, 2021

Ormond Beach Police Department
Attn: Captain D.W. Smith
170 W. Granada Boulevard
Ormond Beach, FL 32174

RE: Sole Source Memo for VeriPlate Automated License Plate Recognition Solutions

Captain Smith,

This is to confirm that NDI Technologies Inc., a Florida Corporation is the designer, developer, author and sole source of supply for the full range of VeriPlate ALPR solutions as previously demonstrated and now in current use by the Ormond Beach Police Department, Volusia County Sheriff's Office, as well as many other LEO agencies in Volusia and Florida. NDI Recognition Systems sells directly to the end user and do not employ third party resellers or support.

NDI's ALPR Back-Office solution known as VISCE, which is today deployed and maintained by the Volusia Sheriff's Office is a proprietary application with an associated proprietary database. There is no known vendor in the industry that can send, receive, store, transmit and/or query NDI's proprietary database. NDI, and only NDI can provide additional ALPR cameras and ALPR processors that can seamlessly integrate with the VSO existing VISCE ALPR database. No other ALPR vendor can provide support or repair NDI's solutions. NDI does not provide any interfaces or custom scripts for any vendor other than NDI to access NDI's proprietary VISCE ALPR database. No other vendor can share ALPR data and Live Real Time alerts via VSO in a seamless interoperable manner as NDI-RS. Agencies in Volusia County use the VISCE server at the VSO to save money and share data.

A competitive differentiator that continues to support the Sole Source criteria and separate NDI Recognition Systems from all other industry offerings, is our ability to manufacture, sell, and provide support from our technology center located in Winter Springs. No other vendor can provide service and support on the VISCE server.

Sincerely,

Sheri Taynor

Sheri Taynor, National Sales Manager
NDI Recognition Systems
407-402-9175
s.taynor@ndi-rs.net

NDI Technologies, Inc.,

Sheri Taynor

Email: s.taynor@ndi-rs.netPhone: [407-402-9175](tel:407-402-9175)105 E State Road 434
Winter Springs, Florida 32708,
United States

Main Office Phone: 866-458-0426

Fax: 321-441-1801

**Billing Address**170 W Granada Blvd
Ormond, FL 32174
USA**Shipping Address**170 W Granada Blvd
Ormond, FL 32174
USA**Quote To** Ormond Beach Police Department-FL**Quote No** QUO770**Quote Date** 06-17-2021
Valid 90 days from Quote Date

Item Code	Item Name	Quantity	List Price	Item Total	Total
BUND-RW-SPD	RoadWarrior Speed Trailer	1	29,900.00	29,900.00	29,900.00
	Includes 1x Mobile LPR Dual-Lens IR Camera wit LPR Processor, discreetly mounted in a "Speed Patrol" radar trailer. Includes cellular modem.				
SERV-MOB-INST-WS	Mobile System Installation (Winter Springs)	1	1,250.00	1,250.00	1,250.00
	Mobile system installation performed at NDI's Winter Springs office. Includes all labor, wiring and parts required for installation of LPR system to a speed trailer.				
WARRANTY-YEAR1	First Year Warranty Included	1	0.00	0.00	0.00
	Seller warrants all goods for one year from shipping date. (See Terms & Conditions for details of coverage)				
WARRANTY-ASR	Annual Service Renewal	1	3,787.68	3,787.68	0.00
	Annual Service Renewal / Extended Warranty- Included fix/replace support on all covered hardware, support/updates on all covered software and phone/email/web/remote support. (See Terms & Conditions for details of coverage) Begins year two and includes camera license fees. Shown for budget purposes only.				

Items Total	7.L.f 31,150.00
Shipping & Handling Charges	Included
Pre Tax Total	31,150.00
Tax(0 %)	0.00
GRAND TOTAL (\$)	31,150.00

Notes: Agency to provide SIM card for modem.

Thank you for your business!

Terms & Conditions

AGREEMENT AND LIMITATIONS – The agreement between Seller and Buyer (the “sales contract”) with respect to the sale of goods and services described in the Sales Contract shall consist of the terms appearing hereof, together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer’s purchase order or in any other communications from Buyer to Seller unless specifically agreed to by Seller in writing. Except as expressly stated in the Sales Contract, no reference to Buyer’s purchase order or other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Trade usage and verbal agreements not reduced to a writing signed by the Seller, to the extent they modify, add to, distract from, supplant or explain the Sales Contract, shall not be binding on Seller.

TERMINATION OR MODIFICATION – The Sales Contract may be modified or terminated only upon Seller’s consent except that stenographic and clerical errors are subject to correction by Seller, or upon Seller’s consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, if requested by Seller in writing, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the service to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

PRICING — All prices quoted by Seller or its agents are net and are in US Dollars. List prices are subject to change without notice. Prices are subject to increase by Seller based on Seller’s prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order.

PAYMENT TERMS – Seller will invoice for product (hardware and/or software) when shipped and all warranty will commence on that date, regardless of installation date, in-service date or go-live date. All payments are due on receipt of invoice. Installation and service fees will be invoiced and are due as incurred. Seller may require full or partial payment or payment guarantee in advance of shipment wherever, in its opinions, the financial condition of Buyer so warrants.

TAXES — Prices and fees do not include National, State or Local taxes that may be applicable. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use, or other tax (however designated) imposed upon the sales, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller at the time of purchase.

FREIGHT/SHIPPING — All prices F.O.B. Winter Springs, Florida, U.S.A. Freight will be allowed, regardless of weight, to any destination in the Continental United States for orders totaling \$500 or more. If an order totals \$499 or less or a shipment is requested to be made by a specific carrier, full transportation charges are to be borne by the Buyer. The right is reserved to make partial shipments at Seller’s discretion.

CLAIMS — Upon acceptance by the carrier, title to the material passes to the consignee. All claims for loss or breakage concealed or otherwise, must be made against the carrier by the consignee. All shipments from Winter Springs, Florida, U.S.A. will be traced if request is received by Seller two weeks after our invoicing. This written request should detail items that are missing from the shipment. Damage to merchandise should be reported immediately to Seller upon discovery. Please hold the damaged merchandise and its original carton for inspection. Seller will arrange for inspection, return of merchandise and repair or replacement of the merchandise. Be as detailed as possible as to the nature of the damage. Any claim involving concealed damage to merchandise will not be honored after 14 days from our shipping.

RISK OF LOSS — Title and risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

DELIVERY — Lead-time from receipt of order is typically 4 to 6 weeks, but may vary based on items ordered. Promises of delivery from stock are subject to prior sale. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller’s reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller’s reasonable control.

DEDUCTIONS AND RETURNS — Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller’s prior written consent (such consent to be at the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges of \$20.00 USD or 15%, whichever is greater. Buyer assumes all risk for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer’s account. Contact Help Desk for a return material authorization (RMA).

INSPECTION — Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller’s performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer’s receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

WARRANTY — Seller warrants all goods for one year, under the following conditions and exceptions: Seller warrants that all goods of Seller’s manufacture will conform to any descriptions thereof for specifications which are expressly made a part of this sales contract and at the time of sale by Seller such goods shall be commercially free from defects in material or workmanship. Seller reserves the right at the Seller’s discretion to “Repair and Return” or “Replace” any item deemed defective during the warranty period. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, or to goods altered or repaired by anyone other than Seller or its authorized representative, or if one year has elapsed from the date of shipment of the goods by Seller. No agent, employee, representative or distributor of Seller has any authority to bind the Seller to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basics of the sales contract and shall be unenforceable. THE FOREGOING WARRANTIES ARE

EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. These warranties shall not apply unless Seller shall be given reasonable opportunity to investigate all claims for allegedly defective goods.

ANNUAL RENEWAL MAINTENANCE/SUPPORT AGREEMENT – Provided the Buyer maintains an active “Gold Level” annual support agreement all software and hardware, excluding travel related expenses, will be covered by on-site repair and/or replacement. Should Buyer elect to NOT maintain an active support agreement, Seller will charge a daily labor rate of \$1,250.00 for on-site support, in addition to hardware costs and travel expenses. An Agency outside of an active support agreement may also mail in parts pursuant to the annual support agreement for repair in lieu of the on-site charges.

INSTALLATION — Installation of any hardware shall be by Buyer unless otherwise specifically stated on the Sales Contract. Buyer is responsible for all necessary and/or required site permits, engineering drawings, permissions, clearance, physical infrastructure (including poles, gantries, etc.).

FIXED SYSTEM INFRASTRUCTURE – Buyer is responsible for ensuring that each fixed system location has adequate infrastructure in place, including but not limited to:

- Physical Infrastructure – Buyer is responsible for providing suitable physical locations for LPR systems as well as the actual physical installation/attachment of devices to the physical infrastructure in place.
- Electrical Infrastructure – Buyer is responsible for providing 120v A/C power at each location. LPR processors are to be directly wired into the power service. Buyer is responsible for ensuring that power service is outfitted with lightning/surge suppression and a power disconnect located within serviceable reach. Buyer is responsible for ensuring that the installation meets all applicable codes and requirements, including the use of certified electricians, running of conduit, etc. Seller is not responsible for making any electrical connections or for the reliability of clean power.
- Network Infrastructure – Appropriate Ethernet network connectivity at each location is the sole responsibility of the Buyer. Should the Seller furnish a cellular modem or wireless device as part of the Sales Contract, the Buyer is responsible for monthly provisioning and service of the device. Seller shall not assume ANY charges for data communications or any responsibility for the reliability of the communications network.

MOBILE SYSTEM INSTALLATION – Buyer is responsible for providing the Vehicle Make, Vehicle Model, and Lightbar Model at time of order. As mobile brackets are fit for vehicles, changes to this information may result in an additional charge. Unless otherwise specified in the Sales Contract, Mobile Installations take place at the Winter Springs, Florida office.

SERVER INSTALLATION – Buyer is responsible for server hardware and software as described in server requirements documentation, unless explicitly stated in Sales Contract. Software purchased from the Seller will be installed and configured remotely by the Seller.

SYSTEM COMMISSIONING – If specified in Sales Contract, Seller will provide Commissioning Services to include the aiming of cameras as required. Buyer will provide any and all specialized equipment/services (bucket trucks, traffic control, etc.) required to safely perform Commissioning Services.

REMEDIES AND LIMITATIONS OF LIABILITY — In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller’s option, a replacement shipment of goods or the purchase price therefore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be returned to Seller, transportation prepaid, in accordance with Seller’s instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller’s obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller’s liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery, or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; war; riot; delays in transportation; lack of ability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller’s reasonable control, whether similar or dissimilar to the foregoing.

ASSIGNMENT AND DELEGATION — No right or interest in this sales contract shall be assigned by Buyer without Seller’s prior written consent, and no delegation of any obligation owed, or the performance of any obligation, by Buyer shall be made without Seller’s prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller’s obligations under the WARRANTY, REMEDIES, AND

LIMITATIONS OF LIABILITY sections hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

SEVERABILITY — If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

GOVERNING LAW AND LIMITATIONS — The formation and performance of the Sales Contract shall be governed by the laws of the State of Florida. Whenever a term defined by the Uniform Commercial Code as adopted in Florida is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has occurred.



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: Loretta Moisio, Grants Coordinator

Date: July 20, 2021

Subject: Community Development Block Grant (CDBG) FY 2021-2022 Annual Plan

Commission Goal: N/A

Introduction

This is a request for the City Commission to approve the Community Development Block Grant (CDBG) FY 2021-2022 Annual Plan.

Background

Federal CDBG funds are passed through Volusia County Community Assistance to the City of Ormond Beach and the City is required to submit an Annual Plan (application) to Volusia County for the use of FY 2021-2022 CDBG funds.

In May 2020, the City Commission approved the Annual Plan for FY 2020-2021 which included funding for a new playground in Central Park I (Fleming Avenue) (\$129,804); and, funding to Halifax Urban Ministries for a new position of Unaccompanied Youth House Manager at Hope Place (\$22,906), for a total allocation of \$152,710.

Discussion

On May 28, 2021, staff received notification from Volusia County Community Assistance of its FY 2021-2022 allocation of \$173,665. For FY 2021-2022, the City's allocation share increased by \$20,955 from the FY 2020-2021 allocation. The deadline to submit the Annual Plan (application) was June 11, 2021. In the absence of official notification of the estimated allocation amount, the Neighborhood Improvement Advisory Board (NIAB) held a mandatory public hearing on February 18, 2021, to receive citizen input and to hear requests for CDBG funding. Following the mandatory public hearing meeting, the NIAB held a meeting on April 1, 2021, to determine its final recommendations. In order to meet the June 11 deadline, staff has submitted applications for the projects listed below as recommendations for the City's CDBG FY 2021-2022 Annual Plan:

FY 2021-2022	
Public Improvements	
South Washington Street Sidewalk - Install a new 4-foot wide ADA compliant concrete sidewalk on the west side of South Washington Street from Live Oak Avenue to Division Avenue. Two (2) alternate bids will also be requested - from Live Oak Avenue to Midway Avenue, and Midway Avenue to Tomoka Avenue. If one, or both, are within the project budget, they will be added. This project is located within the City's current CDBG Priority Area.	\$ 135,566
Public Facilities	
Ormond Beach Housing Authority - Installation of an ADA entry door at the office.	\$ 15,599
Public Services	
Hope Place - Funding to provide for increasing operational costs to include electric, phone, internet, water, propane and garbage pickup. The suggested budget is below the maximum allowed (15% of total allocation, or \$26,049) for public service activities.	\$ 22,500
Total	\$ 173,566

It is projected that utility costs for Hope Place for FY 21-22 will be at least \$225,000, which is an increase of \$27,063.34 over FY 20-21, which is projected to be \$197,936.66. In 2020, despite the COVID-19 pandemic, Hope Place was able to serve 135 families with children (199 adults, 279 children) and were able to successfully place 90% into permanent housing, in addition to serving 32 unaccompanied youth. Unaccompanied youth are aged 18-24 who have aged out of the foster care system and Hope Place provides a safe dormitory for them to live while they pursue their education. For 2021, Hope Place anticipates that it will serve at least 150 families and 40 unaccompanied youth. Since becoming fully operational in the summer of 2018, Hope Place has served 355 families and 72 unaccompanied youth.

Citizen Impact

The activities recommended for the CDBG FY 2021-2022 Annual Plan will benefit citizens located within the City's CDBG priority area primarily, and secondarily those who visit the area. The public service activity will provide benefit to the homeless population.

Recommendation

It is recommended that the City Commission approve the Community Development Block Grant FY 2021-2022 Annual Plan as outlined above.

Attachments:

- 21-115 Community Development Block Grant- Annual Plan FY 2021-2022 (P21-0080G) (PDF)
- CDBG Recommended Annual Plan for FY 21-22 (PDF)
- FY 21.22 CDBG Allocation and Application- Ormond (PDF)
- CDBG Priority Map 2019 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/22/2021


Claire Whitley, Assistant City Manager 7/1/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

RESOLUTION NO. 2021-115

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PLAN FOR THE 2021-2022 FISCAL YEAR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Community Development Block Grant Funds are passed through the Volusia County Community Assistance to the City of Ormond Beach, and

WHEREAS, the City is required to annually review and update, as appropriate, its Annual Plan, and

WHEREAS, all applicable public hearing requirements have been satisfied, and

WHEREAS, the City's professional staff recommends that the Annual Plan Worksheet for fiscal year 2021-2022, a copy of which is attached hereto and incorporated herein by reference, be approved by the City Commission, and

WHEREAS, the City Commission concurs with that recommendation and finds that approval hereof is in the best interest of the health, safety and welfare of the general public, now therefore,

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

SECTION ONE. The City Commission hereby approves the City's Community Development Block Grant Annual Plan for the 2021-2022 Fiscal Year.

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

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

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

**City of Ormond Beach
Fiscal Year 2021/2022
Non-Housing Community Development Priorities
Annual Plan**

The following activities have been identified as priority needs
in this community to be funded by CDBG.

ACTIVITY 1	
Activity:	Public Improvements – S. Washington Street Sidewalk (West side)
Location:	S. Washington Street, Ormond Beach, Florida 32174
Cost Estimate:	\$135,566.00
Brief Description: Install a new 4-foot wide ADA compliant concrete sidewalk on the west side of South Washington Street from Live Oak Avenue to Division Avenue. Two (2) alternate bids will also be requested - from Live Oak Avenue to Midway Avenue, and Midway Avenue to Tomoka Avenue.	

ACTIVITY 2	
Activity:	Public Facilities - Ormond Beach Housing Authority
Location:	100 New Britain Avenue
Cost Estimate:	\$15,599.00
Brief Description: Installation of an ADA entry door at the office.	

ACTIVITY 3	
Activity:	Public Services – Hope Place (Halifax Urban Ministries)
Location:	1340 Wright Street, Daytona Beach, Florida 32117
Cost Estimate:	\$22,500.00
Brief Description: Funding to assist with the increased utility costs associated with increase in clients served.	



May 28, 2021

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

**Re: Community Development Block Grant (CDBG)
FY 2021/22 Allocation and Application**

Dear Ms. Shanahan,

This is to inform the City of Ormond Beach that the County of Volusia's Urban County Community Development Block Grant (CDBG) allocation for FY 2021/22 is \$1,734,861.

Volusia County receives CDBG funds directly from the U.S. Department of Housing and Urban Development (HUD) as a qualified urban county entitlement community through a formula grant. The formula used by HUD to determine funds for the County of Volusia is identified as Formula A. Formula A takes into account three factors of an area; population, poverty, and overcrowding. Each determining factor is weighted: poverty is given a weight of 50 percent while population and overcrowding are weighed at 25 percent.

The same formula used by HUD has been applied to the FY 2021/22 Volusia County award as a method to calculate allocation distributions to the nine participating cities as well as the unincorporated areas of Volusia County. American Community Survey (ACS) five-year estimates data from the U.S. Census Bureau was used for the calculations. After reserving 20% of the allocation for program administration and planning, the total amount to be allocated among participating cities and unincorporated areas is \$1,387,889. Based upon the allocation percentages, the City of Ormond Beach will receive a FY 2021/22 allocation of **\$173,665** which is an increase of \$20,955 from prior year.

A table showing the HUD Formula A calculation for the City of Ormond Beach is attached to this correspondence as well as a table showing the comparison between the prior year allocation and the FY 2021/22 allocation for your city.

A CDBG funding application has been enclosed. Completed applications must be submitted to Community Assistance by **4:00 p.m. on June 11, 2021**. Recognizing the short turnaround time, Community Assistance will accept completed applications that have not yet been approved by your city's commission. Cities will however will be responsible for receiving approval prior to the County's submission of the Annual Action Plan to HUD in early August.

Community Assistance staff will be available to provide technical assistance to all participating cities having difficulty in preparing their plans. Participating cities are given several choices of the types of activities that they may apply for and use CDBG funding to complete. All activities must be eligible and meet a national objective. Public services are eligible activities; however, HUD sets a public service cap

of 15% of all CDBG expenditures. The **maximum amount that the City of Ormond Beach may allocate for a public service activity is \$26,049.**

Citizen participation when creating the plan and determining projects is a grant regulation. Each city is required to have a public hearing during the development of the plan to allow for citizen participation and comment. Copies of sign-in sheets and minutes will be submitted with your application. Scheduled approval of the plan at City Commission meeting will not serve to meet the public participation requirements. When advertising for public hearings, consideration must be made to ensure that no groups of people are excluded. Making an effort to include low- and moderate- income residents is an important part of the participation process.

If you have any questions please contact Brittany Louis at (386) 736-5955 ext. 12959.

Sincerely,



Diana Phillips, Operations Manager
Housing and Grants Administration

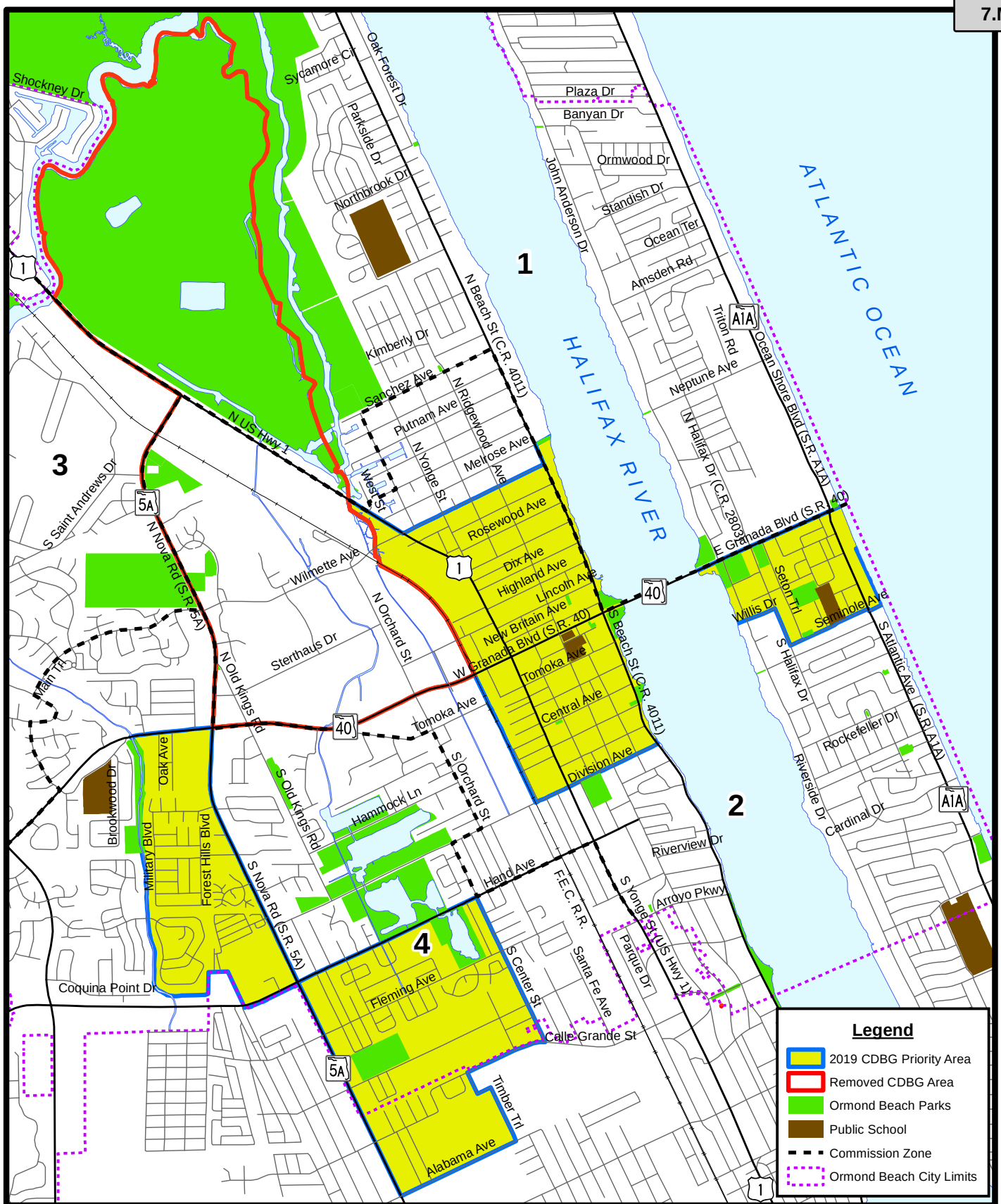
cc: Loretta Moisia, Grants Coordinator

Attachments

City of Ormond Beach	
HUD Formula A – Weighted Share Determination	
Formula Category	Data
Population (.25 Weight)	
# of Persons	42,545
% Share	14.90%
Weighted Share	3.72%
People in Poverty (.50 Weight)	
# of Persons in Poverty	3,489
% Share	9.93%
Weighted Share	4.97%
Overcrowded Housing Units (.25 Weight)	
# of Overcrowded Units	183
% Share	15.29%
Weighted Share	3.82%
Total Weighted Share	12.51%
Estimated Rounded/Adjusted Share of Funds	\$173,665
% of Total CDBG Allocation	10.01

Table 1 - HUD Formula A Data

Adjusted for Rounding: Previous Allocations Compared to Estimated Proposed Allocations									
City	FY 20/21 Allocations			FY 2021/22 Allocations					
	20/21 HUD Allocation	20/21 % Allocation	20/21 City Allocations	21/22 HUD Allocation	21/22 HUD % Allocation	21/22 Proposed Adjustment %	21/22 Final Proposed %	Increase/Decrease in Allocation	21/22 Final Proposed Allocations
Ormond Beach	\$152,710	8.17%	\$152,710	\$173,665	10.01%	0.00%	10.01%	\$0	\$173,665



CDBG PRIORITY AREA MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2019





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: Jesse Godfrey, Police Chief

Date: July 20, 2021

Subject: Interlocal Agreement with Volusia County School Board Update SRO

Commission Goal: Governance - Improve public information outreach

Introduction

This is a request for the City Commission to approve an Interlocal Agreement with the Volusia County School Board regarding the partial funding of the School Resource Officer (SRO) position at Ormond Beach Middle School.

Background

In 2017, a Memorandum of Understanding was established between the City and the Volusia County School Board wherein the City agreed to staff the School Resource Officer position with a Community Oriented Policing Services (COPS) funded grant position at Ormond Beach Middle School. The approved COPS grant is a three-year grant and as part of the Memorandum of Understanding, when the grant expired, the City and Volusia County School Board would start negotiations concerning the amount of funding the Volusia County School Board would provide to the City for the School Resource Officer position. This is the second renewal for this contract. The contract was originally approved on August 20, 2019 through Resolution No. 2019-151.

Discussion

The City and Volusia County School Board have agreed to split the cost of the salary for the School Resource Officer position at Ormond Beach Middle School. The Volusia County School Board will pay fifty percent (50%) of the School Resource Officer's position for the next five (5) years. The agreement provides for the following increase in Officer salary.

2021-2022 Pay Rate:

Hourly Rate	\$28.8144
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Billable Hours	1,448
Total for the school year (\$28.8144 @ 8 hours x 181 days)	\$41,723.25
Total agreement per school year (50%)	\$20,861.63

Budget Impact

When the COPS grant expired, the City was required to retain the School Resource Officer for a 12-month period following expiration. The Interlocal Agreement with the Volusia County School Board will offset the City's costs for the position as outlined above. The agreement further provides that should the School Board enter into an agreement with another municipality for the same services and that agreement provides for a more favorable cost share split than is set out in this agreement, the School Board would increase the City's split to equal that provided to the other municipality.

Citizen Impact

An SRO is a sworn police officer responsible for preventing crime and responding to emergency situations on a school campus. Ideally, an SRO would be assigned full time to a school and would also serve as a community liaison and mentor to the school's student body. Due to the nature of the School Resource Officer's job duties, they could also provide investigative information to patrol officers and investigators who are investigating criminal acts. The SRO can also build a rapport with students which will allow the child to be more comfortable in a setting with law enforcement in the future.

Recommendation

It is recommended that the City Commission approve the attached Interlocal Agreement with the Volusia County School Board to share in the cost of the School Resource Officer position at Ormond Beach Middle School.

Attachments:

- 21-116 SRO amendment (P21-0068G) (PDF)
- 2021 SRO - VCS contract amendment (PDF)
- City and VCS SRO Agreement 2019-2024(PDF)

REVIEWED BY:


 Kelly McGuire, Finance Director 6/22/2021



Claire Whitley, Assistant City Manager 7/1/2021**APPROVED BY:**

Joyce A. Shanahan, City Manager 7/14/2021

RESOLUTION NO. 2021-116

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT AND RENEWAL OF A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE SCHOOL BOARD OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2019-151, the City and the School Board of Volusia County entered into a School Resource Officer Agreement with an effective date of July 1, 2019, and

WHEREAS, the initial term of the agreement was for one year with the option to renew for four additional one-year periods, and

WHEREAS, the City's professional staff recommends that the City exercise the second renewal option for the period July 1, 2021 through June 30, 2022, and

WHEREAS, the agreement will be amended to reflect the new hourly rate of the school resource officer to be consistent with the increase negotiated by the union, and

WHEREAS, the City Commission concurs with the said recommendation, and finds that amending and renewing the School Resource Officer Agreement with the School Board of Volusia County is in the best interest of the health, welfare and safety of the general public, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute an Amendment and Renewal of the School Resource Officer Agreement with the School

Board of Volusia County. A copy of said Amendment and Renewal is attached hereto and incorporated herein by reference.

SECTION TWO. Said Amendment will be effective retroactively to July 1, 2021.

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

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

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

SRO CONTRACT AMENDMENT (002)

This Agreement is made this 23rd day of June 2021, between the CITY OF ORMOND BEACH, a Florida municipal corporation with a mailing address of 22 S. Beach Street, Ormond Beach, Florida 32174 (hereinafter the "City") and the SCHOOL BOARD OF VOLUSIA COUNTY, with a mailing address of Post Office Box 2118, DeLand, Florida 32721-2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2019-2024) which was executed by the parties in June 2019 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract stated that the term would be one (1) base year with four (4) renewal options of one (1) year each, and further that the parties would have to mutually agree on renewal; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) additional year (FY 2021-2022) and to otherwise amend the SRO Contract as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Section 1 of the SRO Contract is hereby amended to read, in full, as follows:

Term. The term of this Agreement is for five (5) years with one (1) base year and four (4), one (1) year renewal options starting on July 1, 2019 and ending June 30, 2024, for a total of five (5) years. The two years of the five (5) year term has been completed and the parties have agreed to renew the contract for one (1) year which leaves two (2) renewal options. Automatic renewal is not part of this Agreement and any renewal must be agreed upon by both parties.

2. Section 9(a) of the SRO Contract is hereby amended to change the hourly rate of the SRO to \$28.81 per billable hour, changing the total agreement price to \$20,861.63 (50% of the total billable amount of \$41,723.25).

3. All other provisions of the SRO Contract other than as amended in this Agreement shall remain unchanged.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have made and executed this instrument in three (3) counterparts for the purpose herein expressed on
the dates indicated below.

ATTEST:

By: _____
Name: Mr. Jesse Godfrey
Title: Police Chief
Date: _____

THE CITY OF ORMOND BEACH

By: _____
Name: Ms. Joyce A. Shanahan
Title: City Manager
Date: _____

By: _____
Name: Mr. Bill Partington
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Dr. Ronald "Scott" Fritz
Title: Superintendent of Schools
Date: _____

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ms. Linda Cuthbert
Title: Chairman
Date: _____

*Revised for legal sufficiency for reliance only
by the District*

By: _____
Name: Mr. Kevin W. Pendley
Title: General Counsel
Date: _____

**VOLUSIA COUNTY SCHOOL BOARD AND THE CITY OF ORMOND BEACH
SCHOOL RESOURCE OFFICER AGREEMENT (FY 2019-2024)**

THIS AGREEMENT is made and entered into between the School Board of Volusia County, hereinafter referred to as “**School Board**” and the City of Ormond Beach, hereinafter referred to as “**City**”.

RECITALS

WHEREAS, the parties are interested in entering into an Agreement for the performance of law enforcement functions provided by a School Resource Officer hereinafter described; and

WHEREAS, the City agrees to provide personnel to perform the duties and responsibilities of a School Resource Officer; and

WHEREAS, the School Board agrees to compensate the City for School Resource Officer (SRO) Program costs; and

WHEREAS, the City agrees to receive monies from the School Board and to budget such monies to the City Police Department for services rendered to the School Board; and to budget one (1) School Resource Officer to be split funded by the School Board at fifty percent (50%) and the City at fifty percent (50%); and

WHEREAS, the parties have approved the School Resource Officer Program as a viable program and their approval is not construed as a permanent obligation;

WHEREAS, pursuant to §768.28, F.S., neither the School Board or the City waive any defense of sovereign immunity or increase of the limits of its liability upon entering into this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual understandings and covenants set forth herein, and other specific considerations, the parties agree as follows:

1. **Term.** The term of this Agreement is for five (5) years with one base year and four (4) one (1) year renewal options starting from July 1, 2019 through June 30, 2024, for a total of five (5) years. The performance period beginning at the date outlined by the parties, unless earlier terminated as provided herein. Automatic renewal is not part of this agreement, the renewal option must be agreed by both parties.

2. **Purpose.** The purpose of this Agreement is to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state and federal laws, and to have a School Resource Officer available for presentations to the students, faculty and parents concerning law enforcement and various subjects related to the law. The School Resource Officer shall maintain a highly visible uniformed presence while on duty at the school sites.

3. **Termination.** This Agreement may be terminated by any party at any time, with or without cause, with no less than (60) days written notice delivered by Certified Mail, Return Receipt Requested, or in person to the other party; or, otherwise terminated upon any other manner approved in writing by both parties to this Agreement.

- (a) Opportunity to Transition from Municipal Law Enforcement Agencies to the School Guardian Program. Should the School Board decide to move forward with providing school guardians at selected schools, the School Board will provide no less than thirty (30) days' notice delivered by Certified Mail, Return Receipt Requested, or by hand delivery. If the affected SRO can be reassigned to another school, that Officer will move to the new school. If there are no other assignments available for the SRO, that position will be deleted, and the monthly billing will be adjusted to reflect the lower SRO staffing and cost identified in paragraphs 4 and 9. This information will be provided in the written notice to the City provided in this paragraph.

4. **Services.**

- (a) The City agrees to provide the School Board one (1) full time School Resource Officer, eight (8) hours per day for one hundred eighty-one (181) school contact days, excluding summer school for the compensation described in Paragraph 9 herein. Daily hours for School Resource Officer is primarily 9:00 a.m. to 5:00 p.m. Monday through Friday at the Ormond Beach Middle School. The City will make every effort to have the School Resource Officer position filled at the beginning of the school year and throughout the term of this Agreement.
- (b) As verification of service rendered, the SRO will sign in at the start of the duty date and sign out at the end of the duty day at the assigned school site. The sign in/out sheet will be signed by the School Administrator/Principal to validate the services. The signed sheet will be turned over to the Safety and Security Office as record for

reconciliation of invoices for payment. The sign in/out sheet will be turned-in no later the first Friday of the following month.

- (c) It is agreed that there are occasions when it is not possible to staff a particular school with a School Resource Officer. This may be due to medical reasons, extended training assignments or termination resulting in a position vacancy. It is also agreed that, whereupon it is determined that filling a temporary School Resource Officer vacancy is critical to maintaining the safe and orderly environment of the school, a School Resource Officer from another location may be reassigned by the City in part or total to fill the vacancy until a replacement can be found.
- (d) It is agreed that there are occasions when it is necessary for the School Resource Officer to work in excess of their normal duty assignment. It is agreed by the City that inclusive of this Agreement there will be a maximum of forty (40) hours of compensatory/overtime hours authorized per School Resource Officer during the term of the Agreement. The decision regarding the accumulation of this compensatory/overtime allocation will be at the discretion of the School Board representative and the City representative. Advanced approval from the School Board representative will be required for a School Resource Officer to earn compensatory/overtime. The compensatory/overtime allocation described herein shall be applicable and consistent with the School Resource Officer's daily responsibilities which by mutual agreement are within the scope of the School Resource Officer's daily activities performed at his/her assigned school.
- (e) Compensatory time does not include after-school activities. Unless mutually agreed upon, accrued compensatory time shall not be utilized when school is in session. Compensatory hours are only allowed as compensation to hours serving the safety and care of students.
- (f) Outside detail activities such as after-hours sporting events or extracurricular activities will be billed at the rate of \$25.02 per hour for services provided by Officers and \$25.02 per hour for services provided by Sergeants and shall be funded one hundred percent (100%) by the school requesting such services.
- (g) It is agreed that during a natural disaster or anytime the State Governor or the Office of the Superintendent of Schools declares an emergency for public safety and the

suspension of the schools for the duration of time, the SRO services shall deduct the days from the billable hours to the School Board.

- (h) The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the school administrators, unless the violation or misbehavior involves criminal conduct. The School District encourages the use of Civil Citations for eligible students. The school district utilizes the Incident Command structure with established Emergency Operations Plans when responding to an all hazards approach to emergency management.
- (i) The SRO shall develop and expand crime prevention efforts for students and shall serve as a liaison between the school and other first responders, investigative units and/or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws. The SRO shall be part of the school multidiscipline School Safety and Security team and shall assist in school responses to emergency issues to include referring students to professional services both within and outside the school district.
- (j) The School Board will share information on an as needed basis to the School Resource Officer to ensure resolution on open investigations being conducted by the School Resource Officer. All Federal privacy laws, including Family Educational Rights and Privacy laws, HIPAA and FERPA, will be followed.

5. **Other Considerations.** The City and the School Board recognize that opportunities may materialize whereby it is in the best interest of county taxpayers to modify this Agreement for considerations outside the scope of the School Resource Deputy Program.

6. **Cooperation.**

- (a) It is agreed that the City shall have all reasonable and necessary cooperation and assistance from the School Board, its officers, agents, and employees so as to facilitate the performance of this Agreement.
- (b) Although School Resource Officers have an assigned school site, they are subject to temporary relocation on an as-needed basis with the concurrence of the District Superintendent or designee, and the Chief of Police or designee.

7. **Personnel/Equipment.** It is understood that any personnel assigned to perform the duties under the terms and conditions of this Agreement are functioning at all times as a member of the City and are subject to department supervision and regulation in addition to employment

regulations governed by the Volusia County Merit System of Rules and Regulations. In addition, all equipment purchased and utilized by the City in performance of this Agreement is and shall remain the property of the City unless otherwise specified within this Agreement. The School Board shall provide the School Resource Officer with office space to include a desk, phone, computer, and two-way radio utilized by the school site safety and security team members. Access to programs utilized by the school district shall be provided to ensure the sharing of critical information and comply with all laws, rules, and regulations to include HIPAA and FERPA.

8. **Off Campus Activities.** It is recognized that during the course of the school year, the School Resource Officer may be required to attend meetings and training that support their professional certification and/or the School Resource Officer Program. Where possible, training will take place when school is not in session. A School Resource Officer may not elect to participate in additional training activities or other non-mandatory events that take them away from the campus without the approval of the school principal and the Police Chief's representatives. In these cases, the time away from the school will be deducted from the monthly billing to the School Board.

9. **Compensations and Payment.**

- (a) The School Board hereby agrees to share fifty percent (50%) of the cost of the services provided by the City and as compensation of the agreed share cost, the School District of Volusia County agrees to compensate the City for services provided herein at the established rate of \$25.02 per billable hour. The total Agreement price for the specified term shall be \$18,114.48 numerated as follows:

Hourly Rate:	\$25.02
Billable Hours:	1,448
\$25.02 SRO @ 8 hours x 181 days	\$36,228.96
Total Agreement Price (50% of total cost)	\$18,114.48

- (b) Payment shall be made in ten (10) monthly payments by the School Board upon receipt of a City Billing invoice.
- (c) Upon the completion of the agreement year, the Entities under this agreement shall reconcile actual costs and remit to the School Board any monies due (i.e. vacancies,) or request an agreement modification to increase compensation if final costs exceed the amount budgeted. Monthly employee time records will be submitted to the school

board representative for payment processing. If an Officer is absent, the monthly billing will reflect the absence and the monthly billing will reflect a deduction of the hours not worked prior to the billing being sent to the school board for payment.

10. **Management Reports.** Any reports required under this Agreement shall be discussed and mutually agreed upon by both parties prior to implementation.

11. **Reporting Crimes and Delinquent Acts.** The School Board and the City Police Department shall adhere to F.S. 1006.12 (School Resource Officer and School Safety Officers) and F.S. 1006.13 (Policy of zero tolerance for crime and victimization). Accordingly, it is agreed by the parties that school personnel will report to the School Resource Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. If a School Resource Officer is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such report shall be provided to the School Resource Officer.

12. **Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties, relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provision of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

13. **Notices.** Whenever any party desires to give notice unto the other, notice may be sent to:

For the School Board

School District of Volusia County
Office of the Superintendent
Post Office Box 2118
DeLand, FL 32721-2118

With Copy To

The General Counsel
School District of Volusia County
Post Office Box 2118
DeLand, FL 32721-2118

For the City of Ormond Beach

The City Manager
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

With Copy To

The Police Chief
Ormond Beach Police Department
170 West Granada Blvd
Ormond Beach, FL 32175

Any of the parties may change by written notice the addresses or persons for receipt of notice.

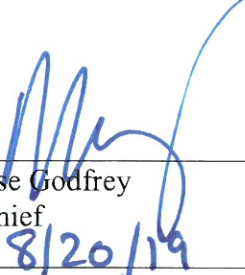
14. **Appropriation Contingency.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Anytime funds are not appropriated for the services provided or to be provided under this Agreement, this Agreement shall be caused to automatically terminate as of the first day following the last month so funded.

15. **Agreements With Other Agencies:** If the School Board executes an Agreement between the School Board and another municipality within the school district for the provision of the same or substantially the same services, terms and conditions provided in this Agreement and that Agreement provides more favorable cost share split than that which is set forth in paragraph 9 (a) above, the School Board shall increase the City's percentage split so as to be equal to that which is provided to the other municipality.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three (3) counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

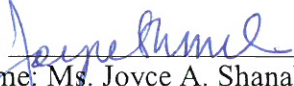
By: 

Name: Mr. Jesse Godfrey

Title: Police Chief

Date: 8/20/19

THE CITY OF ORMOND BEACH

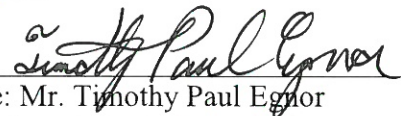
By: 

Name: Ms. Joyce A. Shanahan

Title: City Manager

Date: 8/20/19

ATTEST:

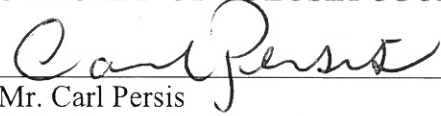
By: 

Name: Mr. Timothy Paul Egnor

Title: Superintendent

Date: 07/23/19

SCHOOL BOARD OF VOLUSIA COUNTY

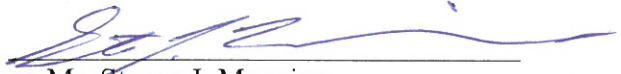
By: 

Name: Mr. Carl Persis

Title: Chairman

Date: 07/22/19

*Revised for legal sufficiency for reliance only
by the District*

By: 

Name: Mr. Stacey J. Manning

Title: General Counsel

Date: 7-24-19



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: July 20, 2021

Subject: CARES Act Airport Grant Agreement Development Addendum

Commission Goal: N/A

Introduction

This is a resolution to authorize execution of a Grant Agreement Development Addendum with the Federal Aviation Administration (FAA), offered to the City under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for a grant of federal funds for the design phase of the project to rehabilitate Taxiway Bravo at the airport.

Background

The U.S. Secretary of Transportation announced funding allocation amounts from the CARES Act for all eligible airports on April 14, 2020. The City submitted to the FAA a CARES Act grant application on April 29, 2020 and the City Commission authorized execution of the original grant via Resolution No. 2020-57, which provided the City \$69,000 to be used for projects as identified by FAA under the CARES Act. After consulting with the City's airport engineering firms and the Orlando Airports District Office of the FAA for the best use of the allocated CARES Act funds, the design phase of the project to rehabilitate Taxiway Bravo was selected. The City submitted the request to the FAA and they issued an addendum updating the status of the grant agreement that authorizes the use of CARES Act funds for this specific airport development project. Execution by the City of the CARES Act Grant Agreement Development Addendum presented for approval herein is necessary in order for the City to access CARES Act funds to pay for the design phase of the Taxiway Bravo airport development project.

Discussion

The CARES Act Grant Agreement Development Addendum presented for approval herein provides 100% federal funding to reimburse costs for the completed design phase of the City's project to rehabilitate Taxiway Bravo.

According to the most recent Statewide Airfield Pavement Management Program report for the airport, Taxiway Bravo exhibits medium severity block cracking along with longitudinal and transverse cracking accompanied by low severity longitudinal and transverse cracking, raveling, swelling and patching. Taxiway Bravo intersects with Taxiway Delta and as such, has a high level of service and criticality to operations in the southeast quadrant of the airport, because it is one of the primary ingress and egress routes for aircraft taxiing to and from the airport's runways.

Citizen Impact

The CARES Act Grant Agreement Development Addendum presented for approval herein pertains specifically to current and planned airport operations, and will have no impact upon the City's general population.

Budget Impact

The CARES Act Grant Agreement Development Addendum presented for approval herein provides funding for 100% percent of the allowable costs incurred as a result of and in accordance with the addendum, up to \$69,000. The total cost of the Taxiway Bravo design project is \$68,260.

Recommendation

Staff recommends that the City Commission authorize execution of the CARES ACT Grant Agreement Development Addendum with the Federal Aviation Administration offered to the City under the Coronavirus Aid, Relief, and Economic Security Act for a grant of federal funds for the design phase of the project to rehabilitate Taxiway Bravo at the airport.

Attachments:

- 21-117 AIRPORT CARES ACT FAA GRANT (P21-0092G) (PDF)
- Grant Agreement Development Addendum (PDF)
- Bravo Illustration (PDF)
- Bravo and Delta Illustration (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 7/12/2021



Claire Whitley, Assistant City Manager 7/12/2021

APPROVED BY:



Joyce A. Shanahan, City Manager 7/14/2021

RESOLUTION NO. 2021-117

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT DEVELOPMENT ADDENDUM BETWEEN THE CITY AND THE FEDERAL AVIATION ADMINISTRATION REGARDING THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT) FOR THE DESIGN PHASE TO REHABILITATE TAXIWAY BRAVO AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Grant Agreement Development Addendum between the City and the Federal Aviation Administration regarding the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for a grant of federal funds to reimburse costs for the completed design phase of the City's project to rehabilitate Taxiway Bravo at the Ormond Beach Municipal Airport. A copy of said Agreement 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 July, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

3-12-0059-025-2021



U.S. Department
of Transportation
Federal Aviation
Administration

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

June 28, 2021

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

Dear Mr. Lichliter:

Please find the following electronic CARES Act Airport Grant Agreement Development Addendum Offer, Grant No. 3-12-0059-025-2021 for the 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 July 24, 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 electronically 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 electronically 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 any purpose for which airport revenues may be lawfully used. CARES grant recipients should 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 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

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

3-12-0059-025-2021

- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

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.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Armando L. Rovira by email that the grant is administratively and financially closed. Armando L. Rovira is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



Bart Vernace, P.E.
Manager

3-12-0059-025-2021



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

DEVELOPMENT ADDENDUM

Part I - Offer

Federal Award Offer Date	June 28, 2021
Airport/Planning Area	Ormond Beach Municipal Airport
CARES Addendum Number	3-12-0059-025-2021
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 application to amend Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airport Grant Agreement 3-12-0059-024-2020 by application dated March 2, 2021, to fund Development at or associated with the Ormond Beach Municipal Airport, included as part of this CARES Act Airport Grant Agreement Development Addendum 3-12-0059-025-2021, ("Development Addendum");

WHEREAS, the FAA has agreed with the Sponsor to amend its CARES Act Airport Grant Agreement 3-12-0059-024-2020 to reallocate \$69,000 of funds awarded under 3-12-0059-024-2020 to fund specific eligible airport project(s) constituting airport Development at an eligible airport under the Sponsor's control;

WHEREAS, the Sponsor has accepted the terms of the FAA's CARES Act Airport Grant Agreement Development Addendum offer;

WHEREAS, no other terms, conditions, or assurances of the 3-12-0059-024-2020 shall be negated as a result of this Development Addendum, including provisions regarding revenue use, Buy American, and reporting requirements;

3-12-0059-025-2021

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Development Addendum for the Ormond Beach Municipal Airport consisting of the following:

Reconstruct Taxiway Bravo (Design); Reconstruct Taxiway Bravo lights and signage (Design)

which is more fully described in the Project Grant Application;

WHEREAS, this Development Addendum hereby amends 3-12-0059-024-2020 for the purpose of reallocating \$69,000 of the funds originally provided under 3-12-0059-024-2020 to permit Ormond Beach Municipal Airport to use not more than that amount to reimburse Ormond Beach Municipal Airport for expenses incurred no earlier than March 27, 2020, until the specified Development funds have been fully expended, provided such expenses are directly related to eligible Development described in the Project Grant Application and listed below; and

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Project Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for the Development described in the Project Grant Application for 3-12-0059-025-2021, the terms, conditions, and assurances of which are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-12-0059-024-2020; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Development Addendum, 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 accomplishing the Development as a result of and in accordance with this Development Addendum.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

SUPPLEMENTAL TO CARES ACT AIRPORT GRANT AGREEMENT 3-12-0059-024-2020 CONDITIONS #1-23

- 1a. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$69,000.

The following amounts represent the calculation(s) of the maximum total obligation by funding group, as originally allocated under 3-12-0059-024-2020, made available under the provisions of Public Law 116-136, which are hereby reallocated from 3-12-0059-024-2020 and assigned to 3-12-0059-025-2021 for the Development identified in the application:

Ormond
Beach OMN \$69,000 KGR2020
Municipal

- 2a. **Grant Performance.** This Development Addendum is subject to the following Federal award requirements:

a. **Period of Performance:**

1. Remains the same as initial CARES Agreement 3-12-0059-024-2020, which is 4 years (1,460 calendar days) from the date of acceptance of that Grant Agreement. The Period of

3-12-0059-025-2021

Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of the Grant Agreement or this Development Addendum.

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. Budget Period:

1. For this Addendum follows the same start and end date as the Period of Performance provided in Paragraph a.1. 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 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 Development Addendum, 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.

- 6a. **Completing the Development Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Development without undue delays and in accordance with this Development Addendum, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the Development under the Development Addendum that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the Development stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Development Addendum and any other addendum that may be attached hereto at a later date by mutual consent. All terms, conditions, and assurances are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-12-0059-024-2020.
- 7a. **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.
- 8a. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the Development unless this offer has been accepted by the Sponsor on or before July 24, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 12a. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Development Addendum electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

3-12-0059-025-2021

22. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all Development in this Development Addendum. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Development Addendum.
23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated September 23, 2016 is incorporated herein by reference or is submitted with the Project Grant Application and made part of this Development Addendum.
24. **Informal Letter Amendment of CARES Development.** The FAA can issue an informal letter amendment that modifies the Development description in the Project Grant Application to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

SPECIAL CONDITIONS

SUPPLEMENTAL TO CARES ACT AIRPORT GRANT AGREEMENT 3-12-0059-024-2020 SPECIAL CONDITIONS, AS APPLICABLE

7. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Development Addendum is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

3-12-0059-025-2021

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Development Addendum, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Development and compliance with the assurances and conditions as provided herein. Such Development Addendum shall become effective upon 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.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

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.

3-12-0059-025-2021

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Grant Application and incorporated materials referred to in the foregoing Offer under this Development Addendum, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer, and hereby acknowledges all terms, conditions and assures in any CARES Act Airport Grant Agreements previously or concurrently executed for any other purpose are attached to this Development Addendum.

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.²

Executed
this day
of _____

City of Ormond Beach

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² 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.

3-12-0059-025-2021

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 Project Grant Amendment under the laws of the State of Florida. Further, I have examined the foregoing Development Addendum 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 CARES Act. In addition, for grants involving Development to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this Development Addendum may only be used for the Development identified herein and all terms, conditions and assurances in any CARES Act Airport Grant Agreements previously or concurrently executed for any other purpose are attached to this Development Addendum. Further, it is my opinion that the said Development Addendum and all CARES Act Grant Agreements attached hereto constitute 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.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated
this
day
of

By: _____

(Signature of Sponsor's Attorney)

³ 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.

ASSURANCES

AIRPORT SPONSORS

SUPPLEMENTAL TO CARES ACT AIRPORT GRANT AGREEMENT 3-12-0059-024-2020 AIRPORT SPONSOR ASSURANCES #1-11 IN ADDITION TO THE (A) GENERAL AND (B) SPONSOR CERTIFICATIONS

A. General.

3. These assurances are required to be submitted as part of the Project Grant Application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136 for eligible Airport Development. 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.
4. Upon acceptance of this Development Addendum by the sponsor, these assurances are incorporated in and become part of this Development Addendum and all CARES Act Airport Grant Agreements 3-12-0059-024-2020, previously or concurrently executed and attached hereto.

B1. Development Addendum Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Development Addendum 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 Development Addendum, in addition to all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements included in all CARES Act Airport Grant Agreements 3-12-0059-024-2020, previously or concurrently executed and attached hereto, and including but not limited to the following:

FEDERAL LEGISLATION

- y. Davis-Bacon Act – 40 U.S.C. 276(a), et seq.

FEDERAL REGULATIONS

- r. 14 CFR Part 150 – Airport noise compatibility planning.
- s. 49 CFR Part 23 – Participation of Disadvantaged Business Enterprise in Airport Concessions.
- t. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.

C. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects.

The terms, conditions and assurances of this Development Addendum and all CARES Act Airport Grant Agreements attached hereto shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding

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Exclusive Rights, Airport Revenue Use and Civil Rights so long as the airport is used as an airport. Also, there shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

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 Development Addendum, in addition to those included in all CARES Act Airport Grant Agreements 3-12-0059-024-2020, previously or concurrently executed.

3A. Good Title.

For Development, including noise compatibility program projects, to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

- d. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Development Addendum without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Development Addendum and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the Sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Development Addendum and all CARES Act Airport Grant Agreements previously or concurrently executed and attached hereto.

8A. 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. for airport development, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

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- c. for noise compatibility program projects, make records and documents relating to the Development and continued compliance with the terms, conditions, and assurances of this Development Addendum and all CARES Act Airport Grant Agreements previously or concurrently executed and attached hereto, including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. 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.

12. Sponsor Fund Availability.

It has sufficient funds available to assure operation and maintenance of items funded under this Development Addendum which it will own or control.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any Development funded under this Development Addendum which involves 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 through 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.

14. Veterans' Preference.

It shall include in all contracts for work on any Development funded under this Development Addendum which involves 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.

15. Planning for Development Projects.

In carrying out planning Development:

- . It will execute the Development in accordance with the approved program narrative contained in the Project Grant Application or with the modifications similarly approved.
- a. It will furnish the Secretary with such periodic reports as required pertaining to the planning Development and planning work activities.
- b. It will include in all published material prepared in connection with the planning Development a notice that the material was prepared using federal funds provided by the United States.
- c. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

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- d. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Development Addendum.
- e. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- f. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the Development, only if the employees are not qualified.
- g. It understands and agrees that the Secretary's approval of this Development Addendum or the Secretary's approval of any planning material developed as part of this Development Addendum does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

16. Operation and Maintenance.

- . 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 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.
- a. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

17. Hazard Removal and Mitigation.

As required by 49 U.S.C. 40103, the safety of air transportation has been delegated to the FAA. To assure safety of flight, the airport sponsor 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.

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18. Airport Layout Plan.

- . Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, and to assure safe and efficient operation of aircraft or safety or people on the ground related to aircraft operations, the sponsor will update the airport layout plan to reflect changes to it if any of the funds provided by the CARES Act affect the following:
 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 as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a. 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.

19. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement 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 January 28, 2021.

20. Relocation and Real Property Acquisition.

- . It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- a. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

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- b. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

21. 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 DBE and 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 Development Addendum and all CARES Act Airport Grant Agreements previously or concurrently executed and attached hereto. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Development Addendum. 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).

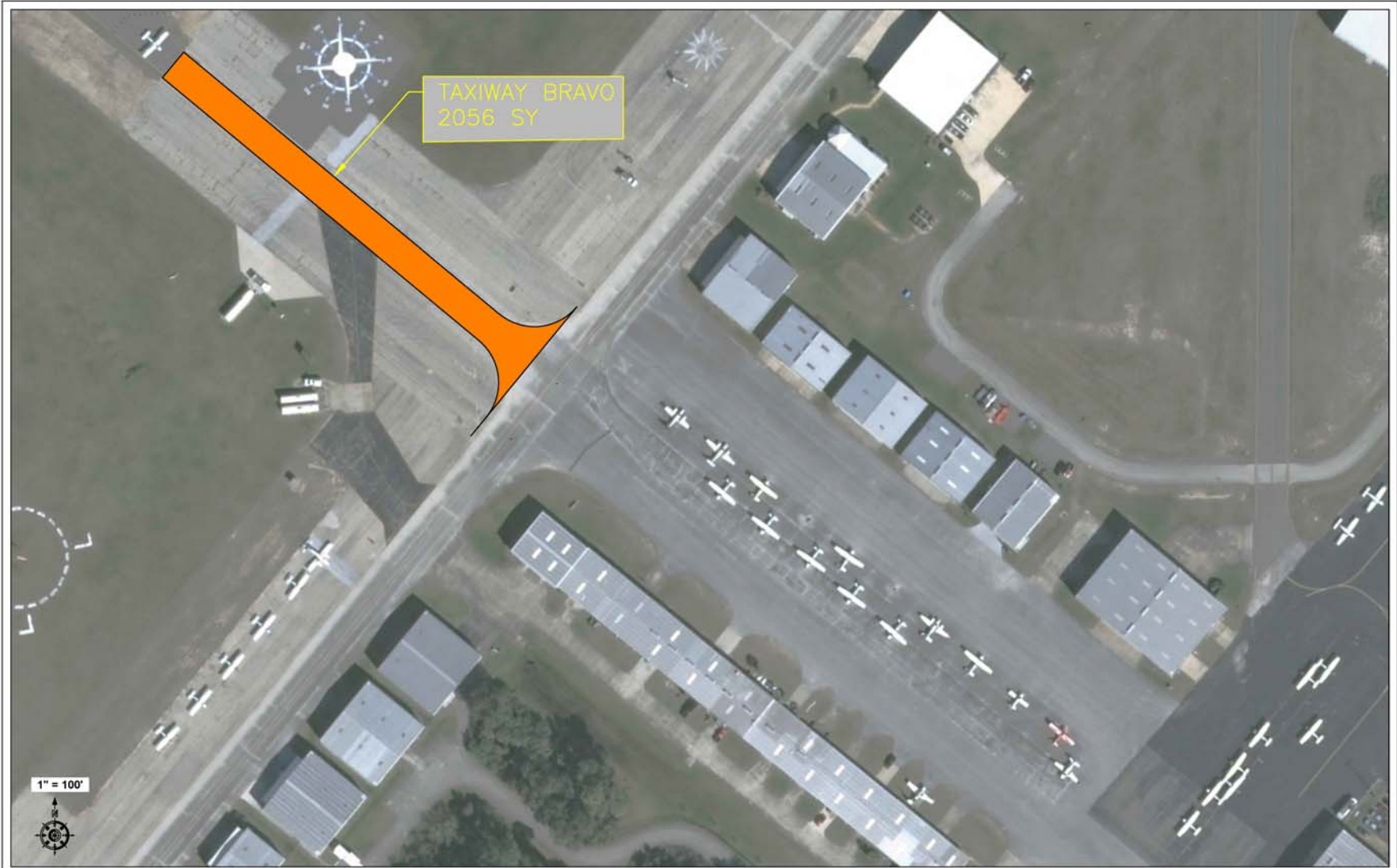
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Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.



Hoyle, Tanner
& Associates, Inc.

Ormond Beach Municipal Airport
Ormond Beach, Florida

Taxiway Bravo Rehabilitation

1

Taxiway Bravo & Taxiway Delta Rehabilitation Projects





CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: July 20, 2021

Subject: RFP 2021-22 Miscellaneous Crafts & Trades

Commission Goal: Quality of Life - Other

Introduction

This item provides public notice of the City's intent to advertise and issue a Request for Proposals (RFP) No. 2021-22 for miscellaneous crafts and trades services (as needed). The RFP document is attached.

Background

The scope of services included in the new RFP is as follows: the work covered by this contract consists of repair, installation and/or renovation services, including, but not limited to: overhead door/electric gates (service repair and installation) and shade structure (service repair and installation).

Discussion

The RFP will be advertised beginning July 25, 2021, with the RFP opening being held on August 25, 2021. Upon selection of the new vendors and approval by the City Commission, a new agreement will be executed with the selected firms.

Budget Impact

The eventual RFP award will reflect the vendor pricing for the desired scope of services. Sufficient funds are in the General Fund operating and Facilities Renewal and Replacement budgets to perform these services.

Citizen Impact

In having a miscellaneous crafts & trades services contract in place, the City has the ability to provide much needed repairs and improvements in a timely manner and at a more competitive price, both of which are important to citizens.

Recommendation

It is staff's intent to proceed with the advertisement of the RFP No. 2021-22 for miscellaneous crafts and trades services (as needed) on July 25, 2021, unless otherwise directed by the City Commission.

Attachments:

- RFP 2021-22 Miscellaneous Craft Trades (As Needed) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 7/15/2021


Claire Whitley, Assistant City Manager 7/15/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/15/2021



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Miscellaneous Crafts and Trades Services (As Needed)**
RFP NUMBER: **2021-22**
RFP OPENING DATE & TIME: **8/25/2021 at 3:00 pm**
RFP OPENING LOCATION: **City Hall-Training Room (breezeway)**
PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

FAX NUMBER: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written

approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)676-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2021-23)

STATEMENT OF PURPOSE:

The City of Ormond Beach, Florida, is soliciting proposals and intends to select one or more qualified contractors interested in performing repair and renovation services at City facilities on a time and materials basis. It is the intent of the City to enter in to a contractual agreement (or agreements) with crafts and trades contractors to do work on an "as needed" basis. The contract(s) will be for miscellaneous short-term projects requiring services relative to the following fields of work: overhead door/electric gates, to include welding and millwright services; emergency removal of shade structure covers, to include repairs and replacement services. Contractors may submit quotations for one, more than one, or all of the aforementioned fields of work.

AWARD OF CONTRACT:

The City of Ormond Beach reserves the right to award one or more, all-inclusive contracts or to award multiple, field-of-work specific contracts, whichever is in the best interest of the City. However, it is anticipated that multiple awards will be made. The City seeks to accept the most responsive, responsible proposal(s), thus allowing City departments to choose the contractor(s) that best meets their requirements based on factors including, but not limited to, price, availability, and experience.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of one (1) year. The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Contract expiration date not to exceed four (4), additional one year terms.

SUBMITTAL INSTRUCTIONS:

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 3:00 p.m., August 25, 2021.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 101, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited

to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

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

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

GENERAL INSTRUCTIONS:

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks.

Quantities: The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to issue any work orders under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract however, a yearly expenditure of approximately \$300,000 for miscellaneous crafts and trades services is anticipated. That amount is an estimate of the combined yearly expenditure for all fields of work and may increase or decrease due to unknowable circumstances. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs.

Response Time: Contractor shall be able to start all non-emergency projects within five (5) working days of authorization from the City. The Contractor shall complete each non-emergency job within the time specified in their project estimate. Contractor shall respond to calls for emergency service within four (4) hours after notification from the City. For the purpose of this proposal, an "emergency" is defined as any conditions which is a threat to the health, welfare or safety of people and/or property or a condition that will adversely affect an essential public service, as determined solely by the City. **Contractor shall provide a twenty-four hour call answering services.**

Work Standards: All work shall be performed according to the standards of the industry and to the complete satisfaction of the City. All work shall conform fully with the City of Ormond Beach Code of Ordinances. Contractor shall be licensed by the State of Florida and registered by the City. All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA) standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also Contractor (and subcontractors) shall be held totally responsible for the safety of their employees and any

unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Material and Parts: All materials and parts to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the City of Ormond Beach. All equipment, material and parts that the City desires to salvage shall be removed and stored in an area selected by the City.

Warranty: All work performed by the Contractor, under this Contract, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the City determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor, at no additional expense to the City. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the City. Any damages to City property caused by the Contractor's personnel while performing work under this contract shall be fully repaired at the Contractor's expense.

Charges: Billable hours paid under this contract shall be only for productive hours at the job site or for work performed at the Contractor's shop. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is to be considered Contractor's overhead and shall be included in the hourly rates quoted for labor or services.

Regular service calls shall be made available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work requested outside of these times shall be considered "after hours" service and may be charged at the rates specified in the proposal.

Invoices for materials and/or equipment supplied and installed by the Contractor shall show Contractor's actual cost, including any and all discounts offered by their supplier, plus the agreed upon percentage markup. Material and equipment prices are subject to verification. **The City reserves the right to furnish the necessary materials or equipment, and may do so when deemed to be in its best interest of the City.**

Annual Rate Adjustment: Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Facilities Maintenance Contract Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 – June 30 period. **The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year.** Increases will not be retroactive. The adjusted rate, if approved, shall take effect

on October 1, of the year in which approved. If the parties cannot agree to such an adjustment, either party may terminate this Agreement sixty (60) days from the receipt of a written notice of termination.

Estimates: Contractor shall provide written "not-to-exceed" or "firm fixed-price" estimates on all work that is likely to exceed five hundred dollars (\$500), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion. Contractor shall verbally respond to requests for estimates for non-emergency work within two (2) business days of the request, and provide written estimates within three (3) business days thereafter. It shall be the Contractor's responsibility to ensure they have all the information necessary to prepare fair and accurate estimates.

Competitive Price: It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform the Contractor. If an agreement on a competitive price cannot be reached, the City may elect to use another contractor to perform the work.

Purchase Orders: Work exceeding \$500 will be authorized through a City purchase order. Purchase orders issued pursuant to the pending work will include only the cost of labor, materials and parts as noted in the Price Schedule.

Large Projects: No single project estimated to cost over \$25,000 will be performed under the terms of this contractual agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

Workmanship and Inspection: All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any Contractor employee from the work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

Unsatisfactory Work: In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and shall correct the work at no additional cost to the City. All emergency work shall be corrected immediately. Non-emergency work shall be corrected within twenty-four (24) hours of notification.

Clean-Up: The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by the City's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

Protection Of Property: The Contractor shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the monies due the Contractor.

Protection Of Materials: It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the City's representative regarding any needed storage of materials, parts and equipment. Such storage shall be done in such a manner as not to interfere with the City's daily operations. Contractor shall be held reasonable for any and all accidents caused by negligence from this source. The City does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

Employees Of The Contractor: No one, except authorized employees of the Contractor, are allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor. At the City's option, security screenings of all Contractor employees performing work may be required.

CITY'S RESPONSIBILITIES:

The City's Facilities Maintenance Contract Manager (or his designee) shall be responsible for:

- Instructing the Contractor of the scope of work and of the materials and parts which may be needed, when applicable.
- Approving a record of time and materials used for the job and state on the work ticket that they have inspected and accepted the work performed and the date.
- In the event that overtime rates are required to complete the work, prior approval shall be obtained from the City's representative.
- Processing invoices for labor, materials and parts supplied and installed by the Contractor in a timely manner. Invoices shall show Contractor's actual cost of materials and parts (including any and all discounts offered by their supplier) plus the agreed upon percentage markup. Material and parts prices are subject to verification. The City reserves the right to furnish the necessary materials and parts, and may do so when deemed to be in its best interest of the City.

Payment: Payment will be made only after satisfactory completion of the work. Invoices approved by the Facilities Maintenance Contract Manager (or his designee) will be paid by the City within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices, along with signed work

report recording time and material for each job performed to the City's Facilities Maintenance Contract Manager or, Leisure Services Department, 501 N. Orchard Street, Ormond Beach, FL 32174. When billing by monthly statement, submit statements directly to the Accounts Payable office, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach FL 32174.

Evaluation Criteria: Proposals will be evaluated based on the following criteria:

- Contractor's Price. 50%
- Contractor's years of experience in the field. 20%
- Contractor's ability to meet all licensing and risk management requirements. 10%
- Contractor's references and past experiences. 20%

CONTRACTOR'S RESPONSIBILITIES:

Contractor's Qualifications: By responding to this Request for Proposal, the Contractor warrants and represents itself to be experienced and an expert in the field of service(s) contemplated. Contractor further understands that in awarding an agreement, the City of Ormond Beach is relying upon the representations and warranties of the Contractor(s) herein contained.

Contractors are required to be "certified contractors", licensed and insured in the State of Florida. Respondents shall accompany their proposal with a current copy of their contractor's license and insurance.

In addition to the above, each Contractor is required to submit the following information:

- A statement showing that the Contractor can meet all **licensing and risk management requirements** and has the experience, ability and equipment to perform the work described herein, and has been actively and regularly engaged in the business, performing the type of work described herein, for a minimum of five (5) years. Submit copies of current licenses and insurance.
- A list of **satisfactory references** for at least three (3) similar projects or work of a similar nature. For each reference, include the name and location of the project or work; the name, address, telephone and fax number of the project manager or authorized contact person; and a brief description of the work.

Proposals received without the requested information may be considered non-responsive.

Contractor General Supervision: Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the Contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with the City's Facilities Maintenance Contract Manager (or his

designee). The cost of Contractor's general supervision shall be an element of the Contractor's overhead burden in the applicable hourly labor rates.

Working Supervisor Defined: The Working supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, recordkeeping and reporting duties. Typical responsibilities of a Working supervisor shall include, but not be limited to, the following:

- Visits construction sites to determine equipment and materials needs and provides this information to the City's Facilities Maintenance Contract Manager (or his designee);
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications;
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established construction safety policies, procedures and regulations;
- Provides technical assistance to workers in the area of specialty;
- Reviews and resolves project quality, scheduling and progress problems;
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during nonworking periods and during emergencies;
- Working supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

Personnel: All Contractor personnel providing services to the City under the terms of this contract shall be full-time, permanent employees of the contracted company only, **unless** express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by the City's Facilities Maintenance Contract Manager (or his designee). The Contractor(s) shall only use tradesmen 18 years or older, who have not been convicted of a felony or first-degree misdemeanor.

Personnel Classifications: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual rates in the Price Schedule.

1. JOURNEYMAN shall have a minimum of five (5) years of experience.
2. APPRENTICE shall have a minimum of two (2) years experience working directly with a Journeyman.
3. HELPER shall have a minimum of one (1) year experience working directly with a Journeyman.
4. WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years experience, including two (2) years in a supervisory or leadership capacity.

NOTE: For those crafts and trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman, Apprentice and Helper standards.

Personnel Conduct: All individuals performing services under this contract shall adhere to City of Ormond Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any City sites. Additionally, all individuals will adhere to and comply with the requirements as generally set forth in the terms and conditions of this RFQ.

Contractor shall notify City personnel and follow customary check-in procedures when they are physically on-site at any City facility. All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e.- drivers license, ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

Work Proposals: Prior to performance of any work, the Contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by the City's Facilities Maintenance Contract Manager (or his designee). Failure to do this shall not excuse the Contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the Contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform the City's Facilities maintenance Manager (or his designee). Any work done after such discovery, without authorization, will be done at the Contractor's risk.

Based on the site examination, the Contractor shall submit a written work proposal detailing the required personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Price Schedule). Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. The Contractor will provide his own hand tools, including powered hand tools. The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by the City's Facilities Maintenance Contract Manager (or his designee). The City reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by the City without prior authorization from the City's Facilities Maintenance Contract Manager (or his designee).

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the City and Contractor for out-of-scope work. The Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Permits: Contractor is responsible for pulling all applicable permits and scheduling applicable inspections with the City's Building Inspections Office.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS:

The Contractor, including any Sub-Contractor's, shall be **registered** to do business in the City of Ormond Beach and shall provide proof of, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance and Service Bond** as specified in the attachment marked as: **Exhibit "A", Requirements of the City of Ormond Beach**, shall be incorporated in and made part of the contract documents.

SCOPE OF SERVICES:

The work will be performed on an "as-needed" basis. The work covered by this contract consists of repair, installation and/or renovation services, including, but not limited to: **overhead door / electric gates** (repair and installation, including welding and millwright services) **shade structures** (emergency removal, installation and repairs). The Contractor shall provide all the labor, materials and tools required to satisfactorily complete the Work.

The scope of each specific project will be identified by the City's Facilities Maintenance Contract Manager (or his designee) with sufficient detail to enable the Contractor to fully understand the scope of the work. A meeting with the Facilities Maintenance Contract Manager (or his designee) regarding the work may be held to further clarify all aspects of the project. If the work will exceed \$500, the Contractor will provide the City with the estimated cost for accomplishing the work, based on the labor, materials and parts rates as established in the contract agreement, and a **written project schedule**. This price and schedule will be reviewed by the City and if further negotiations are necessary, they will be conducted by the Facilities Maintenance Contract Manager (or his designee) with the Contractor. Once an agreement for the work has been established, the City will issue a Purchase Order to the Contractor. Small projects, not exceeding \$500 in total cost, can be verbally authorized by the City's Facilities Maintenance Contract Manager (or his designee). Inspection and contract administration for the projects will be performed by the City.

CONTRACTOR'S PROPOSAL:

Pursuant to the City of Ormond Beach's Request for Proposal (RFP No. 2021-22) including the Scope of Services and all terms, conditions, provisions and exhibits contained therein,

the undersigned Contractor hereby proposes to do all the work and furnish all superintendence, labor, machinery, equipment, tools, materials and parts necessary to perform and complete the work upon which he quotes, as detailed and set forth in this RFQ and binds himself, upon the City's acceptance of his proposal, to execute a contractual agreement with the City for performing and completing the said work within the required time, and furnish all guarantees, for the prices stated in the following Price Schedule for this **Miscellaneous Crafts and Trades Services (As-Needed)** project. It is understood that any quantities of work referenced in this RFP are only approximate and are subject to increase or decrease and the undersigned Contractor offers to do the work at the unit price(s) stated in the Price Schedule regardless of any actual quantities ordered.

Contractors may submit proposals for one, more than one, or all of the following fields of work.

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2021-22)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
OVERHEAD DOOR/ELECTRIC GATES		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2021-22)**

PRICE SCHEDULE

ITEM DESCRIPTION

Emergency Removal and Repair of Shade Structures

UNIT PRICE

- | | | |
|----|--|--------------------|
| 1. | Materials and Parts costing \$0-\$100 (percent above Contractor's cost) | _____ % |
| 2. | Materials and Parts costing over \$100 (percent above Contractor's cost) | _____ % |
| 3. | Labor (non-urgent service call) | \$ _____ /per hour |
| 4. | Labor (urgent service call) | \$ _____ /per hour |
| 5. | Labor (emergency service call) | \$ _____ /per hour |
| 6. | Labor (after hours service call) | \$ _____ /per hour |

Comments and/or explanation of other charges not included in the above: _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2021-22)**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

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

2.

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

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2021-22)

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Company Name

Authorized Signature

Print Name

Title

**City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2021-22)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
- i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

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

(b) Professional Services Contracts

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

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents,

whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

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

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled,

non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

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

**City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2021-22)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

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

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

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



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: July 20, 2021

Subject: Auto Renew Contract - Stanley Steamer Display

Commission Goal: Quality of Life - Other

Introduction

This is a disposition item notifying the City Commission of staff's intent to allow the auto renewal of the Stanley Steamer display agreement for one additional year.

Background

On November 5, 2018, Mr. Bill Jones came before the City Commission requesting to display the city-owned Stanley Steamer Rocket at his new Ormond Garage Brewery. The City Commission adopted Resolution No. 2018-139, authorizing an artifacts loan agreement to display the Stanley Steamer Rocket replica on the northwest corner inside the Ormond Garage Brewery.

Discussion

The City Commission authorized the execution of an agreement regarding the Stanley Steamer replica. The contract states that the agreement shall be for two (2) years beginning November 5, 2018, and may be renewed for one (1) year periods unless the agreement is terminated in writing by either party. This will be the second renewal of this agreement.

Budget Impact

There is no budget impact to this request.

Citizen Impact

The replica display will continue to allow Ormond Beach residents and visitors to experience a piece of the Ormond Beach racing heritage.

Recommendation

Staff's intent is to renew the agreement for one additional year, unless otherwise directed by the City Commission.

Attachments:

- Agreement (PDF)
- Resolution No. 2018-139 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/29/2021


Claire Whitley, Assistant City Manager 7/3/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

ARTIFACTS LOAN AGREEMENT

THIS AGREEMENT is 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 William H. Jones, Jr. ("Jones"), 460 Walker Street, Holly Hill, FL 32117.

WITNESSETH:

WHEREAS, the City is the owner of a three-quarter scale 1906 Stanley Steamer Rocket replica-automobile, an artifact of historical importance, hereafter referred to as "Automobile," which is currently located in the City's fleet maintenance building; and

WHEREAS, the Automobile is a replica and is not operational; and

WHEREAS, Jones is the owner of the Ormond Garage ("Garage") located at 48 W. Granada Boulevard, Ormond Beach, FL 32174; and

WHEREAS, the foregoing artifact is of historical importance and the City desires to loan the Automobile to Jones for public display at the Garage; and

WHEREAS, the Leisure Services Advisory Board and the Ormond Beach Historical Society have both unanimously recommended loaning the Automobile to Jones for public display at the Garage; and

WHEREAS, the Automobile will be prominently displayed in the window facing Granada Boulevard in the northwest side of Garage and Jones will have a contractor build a lexan display case covering and protecting the Automobile; and

WHEREAS, Jones has agreed to pay all costs and expenses, including property and liability insurance, incurred and associated with the display and transportation of the Automobile to the Garage; and

NOW THEREFORE, for and in consideration of the mutual covenants, promises and conditions herein contained, it is expressly agreed and understood as follows:

1. **PURPOSE:** The foregoing recitals are true, form material conditions for entering into this Agreement, and are incorporated herein by reference and made part hereof.

2. **TERM:** The term of this Agreement shall be for a period of two (2) years. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless the Agreement is terminated by either party, as provided in paragraph (7) herein.

3. **PROPERTY:** The following artifact shall be on loan from the City to Jones for the duration of this Agreement:

One (1) three-quarter scale Stanley Steamer Rocket replica-automobile

4. **RISK OF LOSS:** Jones shall at its sole expense insure the Automobile for its replacement value of \$500,000.00 for its transportation and public display for the duration of this Agreement. Jones shall at its sole expense transport the Automobile from the City's fleet maintenance building (500 N. Orchard Street, Ormond Beach, FL) to the Garage. Jones shall utilize a professional antique shipper to transport the Automobile. The method of shipping and the shipping company are subject to pre-approval by the City Leisure Services Director. Jones shall at all times material hereto bear the risk of loss or damage to the Automobile. The promises and covenants contained in this Agreement shall survive the termination of the Agreement.

5. **DISPLAY AND MAINTENANCE:** Jones shall at its sole expense, maintain and display the Automobile in a manner that is commercially reasonable for public viewing at the Garage, and shall provide such security as reasonably required to ensure its safe maintenance and public display. Jones shall at its sole expense maintain the condition of the Automobile in the same condition in which it existed at the time of its initial delivery to Garage. Further, upon the

termination of this Agreement, Jones shall at its sole expense return the Automobile to City in the same condition that it existed at the time of initial delivery to Jones.

6. **CONSIDERATION:** Jones shall not be required to pay any monetary consideration to the City for the public display and use of the Automobile. Jones shall display a sign indicating that the Automobile is on loan from the City, which sign shall prominently incorporate the City's trademarked "Birthplace of Speed" logo. The parties further acknowledge that the covenants, promises and conditions herein contained constitute good and valuable consideration for entering into this Agreement.

7. **TERMINATION:** This Agreement may be terminated as follows:

FOR CAUSE:

The City may immediately terminate this Agreement for cause and promptly regain possession of the Automobile upon giving written notice of such termination, as a result of a material breach by Jones of any covenant, promise or condition herein contained that unduly jeopardized the safety, or adversely affects the value or condition of the Automobile in each instance.

The City may terminate this Agreement for cause upon giving thirty (30) days' prior written notice, as a result of a material breach by Jones of any covenant, promise, or condition herein contained, that does not unduly jeopardize the safety, or adversely affect the value or condition of the Automobile in each instance.

WITHOUT CAUSE:

Either party may terminate this Agreement for any reason and without penalty by providing at least ninety (90) days' prior written notice to the other party of their intent to terminate.

Upon the termination of this Agreement, Jones shall, at his sole expense, promptly return the Automobile to the City.

8. **NOTICES:** All notices required hereby shall be provided by certified mail, return receipt requested, to the parties at the following addresses, or at such other address as may be designated 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

William H. Jones, Jr.
460 Walker Street
Holly Hill, FL 32117

9. **WAIVER:** A waiver of any covenant, promise or condition herein by any party to this agreement shall not constitute a subsequent or continuing waiver of the same or any other covenant, promise or condition by the waiving party.

10. **SEVERABILITY:** In the event any part of this Agreement shall be declared to be null and void and of no effect by a court of competent jurisdiction, the remaining parts of this Agreement shall continue in force and effect.

11. **LAW APPLICABLE:** This Agreement shall be governed by the law of the State of Florida.

12. **VENUE:** Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court in and for Volusia County, Florida. Venue in any other jurisdiction, whether it be any other state or federal venue, is hereby expressly waived.

13. **SOVEREIGN IMMUNITY:** The City expressly retains all rights, privileges, benefits, and immunities of sovereign immunity. This provision shall be construed broadly in favor of the City.

14. **ATTORNEYS FEES AND COSTS:** As a result of any action or proceeding regarding this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and all taxable costs, through and including any and all appeals, in addition to any damages which may be awarded.

15. **EXECUTION OF AGREEMENT:** This Agreement shall be executed in duplicate originals, and each party shall be entitled to retain an original hereof.

16. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and complete agreement of the parties, and no amendment hereof shall be effective unless the same is reduced to writing and signed by all parties.

17. **EFFECTIVE DATE:** This Agreement shall become effective on the date it is last signed by the respective parties.

DATED this 5 day of November, 2018.

Witnesses:

CITY OF ORMOND BEACH

Wendy J. Nichols
Print name: Wendy J. Nichols

By: Bill Partington
BILL PARTINGTON
Mayor

Andrew Moss
Print name: Andrew Moss

Attest: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 29 day of OCT., 2018.

Witnesses:

Donor Burt
Print name: Donor Burt

John Mullen
Print name: John Mullen

WILLIAM H. JONES, JR.

[Signature]
William H. Jones, Jr.

Attest: [Signature]

Print: Stefan Sibley

Title: Assistant LS Director

RESOLUTION NO. 2018-139

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ARTIFACTS LOAN AGREEMENT BETWEEN THE CITY AND WILLIAM H. JONES, JR. REGARDING THE STANLEY STEAMER REPLICA; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute an Artifacts Loan Agreement between the City and William H. Jones, Jr. for the purposes stated therein (a copy of which is attached hereto and incorporated herein by reference).

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

APPROVED AND AUTHENTICATED this 5th day of November, 2018.



BILL PARTINGTON
Mayor

ATTEST:



LISA DAHME
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: Joyce A. Shanahan, City Manager

Date: July 20, 2021

Subject: City Manager Status Report - July 2021

Commission Goal: Governance - Other

Introduction

This item provides the City Commission monthly information regarding City activities.

Background

In order to keep the City Commission informed on a variety of issues in a comprehensive and timely manner, staff provides this report regarding the status of city-wide activities. The purpose of the report is to highlight general information in the various areas of business such as financial, economic development, capital projects, planning and building activities.

Discussion

Reports

Please see the following reports attached to this memo:

1. Building Permit Activity June 2021
2. Capital Improvements Program (CIP) Status Report July 2021
3. Planning Memorandum June 29, 2021
4. Development Activity Report June 2021
5. Financial Status Report May 2021
6. Economic Development Report June 2021
7. First Step Shelter Monthly Update May 2021

Updates

1. Parks & Recreation Master Plan

- The Master Plan Committee is preparing for the **August 17 workshop with the Commission** and joint LSAB/QLAB board meeting. The results of the statistically valid survey have been compiled into a report and are

currently being reviewed by the Master Plan Committee. Any results that require further detail will be developed into a short follow-up survey and available electronically to residents. The Committee is also selecting stakeholders to attend the visioning workshop, based on the information received in the report. The next public meeting will be held in October where further visioning activities will occur with participation from residents.

2. Performing Arts Center Grant

- The **Friends of the Performing Arts Center Committee** went **before the Daytona Racing and Recreational Facilities District Grant Committee** on July 13, 2021 requesting \$300,000 for renovations of the Performing Arts Center lobby. **They were awarded \$162,500, the highest award of any applicant.** The Friends of the Performing Arts Center Committee was encouraged to reapply for the grant again in the fall for the remaining funding originally requested. At their January 2022 meeting, the Daytona Racing and Recreational Facilities District Grant Committee will be awarding additional funding to support important local civic projects such as this.

3. CIP Projects

MacDonald House

- **The MacDonald house has completed work on the east, west, and south sides.** City staff is **working** with the contractor to **finalize a construction plan**, and acquire estimated costs **to address the north side of the building** and to finalize work on the building exterior.

U.S. 1 Water Main and Force Main Improvements

- The **North US-1 Water Main and Force Main project is in its final phase**; the contractor has begun the clearance process for both the water main and force main. **Once cleared by the Health Department, the mains will be placed into service and connections to customers can be made.**

Roadway Repaving

- **Roadway repaving bids were opened** on July 6. City staff is finalizing contracts and will **bring this contract for execution at the August 4, 2021, meeting.**

Sewer Lining and Manhole Repairs

- **Sewer lining and manhole repairs are complete. Sixteen (16) manholes were rehabilitated** and included several in the Airport Business Park. Additionally, the **sewer main in the area of Sanchez Ave. and N. Yonge St. were lined with a cured-in-place liner that should last for another 75 years.**

Announcements

FDOT Workshop

Please hold the following dates for a **Transportation Workshop with FDOT**. City staff is working with FDOT staff on their availability:

- Wednesday, August 11, 2021 at 5:30 p.m.
- Tuesday, August 24, 2021 at 5:30 p.m.
- Wednesday, August 25, 2021 at 5:30 p.m.

Parks and Recreation Masterplan Workshop

- August 17, 2021 at 5:30 p.m.
- January 18, 2022 at 5:30 p.m.

Recommendation

This report is for informational purposes and acceptance is recommended. Any additional information or clarification will be provided upon request, and staff will plan to proceed as directed.

Attachments:

- Building Permit Information June 2021 (PDF)
- CIP Status Report July 2021 (PDF)
- Planning Memorandum June 29, 2021 (PDF)
- Development Activity Report June 2021 (PDF)
- Financial Status Report May 2021 (PDF)
- Economic Development Report June 2021 (PDF)
- First Step Shelter Update May 2021 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 7/12/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/15/2021

Monthly Building Permit Summary

June 2021 versus June 2020 and year to date:

Total Building Permits Issued, including	<u>June 2021</u>	<u>June 2020</u>	<u>FY2020-21</u> <u>year to date</u>	<u>FY2019-20</u> <u>year to date</u>
Business Fire Inspection	5	7	54	146
Business Tax Receipt	5	16	80	35
Commercial Alterations	4	0	49	41
Commercial Buildings	0	0	7	5
Commercial Re-roof	2	3	30	25
Demolition	3	2	16	9
Dock	2	1	19	15
Doors	23	22	245	193
Driveways	10	11	98	88
Electrical (residential & commercial)	38	36	213	204
Fire Protection Systems	1	4	35	33
Fences	37	38	339	255
Garage or Carport	2	2	29	14
Gas	11	15	54	50
Generator	11	18	52	54
Mechanical (residential & commercial)	112	111	791	693
Mobile home set-up	5	4	34	13
Multi-Family Homes	0	0	0	18
Other categories (all other permits not listed)	37	19	303	248
Plumbing (residential & commercial)	11	4	98	86
Residential Remodel/Additions	14	19	95	83
Residential re-roof	108	89	890	687
Screen room/hard roof	7	4	38	26
Screen enclosure only	4	5	37	26
Shed	8	2	32	33
Signs	40	7	96	58
Single Family Homes	19	16	108	88
Solar	13	11	68	63
Special Events	4	1	34	92
Swimming pool	12	9	86	83
Utility connection only	14	4	60	44
Windows	71	56	394	370
Total permits	633	536	4,484	3,877
Total Valuation	\$15,047,021	\$9,903,150	\$123,752,904	\$103,393,615

CAPITAL IMPROVEMENT STATUS - July 2021

	Status	Project Manager	Engineer/ Architect	Contractor	CIP Budget	Const Contract \$	Design Start	Bid Award	Const NTP	% Complete
Construction										
2021 Sewer Lining & Manhole Repair	Project is complete. Sewer mains in the Sanchez Avenue and North Yonge Street area were lined with a cured-in-place liner. Additionally 16 manholes were rehabilitated include several in the Airport Business Park.	Alex Schumann	In-House	APT, LLC	\$ 300,000	\$ 133,672		12/20	2/21	100%
56 North Beach Street Demolition & Parking Lot Construction	Silt fence installed	Alex Schumann	Const Mgr	AM Weigel	\$ 155,000	\$ 150,506		5/21		
Downtown Banner Pole	Long lead time materials are on order	Alex Schumann	LTG	Chinchor Electric	\$ 97,000	\$ 94,248		3/21		
Florence St On-Street Parking	Project complete	Alex Schumann	In-House	P&S Paving	\$ 65,000	\$ 62,649		1/21	4/21	100%
Granada Mid-Block Crossing - Project funded 100% by FDOT	Shop drawings are approved, long lead time materials are on order	Alex Schumann	FDOT/SDR	Carter Electric	\$ 68,000	\$ 62,491		1/21		
MacDonald House Restoration - Ph I	The original scope of work for the East and West walls is complete. The restoration work went better than expected and the Contractor was also able to complete work on the South wall within the current authorized expense. Staff is working with the Contractor to finalize a construction plan and acquire estimated costs to address the North side of the building - which will finalize work on the building exterior.	George Lavatelli	Const Mgr	AM Weigel	\$ 538,573	\$ 448,650		12/20	1/20	71%
North US1 WM/FM Improvements	The Contractor has begun the Health Department clearance process for both the water main and force main. When cleared, the mains will be placed into service and customer connections can be made.	Alex Schumann	Mead Hunt	Hazen Construction	\$ 3,155,000	\$ 2,673,200		8/20	9/20	83%
Nova Comm Park Tennis Court Lighting	Long lead time materials are on order	Alex Schumann	Const Mgr	AM Weigel	\$ 335,000	\$ 330,385		5/21		
Riviera Park Pedestrian Signals	Permit modification required additional signage and stop bars	Cara Culliver	In-House	Economy Electric	\$ 26,000	\$ 17,850			2/21	50%
Wilmette Stormwater Pump Station	Shop drawings are under review	George Lavatelli	McKim/Creed	JD Weber Construction	\$ 550,000	\$ 512,153		2/21		5%
WRF Chlorine Contact Chamber Impvmts	Shop drawings are under review	Alex Schumann	Mead Hunt	SGS Contracting Svcs	\$ 760,000	\$ 707,700		5/21		
WTP Sludge Residuals Facility Impvmts	Building improvements are complete. New centrifuge installed, existing centrifuge is being connected to new control pane. Painting scheduled when interior work complete.	Lynn Carter	McKim/Creed	SGS Contracting Svcs	\$ 1,200,000	\$ 1,048,700		8/19	7/20	85%

	Status	Project Manager	Engineer/ Architect	Contractor	CIP Budget	Const Contract \$	Design Start	Bid Award	Const NTP	% Complete	7.R.b
Bidding											
2021 Road Resurfacing	Bids were opened on July 6 and are under review	Cole Buck	In-House		\$ 450,000						
CDBG Fleming Playground	Proposals were received on July 8, Ranking Committee will score on July 16	Cara Culliver	In-House		\$ 129,803						
SONC Gym	Bid Award Scheduled for July 20 CC Mtg	Cole Buck	Zev Cohen		\$ 1,100,000						
Design											
Airport Access Roads	Design in process	Steven Lichliter	HTA		\$ 83,000		6/20			92%	
Airport Business Park Drive Ph II	Design in process	Alex Schumann	Zev Cohen		\$ 105,000		7/20			82%	
Airport Reconstruct Taxiway B	Design in process	Steven Lichliter	HTA		\$ 69,000		2/21			98%	
Airport Rehabilitate Taxiway D	Design in process	Steven Lichliter	HTA		\$ 143,000		10/20			98%	
Cassen Park Impvmts	Design in process	Alex Schumann	Mynchenberg & Hall/Ogle		\$ 65,000		10/20			57%	
Doug Thomas Way Extension	Survey in process	Alex Schumann	Upham		\$ 90,000		6/21				
Facility Hardening	Design in process	Cole Buck	DJDesign		\$ 20,000		5/21			30%	
South Beach Street WM Replacement	Design in process	Lynn Carter	In-House				2/21			90%	
WM Replacement Ph 4-Mainland	Design in process	Cole Buck	Zev Cohen		\$ 250,000		4/21			20%	
WM Replacement Ph 4-Peninsula	Design in process	Lynn Carter	McKim/Creed		\$ 250,000		4/21			10%	
WRF Upgrades	Design kick-off meeting held on July 8	Lynn Carter	Mead Hunt		\$ 170,000		7/21				

**CITY OF ORMOND BEACH
FLORIDA
PLANNING MEMORANDUM**

TO: City Commission
Joyce A. Shanahan, City Manager
Terri Hamsher, Executive Secretary
Randy Hayes, City Attorney
Claire Whitley, Assistant City Manager

Steve Johnson, GIS
Wendy Hontz, Assistant City Clerk
Cassidi Ritz, Office Assistant
Cindy Pinizzotto, Senior Paralegal
Angela Reib, Paralegal

FROM: Steven Spraker, AICP, Planning Director

DATE: June 29, 2021

SUBJECT: Agendas for Upcoming Meetings

Listed below are the preliminary agenda items for upcoming meetings. This list is to help prepare you in advance to meet advertising, notice and report writing deadlines. Please let me know at your earliest convenience if there are any problems with these items.

MTG. DATE	MTG.	TO LEGAL BY:	ITEM				
7/7	BOAA		1 Palmetto Dunes Circle				
7/8	PB		Canceled				
7/13	BFAB		Canceled				
7/19	HLPB						
7/20	CC		Resolution				
			Item	Letter	To NJ	NJ Ad run	Post
			Banner exemption extension	NA	NA	NA	NA
			TPO Funding Agreement	NA	NA	NA	NA
			Verona Villas easement acceptance	NA	NA	NA	NA
			1st reading				
			Item	Letter	To NJ	NJ Ad run	Post
			LDC Amendment - Off Road recreational vehicle course	NA	7/6	7/10	NA
			LDC Amendment – Food trucks	NA	TBD	TBD	NA
			LDC Amendment – Car/motorcycle washes	NA	TBD	TBD	NA
			LDC Amendment – Gas canopies	NA	TBD	TBD	NA
			Ormond Gateway plat	NA	NA	NA	NA
			Discussion item				
			Item	Letter	To NJ	NJ Ad run	Post
			[T] MacDonald House naming discussion (BW)	NA	NA	NA	NA

7.R.c

MTG. DATE	MTG.	TO LEGAL BY:	ITEM																																																																						
WED 8/4	CC		DATE CHANGE – WEDNESDAY Consent Agenda <table><tr><th>Item</th><th>Letter</th><th>To NJ</th><th>NJ Ad run</th><th>Post</th></tr><tr><td>Ormond Crossings Annual Update – Disposition item</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr></table> 1st reading <table><tr><th>Item</th><th>Letter</th><th>To NJ</th><th>NJ Ad run</th><th>Post</th></tr><tr><td>Planning fee update</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr><tr><td>Building fee update</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr><tr><td>LDC Amendment – Utility line extensions</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr><tr><td>LDC Amendment – Downtown Overlay District</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr><tr><td>LDC Amendment – Floodplain</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr><tr><td>LDC Amendment – Sidewalks</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr></table> 2nd reading <table><tr><th>Item</th><th>Letter</th><th>To NJ</th><th>NJ Ad run</th><th>Post</th></tr><tr><td>LDC Amendment - Off Road recreational vehicle course</td><td>NA</td><td>7/19</td><td>7/24</td><td>NA</td></tr><tr><td>LDC Amendment – Food trucks</td><td>NA</td><td>7/19</td><td>7/24</td><td>NA</td></tr><tr><td>LDC Amendment – Car/motorcycle washes</td><td>NA</td><td>7/19</td><td>7/24</td><td>NA</td></tr><tr><td>LDC Amendment – Gas canopies</td><td>NA</td><td>7/19</td><td>7/24</td><td>NA</td></tr></table>	Item	Letter	To NJ	NJ Ad run	Post	Ormond Crossings Annual Update – Disposition item	NA	NA	NA	NA	Item	Letter	To NJ	NJ Ad run	Post	Planning fee update	NA	NA	NA	NA	Building fee update	NA	NA	NA	NA	LDC Amendment – Utility line extensions	NA	NA	NA	NA	LDC Amendment – Downtown Overlay District	NA	NA	NA	NA	LDC Amendment – Floodplain	NA	NA	NA	NA	LDC Amendment – Sidewalks	NA	NA	NA	NA	Item	Letter	To NJ	NJ Ad run	Post	LDC Amendment - Off Road recreational vehicle course	NA	7/19	7/24	NA	LDC Amendment – Food trucks	NA	7/19	7/24	NA	LDC Amendment – Car/motorcycle washes	NA	7/19	7/24	NA	LDC Amendment – Gas canopies	NA	7/19	7/24	NA
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8/16	HLPB																																																																								
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9/8	CC		
9/9	PB		
9/20	HLPB		
9/22	CC		
10/6	BOAA		
10/5	CC		
10/12	BFAB		6:00pm Administrative items and Brownfield 101 presentation
10/14	PB		
10/18	HLPB		
10/19	CC		
11/2	CC		
11/3	BOAA		
11/11	PB		
11/15	HLPB		
11/16	CC		
12/1	BOAA		
12/7	CC		
12/9	PB		
12/20	HLPB		

#	Long Term Projects	Staff Contact
1.	FDEP Resiliency Grant (grant awarded)	BW
2.	Park and Recreation Master Plan – ongoing	CC/BW/SSS//LS
3.	Impact Fee update – awarded on the 5/18 CC agenda	SSS/BW
4.	Sidewalk banding – option selected by Design Committee – included in budget process	SSS/CC
5.	Creation of I-2 zoning District – on hold	NE
6.	Pending public hearing items: 1. Tymber Creek Apartments (awaiting resubmittal) 2. Tattersall at Tymber Creek PRD (1st submittal, revisions needed) 3. Courtyards (no application) 4. Interchange Depot PBD (1st submittal in review) 5. 33 Ocean Shore Boulevard, Bed and Breakfast (no application) 6. MacDonald House renaming recommendation (discussion item scheduled) 7. Former Tomoka Oaks Golf Course (no application)	SSS/BW/NE/RG
7.	Tyler and Berry Dunn Energov implementation – December 2021	
8.	Cabinet Wraps & Public Art – Downtown – Request for Proposals (in CAO)	BW/SSS
9.	Floodplain Management LDC Amendment for CRS compliance	BW
10.	Comprehensive Plan/LDC Amendments based on state amendments	BW
11.	CRS 5-year Cycle Visit (2022)	BW

VACATION/CONFERENCE SCHEDULE

EMPLOYEE	TIME OUT
Steven Spraker	07/9/21-7/16/21



CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- ▲ Utility Provider Only

RESIDENTIAL PROJECTS

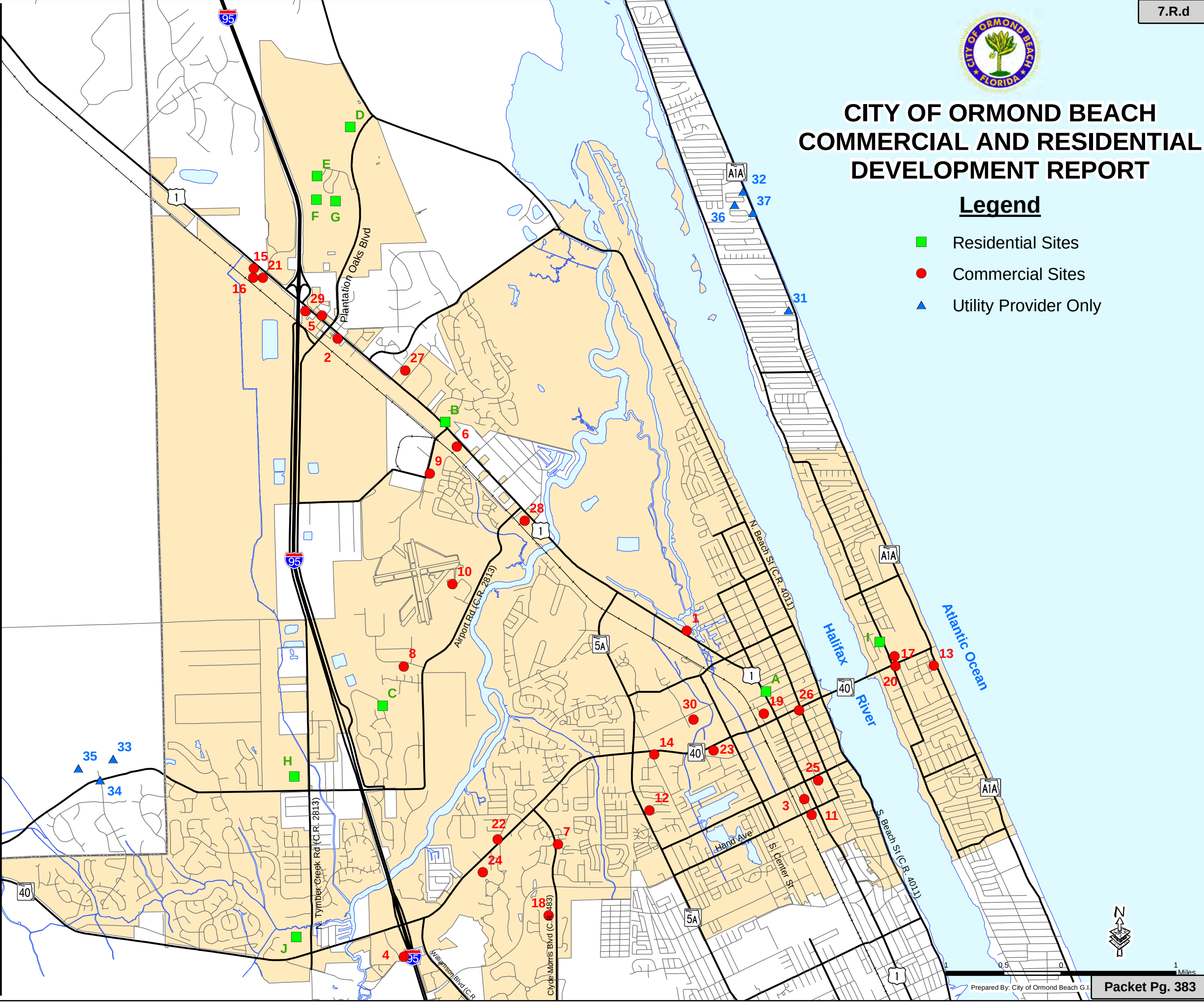
- A Courtyards at Ormond
- B Ormond Grande
- C Pineland Subdivision - Phase 4 & 5
- D Plantation Oaks - 1A
- E Plantation Oaks - 2B
- F Plantation Oaks - 2C
- G Plantation Oaks - 2D
- H Tattersall at Tymber Creek
- I The Cupola at Oceanside
- J Tymber Creek Apartments

COMMERCIAL PROJECTS

- 1 783 North US Hwy 1 - Campana
- 2 ACE Hardware
- 3 Air One
- 4 All Aboard Storage - Interchange Depot
- 5 Dunkin Donuts
- 6 Edgewell Loading Dock
- 7 Falls Guard House Modification
- 8 Germfree Driveway Addition
- 9 Hull Road RV and Boat Storage
- 10 KOMN Condominium Association INC
- 11 McNamara Warehouse
- 12 Nova Road Climate Controlled Storage
- 13 Ocean Club Ormond Beach
- 14 Ormond Central
- 15 Ormond Gateway
- 16 Ormond Gateway Final Plat
- 17 Ormond Memorial Art Musuem
- 18 Paradise Point ALF
- 19 Perrott Depot
- 20 Publix Remodel
- 21 RaceTrac
- 22 Revella at Ormond Beach ALF
- 23 Shoppes at Granada Pointe
- 24 Shoppes on Granada Phase 2 - Starbucks
- 25 SONC Gymnasium
- 26 The Pumphouse
- 27 Total Comfort
- 28 US 1 Business Park Amendment
- 29 Waffle House
- 30 YMCA - Phase 3 Improvements/Amendment

ORMOND BEACH - UTILITY PROVIDER ONLY

- 31 101 Town and Country Lane
- 32 2284 Ocean Shore Boulevard
- 33 Celedine Subdivision
- 34 Force Main Extension (Flagler)
- 35 Iris Subdivision (Flagler)
- 36 Ocean Village Townhomes
- 37 Verona Oceanside



1 Miles

Prepared By: City of Ormond Beach G.I.

City of Ormond Beach Commercial Development Report, as of July 1, 2021

Applications, site plans, and public hearing documents may be viewed at the Planning Department website:

<http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc-tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	783 N US HWY 1, CAMPANA 783 N US HWY 1 PZ# 2016-010	Construction of a 1,216 SF building for kayak rental & repair and associated site improvements on a 1.03 acre site.	11.06.15	11.20.15	02.03.16	03.11.16	05.20.16	Not applicable	Not applicable	Not applicable	05.24.16	Under Constr.		Issued 09.25.17	\$80,000	Issued 05.27.16	\$35,000	55%		E = Alann Engineering Group ARC/E: W.A. Cross O = Steven Campana
2	ACE HARDWARE 1480 N. U.S. Highway 1 PZ# 2021-011	Construction of a two (2) story building of approximately 16,853 SF that proposes retail activity including a garden center (defined as outdoor activity) of 2,566 SF	11.12.20	12.07.20	02.24.21	04.01.21		Not applicable	03.11.21 Approved	04.20.21 & 05.04.21 (Approved)	05.05.21	Under Constr.		In review	\$1,248,910	Issued 05.18.21	\$487,479	10%		E = Newkirk Engineering, Inc. ARC = DJ Design, Inc. O = Gross Family Properties NG, LLC
3	AIR ONE 390 Andalusia Avenue PZ# 2021-048	Construction of a 2,500 square foot storage/warehouse building on a 1.1 acre property.	04.07.21	04.28.21	06.15.21			Not applicable	Not applicable	Not applicable										E = Newkirk Engineering, Inc. O = Francis Family LLC
4	ALL ABOARD STORAGE, INTERCHANGE DEPOT 295 Interchange Boulevard PZ#2021-072	Three storage facility of 111,825 square feet on a 2.94 acre parcel and associated site improvements	06.11.21	06.25.21				Required	Required	Required										E = Newkirk Engineering, Inc. O = Southwest I-95, LLC APP = 295 Interchange LLC
5	DUNKIN DONUTS 1535 North U.S. Highway 1 PZ# 2019-002	Demolition of existing gas station (1,254 SF) and construction of a Dunkin Donuts coffee shop (2,013 SF) building with drive thru and associated site improvements.	11.26.18	12.11.18	04.05.19	05.09.19		Not applicable	Not applicable	Not applicable	05.22.19	Under Constr.		Issued 02.02.20	\$300,000	Issued 07.17.19	\$71,500	20%		E = Anderson-Dixon, LLC O = Afshari 1535 LLC
6	EDGEWELL LOADING DOCK 1190 North U.S. Highway 1 PZ# 2019-119	Construct a loading dock expansion area of 1,240 SF to serve the north side of the Edgewell manufacturing plant.	09.23.19	10.07.19				Not applicable	Not applicable	Not applicable	11.20.19 Revised 05.21.20	Under Constr.		Issued 06.11.20	\$271,000	Issued 04.30.20	\$57,850	95%		E = Alann Engineering Group, Inc. O = Playtex Manufacturing, Inc.
7	FALLS GUARD HOUSE MODIFICATION 1 Falls Way PZ# 2021-064	Modification of the site's access to include a resident bypass lane and gated access.	04.30.21	06.02.21	Due 07.14.20			Not applicable	Not applicable	Not applicable										E = Zev Cohen & Associates O = Mhm communities
8	GERMFREE DRIVEWAY ADDITION 4 Sunshine Boulevard PZ# 2021-013	Add new inbound driveway to existing facility. No new building square footage.	11.12.20	11.29.20				Not applicable	Not applicable	Not applicable	12.11.20	Under Constr.		Not applicable	Not applicable	Issued 12.6.20	\$62,694	85%		E = Mark Dowst & Associates, Inc. O = OBKEL LLC
9	HULL ROAD RV & BOAT STORAGE 835 Hull Road PZ# 2021-006	Proposed RV & Boat storage of 20 spaces and associated site improvements on a 0.78 acre parcel.	11.18.20	12.01.20				Not applicable	Not applicable	Not applicable	04.16.21	04.16.23		Not applicable	Not applicable	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BMill Inc.
10	KOMN CONDOMINIUM ASSOCIATION INC 85 Hanger Way PZ# 2021-014	Construction of two hangers. Lots 1 & 2 are 1.63 acres and propose a building of 15,720 SF. Lot 3 is 2.24 acres and propose a building of 23,520.	11.25.20	12.15.20				Not applicable	Not applicable	Not applicable	12.23.20	12.23.22		In review	\$1,213,000	Issued 04.01.21	\$217,441.65	15%		E = Newkirk Engineering, Inc. APP = KOMN Condominium Association, Inc. O = City of Ormond Beach
11	McNAMARA WAREHOUSE 460 Andalusia Avenue PZ# 2021-030	Construction of an 840 square foot warehouse and associated site improvements on a 0.10 acre property.	01.12.21	01.28.21	03.16.21			Not applicable	Not applicable	Not applicable	04.27.21	04.27.23		In review	\$54,400	Issued	\$2,000	0%		E = Parker Mynchenberg & Associates, Inc. O =McNamara Construction
12	NOVA ROAD CLIMATE CONTROLLED STORAGE 263 South Nova Road PZ# 2019-109	Development of an indoor climate controlled storage facility on 3.11 acres. Building proposed at 780 storage units in a 94,921 SF building.	07.31.19	08.14.19	10.24.19	12.03.19	12.23.19	08.27.19 11.20.19	01.09.20	01.21.20 02.04.20	03.02.20	Under Constr.		Issued 11.17.20	\$5,977,267	Issued 07.15.2020	\$446,083	75%		O = MV Commercial Development, LLC E = Zev Cohen & Associates, Inc. ARC = BPF Design Incorporated
13	OCEAN CLUB ORMOND BEACH 88 South Atlantic Avenue PZ# 2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF) and related site improvements.	01.15.19	01.31.19	06.06.19	06.03.21	Due 07.14.20	06.19.19	07.11.19	08.20.19 & 11.05.19 - Approved				Not applied	Not applied	Not applied	Not applied			E = The Performance Group O = 88 South Atlantic, LLC
14	ORMOND CENTRAL 1 South Old Kings Road PZ# 2015-072	Proposed 4 unit, 8.72 acre commercial development. Project proposes site improvements to develop 4 pad ready sites.	04.09.16	04.26.16	11.16.16	02.01.17	08.02.17	08.30.17	10.12.17 Recommended Approval	11.21.17 & 12.05.17 Approved	12.08.17	Vested with demolition		Not applied	Not applied	Not applied	Not applied			O = Ormond Central Investors, LLC E = Newkirk Engineering, Inc.

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15	ORMOND GATEWAY 1670 North U.S. Highway 1 PZ# 2020-091	Development of a three lot commercial subdivision and associated site improvements.	09.11.20	10.06.20	12.16.20	02.01.20		Not applicable	01.14.21 Approved	2.16.21 Approved	03.01.21	03.01.23		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen and Associates O = Destination Interchange, LLC
16	ORMOND GATEWAY FINAL PLAT 1670 North U.S. Highway 1 PZ# 2020-047	Development of a three lot commercial subdivision and associated site improvements.	04.22.21	05.12.21	06.17.21			Not applicable	Not applicable	07.20.21 & 08.04.21	SPRC 06.22.21	NA		Not applicable	Not applicable	Not applicable	Not applicable			E = Zev Cohen and Associates O = Destination Interchange, LLC
17	ORMOND MEMORIAL ART MUSEUM 78 East Granada Boulevard PZ# 2020-008	Expansion of the existing footprint and related site improvements.	08.10.20	08.27.20	11.03.20			09.30.20	08.13.20 - Special Exception for signage	09.23.20 - Special Exception for signage	12.11.20	Under Constr.		Issued 12.29.20	\$3,074,000	Issued 12.29.20	\$76,296	30%		E = Parker Mynchenberg & Associates, Inc. O - City of Ormond Beach ARC - BPF Design
18	PARADISE POINT ALF 350 Clyde Morris Boulevard PZ# 2021-015	87 unit Assisted Living Facility (ALF) for 100 residents. Total SF of 73,952 on a 12.05 acre parcel.	11.20.20	12.15.20	04.27.21			02.11.21	Not applicable	Not applicable	05.24.21	05.24.23		In review	\$12,463,061	Issued 06.10.21	\$1,313,449	5%		E = Mark Dowst & Associates, Inc. APP = Paradise Pointe of Ormond Beach, LLC ARC = BPF Design, Inc.
19	PERROTT DEPOT 29 North Perrott Drive PZ #2021-029	Redevelopment of 1.86-acre site that has an existing 4,834 distribution/warehouse use to include 12,540 square feet of self-storage buildings.	01.12.21	02.02.21	03.19.21	05.24.21		02.17.21	Not applicable	Not applicable	06.08.21	06.08.23		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Hand & Yonge, LLC ARC = BPF Design, Inc.
20	PUBLIX REMODEL 101 East Granada Boulevard PZ# 2021-001	Parking lot renovations and addition of a generator.	10.01.20	10.20.20				Not applicable	Not applicable	Not applicable	12.18.20	Under Constr.		Issued 11.03.20	\$3,000,000	Issued 01.15.21	\$295,000	70%		E = Germanna Engineering & Associates, LLC O = Publix Super Markets, Inc. ARC = Little Diversified Architectural Consulting
21	RACETRAC 1662 North U.S. Highway 1 PZ# 2021-033	Construction of an 8,100 travel center with 20 fueling positions for passenger cars and 8 fueling positions for trucks on a 5.47 acre parcel and associated site improvements.	01.17.21	02.04.21				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Traffic Engineering Data Solutions, Inc. O = RaceTrac Petroleum, Inc. ARC = brr Design Professionals
22	REVELLA AT ORMOND BEACH ALF 1211 West Granada Boulevard PZ# 2021-073	150 resident Assisted Living Facility on 5.54 acres and associated site improvements	05.29.21	06.27.21				06.28.21	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = 1245 Blvd. Investors, LLC APP = Ormond Beach Investments, LLC
23	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ# 2019-120	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	10.17.19	11.04.19	12.02.19			Not applicable	Not applicable	Not applicable	12.14.19	12.14.21	12.14.22	Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
24	SHOPPES ON GRANADA, PH2 STARBUCKS 1246 West Granada Boulevard PZ# 2018-124	a drive-thru restaurant of 2400 SF and associated site improvements.	10.24.18	11.12.18	04.28.19	06.03.19		See Shoppes 06.05.17	Special Exception 06.13.19	Approved 07.30.19	06.24.20	Under Constr.		Issued 01.14.21	623,000	Issued 12.09.20	\$214,500	80%		E = Upham, Inc. O = 2017 Granada II Ormond LLC ARC = FWH Architects, Inc.
25	SONC GYMNASIUM 176 Division Avenue PZ# 2021-008	Construction of a gymnasium of 7,429 SF over existing outdoor basketball court.	11.11.20	11.24.20	01.26.21			Not applicable	Not applicable	Not applicable	02.21.21	02.21.23		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = City of Ormond Beach ARC = DJ Design, Inc.
26	THE PUMPHOUSE 100 West Granada Boulevard PZ# 2018-088	Project purchased the abutting building at 100 West Granada Boulevard and proposes the restaurant at this location with 30 seats. The existing building at 100 West Granada Blvd. would remain.	07.09.18	07.24.18	04.25.19	06.17.19	Revision 09.17.20	Not applicable	08.09.18 Approved	09.19.18 Approved	08.05.19 revised 12.23.2019	Under Constr.		Issued 10.29.19	\$147,000	Issued 11.01.19	\$215,000	55%		E = Finley Engineering Solutions, Inc O = Highlander Corporation
27	TOTAL COMFORT 1345 North U.S. Highway 1 PZ# 2018-080	A phased development. Phase 1 is an RV and Boat facility of 150 spaces. Phase 2 is two 15,370 SF building with associated site improvements. Total site is 11.47 acres.	09.19.19	10.08.19				Not applicable	Outdoor storage 04.11.19	Outdoor Storage Approved 05.21.19	Revision 09.21.20	Under Constr.		Issued 02.01.21 &02.03.21	RV building = \$206,609 Office= \$1,608,639	Issued 07.31.19	\$1,529,684.52	55%		E = Parker Mynchenberg & Associates, Inc. App = Cameo Solutions, LLC ARC = BPF Design, Inc.

Applications, site plans, and public hearing documents may be viewed at the Planning Department website:

<http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc-tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
28	US 1 BUSINESS PARK AMENDMENT 1044 North U.S. Highway 1 PZ# 2020-075	US 1 business park addition of warehouse and miniwarehouse. Building 1 is 7,810 SF and building 2 is 6,600 SF.	07.31.20	08.17.20	09.28.20			Not applicable	10.08.20	Approved 11.04.20 & 12.01.20	01.03.21	01.03.23		In review	\$430,000	Issued 04.07.21	\$250,879	20%		E = Alann Engineering Group, Inc. O = Triple Three Development, Inc.
29	WAFFLE HOUSE 1570 North U.S. Highway 1 PZ# 2021-031	. Remodel of the existing store to include parking lot repaving and additional landscape areas.	01.15.21	01.29.21	03.16.21			Not applicable	Not applicable	Not applicable	04.21.21	Under Constr.		Issued 03.08.21	\$450,000	Issued 05.03.21	\$72,968	20%		E = Contineo Group O = Waffle House
30	YMCA, PHASE 3 IMPROVEMENTS 500 Sterthaus Drive PZ# 2020-028	Addition of a 3,800 SF after school program building and playground and associated site improvements.	02.04.20	02.19.20				Not applicable	Not applicable	Not applicable	04.08.20	04.08.22		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen and Associates, Inc. ARC = BPF Design Incorporated O = Volusia Flagler Family YMCA
30	YMCA, PHASE 3 IMPROVEMENTS AMENDMENT 500 Sterthaus Drive PZ# 2021-076	Removal of after school building and updating of the playground area.	06.21.21	Due 07.05				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen and Associates, Inc. ARC = BPF Design Incorporated O = Volusia Flagler Family YMCA

Ormond Beach is Utility Provider Only																				
31	101 TOWN & COUNTRY LANE 101 Town & Country Lane PZ #2019-078	Utility connection for existing multi-family development.	05.07.19	06.10.19	07.07.19			Outside City	Outside City	Outside City	07.18.19	Under constr.	NA	Not applicable	Not applicable	Utilities only Issued 09.11.2019	\$126,650	40%		E = Ultra Design Consultant, Inc.
32	2284 OCEAN SHORE BOULEVARD 2284 Ocean Shore Boulevard PZ-2021-045	Septic to sewer connection	03.21.21	04.05.21				Outside City	Outside City	Outside City	06.15.21			Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = Steven Sahai
33	CELEDINE SUBDIVISION (FLAGLER) PZ# 2021-069 Flagler County	Utility connection for 99 single-family homes	05.12.21	06.07.21				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
34	FORCE MAIN EXTENSION (FLAGLER) PZ# 2021-070 Airport Road right-of-way	Force main extension in Flagler County (Hunter's Ridge DRI)	05.12.21	06.07.21				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
35	IRIS SUBDIVISION (FLAGLER) PZ# 2021-071 Flagler County	Utility connection for 76 single-family homes	05.12.21	06.07.21				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
36	OCEAN VILLAGE TOWNHOMES Starlight Drive (3227-00-02-0090) PZ# 2020-056	19 unit townhome development on 3.75 in Volusia County.	05.21.20	06.03.20				Outside City	Outside City	Outside City	07.17.20	07.17.22	NA	Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group, Inc. O = Cornelius Prior APP = John Wine
37	VERONA OCEANSIDE PZ #2020-011 2162 Ocean Shore Boulevard	Volusia County project. Replat of 3.50 acres into 5 single-family lots and 18 multi-family townhome lots.	12.08.19	12.27.19	06.08.20			Outside City	Outside City	Outside City	06.18.20	06.18.22	NA	Not applicable	Not applicable	Utilities only Issued 05.19.21	\$117,270	0%		O = MHK Of Volusia County E = Parker Mynchenberg & Associates

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

City of Ormond Beach Residential Development Report, as of July 1, 2021

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	COURTYARDS AT ORMOND 135 North Yonge Street PZ# 2021-079	Construct a 3 unit, 10,889 square foot retail building and a 48 unit multi family apartment complex.	06.17.21	Due 07.01.21													E = Parker Mynchenberg & Associates O = CST Holdings, LLC ARC = BPF Design
B	ORMOND GRANDE North US 1 - 1200 block PZ# 2019-096	Construct 3,600 SF industrial building and 60 lot residential townhome development.	07.09.19	07.30.19	09.01.20	10.20.20	12.15.20	09.03.20	10.08.20 Approved	12.01.20 & 12.15.20 Approved	01.11.21			Issued 01.12.21	\$783,109.00	65%	E = Parker Mynchenberg & Associates O = Ormond Grande, LLC
C	PINELAND, PHASES 4 & 5 252 Sunset Point Drive PZ# 2015-084	Construction of 78 single family lots. Plan submitted seek to revise the original subdivision construction plans.	10.07.20	10.27.20				Completed	Approved	Approved	Approved 12.04.17 Updated 12.23.20			Issued 10.19.2020	\$3,590,910	70%	E = Zahn Engineering O = ForeStar
D	PLANTATION OAKS, 1A I-95 and North US1 PZ# 2020-029	Development of 121 lots on 100.91 acres.	02.06.20	03.01.20	04.09.21			Not Required	PB 05.13.21 Approved	CC 06.01.21							E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
E	PLANTATION OAKS, 2B 2389 Destrenan Drive PZ# 2020-024	Utilities connection for subdivision development - 125 lots on 89.16 acres.	12.14.17	01.24.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	09.20.21	Issued 03.29.2021	\$2,390,520	0%	E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
F	PLANTATION OAKS, 2C I-95 and North US1 PZ# 2020-025	Utilities connection for subdivision development - 121 lots on 63.12 acres.	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	See extension	09.20.21	Not applied	Not applied		E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
G	PLANTATION OAKS, 2D I-95 and North US1 PZ# 2020-026	Utilities connection for subdivision development - 84 units on 27.32 acres.	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	See extension	09.20.21	Not applied	Not applied		E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
H	TATTERSALL AT TYMBER CREEK Airport Road & Tymber Creek PZ# 2021-067	Construction of a 146 lot single family subdivision and associated site improvements.	05.13.21	06.15.21				Required	Required	Required							E = Zev Cohen and Associates O = Tymber Sky and Enclave of Tymber Creek LLC APP = Paytas Homes
I	THE CUPOLA AT OCEANSIDE 100 North Halifax Drive PZ# 2021-068	12 two story townhomes - previously Halifax 100- and associated site improvements	05.17.21	06.22.21				Completed	Approved	Approved							E - Newkirk Engineering O = Halifax 100 LLC APP = Halifax Enterprises LLC
J	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard PZ# 2020-063	300 unit multi-family development on 19.69 acres.	06.25.20	07.13.20	11.24.20	12.22.20		12.03.20	Required	Required							E = Newkirk Engineering O = J 10 Land Partners, LLLP & FOY Land Corp. APP = Tymber Creek Apartments, LLC

Planning public hearing items

File Number	Item	Description	Planning Board	City Commission	City Commission
City Commission items					
2021-057	Off-Road Recreational Vehicle Course Land Development Code Amendment	This is a request by Grant Zimmerman, property owner of 2225 Warden Trail, to consider amending Chapter 1, Article III, Section 1-22, Definitions of terms and words; Chapter 2, Article II, Section 2-09, REA, Rural Estate/Agriculture, paragraph E; and Chapter 2, Article IV, Section 2-57, Criteria for review of specific conditional and special exception, subsection (53) to provide definitions and specific conditional criteria that would allow an Off Road Recreational Vehicle Course as a Special Exception use in the REA, Rural Estate/Agriculture, zoning district.	5/13/2021 Recommended denial	07.20.2021	08.04.2021 (Wednesday)
2021-052	Mobile Food Dispensing Vehicles (Food Trucks), Land Development Code Amendment	This is an administrative request to amend Section 1-22, Definition of terms and words, of Chapter 1, General Administration, Article III, Definitions and Acronyms and Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to add definitions and accessory use standards to allow mobile food dispensing vehicles (food trucks) under certain conditions and within certain zoning districts.	5/13/2021 Recommended approval	07.20.2021	08.04.2021 (Wednesday)
2021-055	Car/Motorcycle Washes, Land Development Code Amendment	This is an administrative request to amend Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities, to amend the conditions for non-profit related car and motorcycle washes.	5/13/2021 Recommended approval with amendments	07.20.2021	08.04.2021 (Wednesday)
2021-054	Special Structure Provisions (Motor vehicle service station canopies), Land Development Code Amendment	This is an administrative amendment to the Land Development Code (LDC), Chapter 3, Article VI.-Architectural Design Standards, Section 3-70, Special structure provisions, to modify the requirements for motor vehicle service station canopies.	5/13/2021 Recommended approval	07.20.2021	08.04.2021 (Wednesday)
NA	Temporary banner extension to September 30, 2021	This is a request to extend the allowance for businesses to utilize temporary banners without permits and time restrictions during the COVID-19 event for an additional 91 days, from July 1, 2021 to September 30, 2021.	Not required	07.20.2021	Not applicable
NA	20121-22 River to Sea Transportation Planning Organization Funding Agreement	This is a request to approve a resolution renewing a funding agreement in the amount of \$4,114.00 with the River-to-Sea Transportation Planning Organization (R2CTPO) for fiscal year 2021-22.	Not required	07.20.2021	Not applicable
2020-011	Verona Villas, Utility easement acceptance	This is a request for acceptance of utility easements within the Verona Oceanside development located within Ormond by the Sea.	Not required	07.20.2021	Not applicable
2021-047	Ormond Gateway, Final plat	This is a request from Luke Kilic, P.E. of Zev Cohen and Associates on behalf of the property owner, Destination Interchange, LLC for a final plat for an 18.17 acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) for a three (3) lot commercial subdivision with associated site improvements.	Not required	07.20.2021	08.04.2021 (Wednesday)
2021-051	Utility Line Extension, Land Development Code Amendment	This is an administrative request to amend Chapter 3 – Performance Standards, Article V.-Utility and Infrastructure Design Standards, Section 3-61. - Utility line extensions to require water and sewer lines be extended across the site frontage for new development where utility extensions are required.	5/13/2021 Recommended approval	08.04.2021 (Wednesday)	08.17.2021
2021-053	Downtown Overlay District, Land Development Code Amendment	This is an administrative amendment to the Land Development Code (LDC), Chapter 2, Article VI.-Overlay Districts, Section 2-70, Downtown Overlay District, to update the section consistent with the 2019 Downtown Master Plan update.	5/13/2021 Recommended approval	08.04.2021 (Wednesday)	08.17.2021
2021-050	Floodplain Management, Land Development Code Amendment	This is an administrative amendment to the Land Development Code (LDC), Chapter 1, Article III, Section 1-22, Definitions of Terms and Words; and Chapter 3, Article II, Section 3-20 Floodplain Management and Protection; to update the current regulations for floodplain management consistent with the state model ordinance and include the new requirements of the 2021 Addendum to the CRS program effective January 1, 2021.	5/13/2021 Recommended approval	08.04.2021 (Wednesday)	08.17.2021
2021-056	Sidewalks, Land Development Code Amendment	This is an administrative amendment to the Land Development Code (LDC), Chapter 3 – Performance Standards, Article V.-Utility and Infrastructure Design Standards, Section 3-55, Bicycle and pedestrian ways, to (1) allow payment in lieu of constructing a sidewalk under certain conditions and (2) requiring sidewalks on both sides of the street in new subdivisions.	5/13/2021 Recommended approval	08.04.2021 (Wednesday)	08.17.2021
2021-082	Code of Ordinance amendment - Building fee schedule	This is a request to amend Section 8-3 of the Code of Ordinances to update the building schedule of permit fees. This amendment would be the first major amendment to the building fee schedule since 2008.	Not required	08.04.2021 (Wednesday)	08.17.2021
2021-081	Code of Ordinance amendment - Planning fee schedule	This is a request to amend Section 8-10 of the Code of Ordinances to update the schedule of Planning application processing fees.	Not required	08.04.2021 (Wednesday)	08.17.2021
2021-080	Ormond Crossings, 2021 Annual Report acceptance	This is a request to receive and accept the 2021 Ormond Crossings Annual Report filed by Ormond Crossings, as required by the development agreement between Tomoka Holdings, LLC and the City of Ormond Beach.	Not required	08.04.2021 (Wednesday)	Not applicable
2020-061	Corrective legal description for Ormond Memorial Art Museum & Garden, Resolution 2020-137	This is a request to correct the legal description associated with the Ormond Memorial Art Museum & Gardens Special Exception, Resolution 2020-137 at 78 East Granada Boulevard. This request is solely to amend the legal description of the Special Exception Development Order and no changes are sought to the Resolution.	Not required	08.04.2021 (Wednesday)	Not applicable
Note: City Commission items are based upon the best information available as of June 1, 2021 and are subject to change . City Commission agendas are available at: https://ormondbeach.ig2.com/citizens/default.aspx? . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

File Number	Item	Description
		Board of Adjustment and Appeals - July 7, 2021
2021-074	1 Palmetto Dunes Court	This is a variance request submitted by Dondi Tabora, property owner of 1 Palmetto Dunes Court. The subject property is zoned SR (Suburban Residential Zoning District). Chapter 2, Article II of the Land Development Code, Section 2-11(B)(9)(b) requires a 20' rear yard building setback. The applicant is requesting a rear yard setback of 14'6" to construct a hard roof addition with screen walls on the existing slab, requiring a variance of 5'6" to the required 20' side yard setback.
The Board of Adjustment and Appeals agenda is available at: https://www.ormondbeach.org/218/Board-of-Adjustment-Appeals . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

File Number	Item	Description
Planning Board - July 8, 2021 - Canceled		
For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		



Monthly Financial Status Report May 2021

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets. Revenues at or above 67% benchmark is favorable, while expenses at or below the 67% benchmark is also favorable. The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Fund	Original Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	35,128,715	24,810,850	71%	22,746,588	65%
104 - Community Redevelopment	1,319,515	1,182,661	90%	293,471	22%
106 - Ormond Crossing	232,533	210,291	90%	-	0%
107 - Stormwater	2,531,000	1,703,073	67%	1,736,914	69%
108 - Airport	864,137	243,549	28%	328,900	38%
109 - Local Law Enforcement Trust Fund	-	15,290	0%	2	0%
110 - Economic Development	2,055,000	40	0%	37,190	2%
115 - Recreation Facility Fee	41,600	15,022	36%	16	0%
116 - Grant	25,000	152,468	610%	21,845	87%
205 - Financing Debt Service	706,111	470,752	67%	239,903	34%
210 - Debt Service GOB 2003	116,208	114,725	99%	4,295	4%
211 - Debt Service 2005 CIP Note	156,000	104,000	67%	10,873	7%
220 - Debt Service GOB 2010	348,623	344,056	99%	52,940	15%
301 - General Capital Improvement	1,405,907	741,239	53%	591,407	42%
302 - General Equipment & Vehicle	452,363	453,852	100%	458,875	101%
308 - Transportation	2,287,088	1,340,632	59%	845,256	37%
310 - Recreation Impact Fee	125,000	125,457	100%	-	0%
316 - Local Roads Impact Fee	60,000	60,434	101%	-	0%
317 - Facilities Renewal & Replacement	502,317	495,952	99%	549,129	109%
318 - Stormwater Impact Fee	25,000	23,215	93%	-	0%
401 - Water/Wastewater Operating Fund	22,931,895	13,577,795	59%	15,363,357	67%
408 - Water/Wastewater E&V Fund	164,000	107,651	66%	266,049	162%
409 - Water/Wastewater Capital	4,807,000	3,236,869	67%	1,778,515	37%
414 - Water/Wastewater Consolidated Debt	5,220,000	3,480,000	67%	800,919	15%
434 - Water Impact Fee	2,384,175	417,612	18%	748,646	31%
435 - Wastewater Impact Fee	400,000	381,582	95%	809,654	202%
460 - Solid Waste	9,070,267	6,146,227	68%	6,053,245	67%
502 - Workers Compensation	1,159,612	860,762	74%	654,655	56%
504 - General Liability	1,183,853	820,561	69%	994,559	84%
Total	\$ 95,702,919	\$ 61,636,619	64%	\$ 55,387,204	58%

**Financial Status Report:
May 2021**

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at \$12.8 million and is based on the taxable value (\$3.9 billion) and the General Fund operating millage (3.4168). Actuals to date are \$12.6 million or 98.6% of the budgeted amount.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected \$2.44 million.

Communication Taxes – Communication service taxes through May 2021 are \$782,867. Payments are received in arrears with the first payment typically occurring in January 2021.

Business Tax –Business tax collections amounted to \$54,978 through May 2021. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through May 2021 are \$1.91 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax both of which were expected to be negatively impact by the COVID pandemic. Through May 2021, the City received a total of \$2.37 million in this category.

Charges for Services – This category includes the County library lease and Leisure Services user charges. Additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting are included in this category. The City received a total of \$704,149 in this category year to date.

Leisure Services fees collected to date are \$123,700. Programming continues to be negatively impacted by the COVID pandemic but are expected to improve slightly during remainder of the fiscal year.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$118,777.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$799,489.

Transfers In –Transfers have been recorded in the amount of \$2.9 million.

Financial Status Report: May 2021

General Fund Revenues - May 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Property Tax	\$ 12,820,332	\$ 12,642,084	\$ 178,248	98.6%	\$ 12,301,719	\$ 340,365	2.77%
Utility Taxes	4,038,000	2,444,614	1,593,386	60.5%	2,307,452	137,162	5.94%
Communication Tax Receipts	1,650,000	782,868	867,132	47.4%	800,506	(17,638)	-2.20%
Business Tax	287,700	54,978	232,722	19.1%	59,312	(4,334)	-7.31%
Licenses, Permits & Fees	4,058,250	1,911,932	2,146,318	47.1%	1,803,279	108,653	6.03%
Intergovernmental	2,834,500	2,373,479	461,021	83.7%	2,308,676	64,803	2.81%
Charges for Services	752,400	704,149	48,251	93.6%	507,917	196,232	38.63%
Fines & Forfeitures	80,000	118,777	(38,777)	148.5%	46,155	72,622	157.34%
Miscellaneous Revenues	2,819,810	799,489	2,020,321	28.4%	1,023,178	(223,689)	-21.86%
Transfers In	4,467,723	2,978,480	1,489,243	66.7%	2,926,992	51,488	1.76%
Use of Fund Balance	1,320,000	-	1,320,000	0.0%	-	-	0.00%
	\$ 35,128,715	\$ 24,810,850	\$ 10,317,865	70.6%	\$ 24,085,187	\$ 725,663	3.01%

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$24.1 million of the General Fund gross budget. Expenditures through May 2021 were \$16.14 million or 66.9% of the budget amount.

Operating Expenditures - This category includes \$9.5 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through May 2021, \$5.54 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$245,685 which includes \$155,000 of economic development incentives. Of note the \$155,000 includes entities such as; Security First and Future Foods. \$63,801 has been expended through May 2021.

Transfers Out – The budget for transfers from the General Fund to other funds is \$1.3 million with of \$1.0 million made through May 2021.

Financial Status Report: May 2021

General Fund Expenditures - May 2021							
	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
City Commission	\$ 402,974	\$ 223,747	\$ 179,227	55.5%	\$ 225,302	\$ (1,556)	-0.69%
City Administration	635,867	444,016	191,851	69.8%	420,802	23,215	5.52%
Support Services	374,524	282,083	92,441	75.3%	234,257	47,826	20.42%
City Attorney	769,676	546,110	223,566	71.0%	508,964	37,145	7.30%
Legislation & Policy	2,183,041	1,495,955	687,086	68.5%	1,389,326	106,630	7.67%
Finance	936,611	654,611	282,000	69.9%	542,224	112,387	20.73%
Information Technology	995,710	552,944	442,766	55.5%	484,900	68,044	14.03%
Human Resources	398,439	263,185	135,254	66.1%	246,583	16,602	6.73%
Planning	652,419	420,611	231,808	64.5%	359,955	60,656	16.85%
Building Inspections	1,077,529	745,307	332,222	69.2%	671,583	73,724	10.98%
Police Administration	803,089	498,872	304,217	62.1%	474,102	24,770	5.22%
Police Operations	6,055,862	3,901,734	2,154,128	64.4%	4,034,668	(132,934)	-3.29%
Community Outreach	526,160	294,424	231,736	56.0%	337,191	(42,767)	-12.68%
Criminal Investigations	1,254,432	871,944	382,488	69.5%	791,199	80,745	10.21%
Community Services	386,435	221,471	164,964	57.3%	236,876	(15,406)	-6.50%
Records	166,447	81,262	85,185	48.8%	97,292	(16,030)	-16.48%
Neighborhood Impr.	436,575	244,021	192,554	55.9%	258,232	(14,211)	-5.50%
Police	9,629,000	6,113,728	3,515,272	63.5%	6,229,561	(115,833)	-1.86%
Fire	6,351,305	4,495,650	1,855,655	70.8%	4,269,767	225,883	5.29%
Streets	2,037,494	1,356,514	680,980	66.6%	1,259,340	97,173	7.72%
Engineering	1,192,244	671,534	520,710	56.3%	634,609	36,925	5.82%
Fleet	1,233,777	854,390	379,387	69.2%	854,073	317	0.04%
Public Works	4,463,515	2,882,438	1,581,077	64.6%	2,748,023	134,415	4.89%
Economic Development	390,128	183,813	206,315	47.1%	168,279	15,535	9.23%
Building Maintenance	778,446	498,826	279,620	64.1%	516,088	(17,262)	-3.34%
Administration	694,742	439,208	255,534	63.2%	433,990	5,218	1.20%
Nova Recreation	326,843	180,953	145,890	55.4%	174,289	6,664	3.82%
S. Ormond Neigh. Center	272,173	154,418	117,755	56.7%	141,069	13,349	9.46%
Gymnastics	-	5,092	(5,092)	0.0%	82,869	(77,777)	-93.86%
Athletic Fields Mnt.	1,407,479	819,069	588,410	58.2%	867,751	(48,682)	-5.61%
Parks	2,177,602	1,257,483	920,119	57.7%	1,291,628	(34,146)	-2.64%
Environmental Learning	160,814	84,392	76,422	52.5%	68,720	15,672	22.81%
The Casement	268,779	184,192	84,587	68.5%	174,769	9,423	5.39%
Performing Arts Center	268,580	144,263	124,317	53.7%	332,604	(188,341)	-56.63%
Senior Center	94,157	39,062	55,095	41.5%	57,765	(18,703)	-32.38%
Community Events	202,910	81,845	121,065	40.3%	89,890	(8,045)	-8.95%
Leisure Services	6,652,525	3,888,803	2,763,722	58.5%	4,231,434	(342,631)	-8.10%
Grants & Aid*	91,528	48,224	43,305	52.7%	50,832	(2,608)	-5.13%
Transfers	1,306,965	1,001,320	305,645	76.6%	1,047,320	(46,000)	-4.39%
Vacancy Savings/Contingency		-	-	0.0%	-	-	0.00%
	\$ 35,128,715	\$ 22,746,588	\$ 12,382,127	64.8%	\$ 22,439,784	\$ 306,803	1.37%

*Does not include Economic Development Incentives

Financial Status Report: May 2021

Downtown Redevelopment Trust

Revenues –Revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$718,686. The City’s budgeted contribution is \$456,518.

Expenditures – A total of \$293,471 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - May 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	718,686	878,096	(159,410)	122.2%	732,603	145,493	19.9%
Miscellaneous	1,500	221	1,279	14.7%	7,222	(7,001)	-96.9%
Transfers In	456,518	301,344	155,174	66.0%	295,720	5,624	1.9%
Use of Fund Balance	142,811	-	142,811	0.0%	-	-	0.0%
	\$ 1,319,515	\$ 1,179,661	\$ 139,854	89.4%	\$ 1,035,545	\$ 144,116	13.92%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Planning	\$ 85,000	\$ 45,965	\$ 39,035	54.1%	\$ 45,350	\$ 615	1.4%
Public Works	751,415	7,483	743,932	1.0%	22,379	(14,896)	-66.6%
Grants	200,000	50,000	150,000	25.0%	-	50,000	0.0%
Leisure Services	183,100	190,023	(6,923)	103.8%	1,220,848	(1,030,824)	-84.4%
Contingency	100,000	-	100,000	0.0%	-	-	0.0%
	\$ 1,319,515	\$ 293,471	\$ 1,026,044	22.2%	\$ 1,288,576	\$ (995,105)	-77.23%

Financial Status Report: May 2021

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.525 million with \$1.70 million received through May 2021.

Expenditures – The budget for stormwater maintenance is \$1.9 million with \$1.6 million spent to date. Transfers of \$141,392 have also been made year to date.

Stormwater Fund Revenues - May 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,525,000	1,702,492	822,508	67.4%	1,685,770	16,722	0.99%
Miscellaneous	6,000	580	5,420	9.7%	33,063	(32,482)	-98.24%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	-	-	-	0.0%	-	-	0.00%
	<u>\$ 2,531,000</u>	<u>\$ 1,703,073</u>	<u>\$ 827,927</u>	<u>67.3%</u>	<u>\$ 1,718,833</u>	<u>\$ (15,760)</u>	<u>-0.92%</u>

Stormwater Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Maintenance	1,879,954	1,595,522	284,432	84.9%	1,538,439	57,084	3.71%
Engineering Support	\$ 126,851	\$ -	\$ 126,851	0.0%	\$ -	\$ -	0.00%
Transfers Out	212,088	141,392	70,696	66.7%	149,880	(8,488)	-5.66%
Contingency	312,107	-	312,107	0.0%	-	-	0.00%
	<u>\$ 2,531,000</u>	<u>\$ 1,736,914</u>	<u>\$ 794,086</u>	<u>68.6%</u>	<u>\$ 1,688,319</u>	<u>\$ 48,596</u>	<u>2.88%</u>

Financial Status Report: May 2021

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$20.1 million with \$13.28 million collected year to date. The budget also includes \$429,919 in transfers.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$10.29 million with \$6.63 million expended to date. The budget also includes \$12.63 million in transfers of which \$8.42 million have been made as of May 2021.

Water/Wastewater Fund Revenues - May 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Water/Sewer Charges	\$ 20,093,000	\$ 13,277,762	\$ 6,815,238	66.1%	\$ 13,860,423	\$ (582,661)	-4.20%
Miscellaneous	55,000	13,417	41,583	24.4%	67,293	(53,876)	-80.06%
Transfers In	429,919	286,616	143,303	66.7%	342,032	(55,416)	-16.20%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	2,353,976	-	2,353,976	0.0%	-	-	0.00%
	<u>\$ 22,931,895</u>	<u>\$ 13,577,795</u>	<u>\$ 9,354,100</u>	<u>59.2%</u>	<u>\$ 14,269,748</u>	<u>\$ (691,953)</u>	<u>-4.85%</u>

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Utility Billing	\$ 1,663,677	\$ 968,495	\$ 695,182	58.2%	\$ 1,067,719	\$ (99,224)	-9.29%
Water Production	2,981,866	2,029,347	952,519	68.1%	1,791,721	237,626	13.26%
Water Distribution	1,283,776	817,724	466,052	63.7%	1,172,732	(355,009)	-30.27%
Wastewater Treatment	2,890,767	1,956,484	934,283	67.7%	1,751,086	205,398	11.73%
Wastewater Collection	1,474,484	901,434	573,050	61.1%	1,137,806	(236,372)	-20.77%
Transfers Out	12,637,325	8,424,888	4,212,437	66.7%	7,048,576	1,376,312	19.53%
	<u>\$ 22,931,895</u>	<u>\$ 15,098,372</u>	<u>\$ 7,833,523</u>	<u>65.8%</u>	<u>\$ 13,969,641</u>	<u>\$ 1,128,732</u>	<u>8.08%</u>

Financial Status Report: May 2021

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date \$1.03 million in franchise fees and \$5.02 million in user fees have been collected.

Expenditures – Personnel, operating, capital expenses and transfers expended to date are \$6.05 million.

Solid Waste Fund Revenues - May 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Franchise Fees	\$ 1,500,000	\$ 1,034,384	\$ 465,616	69.0%	\$ 1,025,624	\$ 8,760	0.85%
User Fees	7,410,000	5,016,612	\$ 2,393,388	67.7%	5,003,397	13,215	0.26%
Miscellaneous	1,000	53,810	\$ (52,810)	5381.0%	9,501	44,309	466.38%
Intergovernmental	-	41,422		0.0%	-		0.00%
Use of Fund Balance	159,267	-	\$ 159,267	0.0%	-	-	0.00%
	\$ 9,070,267	\$ 6,146,227	\$ 2,965,462	67.8%	\$ 6,038,521	\$ 66,284	1.10%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Collection & Disposal	\$ 6,701,528	\$ 4,556,523	\$ 2,145,005	68.0%	\$ 4,417,804	\$ 138,719	3.14%
Recycling	1,113,572	659,945	453,627	59.3%	735,357	(75,412)	-10.26%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,255,167	836,776	418,391	66.7%	875,728	(38,952)	-4.45%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 9,070,267	\$ 6,053,245	\$ 3,017,022	66.7%	\$ 6,028,890	\$ 24,355	0.40%



June 2021

Ormond Beach May Employment

19,213

This is up 14% from last year

Ormond Beach Unemployment Rate

4.0%

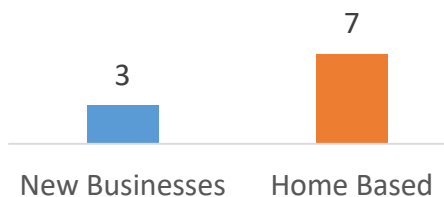
Total Permits Issued in May

478

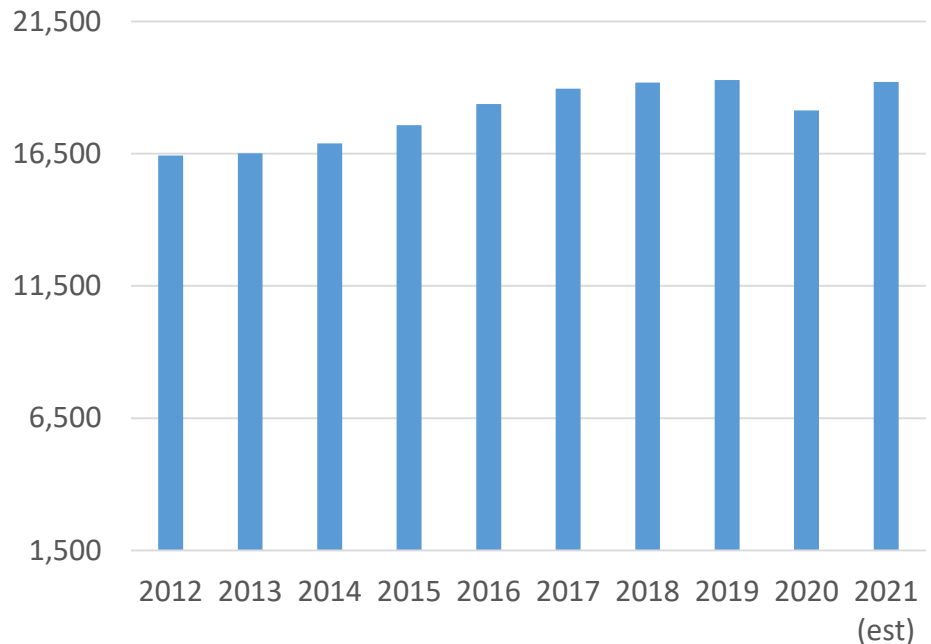
Permit Valuation for May

\$7.9m

New Business Tax Receipts



Ormond Beach Employment Trend



Commercial Real Estate Key Indicators

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate
Office	1,564,933	6.2%	\$19.50	6.2%
Industrial	2,866,320	2.1%	\$8.61	2.6%
Retail	4,246,141	3.0%	\$15.26	3.9%

*RBA = Rentable Building Area The number shown is the total RBA for all buildings in that asset class in Ormond Beach.



June, 2021

Notes and Updates:

- **Employment** for May was 19,213 up 14% from the same time last year. Employment is up 606 from January. The unemployment rate is 4.0% which is down from 13.7% this time last year. Employment continues to trend positive this year. Now exactly one year from when the pandemic impacted labor data it appears that the local, regional and state labor force is nearing pre-pandemic levels. According to the most recent available data from the Bureau of Labor Statistics for the metropolitan region Professional and Business Services, Construction, and Transportation, Warehouse, and Utility industries have seen growth in numbers from Q1 2021.
- **The Economic Development Department** in partnership with Volusia/Flagler SCORE concluded the first FasTRAC Entrepreneurship program. Eight entrepreneurs successfully completed the program. This 10-week course took students through the steps to create a business plan. It is anticipated that a new session will be offered in-person this coming Fall.
- **The City and Ormond Beach Chamber of Commerce** hosted the next installment of Startup Grind Ormond Beach. Ormond Beach entrepreneur Dillon Kalkhurst distilled two decades of helping Fortune 500 companies, school districts, and national nonprofits engage multi-generational families bridge the generational communication divide. The next Startup Grind Ormond Beach is scheduled for September 16 featuring Kyle White, founder of Yaupon Brothers American Tea.

Thank you,
Brian Rademacher
Economic Development Director

Hamsher, Terri

From: Shanahan, Joyce
Sent: Sunday, June 6, 2021 12:10 PM
To: Hamsher, Terri
Subject: Fwd: FSS monthly update

Categories: CM Request

From: Victoria Fahlberg <VictoriaFahlberg@firststepshelter.org>

Date: June 4, 2021 at 3:51:58 PM EDT

Subject: FSS monthly update

[External Email-Use Caution] - OB/IT Helpdesk

Good Afternoon,

Below is information regarding our work at the shelter updated through May. We continue to average around 50 residents in the shelter each day and in May we averaged 10 persons per day in the safe zone. We also were able to put four shelter residents into housing!

Regarding our data on the safe zone.... We make every effort to have as accurate and complete data as possible. If you have any questions in this regard, please reach out to me.

Have a great weekend!

Shelter Intakes	2020	2021			Total to date
		1st quarter	April	May	
DBPD	54	26	8	0	88
OBPD	2	0	0	0	2
POPD	0	2	0	0	2
DBSPD	0	0	0	0	0
SDPD	1	0	1	0	2
PIPD	0	0	0	0	0
HHPD	2	0	0	0	2
Volusia County	3	2	0	1	6
Total Law Enforcement	62	29	9	1	101
Total Hospitals	38	5	0	1	44
Total SS and Worship	55	30	7	15	107
	155	64	16	17	252

Services Received	2020	2021			Total to date
		1st quarter	April	May	
SSI/SSDI	52	22	9	7	90
Employment	57	9	3	5	74
Total with Income	109	30	12	12	163
Food Stamps	80	37	9	9	135

Birth Certificates	61	10	2	0	73
Medicare	23	16	3	5	47
Medicaid	44	14	5	7	70
Other insurance	8	2	1	1	12
Total Insurance	75	30	9	13	127
Housing	65	9	8	4	86
Rapid Rehousing	1	2	0	2	5

Health Concerns	2020	2021			Total to date
		1st quarter	April	May	
Drug Problem	28	25	8	5	66
Alcohol Problem	22	18	7	7	54
Hypertension	24	12	3	6	45
COPD	9	5	3	6	23
Asthma	2	6	2	2	12
Diabetes	5	3	2	2	12
Other Medical Problem	1	31	0	10	42
Total Medical Problem	41	89	0	38	168
Psychotropic Medication	44	43	10	9	106
Psychotropic & Medical	41	56	8	8	113
Average length of stay		69.5	59.63	58.75	

Safe Zone Referrals	23-Nov 31-Dec	2021			Total to date
		1st quarter	April	May	
DBPD	23	402	221	291	937
OBPD	0	4	0	2	6
POPD	0	2	2	0	4
DBSPD	0	14	0	1	15
SDPD	0	4	2	1	7
Deland*	0	1	0	0	1
Orange City*	0	0	0	1	1
HHPD	7	6	2	1	16
Volusia County	1	3	3	4	11
Total Law Enforcement	31	436	230	301	998
Daily Average	8	5	8	10	

Victoria Fahlberg, PhD, MPH
Executive Director
978-761-9952





CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Joyce A. Shanahan, City Manager

Date: July 20, 2021

Subject: Approval of Travel

Commission Goal: N/A

Introduction

The City's travel policy requires prior approval by the City Commission for travel by the City Commission, the City Attorney, or the City Manager, where lodging accommodations or travel by air are necessary.

Background

At the December 15, 2020, City Commission meeting, the City Commission approved proposed travel requests of the City Commission, the City Manager, and the City Attorney for attending various conferences and events during the year. Additional requests may be presented separately throughout the year.

Discussion

This is a travel request for Mayor Partington to attend the United States Conference of Mayors 89th Annual Meeting on September 1-4, 2021, in Austin, Texas, and the 90th Winter Meeting in January 2022, which will be held in Washington, D.C. Registration is open now for September, and registration for 2022 will open in late fall of 2021.

The United States Conference of Mayors is the official non-partisan organization of cities with a population of 30,000 or larger.

Approval of this travel request would allow Mayor Partington to attend the aforementioned meetings.

Budget Impact

Funding is available in the FY 2020-21 and FY 2021-22 City Commission General Fund budget.

Recommendation

It is respectfully requested that the City Commission approve this travel request.

REVIEWED BY:


Kelly McGuire, Finance Director 7/14/2021


Claire Whitley, Assistant City Manager 7/14/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021



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: Steven Spraker, Planning Director

Date: July 20, 2021

Subject: LDC Amendment - Off-Road Recreational Vehicle Course

Commission Goal: Community Development - Other

Introduction

This is a request by Grant Zimmerman, property owner of 2225 Warden Trail, to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; Chapter 2, District and General Regulations, Article II, District and General Regulations, Section 2-09, REA, Rural Estate/Agriculture, paragraph E; and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (53) to provide definitions and specific conditional criteria that would allow an Off-Road Recreational Vehicle Course as a Special Exception use in the REA, Rural Estate/Agriculture, zoning district.

Background

The property at 2225 Warden Trail is a five (5) acre vacant, undeveloped parcel located on the corner of Leeway and Warden Trail within the Rural Estate Agricultural (REA) zoning district. The Future Land Use is "Rural Estate Agricultural". The applicant purchased this property in May of 2020 with the intent of eventually building a home. On February 15, 2021, a complaint was received by the city's Neighborhood Improvement Division (NID) from a citizen residing on Leeway Trail. The complainant was concerned about the construction of a dirt track in a rural residential area.

The property owner subsequently received a Notice of Violation of Chapter 2, Article III, Section 2-50(a)(1) of the Land Development Code which prohibits any accessory uses or structures on any lot without a principle use or structure. As a result of this action, the property owner is seeking to amend the Land Development Code in order to allow off-road vehicle courses by Special Exception in the REA zoning district. **The proposed amendment would allow all properties in the REA zoning districts to apply for this use through the Special Exception process.**

The REA zoning district is a unique zoning district that allows uses such as single family residential, riding stables and agriculture uses based on the agricultural and large lot requirements. When the Land Development Code amendment was first discussed, it was proposed as a conditional use that would require only staff approval. City staff researched other jurisdictions and due to the potentially negative impacts to abutting property owners, it was recommended to the applicant that the use should be a Special Exception use, requiring a public hearing before the Planning Board and City Commission.

The Land Development Code amendment seeks to provide conditions for the proposed use as follows:

1. Hours of operation;
2. Minimum setbacks for the off-road course;
3. No exceptions for the residential noise ordinance;
4. The use is only for personal recreational use and prohibits a commercial business from being established;
5. No outdoor lighting would be allowed; and
6. Establishes the requirements for any land alterations and/or tree removal that will be required as part of development of the Off-Road Vehicle Course.

There are concerns, even with the conditions proposed, that the off-road course may generate negative impacts to surrounding property owners and be difficult for code enforcement monitoring.

Discussion

Leading up to the Planning Board meeting, Planning staff received 14 items of correspondence that objected to the Land Development Code and sought denial of the application. The correspondence is part of the Planning Board minutes. Key details of the correspondence included:

1. Negative impacts to property values and concern for the quality of life of current and future residents.
2. The noise disturbance to animals and surrounding property owners.
3. The existing use of the dirt track sounds like a “buzzing” and is “almost like a chain saw running continuously”.
4. Use is inconsistent with the purpose and intent of the REA, Rural Estate/Agricultural zoning district.
5. Amendment would, throughout the district, have negative impacts to livestock and residents in this area.

The Planning Board reviewed this item at the May 13, 2021 meeting and unanimously (7-0) recommended denial. In the review of the application, Planning Board members understood that the Land Development Code amendment was the framework to allow for a future Special Exception application. Board members stated that the use was not consistent with the Comprehensive Plan or the Land Development Code. Board members expressed concerns with the criteria that states, “the proposed use will not

substantially or permanently depreciate the value of the 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 or adjoining properties.” Board members expressed concern regarding the compatibility of the use, noise impacts, and potential quality of life impacts.

There were three individuals who addressed the Planning Board, with additional residents of the Durrance Acres area in the audience. The comments from the speakers were consistent with the correspondence of objection. The Planning Board minutes are included in the agenda packet.

Budget Impact

There is no budget impact as a result of this Land Development Code Amendment.

Citizen Impact

Staff identified concerns in the staff report that the proposed amendment is inconsistent with the large lot residential uses of the Rural/Estate Agricultural (REA) zoning district, and will have a significant impact on the quality of life of adjacent properties that would abut an off-road vehicle course and the neighborhood. The Land Development Code amendment does require approval of a Special Exception under certain conditions.

As demonstrated in the correspondence provided to the Planning Board and testimony at the public hearing, residents within the Durrance Acres do not believe that this is an appropriate use within the REA zoning district.

Recommendation

The Planning Board unanimously recommended that the City Commission **DENY** the Land Development Code amendments to Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; Chapter 2, District and General Regulations, Article II, District and General Regulations, Section 2-09, REA, Rural Estate/Agriculture, paragraph E; and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (53) to provide definitions and specific conditional criteria that would allow an Off-Road Recreational Vehicle Course as a Special Exception use in the REA, Rural Estate/Agriculture, zoning district.

If the City Commission decides the Land Development Code amendment is appropriate, then the details should be approved as written in the attached Ordinance.

Attachments:

- 21-19 Off-Road Vehicle Course (P21-0073G) (PDF)
- 4. 05.13.2021 LDC Amendment Section 1-22&2-09&2-57, Off Road Vehicle Course, PB Staff Report (PDF)
- DRAFT Planning Board minutes - Off road recreational vehicle course (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/9/2021


Claire Whitley, Assistant City Manager 7/6/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

ORDINANCE NO. 2021-19

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT AND GENERAL REGULATIONS, SECTION 2-09, REA, RURAL ESTATE/AGRICULTURE; AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, TO PROVIDE DEFINITIONS AND SPECIFIC CONDITIONAL CRITERIA THAT WOULD ALLOW AN OFF-ROAD RECREATIONAL VEHICLE COURSE AS A SPECIAL EXCEPTION USE IN THE REA, RURAL ESTATE/AGRICULTURE ZONING DISTRICT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request by Grant Zimmerman, to amend the *Land Development Code (“the LDC”)*, of the City of Ormond Beach to provide definitions and specific conditional criteria that would allow an off-road recreational vehicle course as a Special Exception use in the REA, Rural Estate/Agriculture, zoning district under certain conditions, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on May 13, 2021, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

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

SECTION ONE. Section 1-22, Definitions of terms and words, of Chapter 1, General Administration, Article III, Definitions and Acronyms, of the City of Ormond Beach *Land Development Code* is hereby amended by adding the following definitions:

Off-road recreational vehicle shall mean any motorized vehicle designed for use off paved roadways, and shall include motorcycles, motorbikes, dirt bikes, utility task vehicles (UTV), all-terrain vehicles (ATV) and recreational off-highway vehicles (ROV).

Off-road recreational vehicle course shall mean a track utilizing existing terrain or other constructed facility, generally with berms, hills, banked turns, and other grading, or created by driving over an area to create a track over which off-road recreational vehicles would traverse repetitively for personal recreational purposes.

SECTION TWO. Paragraph E of Section 2-09, REA, Rural Estate/Agriculture, of Chapter 2, District and General Regulations, Article II, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

E. SPECIAL EXCEPTION USES

- 1.- 4. *** (No change in existing text) ***
5. ~~Riding Stable, Horse~~ Off-Road Vehicle Course
6. ~~School, Private Riding Stable, Horse~~
7. ~~Telecommunication Tower~~ School, Private

~~8. Veterinarian-Telecommunication Tower~~

9. Veterinarian

SECTION THREE. Section 2-57, Criteria for review of specific conditional and special exception, of Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended by adding a new sub-section (53) to be captioned, Off-road recreational vehicle course, which shall read as follows:

(53) Off-road recreational vehicle course.

- a. Hours of operation shall be from 10:00 a.m. until 7:00 p.m.
- b. The minimum lot size shall be five acres.
- c. Setbacks shall be in accordance with the REA zoning district:
 1. Front: fifty feet (50').
 2. Rear: fifty feet (50').
 3. Side: twenty-five feet (25').
 4. Waterfront: fifty feet (50').
- d. The maximum sound level at the property line shall not exceed the adopted maximum decibel levels in residential zoning districts of Section 14.30.1. of the Code of Ordinances.
- e. The property owner of the off-road recreational vehicle course shall ensure no dust is created from the use.
- f. Riding sessions shall not exceed thirty minutes at any one time.
- g. Shall only be used for personal residential purposes of the property owner.
- h. Outdoor lighting shall not be allowed.
- i. The course is limited to off-road recreational vehicles as defined in Section 1-22 of this code.

- j. Any land alteration shall require a grade and fill permit per Section 3-10 of this code.
- k. Any tree removal shall require a tree removal permit per Section 3-03 of this code.
- ~~(53)~~ (54) Outdoor activity. *(No change in balance of existing text)*
(All other categories shall be numbered accordingly)

SECTION FOUR. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FIVE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION SIX. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 20th day of July, 2021.

PASSED UPON at the second and final reading of the City Commission, this 4th day of August, 2021.

BILL PARTINGTON
 Mayor

ATTEST:

WENDY J. HONTZ
 Acting City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: May 4, 2021

SUBJECT: Land Development Code (LDC) Amendment –
Off Road Vehicle Course

APPLICANT: Grant Zimmerman, property owner

NUMBER: LDC 2021-057

PROJECT PLANNER: Robin Gawel, Senior Planner

INTRODUCTION: This is a request by Grant Zimmerman, property owner of 2225 Warden Trail, to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; Chapter 2, District and General Regulations, Article II, District and General Regulations, Section 2-09, REA, Rural Estate/Agriculture, paragraph E; and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (53) to provide definitions and specific conditional criteria that would allow an Off Road Recreational Vehicle Course as a Special Exception use in the REA, Rural Estate/Agriculture, zoning district.

BACKGROUND: The property at 2225 Warden Trail is a five (5) acre vacant, undeveloped parcel located on the corner of Leeway and Warden Trail within the REA (Rural Estate Agricultural) zoning district. The Future Land Use is “Rural Estate Agricultural”. The applicant purchased this property in May of 2020 with the intent of eventually building a home. On February 15, 2021, a complaint was received by the city’s Neighborhood Improvement Division (NID) from a citizen residing on Leeway Trail. The complainant was concerned about the construction of a dirt track in a rural residential area.

The property owner subsequently received a Notice of Violation of Chapter 2, Article III, Section 2-50(a)(1) of the Land Development Code which prohibits any accessory uses or structures on any lot without a principle use or structure. As a result of this action, the property owner is seeking to amend the Land Development Code in order to allow off road vehicle courses by Special Exception in the REA zoning district. **The proposed amendment would allow all properties in the REA zoning districts to have this use through the Special Exception process.**

Exhibit 1 shows the subject property image dated February 23, 2021 with the Off Road Vehicle Course installed.

Exhibit 1: Aerial map with Off Road Vehicle Course:



LDC AMENDMENT: Itemized below (and also illustrated in Attachment 1) are the proposed amendments:

Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words is proposed to be amended as denoted in underline as follows;

Occupants or tenants ...(No change in existing text).....

Off road recreational vehicle shall mean any motorized vehicle designed for use off paved roadways, and shall include motorcycles, motorbikes, dirt bikes, utility task vehicles (UTV), all-terrain vehicles (ATV) and recreational off-highway vehicles (ROV).

Off road recreational vehicle course shall mean a track utilizing existing terrain or other constructed facility, generally with berms, hills, banked turns, and other grading, or created by driving over an area to create a track over which off road recreational vehicles would traverse repetitively for personal recreational purposes.

Office....(No change in existing text).....

...(No change in balance of existing text)...

Chapter 2, District and General Regulations, Article II, District and General Regulations, Section 2-09, REA, Rural Estate/Agriculture, paragraph E is proposed to be amended as denoted in underline as follows;

E. SPECIAL EXCEPTION USES

- 1.- 4. ...(No change in text)...
5. ~~Riding Stable, Horse~~ Off Road Vehicle Course
6. ~~School, Private Riding Stable, Horse~~
7. ~~Telecommunication Tower~~ School, Private
8. ~~Veterinarian~~ Telecommunication Tower
9. Veterinarian

Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (53) to provide definitions and specific conditional criteria that would allow an Off Road Recreational Vehicle Course is proposed to be amended as denoted in underline as follows;

(52) *Nursing homes.* (No change in existing text)

(53) Off road recreational vehicle course.

- a. Hours of operation shall be from 10:00 a.m. until 7:00 p.m.
- b. The minimum lot size shall be five acres.
- c. Setbacks shall be in accordance with the REA zoning district:
 1. Front: fifty feet (50').
 2. Rear: fifty feet (50').
 3. Side: twenty-five feet (25').
 4. Waterfront: fifty feet (50').
- d. The maximum sound level at the property line shall not exceed the adopted maximum decibel levels in residential zoning districts of Section 14.30.1. of the Code of Ordinances.
- e. The property owner of the off road recreational vehicle course shall ensure no dust is created from the use.
- f. Riding sessions shall not exceed thirty minutes at any one time.
- g. Shall only be used only for personal residential purposes of the property owner.
- h. Outdoor lighting shall not be allowed.
- i. The course is limited to off road recreational vehicles as defined in Section 1-22 of this code.
- j. Any land alteration shall require a grade and fill permit per Section 3-10 of this code.

- k. Any tree removal shall require a tree removal permit per Section 3-03 of this code.
~~(53)~~ (54) Outdoor activity. ...(No change in balance of existing text)...

ANALYSIS: The purpose of the applicant's amendment is to allow an Off Road Vehicle Course use by Special Exception within the REA zoning districts. The REA zoning district is a unique zoning district that allows uses such as riding stables and agriculture based on the agricultural and large lot requirements. When the Land Development Code amendment was first discussed, it was proposed as a conditional use that would require only staff approval. City staff researched other jurisdictions and due to the potentially negative impacts to abutting property owners, it was recommended to the applicant that the use should be a Special Exception use, requiring a public hearing before the Planning Board and City Commission.

The Land Development Code amendment seeks to provide conditions for the proposed use as follows:

1. Hours of operation;
2. Minimum setbacks for the off road course;
3. No exceptions for the residential noise ordinance;
4. The use is only for personal recreational use and prohibits a commercial business from being established;
5. No outdoor lighting would be allowed; and
6. Establishes the requirements for any land alterations and/or tree removal that will be required as part of development of the Off Road Vehicle Course.
7. There are concerns, even with the conditions proposed, that the off road course may generate negative impacts to surrounding property owners and be difficult for code enforcement monitoring.

CONCLUSION: There are certain criteria that must be evaluated before adoption of an amendment according to the LDC, the Planning Board must consider the following criteria when making their recommendation.

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

No specific development is proposed. The intent of the proposed amendment is to allow an Off Road Vehicle Course as a Special Exception use in the REA (Rural Estate/Agricultural) zoning district. Section 2-09 of the Land Development Code states that the purpose of the Rural Estate/Agricultural (REA) zoning district "is to preserve and protect the rural character of certain areas that have some agricultural value and are suitable for rural estate living

but have environmental constraints”. Staff has concerns that the proposed use and standards will impact the quality of life of properties that abut an off road vehicle course. If approved, the Special Exception process would provide a detailed review of the proposed use with the ability of property owners in the area to provide input.

2. The proposed development is consistent with the Comprehensive Plan.

According to the city’s Comprehensive Plan, the purpose of the Rural/Estate Agricultural (REA) land use is

“to protect the rural character of certain sections of the City where lands are environmentally sensitive, and also to protect those areas where it is the desire of the property owners to maintain their exurban character. Limited agricultural uses, such as kennels and veterinarians, and institutional uses may be permitted in accordance with the maximum floor area ratio.”

Staff has concerns that the proposed Land Development Code amendment could be inconsistent with the large lot residential uses of the Rural/Estate Agricultural (REA) zoning district. Allowing the use as a Special Exception would allow the case by case review of individual applications with associated public hearings.

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 Land Development Code amendment does not propose any site-specific development. Applications for this use would need to provide an environmental analysis of the proposed off road course.

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 Land Development Code amendment does not propose any site-specific development; however, it does provide the framework for future applications. Throughout the REA zoning district this proposed use could have a significant impact on the neighborhood and adjacent properties. It is for this reason that staff worked with the applicant to require a Special Exception with criteria (d and e) that would require compliance with the adopted standards for sound levels and dust created from the use. If the conditions are not adhered to, there could be negative impacts to abutting property owners.

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 is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

8. **The proposed development provides for the safety of occupants and visitors.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

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.

RECOMMENDATION: It is expected that the amendment will be reviewed by the City Commission on July 20, 2021 (1st reading) and August 4, 2021 (2nd reading). Staff has concerns that the proposed amendment is not consistent with the Future Land Use designation of the Comprehensive Plan or the zoning district as identified in the Land Development Code. Additionally, if the conditions of the use are not met, the use could impact abutting properties. It is important to note that the use would be applicable to the entire REA zoning district and not any one property.

Based upon the use being established as a Special Exception with conditions designed to address the potential negative impacts of the use, staff would

recommend **APPROVAL** of the Land Development Code amendments to Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; Chapter 2, District and General Regulations, Article II, District and General Regulations, Section 2-09, REA, Rural Estate/Agriculture, paragraph E; and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (53) to provide definitions and specific conditional criteria that would allow an Off Road Recreational Vehicle Course as a Special Exception use in the REA, Rural Estate/Agriculture, zoning district. Each application would need to demonstrate through the Special Exception process that it would not negatively impact surrounding property owners.

Should the Planning Board determine that the use is not appropriate within the (REA) Rural Estate/Agriculture zoning district based on the proximity to the rural agricultural and single-family residential uses or that the proposed amendment is not consistent with the Future Land Use designation of the Comprehensive Plan or the zoning district as identified in the Land Development Code, then the Land Development Code amendment should be denied.

Attachments:

1. Proposed Land Development Code Amendments
2. Applicant provided information
3. Notice of Violation and photos
4. (REA) Rural Estate/Agriculture map

Attachment 1:

Land Development Code Amendment

ATTACHMENT 1

Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words is proposed to be amended as denoted in underline as follows;

Occupants or tenants ...(No change in existing text).....

Off road recreational vehicle shall mean any motorized vehicle designed for use off paved roadways, and shall include motorcycles, motorbikes, dirt bikes, utility task vehicles (UTV), all-terrain vehicles (ATV) and recreational off-highway vehicles (ROV).

Off road recreational vehicle course shall mean shall mean a track utilizing existing terrain or other constructed facility, generally with berms, hills, banked turns, and other grading, or created by driving over an area to create a track over which off road recreational vehicles would traverse repetitively for personal recreational purposes.

Office....(No change in existing text).....

...(No change in balance of existing text)...

Chapter 2, District and General Regulations, Article II, District and General Regulations, Section 2-09, REA, Rural Estate/Agriculture, paragraph E is proposed to be amended as denoted in underline as follows;

E. SPECIAL EXCEPTION USES

1.- 4. ...(No change in text)...

5. ~~Riding Stable, Horse~~ Off Road Vehicle Course

6. ~~School, Private Riding Stable, Horse~~

7. ~~Telecommunication Tower~~ School, Private

8. ~~Veterinarian~~ Telecommunication Tower

9. Veterinarian

Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (53) to provide definitions and specific conditional criteria that

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

would allow an Off Road Recreational Vehicle Course is proposed to be amended as denoted in underline as follows;

(52) *Nursing homes.* (No change in existing text)

(53) Off road recreational vehicle course.

- a. Hours of operation shall be from 10:00 a.m. until 7:00 p.m.
- b. The minimum lot size shall be five acres.
- c. Setbacks shall be in accordance with the REA zoning district:
 1. Front: fifty feet (50').
 2. Rear: fifty feet (50').
 3. Side: twenty-five feet (25').
 4. Waterfront: fifty feet (50').
- d. The maximum sound level at the property line shall not exceed the adopted maximum decibel levels in residential zoning districts of Section 14.30.1. of the Code of Ordinances.
- e. The property owner of the off road recreational vehicle course shall ensure no dust is created from the use.
- f. Riding sessions shall not exceed thirty minutes at any one time.
- g. Shall only be used only for personal residential purposes of the property owner.
- h. Outdoor lighting shall not be allowed.
- i. The course is limited to off road recreational vehicles as defined in Section 1-22 of this code.
- j. Any land alteration shall require a grade and fill permit per Section 3-10 of this code.
- k. Any tree removal shall require a tree removal permit per Section 3-03 of this code.

~~(53)~~ (54) Outdoor activity. ... (No change in balance of existing text)...

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

Attachment 2:

Applicant provided
information



CITY OF ORMOND BEACH

v3.2013

Planning Department

22 South Beach Street, Ormond Beach, FL 32174

Tel: (386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

PUBLIC HEARING- APPLICATION

For Planning Department Use

Application Number

Date Submitted

3/26/2021

APPLICATION TYPE AND FEES

	Application	Advertising Deposit for Advisory Board	Advertising Deposit for Commission	Total*
☐ Annexation				No Fees
☐ Annexation Agreement	100	--	--	100
☒ Land Development Code (LDC) Amendment	1000	300	300	1600
☐ Large-Scale Comprehensive Plan Amendment (Map)	2500	700	1400	4600
☐ Official Zoning Map Amendment, 10.01 acres or more	1000	700	1400	3100
☐ Official Zoning Map Amendment, 10 acres or less	1000	300	600	1900
☐ Planned Development, 10.01 acres or more	2000	800	1500	4300
☐ Planned Development, 10 acres or less	2000	300	600	2900
☐ Planned Development Amendment - Major	1000	800	1500	3300
☐ Small-Scale Comprehensive Plan Amendment (Map)	2000	400	800	3200
☐ Special Exception - New Construction/Redevelopment	850	400	400	1650
☐ Special Exception - Downtown CRA Redevelopment	400	400	400	1200
☐ Street Vacation	500	--	1500	2000
☐ Other	TBD	TBD	TBD	TBD

* The Land Development Code requires the applicant to pay the full costs of public advertising. The deposit is the average of past applications. Applicants shall receive a refund where costs paid are greater than advertising costs and will be if advertising costs are greater than the deposit paid.

APPLICANT INFORMATION

This application is being submitted by ☒ Property Owner ☐ Agent, on behalf of Property Owner**

Name Grant Zimmerman

Full Address 321 Tuscany Chase Drive Daytona Beach, FL 32117

Telephone 815-910-7501

Email gzimmerman@hamlinandassociates.com

** If this application is being submitted by a person other than the property owner, please provide the following Property Owner Information as well as a notarized letter designating you as agent.

PROPERTY OWNER INFORMATION***

Name Grant Zimmerman

Full Address 2225 Warden Trail Ormond Beach, FL 32174

Telephone 815-910-7501

Email gzimmerman@hamlinandassociates.com

***If the property owner does not reside on the property for which the application refers, please provide the following Property Details.

PROPERTY DETAILS

Full Address 2225 Warden Trail Ormond Beach, FL 32174

Legal Description Rural Estate Agriculture Zoning

PROJECT COORDINATOR

Name Grant Zimmerman

Full Address 2225 Warden Trail Ormond Beach, FL 32174

Telephone 815-910-7501 Email gzimmerman@hamlinandassociates.com

PROJECT INFORMATION

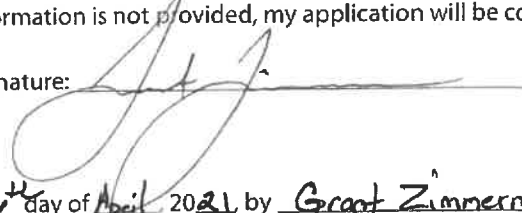
Name Grant Zimmerman

Description This isn't necessarily a project. I built a small, private motocross track on my rural zoned property. I would like to speak with the city regarding the planned use and why this will be no issue to other properties in the area. I spoke with most neighbors prior to any work and they welcomed the idea and actually "liked to see some life in the community". This is really no more than recreational physical exercise and I'm more than happy to explain my plan to the committee.

Thank you,
Grant Zimmerman

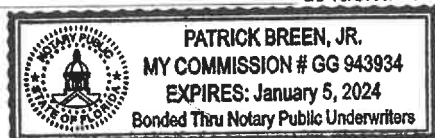
CERTIFICATION

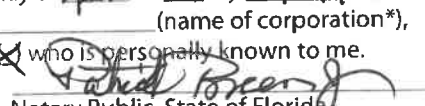
By submitting this application, I hereby certify that the information provided above is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and review process for this application. I hereby authorize City of Ormond Beach Staff to place legal notice on my property and to take pictures pertaining to my request. I am aware of the required pre-application meeting and am aware that if all the required information is not provided, my application will be continued to the next regularly scheduled hearing.

Signature: 

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 16th day of April, 2021, by Grant Zimmerman
as _____ (title*) for _____ (name of corporation*),
who ☐ provided _____ as identification, or ☒ who is personally known to me.




Notary Public, State of Florida
My Commission Expires: 1/5/2024

* If you are executing this instrument on behalf of a corporation, please complete the spaces with your title and the name of your company as indicated.

To whom it may concern,

My name is Grant Zimmerman, my fiancé and I purchased the 2225 Warden Trail property in Ormond Beach in late May 2020. We moved to Daytona Beach in 2016 following college graduation from Wartburg College in Waverly, Iowa. We really love living in this area. We always dreamed of buying a piece of land in a more rural area and building an amazing home when the time is right. Last spring, we went for a ride and came across the plat of land the Griener's were selling and immediately, we had to have it. In less than 45 days, we signed the line.

We have 2 Golden Retriever's who like to run so from time to time we'll take them out to our property and let them chase us on the dirt bike. I received a letter in the mail about a month ago asking me to return the land to its original condition and to be honest, I was surprised. I know this isn't the Midwest but we grew up playing in the dirt and no one ever had an issue. I understand why certain codes are in place and I believe that enforcement is important, but I want to be sure everyone is aware of my intentions.

The amendment I'm proposing will allow recreational vehicles to be operated on private property as long as the property is at least 5 Acres and setbacks, timing, noise, and dust control is in place. This will not be used for business of any kind.

Definition (Section 1-22):

Off road recreational vehicle shall mean any motorized vehicle designed for use off paved roadways, and shall include motorcycles, motorbikes, dirt bikes, utility task vehicles (UTV), all-terrain vehicles (ATV) and recreational off-highway vehicles (ROV).

Off road recreational vehicle course shall mean a track utilizing existing terrain or other constructed facility, generally with berms, hills, banked turns, and other grading, or created by driving over an area to create a track over which off road recreational vehicles would traverse repetitively for personal recreational purposes.

REA Zoning District

Special Exception use

Off road recreational vehicle course (Section 2-57):

Off road recreational vehicle course shall meet the following conditions:

- 1) Hours of operation shall be from 10:00 a.m. until 7:00 p.m.
- 2) The minimum lot size shall be five acres.
- 3) Setbacks shall be in accordance with the REA zoning district:
 - a. Front: fifty feet (50').
 - b. Rear: fifty feet (50').
 - c. Side: twenty-five feet (25').
 - d. Waterfront: fifty feet (50').
- 4) The maximum sound level at the property line shall not exceed the adopted maximum decibel levels in residential zoning districts of Section 14.30.1. of the Code of Ordinances.

- 5) The property owner of the off road recreational vehicle course shall ensure no dust is created from the use.
- 6) Riding sessions shall not exceed thirty minutes at any one time. A 10 minute break must be taken after 30 continuous minutes of riding time.
- 7) Shall only be used only for the personal, private and non-commercial purposes of the property owner.
- 8) Outdoor lighting shall not be allowed.
- 9) The course is limited to off road recreational vehicles as defined in Section 1-22 of this code.
- 10) Any land alteration shall require a grade and fill permit per Section 3-10 of this code.
- 11) Any tree removal shall require a tree removal permit per Section 3-03 of this code.
- 12) The Site Plan Review Committee shall review and permit any applications for an Off road recreational vehicle course.

In my specific situation, I will use this private course as a recreational and exercise outlet. The use will be very limited, maybe a couple times a month. I run multiple companies with my business partner, John Hamlin, and the amount of free time I have available is limited already. I refuse to cause any kind of issues with the neighbors in our area. Most of which I've already spoke with and let them know what I was doing, and responses were along the lines of "that's great, it's nice to see people out here". The neighbor directly to the north across Warden trail has horses so, as a courtesy, I wanted to be sure she was okay with me riding on my property. When her and I spoke, she told me "Go ahead I think it's great and we don't even hear you from my house". It's very important to me to keep the peace.

Thank you for your consideration,



Grant Zimmerman

Attachment 3:

Notice of Violation and
photos



CITY OF ORMOND BEACH, FLORIDA
NEIGHBORHOOD IMPROVEMENT DIVISION
 170 W. Granada Blvd.
 Ormond Beach, FL 32174
 (386) 676-3352

NOTICE OF VIOLATION

Date: March 10, 2021

Case #: 21-4747

Property Owners: Grant Zimmerman & Victoria Berst
321 Tuscany Chase Dr.
Daytona Beach, FL 32117

Location of Violation: 2225 Warden Trail

Parcel ID #: 4114-01-00-0040

Date Violation Observed: February 15, 2021

Violation(s) of the Land Development Code: Chapter 2, Article III, Sec. 2-50(a)(1)

Violation Description: A dirt bike track (accessory structure/use) was constructed on the vacant parcel identified above. By code, no accessory structure or use shall be permitted on any lot which does not have an existing or permitted principal use or structure.

The property must be brought into compliance in the following manner: remove the dirt bike track.

Correct said violation within 30 day(s) after receiving this notice.

If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction as specified herein, this case may be presented to the Special Magistrate even if the violation has been corrected prior to the Special Magistrate hearing. (Per State Statutes 162.06(2) and Code of Ordinances Chapter 2, Section 2-255(C).

John Bouck

John Bouck, Environmental Improvement Officer

Certified Mail #: 92148969009997901637298935
 Enclosure: code









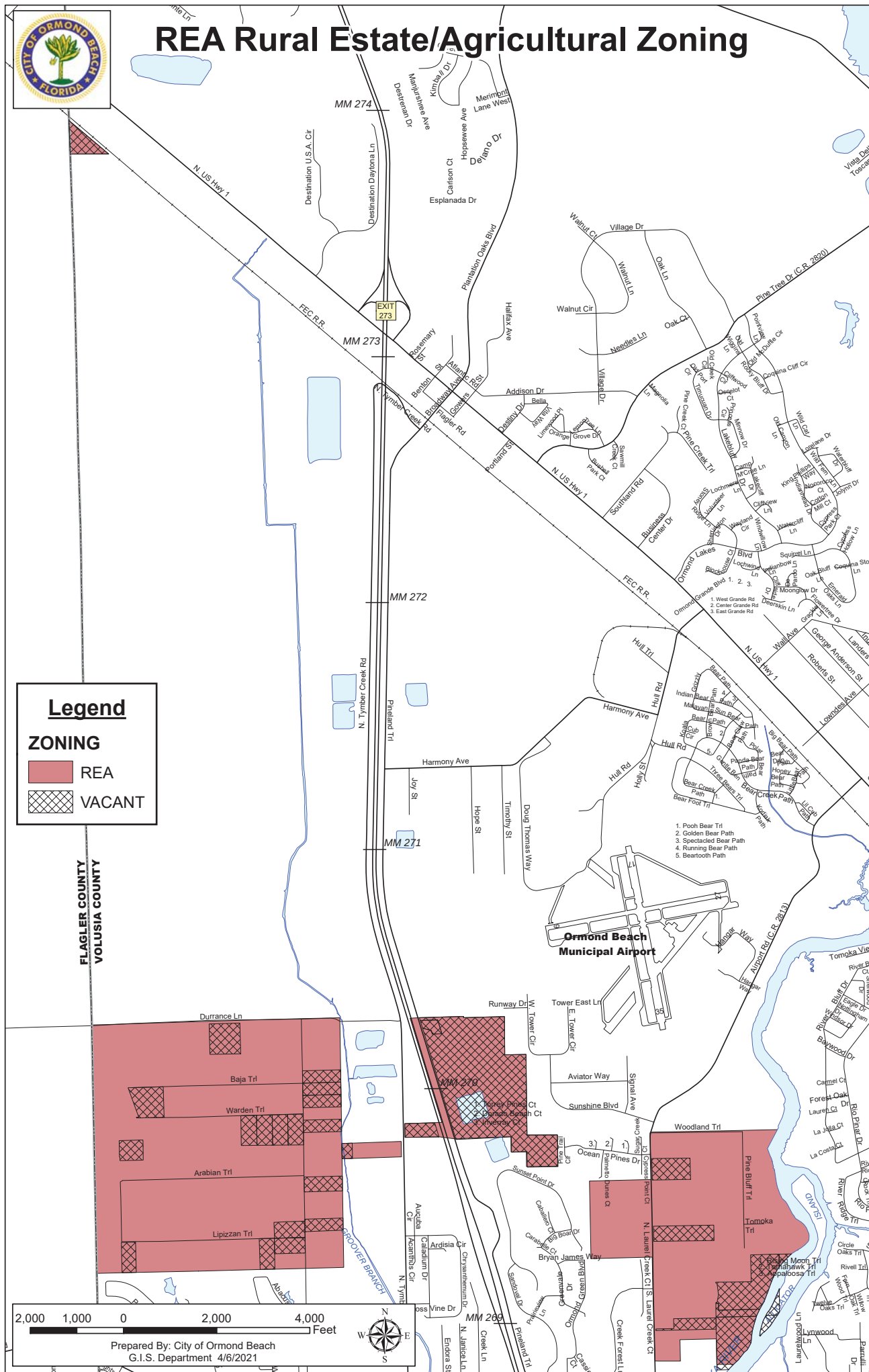




Attachment 4:

(REA) Rural Estate/Agriculture map

REA Rural Estate/Agricultural Zoning



DRAFT

May 13, 2021 Planning Board minutes

Off Road Recreational Vehicle Course as a Special Exception use
in the REA, Rural Estate/Agriculture, zoning district.

Ms. Tolland moved to approve the March 11, 2021 Minutes. Mr. Jorczak seconded the motion. The minutes were unanimously approved.

VI. PLANNING DIRECTOR'S REPORT

No report.

VII. PUBLIC HEARINGS

A. PP 2021-029 – Plantation Oaks, Unit 1A, Preliminary Plat

Mr. Steven Spraker, Planning Director, stated that PP 2021-029 is a request from Mr. Parker Mynchenberg, P.E., Manager of Plantation Oaks of Ormond Beach, LLC (applicant), for a preliminary plat for Plantation Oaks of Ormond Beach – Phase 1A, consisting of 121 single-family lots on 100.91 acres. Mr. Spraker added that Plantation Oaks received Volusia County development orders in 2002 to 2012. The city provided a development order based on the approvals in 2021 and the applicant submitted a site plan to the Site Plan Review Committee (SPRC) for the subdivision plat. Mr. Spraker explained that it is at the point in the process where the preliminary plat is being reviewed by the Planning Board and will be acted upon by the City Commission. Mr. Spraker stated that if approved it will go forward to the site engineering permit and then back to the City Commission for the final plat which is the subdivision of land. The preliminary plat seeks development of 100 acres and subdivides it into 121 single-family lots. There are existing stormwater ponds, a conservation area and a neighborhood commercial center that would allow 25,000 square feet that will serve both the Plantation Oaks residents and other residents in the area. Mr. Spraker continued that staff recommends that the Planning Board approve the preliminary plat for 121 single-family lots on 100.91 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning which incorporates the previous Volusia County approvals. Mr. Spraker concluded that the tentative City Commission date is June 1, 2021.

Mr. Briley motioned to approve PP 2021-029 – Plantation Oaks, Unit 1A, Preliminary Plat. Mr. Scudiero seconded it. Vote was called, and the motion was approved (7-0).

B. LDC 2021-057 – Off-Road Recreational Vehicle Course Land Development Code Amendment

Ms. Robin Gawel, Senior Planner, stated that LDC 2021-057 is a request by Mr. Grant Zimmerman, property owner, 2225 Warden Trail, to consider amending the Land Development Code (LDC). Chapter 1, Article III, Section 1-22, Definitions of terms and words; Chapter 2, Article II, Section 2-09, REA, Rural Estate/Agriculture, paragraph E; and Chapter 2, Article IV, Section 2-57, Criteria for review of specific conditional and special exception, subsection (53) to provide definitions and specific conditional criteria that would allow an Off Road Recreational Vehicle Course as a specific conditional criteria that would allow an Off Road Recreational Vehicle Course as a Special Exception use in the Rural Estate/Agriculture (REA), zoning district. Ms. Gawel added that the application seeks to amend the Land Development Code (LDC) to create definitions, establish a use and create conditions for an Off Road Recreational Vehicle Course use. The proposed amendments do not provide

specific approval for any parcel of land but provide the framework for future applications.

Ms. Gawel stated that a complaint was received regarding the construction of a dirt bike track on a vacant parcel of land which alerted Code Enforcement to investigate. It was determined that the subject property was vacant. Ms. Gawel continued that the construction of a dirt bike track is not allowed as a principal or accessory use. The applicant responded that the dirt bike track course was for his personal use and sought to allow the use within the REA zoning district.

Ms. Gawel explained the amendment process. There are two distinct processes with the first being the LDC amendment that is being reviewed now by the Planning Board with a recommendation being provided to the City Commission. The City Commission will take action at two public hearings on the amendment. Each of the hearings will include newspaper advertising as part of the process. Ms. Gawel continued that if the amendment is approved, a Special Exception is required for the use. The Planning Board will review the project again and make recommendations to the City Commission who will take final action. The Special Exception process requires a newspaper ad, site posting and notice abutter letters for the Planning Board hearing, as well as the newspaper ad and notice letters for City Commission action. If approved, the construction improvements must be consistent with the established conditions. Ms. Gawel explained that the amendment contains three parts. The first part is creating the definitions. The second part is the use designation as a special exception. She continued that the applicant originally proposed the use as a conditional use which only requires staff approval. Following review of other jurisdictions staff recommended the use as a special hearing Special Exception. The third part of the amendment contains the conditions. The conditions include setbacks, noise compliance and require no outdoor lighting. The use is only for the use of the property owner and not a commercial business. Ms. Gawel continued that section 209 of the LDC states that the purpose of the REA zoning district “is to preserve and protect the rural character of certain areas that have agricultural value and are suitable for rural estate living but have environmental constraints.” Ms. Gawel commented that staff is concerned that the proposed amendment could be inconsistent with the large lot residential uses of the REA zoning district, as well as have significant impact on the quality of life of adjacent properties that would abut an Off Road Vehicle Course and the neighborhood as a whole. The concerns were the basis for staff’s recommendation to propose the use as a Special Exception to allow the case by case review of individual applications with associated public hearings.

Ms. Gawel stated that LDC amendments apply district wide and are not specific to individual properties. Staff received 14 correspondences that were provided to the Planning Board. Concerns included the following:

1. Noise impacts to the residents and their animals.
2. Use not consistent with rural agricultural zoning and the REA zoning district.
3. Quality of life impacted – noise similar to chain saws running continuously.

Ms. Gawel stated that based upon the use being established as a Special Exception with conditions designed to address the potential negative impacts of the use, staff would recommend approval of the LDC amendments. If approved, the Special Exception would be reviewed on the application submitted and testimony provided. She continued that if the Planning Board determines that the use is not appropriate

within the REA zoning district based on proximity to the rural agricultural and single-family residential uses, or decides that the proposed amendment is not consistent with the Future Land Use designation of the Comprehensive Plan or zoning district as identified in the LDC, then the LDC amendment should be denied. Ms. Gawel concluded that the tentative City Commission dates are July 20, 2021 for first reading and August 4, 2021 for second reading.

Ms. Tolland commented that she concurs with staff.

Mr. Grant Zimmerman, property owner, 2225 Warden Trail, stated that he currently runs two companies that take enough of his time and does not want to make a business out of the property. He continued that he is interested in 'riding' with his family and 4-year old nephew and would like to do so in a nonintrusive way to neighbors. Mr. Zimmerman assured that there are ways to work it out such as limiting the amount of riders, limiting the time-frame and limiting the dust by putting a watering system in place. He commented that he is building a residence on the property and looks forward to being a great neighbor but is looking for freedom on his property. Mr. Zimmerman explained that he understands the concern and moved here five years ago to join the company that he is with where he has gained his friendships through clientele. He continued that they might hang out on the 5-acre property but that most of them do not ride and commented that it will not be a party. There will not be consistent noise with the small bore CC bikes, as they are not 450 bikes. He explained that they are not race bikes. Mr. Zimmerman commented that he owns race bikes for racetracks and travels all over the State of Florida for races and assured that the property is not intended for racing bikes.

Audience Comments

Mr. Jeff Anderson, 1244 Boice Lane, stated that he lives off of Durrance Lane past the 2225 Warden Trail property and owns a 4-wheeler but does not ride it around his neighbors due to the noise. He continued that his next door neighbor built a 10-acre practice-track without permission for his 4-wheelers and was the #1 quad racer in the world. At first his neighbor advised him that he would ride occasionally for 15 minutes at a time but once the track was complete his entire team raced all weekend long, traumatizing the animals as well as throwing dust everywhere from the activity. Mr. Anderson explained that they had to continually clean from all of the dust and had no quiet time on their property. He added that he takes his 4-wheelers to Ocala to ride and not in his neighborhood. Mr. Anderson commented that the activity started out small but ended up big and caused problems in residential areas traumatizing the animals and disrupting any quiet time. He added that the neighbors all feel the same and had to go inside on the weekends and were not able to enjoy the outdoors. Mr. Anderson concluded that he has no problem with people that ride motorcycles and 4-wheelers but believes that there is a place to do it outside of a residential area.

Ms. Patricia Konn, 501 Leeway Trail, commented that she lives directly across the street from 2225 Warden Trail and her property is her peace and tranquility and does not want it disrupted anymore. The activity began two to three months ago and she commented that she likes to go outside and enjoy life. With the motorcycle sounds she has to go inside. Ms. Konn stated that the activity has not been confined to the 5-acre property and has been seen out on Leeway Trail, Warden Trail which scares

the horses. Ms. Konn concluded that the applicant also shoot guns and she resents the activity.

Mr. Steve Cathcart, 491 Leeway Trail, explained that The Konns are his neighbors to the north of his property, The Von Stalls are the neighbors to the south and Ms. Walsh lives across the street. He stated that over the past weekend it sounded like there were chainsaws going all day. Mr. Cathcart expressed his concern with enjoying rest and relaxation on the weekends with the chainsaw sounds 30 minutes at a time. They take a 10-minute break and then the sounds start back up. He concluded that it is inappropriate and should be denied.

Mr. Briley commented that he understands Mr. Zimmerman's desires and expressed his concerns with the proposed development being "consistent with the comprehensive plan which explains the purpose of the REA land use is to protect the rural character of certain sections of the city where lands are environmentally sensitive and also protect those areas where the desire of the property owners is to maintain their exurban character and limited agriculture uses such as kennels and veterinarians and institutional uses, may be permitted in accordance with the maximum floor area ratio. He continued with the guidelines listed in the Board Staff Report, "the proposed use will not substantially or permanently depreciate the value of the 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 or adjoining properties." It goes on to state that, "the Land Development Code (LDC) amendment does not propose any site specific development, however it does provide the framework for future applications." Mr. Briley reviewed and compared the guidelines to the application and commented that throughout the REA zoning district the proposed use could have a significant impact on the neighborhood and adjacent properties and it is for this reason that staff worked with the applicant to require a Special Exception with criteria D and E that require compliance with the adopted standards for sound levels and dust created from the use. The condition is not adhered to and there could be negative impacts to abutting property owners. Mr. Briley expressed another concern with that it can start out small with few people, but can become up to 10 to 15 people, going beyond 7:00 p.m. There could also be an issue with other properties wanting to follow suit and may create problems with the police being called out for code enforcement. Mr. Briley concluded that it may "open a can of worms" in which he cannot support.

Mr. Jorczak remarked that the city provides diverse types of housing accommodations and styles of life and is concerned that any noise with the kind of equipment that can be generated off of the request impacts that area and changing the Land Development Code (LDC) or to provide an exception for this type of activity is one that is not consistent with the area. Residents there sought for a quieter lifestyle. He concluded that he is not in favor of the amendment to change the LDC.

Ms. Shull stated that she is opposed to changing the Land Development Code (LDC) and feels that it will open up too much for other people. She added that she drove by the property and commented that when purchasing the property the research may not have been done to discover that the proposed activity cannot be done there. Doing the activity now and asking for forgiveness later falls on the property owner. It was noted that a mobile home is not even permissible on property in that area. Ms. Shull declined the amendment, stating that she is not in favor of having motorcycles and ATVs in that area.

Ms. Tolland commented that residents live off of Leeway Trail and Durrance Trail for a reason, for the peace and a sanctuary atmosphere. She believes bikes are fun but feels that there is a place for them and that it is not in a residential area. Ms. Tolland remarked that she sympathizes with the neighbors and enjoys her backyard and nature and would hate for a motorized vehicle to disturb that. She added that it is not appropriate with the land use code. Ms. Tolland concluded that it sets a precedent that she does not want to make as it will be addressed repeatedly and is a negative impact on the neighbors.

Mr. Scudiero explained that he is torn on the matter and lives close enough to the property that he has heard the gunshots. Looking at the activity it seems the area is fitting but is also sympathetic to the residents that surround it and do not want the noise. The opportunity may have been missed to win the neighbors over by limiting the noise. Mr. Scudiero confirmed that the amendment being reviewed at this time would allow the property owner and others in the area that are also interested in the same activity to have the opportunity to come back with a well-crafted Special Exception, and noted that by saying no to this amendment, it would be saying no forever. This made him reluctant to vote it down and cut off any future possibility of a compromise. He concluded that he understands that it lies within the will of the Board.

Mr. Galloway stated that he is a huge property rights person and believes that if an individual owns a piece of property that they have the right to do what he can with the property. The caveat to this is when a property owner buys the property they should do research in finding out what they can do with the property. Mr. Galloway referred to a past case where the applicant sought to put more horses on their property and how now the discussion is to change the LDC and may open pandoras box with motorcycles today, 4-wheelers tomorrow, street rockets the next day, and a jet ski pond in the future, etc. He continued that noise pollution for a farmer, horse-owner or rancher is the worst thing that can affect them. Changing the format for a piece of land designed for agricultural purposes only and creating a track on that property could start a car racetrack out there next. Mr. Galloway concluded that he will not be able to support the amendment in the location with the particular zoning district that the property is in.

Chairman Thomas commented that a person is entitled to do on his land what the law says he can do on his land and in this case, it does not say that. The Board will make a recommendation to the City Commission and they will decide. He remarked that he is not supportive of the Special Exception personally and will vote no to it.

Ms. Shull motioned to deny LDC 2021-057 – Off-Road Recreational Vehicle Course Land Development Code Amendment. Mr. Jorczak seconded it. Vote was called, and the motion was denied (7-0).

Chairman Thomas commented that the Land Development Code amendment is scheduled to go to the City Commission on July 20, 2021.

C. LDC 2021-051 – Utility Line Extension, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, explained the administrative request to amend Chapter 3 – Performance Standards, Article V. – Utility and Infrastructure Design Standards, Section 3-61. – Utility line extensions to require water and sewer lines be extended across the site frontage for new development where utility

From: dougarm@aol.com
To: [Community Development](#)
Subject: Application for Amendment to Allow Off-Road Vehicle Track
Date: Thursday, May 13, 2021 10:08:22 AM

[External Email-Use Caution] - OB/IT Helpdesk

To: Ormond Beach City Commission and Planning Board

Re: **Application for Amendment to Allow Off-Road Vehicle Track**

My wife and I purchased property and built our home in Durrance Acres, where we have lived for over 34 years.

The warranty deed for the property specifically lists the subject activity (off-road vehicle track) as prohibited use.

We are in agreement with the city's concerns in the setting precedents through allowance of land use alterations which could have negative long-term implications for residents / home owners / property owners of Ormond Beach.

We support preserving the area's warranted property use, thereby protecting from negative impacts to property value and quality of life of current and future residents.

Respectfully,

Douglas and Terry Armstrong

Residents of Durrance Acres, Ormond Beach

From: [John Gagne'](#)
To: [Community Development](#)
Subject: Grant Zimmermans off road application
Date: Wednesday, May 12, 2021 6:00:54 PM

[External Email-Use Caution] - OB/IT Helpdesk

My name is John Gagné and I live at the top of Warden Trail, the street Mr. Zimmermans property is on. I bought land here because it was peaceful and there were animals such as deer, turkeys, bald eagles, and the gopher tortoise. People ride horses on our street and my grandkids ride their bikes and go exploring in our woods. I can't imagine a better place to live and raise my children, and now my grandchildren

I am writing to oppose Mr . Zimmermans application to change the zoning to allow for off road vehicals. I am not against motorcycles, but I am concerned that a change in our zoning would open up the neighborhood to excessive noise, damage to the environment and wildlife, and could create a dangerous place for our children and horses. Of course I have to be concerned with what might happen to our property values. I encourage you to come to our neighborhood and see how peaceful it is and that the best use of this real estate is exactly how it's been used for many years.

Thank you,
John Gagné'
386-852-8082
2425 Warden Trail

Sent from my iPhone

Robert and Robin Harbuck
2312 Warden Trail
Ormond Beach, Florida 32174

May 12, 2021

Ormond Beach Planning Board
22 South Beach Street, Room 104
Ormond Beach, Florida 32174

Re: LDC 2021-057 - Proposed Off-Road Recreational Vehicle Course Land Development Code Amendment
Meeting: May 13, 2021

To the Members of the Planning Board:

My wife and I moved to 2312 Warden Trl in September 2012. One of the features that attracted us to our home was the rural feel of the area with many neighbors keeping cows, horses, chickens and other farm animals. We loved the idea of being able to live in an area that is close to all the conveniences but still feels like you are in the country. It is surprising how quiet and peaceful it is here at our home even with I-95 just to the East of us.

Unfortunately, we are finding this quite being taken away with the recent construction of a "dirt bike" track on the property at 2225 Warden Trl. There have been several weekend occasions over the past month or so where the owner of the property, along with others, have spent hours riding some type of small motorcycles around the track. Since we typically spend a lot of our weekend time outdoors on our property, the "buzzing" of the motorcycles can become annoying very quickly. It sounds almost like a chain saw running continuously. On one occasion, someone on one of these motorcycles raced up and down at a high rate of speed past our home which I felt created a safety hazard.

In the zoning definition for Rural Estate/Agriculture it states "The purpose of the Rural Estate/Agricultural (REA) Zoning District is to preserve and protect the rural character of certain areas that have some agricultural value and are suitable for rural estate living but have environmental constraints". As I am sure you are aware, noise is considered an environmental hazard by most state and federal regulatory agencies. It is our understanding that the applicant seeks to amend the City Land Development Code to allow for an Off-Road recreational vehicle course which sole purpose would be to run very noisy motorcycles over for extended periods at a time. It seems to me that allowing this change in the Land Development Code would violate one of the key tenets of the zoning definition of having environmental constraints.

We respectfully request that the planning board deny the application and maintain the integrity of the rural estate agricultural zoning.

Respectfully,

Robert Harbuck

Robin Harbuck


From: [Ed Hatley](#)
To: [Community Development](#)
Subject: Code Amendment LDC 2021-057 Off Road Recreational Vehicle Course
Date: Thursday, May 13, 2021 11:20:33 AM

[External Email-Use Caution] - OB/IT Helpdesk

My wife and I have lived 2245 Arabian Trail since 1994.

We have raised 3 children, my wife was a teachers aide at Calvary Christian Academy and I worked at both the Daytona Police Dept and the State Attorneys Office dealing with the most horrendous things you could imagine but I did it for my community, for our citizens safety and happiness.

We have both recently retired and we spend our days puttering around in the garden and enjoying the peace and quiet of our little community out here.

We have a beautiful and tranquil area here, that is what I believe draws people. You are within minutes of all the shopping and businesses you could want but when you come out here you enter a place of calm, peace and good caring neighbors.

Why would someone want to buy out here, knowing what it is that makes this such a wonderful area, and the first thing they attempt to do is destroy the beauty and tranquillity with a project that is guaranteed to destroy the very peace that people enjoy?

Having no respect for your neighbors, many of whom have lived out here for over 30 years, right to enjoy their beautiful community seems contrary to the mindset of the people who move out here.

If Mr. Zimmermann actually intends to build and live out here perhaps he could take a minute and consider what it is that he is willing to do to his neighbors and how far he is willing to go to destroy his neighbors quality of life.

I pray that the City of Ormond will not allow our community to be destroyed.

Sincerely,

Ed Hatley
386-898-1895

From: [Cheryl Holmes](#)
To: [Community Development](#)
Cc: [**Paul - Personal](#)
Subject: Objection to LDC 2021-057 - Off-Road Recreational Vehicle Course Land Development Code Amendment
Date: Thursday, May 13, 2021 11:39:00 AM

[External Email-Use Caution] - OB/IT Helpdesk

To: The Ormond Beach City Commission and Planning Board
RE: LDC 2021-057 - Off-Road Recreational Vehicle Course Land Development Code Amendment

This is the first that we have heard about this proposed land use and application. We are out of town or would appear in person at the meeting to speak. We respectfully urge the City Commission and Planning Board to deny this application for zoning amendment.

We have lived in this community for 23 years and raised our family here. We were attracted to the Life in this agricultural zoned community where we could have our horses and other animals with the protections in place to restrict certain activities and land use that also protected property values. Being within the city limits, we recognized Ormond Beach, the City Commission and Planning Board's commitment to the culture, lifestyle and environment that attracts so many to our City.

We understand Mr. Zimmerman's wishes to spend personal recreational time on his property within respectful consideration of his neighbors and the neighborhood. However, we oppose the need to make zoning changes that would affect *all* properties in the area. Changes that would open up to more courses to be built on property, and more concerning, as the sole use of a property. We must preserve the rights of those who have livestock (horses, cattle and other animals) whose health and safety would be adversely impacted by the noise and activity from this type of land use. The concerns detailed in the Staff Report are ours as well.

Please deny this application and preserve our community. Thank you for your consideration.

Sincerely

Paul and Cheryl Holmes
Durrance Acres, Ormond Beach Homeowners

05/13/2021

Ormond Beach City Council Planning Board,

I appreciate you taking the time to read my letter and your due diligence in considering all things pertaining to the rules set forth in the creation of Durrance Acres community guidelines. I would like to weigh in on the current situation that is taking place in regards to the application for a variance at the property listed at 2225 Warden Trail, Ormond Beach, FL.

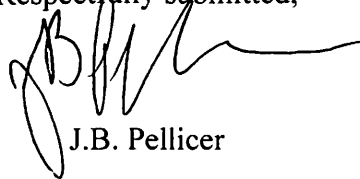
It is my understanding that Mr. Grant Zimmerman has filed for a variance in order to be able to essentially run a dirt bike track business. I say this because it would seem to me that his intentions are to either run a business on his property or start a club of sorts, where the public can race their bikes on his property, where he has already built a track. Whether or not he is looking to start a business for profit or a not for profit club matters not, as you will see below.

While I wholeheartedly respect the rights of property owners and the ingenuity of small business owners, neither of these really play a role in the request for this variance. Durrance Acres has a set of community bylaws which specifically forbade such propositions and usages, to include, a dirt bike track for use by the general public, clubs, etc. While it would seem clear that, at least for the time being, Mr. Zimmerman has no intentions of building a residence on his property, the bylaws clearly designate that the properties contained within the community are to be used for homestead, private use or agricultural purposes only. Currently, there is only the track.

As is, the use of off-road vehicles such as ATV's and UTV's are allowed for private use. Myself as well as others use them for private use to drive around the neighborhood, recreation and other assorted agricultural uses. To my knowledge, no one has ever had a problem with said uses and I believe that the consensus is that no one is trying to deny Mr. Zimmerman the same benefits that we all enjoy. However, filing for a variance, having multiple people, trucks and bikes out onto his property in just the past few weeks shows a preponderance of evidence of what will come if this is approved by the city.

In conclusion, I don't believe this variance is needed if Mr. Zimmerman truly only wants to use his property in the ways in which the community has designated land usage. Everyone who has moved here, or owns property within Durrance Acres, is fully aware of, and agrees to abide by, our community guidelines before taking ownership of any properties. Due to the above mentioned facts, as well as the impact upon our community, I wish to see the board refuse to grant any variances that go against agreed upon bylaws or community guidelines.

Respectfully submitted,



J.B. Pellicer

From: [Ruth Pellicer](#)
To: [Community Development](#)
Subject: Leeway Trail objection to propose dirtbike track
Date: Wednesday, May 12, 2021 5:34:46 PM

[External Email-Use Caution] - OB/IT Helpdesk

I own 25 acres directly across from this proposed track And I do plan on resigning on this piece of property one day. I have owned this property for years and I would not want the noise and the traffic across from this property the noise is disturbing and my the cattle and also neighboring horses Did not like this noise.. I do object to this rezoning and think it should not be allowed as this is supposed to be 5 acre rural sites
Ruth Pellicer.

Sent from my iPhone

Renee R. Pellicer
114 N. Tymber Creek Rd.
Ormond Beach, FL 32174

Ormond Beach Planning Board
22 South Beach Street
Room 104
Ormond Beach, FL 32174

May 13, 2021

RE: LDC 2021-057 – Proposed off-road recreational vehicle course land development code amendment

To Whom It May Concern:

My family currently owns 45 acres of land on Leeway Trail. We have owned this land for approx. 25 years.

This community was designed as a rural agricultural community with restrictions on land use and how it is to be parceled established decades ago. I am adamantly opposed to the proposed land use restrictions as, I believe, are the majority of my neighbors. I do not believe it is appropriate for one person to come into an established community and request to then undermine its very foundation and core values and benefits by requesting to amend the land use to his sole benefit. People have chosen to live here because of the rural agricultural lifestyle and invested significant amounts of money into their homes & property reasonably expecting the current deed restrictions to remain in place.

Dirt bike tracks are loud, noisy, upset people and their cows, horses, and other animals as well as add to non-residential traffic. I saw this in person last weekend. Please go to a dirt-bike track and see for yourself before even considering to pass such a destructive amendment. There is no residence there, whether the applicant may claim to build one or not is irrelevant to current land use intentions. He should not be allowed to build a dirt-bike track there.

Please deny this application.

Best Regards,



Renee Pellicer

From: renee2324@aol.com
To: [Community Development](#)
Subject: Code Amendment LDC 2021-057 Off Road Recreational Vehicle Course
Date: Wednesday, May 12, 2021 10:29:44 PM

[External Email-Use Caution] - OB/IT Helpdesk

Hello,

We have just been made aware that this matter is coming up for review tomorrow. We live on Arabian Trail, which backs up to Warden Trail. We have lived in this neighborhood for 36 years and don't plan on ever leaving (until the good Lord takes us home.) We absolutely love this area, raised our three boys here, and now have a grandson who loves to come and visit. We walk around the block and see all the cows, horses, and other animals. We love sitting on the porch, just enjoying the quiet, and watching the deer walk through our yard. We are **very much opposed** to having an off road recreational vehicle course allowed in our nice and peaceful neighborhood. Please do not allow this to happen.

Thank you,

Jeff & Renee Rittenour

From: [cherie sheahan](#)
To: [Community Development](#)
Subject: LDC 2021-057-Proposed Off-Road Recreational Vehicle Course Land Development Code Amendment
Date: Thursday, May 13, 2021 8:18:39 AM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Ormond Beach Planning Board,

Please oppose the application to amend the City Code provisions protecting our Rural Estate/Agricultural zoning! My husband and I have had a farm here in Durrance Acres for 24 years and it has been a wonderful country experience. The wildlife is abundant, turkeys, deer, sandhill cranes and the protected Gopher Tortoise. We enjoy the cattle and horse farms surrounding us and the horseback riders of all ages riding through our quiet neighborhood. We have had many horses and animals over the years and see how easily they are spooked by loud noises. I believe this would be a disaster for our animals and wildlife with increased truck traffic and noise.

I am appalled that anyone would want to permanently change the zoning to allow dirt bike racing open to the public. This is against the CCRs that we were given when we bought our property. Leonard and Tommy Durrance developed this area for Equestrian and Agricultural use and not for dirt bike racing and off road vehicles.

Please protect our Rural Estate/Agricultural Zoning!

Thank you,

Cherie Sheahan
2480 Arabian Trl
Ormond Beach, FL 32174

J. David and Stephanie Walsh
482 Leeway Trail
Ormond Beach, Florida 32174

May 12, 2021

Ormond Beach Planning Board
22 South Beach Street, Room 104
Ormond Beach, Florida 32174

Re: LDC 2021-057 – Proposed Off-Road Recreational Vehicle Course Land
Development Code Amendment
Meeting: May 13, 2021

To the Members of the Planning Board:

My wife and I built our house at 482 Leeway Trail in Durrance Acres in December 2000. We love our five-acre mini-farm where we have reared two children and now have two grandchildren. We have had as many as four horses living on our property but now have one retired therapy horse with us along with chickens and house pets. Like us, our neighbors love the rural lifestyle where they can have a large garden, let their children learn to love and care for animals, sit on the porch with friends to enjoy a quiet sunset, and leave the traffic noise and crowding far away.

Last weekend our peace and quiet was abruptly violated by multiple pickup trucks and motorbikes on the property abutting to our north. This is the property now owned by Mr. Grant Zimmerman, the applicant in this matter. We never had seen (or heard) such a large gathering of motorbikes in all of the twenty-one years we have lived here. We have neighbors who drive tractors, "gators" for driving around the local roads, and occasionally a neighbor child operating a mini-bike on their property. This was different!

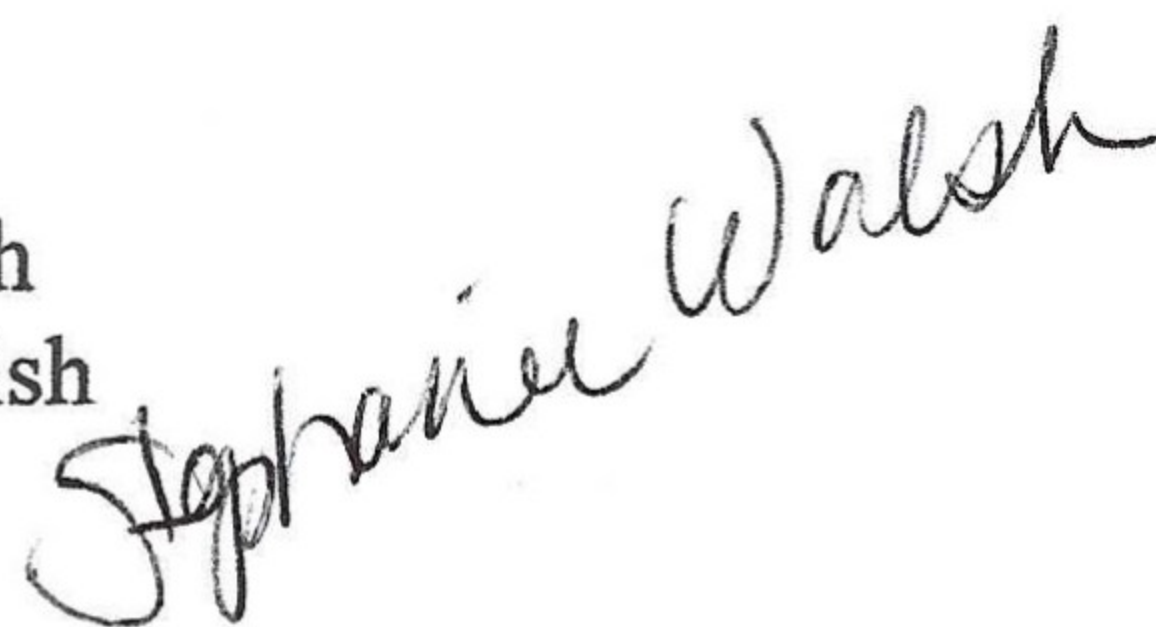
The applicant seeks to amend the City Land Development Code. What compelling interest does the applicant have in seeking to amend the zoning rules that protect our rural agricultural lifestyle? The applicant does not have a home on the property. He has no interest in keeping animals on his property. He just wants to have a place to race dirt-bikes within the city limits without regard to the rights of peaceful possession of the residents.

We respectfully request that you deny the application and let the residents of Durrance Acres keep their rural agricultural zoning in place. Thank you.

Respectfully,



J. David Walsh
Stephanie Walsh



From: [Deb W](#)
To: [Community Development](#); [Spraker, Steven](#)
Subject: Requesting a NO Vote on Amendment to Allow Off Road Vehicle Course
Date: Wednesday, May 12, 2021 8:00:39 PM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Ormond Beach Planning Board Members:

My husband & I live at 2341 Lipizzan Trail in Ormond Beach. We love the beauty & tranquility that we have living on our 5 acres. Our neighborhood is within the City limits not County and that is why we purchased here. We have lived in Ormond Beach for 23 years and know the City always wants to hear from all the people in an area being affected by a Proposed Amendment.

We are asking you all to reject the Amendment being made by Grant Zimmerman. This Amendment will negatively impact the quality of life we all cherish & change the very fabric of our neighborhood. This Amendment adds nothing to our neighborhood but extreme noise and only benefits one owner.

We spend hours maintaining our property not just for our benefit but for the abundant wildlife that we are blessed to share our homestead with. We do not want the City to allow multiple vehicles or motorbikes to spend hours Off roading on properties that are next to existing homes and neighbors. We urge you to consider how this will impact all the people who love this neighborhood and deny this Amendment.

Respectfully,
Debra & Matt Weinberg
2341 Lipizzan Trail
Ormond Beach

From: [HOLLY WEST](#)
To: [Community Development](#)
Cc: [Home](#)
Subject: Application for amendment to allow off-road vehicle track
Date: Thursday, May 13, 2021 11:58:15 AM

[External Email-Use Caution] - OB/IT Helpdesk

I have lived in Durrance Acres since February, 1986. The reason I am still here is because of the privacy of living in a Rural Estate/ Agricultural neighborhood. That includes the quiet, peaceful, spacious, friendly atmosphere. I vehemently oppose any change that an amendment to include what Mr. Zimmermann has applied for, being an off road vehicle track.

Kindest regards ,
Holly West
2279 Arabian Trail
Ormond Beach, FL

Sent from my iPad

**Timothy B. Sheahan
2480 Arabian Trail
Ormond Beach, FL 32174**

May 13, 2021

Planning Board
Planning Department
Room 104
22 S. Beach St.
Ormond Beach, FL 32174

Subject : LDC Amendment-Off-road Vehicle Course
LDC 2021-057

Planning Board Chair and Members of the Planning Board:

My name is Tim Sheahan. My wife and I have resided at 2480 Arabian Trail for over 24 years. We chose to live here because of the rural character of the area. We owned horses and my daughter was an equestrian. Another reason we chose to purchase our home in this area was that as a condition of employment with the City of Ormond Beach as their utility manager I was required to reside within the City within 12 months of the date of my employment. There are very few areas in the City that have the rural character and life style that Durrance Acres provides. It is really a jewel within the City that is peaceful and quiet and allows equestrian activities. We were keenly aware that both in the LDC and in deed restrictions there were prohibitions to dirt bike and motocross activities. Had these prohibitions not been in place, I would not have purchased the property. We have enjoyed living here or we would not have remained here for over 24 years. Now the peaceful and quiet life we have grown accustomed to appears to be in jeopardy with this requested amendment. I share Staff's concerns that the proposed use may generate negative impacts to surrounding property owners and adversely affect the quality of life of those that reside here. It is my opinion that the proposed use does not preserve and protect the rural character of the area. I sincerely hope the Planning Board agrees and deny this request. Thank you.





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: July 20, 2021

Subject: LDC Amendment - Mobile Food Dispensing Vehicles (Food Trucks)

Commission Goal: Community Development - Other

Introduction

This is an administrative request to amend Section 1-22, Definition of terms and words, of Chapter 1, General Administration, Article III, Definitions and Acronyms and Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to add definitions and accessory use standards to allow mobile food dispensing vehicles (food trucks) under certain conditions and within certain zoning districts.

Background

House Bill 1193, effective July 1, 2020, established certain preemptions that apply to all Florida cities. The House Bill pre-empted local governments from all regulations involving licenses, registrations, permits, fees and inspections, and states that a local government cannot prohibit mobile food dispensing vehicles. The House Bill does allow local governments to retain authority to regulate operations of mobile food dispensing vehicles.

There are limited existing Land Development Code regulations on mobile food dispensing vehicles. Mobile food dispensing vehicles have been allowed in Ormond Beach by policy as follows:

1. Large scale civic events organized by the City or a non-profit such as Ormond MainStreet. Examples would include Riverfest or the 4th of July celebration;
2. Large scale non-profit events, such as the Prince of Peace Oktoberfest or the Calvary Christian Center 4th of July celebration;
3. Within the Interlocal Service Boundary Agreement (ISBA) area where properties are identified as a host for itinerant vending along the North U.S. Highway 1 corridor. These properties were allowed to maintain existing uses as the ISBA was transferred from Volusia County to Ormond Beach; and
4. Malted Beverage Producers located in the I-1 zoning district based upon a Land

Development Code amendment. Currently the Ormond Brewery is the only Malted Beverage Producer with the ability to host mobile vending. **This is the only use that allows mobile food dispensing vehicles on private property.**

Mobile food dispensing vehicles are a type of itinerant vending. The City has historically limited itinerant vending and allowed this use through a Special Exception process on private property. As the demand for food trucks has increased over time, food trucks have been allowed at large scale special events and in the North U.S. Highway 1 area which was annexed (based on existing allowances from Volusia County).

The Malted Beverage Producers Land Development Code amendment to allow food trucks, approved October 2, 2018 through Ordinance 2018-23, triggered a review of how the city allows food trucks and provides regulations in the Land Development Code. It is necessary to amend the Land Development Code to formalize and codify the existing policies for mobile food dispensing vehicles, and based on the changes to state law. The Land Development Code amendment would amend Section 2-50 of the Land Development Code, under Accessory Uses. This section of the Code allows uses that are not permanent uses and are accessory to other permitted, conditional, or Special Exception uses. This section also contains how the city regulates outdoor activities that are an accessory use to a principal use.

The proposed amendment establishes two methods of permitting mobile food dispensing vehicles: (1) special events and (2) host permits of property owners. The first method of permitting mobile food dispensing vehicles is through special event permits and is consistent with existing policy. The second method of permitting mobile food dispensing vehicles is through a host permit of the property owner. The host permit process is utilized within the North U.S. Highway 1 corridor for existing special events and places the responsibility of compliance on the property owner.

Section 509.102 of the Florida Statutes **preempts** any type of local permitting or inspections of mobile food dispensing vehicles. The proposed amendment does not contain any type of permitting or inspection requirements which is assigned to state agencies.

The amendment establishes locations where mobile food dispensing vehicles are allowed as follows:

Existing policy where mobile food dispensing vehicles have been permitted:

1. Large scale civic events organized by the City or a non-profit such as Ormond MainStreet;
2. Large scale non-profit events, such as the Prince of Peace Oktoberfest or the Calvary Christian Center 4th of July celebration;
3. Within the Interlocal Service Boundary Agreement (ISBA) area where properties are identified as a host for itinerant vending along the North U.S. Highway 1 corridor; and
4. Malted Beverage Producers located in the I-1 zoning district.

Proposed zoning districts:

1. B-8 (Commercial); and
2. I-1 (Light Industrial).

Section 509.102 of the Florida Statutes states, “A municipality, county, or other local governmental entity may not prohibit mobile food dispensing vehicles from operating within the entirety of the entity’s jurisdiction.” There are multiple options for the allowance for mobile food dispensing vehicles. The amendment seeks to allow mobile food dispensing vehicles in the primary city commercial zoning district of B-8 (Commercial) and the industrial zoning district, I-1 (Light Industrial). **The Planning Board and City Commission can (1) approve the recommended districts, (2) reduce to a single zoning district, or (3) expand the zoning districts where mobile food dispensing vehicles are allowed.** Mobile food dispensing vehicles would not be allowed on vacant property or properties that do not have an existing operating business.

Discussion

The Planning Board reviewed the proposed Land Development Code amendment and recommended approval with a 7-0 vote. Board discussion included the following items:

1. Allowing mobile food dispensing vehicles at residential community centers for events of the specific residential community. The Board requested that an amendment for residential community centers be brought back as soon as possible.
2. Discussion of multiple scenarios including home deliveries and birthday parties.
3. Discussion of mobile food dispensing vehicles at sporting events. The City Attorney stated that existing agreements prevented the operations of mobile food dispensing vehicles that would impact concession sales.

There was one individual who desired to ensure that the amendment was clear that food trucks are not allowed downtown on any private property. There were no other individuals who spoke for or against the Land Development Code amendment. The minutes of the Planning Board meeting are attached in the City Commission packet.

Budget Impact

There is no budget impact associated with the Land Development Code amendment. The amendment clarifies and codifies existing policies and brings the city’s Land Development Code into consistency with Florida Statutes.

Citizen Impact

Mobile food dispensing vehicles have increased in popularity and state law has required that they be allowed within jurisdictions. As stated above, the allowance can be limited to a single zoning district or allowed in multiple districts. The Land Development Code amendment provides locational and operational standards. Mobile food dispensing vehicles will become more available and visible. Depending on individual perspectives

and operational compliance, this may have a positive or negative citizen impact.

Recommendation

It is Planning staff's and the Planning Board recommendation (7-0) that the City Commission **APPROVE** amendments to Land Development Code, amend Section 1-22, Definition of terms and words, of Chapter 1, General Administration, Article III, Definitions and Acronyms and Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to add definitions and accessory use standards to allow mobile food dispensing vehicles (food trucks) under certain conditions and within certain zoning districts, as shown in the attached Ordinance.

Attachments:

- 21-20 Mobile Food Trucks (P21-0074G) (PDF)
- 05.13.2021, LDC amendment Sections 1-22&2-50 MFDV, PB Staff Report (PDF)
- DRAFT - Planning Board minutes - Mobile Food Dispensing Vehicles (Food Trucks) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/9/2021


Claire Whitley, Assistant City Manager 7/12/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

ORDINANCE NO. 2021-20

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, OF THE *LAND DEVELOPMENT CODE* TO ADD DEFINITIONS AND ACCESSORY USE STANDARDS TO ALLOW MOBILE FOOD DISPENSING VEHICLES (FOOD TRUCKS) UNDER CERTAIN CONDITIONS AND WITHIN CERTAIN ZONING DISTRICTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's planning staff has proposed that the City of Ormond Beach *Land Development Code* ("the *LDC*") be amended to add definitions and accessory use standards to allow mobile food dispensing vehicles (food trucks) under certain conditions and within certain zoning districts within Section 1-22, Definition of terms and words, and Section 2-50, Accessory Uses of the *LDC*, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has reviewed the recommended amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(c)(2), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the recommended amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

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

SECTION ONE. Section 1-22, Definition of terms and words, of Chapter 1, General Administration, Article III, Definitions and Acronyms, of the *LDC* is hereby amended by adding the following definitions:

Sec. 1-22. - Definition of terms and words.

Mobile Food Dispensing Vehicle shall mean any vehicle that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal and licensed as a public food service establishment by the state of Florida in accordance with Chapter 509, Florida Statutes. This term shall include, but is not limited to food cart, food truck, and lunch trucks.

Mobile Food Dispensing Vehicle Host Permit shall mean a permit that is issued to a property owner authorizing one (1) or more individual mobile food dispensing vehicles to conduct mobile food vending activities on the property owner's land as specified in the permit.

Mobile Food Dispensing vendor means the owner, operator, licensee, proprietor or appointed agent of a public food establishment licensed under Chapter 509, Florida Statutes.

Vacant or unimproved land shall mean land on which permanent improvements consisting of one (1) or more buildings do not exist or are not being utilized for the express purpose of engaging in a primary business use; and shall include land for which a business tax receipt has been issued authorizing a business use where discernible business activities that are customarily associated with such business are not being conducted.

SECTION TWO. Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code, of the *LDC* is hereby amended to read as follows:

Sec. 2-50. – Accessory uses.

(v) ~~Outdoor activities.~~ Mobile food dispensing vehicles.

(1) Permit required:

- a. Mobile food dispensing vehicles are permitted within the city limits as part of a special event or mobile food dispensing vehicle host permit under the conditions of this section.

(2) Permit submittal requirements:

- a. The following information shall be required:
 - 1. Sketch and picture of the area designated for the mobile food dispensing vehicles. The sketch shall include the separation distance of vehicles if more than one (1) mobile food dispensing vehicle is proposed.
 - 2. Location of public restrooms.
 - 3. On private property, provide the area and percentage of parking lot dedicated to the mobile food dispensing vehicles.
 - 4. On private property, if the applicant is not the property owner, a written and notarized authorization from the property owner shall be provided to allow mobile food dispensing vehicles.
 - 5. On private property, the property owner shall provide a statement that the property owner is responsible for ensuring the state licensing of the mobile food dispensing vehicles operating on the host property and operational standards in subsection (5) of this Section.

(3) Permit timeframes:

- a. The special event permit timeframe shall be specified in the approved permit.
- b. The mobile food dispensing vehicle host permit shall be valid from October 1st to September 30th. A permit fee is required per Section 8-10 of the Code of Ordinances.

(4) Locations allowed:

- a. Mobile food dispensing vehicles are allowed as follows:
 - 1. On city property as approved in association with a city sponsored event, or as approved by the Leisure Services Department with a special event permit. Permits are contingent on providing proof of liability insurance required for permittees and other conditions of a special event permit.
 - 2. Houses of Worship special events that are designed for over 500 people with a special event permit.

3. Within the Interlocal Service Boundary Agreement area (ISBA) with recognized itinerant vending during recognized special events per Chapter 2, Article VII of this Code.
4. Within the B-8 (Commercial) and I-1 (Light Industrial) zoning district with a mobile food dispensing vehicle host permit.
5. No mobile food dispensing vehicles shall be permitted on vacant land or properties with no principal use. A principal use shall be demonstrated with an active Business Tax Receipt.

(5) Operational standards for mobile food dispensing vehicles:

- a. Hours of operation: Shall be limited to 8:00 am to 10:00 pm.
- b. Define sales area: Shall be shown on the special event or mobile food dispensing vehicle host permit and cannot be over 30% of the parking lot area. Temporary dining areas may be provided in association with mobile food dispensing vehicles as shown on the special event or mobile food dispensing vehicle host permit application.
- c. Storage and parking: Mobile food dispensing vehicles shall not be allowed overnight.
- d. Trash disposal: The special event or mobile food dispensing vehicle host permit holder is required to provide trash receptacles and ensure that mobile food dispensing vehicles are kept clean.
- e. The special event or mobile food dispensing vehicle host permit holder shall be responsible for the provision of rest room facilities for public use.
- f. Mobile food dispensing vehicles shall not block vehicular or pedestrian circulation for ingress or egress to the site.
- g. Mobile food dispensing vehicles shall not park or otherwise impact existing landscaped areas.
- h. It is prohibited for mobile food dispensing vehicles to create a nuisance condition to include, but not limited to, displaying flags, creating loud noises, shouting, or outdoor music.
- i. Signage: An A-frame sign in accordance with the maximum size limit and number of signs under the A-frame sign regulations provided under Section 3-46 of the Land Development Code is permitted within 15' of the mobile food dispensing vehicles. No other flags, pennants, balloons or other signage is permitted.
- j. No alcoholic beverages are allowed.

k. Setback: The minimum required setback for mobile food dispensing vehicles from the public right-of-way shall be at least twenty (20') feet. Within the Greenbelt and Gateway Preservation Districts of Section 2-73 of this *Land Development Code*, the setback shall be at least thirty-six (36') feet.

~~(w.)~~ Outdoor activities. ***No change to existing text***

~~(w.)~~ ~~(x.)~~ Outdoor Storage. ***No change to existing text***

~~(x.)~~ ~~(y.)~~ Patios/decks. ***No change to existing text***

~~(y.)~~ ~~(z.)~~ Pools. ***No change to existing text***

~~(z.)~~ ~~(aa.)~~ Ranger's residence. ***No change to existing text***

~~(aa.)~~ ~~(bb.)~~ Recreational vehicle/boat storage. ***No change to existing text***

~~(bb.)~~ ~~(cc.)~~ Screen porches/enclosures. ***No change to existing text***

~~(cc.)~~ ~~(dd.)~~ Sheds, utility structures, playhouses and gazebos. ***No change to existing text***

~~(dd.)~~ ~~(ee.)~~ Solar energy systems. ***No change to existing text***

~~(ee.)~~ ~~(ff.)~~ Tailwater recovery system. ***No change to existing text***

~~(ff.)~~ ~~(gg.)~~ Tennis courts. ***No change to existing text***

~~(gg.)~~ ~~(hh.)~~ Temporary sales office. ***No change to existing text***

~~(hh.)~~ ~~(ii.)~~ Temporary structure. ***No change to existing text***

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 20th day of July, 2021.

PASSED UPON at the second and final reading of the City Commission, this 4th day of August, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: May 3, 2021

SUBJECT: Land Development Code amendment: Sections 1-22 and 2-50,
Mobile food dispensing vehicles (food trucks)

APPLICANT: Administrative

NUMBER: LDC 2021-052

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION:

This is an administrative request to amend Section 1-22, Definition of terms and words, of Chapter 1, General Administration, Article III, Definitions and Acronyms and Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to add definitions and accessory use standards to allow mobile food dispensing vehicles (food trucks) under certain conditions and within certain zoning districts.

BACKGROUND:

House Bill 1193, effective July 1, 2020, established certain preemptions that apply to all Florida cities. The House Bill pre-empted local governments from all regulations involving licenses, registrations, permits, fees and inspections and states that a local government cannot prohibit mobile food dispensing vehicles. The House Bill does allow local governments to retain authority to regulate operations of mobile food dispensing vehicles. House Bill 1193 was incorporated into Section 509.102 of the Florida Statutes:

509.102 Mobile food dispensing vehicles; preemption. —

- (1) As used in this section, the term “mobile food dispensing vehicle” means any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.
- (2) Regulation of mobile food dispensing vehicles involving licenses, registrations, permits, and fees is preempted to the state. A municipality, county, or other local governmental entity may not require a separate license, registration, or permit other than the license required under s. 509.241, or require the payment of any license, registration, or permit fee other than the fee required under s. 509.251, as a condition for the operation of a mobile food dispensing vehicle within the entity’s jurisdiction. A municipality, county, or other local governmental entity may not prohibit mobile food dispensing vehicles from operating within the entirety of the entity’s jurisdiction.

- (3) This section may not be construed to affect a municipality, county, or other local governmental entity's authority to regulate the operation of mobile food dispensing vehicles other than the regulations described in subsection (2).
- (4) This section does not apply to any port authority, aviation authority, airport, or seaport.

Mobile food dispensing vehicles were discussed previously at:

- May 9, 2019 Planning Board;
- April 11, 2019 Planning Board; and
- February 5, 2019 City Commission workshop.

The packets and minutes for these meetings are included in Attachment 2.

ANALYSIS:

The proposed Land Development Code amendment is shown below. The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

Section 1-22, Definition of terms and words, of Chapter 1, General Administration, Article III, Definitions and Acronyms

Mixed uses ****No change to existing text****

Mobile Food Dispensing Vehicle shall mean any vehicle that is that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal and licensed as a public food service establishment by the state of Florida in accordance with Chapter 509, Florida Statutes. This term shall include, but is not limited to food cart, food truck, and lunch trucks.

Mobile Food Dispensing Vehicle Host Permit shall mean a permit that is issued to a property owner authorizing one (1) or more individual mobile food dispensing vehicles to conduct mobile food vending activities on the property owner's land as specified in the permit.

Mobile Food Dispensing vendor means the owner, operator, licensee, proprietor or appointed agent of a public food establishment licensed under Chapter 509, Florida Statutes.

Mobile home ****No change to existing text****

Utility structure ****No change to existing text****

Vacant or unimproved land shall mean land on which permanent improvements consisting of one (1) or more buildings do not exist or are not being utilized for the express purpose of engaging in a primary business use; and shall include land for which a business tax receipt has been issued authorizing a business use where discernible business activities that are customarily associated with such business are not being conducted.

Variance ****No change to existing text****

Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach *Land Development Code*

- (u) Manager's residence in commercial and industrial districts. ****No change to existing text****
- (v) ~~Outdoor activities:~~ Mobile food dispensing vehicles
 - (1) Permit required:
 - a. Mobile food dispensing vehicles are permitted within the city limits as part of a special event or mobile food dispensing vehicle host permit under the conditions of this section.
 - (2) Permit submittal requirements:
 - a. The following information shall be required:
 - 1. Sketch and picture of the area designated for the mobile food dispensing vehicles. The sketch shall include the separation distance of vehicles if more than one (1) mobile food dispensing vehicle is proposed.
 - 2. Location of public restrooms.
 - 3. On private property, provide the area and percentage of parking lot dedicated to the mobile food dispensing vehicles.
 - 4. On private property, if the applicant is not the property owner, a written and notarized authorization from the property owner shall be provided to allow mobile food dispensing vehicles.
 - 5. On private property, the property owner shall provide a statement that the property owner is responsible for ensuring the state licensing of the mobile food dispensing vehicles operating on the host property and operational standards in subsection (5) of this Section.
 - (3) Permit timeframes:
 - a. The special event permit timeframe shall be specified in the approved permit.
 - b. The mobile food dispensing vehicle host permit shall be valid from October 1st to September 30th. A permit fee is required per Section 8-10 of the Code of Ordinances.
 - (4) Locations allowed:
 - a. Mobile food dispensing vehicles are allowed as follows:
 - 1. On city property as approved in association with a city sponsored event, or as approved by the Leisure Services Department with a special event permit. Permits are contingent on providing proof of liability insurance required for permittees and other conditions of a special event permit.
 - 2. Houses of Worship special events that are designed for over 500 people with a special event permit.

3. Within the Interlocal Service Boundary Agreement area (ISBA) with recognized itinerant vending during recognized special events per Chapter 2, Article VII of this Code.
4. Within the B-8 (Commercial) and I-1 (Light Industrial) zoning district with a mobile food dispensing vehicle host permit.
5. No mobile food dispensing vehicles shall be permitted on vacant land or properties with vehicles to no principal use. A principal use shall be demonstrated with an active Business Tax Receipt.

(5) Operational standards for mobile food dispensing vehicles:

1. Hours of operation: Shall be limited to 8:00 am to 10:00 pm.
2. Define sales area: Shall be shown on the special event or mobile food dispensing vehicle host permit and cannot be over 30% of the parking lot area. Temporary dining areas may be provided in association with mobile food dispensing vehicles as shown on the special event or mobile food dispensing vehicle host permit application.
3. Storage and parking: Mobile food dispensing vehicles shall not be allowed overnight.
4. Trash disposal: The special event or mobile food dispensing vehicle host permit holder is required to provide trash receptacles and ensure that mobile food dispensing vehicles are kept clean.
5. The special event or mobile food dispensing vehicle host permit holder shall be responsible for the provision of rest room facilities for public use.
6. Mobile food dispensing vehicles shall not block vehicular or pedestrian circulation for ingress or egress to the site.
7. Mobile food dispensing vehicles shall not park or otherwise impact existing landscaped areas.
8. It is prohibited for mobile food dispensing vehicles to create a nuisance condition to include, but not limited to, displaying flags, creating loud noises, shouting, or outdoor music.
9. Signage: An A-frame sign in accordance with the maximum size limit and number of signs under the A-frame sign regulations provided under Section 3-46 of the Land Development Code is permitted within 15' of the mobile food dispensing vehicles. No other flags, pennants, balloons or other signage is permitted.
10. No alcoholic beverages are allowed.
11. Setback: The minimum required setback for mobile food dispensing vehicles from the public right-of-way shall be at least twenty (20') feet. Within the Greenbelt and Gateway Preservation Districts of Section 2-73 of this Land Development Code, the setback shall be at least thirty-six (36') feet.

(w.) Outdoor activities. ***No change to existing text***

~~(w.)~~ (x.) Outdoor Storage. ***No change to existing text***

- ~~(x.)~~ (y.) Patios/decks. ***No change to existing text***
- ~~(y.)~~ (z.) Pools. ***No change to existing text***
- ~~(z.)~~ (aa.) Ranger's residence. ***No change to existing text***
- ~~(aa.)~~ (bb.) Recreational vehicle/boat storage. ***No change to existing text***
- ~~(bb.)~~ (cc.) Screen porches/enclosures. ***No change to existing text***
- ~~(ee.)~~ (dd.) Sheds, utility structures, playhouses and gazebos. ***No change to existing text***
- ~~(dd.)~~ (ee.) Solar energy systems. ***No change to existing text***
- ~~(ee.)~~ (ff.) Tailwater recovery system. ***No change to existing text***
- ~~(ff.)~~ (gg.) Tennis courts. ***No change to existing text***
- ~~(gg.)~~ (hh.) Temporary sales office. ***No change to existing text***
- ~~(hh.)~~ (ii.) Temporary structure. ***No change to existing text***

There are limited existing Land Development Code regulations on mobile food dispensing vehicles. Mobile food dispensing vehicles have been allowed in Ormond Beach by policy as follows:

1. Large scale civic events organized by the City or a non-profit such as Ormond MainStreet. Examples would include Riverfest or the 4th of July celebration;
2. Large scale non-profit events, such as the Prince of Peace Octoberfest or the Calvary Christian Center 4th of July celebration;
3. Within the Interlocal Service Boundary Agreement (ISBA) area where properties are identified as a host for itinerant vending along the North U.S. Highway 1 corridor. These properties were allowed to maintain existing uses as the ISBA was transferred from Volusia County to Ormond Beach; and
4. Malted Beverage Producers located in the I-1 zoning district based upon a Land Development Code amendment. Currently the Ormond Brewery is the only Malted Beverage Producer with the ability to host mobile vending. This is the only use that allows mobile food dispensing vehicles on private property.

Mobile food dispensing vehicles are a type of itinerant vending. The City has historically limited itinerant vending and allowed this use through a Special Exception process on private property. As the demand for food trucks has increased over time, food trucks have been allowed at large scale special events and in the North U.S. Highway 1 area which was annexed (based on existing allowances from Volusia County). The Malted Beverage Producers Land Development Code amendment to allow food trucks triggered a review of how the city allows food trucks and provides regulations in the Land Development Code. It is necessary to amend the Land Development Code to formalize and codify the existing policies for mobile food dispensing vehicles and based on the changes to state law. The Land Development Code amendment would amend Section 2-50 of the Land Development Code, under Accessory Uses. This Section of the Code allows uses that are not permanent uses and are accessory to other permitted,

conditional, or Special Exception uses. This section also contains how the city regulates outdoor activities that are an accessory use to a principal use.

The proposed amendment establishes two methods of permitting mobile food dispensing vehicles: (1) special events and (2) host permits of property owners. The first method of permitting mobile food dispensing vehicles is through special event permits and is consistent with existing policy. The second method of permitting mobile food dispensing vehicles is through a host permit of the property owner. The host permit process is utilized within the North U.S. Highway 1 corridor for existing special events and places the responsibility of compliance on the property owner.

Section 509.102 of the Florida Statutes preempts any type of local permitting or inspections of mobile food dispensing vehicles. The proposed amendment does not contain any type of permitting or inspection requirements which is assigned to state agencies.

The amendment establishes locations where mobile food dispensing vehicles are allowed as follows:

Existing policy where mobile food dispensing vehicles have been permitted:

1. Large scale civic events organized by the City or a non-profit such as Ormond MainStreet;
2. Large scale non-profit events, such as the Prince of Peace Octoberfest or the Calvary Christian Center 4th of July celebration;
3. Within the Interlocal Service Boundary Agreement (ISBA) area where properties are identified as a host for itinerant vending along the North U.S. Highway 1 corridor; and
4. Malted Beverage Producers located in the I-1 zoning district.

Proposed zoning districts:

1. B-8 (Commercial); and
2. I-1 (Light Industrial).

Section 509.102 of the Florida Statutes states, "A municipality, county, or other local governmental entity may not prohibit mobile food dispensing vehicles from operating within the entirety of the entity's jurisdiction." There are multiple options for the allowance for mobile food dispensing vehicles. The amendment seeks to allow mobile food dispensing vehicles in the primary city commercial zoning district of B-8 (Commercial) and the industrial zoning district, I-1 (Light Industrial). The Planning Board and City Commission can (1) approved the recommended districts, (2) reduce to a single zoning district, or (3) expand the zoning districts where mobile food dispensing vehicles are allowed. Mobile food dispensing vehicles would not be allowed on vacant property or properties that do not have an existing operating business. Below is a summary of the city's zoning districts with the maps of the zoning districts provided in Attachment 3:

EXHIBIT 1: Summary of city zoning districts

Zoning district	Notes
B-1, Professional Office/Hospital	Properties within this zoning district include medical and office uses along Nova Road, the former hospital site along South Atlantic Avenue, and non-conforming houses along West Granada Boulevard and New Britain Avenue. The zoning district is primarily office related. Mobile food dispensing vehicles would not be appropriate in this zoning district.
B-2, (Neighborhood Commercial)	This zoning district allows daily retail sales and has limited locations within the city. Locations include the frontage of Breakaway Trails and Ormond Lakes subdivisions. Mobile food dispensing vehicles would not be appropriate in this zoning district.
B-4, (Central Business)	This zoning district is comprised of lands within the Downtown Community Redevelopment Area along Granada Boulevard from SR A1A to Orchard Street and South Yonge Street. At the April 11, 2019 Planning Board there were multiple individuals requesting not to allow mobile food dispensing vehicles within the Downtown area on private properties (see Attachment 2).
B-5, (Service Commercial)	This zoning district is designed for automobile uses and warehousing. The parcels are generally along roadways such as Andalusia Avenue, Parque Avenue, U.S. Highway 1, and Wilmette Avenue.
B-6, (Oceanfront Tourist Commercial)	This zoning district is located on the east side of South Atlantic Avenue and does not allow retail sales. The uses in this zoning district are transient lodging, condominiums, and single-family houses. Mobile food dispensing vehicles would not be appropriate in this zoning district.
B-7 (Highway Tourist Commercial)	This zoning district also includes retail/commercial areas around South Atlantic Avenue (west side), U.S. Highway 1 and I-95 and West Granada Boulevard and I-95. Depending on how many areas are sought to allow mobile food dispensing vehicles this zoning district may be an additional zoning district to allow mobile food dispensing vehicles.
B-8 (Commercial)	This is the principal retail zoning district of the city. Areas of the city include Nova Road, U.S. Highway 1, and portions of West Granada Boulevard west of Clyde Morris Boulevard. This is a recommended zoning district for mobile food dispensing.
B-9 (Boulevard)	This zoning district is along West Granada Boulevard from Orchard Street to Nova Road and has a mixture of medical offices, retail, and personal service uses.

Zoning district	Notes
B-10 (Suburban Boulevard)	This zoning district is along West Granada Boulevard from Nova Road to Williamson Boulevard and Clyde Morris Boulevard and Hand Avenue and has a mixture of medical offices, retail, and personal service uses.
I-1 (industrial)	This zoning district includes warehousing, storage, manufacturing and office uses. Locations include North U.S. Highway 1, the airport business park, and around the railroad from Wilmette Avenue to Fleming Avenue. This is a recommended zoning district for mobile food dispensing.

CONCLUSION:

Section 1-15(d)(3) of the Land Development Code requires certain criteria that must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The proposed amendment does not propose any site-specific development. This amendment seeks to align the Land Development Code with recent state statutes and codify existing policies on mobile food dispensing vehicles. The amendment would provide the framework for the allowance of mobile food dispensing vehicles on private property. It is not expected that the proposed Land Development Code amendment would create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discusses the need to update Land Development Code regulations.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties. Operational standards are part of the amendment to address any off-site impacts.

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 proposed Land Development Code amendment is not applicable to public facilities.

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

7. The proposed development is functional in the use of space and aesthetically acceptable.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

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.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the amendments to Land Development Code, amend Section 1-22, Definition of terms and words, of Chapter 1, General Administration, Article III, Definitions and Acronyms and Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to add definitions and accessory use standards to allow mobile food dispensing vehicles (food trucks) under certain conditions and within certain zoning districts, as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Attachment 2: Previous public hearing items on mobile food dispensing vehicles

Attachment 3: Zoning district maps

Attachment 1:

Proposed Land Development Code amendment

Section 1-22, Definition of terms and words, of Chapter 1, General Administration, Article III, Definitions and Acronyms

Mixed uses ****No change to existing text****

Mobile Food Dispensing Vehicle shall mean any vehicle that is that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal and licensed as a public food service establishment by the state of Florida in accordance with Chapter 509, Florida Statutes. This term shall include, but is not limited to food cart, food truck, and lunch trucks.

Mobile Food Dispensing Vehicle Host Permit shall mean a permit that is issued to a property owner authorizing one (1) or more individual mobile food dispensing vehicles to conduct mobile food vending activities on the property owner's land as specified in the permit.

Mobile Food Dispensing vendor means the owner, operator, licensee, proprietor or appointed agent of a public food establishment licensed under Chapter 509, Florida Statutes.

Mobile home ****No change to existing text****

Utility structure ****No change to existing text****

Vacant or unimproved land shall mean land on which permanent improvements consisting of one (1) or more buildings do not exist or are not being utilized for the express purpose of engaging in a primary business use; and shall include land for which a business tax receipt has been issued authorizing a business use where discernible business activities that are customarily associated with such business are not being conducted.

Variance ****No change to existing text****

Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach *Land Development Code*

(u) Manager's residence in commercial and industrial districts. ****No change to existing text****

(v) ~~Outdoor activities.~~ Mobile food dispensing vehicles

(1) Permit required:

a. Mobile food dispensing vehicles are permitted within the city limits as part of a special event or mobile food dispensing vehicle host permit under the conditions of this section.

(2) Permit submittal requirements:

a. The following information shall be required:

1. Sketch and picture of the area designated for the mobile food dispensing vehicles. The sketch shall include the separation distance of vehicles if more than one (1) mobile food dispensing vehicle is proposed.
2. Location of public restrooms.
3. On private property, provide the area and percentage of parking lot dedicated to the mobile food dispensing vehicles.
4. On private property, if the applicant is not the property owner, a written and notarized authorization from the property owner shall be provided to allow mobile food dispensing vehicles.
5. On private property, the property owner shall provide a statement that the property owner is responsible for ensuring the state licensing of the mobile food dispensing vehicles operating on the host property and operational standards in subsection (5) of this Section.

(3) Permit timeframes:

- a. The special event permit timeframe shall be specified in the approved permit.
- b. The mobile food dispensing vehicle host permit shall be valid from October 1st to September 30th. A permit fee is required per Section 8-10 of the Code of Ordinances.

(4) Locations allowed:

- a. Mobile food dispensing vehicles are allowed as follows:
 1. On city property as approved in association with a city sponsored event, or as approved by the Leisure Services Department with a special event permit. Permits are contingent on providing proof of liability insurance required for permittees and other conditions of a special event permit.
 2. Houses of Worship special events that are designed for over 500 people with a special event permit.
 3. Within the Interlocal Service Boundary Agreement area (ISBA) with recognized itinerant vending during recognized special events per Chapter 2, Article VII of this Code.
 4. Within the B-8 (Commercial) and I-1 (Light Industrial) zoning district with a mobile food dispensing vehicle host permit.
 5. No mobile food dispensing vehicles shall be permitted on vacant land or properties with vehicles to no principal use. A principal use shall be demonstrated with an active Business Tax Receipt.

(5) Operational standards for mobile food dispensing vehicles:

1. Hours of operation: Shall be limited to 8:00 am to 10:00 pm.
2. Define sales area: Shall be shown on the special event or mobile food dispensing vehicle host permit and cannot be over 30% of the parking lot area. Temporary dining areas may be provided in association with mobile food

dispensing vehicles as shown on the special event or mobile food dispensing vehicle host permit application.

3. Storage and parking: Mobile food dispensing vehicles shall not be allowed overnight.
4. Trash disposal: The special event or mobile food dispensing vehicle host permit holder is required to provide trash receptacles and ensure that mobile food dispensing vehicles are kept clean.
5. The special event or mobile food dispensing vehicle host permit holder shall be responsible for the provision of rest room facilities for public use.
6. Mobile food dispensing vehicles shall not block vehicular or pedestrian circulation for ingress or egress to the site.
7. Mobile food dispensing vehicles shall not park or otherwise impact existing landscaped areas.
8. It is prohibited for mobile food dispensing vehicles to create a nuisance condition to include, but not limited to, displaying flags, creating loud noises, shouting, or outdoor music.
9. Signage: An A-frame sign in accordance with the maximum size limit and number of signs under the A-frame sign regulations provided under Section 3-46 of the Land Development Code is permitted within 15' of the mobile food dispensing vehicles. No other flags, pennants, balloons or other signage is permitted.
10. No alcoholic beverages are allowed.
11. Setback: The minimum required setback for mobile food dispensing vehicles from the public right-of-way shall be at least twenty (20') feet. Within the Greenbelt and Gateway Preservation Districts of Section 2-73 of this Land Development Code, the setback shall be at least thirty-six (36') feet.

(w.) Outdoor activities. ***No change to existing text***

~~(w.)~~ (x.) Outdoor Storage. ***No change to existing text***

~~(x.)~~ (y.) Patios/decks. ***No change to existing text***

~~(y.)~~ (z.) Pools. ***No change to existing text***

~~(z.)~~ (aa.) Ranger's residence. ***No change to existing text***

~~(aa.)~~ (bb.) Recreational vehicle/boat storage. ***No change to existing text***

~~(bb.)~~ (cc.) Screen porches/enclosures. ***No change to existing text***

~~(cc.)~~ (dd.) Sheds, utility structures, playhouses and gazebos. ***No change to existing text***

~~(dd.)~~ (ee.) Solar energy systems. ***No change to existing text***

~~(ee.)~~ (ff.) Tailwater recovery system. ***No change to existing text***

~~(ff.)~~ (gg.) Tennis courts. ***No change to existing text***

~~(gg.)~~ (hh.) Temporary sales office. ****No change to existing text****

~~(hh.)~~ (ii.) Temporary structure. ****No change to existing text****

Attachment 2:

Past public hearing review of mobile food dispensing vehicles

- April 11, 2019 Planning Board
 - February 5, 2019 City Commission workshop
- May 9, 2019 Planning Board

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: April 4, 2019

SUBJECT: Mobile Food Dispensing Vehicles (food trucks)

APPLICANT: Administrative

NUMBER: LDC 2019-059

PROJECT PLANNER: S. Laureen Kornel, AICP, Senior Planner
Steven Spraker, AICP, Planning Director

INTRODUCTION:

This is a discussion item for a Land Development Code amendment regarding the subject of Mobile Food Dispensing Vehicles (food trucks) to obtain policy direction from the Planning Board.

BACKGROUND:

There are limited Land Development Code regulations on Mobile Food Dispensing Vehicles. Mobile Food Dispensing Vehicles have been allowed in Ormond Beach as follows:

1. Large scale civic events organized by the City or a non-profit such as Ormond MainStreet. Examples would include Riverfest or the 4th of July celebration;
2. Large scale non-profit events, such as the Prince of Peace Octoberfest or the Calvary Christian Center 4th of July celebration;
3. Within the Interlocal Service Boundary Agreement (ISBA) area where properties are identified as a host for itinerant vending along the North U.S. Highway 1 corridor. These properties were allowed to maintain existing uses as the ISBA was transferred from Volusia County to Ormond Beach; and
4. Malted Beverage Producers located in the I-1 zoning district. Currently the Ormond Brewery is the only Malted Beverage Producer with the ability to host mobile vending. This is the only use that allows Mobile Food Dispensing Vehicles on private property.

History:

The Land Development Code amendment for the Malted Beverage Producers located in the I-1 zoning district was the catalyst for the current amendment review for Mobile Food Dispensing Vehicles. A history of actions leading up to the review includes the following points:

- August 9, 2018, Planning Board review of the Land Development Code amendment for the Malted Beverage Producers use to allow food trucks. A key issue was that the existing Malted Beverage Producer did not have the ability to cook food and was located in the I-1 zoning district. The general consensus of the Planning Board was that the City has been too restrictive in its approach to allowing food trucks in the City and that there would not be impacts to restaurants if food trucks were permitted. Board members were interested in expanding the areas of the City where Mobile Food Dispensing Vehicles would be allowed. A copy of the meeting minutes is attached to this report in ATTACHMENT 4.
- February 5, 2019, there was a joint workshop of the City Commission and Planning Board that detailed options for regulating Mobile Food Dispensing Vehicles. Summary points included:
 1. There was a census that the Land Development Code is in need of codifying existing food truck policies and the Orlando food truck regulations were well received as a model toward developing food truck regulations in Ormond Beach.
 2. It was recommended that input from the restaurants be gathered.
 3. It was discussed that there may need to be a distance requirement between food trucks and brick and mortar restaurants and that food trucks should not be allowed under the B-4 zoning district.
 4. It was suggested that any food truck wishing to operate in the City of Ormond Beach be evaluated on a case by case basis and that it makes sense to allow food trucks where there is a lack of brick and motor restaurants.

The food truck discussion concluded with staff advising that they would seek input from restaurants on the subject in anticipation of moving forward with developing food truck regulations. The joint workshop packet information is included in ATTACHMENT 1 and a copy of the meeting minutes are attached to this report.

- March 5, 2019, the City Commission, directed staff to move forward with a Land Development Code amendment to develop food truck regulations.
- March 12-14, 2019, a survey was provided to approximately 120 Ormond Beach restaurants via hand delivery and U.S. Mail with a stamped, self-addressed envelope to send back responses. Staff has received 25 surveys back. Some survey responses were anonymous and some respondents completed only certain questions. The surveys contained areas for open responses from the restaurant operators. The surveys and survey general comments are summarized in ATTACHMENT 2 of this report. A meeting date of March 28, 2019 was established for restaurants to discuss food truck regulations with City staff.
- March 14, 2019, City staff contacted food truck operators via e-mail seeking input on existing permitting regulations and the potential Land Development Code amendment. A meeting date of March 29, 2019 was established for food truck operators to discuss food truck regulations with City staff.

- March 18, 2019, City staff met with Ormond MainStreet executive committee and the full Board. Staff provided an update at the executive committee on the February 5, 2019, joint workshop and surveys that were sent to restaurants. One Downtown property owner advised the MainStreet board that they were opposed to food trucks within the Downtown area.
- March 28, 2019, City staff met with three (3) Downtown restaurants and one (1) Downtown property owner. The restaurants and property owner were adamantly opposed to allowing food trucks on private property in the Downtown Community Redevelopment Area. The restaurants and property owner stated that they understood the need to allow food trucks at large special events and within the Interlocal Service Boundary Area (ISBA). The restaurants and property owner stated allowing food trucks on private property would undercut the investment that they have made in the Downtown area. The restaurant owners stressed that there are months where restaurants are not profitable and that the event months are needed to produce income that allows the restaurant to survive year-round.
- March 29, 2019, City staff met with two local food truck operators. Food truck owners believe that their niche is in serving the community on public or private property such as office buildings where they are invited, areas where restaurants are sparse, and breweries during late hours, and special events. The food truck operators in attendance stated that they are not interested in setting up directly next to existing brick and mortar restaurants and they are more interested in serving targeted areas where there is a need, such as special events, catering, and at office buildings. A food truck operator provided information on food trucks that is included in ATTACHMENT 3.

ANALYSIS:

Mobile Food Dispensing Vehicles are a type of itinerant vending. The City has historically limited itinerant vending and allowed this use through a Special Exception process on private property. As the demand for food trucks has increased over time, food trucks have been allowed at large scale special events and in the North U.S. Highway 1 area which was annexed (based on existing allowances from Volusia County). The Malted Beverage Producers Land Development Code amendment to allow food trucks has stimulated interesting reviewing of how the City allows food trucks and provides regulations in the Land Development Code. It is necessary to amend the Land Development Code to formalize and codify the existing policies for Mobile Food Dispensing Vehicles. The Land Development Code amendment would be proposed to be with Section 2-50 of the Land Development Code, under Accessory Uses. This Section of the Code allows uses that are not permanent uses and are accessory to other permitted, conditional, or Special Exception uses. This Section also contains how the City regulates outdoor activities that are an accessory use to a principal use.

This report includes the February 5, 2019 joint workshop information as ATTACHMENT 1 on how other jurisdictions regulate Mobile Food Dispensing Vehicles. It is suggested that a Land Development Code amendment for Mobile Food Dispensing Vehicles contain five (5) components:

- a. Definitions: This subsection would define the Mobile Food Dispensing Vehicles use.
- b. Permit required: This subsection would state that permits are required of the property owner (host) and the Mobile Food Dispensing Vehicle operator. Specific inspection standards for Mobile Food Dispensing Vehicles would be established.
- c. Locations: This subsection would establish where Mobile Food Dispensing Vehicles would and would not be allowed.
- d. Operational standards: This subsection would establish the operating standards for Mobile Food Dispensing Vehicles.
- e. Enforcement: This subsection would establish the actions/penalties for non-compliance.

The individual components of the amendment are discussed below:

- a. Definitions:
 - 1. Food Truck. A vehicle (including trailers) operated by a Mobile Food Dispensing vendor to prepare, cook, assemble and sell food at multiple locations.
 - 2. Food Cart. A Mobile Food Dispensing vendor that sells pre-packaged food, such as hot dogs or boiled peanuts from a movable, non-motorized cart.
 - 3. Lunch Truck. A vehicle operated by a Mobile Food Dispensing vendor to sell pre-packaged food, such as sandwiches, drinks and chips, at multiple locations.
 - 4. Mobile Food Dispensing vendor. A person who prepares, dispenses or otherwise sells food and beverages from a Mobile Food Dispensing Vehicle.

Discussion:

This Section defines the types of Mobile Food Dispensing Vehicles. The definitions would be included in Section 1-22 of the Land Development Code. These definitions are similar to other jurisdictions definitions of Mobile Food Dispensing Vehicles.

- b. Permit required:
 - 1. A host or special event permit is required. For Mobile Food Dispensing Vehicles on private property, the property owner is required to obtain a host permit that displays a sketch and picture of the area designated for the Mobile Food Dispensing Vehicles. Community events, both on public and private property, are required to obtain a special event permit and the Mobile Food Dispensing Vehicles are required to be shown on the special event permit application.
 - 2. Mobile Food Dispensing Vehicles are required to obtain a permit and provide or obtain:
 - a. An Ormond Beach business tax receipt for the Mobile Food Dispensing Vehicle which is required to be renewed annually.
 - b. A State of Florida Division of Business and Professional Regulation license.
 - c. A Certificate of Insurance – General Liability coverage listing the City of Ormond Beach as certificate holder (\$1,000,000 policy).
 - d. A picture of the Mobile Food Dispensing Vehicle.
 - e. Fire Inspection review: Prior to operating within Ormond Beach, each Mobile Food Dispensing Vehicle is required to be inspected by a City Fire Inspector to determine

the operation is in compliance with the applicable codes and standards of the Florida Fire Prevention Code applicable to such uses. This inspection is required prior to the issuance of a city permit and shall be required every six months. If the Mobile Food Dispensing vendor provides documentation of a state fire inspection, the City Fire inspection fee shall be waived.

- f. Prior to operating within Ormond Beach, each Mobile Food Dispensing Vehicle with Liquid Propane (LP) gas systems used for appliances are required to be tested and certified by a licensed person or company permitted to work on LP systems. This inspection is required prior to the issuance of a permit and shall be required every six months and provided to the Building division.

Discussion:

The foundation of the Mobile Food Dispensing Vehicles regulation is that the property owner, either public or private property, is responsible for the actions occurring on their property. Item one (1) in this subsection requires either a special event permit for public land or a host permit for private property. This is the existing practice for Mobile Food Dispensing Vehicles for special events, within the ISBA, and the Malted Beverage Producer. The special event or host permit requires the location of any Mobile Food Dispensing Vehicles to be shown on the permit.

Item two (2) is the requirements for each Mobile Food Dispensing Vehicle. The state of Florida licenses Mobile Food Dispensing Vehicles and the proposed regulation requires proof of the Florida license. Items (e) and (f) are unique to Ormond Beach and require a fire review and an LP test of the Mobile Food Dispensing Vehicle every six months. These are operational requirements of the Fire Chief as the Authority Having Jurisdiction (AHJ) for public safety protection. During the discussion with the food truck vendors, it was stated that the Mobile Food Dispensing Vehicle have state annual inspections of certain food trucks. Staff proposes if the Mobile Food Dispensing Vehicle provides a current state inspection, the City would waive the fire inspection fee. Building staff would still perform the City inspection, and only the fee would be waived.

c. Locations:

1. The City may authorize Mobile Food Dispensing Vehicles on public property in association with special events.
2. Large scale community events hosted by Houses of Worship designed to attract over 500 people.
3. Within the Interlocal Service Boundary Area (ISBA) with recognized itinerant vending during recognized special events per Section 2-87 of this Land Development Code.
4. Malted Beverage Producers within the I-1 (Light Industrial) zoning district per Section 2-57 of this Land Development Code.
5. Lunch trucks are allowed within the I-1 (Light Industrial) zoning district.
6. Mobile Food Dispensing Vehicles are allowed on private property (specify one a week or a certain number of times per year) within the following areas (specify areas):
7. Prohibited locations.
 - a. On any right-of-way without an authorized special event permit.

- b. Any developed residential use, including single-family, duplex, or multi-family.
- c. On any vacant lot.
- d. Within XXXX feet of a restaurant as measured from the food truck to the front door of the restaurant.

Discussion:

The yellow highlighted areas is where policy direction is specifically being sought. Any item for any subsection can be altered by the Planning Board, but the highlighted areas require policy direction. Item one (1) allows special events on public land as the existing policy allows. Food truck operators also expressed a desire to have the ability to serve sporting events and to conduct food truck events (separate than sponsored civic events) on public property. Staff is seeking direction if food trucks on public property should be expanded to include sporting events and food truck events. If there is a desire to expand food truck activities on public property a separate operational plan (outside the Land Development Code) would be needed.

Items two (2) through four (4) are where Mobile Food Dispensing Vehicles have been allowed. These areas are not proposed to be amended. The Malted Beverage Producer was the first Land Development Code amendment that allowed Mobile Food Dispensing Vehicles on private property. The Malted Beverage Producer is an industrial use that had no kitchen or cooking facilities and desired to provide food as part of the tasting room.

Item five (5) seeks to acknowledge the existence of lunch trucks and allow this temporary use in the I-1 zoning district. Lunch trucks are proposed to be limited to the I-1 zoning district only.

Direction is sought with item six (6) to determine if Mobile Food Dispensing Vehicles should be allowed on private property and if so, how often would the use be allowed. A question arose if a food truck could cater events such as an office lunch, birthday party or other special event. Staff's response is that as long as the food truck is serving a specific group and not open to the public, that it would be catering activities and not Mobile Food Dispensing Vehicles operation. The input from the restaurant survey results and discussions indicate:

1. Concern that the allowance of food trucks would negatively impact existing restaurants;
2. Multiple restaurant owners in the Downtown Community Redevelopment Area stated that food trucks should not be allowed on private property in the Downtown area;
3. There was acknowledgement that food trucks were appropriate for large scale events; and
4. There was support of a distance requirement from existing restaurants. There was a wide range for recommended distances from restaurants but generally most believe there should be a distance requirement between food trucks and brick and mortar restaurants.

Input from the food truck operators indicate:

1. They are not seeking to operate in close proximity to restaurants or in shopping centers.

2. They are seeking to operate in association with special events, food truck rallies, and large office buildings.

Location options:

1. Define the areas of private property where Mobile Food Dispensing Vehicles would be appropriate.
2. Exclude certain areas of the City where Mobile Food Dispensing Vehicles would not be allowed on private property, such as the Downtown Community Redevelopment Area. Staff has received strong objections from Rose Villa, 31 Supper Club, Hull's Seafood, Wild Rabbit Bistro and the Highlander Corporation.
3. Allow Mobile Food Dispensing Vehicles in association with a sponsoring restaurant on that restaurant's property. The survey response for Tomoka Brewery indicated a desire to allow Mobile Food Dispensing Vehicles in association with their business. La's Bistro works with a Mobile Food Dispensing Vehicles operator.
4. Allow Mobile Food Dispensing Vehicles in office buildings over a certain size, for example 10,000 square feet. This option could exclude certain areas, such as the Downtown Community Redevelopment Area.

Under the prohibited location in item seven (7), staff is seeking direction if a distance requirement from existing restaurants is desired.

d. Operational standards:

1. Hours of operation: Shall be limited to 8:00 am to 10:00 pm.
2. Lunch trucks may not operate more than 60 minutes at any one location in any 6-hour period.
3. Define sales area: Shall be shown on the host or special event permit and cannot be over 30% of the parking lot area. Temporary dining areas may be provided in association with Mobile Food Dispensing Vehicles.
4. Storage and parking: Mobile Food Dispensing Vehicles shall not be allowed overnight.
5. Trash disposal: The property owner or special event permit holder is required to provide trash receptacles and ensure that Mobile Food Dispensing Vehicle are kept clean.
6. The property owner or special event permit holder shall be responsible for the provision of rest room facilities.
7. Host property owners on private property shall have no active code violations to allow Mobile Food Dispensing Vehicles.
8. Mobile Food Dispensing Vehicles shall not block vehicular or pedestrian circulation for ingress or egress to the site.
9. Mobile Food Dispensing Vehicles shall not park or otherwise impact existing landscaped areas.
10. It is prohibited for Mobile Food Dispensing Vehicles to create a nuisance condition to include, but not limited to, displaying flags, creating loud noises, shouting, or outdoor music.
11. Signage: An A-frame sign in accordance with the maximum size limit and number of signs under the A-frame sign regulations provided under Section 3-46 of the Land Development

Code is permitted within 15' of the Mobile Food Dispensing Vehicles. No other flags, pennants, balloons or other signage is permitted.

12. No alcoholic beverages are allowed.

13. Setback: The minimum required setback for Mobile Food Dispensing Vehicles from the public right-of-way shall be at least 15 feet.

Discussion: These standards seek to ensure that Mobile Food Dispensing Vehicles do not cause negative impacts on or off site. The operational standards are a combination of other jurisdictional standards and standards suggested by City staff.

e. Enforcement:

1. Host or special event property owners are responsible to ensure Mobile Food Dispensing Vehicles have their City and state licensing and inspections.
2. If within any one (1) year period, there are two (2) demonstrated code violations of the Mobile Food Dispensing Vehicle regulations, as proven through the Special Master code enforcement process, the right by the property owner to have any Mobile Food Dispensing Vehicles shall be suspended for 90 days. Upon the issuance of a second notice of code enforcement violation by either a Neighborhood Improvement Officer or Police Officer, the ability of the property owner to have the Mobile Food Dispensing Vehicles shall be suspended until the finding of the Special Master hearings are complete. If the Special Master determines that a second violation has occurred, the ability to have Mobile Food Dispensing Vehicles shall thereafter be suspended. If the Special Master determines that no violation occurred, the property owner shall be permitted to resume the operations of the Mobile Food Dispensing Vehicles.

Discussion: There are existing code enforcement provisions within the Land Development Code and Code of Ordinances. The suggested amendment language seeks to place the management of Mobile Food Dispensing Vehicles with the host permit property owner. Item two (2) states if there are two (2) proven violations within a year period then the property owner loses the ability to have food trucks for 90 days.

CONCLUSION:

This item is presented to obtain policy direction on a Land Development Code amendment regarding Mobile Food Dispensing Vehicles. Based on the policy directive provided, Planning staff would develop and present the Planning Board a Land Development Code amendment at the next Planning Board meeting on May 9, 2019. Staff expects that there will be individuals from the public including restaurant owners/operators, food truck operators, and property owners that wish to address the Planning Board. Staff would recommend that public comment be allowed as part of this discussion item with the standard three (3) minute time limit for speakers.

Attachments:

Attachment 1: February 5, 2019 joint workshop packet

Attachment 2: Restaurants survey results regarding food trucks

Attachment 3: Information from food truck operator, seven myths and realities about food trucks

Attachment 4: Planning Board and City Commission minutes

ATTACHMENT 1

February 5, 2019 joint
workshop packet



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: February 5, 2019

Subject: Mobile Food Dispensing Vehicles (Food Trucks)

Commission Goal: N/A

Introduction:

This is a workshop item to discuss the subject of Mobile Food Dispensing Vehicles (food trucks) to obtain policy direction on how the Land Development Code should be amended. This discussion item is formatted as follows:

1. Review of City's current food truck permitting, inspection and enforcement of the operation of food trucks;
2. Summary of how other local jurisdictions are currently regulating food trucks; and
3. Review of potential Land Development Code amendments.

Mobile Food Dispensing Vehicles are commonly found at special events and the popularity of the use has led to challenges of how cities regulate the use. In recent years, the Mobile Food Dispensing Vehicles have become an attraction in their own right, based upon their variety, high-quality food, and low prices. As the popularity of the trucks elsewhere has increased, so has the frequency of requests and inquiries to establish them here in the City of Ormond Beach. Staff is also aware of "lunch trucks" that provide pre-packaged food, snacks and beverages at larger manufacturing and construction sites within the City. The issue of Mobile Food Dispensing Vehicles was highlighted with the Land Development Code application of the Ormond Brewery to allow Mobile Food Dispensing Vehicles as part of a Malted Beverage Producer.

As might be expected with any large scale activity that draws a crowd, food trucks have generated complaints and concerns (unrelated to the food being served), such as congestion, garbage, noise, parking, lack of restrooms, "unfair" competition to fixed-location restaurants, etc. Cities across the country have begun establishing operational parameters to address these concerns. Some cities, such as the City of Orlando, have established food truck regulations conditioned on a two-year pilot program to allow mobile food vending in certain locations in and around downtown.

From a zoning standpoint, Mobile Food Dispensing Vehicles have characteristics that distinguish them from fixed-establishment restaurants, but they also share similar

aspects and impacts. Their mobility means that they are capable of locating at multiple locations for varying lengths of time. Most jurisdictions limit mobile food vending to nonresidential districts, and some communities have specific requirements for different types of carts or vehicles. Some communities also have operation standards such as distance requirements from other vendors or brick and mortar restaurants, limitations on hours of operation, or limitations on the vendor's tenure in any one location.

Review of existing permitting in Ormond Beach:

There are limited Land Development Code regulations on Mobile Food Dispensing Vehicles. The Mobile Food Dispensing Vehicles have been allowed in Ormond Beach as follows:

1. Large scale civic events organized by the City or a non-profit such as Ormond MainStreet. Examples would include Riverfest or the 4th of July celebration.
2. Large scale non-profit events, such as the Prince of Peace Oktoberfest or the Calvary Christian Center 4th of July celebration.
3. Within the Interlocal Service Boundary Agreement (ISBA) area where properties are identified as a host for itinerant vending along the North U.S. Highway 1 corridor. These properties were allowed to maintain existing uses as the ISBA was transferred from Volusia County to Ormond Beach.
4. Malted Beverage Producers located in the I-1 zoning district. Currently the Ormond Brewery is the only Malted Beverage Producer. This is the only use that allows Mobile Food Dispensing Vehicles on private property.

The permitting of Mobile Food Dispensing Vehicles has largely been performed through City policy. The current policy includes the following:

1. A host or special event permit is required. For private property, the property owner is required to obtain a host permit that displays a sketch and picture of the area designated for the Mobile Food Dispensing Vehicles. Community events (public and private) are required to obtain a special event permit and the Mobile Food Dispensing Vehicles are required to be shown on the permit application.
2. Mobile Food Dispensing Vehicles requirements:
 - a. An Ormond Beach business tax receipt for the mobile food dispensing vehicle which is required to be renewed annually.
 - b. The State of Florida Division of Business and Professional Regulation license.
 - c. A Certificate of Insurance - General Liability coverage listing the City of Ormond Beach as certificate holder (\$1,000,000 policy).
 - d. A picture of the Mobile Food Dispensing Vehicles.
 - e. Fire Inspection review: Prior to operating within Ormond Beach, each Mobile Food Dispensing Vehicle is required to be inspected by a City Fire Inspector to determine the operation is in compliance with the applicable codes and standards of the Florida Fire Prevention Code applicable to such uses. The Mobile Food Dispensing Vehicles shall have all required emergency fuel gas

shut off valves and signage as required by the Florida Fire Prevention Code. This inspection is required prior to the issuance of a city permit and shall be required every six months. Inspections are available on Tuesdays and Thursdays from 8am to noon and by appointment. Upon completion of the fire safety inspection, and compliance with applicable codes and standards, the vehicle shall be issued a certificate of inspection. Such certificate shall be valid for 6-months and shall be prominently displayed at the Mobile Food Dispensing Vehicle.

- f. Prior to operating within Ormond Beach, each Mobile Food Dispensing Vehicle with Liquid Propane (LP) gas systems used for appliances are required to be tested and certified by a licensed person or company permitted to work on LP systems. This inspection is required prior to the issuance of a permit and shall be required every six months. The inspection results and a picture of the Mobile Food Dispensing Vehicle inspected shall be provided to the Community Development Department.

A key aspect of Mobile Food Dispensing Vehicles is that they have typically been associated with outdoor activities and special events. Section 2-50(u) of the Land Development Code establishes the standards for outdoor activities. This Section separates the allowed activities for commercial businesses and non-profit organizations. Commercial businesses, excluding convenience stores, office uses, industrial uses, and restaurants, are allowed to have outdoor activities four (4) times a year for 14 calendar days. Non-profits are allowed outdoor activities such as carwashes, bake sales, charitable solicitation, outdoor church events, and other sales and fundraising events.

Summary of other jurisdictions Mobile Food Dispensing Vehicle Regulations:

A review of Mobile Food Dispensing Vehicles requirements from different locations reveals varying degrees of food truck regulation as illustrated in the table below:

Jurisdiction	Not Allowed	Approved as part of a special event	Approved at special locations only
Volusia County	X		
New Smyrna Beach		X	
Daytona Beach		X	
Port Orange	X		
Daytona Beach Shores		X	
DeLand			X (Allowed with "host site" 12 times per year)
Orange City		X	
South Daytona		X	
DeBary		X	
Deltona			X (Occupied commercial establishments)
Holly Hill			X (Non-residential locations and prohibited

			from vacant lots and public ROWs).
Orlando			X (Typically allowed within areas zoned for intensive retail outside of the Downtown Core)
St. Petersburg		X	X (May occur within a public ROW or on private property and prohibited within Downtown Center zoning districts)
Sanford			X (Allowed on private property in commercial or industrial zoning classifications and prohibited on City sidewalks or public ROWs)

Key aspects of other jurisdiction regulations on Mobile Food Dispensing Vehicles include:

1. Policy if Mobile Food Dispensing Vehicles are allowed on vacant lots.
2. Policy if Mobile Food Dispensing Vehicles are allowed on rights-of-way.
3. Most regulations prohibit Mobile Food Dispensing Vehicles on private property developed with residential uses (single-family, duplexes, or multifamily dwelling).
4. Some regulations only allow Mobile Food Dispensing Vehicles if part of special events. Other regulations allow Mobile Food Dispensing Vehicles for a certain period per week. Holly Hill allows Mobile Food Dispensing Vehicles one day per week per private property and St. Petersburg allows two days per week. The City of Deland allows Mobile Food Dispensing Vehicles on private property a maximum of 12 days per calendar year.
5. Operational standards, such as:
 - a. Separation requirements from brick and mortar restaurants.
 - b. Hours of operation.
 - c. Storage and parking.
 - d. Number of Mobile Food Dispensing Vehicles allowed on a parcel.
 - e. Sales area allowed.
 - f. Trash disposal.
 - g. Other merchandise for sale.
 - h. No existing code enforcement issues on the host property.
 - i. Vehicular and pedestrian safety.
 - j. Prohibition on additional signage and music.
 - k. No parking in landscape areas.
 - l. Lunch trucks may not operate at same location for more than 30 minutes on any property within any six (6) hour period.

- m. Prohibition on alcoholic beverages.
- 6. Licensing standards for Mobile Food Dispensing Vehicles.
- 7. Some regulations (see St. Petersburg) defined Mobile Food Dispensing Vehicles in three (3) categories:
 - a. Mobile kitchens (class 1): In addition to the vending of products allowed for class II and III mobile food trucks, these vehicles may cook, prepare and assemble food items on or in the unit and serve a full menu.
 - b. Canteen trucks (class 2): These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packed drinks to employees at specified locations and do not advertise for customers. No preparation or assembly of foods or beverages may take place on or in the vehicle. The heating of pre-cooked food is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations.
 - c. Ice cream trucks (class 3): These vehicles vend only pre-packaged frozen dairy and frozen water based food products, soft-serve or hand dipped frozen dairy products or frozen water based food products and pre-packaged beverages. If vending in the street (right-of-way) only, this permit does not apply - please contact the City's Police Department to obtain a Peddler's Permit.

Land Development Code options for Mobile Food Dispensing Vehicles in Ormond Beach:

The framework for Mobile Food Dispensing Vehicles exists today with the current process requiring a host permit and the individual Mobile Food Dispensing Vehicle being inspected by the Building Division. Policy options are listed below and can be combined or modified to create other options. The options include:

1. Allow the existing uses only;
2. Separate out lunch trucks from Mobile Food Dispensing Vehicles and allow within the I-1 zoning district, construction sites and larger employment centers under certain conditions.
3. Expand to allow as part of special event permits;
4. Expand to allow on private property as an accessory use under certain conditions.

Option 1: Allow the existing permitted uses only.

This option would incorporate the existing allowance of Mobile Food Dispensing Vehicles into the Land Development Code to memorialize the current policy practices. The existing uses are allowed as follows:

1. Large scale civic events organized by the City or a non-profit such as Ormond MainStreet.
2. Large scale non-profit events, such as the Prince of Peace Oktoberfest or the Calvary Christian Center 4th of July celebration.

3. Within the Interlocal Service Boundary Agreement (ISBA) area where properties are identified as host for itinerant vending along the North U.S. Highway 1 corridor.
4. Malted Beverage Producers located in the I-1 zoning district.

Option 2: Allow lunch trucks in designated areas.

Separate out lunch trucks from Mobile Food Dispensing Vehicles and allow within the I-1 zoning district, construction sites and larger employment centers under certain conditions.

Staff is aware of existing lunch trucks that operate at industrial sites, large employment areas, and construction sites. The lunch trucks have limited impacts to private property site characteristics and are temporary in nature. It is suggested that standards be created to allow lunch trucks in certain areas.

Option 3: Expand to allow as part of special event permits.

This option would allow private property owners to have Mobile Food Dispensing Vehicle as a special event permit. Currently, certain commercial businesses, excluding convenience stores, office uses, industrial uses, and restaurants, are allowed to have outdoor activities four (4) times a year for 14 calendar days. Non-profits are allowed outdoor activities such as carwashes, bake sales, charitable solicitation, outdoor church events, and other sales and fundraising events. This option would allow retailers to add food trucks to their retail event. For example, a furniture store could add food trucks to their outdoor tent sale.

A second aspect of the special event permitting is non-profit organizations. The existing regulations provide substantial flexibility for non-profit organizations. Non-profit organizations can partner with private property owners/businesses and conduct special events that a business would not be permitted. An example is a car wash on a restaurant parcel. The non-profit organizations also have activities on their own properties, such as houses of worship.

Option 4: Expand to allow on private property as an accessory use under certain conditions.

This option would allow qualifying private parcels to host Mobile Food Dispensing Vehicles under certain conditions. The use would not be associated with special events and would be an accessory use to the principal business. The City of Holly Hill currently allows commercial parcels to host Mobile Food Dispensing Vehicles once per week. The City of Deland allows Mobile Food Dispensing Vehicles 12 times per year.

Options 3 and 4 would allow Mobile Food Dispensing Vehicles on private parcels under certain conditions. The use of Mobile Food Dispensing Vehicles on City lands is separate from options 3 and 4. The discussion below blends the options above and seeks policy direction for amendments to the Land Development Code:

Location:

Recommendations:

1. Existing policy: Special events on public property are allowed in association with

a special event permit.

2. Existing policy: Large scale non-profit events.
3. Existing policy: Allowed in association with recognized host vendors in the ISBA.
4. Existing policy: Allowed in association with a Malted Beverage Producer use.
5. Prohibit on any public right-of-way.
6. Prohibit on any developed residential use, including single family, duplex or multi-family.
7. Prohibit on any vacant lot.

Questions/Options:

1. Should “lunch trucks” be allowed within the I-1 zoning district, construction sites and larger employment centers?
2. Should Mobile Food Dispensing Vehicles be expanded? If yes, which option or combination of options:
 - A. Option 3 (special events) or
 - B. Option 4 (accessory use) be allowed
3. Depending on option selected, how often should Mobile Food Dispensing Vehicles be allowed?
4. Separate of large scale special events, should public parks be allowed to hold Mobile Food Dispensing Vehicle rallies and/or allow with sporting events?

Operational standards:

Recommendations:

1. Hours of operation: 8:00 am to 10:00 pm.
2. Define sales area: typically the area of a parking space is 180 to 200 square feet.
3. Storage and parking: Mobile Food Dispensing Vehicles not allowed overnight.
4. Trash disposal: required to be provided.
5. Host property must have no active code violations to allow Mobile Food Dispensing Vehicles.
6. Shall not block vehicular or pedestrian circulation for ingress or egress to the site.
7. Shall not park or otherwise impact existing landscaped areas.
8. No music shall be permitted with a Mobile Food Dispensing Vehicle on private property.
9. Signage: Allow an A-frame sign. No other flags, pennants, balloons or other signage is permitted, except on the Mobile Food Dispensing Vehicle.
10. No alcoholic beverages are allowed.
11. Setback: Establish a setback from the public right-of-way of at least 15 feet.

Questions/Options:

1. Should a separation requirement to existing “brick and mortar” restaurants be required?
2. Depending on the option selected, should there be a limit on the number of food trucks on private property?

Enforcement provisions:Recommendations:

1. Host or special event property owners are responsible to ensure Mobile Food Dispensing Vehicles have their City and state licensing and inspections.
2. Any violations would be cited to the host or special event property owner.

Questions/Options:

1. Should violations of the Mobile Food Dispensing Vehicles result in prohibiting Mobile Food Dispensing Vehicles for a period of time? As part of any code enforcement action, host or special event property owners are provided an opportunity to correct a violation. Host or special event property owners would be prohibited from having food trucks for a period of time if there are repeated violations after an opportunity to come into compliance has been provided.

Recommendation:

This item is provided for discussion to determine what items should be included in a Land Development Code amendment regarding Mobile Food Dispensing Vehicles. The existing policy framework has evolved over time and should be codified as part of the Land Development Code. The use of host or special event permits to allow Mobile Food Dispensing Vehicles has worked well to date. Staff is seeking direction if only the areas identified as existing uses should be permitted to have Mobile Food Dispensing Vehicles under certain conditions or if the allowance of Mobile Food Dispensing Vehicles should be expanded.

Attachments

1. August 9, 2018 Planning Board Meeting Minutes
2. Existing City of Ormond Beach Food Truck Application
3. Information of Mobile Food Dispensing Vehicles
4. Other jurisdiction regulations (Deland, Holly Hill, Orlando, Sanford and St. Petersburg)

Attachments:

- 02.05.2019 Mobile Food Dispensing Vehicles attachments (PDF)
- 01.18.2019 (draft) Mobile Food Dispensing Vehicles PowerPoint (Food Trucks) (PPTX)

REVIEWED BY:


Kelly McGuire, Finance Director 1/27/2019
Claire Whitley, Assistant City Manager 1/29/2019

APPROVED BY:


Joyce A. Shanahan, City Manager 1/30/2019

ATTACHMENT 1

August 9, 2018 Planning
Board Meeting Minutes
regarding Mobile Food
Dispensing Vehicles

Mr. Merrell continued that Mr. Robinson has been involved with many charities since he started the business. The Children's Academy of Halifax, Halifax Humane Society, Alzheimer's Association, Sophie's Circle Dog Rescue, ARNI, Boys and Girls Club. So he's given back to and he is a part of this community. So he's the kind of person we want around here.

Ms. Shull asked why do they want to start the music at 10:00 AM on Friday, Saturday and Sunday. Mr. Justin Robinson stated that they do one big event every year where they actually open up at 11:00 AM. It's a fundraiser for the Emory L Bennett Nursing Home, and that's one that they do every year where it starts really early. So that's why they would start it at 10:00 AM. It's not going to be a regular thing. They could put it in the wording that it is just once a year but they want to leave the flexibility there. Again, they are in I-17 zoning and early times are on Saturday and Sunday when there isn't anybody around.

Mr. Galloway stated that there was an anonymous complaint. We need to try to work with businesses. If the person who complained is not here then the board cannot ask them what they're really complaining about. In all small communities, all across the country, these breweries are bringing businesses back into the areas that need new life. This brings people back into the community. Mr. Galloway is 100% behind this, but we are setting a precedent where we are jumping all over the place on these times that we're allowing people to play music. We need some continuity here. It's a quaint setting, quiet, and he is 100% behind this.

Mr. Greg Schlaf, 15 Queen Anne Court, stated that he lives about 6 blocks away, been in the neighborhood for 20 years. Ormond Brewing has been a great addition to the neighborhood. Many of his neighbors frequent the brewery. Once somebody discovers it, they are going back. It's an easy walk or a bike ride from Central Park. It's a small, local business that's earned the support of the locals and it is the type of business the city should be encouraging. The location is perfect for outdoor music and for food trucks. It's a good location for food trucks because it's not going to impede any traffic. In his opinion, it's a gem of a place and a unique venue for Ormond Beach. He usually takes his out-of-town guests there just so he can show off what Ormond Beach is like and what we've got to offer in the way of a small, unique venue. So he would strongly urge the board to grant them their special-use exemption so that the business can reach its full potential.

Mr. Briley stated that he agrees with Mr. Schlaf. This is what makes Ormond Beach great, because there are so many different unique things, and he thinks this is very unique. He has been there and they have had the food trucks and they have had music and it's great. So he wishes them luck.

Mr. Heaster stated that this is the type of location he was talking about with music. Perfect location, behind a building, it's not up front. He just thinks it is a great fit.

Mr. Galloway made a motion to approve SE 2018-095, 301 Division Avenue, Unit #15, Special Exception for Outdoor Activity. Mr. Heaster seconded the motion. Vote was called, and the motion was approved (7-0).

D. LDC 2018-096, LDC Amendment - Malted Beverage Producer, Mobile Food Dispensing Vehicles

Mr. Steven Spraker, stated that this is a request for a Land Development Code amendment. Within our Land Development Code, the malted-beverage producer was created by the applicant, and basically, it's a use within the I-1 zoning district. So what they're proposing to do is to take and amend that use, only for the malted-beverage producer, to allow the food trucks. They have added some conditions. For example, it has to be in the I-1 zoning, it can't be on an arterial collector roadway, it has to be internal to the site, and basically, they can't use public parking. So the food trucks would only be for the malted-beverage producer. Right now, this use is the only malted-beverage producer within the city. Mr. Spraker can't say that there will never be another one, but it would have to be in the I-1 zoning district and it would have to meet all those other criteria. Staff is recommending approval. If there are any questions, Staff is available for answers, and the applicant is here.

Mr. Heaster asked if someone has an event and they have food trucks, is that allowed. Mr. Spraker stated if it is a city or civic sponsored event, they're allowed. Otherwise, they're not allowed within the city. Mr. Heaster then stated that if an existing business wants to have a food truck for a special event they are having, that it is not allowed. Mr. Spraker stated that was correct. Mr. Heaster asked if there is a limit to the number of food trucks allowed. Mr. Spraker stated not in the proposed ordinance.

Mr. Briley asked if there were any restrictions on times. Can they be there all the time? Mr. Spraker stated that was correct.

Mr. Galloway stated that if he wants a food truck to come to his place of business to feed his employees, he is violating the food truck code. Mr. Spraker stated that there is no language in the Land Development Code that allows food trucks. This would be the first.

Chairman Thomas stated that he has had food trucks come into his place of business for years and hawk their food. Mr. Spraker stated that if no one is calling code enforcement, they're not coming out and they're not looking for violations. So he hears what Chairman Thomas is saying, but there is no food truck regulation within our Land Development Code.

Ms. Shull asked if there were any restrictions on the number of trucks or time. Mr. Spraker stated not under the proposal. Ms. Shull asked if they could stay there 24 hours a day. Mr. Spraker stated that unless the Planning Board and City Commission wanted to make those amendments, there's none in the proposed amendment.

Mr. Heaster stated that if there's never been an issue, why did it come up that Mr. Robinson is requesting it. Mr. Spraker stated because he's not allowed to have it. The Land Development Code doesn't allow it. They desire to have food trucks as part of their business, part of their malted-beverage producer. So that is why they are amending the Land Development Code to allow it. And it's specifically for the malted-beverage producer.

Mr. Galloway stated that for 30 years, when that sandwich truck pulled up at the construction site, now it's illegal to do that? And for 30 years, it's been illegal? Why are we addressing this now? Mr. Spraker stated that this business is not allowed to have food trucks. And they desire to have food trucks. If there's a desire by the Planning Board to have a larger discussion on food trucks, we can certainly do that.

But the application before the board tonight is solely under the malted-beverage producer. And if you want to add conditions, such as the number of food trucks or the hours of operation, you can.

Mr. Rob Merrell stated that this is a positive thing. It's happening all over the country. And we are at the trailing edge of this thing. It's happening all over the state. There's a lot of it in Volusia County, just not in Ormond yet. It's very controlled. He has put safeguards in there. This is a very narrowly tailored piece of legislation that you're looking at. If you want to blow it wide open and have a big workshop or something, that's fine. But in this case, kind of like the music, it's tucked in a corner, it's in a perfect place. It's perfect for people who are coming there to have the taproom and drink the beer. We want them to have a little something to eat.

Mr. Galloway stated that he thinks it is ridiculous that we have to go to code like this. We are making it so hard for the small businessman to be an entrepreneur that he thinks it is ridiculous that we have to set an example for a place where a food truck can come in and park on somebody's private property. And so we're setting precedent here that now everybody's going to want to have a food truck exemption and it should be allowed, just by code, it should be allowed.

Ms. Tolland stated that she thinks we should be more welcoming and appreciative that they're trying to do something fun and positive. Austin, Texas - Richmond, Virginia - every town that's a small town that is trying to reinvent and keep the small town feel and bring the Millennials back in, are doing food trucks. Do we need to have a discussion in the future if we have a million food trucks going down Granada? Then, yes. But at this point, she thinks it is an awesome idea.

Chairman Thomas stated that he has a home in Pennsylvania and as he travels back and forth, he travels through a lot of small towns. And each one of them has their own special appeal. Quite often we talk about other communities and how they have stuff that we don't think is appropriate. But every town is different, every group is different, and it's nice to go and see some of this Americana. Chairman Thomas has a lot of friends and relatives that have been at the Ormond Brewery and he thinks it is great. How bad can a food truck be? Now, if you've got them on every corner, I guess you have a problem, but this is in an industrial place. So he doesn't see any problem with this at all.

Mr. Galloway stated that it is like some communities opposing Uber because the taxicab companies don't want Uber to come in and to him, it is just because times have changed, and food trucks should be allowed, period. His concern is, are we setting precedent now, if anybody wants to have a food truck that they are going to have to come to the board now and ask for this special exception.

Mr. Jorczak stated that he thinks it is a larger issue with respect to what staff wants to look at in terms of our Land Development Code, but he commends this businessman because he's doing something that is enhancing his basic business he started, he's now putting the other pieces in place to help grow his business, and he's to be commended for the effort that he's taken in developing his business in the community. And so he supports what Mr. Robinson is doing and Mr. Jorczak hopes he is very successful at it. He doesn't see any downside.

Ms. Tolland made a motion to approve LDC 2018-096, LDC Amendment - Malted Beverage Producer, Mobile Food Dispensing Vehicles. Ms. Shull seconded the motion. Vote was called, and the motion was approved (7-0).

VIII. OTHER BUSINESS

Chairman Thomas asked if anybody wants to look at the food truck ordinance, or lack of an ordinance. Mr. Spraker stated that Staff anticipated this reaction from the board, and they have already had discussion about it. Staff's preference is to get the new commission in place, get some policy direction, and then bring it back and work it through the Planning Board. So it would probably be early January or February. Staff will group it with a couple other issues that they are aware of in our code.

Mr. Galloway stated that he knows of three cities where food trucks have brought inner-city development. They have vacant lots, and every Thursday the food trucks come and set up and, if anything, it's brought more people back to the area.

Chairman Thomas stated that he doesn't think a food truck is going to hurt anything, the restaurants downtown, or anything like that. We're talking about a food truck that's going to go to a place of business where they are manufacturing something, where your workers just don't hop out and go have a two-hour lunch. These are the guys that are going to grab something, eat it, and get back to work.

IX. MEMBER COMMENTS

Ms. Tolland stated that it is really an exciting time to be on the Planning Board this year. And she just wants to thank Mr. Spraker for all his hard work and his staff. And as soon as Mr. Spraker came on board, all heck broke loose. So keep persevering. You're doing a great job.

Mr. Briley stated that it was awesome news about Lucky's coming to the old Food Lion. And he understands too, that Publix in The Trails is going to be torn down as well as the old CVS and they will rebuild a state-of-the-art Publix there.

Chairman Thomas asked about PDQ not coming to Ormond Beach now, and wondered if it was because Zaxby's started construction. Mr. Spraker stated that he thinks that is part of it. With three chicken places within a half mile, he thinks that the demographics may not have worked.

Mr. Heaster stated that he doesn't understand why the developer didn't just go ahead and get the Type C for the land. Mr. Spraker stated that they are going to tie it to a site plan and they are going to tie it to a use. So they are not just generally going to give a special exception for a restaurant-type setting and then change the user or change the design. So a special exception is tied to a parcel. If they change the site plan, they would require a new special exception.

X. ADJOURNMENT

The meeting was adjourned at 9:30 p.m.

ATTACHMENT 2

Existing City of Ormond Beach Food Truck Application



City of Ormond Beach Food Truck Application

22 S. Beach Street Room 104
Ormond Beach, FL 32174
386-676-3233 phone
bponline@ormondbeach.org

Check application type, complete the required information sections, and see below for additional required submittals:

- () Private property owner annual permit to allow trucks on site (Sections 1, 2)
- () Individual food truck on private property (Sections 1, 3, 4)
- () Individual food truck on public (City) property (Sections 1, 3, 5)

1. Private/event property street address: _____
Private/event property business name: _____
2. Private property owner name: _____
Private property owner phone number: _____
Private property owner email: _____
3. Food truck owner name: _____
Food truck business name: _____
Food truck owner phone number: _____
Food truck owner email: _____
4. Current private property annual permit number: _____
5. Current special event/host permit number: _____

Additional information required for private property owner annual permit submittal:

*A sketch and recent picture of the area where the food truck(s) are proposed to operate.

Additional information required for individual food truck on private or public property submittal:

*Current business tax receipt or registration issued from the City of Ormond Beach (or completed application for such)

*Copy of current State license from DBPR or Department of Agriculture

*Certificate of insurance, with general liability in the amount of \$1,000,000 and listing the City of Ormond Beach as a certificate holder

*Recent picture of the food truck

*Proof of liquid propane inspection from a licensed company permitted to work on LP systems (dated within the last six months)

*City of Ormond Beach fire inspection approval (dated within the last six months)

Please note the following applies:

Host Site Permit Requirements:

- ❖ **Privately owned property:** Prior to allowing food trucks to operate on private property, a property owner must submit an application for approval to the Building Department. The application shall be reviewed and approved by the Community Development Department to determine if the location is permitted by the Land Development Code and reviewed by the Building and Fire Official (or designee) to ensure safety requirements are met. The permit is required to be renewed annually. The application shall contain a sketch and recent picture of the area where the food truck(s) are proposed to operate.
- ❖ **Community events:** Where a large community event requires a special event permit, the food truck permit may be issued as part of the special event application and permit process. The application shall be reviewed and approved by the Community Development Department to determine if the location is permitted by the Land Development Code and reviewed by the Building and Fire Official (or designee) to ensure safety requirements are met. The application must detail the number and location of food trucks. If the civic event is not located on a publicly owned property, the owner of any lot proposed to accommodate one or more food trucks shall provide a notarized letter of authorization with the special event application. The application shall contain a sketch and recent picture of the area where the food truck(s) are proposed to operate.

Mobile Food Truck Permit Requirements

- ❖ Every food truck is required to obtain a permit prior to conducting business in the city. In order to obtain the permit, the owner of the food truck must provide proof of the following:

1. An Ormond Beach business tax receipt for the mobile food dispensing vehicle which is required to be renewed annually. 2. The State of Florida Division of Business and Professional Regulation license. 3. A Certificate of Insurance – General Liability coverage listing the City of Ormond Beach as certificate holder (\$1,000,000 policy). 4. A picture of the food truck. 5. Proof of completion of a City Fire Inspection Review once every six (6) months (see below). 6. Proof of completion of a liquid propane inspection from an authorized third party inspector once every six (6) months (see below).

Inspections

- ❖ **City Fire Inspection Review:** Prior to operating within Ormond Beach, each food truck shall be inspected by a City Fire Inspector to determine the operation is in compliance with the applicable codes and standards of the Florida Fire Prevention Code applicable to such uses. The food truck shall have all required emergency fuel gas shut off valves and signage as required by the Florida Fire Prevention Code. This inspection is required prior to the issuance of a city permit and shall be required every six months. Inspections shall be available on Tuesday and Thursdays from 8am to noon and by appointment. Upon completion of said fire safety inspection, and compliance with applicable codes and standards, the vehicle shall be issued a certificate of inspection. Such certificate shall be valid for 6-months and shall be prominently displayed at the food truck.
- ❖ **Liquid Propane (LP) inspections:** Prior to operating within Ormond Beach, each food truck with LP gas systems used for appliances are required to be tested and certified by a licensed person or company permitted to work on LP systems. This inspection is required prior to the issuance of a permit and shall be required every six months. The inspection results and a picture of the food truck(s) inspected shall be provided to the Community Development Department when completed at the following e-mail: foodtrucks@ormondbeach.org.

Enforcement

- ❖ **Revocation:** If at any time, the State of Florida or Volusia County revokes or suspends the issued mobile food vending permit, or the food truck vendor is in violation of the Ormond Beach permit requirements, the permit issued by the city shall be immediately revoked or suspended.

Certification

I certify under oath with a penalty of perjury, that all of the information contained herein is true and correct. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any permit issued to me and may be just cause for prosecution. I acknowledge that the issuance of this permit is contingent upon complying with the applicable code requirements of the City. Inspections will be performed, and should deficiencies be found that are in conflict with the City (or other applicable) code, I understand that the City will not issue the permit until I make the required corrections. I understand that should corrections be necessary, I am not permitted to operate this business/use until those corrections have been made. It is further understood that I must comply with the code of the City of Ormond Beach and failure to correct conditions which are in violation is punished under the code or sufficient cause for revocation of my permit.

() Property or () Food Truck Owner signature: _____ Date: _____

State of _____, County of _____
On this _____ day of _____, _____ before me personally appeared
_____ to me known (), or has produced identification (), as the person who
acknowledged the foregoing document.

Notary signature: _____ Notary Seal: _____

ATTACHMENT 3

Information of Mobile Food Dispensing Vehicles

MOBILE FOOD PERMIT REQUIREMENTS

Mobile Food Establishments (MFEs) are to comply with requirements that are contained in Chapter 500, Florida Statutes (F.S.), Chapter 5K-4, Florida Administrative Code (F.A.C.), and with documents referenced in this guideline including the 2017 FDA Food Code.

DEFINITIONS:

Certified Food Protection Manager (CPFM)- A person responsible for all aspects of food operations at Food Establishments regulated by FDACS under Chapter 500, F.S.

Commissary- A support service location for a Mobile Food Establishment, that meets all applicable requirements of Chapter 500, F.S., and Chapter 5K-4, F.A.C. These approved Food Establishments must be permitted or licensed by Florida Department of Agriculture and Consumer Services (FDACS), Department of Business and Professional Regulation (DBPR), or the Florida Department of Health (DOH). Locations such as catering operations, restaurants, or grocery stores can be considered for approval as an MFE Commissary. When not required at the MFE, Commissaries may provide a three compartment sink for washing, rinsing, and sanitization of equipment/utensils in addition to hand wash and rest room facilities. Services required of the Commissary will be based on the food sold and the MFE type and capabilities. A private residence may not be used as a Commissary.

Mobile Food Establishment (MFE) - Food Establishments that are self-propelled or otherwise moveable from place to place such as a truck, trailer, or similar self-propelled conveyance or non-permanent kiosk or table where pre-packaged food products are sold.

Time/Temperature Control for Safety Food (TCS)- Food that requires time/temperature control for safety (TCS) to limit pathogenic microorganism growth or toxin formation.

Potable water- Water that meets the quality standards of Chapter 62-550, F.A.C., and is satisfactory for drinking, culinary, and domestic purposes.

Processing/preparing- The action which includes combining food ingredients, heating/cooking food, cutting/slicing of food, washing of fruit for juice processing, and repackaging of bulk foods or similar operations involving exposed foods.

Requirements:

1. MFEs are not allowed to process/prepare exposed TCS foods within their mobile food establishment without a food permit issued by FDACS.



2. Full Service Mobile Food Dispensing Vehicles (MFVDs) that process/prepare TCS foods within the mobile unit, like hot dogs and hamburgers should contact Department of Business and Professional Regulation (DBPR) at (850) 487-1395. Mobile food units that operate on institutional property that is licensed and regulated as a food service establishment by Department of Health (DOH) like schools, universities, nursing homes, etc. should contact DOH at (850) 245-4250.
3. MFEs must have a current agreement with a Commissary and be capable of visiting Commissary each day of operation unless exempt by chapter 5K-4, F.A.C.
4. Employees or agents of the MFE handling foods shall not have bare hand contact with ready to eat foods.
5. Food products sold must be from approved sources such as an inspected and permitted Food Establishment. Cottage food items are not approved to be sold from MFEs. For more information regarding Cottage Foods, refer to the Cottage Food Guidance Brochure at www.FreshFromFlorida.com.
6. Raw milk may contain harmful disease-causing bacteria and shall not be sold or provided for human consumption. Florida is a Grade A pasteurized milk only state (Chapter 502, F.S.).
7. Any MFE that is in an open-air environment must protect the food from weather and environmental contamination such as rain, dust, insects, birds, and rodents.
8. Must provide only single-service articles for use by the consumers.
9. MFEs cannot operate at multiple locations at the same time under a single mobile food establishment permit.
10. Food products and supplies must be stored only at permitted commissaries and warehouses and not in private residences.
11. MFEs may provide prepackaged food items that are labeled as required by Section 3-601.12 of the Food Code incorporated by reference in Rule 5K-4.002(4), F.A.C.: (1) The common name of the food; (2) If made from two or more ingredients, a list of ingredients in descending order of predominance by weight, including artificial color or flavor, chemical preservatives, and allergens; (3) Net weight or volume of the contents; and (4) The name and place of business of the manufacturer, packer, or distributor.

12. Packaging materials must be manufactured from food grade materials. Single use articles must not be reused.
13. MFEs may be permitted to have or process exposed food items such as ice confections (snowballs, shaved ice, slushies, smoothies, and similar products,) non-TCS beverages with or without ice, non-TCS beverages with or without garnishments, non-TCS bulk beverages, pastry products, popcorn/kettle corn, candies including shelled nuts that are candy or sugar coated, confections like cotton candy, candy apples, peanut brittle, fudge, caramel corn, and similar products; and coffee beverages with or without dairy or synthetic dairy products like café con leche, latte, cappuccino, etc., if they have equipment, utensils, and facilities that adequately protect the food.
14. All water used must be Potable Water (drinking water).
15. If water is not available from traditional state approved plumbing, portable tanks may be used for hand washing purposes as allowed by Chapter 5-3 of the Food Code incorporated in subsection 5K-4.002(4), F.A.C.
16. Potable water tanks must be constructed of food grade materials and enclosed from the filling inlet to the discharge outlet and sloped to a drain outlet. Hoses used to fill water tanks must be constructed of food grade material, must have a smooth interior surface, and if not permanently attached, must be clearly and durably identified as to its use, and may be used only for that purpose. A cap and keeper chain or other protective equipment approved by the FDACS must be provided for a potable water inlet, outlet, and hose. Water tanks, pumps, and hoses must be flushed and sanitized before being placed in service and after repair, modification, and periods of nonuse. A person must operate a water tank, pump, and hose such that backflow or other contamination of the water supply is prevented. For all requirements, refer to Chapter 5-3 of the Food Code incorporated in subsection 5K-4.002(4), F.A.C.
17. Liquid waste holding tanks must have a holding capacity 15% larger than the potable water supply tank, be sloped to a drain that is at least 25.4 mm (1 inch) in diameter, and be equipped with a shut-off valve. Liquid waste tanks must be emptied into an approved waste servicing facility or by a sewage transport vehicle without creating a public health hazard or nuisance. For all requirements, refer to Chapter 5-4 of the Food Code incorporated in subsection 5K-4.002(4), F.A.C.
18. Specific requirements are based on type of food sold and processed. See below for a table and following detailed discussion. Numbers listed on the far left of the table correspond to the numbered description below that lists specific details regarding type of food sold and the requirements.

Mobile Food Establishment Requirements Based on Food Type and Processing			
TYPE OF FOOD PRODUCTS SOLD		EXAMPLES	CODE REQUIREMENTS FOR UNIT
1	Prepackaged non-TCS food	Cookies, crackers, potato chips, pretzels, honey buns, honey, etc.	Food protection, Solid waste container, Maintain cleanable non-food contact surfaces.
2	Prepackaged TCS food	Sandwiches (such as ham, tuna, chicken, etc.,) hot dogs, milk, etc.	Certified Food Protection Manager, Food protection, Refrigeration/heating or hot holding, Product thermometer, Solid waste container, Maintain cleanable non-food contact surfaces.
3	Prepackaged individually portioned frozen novelties	Ice cream sandwiches, frozen yogurt bars, ice cream sandwiches, etc.	Food protection, Freezer, Product thermometer, Solid waste container, Maintain cleanable non-food contact surfaces.
4	Fresh squeezed juice processors	Fresh squeezed fruit/vegetable juice	Since fresh squeezed juice is a high risk specialty food, see explanation below.
5	Preparation or bulk dispensing of non-TCS food	Popcorn, snow cones, shaved ice, lemonade, prepared beverages, cotton candy, candy apples, fudge, peanut brittle, caramel corn, churros, pretzels, donuts, etc. or bulk nuts, teas, spices, pickles, etc.	Certified Food Protection Manager, Potable water supply, Hand washing sink in unit, Three compartment sink in unit or at commissary provided additional equipment available, Solid waste container, Maintain cleanable food and non-food contact surfaces.
6	Fish products, raw seafood sales (no processing)	Whole or eviscerated fish, head on or headless shrimp	Certified Food Protection Manager, Product Thermometer, Hand washing in unit, Solid waste container, Maintain cleanable food and non-food contact surfaces, Scale.

1. Prepacked non-TCS food: MFEs which limit food sales to prepackaged non-TCS food must have adequate storage space for the food products so that the food is protected, containers for solid waste and maintain cleanable non-food contact surfaces.
2. Prepackaged TCS food: MFEs which have food sales of prepackaged TCS food must have a Certified Food Protection Manager as required Rule 5K-4.012, F.A.C., storage space for the food products, containers for solid waste, maintain cleanable non-food contact surfaces, refrigeration, heating or hot holding equipment to keep the food at proper temperature, a food product thermometer, and the capability to sanitize a thermometer.
3. Prepackaged individually portioned frozen novelties: MFEs that sell prepackaged frozen desserts must have sufficient freezer space for storage of frozen food products, food protection, maintain cleanable non-food contact surfaces, a freezer thermometer, and containers for solid waste. **
4. Fresh-squeezed juice processors: MFEs that extract and sell juice by the glass are permitted to squeeze fresh fruit/vegetable juice at a mobile site without any of the following: a HACCP plan

or *E. coli* testing of product or a display of a warning placard provided the following conditions are met:

- a. A Certified Food Manager is present;
- b. Juice is extracted and provided by the glass (open single-serving container) only;
- c. Juice is extracted in an enclosed juicing machine. Hand squeezing of juice for human consumption is prohibited;
- d. MFE has on its premises a working hand wash sink with hot and cold potable water under pressure;
- e. MFEs may have extra equipment and utensils on site that have already been washed, rinsed, sanitized, and protected from environmental contamination for use as described in the FDA Food Code 4-602.11 as incorporated in subsection 5K-4.002(4), F.A.C. If extra equipment is not available on site or cannot be replaced/used in a sanitary manner, the mobile vendor must have a three compartment sink on site or an agreement with a commissary that allows for the use of a three compartment sink on site and is available during all operational hours of the MFE;
- f. Juicing machine must be washed, rinsed and sanitized in a three compartment sink with hot and cold potable water before and after use or during any interruption in operation. The juicing machine may not be in use for more than four (4) hours unless it is disassembled, washed, rinsed, and sanitized in a three compartment sink with hot and cold potable water;
- g. All fruits/vegetables must be washed, rinsed, sanitized, and protected from contamination during the entire process, i.e. stored in sealed containers; and
- h. Single-use gloves must be worn while handling sanitary fruit/vegetables and while juice is being dispensed into single-serving containers.

When all the above conditions cannot be met, the juice processor must cease operation.

MFEs can sell pre-packaged juices without a HACCP plan and *E. coli* testing of product, if the following criteria are met:

- a. MFEs can sell pre-packaged fresh squeezed juice if the entity that extracts and packages the juice is a permanent Food Establishment and complies with section 3-404.11 of the FDA Food Code for retail (if under the same owner as MFE) or 21 CFR 120 incorporated by reference in subsection 5K-4.002(1), F.A.C., for wholesale and is regulated by a government entity.
- b. If the pre-packaged juice is sold by a mobile food establishment, the pre-packaged juice must be held at or below 41°F and be properly labeled with a warning or meet a 5-log reduction.
- c. A warning label can only be used if the mobile food establishment is the same business entity as the permanent Food Establishment extracting and packaging the juice, i.e. the original firm is considered a retailer.
- d. Warning label shall read “WARNING: This product has not been pasteurized and, therefore, may contain harmful bacteria that can cause serious illness in children, the elderly, and persons with weakened immune systems.” as stated in the Food Code Section 3-404.11(B)2 as incorporated in subsection 5K-4.002(4), F.A.C.
- e. If the pre-packaged juice is from a different business entity than the MFE, the juice must have a 5- log reduction per 21 CFR 120.

MFEs that extract and package juice must comply with all of the regulations in F.A.C. Chapter 20-49, which includes (but is not limited to), an adequate HACCP Plan, affixing a warning label to the packaged juice (if 5-log reduction has not been met), *E. coli* testing of product and sanitation procedures.

5. Bulk dispensing of non-TCS food: MFEs that have food sales which include preparation of non-TCS foods or dispense bulk, non-TCS food products such as nuts, teas, candies, spices, and pickles must comply with the following:
 - a. Have present a certified food protection manager during operation;
 - b. Have adequate storage space for food products so that the food is protected;
 - c. Have containers for solid waste;
 - d. Have potable water supply;
 - e. Maintain cleanable food and non-food contact surfaces;
 - f. Possess an operable hand washing sink in the unit with hot and cold running water under pressure; and
 - g. Possess waste water tank 15% larger than the potable water tank.

No bare hand contact of ready to eat foods is permitted. A three-compartment sink must be accessible either within the unit or at a Commissary. If the three compartment sink is provided by a Commissary, then the MFE must have extra equipment and utensils on site that have already been washed, rinsed, sanitized, and protected from environmental contamination for use as described in the FDA Food Code Section 4-602.11 incorporated by reference in subsection 5K-4.002(4), F.A.C.

6. Raw seafood: MFEs may sell raw fish products like whole or eviscerated fish and head on or headless shrimp. All processing of seafood must be conducted at a permanent food establishment meeting the requirements to process seafood. The MFE must have a certified food protection manager, storage for food products so that the food is protected from contamination, and possess the following:
 - a. A calibrated scale with calibration records;
 - b. Refrigeration media (ice or refrigerated unit);
 - c. Thermometer;
 - d. Containers for solid waste;
 - e. Potable water supply;
 - f. A waste water container large enough to hold all waste water generated within the unit; and
 - g. A hand washing capability using gravity fed potable water.

Containers/coolers with wet ice used to maintain fish products at the proper temperature must be self-draining with the waste water flowing into a liquid waste holding tank.

NOTE: If an MFE operation sells a combination of food products, the food products sold with the most stringent requirements for food protection must be followed.

****Food types 1 and 3 listed above may not require a commissary. Determination will be based on food sold and the MFE type and capabilities.**

Commissary Agreements

- MFEs required to have a written agreement with a commissary must complete the Commissary Letter of Agreement, FDACS 14223 (Rev. 11/18). The Commissary Letter of Agreement is to be submitted with the permit application at the initial inspection. Permit approval is contingent upon verification of an approved commissary facility.
- After the MFE permit is issued, the Commissary Letter of Agreement is to be completed and signed by the MFE owner and the owner of the commissary on an annual basis. MFEs are to have Commissary Letter of Agreement available for FDACS food inspectors during inspections.
- Commissaries must be visited by the MFE at least once within each day of operation by the MFE. An MFE must have more than one approved commissary for each time it operates in a location where it cannot visit its primary commissary once a day during operation.
- For mobile vehicles, a service area may be provided at the commissary for cleaning and servicing of the mobile vehicle. The service area must be equipped to furnish potable water and provide facilities for the drainage and disposal of liquid waste in accordance to Chapter 64E-6 or 62-601, F.A.C. The exterior of the mobile food unit is permitted to be washed at any location, provided the wastewater does not cause a sanitary nuisance.

1-800 HELP FLA (1-800-
435-7352)
www.FreshFromFlorida.com

QUICKNOTES

Planning for Food Trucks

While street vending is not a new urban phenomenon, interest in specialty or gourmet food trucks is on the rise across the country. In response, a number of municipalities have updated their business licensing and development regulations to clarify rules for food trucks, trailers, and carts. Meanwhile, many other communities are still evaluating how best to address the opportunities and challenges presented by mobile food vendors.

Opportunities

For vendors, food trucks offer a cost-friendly alternative to opening a brick-and-mortar restaurant. Being mobile allows a food truck to expand its customer base beyond the catchment area of a fixed location, and many operators use social media outlets such as Twitter and Facebook to enhance this advantage. As the food truck industry expands, it produces jobs for operators, along with increased public revenues from sales and payroll taxes. Popular food trucks also attract foot traffic and encourage social interaction. In communities with lively food truck scenes, local gatherings featuring multiple vendors often serve as exciting attractions for local residents and visitors alike.

Challenges

Despite these economic and social opportunities, food trucks still pose challenges for communities as they try to balance competing interests. Restaurateurs often claim that food trucks have an unfair advantage in the marketplace due to perceptions that mobile vendors pay less in taxes and are subject to less scrutiny from local regulators. This conflict is intensified by the fact that food trucks often operate in multiple locations—including areas that are not zoned for commercial uses—and can occupy valuable parking in areas of short supply. Local officials frequently struggle with questions of which agency should be principally in charge of regulating food trucks, how to handle permitting, and what restrictions should be placed on the vending units themselves.

Policy Consideration 1: Location

One of the most important local food truck policy considerations is deciding where mobile vendors will be permitted to operate. At the most basic level, this means clarifying rules for vending on public versus private property, but some communities also use locational restrictions to minimize potential land-use or parking conflicts.

Many communities establish permissible locations for food trucks on private property through local zoning. When localities sanction mobile vending in their zoning codes, they often permit food trucks by right in certain mixed use, commercial, and industrial districts. Some communities also subject mobile vendors to use-specific zoning standards that may further limit permissible locations. For example, a number of localities require property-owner consent before a food truck can operate in a specific location. Another common, though controversial, type of use-specific standard is a minimum distance requirement that prohibits vending within a certain radius of an existing restaurant. A few communities attempt to strike a balance by either easing these distance requirements in priority areas or allowing vendors to pursue agreements with businesses within the required radius.

While some communities prohibit all mobile food vending on public property, others use business licensing standards or standards governing activities in public rights-of-way to establish permissible locations for food trucks to operate. In some localities, mobile vendors can use on-street parking spaces, provided they comply with parking regulations, including time limits and fees. Alternately, communities may elect to extend time limits for mobile vendors, provided they pay for the additional time. As a third

Planning fundamentals for public officials and engaged citizens

This PAS QuickNotes was prepared by Patrick Terranova, economic development specialist at the Baltimore Development Corporation, with assistance from David Morley, AICP, senior research associate at the American Planning Association



The Gypsy Queen Café (left) is the two-time reigning champion in the annual "Taste of Two Cities" competition featuring trucks from Baltimore and Washington, D.C.



American Planning Association

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option, localities may designate special zones for food trucks to congregate at certain times. These areas may be on-street parking spaces or other public sites like plazas or civic center campuses.

Policy Consideration 2: Operations

Another important local food truck policy consideration is operations. Many localities have adopted operational standards for food trucks to reduce the likelihood of mobile vending becoming a public nuisance. These standards often address hours of operation, access to restrooms, waste or recycling, and the placement of tables and chairs.

In areas with an active nightlife, communities may permit food trucks to operate late at night, but in quieter districts, vendors may need to stop serving in the early evening in order to avoid disturbing residents. Where mobile vendors will be operating for multiple hours at a time, it is important to provide trash and recycling receptacles for customers and restrooms for employees. Finally, in areas with narrow sidewalks or heavy pedestrian traffic, outdoor seating areas must allow for adequate pedestrian traffic flow.

Policy Consideration 3: Health and Safety

A third important local food truck policy consideration is health and safety. One of the key features of the contemporary food truck movement is an emphasis on freshly prepared food. While local health agencies routinely require inspections for all food service operations, some communities have updated requirements for mobile vendors to ensure they meet the same safety standards as brick-and-mortar restaurants, and have even implemented systems whereby vendors post their health inspection grades on their trucks.

Beyond inspections, basic rules, such as requiring vendors to latch propane tanks within the vehicle and maintain log books of commissary activity, are reasonable. Furthermore, allowing food truck operators to use shared commissary space or pay fees to restaurants for the disposal of waste and preparation of food can reduce financial burdens on operators and can help build relationships amongst vendors and restaurants.

Policy Consideration 4: Administration and Enforcement

The final major local food truck policy consideration is administration and enforcement. Some communities have streamlined permitting processes through a consolidated right-of-way review that specifies a single point agency. Generally, this agency should be either the health department or an agency that deals with right-of-way permitting issues (such as public works, transportation, or general services). Recognizing that food trucks are a different breed than other vendors, many localities separate permit programs into tiered structures with different vendor classifications and associated fees.

Given the mobile nature of the industry, some creative solutions may be needed for code enforcement. For example, some localities require each food truck to be equipped with a Global Positioning System device so that local officials can monitor its location or perform spot inspections. Others maintain vendors' schedules developed through various location assignment systems, or follow social media posts to track compliance with locational standards.

Conclusion

With the number of aspiring mobile food entrepreneurs and demand for their products on the rise, food trucks offer a viable path for small business incubation. In addition to their convenience, they also provide a refreshing break from the generic, adding charm and character to city streets. Cities that successfully address logistical challenges can find ways to responsibly grow the food truck industry so that vendors, residents, and governments alike can all benefit.

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PRACTICE FOOD TRUCKS



Food Truck Feeding Frenzy: Making Sense of Mobile Food Vending

By Rodney Arroyo, AICP, and Jill Bahm, AICP

Recent economic and cultural trends show an explosion in the popularity of food trucks, or mobile vendors, over the past several years.



➞ One of the hallmarks of the current food truck boom is an increased focus on “in-truck” preparation over preparation at a central commissary.

According to research done by Emergent for the National Restaurant Association, the growth of mobile food trucks will soar in the next five years, generating up to \$2.7 billion in revenue nationally by 2017—up from \$650 million in 2012 (Emergent Research 2012). All across the country, cities, small towns, and suburbs are seeing food trucks popping up, some in unexpected places like office and industrial parks, where zoning ordinances typically preclude res-

taurants. Amplifying the push for food trucks are the twin trends of “buying local” and “food as entertainment” that are enhanced by programs such as the *Great Food Truck Race* on the Food Network. While ice cream trucks and job-site lunch wagons haven’t disappeared, they are increasingly being joined by gourmet trucks and trucks specializing in ethnic offerings.

All across the United States, people are exploring how mobile food vending might

make a difference in their lives and their communities. More resources are starting to become available for potential business owners. Networks for mobile food vendors are growing; the Southern California Mobile Food Vendors Association was formed in 2010 as one of the first associations dedicated to helping vendors break down barriers to business (www.socalmfva.com). And this fall, Roam—a first-ever industry conference for mobile food

ASK THE AUTHOR JOIN US ONLINE!

Go online during the month of September to participate in our “Ask the Author” forum, an interactive feature of Zoning Practice. Rodney Arroyo, AICP, and Jill Bahm, AICP, will be available to answer questions about this article. Go to the APA website at www.planning.org and follow the links to the Ask the Author section. From there, just submit your questions about the article using the e-mail link. The authors will reply, and Zoning Practice will post the answers cumulatively on the website for the benefit of all subscribers. This feature will be available for selected issues of Zoning Practice at announced times. After each online discussion is closed, the answers will be saved in an online archive available through the APA Zoning Practice web pages.

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suppliers and owners—will take place in Portland, Oregon.

On the worldwide stage, the World Street Food Congress is the first of its kind to connect and open up fresh ideas and thought leadership in the massive and growing street-food culture and industry throughout the world. This 10-day street-food festival was hosted in Singapore in January 2013 and featured well-known leaders in the food industry (www.wsfcongress.com).

Faced with inquiries from food vendors, many communities turn to their zoning codes, only to discover that mobile food vending isn’t really defined and may not be permitted in the way vendors might like. With the approach to regulating mobile vending varying widely in communities, it can be hard to know where to begin when considering if and how to accommodate food trucks.

WHAT IS MOBILE FOOD VENDING?

Regulatory codes for many communities recognize transient merchants—those goods and services provided by a traveling vendor. The typical ice cream truck would be a good example of a transient merchant who is mobile most of the time, stopping only when requested for a few short minutes. Many operators of today’s food trucks or carts, however, are seeking more than a few minutes on the street, sidewalk, or parking lot, staying in place for a few hours to serve breakfast, lunch, or dinner. In fact, when they are located on private property, some food trucks may be in one location for days, weeks, or even months. It is important to make a dis-

inction between the food vendors that are more transient in nature, like an ice cream truck, and those that seek to move about less frequently. Both types of uses can offer benefits to the community, and they will each have different potential issues to regulate.

Many mobile food vendors utilize self-driven vehicles that permit easy relocation throughout the community. However, mobile food vending also includes trailers, food kiosks, and food carts. Food kiosks are temporary stands or booths that are typically intended to sell prepared foods, including ice cream, pretzels, and the like. Food kiosks may be found inside a large office building or shopping mall, but may also be secured for outside use. Some communities, like Maui County, Hawaii, allow a variety of products to be sold at a kiosk, provided certain standards are met (\$30.08.030). While temporary in structure, food kiosks are often stationary with a defined location. Food carts allow the vendor to sell from outside the moveable unit and are often used to sell fresh fruits and vegetables. Typically, the food in kiosks and carts is prepared elsewhere and kept cold or hot in the unit. The city of New York encourages “green carts” that offer fresh produce in certain areas of the city and has special regulations for these uses (www.nyc.gov/greencarts).

In communities across the U.S., mobile food vendors are seeking permits to start these innovative businesses. They often run into roadblocks at city hall, because while many zoning ordinances include provisions for temporary

uses, most do not contain current definitions for mobile food vending nor do they include any standards that specifically relate to vending and the issues that may arise. The net result in many communities, intentional or unintentional, is a prohibition on mobile food vending.

THE PROS AND CONS OF MOBILE FOOD VENDING

Over the past few years, most of the economy has been struggling and the workforce has been challenged to adapt. With laid-off workers trying to reinvent themselves and new immigrants looking for opportunities, the number of people starting new businesses is rising. Mobile food vending seems, for some, like a low-cost way to wade into the pool of business ownership. There are a number of reasons why communities may elect to sanction mobile food vending:

- **It provides an opportunity to increase jobs and businesses.** The cost of starting a food truck business can start at \$25,000, where a traditional bricks-and-mortar establishment may start at \$300,000, according to the National Restaurant Association (Emergent Research 2012).
- **It offers opportunities to provide food choices where zoning precludes restaurants.** Traditional zoning codes tend to restrict the uses permitted in office and industrial districts, only allowing uses that narrowly meet the intent of those districts. Office and industrial parks, in particular, are often isolated from the rest of the community, requiring employees to drive to retail and restaurant areas. In addition, some communities may not have access to variety of

healthy, fresh foods, and therefore decide to encourage such food vendors in certain neighborhoods by relaxing requirements. New York's green carts initiative allows additional permits to be issued over the city's defined limit to mobile food vendors that offer fresh produce in underserved neighborhoods, and Kansas City, Missouri, offers reduced permit fees for mobile food vendors in city parks that meet certain nutritional standards (Parks and Recreation Vending Policy 4.7.08).

- **It can increase activity in struggling business districts** by creating a dynamic environment where people gather around the availability of new and fresh food. The economy has taken a toll on businesses over the past several years. Those that are hanging on in some areas find that their neighboring buildings or businesses are vacant. Food trucks can be a way to enliven an area, generating traffic for existing businesses and possibly spinning off new business activity. The restaurant industry is evolving to meet the demands of patrons who are looking for locally grown, sustainable, healthy, and fast options for dining. When food trucks use social media to communicate about their location schedules, it can build up a certain level of excitement and anticipation that can make a positive social impact. In addition, the rising trend of "cart pods" and "food truck rallies" brings multiple mobile food vendors to one location, creating a festive atmosphere in an area for a short time.

- **They signal to other potential businesses that the community is adapting to the evolving economy and supporting entrepreneurship.** Mobile food trucks are a new way of doing business; in these early years, communities that anticipate the demand from businesses and consumers may also find that this flexibility signals receptivity to new business models.

- **They are a way for restaurateurs to test the local market for future bricks-and-mortar facilities.** Mobile food trucks offer opportunities to interact with a potential market, to test recipes and pricing, and see if the restaurant fits with the community. All across the United States there are examples of food truck businesses evolving into permanent establishments, including El Camion ("the truck") in northwest Seattle that has recently opened a restaurant and bar in the Ballard neighborhood after several years of experience with its two mobile food units. Torchy's Tacos in Austin, Texas, started with a food truck and now has eight bricks-and-mortar restaurants in Austin, Dallas, Fort Worth, and Hous-

ton—and two more opening this year. The Lunch Room in Ann Arbor, Michigan, plans to open its bricks-and-mortar location soon, using social media to solicit fans of its existing "Mark's Carts" to become investors in the restaurant.

Along with these potential benefits can come community impacts and possible conflicts. Some of the challenges associated with

went through an extensive research and public input process, surveying their local chamber of commerce and meeting with prospective mobile food vendors, residents groups, and restaurant owners. Their resulting ordinance language responds to the needs and concerns of the community (Longmont 2011).

ADDRESSING AREAS OF CONCERN THROUGH ZONING

Many communities are updating their codes to accommodate or regulate mobile vending. In June 2012 Grand Rapids, Michigan, included the following statement of intent in a new set of mobile food vending provisions:

Employment and small business growth in the city can occur while providing a broad range of food choices to the public through careful allowances for temporary concession sales. The provisions of this section are intended to prevent predatory practices on bricks-and-mortar restaurants while allowing for new food vending opportunities that can add vitality to vacant parking lots and underutilized sites . . . (§5.9.32.K).

Other cities, including Phoenix, Arizona (§624.D.87); Chapel Hill, North Carolina (§§10-66–74); and Fort Worth, Texas (§5.406)—just to name a few—adopted regulations in 2012 to allow mobile vending or food trucks. Chapel Hill's

provisions note that allowing food trucks will "promote diversification of the town's economy and employment opportunities and support the incubation and growth of entrepreneurial/start-up businesses" but also that food trucks pose "unique regulation challenges."

While specific approaches vary from place to place, communities interested in adding or updating regulations for mobile food vending should start by defining the uses and then consider each of the following questions:

- Where in the community should such uses be permitted?
- How long should a food truck be permitted to stay in one location?



Russ Herschler

- ➔ Food truck gatherings are increasingly common in communities with extensive food truck offerings.

mobile food trucks might include problems with maintenance, trash, parking, noise, and vehicular and pedestrian circulation. In addition, some restaurateurs may be threatened by this new competition and try to prevent mobile food vending. Food trucks also have their own operational challenges, including dealing with unpredictable weather and maintaining an appropriate inventory despite limited storage.

The best way to understand and manage the pros and cons of food trucks in individual communities is to solicit public input and dialogue about the needs and wants of the community. For example, Longmont, Colorado,

- Are these mobile units just for food sales, or can other goods be sold as well?
- Does the community want to increase activity?
- How can the zoning ordinance address upkeep and maintenance?
- When can food trucks operate?
- How are visitor parking and circulation accommodated?
- How are these uses reviewed and permitted?
- What do vendors and their customers want or need?
- How is signage for the mobile unit regulated?
- How is the site lit to ensure safety?

Location

It is common to allow mobile food vending in commercial districts, but some communities add industrial districts or specify mixed use districts. Start with the community's comprehensive plan—is there a need or desire to increase activities in specific parts of the community? Are there concerns about the impact of single-purpose districts (especially office and industrial) on connectivity, traffic congestion, and business

In consideration for existing facilities, some communities decide that there should be a minimum distance between mobile units and bricks-and-mortar restaurants. Some communities try to limit the impact on adjacent residential uses through a distance requirement or by restrictions on hours of operation. Planners should test these locational restrictions to ensure that realistic business opportunities exist. El Paso, Texas, repealed its locational requirement of 1,000 feet from bricks-and-mortar establishments following a 2011 lawsuit to provide sufficient opportunities for mobile food vendors (Berk and Leib 2012). Attorneys Robert Frommer and Bert Gall argue that separation from other establishments is not necessary and that food truck regulations should be narrowly tailored to legitimate health, safety, and welfare concerns, not regulate competition (2012).

The American Heart Association has also looked at location issues related to mobile food vending. They report that several communities across the country prohibit mobile food vending within a certain distance of schools (or

nity and often is related to where mobile food vending is permitted. Some communities allow food trucks on public property but prohibit overnight parking. Where on-street parking is at a premium, communities may consider allowing food trucks to utilize public parking spaces for the same duration as other parked vehicles. Chicago requires food trucks to follow posted meter time restrictions, with no more than two hours in one location. In addition, the city also limits mobile food vending to two hours on private property (§4-8).

In contrast, some communities allow food trucks on private property for up to 30 days or more at one location. For example, Grand Rapids allows concession sales for up to 200 consecutive days over 12 calendar months (§5.9.32.K.6).

Regulations like this may impact vendors in terms of the types of food that can be sold and the manner in which they are prepared, especially when preparation is done on-site. Communities may wish to consider whether the allowed duration is reasonable for food vendors as well as adjacent property owners.



➡ This food truck rally in Royal Oak, Michigan, illustrates how a gathering of food trucks can activate an otherwise underutilized space.

retention and recruitment? Are there any areas in the community where the population is underserved by food choices? Planners can take these concerns to the community and invite residents and business owners to share their thoughts on where mobile food vending might be appropriate and desirable.

Some communities make a distinction between vending on public property, which often requires a license but is not regulated by zoning, and private property, which often requires a temporary use permit and is regulated by the zoning ordinance. When permitted on private property, zoning standards should require evidence of property owner approval.

at school release times) to limit the sometimes nutritionally challenged food choices available (2012). Woodland, California, prohibits mobile food vending within 300 feet of a public or private school, but will allow them on school property when approved by the school (§14-15). It a different twist, the Minneapolis Public School System introduced a food truck program this year to offer free nutritious meals to students during the summer months at four different sites in Minneapolis (Martinson 2013).

Duration

The length of time food trucks are permitted to stay in one place varies widely by commu-

Goods Available for Sale

Some communities, like College Station, Texas, are very specific that the goods sold from mobile vending to be food related (§4-20). This is often borne of a desire to start with mobile vending on a limited basis to gauge its impact. As mobile food trucks become more prevalent, surely people will explore the ideas of starting other types of businesses in this format. Communities may wish to consider the questions raised earlier about location and assess whether or not it makes sense to allow other goods in addition to food to be sold in designated areas. For example, Ferndale, Michigan, allows a variety of wares to be sold by a mobile

vendor, including apparel, jewelry, household goods, and furnishings (§§7-73–82). That might be just the place for book publisher Penguin Group (USA) to take its recently introduced first mobile bookstore, which aims to make books accessible where big box retailers aren't located (Edsall 2013).

Number of Units in One Location

Some communities that are getting on board with mobile food vending have started allowing them to congregate for certain events and activities. For example, Royal Oak, Michigan, started a food truck “rally” at their indoor farmers market during colder months. It is a good way to utilize the facility as well as provide entertaining food options for city residents. It has now become a great family event every month year-round, with musical entertainment, bouncy houses, and face painting. The city limits the rally to no more than 10 different trucks with a variety of cuisine for the whole family.

units to function on private property as a single business. To address potential negative impacts, each mobile food court must have its own on-site manager, who is responsible for the maintenance of the area (§5.406).

Trash

The type of standards for trash removal and upkeep will vary depending on the location and duration of the vending. Most communities require waste receptacles for every mobile food vending unit and some further require waste to be removed from a site daily. Keep in mind that where communities allow seating along with the mobile food unit, people will generate more trash on-site than in situations where there is no seating provided and people take their food (and trash) to go.

Hours of Operation

Some communities limit hours of operation to around lunchtime (e.g., 10:30 a.m. until 3:30

trucks on private property, communities typically require the vendor to ensure that there is sufficient parking available for its use and any other uses on the site, including the space taken up by the unit itself. Some cities allow public parking areas to be utilized for food trucks, and may even allow metered parking spaces to be used provided the related meter fees are paid. For example, Minneapolis allows a mobile vendor to park at no more than two metered spaces, as long as they are not short-term spaces and are not located within 100 feet of an existing restaurant or sidewalk cafe—unless the restaurant owner gives consent (§188.485.c.7).

Licenses and Permits

Most communities require permits or licenses regardless of whether the trucks operate on public or private property. It is also common for the community to reference compliance with other codes, particularly state or local health codes. These other codes can impact how trucks operate. For example, California's

Health and Safety Code requires trucks to have hand-washing stations if food is prepared in the truck, but does not require them on trucks selling only prepackaged foods like frozen desserts (§114311).

Some communities cap the number of licenses available for food trucks to limit their impact, but many others do not. Grand Rapids

requires a temporary use permit, subject to planning commission approval, and gives standards for consideration (§5.9.32.K.18), including an assessment asking “[w]ill the proposed stand, trailer, wagon or vehicle contribute to the general aesthetic of the business district and include high quality materials and finishes?”

Site Amenities

Some communities specify that no tables or chairs are permitted, or if they are, then sanitary facilities are also required. There may be flexibility in the permitted arrangements for such facilities (for example, having permission to use such facilities within a reasonable distance of the mobile unit). Frisco, Texas, prohibits connections to po-



Site amenities like tables and chairs are often easier to accommodate on private property than in a public right-of-way.

According to Market Master Shelly Mazur, “It’s nice to be able to offer a family-friendly event in a climate-controlled building with renovated bathrooms and seating.”

On the other hand, in its 2010 ordinance, the city of Zillah, Washington, banned mobile food vending altogether, declaring it a “nuisance,” and finding that “when mobile vendors congregate in the same area, the heightened intensity of use negatively impacts the surrounding area, particularly by increased trash” (§8.32). Fort Worth tackled this issue head-on, defining a group of food trucks as a “mobile food court” when two or more mobile vending units congregate. They allow these

p.m.), and others allow sales from early in the morning to late in the evening (e.g., 7 a.m. until 10 p.m.). Some communities place no time limits on these operations in the zoning regulations. Again, consider where these units will be permitted and the potential conflicts with adjacent uses.

Parking and Circulation

Given the mobility of these vendors, they by necessity are typically located in parking areas. Whether in public spaces or a private parking lot, it is important to ensure sufficient parking for existing uses to prevent an undue burden on bricks-and-mortar establishments. For food

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table water, requiring mobile food vendors to store their water in an internal tank. The city also requires vendors to be located within 50 feet of an entrance of a primary building, and drive-through service is expressly prohibited (§3.02.01.A(20)). King County, Washington, requires that all mobile food vending in the county be located within 200 feet of a usable restroom (§5.34).

Signage

Some communities use their existing sign regulations, but others tailor standards for mobile units. In Michigan, both Grand Blanc Township (§7.4.9.F) and Kalamazoo (§§25-63–68) allow one sign on the mobile vending unit itself, but do not allow any other signage. This is fairly common. In many cases, the truck itself essentially functions as one big sign with colorful graphics. Additionally, many mobile food vendors now use social media to get out the word regarding the time and place they will set up shop, potentially reducing the need for additional signage beyond that on the unit itself.

Lighting

Lighting is not as commonly addressed as other issues, especially if a mobile food vending unit is located in an existing developed area, but it is likely presumed that other applicable lighting requirements appropriate to the location are to be followed. Consider adjacent uses and the impact of light trespass and glare. For example, Grand Blanc Township requires mobile food vending units to be lit with available site lighting. No additional exterior lighting is allowed unless permitted by the zoning board of appeals upon finding that proposed exterior lighting mounted to the mobile vending unit will not spill over on to adjacent residential uses as measured at the property line (§7.4.9.F.10).

TESTING, FOLLOW-UP, AND ENFORCEMENT

One of the nice things about mobile food vending is that it is really easy for a community to put a toe in the water and test the impact of regulations on mobile food vendors, other community businesses, and the public, and to adjust the regulations

as appropriate. The Metropolitan Government of Nashville-Davidson County, Tennessee, initiated a test phase beginning April 2012 that will provide evaluative data for a successful mobile food vendor program. The program will initially be operated under a temporary permit issued by the Metro Public Works Permit Office for two specified zones, the downtown core and outside of it. Oakland, California, has a pilot program for "Food Vending Group Sites," defined as "the stationary operation of three (3) or more 'mobile food vendors' clustered together on a single private property site, public property site, or within a specific section of public right-of-way" (§5.51).

Before embarking on extensive zoning rewrites, review the suggested considerations with the community to anticipate and plan for appropriate ways to incorporate this use in a reasonable way. Mobile food vending is on the rise all over the country, from urban sites to the suburbs. When regulated appropriately, mobile food vending can bring real benefits to a community, including jobs, new businesses, fresh food, and vitality.

Cover image by Rodney Arroyo; design concept by Lisa Barton

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ZONING PRACTICE

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HOW DOES YOUR COMMUNITY REGULATE FOOD TRUCKS AND OTHER MOBILE VENDORS?

9

ATTACHMENT 4

Other jurisdiction
regulations (Deland, Holly
Hill, Orlando, Sanford and
St. Petersburg)

Sec. 22-13. - Food trucks.

- (a) *Defined.* The term "food truck" shall mean any vehicle, trailer, or other conveyance or mobile apparatus from which food is prepared and/or sold to the public. Food trucks may not be operated without first obtaining a safety inspection certificate pursuant to this section, or a special event permit issued pursuant to the city's special event permitting procedures.
- (b) *Permitted locations.* Food trucks shall only be permitted to sell food to the public on a parcel of property for which a food truck site permit has been issued pursuant to section 22-14 of the DeLand Code of Ordinances.
- (c) *Fire safety inspection/fire safety inspection certificate.* Food truck operators desiring to operate within the corporate limits of the City of DeLand must complete an application on a form provided by the community development department and undergo an annual fire safety inspection administered by the city's fire department. In the event that the city determines that a food truck cannot safely be operated within the city from a fire safety perspective, then the city shall provide the food truck operator with a written explanation setting forth specifically what requirements the food truck operator must comply with in order to be granted permission to operate the food truck in the City of DeLand. Upon satisfactory completion of each annual fire safety inspection, the city shall issue the food truck operator a fire safety inspection certificate.
- (d) *Display of fire safety inspection certificate.* The fire safety inspection certificate issued pursuant to this section shall be prominently displayed on or in the food truck such that city officials can readily verify that the food truck is being properly operated within the City of DeLand.

(Ord. No. 2014-13, § 3, 4-21-14)

Sec. 22-14. - Food truck site permits.

- (a) *Defined.* The term "food truck site permit" shall mean a permit issued to an owner or lessor of a parcel of real property located within the corporate limits of the City of DeLand which specifically authorizes the operation of a food truck, which is properly authorized to conduct business within the City of DeLand pursuant to section 22-13 of the Code of Ordinances, on said parcel for a maximum of 12 days during a calendar year.
- (b) *Food truck site permit requirements.* The following requirements must be met in order

to obtain a food truck site permit pursuant to this section:

- (1) The applicant, if not the property owner, shall provide the chief building official with written authorization from the property owner, which authorization shall be duly sworn and notarized.
- (2) The applicant shall submit a detailed site plan which shows, at a minimum, each of the following elements:
 - a. The existing site, including but not limited to buildings, parking areas, driveways and other vehicle movement areas, and landscape areas.
 - b. The proposed location of the food truck on the site, parking areas for patrons, places where patrons will eat, trash receptacles and rest room facilities.
 - c. Any other information deemed necessary by the planning director in order to ensure that the operation of the food truck will not interfere with the operation of the principal use on the site, or otherwise cause a violation of the land development regulations applicable to the site.
 - d. Any other information required by the planning director, chief building official or fire marshal.
- (c) *Site permit review.* The planning director, chief building official and fire marshal, or any one or more of their designees, shall review the application and determine whether a food truck can be safely operated as requested. The city may place any conditions on the food truck site permit that are reasonably necessary to ensure the safe operation of a food truck and to ensure that operation of the food truck does not create a nuisance to adjoining properties. Within 20 days of submittal of a complete application, the planning director shall either issue the food truck site permit, including any appropriate conditions, or deny the application for the food truck site permit. If the food truck site permit is denied, the planning director shall notify the applicant in writing of the reasons for denial.
- (d) *Operation of food truck pursuant to food truck site permit.* At least two business days prior to the operation of a food truck on a particular parcel of property pursuant to a food truck site permit, either the food truck operator or holder of the food truck site permit shall notify the planning director or his designee of the identity and hours of operation for the upcoming food truck operation. The fire marshal or other city official may inspect the food truck and the site prior to commencement or during operation of the food truck. In the event that the fire marshal or other city official determines that

operation of the food truck poses a risk to the public, the fire marshal or other city official may prohibit, or order the immediate cessation of, operation of the food truck. The authority granted herein is supplemental to any other authority vested in the fire marshal and any other city official pursuant to any other provision of law.

(Ord. No. 2014-13, § 4, 4-21-14)

Sec. 114-904. - Food truck services.

Non-residential locations may apply for temporary permits to allow food truck operations subject to compliance with the following conditions. Vacant lots may not host food trucks and food trucks may not serve from public streets and rights-of-way.

- (1) All food truck units shall comply with state requirements for food service and display certification of compliance.
- (2) No discharge of grease or other cooking waste is permitted.
- (3) The property owner is responsible for the provision of trash receptacles and the cleanliness of the service and dining area.
- (4) The property owner is responsible for the provision of restroom facilities.
- (5) No site may host food trucks for more than one day per week. Food truck operations approved as part of a city-sponsored special event or under a special use permit issued per section 114-902 shall not count against the day limitations of this section. (A multiple tenant location is considered one property for purposes of this code provision.)
- (6) Food trucks may not occupy more than 20 percent of the vehicular use area or disrupt parking area operation. Food trucks may not be parked in landscaped areas.
- (7) Temporary dining areas may be provided in association with the food truck operations. The temporary dining area may be located in landscaped areas exclusive of planting beds and landscaped buffers.
- (8) Any music provided shall comply with the city's standard noise ordinance.
- (9) Food trucks may place one supplemental A-frame or similar temporary sign not to exceed six square feet of area.
- (10) Each food truck location shall obtain a permit from the city at least seven days prior to opening for business. A single permit may include multiple business dates. The permit application shall be on a form issued by the city and contain at a minimum the following information:
 - a. Location address.
 - b. Property owner approval.
 - c. Dimensioned sketch of the proposed location showing compliance with the requirements set forth above.

- d. Proposed date(s) and hours of operation.
- e. Owner contact information.
- f. Vendor contact information.
- g. Photo of the vendor and food truck.
- h. Fees as established by the city commission.

(Ord. No. 2981, § 1, 10-25-16)



MEMORANDUM

DATE: May 20, 2013 City Council Meeting

TO: Mayor Dyer and City Commissioners

FROM: Dean Grandin, Planning Official

SUBJECT: Temporary Use Permit - LDC2012-00308
Mobile Food Vending: Food Trucks, Food Carts and Lunch Trucks

A. Recommendation

1. Approve a city-wide Temporary Use Permit allowing Mobile Food Vending (Food Trucks, Food Carts and Lunch Trucks) on private property under a two-year pilot program.
2. Authorize the Planning Official to review and approve individual Mobile Food Vendors through a Planning Official Determination.
3. Temporarily waive application fees for Planning Official Determinations concerning Mobile Food Vendors for a period of 90 days from approval of this Temporary Use Permit; thereafter a \$50 per truck/cart fee would apply.

B. Need

1. Mobile Food Vending has become a local and national phenomenon, bringing activity and vitality to commercial districts and special events alike.
2. Approximately 25 Food Trucks (one type of Mobile Food Vendor) currently operate throughout the city.
3. Food Trucks operate either alone or in groups, typically on an underutilized portion of an existing parking lot in commercial zoning districts; they also operate occasionally at special events in residential districts at churches and schools.
4. Some Food Truck operators would prefer to operate within the street right-of-way, from on-street parking spaces.
5. Orlando regulations prohibit the sale of food and merchandise on city streets and sidewalks, except where specifically approved by City Council (Sec 54.27-1).
6. Orlando regulations prohibit the sale of food and drink within public parks, recreation areas and facilities, except under a current concession agreement approved by the city (Sec. 43.44).
7. Orlando regulations prohibit parking on any public or private street, public parking lot or any other public property for the purpose of advertising or selling merchandise (Sec. 39.22).
8. "Mobile Food Vendor" is not listed as a separate use in the City of Orlando Land Development Code. Therefore, Mobile Food Vending has been interpreted up until now as an "Intensive Retail" use, allowed by right in limited zoning districts (Mixed Use, Industrial, AC-3 or as a Conditional Uses in other Activity Centers).

C. Process

Staff is recommending, after considerable review of the issue, that Mobile Food Vendors be allowed throughout the City under the following approval process:

1. City Council approves citywide Temporary Use Permit for Mobile Food Vending.
2. Vendors obtain a license from the Florida Department of Business and Professional Regulation's Division of Hotels and Restaurants.
3. If operating on private property, Vendor obtains notarized letter from private property owner granting permission to operate on that owner's property.
4. Vendor acknowledges: "You are prohibited from conducting business on any public streets, sidewalks, rights-of-way or in any public parks." This restriction includes any sites that are partially located on the right-of-way, or require their customers to be upon the right-of-way to be served.
5. If wishing to operate within the public right-of-way or property, vendors must be ancillary to an 18A special event, obtain a concession agreement on all other public property (e.g. parks), or is a vendor participating under a right-of-way utilization agreement for a closed street (e.g. Church Street District).
6. Vendor applies for a Planning Official Determination. Application must include:
 - a. A copy of the Vendor's county Business Tax Receipt.
 - b. A copy of the Vendor's state license.
 - c. A general site plan of the typical operation, including the Vendors' home address, the name or location of the Vendor's commissary, planned locations for the Vendor's operations, the location where the vehicle will be stored, and photos of the vehicle and any associated signage.
7. Vendor obtains a Business Tax Receipt (BTR) to operate in the City of Orlando, per Chapter 36 of the City Code.

D. Standards and Conditions

1. Definitions

- a. Food Truck. A vehicle (including trailers) operated by a mobile food vendor to prepare and sell food at multiple locations, typically operating at one location for more than 30 minutes.
- b. Food Cart. A mobile food vendor that sells pre-packaged food, such as hot dogs or boiled peanuts from a movable, non-motorized cart.
- c. Lunch Truck. A vehicle operated by a mobile food vendor to sell pre-packaged food, such as ice cream and sandwiches, at multiple locations, typically operating at one location for less than 30 minutes.

2. *Locations*

- a. Lunch Trucks are allowed throughout the City of Orlando in any non-residential or non-public zoning district, except in the Downtown Core area shown on Exhibit "A." Lunch Trucks may not operate at the same location more than 30 minutes in any 6 hour period.
- b. A particular private property may host Food Trucks and/or Food Carts one day per week within the following districts, as shown on Exhibit "A". If a Main Street sponsors and advertises a special event with Mobile Food Vendors, it shall not count toward the one day per week allocation for a particular property:
 - i. Orlando Main Street Districts (Downtown South, Ivanhoe Village, College Park, Mills/50, Audubon Park, and Thornton Park),
 - ii. The Washington Shores Special Plan area,
 - iii. The Milk District,
 - iv. Regional retail shopping centers (Colonial Plaza, Fashion Square, Millenia, Premium Outlets, and Festival Bay Malls), and
 - v. The Downtown Community Redevelopment Area except for the Downtown Core (refer to inset map on the attachment).

The location in the above areas must be within a zoning district that allows Eating & Drinking Establishments.

3. *Additional Locations and Restrictions*

- a. Food Carts may be allowed on properties in non-downtown activity centers under covered structures, such as an arcade, at home improvement and similar stores daily, where the use is clearly incidental to the primary use.
- b. When not in operation, all mobile food vendors must leave the site and return to their commissary and storage facility. They shall not be left unattended.
- c. All mobile food vendors must locate on a property that has a legal principal use, and an improved surface (e.g. parking lot).

4. *Permanent Food Trucks, Food Trailers, etc.* If a food truck, trailer, or other such installation wishes to permanently remain on a property, it shall do so as an "Intensive Retail" (i.e. outdoor) use, only permitted in those zoning districts where such uses are allowed. All requirements of the Land Development Code apply (parking, landscaping, required building code matters, change of use to a higher intensity class, etc.).

5. *Special Events.*

- a. The City may authorize food trucks and food carts in the public right-of-way as part of a special event under the issuance of a Chapter 18A public assembly permit. Food trucks and carts must be ancillary to the special event. In the Downtown Core, the Church Street District is allowed vendors, including Food Trucks, as part of its approved right-of-way utilization agreement or any other City permitted special event. The future Performing Arts Center Plaza is also allowed vendors under a concession agreement.

- b. Rights-of-way under jurisdiction of the Florida Department of Transportation (FDOT) require additional permits from the FDOT District 5 offices. Typically, the right-of-way is required to be closed to vehicular traffic.
 - c. The City may also authorize mobile food vendors at special events for schools, religious institutions and benevolent organizations. Within residential zoning districts, such special events are limited to twice a year.
6. *Downtown Core Area Restrictions.* Mobile Food Vending is prohibited on private or public properties and on street rights-of-way within the Downtown Core area shown on Exhibit "A," except as follows:
- a. A single Food Cart is allowed within improved pedestrian plazas of at least 0.10 acres. Available locations include the Chase Plaza, Suntrust Plaza, 55 and 54 West, Wells Fargo/Morgan & Morgan, Seaside/Signature Plaza with the permission of the property owner.
 - b. Food Carts may be allowed in public properties and in parks/plazas within the Downtown Core area under a concession agreement, if approved by the City Council. Locations include the City Commons Park, Heritage Park, Amway Center Plaza, and future Performing Arts Center Plaza.
 - c. Food Trucks and Carts may be utilized as vendors in the public right-of-way of Church Street as part of a Church Street District's right-of-way utilization agreement, a valid concession agreement or other special event. Also, such vendors are allowed in the West Washington Street expansion of Lake Eola Park and on the periphery of the Performing Arts Center Plaza through the appropriate concession agreement.
- Food Carts in the above areas may be located there daily, and are thus not restricted to once a week (but may be limited by a concession agreement). However, they are limited to operating at any single location up to eight hours in a 24 hour period of time, and must be removed when not in operation. All mobile food vendors in the Downtown Core must be set back a minimum of 5 feet from any rights-of-way (unless the particular right-of-way is closed to vehicular traffic) and are subject to appearance review by the Architectural Review Board of the Downtown Development Board. If within a Historic District, a minor review is required by the Historic Preservation Officer.

E. Operating Conditions for all Mobile Food Vendors

- 1. All Mobile Food Vendors must be located on a paved parking area; within the Downtown Core on private property, they must be located within a paved pedestrian plaza – and not unimproved property.
- 2. May not damage required landscaping (bufferyards, parking lot landscaping).
- 3. Must be setback from adjacent residential districts a minimum of 40-feet without a bufferwall, and minimum 15-feet with a concrete bufferwall.
- 4. May not be located within 5 feet of any right-of-way or public sidewalk.
- 5. May not disrupt vehicular or pedestrian circulation for ingress and egress to the property.

6. May not locate or block access to required parking for a simultaneously operating business on the property according to the City's parking requirements. Sites that do not have excess parking during the operation of the primary uses are not eligible for mobile food vending.
7. Must comply with all regulations in the Land Development Code, such as signage and setbacks.
8. Food Trucks, Lunch Trucks and Food Carts shall not sell alcohol unless specifically approved as part of an 18A special event permit or other permit approved by the Police Department, and must comply with Land Development Code restrictions for the sale of alcohol near schools and churches.

F. Maintenance

Mobile Food Vendors shall comply with the following operating standards:

1. All operations must be contained within the approved vending vehicle, as permitted by the State of Florida Department of Business and Professional Regulation's Division of Hotels and Restaurants; however, a maximum of two coolers are allowed for beverages external to the vending vehicle or cart.
2. Vendor is responsible for the proper disposal of trash and waste associated with the operation. Vendor shall provide adequate trash receptacles for use by its customers. Vendors shall remove all waste and trash from their location at the end of each day/visit or as needed. The vendor must keep clean all areas of the subject property, and public rights-of-way within twenty-five (25) feet of the subject property, including grease, trash, paper, cups, coolers, or cans associated with the vending operation beyond twenty-five feet. This includes emptying city trash receptacles on the public rights-of-way that contain debris from the operation within twenty-five feet of the property.
3. Non-styrofoam packaging and cups must be used for serving containers. Styrofoam is not allowed for mobile food vending within the City of Orlando. Recycling receptacles must be provided for any packaging that is recyclable, if present.
4. Liquid waste or grease may not be disposed of in tree wells, storm drains, or onto the sidewalks, streets, or other public space. The vendor is responsible for removal of grease and liquid waste from the sidewalk and street surfaces resulting from its operation, or the unloading and loading of food carts. The vendor shall comply with all state laws for servicing the vehicle or cart for waste water and grease disposal, including commissary requirements.
5. If at any time the State revokes, suspends or expires the issued food vending permit, the Planning Official Determination for the Vendor under this pilot program is revoked or suspended simultaneously.

6. The Mobile Food Vendor is liable for all damages and repairs to the streetscape, trees and vegetation, sidewalks, streets, or other public amenities that relate to its operation.
7. Vehicles shall not “hop” curbs or perform any other illegal traffic maneuvers.

G. Duration

1. This pilot program shall be effective for two years from the date approved by City Council. The Planning Official may approve a one-year extension.
2. The Planning Official may revoke approval granted under a Planning Official Determination for an individual operator for non-compliance with any conditions of the pilot program.
3. The Planning Official shall report semi-annually to the Chief Administrative Officer on the effectiveness of the program.

Use Table: Where Mobile Vending is allowed in Non-Residential Zoning Districts

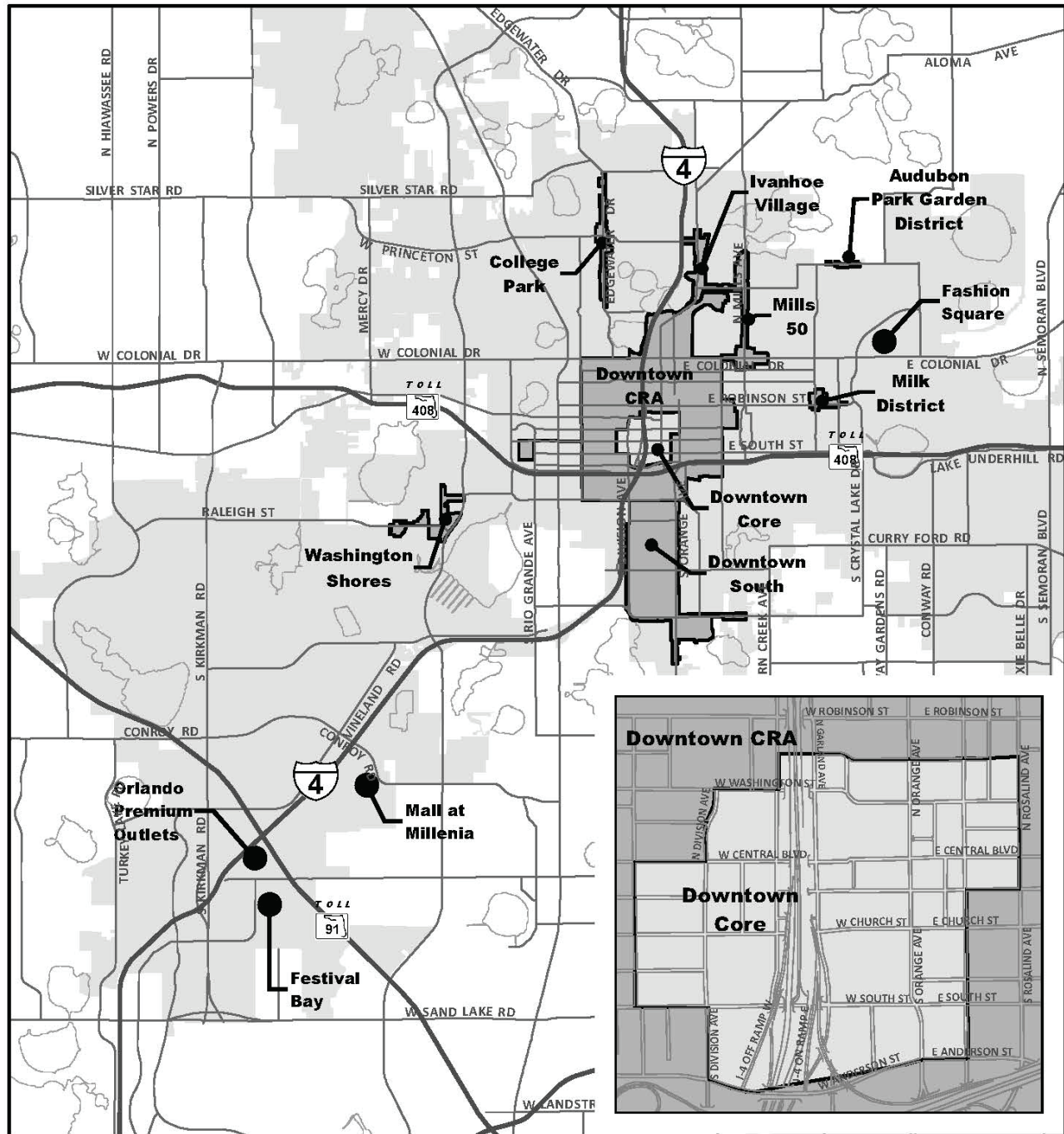
	Main Street	CRA Outside Core	Regional Mall	Schools/ Churches*	Downtown Core	ROW/ Sidewalks	Special Event: ROW or Park	Park: Occasional or Permanent
Food Trucks	Allowed	Allowed	Allowed	Allowed	Not** allowed	Not allowed	18A Permit	Concession Agreement
Lunch Trucks	Allowed	Allowed	Allowed	Allowed	Not allowed	Not allowed	18A Permit	Concession Agreement
Food Carts	Allowed	Allowed	Allowed	Allowed	Allowed in plaza	Not allowed	18A Permit	Concession Agreement

* Allowed at Schools/Churches, except up to twice a year in residential zoning districts.

**May be allowed on Church Street as part of the right-of-way utilization agreement for vendors with the Church Street District or any other Special Event approved by the City, and Performing Arts Center plaza as part of a concession agreement.

Exhibit A

Food Trucks



LEGEND

0 0.5 1 2 Miles

City of Orlando, Economic Development Department
Transportation Division, August 2012

-  Food Truck Area
-  Food Truck Mall
-  City of Orlando Jurisdiction





Mobile Food Vendor Application

Department of Planning & Development Services

300 North Park Avenue, Sanford, Florida 32771

Phone: 407.688.5140 Fax: 407.688.5141

8.B.b

1. Business Name: _____
2. Business Mailing Address: _____
3. Business Phone: _____ Fax: _____ Email: _____
4. Describe food to be sold: _____

5. If the Mobile Food Cart travels on public roads, provide license tag number: _____
6. If the Mobile Food Cart is not licensed, how is the unit moved to location?: _____

7. Size of Mobile Food Cart: Length: _____ Width: _____ Height: _____

The following items must be submitted with this completed application:

- Application Fee
- Site Plan - The site plan at a minimum must accurately show:
 - Proposed location of the mobile food cart
 - All parking spaces, including handicapped spaces
 - Entrances and exits to and from access street
 - Distance from any buildings or structures
 - Distance from sidewalks, rights-of-way, fire hydrants, fire lanes and landscaped areas
- Property Owner Authorization Form verifying approval of use of site for a mobile vendor
Or
- Copy of the letter of approval of a ROW Use Permit if the use is proposed on a City right-of-way

The following items must be provided prior to receiving a Business Tax Receipt:

- Signed and notarized hold-harmless agreement (form provided by the City)
- A \$1,000,000.00 liability insurance policy meeting the requirements of the resolution
- Copy of the appropriate license from the Florida Division of Hotel and Restaurants

This application is submitted by:

Applicant/Agent:

Signature: _____ Print Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____ Date: _____

Official Use Only

Application No: _____ Fee: _____ Date: _____

☐ Approved

☐ Approved with conditions

☐ Denied

Approved by: _____ Date: _____

Attachment: 02.05.2019 Mobile Food Dispensing Vehicles attachments [Revision 2] (3852 : Mobile Food Dispensing Vehicles (Food Trucks))

- (a). Mobile food vendors shall be allowed to operate on private property with the written permission of the owner set forth on a form provided by the City or on public ways when approved by the City.
- (b). If operating on private property, all activities of a mobile food vendor must be on real property assigned a commercial or industrial zoning classification which real property is a developed site and does not abut real property which is single-family, two-family or multi-family use or zoning classification.
- (c). Issuance of a mobile food vendor license shall not entitle the mobile food vendor licensee to conduct business exclusively at any specific location on any street or sidewalk.
- (d). Mobile food units shall be registered as required by State law and it is prohibited and unlawful for a mobile food vendor to operate, move, park, stop or stand any mobile food unit on a public way unless the vehicle is equipped as required by State law.
- (e). It is prohibited and unlawful for a mobile food vendor, operating on City sidewalks or other public ways, to impede normal pedestrian traffic.
- (f). It is prohibited and unlawful for a mobile food vendor to create or contribute to a potential safety or hazardous situation or condition on public or private property.
- (g). It is prohibited and unlawful for a mobile food vendor to fail to comply with all State and City traffic and parking, stopping and standing laws, codes, ordinances, rules and regulations.
- (h). Mobile food units shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste related to the vendor's sales. Prior to moving a mobile food unit from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the mobile vendor's sales and within an area encompassing a radius of one hundred feet (100') from the sales area.
- (i). The mobile food vendor sales area shall not exceed an area of a standard parking space (two hundred (200) square feet).
- (j). It is prohibited and unlawful for a mobile food vendor to create a nuisance condition to include, but not be limited to, displaying flags, signage not located within the operational area of a mobile food unit, loud noises, shouting or amplified music or sound.
- (k). It is prohibited and unlawful for a mobile food vendor to set up its sales area or conduct sales from dusk to dawn or such other hours as may be permitted on a license unless otherwise authorized in accordance with other provisions of the *City Code*.
- (l). It is prohibited and unlawful for a mobile food vendor to fail to remove a mobile food unit or related items at the close of each business day.
- (m). It is prohibited and unlawful for a mobile food vendor to set up its sales area or conduct sales at any of the following locations:
 - (1). On or within two hundred and fifty feet (250') of First Street and Second Street between French Avenue and Sanford Avenue.
 - (2). On or within two hundred and fifty feet (250') of Sanford Avenue between Commercial Street and Thirteenth Street.
 - (3). Within two hundred and fifty feet (250') of any other mobile food vendor unless specifically permitted to do so.
 - (4). Within five hundred feet (500') of any licensed restaurant located in a permanent structure during the hours said restaurant is open for business.



MOBILE VENDOR GUIDELINES

To avoid unnecessary delays and / or expense it is recommended that you contact each of the offices listed below to understand all of the requirements prior to expending any funds.

Food vendors require a license from the State of Florida. Contact the State of Florida Division of Hotels and Restaurants about their licensing requirements.

Phone: **850.487.1395**

Website: www.myflorida.com/dbpr/hr/licensing/GT_MDFV.html

All businesses operating within the city limits require a City of Sanford business tax receipt. Contact the City of Sanford Building Department for information.

Phone: **407.688.5150**

Website: www.sanfordfl.gov

Businesses located in the City of Sanford require a Seminole County business tax receipt. Contact the Seminole County Tax Collector office for information.

Phone: **407.665.1000**

Website: www.seminoletax.org

The City of Sanford Mobile Vendor License requires:

- Completed Mobile Food Vendor Application.
- Application Fee.
- Site Plan (including the following):
 - Proposed location of the mobile food cart,
 - All parking spaces, including handicapped spaces,
 - Entrances and exits to and from the access street,
 - Distance from any buildings or structures, and
 - Distance from sidewalks, rights-of-way, fire hydrants, fire lanes and landscaped areas.
- Property Owner Authorization Form (provided by the City) verifying approval of the property owner for operation of a mobile food vending operation, or Copy of approval of a ROW use permit if the use is proposed on City Right of Way.
- Copy of the Business Tax Receipt for the business (both City and County).
- Signed and notarized hold-harmless agreement (form provided by the City).
- A \$1,000,000 liability insurance policy meeting the terms and requirements of the regulations.
- Copy of the appropriate license from the Florida Division of Hotel and Restaurants.

For more information contact the Department of Planning and Development Services.

Phone: **407.688.5140**

Email: engineeringandplanning@sanfordfl.gov

For operation within the Right-of-Way of a City Street, please contact the Planning Department about the procedures for requesting a Right-of-Way Use permit.

Phone: **407.688.5140**

Email: engineeringandplanning@sanfordfl.gov

Additional information is also available on the City of Sanford website www.sanfordfl.gov

MOBILE VENDOR HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The UNDERSIGNED _____, either as a the representative of a business or individually, whose current address of _____, intending to be legally bound for himself/herself and his/her heirs, executors and administrators, waives and releases any and all claims, or rights for any injuries, death or damages that the UNDERSIGNED had, has or will have since the beginning of the earth until the end of the earth against the CITY OF SANFORD, Florida, 300 N. Park Ave., Sanford, FL 2771, the elected and appointed officials of the CITY of SANFORD, it's City Manager, department heads, division heads, supervisors and employees of the CITY OF SANFORD, and their heirs, representatives, successors, executors, administrators and assigns, for any and all injuries, death, damages suffered in connection with the OPERATION OF A MOBILE FOOD VENDING OPERATION AND ASSOCIATED ACTIVITIES , either directly or indirectly. The UNDERSIGNED, either as a the representative of a business or individually, also agrees through the signing of this document, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the CITY OF SANFORD, the elected and appointed officials of the CITY OF SANFORD, it's City Manager, department heads, division heads, supervisors and employees of the CITY OF SANFORD, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the aforementioned activity(ies) with/for CITY OF SANFORD, Florida, whether or not due to or caused by the negligence of the CITY OF SANFORD, excluding only the sole negligence of the CITY OF SANFORD. This provision shall also pertain to any claims, suits actions against the CITY OF SANFORD by any employee, associate, anyone directly or indirectly employed, hired or contracted by the UNDERSIGNED, the heirs, representatives, successors, executors, administrators and assigns of the UNDERSIGNED.

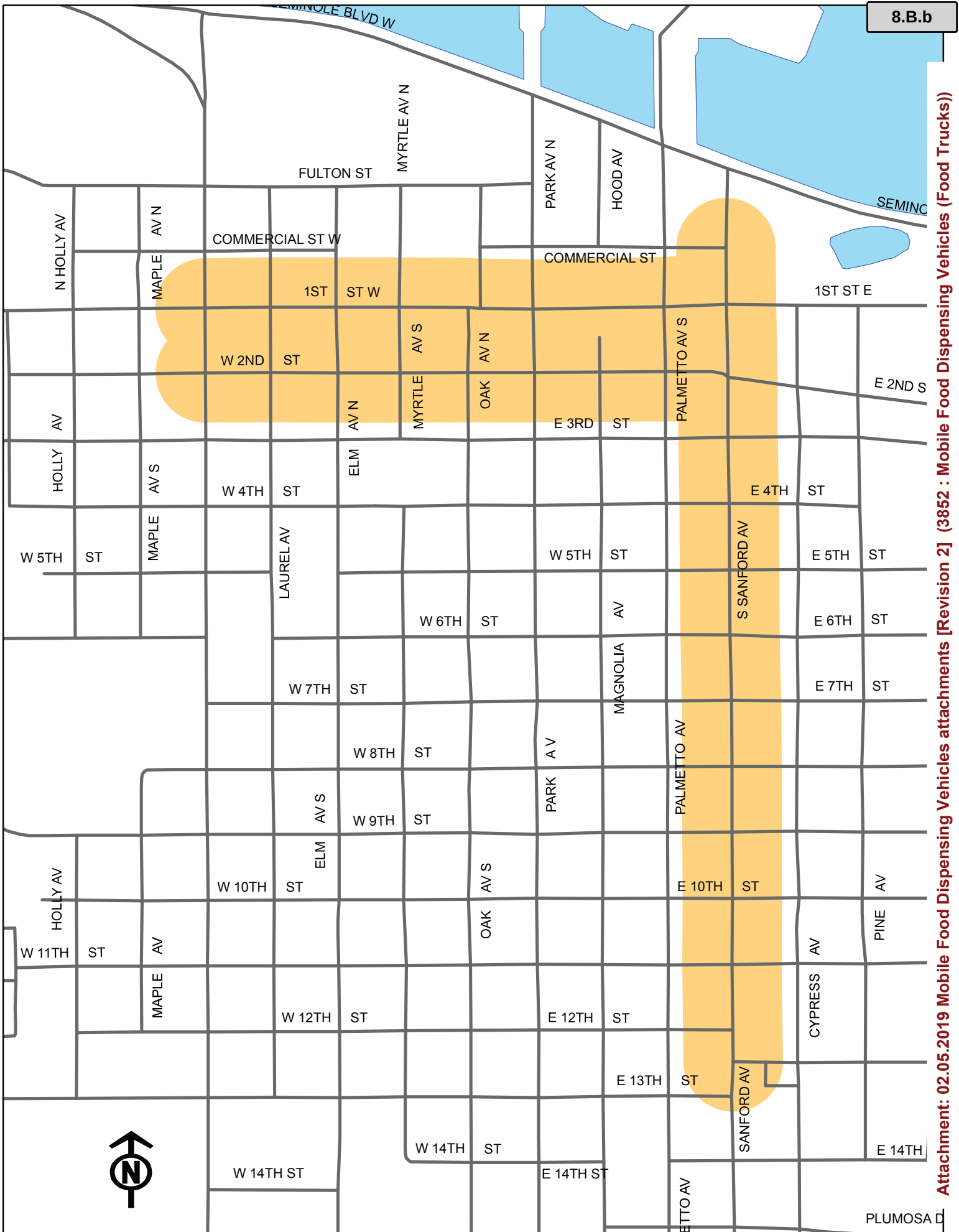
_____ Authorized Signature	_____ Print Name	_____ Title (President, Vice President, etc)	_____ date
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Signed in the presence of two witnesses **or** a Notary Public:

_____ Print Name	_____ Signature	_____ Date
_____ Print Name	_____ Signature	_____ Date

Sworn to and subscribed before me on this ____ day of December, 20__

_____ Notary Public	_____ My Commission Expires
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Included in this packet:

1. List of Required Submittals
2. Application Form
3. Information Sheet
4. Downtown Map

**Planning and Economic
Development Department**

**Development Review
Services Division**

<http://www.stpete.org/LDR>

City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33713
727 - 893-7471

Last Updated: 9-14-2016

MOBILE FOOD TRUCKS

Application No. _____



List of Required Submittals

Only complete applications will be accepted:

- ☐ Completed application form
- ☐ Application fee (\$170 first year, \$85 annual renewal fee)
- ☐ Department of Business and Professional Regulation
Division of Hotels and Restaurants, or Florida Department of
Agriculture, "License" for mobile vending
- ☐ Proof of Insurance
- ☐ Photographs of the mobile food truck depicting all sides of the
vehicle (for new applications)
- ☐ Vehicle Identification Number (VIN)

Supplemental Information

- Visit <http://www.myfloridalicense.com/dbpr/hr/index.html> for the most current regulations from Florida Division of Hotels and Restaurants.
- Visit <http://www.freshfromflorida.com/Divisions-Offices/Food-Safety> for the most current regulations from Florida Division of Food Safety (Agriculture).

Note: Obtaining an annual mobile food truck permit does not exempt the holder from complying with all requirements of City Code Section 16.50.440.

These regulations exclude a contractual or other private arrangement between a mobile food truck and an individual or group that wishes to have food catered to a specific location and which is not open to the public.

Completeness review by city staff:

Packet Pg. 545

Cashier Validation



MOBILE FOOD TRUCKS

Application No. _____

All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg's Planning and Economic Development Department, located on the 1st floor of the Municipal Services Building, One Fourth Street North, St. Petersburg, Florida.

GENERAL INFORMATION

Name of Applicant:

Street Address:

City, State, Zip:

Telephone No:

Email Address:

Website:

VEHICLE INFORMATION

Business Name:

Vehicle Identification Number (VIN):

State License, No. for Mobile Food Dispensing Unit:

State License, Date Issued:

State License, Expiration Date:

REQUEST

To operate on private property: ☐ Yes ☐ NoTo operate on public rights-of-way: ☐ Yes ☐ No

AUTHORIZATION

By signing this application, the applicant affirms that all information contained within this application packet has been read and that the information on this application is accurate. The applicant certifies that he/she has read City Code Section 16.50.440 regulating the operation of mobile food trucks and understand that issuance of an annual mobile food truck permit does not exempt the holder from complying with all requirements of the City Code. Filing an application does not guarantee approval.

NOTES: 1) It is incumbent upon the applicant to submit correct information. Any misleading, deceptive, incomplete or incorrect information may invalidate your approval.

Signature of Applicant: _____ Date: _____

OFFICIAL USE ONLY

PRE-APPROVED	TYPE OF TRUCK	FINAL APPROVAL
Requires Pre-Approval Authorization	Class I Mobile Kitchen	Requires Final Approval STAMP
	Class II Canteen Truck	
	Class III Ice Cream Truck	

The Application:

- **State License:** A copy of the state permit for a mobile food dispensing vehicle is required and must be approved prior to approval to vend in the City of St. Petersburg.
- **Insurance:** Include a certificate of insurance demonstrating the following (contact the Risk Management Division with specific questions at 727-893-7582:
 - If operating in the street (right-of-way):
Commercial General Liability Insurance
-\$1,000,000 per Occurrence
-\$2,000,000 General Aggregate
*Must name the City as “additionally insured”.
 - Automobile Liability
-\$300,000 Combined Single Limit
 - Proof of Workers Compensation as required by Florida law (if more than 3 employees).
- **Business Tax:** A separate City of St. Petersburg Business Tax License is required for each mobile food truck and must be obtained as part of the permit process.

The Permit/Fees:

- The permit fee is \$170 for the first year and \$85 for annual renewals of existing permits.
- The annual Business Tax License fee is \$65.
- Permits expire at the end of the fiscal year for which they are issued (September 30th).

The Truck (or Trailer):

- A mobile food truck is a vehicle which is used to vend food and beverage products and is classified as one of the following:
 - o **Class I—Mobile kitchens.** In addition to the vending of products allowed for class II and class III mobile food trucks, these vehicles may cook, prepare and assemble food items on or in the unit and serve a full menu.
 - o **Class II—Canteen trucks.** These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. These vehicles are limited to providing catering services to employees at a specific location and do not advertise

for customers, except as may be allowed by a City issued permit.

- o **Class III—Ice cream trucks.** These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages. If vending in the street (right-of-way) only this permit does not apply – please contact the City’s Police Department to obtain a Peddler’s Permit.

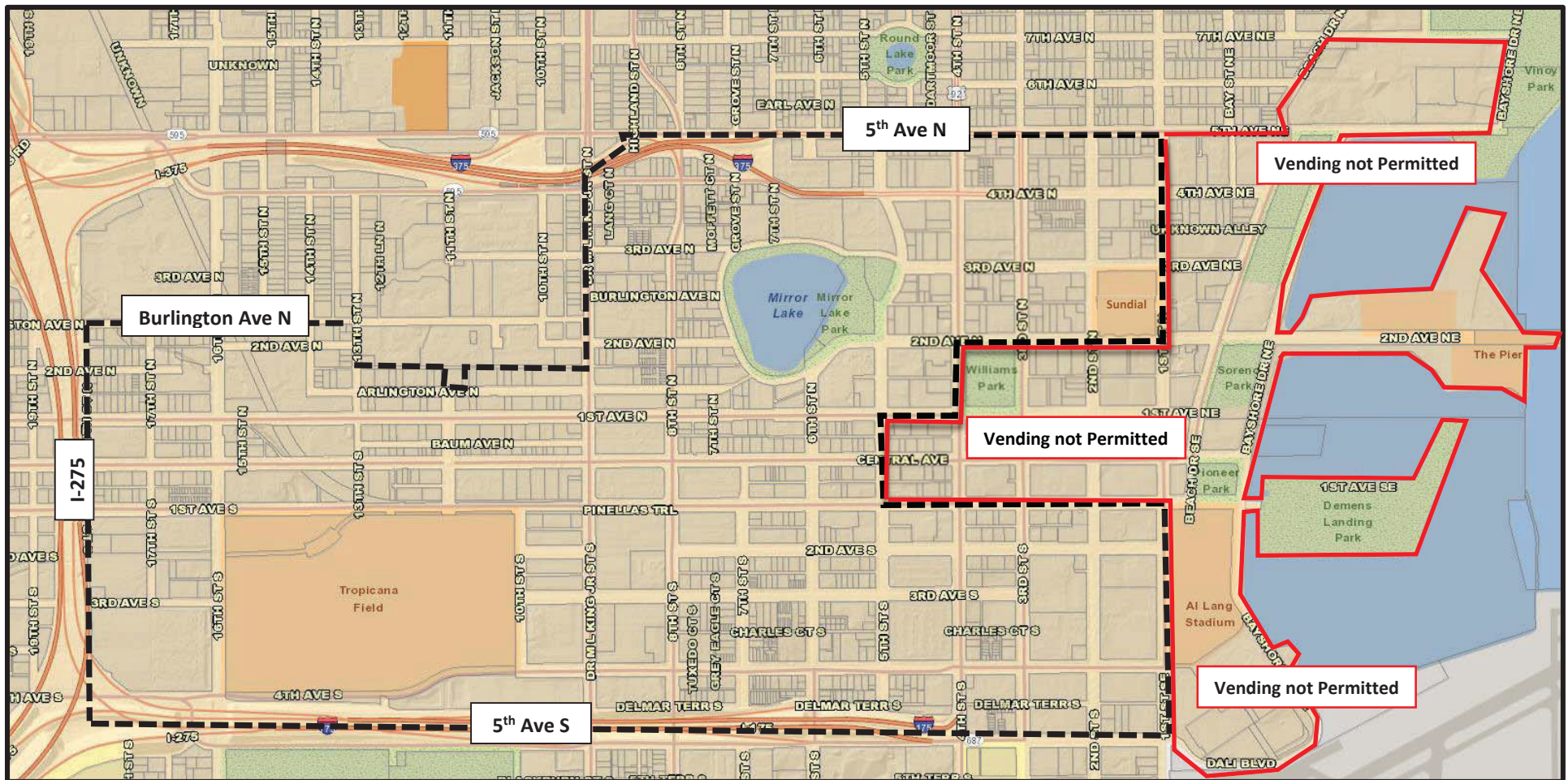
The Locations:

- Vending on private property may occur with the property owner’s consent on properties located within zoning districts allowing retail uses or restaurants and bars (CRT-2, CCT-1, CCT-2, CCS-1, CCS-2, CCS-3, RC-1, RC-2, RC-3, IC(I)).
- To check the zoning designation of a property, visit www.stpete.org/LDR.
- On private property mobile food trucks can operate a maximum of two days per calendar week. A food truck may operate 7 days a week at different locations, but one location may only host a food truck up to two days per week.
- In Downtown Center zoning districts mobile food truck vending in the street (right-of-way) is prohibited (see attached map for downtown location restrictions).
- Mobile vending is not allowed on city park land (except as part of an approved special event).
- Operation of a food truck is prohibited on vacant and undeveloped property, except when located in a CCT-2 zoning district.
- No more than two mobile food trucks shall operate on any property at any one time, except as may be allowed by a City issued permit (such as a Food Truck Rally permit).

Operation:

- When vending in the street (right-of-way) a Class I mobile food truck may stop, stand or park in any area of the right-of-way not provided for vehicular travel (e.g. parking spaces). Food trucks may not block travel lanes.
- Open flame cooking is prohibited.
- No tables, chairs or other furniture or equipment (other than the mobile food truck) shall be placed in the street (right of way).

Mobile Food Truck Vending in Downtown St. Petersburg



 Mobile Vending permitted on private property only (no vending in the streets)

 Mobile Vending not permitted in this area (on private property or in streets)

* This map applies to individual operators of Class I Mobile Kitchens. An approved Mobile Food Truck Permit is required prior to vending.

**Restrictions do not apply to an event approved by the City.

Policy considerations for Mobile Food Dispensing Vehicles (Food Trucks)



Existing Policies

1. Large scale civic events organized by the City or a non-profit such as Ormond MainStreet.
2. Large scale non-profit events.
3. Within the Interlocal Service Boundary Agreement (ISBA) area where properties are identified as host for itinerant vending along the North U.S. Highway 1 corridor.
4. Malted Beverage Producers located in the I-1 zoning district.

Permitting Requirements

- Host or special event permit required.
- Mobile Food Dispensing Vehicles requirements:
 - * Business tax receipt or registration.
 - * State license.
 - * City Fire inspection.
 - * Liquid Propane test (every 6 months).

Approved Mobile Food Dispensing Vehicles

- Miller Restaurants
- Sweets-n-Eats
- Southern State of Mind
- Philly Down South
- Stoked Poke
- Audreys Surfside Grill
- Sweet and Social



Mobile Food Dispensing Vehicles Policy Options

1. Allow the existing permitted uses only.
2. Separate out lunch trucks from Mobile Food Dispensing Vehicles and allow within the I-1 zoning district, construction sites and larger employment centers under certain conditions.
3. Expand to allow as part of special event permits.
4. Expand to allow on private property as an accessory use under certain conditions.

Location standards Recommendations

1. Existing policy: Special events on public property are allowed in association with a special event permit.
2. Existing policy: Large scale non-profit events.
3. Existing policy: Allowed in association with recognized host vendors in the ISBA.
4. Existing policy: Allowed in association with a Malted Beverage Producer use.
5. Prohibit on any public right-of-way.
6. Prohibit on any developed residential use, including single family, duplex or multi-family.
7. Prohibit on any vacant lot.

Location standards

Questions/Options

1. Should “lunch trucks” be allowed within the I-1 zoning district, construction sites and larger employment centers?
2. Should Mobile Food Dispensing Vehicles be expanded?
If yes, which option or combination of options:
 - A. Option 3 (special events); or
 - B. Option 4 (accessory use) be allowed?
3. Depending on the option selected, how often should Mobile Food Dispensing Vehicles be allowed?
4. Separate of large scale special events, should public parks be allowed to hold Mobile Food Dispensing Vehicles rallies and/or allow with sporting events?

Operational Standards Recommendations

1. Hours of operation: 8:00 am to 10:00 pm.
2. Define sales area: typically the area of a parking space is 180 to 200 square feet.
3. Storage and parking: Mobile Food Dispensing Vehicles not allowed overnight.
4. Trash disposal: required to be provided.
5. Host property must have no active code violations to allow Mobile Food Dispensing Vehicles.
6. Shall not block vehicular or pedestrian circulation for ingress or egress to the site.
7. Shall not park or otherwise impact existing landscaped areas.
8. No music shall be permitted with a Mobile Food Dispensing Vehicles on private property.
9. Signage: Allow an A-frame sign. No other flags, pennants, balloons or other signage is permitted, except on the Mobile Food Dispensing Vehicle.
10. No alcoholic beverages are allowed.
11. Setback: Establish a setback from the public right-of-way of at least 15 feet.

Operational Standards Questions/Options

1. Should a separation requirement to existing “brick and mortar” restaurants be required?
2. Depending on the option selected, should there be a limit on the number of food trucks on private property?

Enforcement provisions

Recommendations:

1. Host or special event property owners are responsible to ensure Mobile Food Dispensing Vehicles have their City and state licensing and inspections.
2. Any violations would be cited to the host or special event property owner.

Enforcement provisions

Question/Options:

1. Should violations of the Mobile Food Dispensing Vehicles result in prohibiting Mobile Food Dispensing Vehicles for a period of time? As part of any code enforcement action, host or special event property owners are provided an opportunity to correct a violation. Host or special event property owners would be prohibited from having food trucks for a period of time if there are repeated violations after an opportunity to come into compliance has been provided.

Mobile Food Dispensing Vehicles (Food Trucks)

Questions?

ATTACHMENT 2

Restaurant survey results
regarding food trucks

Food Truck Survey Results

Responses collected March 13, 2019 – April 02, 2019

Q1. Where do you think food trucks should be allowed to locate in the City of Ormond Beach? (Check all that apply)

Suggested Answers	# of Responses	Additional comments
On public property associated with special events (such as Riverfest, 4 th of July, or Celtic festival)	18	1. But not in Downtown Overlay District
On private property with permission of the property owner	7	
Industrial Complexes, construction sites and larger employment centers	12	
Should not allow food trucks at all	6	
Within the Inter-local Service Boundary Agreement area where properties are identified as a host for itinerant vending along the North U.S. Highway 1 corridor	7	
Downtown Overlay District (SR A1A to Orchard Avenue along Granada Boulevard)	0	
Public Parks	4	
Parking lots	1	
Vacant lots	1	
On public streets	1	
Residential neighborhoods	0	
Other	0	

Q2. Where do you think food trucks should NOT be allowed to locate in the City of Ormond Beach? (check all that apply)

Suggested Answers	# of Responses	Additional comments
On public property associated with special events (such as Riverfest, 4 th of July, or Celtic festival)	2	
On private property with permission of the property owner	11	
Industrial Complexes, construction sites and larger employment centers	7	
Should not allow food trucks at all	9	
Within the Inter-local Service Boundary Agreement area where properties are identified as a host for itinerant vending along the North U.S. Highway 1 corridor	6	
Downtown Overlay District (SR A1A to Orchard Avenue along Granada Boulevard)	14	
Public Parks	13	
Parking lots	18	
Vacant lots	18	
On public streets	19	
Residential neighborhoods	18	
Other	4	

Q3. Should there be a distance separation between permanent restaurants (brick and mortar) and where food trucks can operate?

Suggested Answers	# of Responses	Additional comments
Yes	20	5,000 feet from Ormond
No	2	

Q4. If answering yes to question number 3, what should the distance from the permanent restaurant be?

Suggested Answers	# of Responses	Additional comments
100'	0	
250'	3	
500'	2	
1,000'	7	1. Unless public event at City Library lot or Casements 2. Concern being food truck customers using restaurant parking lots to park while visiting food trucks
Other distance	7	1. In another city 2. 0' if applicable 3. No trucks 4. 5 miles 5. None allowed 6. They should not be in downtown area with other restaurants 7. 5 miles

Q5. How often should food trucks be allowed to operate on private property (not on public land associated with special events)?

Suggested Answers	# of Responses	Additional comments
Allow food trucks to operate as needed with no restrictions	2	
Allow food truck operations once per week per private property	3	
Allow food truck operations a certain number of times per year (for example 12 times per year)	9	1. With special event fee only on beach or North US HWY 1 corridor
Other	8	1. No food trucks allowed at all 2. No food trucks 3. None other than special events at Riverfest and Celtic 4. None 5. None allowed 6. Never 7. Not sure it should be allowed, how would you control 8. Only during special events within the ISBA

Q6. Does your restaurant operate or participate in the operation of a food truck?

Suggested Answers	# of Responses	Additional comments
Yes	0	
No	24	

Q7. For food trucks allowed in the City of Ormond Beach, other than public special events, what days and times do you think food trucks should be allowed to operate in the City of Ormond Beach? (Check all that apply)

Suggested Answers	# of Responses	Additional comments
During the weekdays	2	
During weekends	4	
Anytime during the day or night	3	
During the daytime only (8 a.m. to 5 p.m.)	7	
During the evening only (after 4 p.m.)	1	
Other	8	1. Not at all 2. 7 days a week after 4:00 p.m. 3. No food trucks 4. 10:00 p.m. – 1:00 a.m. 5. None 6. None allowed 7. Should not be able to operate 8. Depends on where they are parked 9. I don't think they should be allowed in downtown Ormond Beach

**Q8. Is there anything else you would like to share regarding your opinion of food trucks in the City of Ormond Beach?
(may use attached blank paper)**

As a restaurant owner in Ormond Beach we are having an extremely hard time on the beachside, especially since the hurricanes and the fact that too many restaurants are opening with less visitors coming. Lots of resorts have been closed and are still closed due to damage that also hasn't helped. This past few months, 2 restaurants have opened and so the pie gets cut once again. Even the beach parking (city owned) have concessions selling snacks and sandwiches. I feel Ormond Beach is still too small to even consider this idea.
Since we serve primarily pizza, it would be nice to offer other fare. Personally, I believe that food trucks should be able to partner with a restaurant as long as the food truck isn't offering a similar menu to a restaurant within 100'. I have had food trucks approach us before and would have liked to have them on our property. Grayson Lamb, G.M. Tomoka Brewery.
The breweries in town do not have food. I have no problem with food trucks setting up there.
Food truck should only be allowed on special events. We restaurants that pay rent and mortgages have a large investment. We don't need to compete with a truck that can pull up to your parking lot. No trucks.
Inviting problems in licensing and health regulations by allow "Gypsy" food operations into the City.
If allowed to operate on private or public event land should be charged additional fee per special event due to area impact. Consider not allow on "Mainstreet"/Granada without special event permit to maintain donation environment and parking for existing business.
I feel Ormond has adequate food operations and over saturation will hurt brick and motor locations. People that have invested in placing a restaurant here should benefit. Not temporary trucks.
Really? Why? Take money out of my mouth with less work and regs for them? Stop the madness. Find something better to do with your time. Wow!
To Whom It May Concern: I operate Rose Villa 362 days per year – We employ 30 people full and part-time. Due to the seasonal nature of the area, several of the months we operate are not profitable. We rely on the special events and the high tourist season to generate the profit needed to pay our employees, taxes, etc. thru the slower months. Allowing itinerant food vendors to cherry pick events and locations to the detriment of the local brick and mortar operators seems unfair to me. C.K. Roberts.
Not a bad idea (trendy) but needs to be handled in an organized fashion so its not the "wild west". Maybe should have a trail period (1 yr.) due to unintended consequences. Just consider the law of unintended consequences & how is oversight to be handled. Existing [brick and motor] businesses have spent a lot of money for land, building, beautification and other to be a model citizen and part of the community. Should be considerate of this and craft permitting to be fair!! Thank you for putting this form out to interested & invested concerns.
Food trucks and brick and motor restaurants do not mix.

To Whom It May Concern:

As a local mainstreet Ormond restaurant owner, my biggest concern with food trucks is the impact on business. My restaurant, Wild Rabbit Bistro, already shares street parking and a public lot with the Casements. Many of our customers currently walk 1 block or more to dine with us. Our locals “hunker down” during Bike Week and many other large local events (such as those at the Casements) impact our business. Ormond Art Walk already offers shuttle service for their new monthly event due to the known limited parking Ormond downtown mainstreet has. The thought of MORE parking congestion due to out-of-town food trucks is not something I welcome as the limited number of available downtown parking spaces is ALREADY a problem for local businesses.

Additionally, restaurant margins are already knowingly slim. I rely on the support of our locals and our snow-birds. Like other local Ormond businesses we pray it's a light hurricane season! Ormond Beach is NOT a “big city”; census reports Ormond Beach has a population of 42, 816 whereas Washington DC is 702, 455 or Miami 2,751,796 or even our “neighbor” of Orlando is 280,257 and Jacksonville is 892,062. These places with more than 5x (or more!) our population perhaps can sustain additional dining options taking downtown parking spaces and local business dollars. Ormond's population is a mere fraction of those of bigger places with “food truck parks” and the like. Our population eat only so many meals a day and a meal is a meal. I take offense to food trucks whose business purpose is to enter a community, take in a few thousand dollars in cash and disappear within a few hours. This is festival or special event kinda behavior – not how a COMMUNITY is built or sustains.

As a local restaurant owner, I'm invested. My lease is a set number of years. My landlord paid impact fees when my site was transformed from retail space to a restaurant. As owner of Wild Rabbit Bistro we write paychecks to 20+ LOCAL people every week, we pay our business taxes to Ormond Beach, we paid our permit fees each time to improve the building. In fact, I paid fees just a few months ago to add a walk-in-cooler to expand and put money in a local contractors pocket and electrician too to make it happen. We pay for garbage and trash to be picked up, I pay my water and sewer bills, I pay to get my propane filled by a local business, I even get salad greens from a local person! Food trucks don't contribute any of this revenue to the COMMUNITY, in fact they don't even bring their own dumpsters and don't offer restrooms...it is the public and local businesses that pick up the tab. Allowing food trucks in the mainstreet/downtown Ormond area is like asking me to subsidize someone else's business. I have a problem with that concept.

I am not against food trucks. I am fine with them on the beach in a regulated, organized fashion. I've lived in Volusia County more than 30 years. It's kinda nostalgic to get an ice cream from a truck on the beach. I am fine with food trucks as special event situations out on US1 or A1A when permitted by the city as part of the special event permit process. However, I am against them downtown/mainstreet Ormond as I see them being the antithesis of the mainstreet Ormond concept AND coupled with the fact Ormond doesn't have the large population or parking infrastructure in place to handle/support them.

Laura – Wild Rabbit Bistro

Mayor Partington, Council Members and City Staff,

I have been in business and a property owner, stake holder in Downtown Ormond Beach since 1981. I am fully invested in the health, wellbeing and future of Downtown Ormond Beach. This year I invested over 800 thousand dollars in additions and improvements to my property. My Business employs 80 to 90 people year round. Most of these employees live in Ormond Beach, pay taxes and spend money on goods and services in Ormond Beach.

My Business pays property taxes which help fund the city, also I pay the city for utilities such as water, sewer and garbage. We also pay endless Taxes and fees to the State and Federal agencies. Supporting the Citizens of the City, state and country.

Having a Downtown with successful BRICK and MORTAR Properties and Business is what I am all about.

I have worked for many years with the City officials as well as Ormond Mainstreet and We have been successful in the number and variety of Restaurants that are operating and the reinvestment in Properties in Downtown Ormond Beach.

I am very opposed to the city allowing mobile food trucks into the Downtown area. They will only harm the existing Restaurants and properties and provide no lasting benefit or investment to the City. They will negate the lifelong commitment and efforts of long-term property owners. Every Customer is invaluable to My BRICK and MORTAT Business success.

As a Restaurant owner, operator, property owner and investor, I would think twice about investing any further in a Downtown that allows Mobile Food trucks to roll in and set up anywhere near my Business.

James G. Hull Jr.

Hulls Seafood Restaurant and Market

111 West Granada Blvd.

ATTACHMENT 3

Information from food truck operator, seven myths and realities about food trucks

SEVEN MYTHS AND REALITIES ABOUT FOOD TRUCKS:

WHY THE FACTS SUPPORT FOOD-TRUCK FREEDOM

By Bert Gall and Lancée Kurcab¹

Food trucks continue to grow in popularity throughout the country. But as the Institute for Justice detailed in a recent report, some cities have responded by enacting and enforcing laws that do not advance public health and safety, and serve no other purpose than to “protect” restaurants from competition from food trucks.² Arguing in favor of these laws—such as those that bar food trucks from operating in popular commercial areas or that prohibit food trucks from parking within several hundred feet of any restaurant—their proponents rely upon several myths.

Below, we list the seven most prevalent of these myths and, using facts and real-world examples, debunk them.

MYTH #1: The presence of food trucks is harmful to a city’s restaurant industry.

REALITY: The presence of food trucks does not hurt a city’s restaurant industry, but instead helps it.

Claims that food trucks spell doom for local restaurants are not only unsupported,³ but are also contradicted by the experiences of Los Angeles and Austin, which have enthusiastically welcomed mobile-food entrepreneurs. For example, the continued growth of the food-truck industry in Los Angeles—the birthplace of the modern food truck—in no way diminished L.A.’s vibrant restaurant scene. In fact, customers in a recent *Zagat* survey reported that they think the restaurant scene has continued to improve.⁴ In Austin, local restaurateurs and economists generally agree that the city’s robust mobile-food scene has boosted the restaurant industry as a whole.⁵ Citing Los Angeles and Austin as positive examples, a group of restaurateurs in Pittsburgh have joined together to ask their city to get rid of restrictive regulations that have stifled the growth of the food-truck industry there because they have recognized that the “cities with the most vibrant food-truck scenes also have booming restaurant industries.”⁶

Indeed, food trucks all over the country are helping to bolster the local restaurant industry in (at least) three specific ways:

1. *Food trucks’ presence increases the number of customers available to restaurants.*

Austin’s food trucks and food trailers are a rising tide lifting all boats in the local restaurant industry; one way they have done so is by attracting more people—both new residents and tourists—into the city.⁷ In Houston, restaurants have experienced increased business generated by food trucks parking nearby and drawing more people to the restaurants’ neighborhoods. It is for this reason that restaurant owners have asked the Houston City Council to ease existing laws that make it difficult for food trucks to operate.⁸ And in Las Vegas, George Harris, the owner of Mundo, an award-winning upscale restaurant in Las

Vegas, has observed that food trucks help his business by bringing new customers to the neighborhood.⁹

Furthermore, historical evidence suggests that banning food trucks from an area in which they currently operate will harm nearby restaurants by decreasing the number of potential customers. For example, when street vendors were banned from New York's Lower East Side and Chicago's Maxwell Street Market, brick-and-mortar businesses complained that they suffered lower revenues as a result.¹⁰

Simply put, food trucks draw people out of their offices and homes and into the community, opening their eyes to *all* of the meal options their neighborhood has to offer.

2. ***Food trucks provide restaurants with a great way to market and expand their business.*** All over the country, restaurant owners are launching their own food trucks. For example, the owners of Curried, an Indian restaurant in Chicago, started a food truck with the same name in order to better market the restaurant. Mission accomplished: "We've definitely seen an increase in business at the restaurant," says Scott Gregerson, Curried's managing partner.¹¹ Jose Hernandez, general manager at POPS Cheesestakes in Las Vegas, says that the business at the restaurant's physical location has been boosted by the restaurant's food truck: "The truck has been great advertising."¹² Brian Pekarcik and Rick Stern, co-owners of Spoon and BRGR restaurants in Pittsburgh, just launched a BRGR truck for the same reason. "As brand recognition, it's a great advertising piece," they explained. "And we expect that it will drive customers to our restaurants."¹³ Similarly, Paul Lee, owner of The Winchester restaurant in Grand Rapids, Mich., explained that he opened the What the Truck food truck to serve "as an extension of [T]he Winchester. It allows for us to reach a greater audience and provide something unique to the city."¹⁴
3. ***Food trucks often serve as incubators for new restaurants.*** Several restaurants got their start as food trucks: Many chefs with a great concept, but without enough capital to start their own restaurant, launched food trucks to bring their cuisine to customers. Finding success in the food-truck arena, these chefs then accumulated enough capital to launch their own restaurants. For example, the New York Food Truck Association has 42 members, and 40 percent of them—including Mexican, Souvlaki GR and Schnitzel & Things—now also have brick-and-mortar establishments.¹⁵

These entrepreneurs are not an anomaly. Hundreds of other food-truck owners, including those profiled on the next page, have also opened new restaurants. Without the availability of the food-truck business model, these chefs might not have been able to open their restaurants.

In sum, food trucks provide a boost to a city's restaurant industry.

Examples of Food-Truck Entrepreneurs Opening Brick-and-Mortar Establishments

Austin: In 2006, Michael Rypka opened a small food trailer on South First Street in Austin called Torchy's Tacos. The trailer became so successful that he was able to expand: Torchy's Tacos now has eleven brick-and-mortar restaurants, not just in Austin, but also Dallas and Houston. Michael now employs about 450 people.¹⁶

Boston: Ayr Muir graduated from MIT, earned his MBA from Harvard and began his career working at McKinsey & Company. But in 2008, he left the corporate world to follow his dream of becoming an entrepreneur and launched Clover Lab Food Truck. His locally sourced vegetarian fare has been such a huge hit with customers that Ayr has now been able to launch a total of six trucks and two restaurants in the Boston area.¹⁷ He now employs over 140 people.¹⁸

Chicago: In 1963, Dick Portillo opened a six-by-12-foot hot dog trailer on North Avenue in Villa Park. Years later, Portillo's is a national brand—indeed, a brand that is nearly synonymous with the iconic Chicago hot dog—with 47 locations in Illinois, Indiana and California. Portillo Restaurant Group is now the largest privately owned restaurant company in the Midwest, with over 4,000 employees.¹⁹

Cleveland: Chris Hodgson was inspired to bring affordable gourmet food to Cleveland when he visited taco trucks in New York City. His first food truck, Dim and Den Sum, was so successful that he launched a second truck—Hodge Podge—which received nationwide fame when it finished second in the Food Network's hit show, *The Great Food Truck Race*. Chris partnered with a restaurateur to open Hodges restaurant in downtown Cleveland, and it now employs about 50 people.²⁰

Seattle: In 2007, Chef Josh Henderson started serving classic American food, but with a gourmet twist, out of an Airstream trailer called Skillet. Skillet quickly became popular, in large part because of the delicious bacon jam in its gourmet burgers. In 2011, Josh opened up the Skillet Diner in the Capitol Hill neighborhood, and his business now includes catering and selling its bacon jam through retailers all over the country. He now employs almost 100 people.²¹

Washington, D.C.: Mike Lenard brought Korean fusion-style tacos to the nation's capital in August 2010 when he opened Takorean using a remodeled 1985 Ford step-van. Mike has now opened a permanent location at D.C.'s Union Market, serving up the same menu that made his truck so successful. Takorean was honored to be named one of Washingtonian Magazine's best food trucks in summer 2012, and the magazine recently billed the new Union Market location as one of 11 new restaurants its readers should visit.²² Mike currently employs nine people, and has imminent plans to hire five more employees if his sales continue their upward trend.²³

MYTH #2: Trucks have an “unfair” advantage over restaurants because of their mobility.

REALITY: It is true that food trucks’ mobility allows them to serve customers in different parts of a city, but any advantage that this provides is offset by the many disadvantages of being a mobile operation.

These disadvantages include:

- Food trucks do not have a fixed location, which is a source of business goodwill and stability for restaurants.²⁴ After all, it is easier to build a customer base when the customer can always be sure where the business is located. But food trucks have no guarantee that they will be able to find a parking location that is both available and convenient for their customers.²⁵
- Food trucks—unlike restaurants, which can offer climate-controlled dining rooms to their customers—are completely at the mercy of the weather. If it is raining, snowing or extremely hot, people will be far less inclined to stand in line at a food truck. Instead, they will go to a place where they can eat inside.²⁶ Many trucks even take a hiatus during the winter because of the weather.²⁷ Ice and snow present dangerous conditions, and spending hours each day in freezing temperatures can significantly affect their most valuable asset—their truck.²⁸
- Food trucks cannot offer seating and table service for their customers.
- Food trucks have extremely small kitchens that can hold far less inventory than restaurant kitchens; this means that food trucks can sell less food and must have a smaller menu. Additionally, preparing food in a small, cramped food-truck kitchen is more difficult than preparing food in a larger restaurant kitchen.²⁹
- Food trucks cannot serve as many customers during the day as can an average restaurant. For example, once a food truck finds a parking space, it can take 30 minutes for set-up, and a similar amount of time to clean and pack up after the meal service is over.³⁰ This means that a truck that parks in a space with a two-hour parking limit only has around an hour to serve customers. That’s less than half the time that a restaurant can generally allot to lunch service, and less than a quarter of the time that a restaurant can generally allot to dinner service.³¹
- Food trucks, unlike restaurants, can, and often do, break down. Until repairs are made, the truck cannot serve customers, employees miss out on their shifts and the food in the commissary refrigerator may spoil.³²
- A liquor license is a big moneymaker for restaurants,³³ but food trucks are usually unable to obtain that license under local and state laws because they do not meet the requirement of having a fixed location.³⁴

In a free-market system, there really are no “unfair” advantages between business models because all are free to be used by anyone. Even if a food truck’s mobility could create an “unfair” advantage over restaurants, the many disadvantages described above swamp that one small advantage.

MYTH #3: Trucks have an “unfair” advantage over restaurants because they are not subject to the same set of costs.

REALITY: Restaurants generally do have higher costs than food trucks (e.g., buying or leasing restaurant space), but their return for paying all of those costs is getting the benefit of a fixed location and thus avoiding the many disadvantages that food trucks have.

Furthermore, food trucks are in fact subject to many of the same costs that restaurants face. For example, food-truck owners must purchase liability insurance and pay license and permit fees.³⁵ Like other small business owners, truck owners must pay sales taxes, income taxes and payroll taxes.³⁶ They must spend money to pay and train new employees, to purchase inventory and to market their business.³⁷ Restaurants must either pay property taxes or rent, and the same is true for food trucks: Most cities require that food trucks associate with a commissary in which they can park and clean their truck, store their inventory and partially prepare their food.³⁸ This means that food-truck owners must (in addition to paying taxes on their vehicle) either pay property taxes or rent on the commissary space.

There are other costs that food trucks have to pay that restaurants do not. For example, food-truck owners must spend money to purchase their trucks. A brand-new truck can cost anywhere from \$75,000 to \$300,000; a used truck can cost between \$15,000 and \$99,000.³⁹ Owners must spend additional funds to outfit their trucks and maintain them. Truck owners must also pay for the costs of fuel (between \$250 and \$500 a month),⁴⁰ propane, parking, rental fees or building costs for a commissary or commercial kitchen,⁴¹ as well as fees required to park in food-truck lots and to participate in festivals and other community events.⁴² Finally, trucks that operate within more than one jurisdiction must pay for permits and fees within each of those jurisdictions.⁴³

In short, food trucks forgo the higher costs of operating a restaurant by forgoing all of the advantages that owning a restaurant provides. Food trucks are nonetheless subject to a whole host of costs, some of which restaurants do not have to pay.

MYTH #4: Food trucks have an “unfair” advantage over restaurants because operating a food truck is easy.

REALITY: Just like running a restaurant, running a food truck is extremely hard work.

Ignoring all of the disadvantages and costs of the food-truck business model, many people still believe that, in the real world, running a food truck—unlike running a restaurant—is an easy way to make a lot of money. Try telling that to Miley Holmes, who runs the Easy Slider food truck in Dallas.

She explains that “[t]he biggest misconception about this business is that it’s a way to get rich quick. Margins are tight, space is limited, and the market is unpredictable. So the reality is that you are never going to make a fortune from running a food truck.” Holmes describes workdays that begin at 9 a.m. and stretch to 3 a.m.: “People forget that we’ve been prepping for hours before our doors open,” Holmes said, “and we spend hours cleaning after we’re closed. And we do it all two or three times a day, sometimes 14 or 15 days in a row!” Furthermore, “[t]here is no such thing as time off, just time off the truck. We’re constantly emailing, making phone calls or sourcing product.”⁴⁴

Holmes’ 18-hour workdays are not atypical. Even for operators who do a single meal service per day, the typical workday can range between 17 to 20 hours.⁴⁵ And make no mistake, the work is hard. Indeed, many people who experience running both restaurants and food trucks believe that running the latter is at least as difficult—or more difficult—than running the former:

- Celebrity Chef Ludo Lefevre has been a successful chef at some of Los Angeles’ best restaurants and in 2010 he opened his critically acclaimed LudoTruck, which serves “impossibly juicy... fried chicken [that] is pretty close to the godhead,” according to one famous critic.⁴⁶ Ludo is undoubtedly well-positioned to compare the difficulty of running a restaurant with that of running a food truck. As he points out, much of the work is the same: “People don’t realize [that a food truck] is like a restaurant. You need to rent a commissary kitchen, hire a staff, and prep the staff. It’s the same headache of a restaurant. It’s not easy.” And he notes at least one way in which running a food truck is more difficult: “At the restaurant, you have a big walk-in; you can always go and get some more vegetables.” But with a food truck, “Sometimes our commissary kitchen is far away, and sometimes we’re going to run out of food. There’s nothing we can do.”⁴⁷
- Luke Holden started his Luke’s Lobsters restaurant in New York City in 2009, and he opened three more brick-and-mortar locations before launching his food truck, Mobile Nauti, which topped Zagat’s ratings of New York’s food trucks for two consecutive years. For Holden, it’s clear that his food truck is “more difficult to manage” than his restaurants. He says that his truck “has been more of an outreach tool than a cash-flow tool. There are a lot of inherent struggles that come with operating a truck. You can’t determine what the weather will do or parking issues. It’s a difficult business to build stability in, and if you can’t build stability in, it’s harder to staff.”⁴⁸
- David Schillace owns New York’s Mexicue restaurant, with two brick-and-mortar locations and a food truck. Based on his experience, “Hands down, bricks-and-mortar is easier.” He explains, “Running three or four trucks, then working sixteen hours a day, is a nightmare. And it’s still not going to make you rich.” He notes that finances are a lot less predictable and stable with food trucks because people tend to order more food at a restaurant than at a food truck.⁴⁹

In sum, running a food truck is hardly an easy job. Indeed, given all of the difficulties encountered by food-truck owners, it isn’t surprising that many of them want to transition from the food-truck business model to the more stable restaurant business model, where issues such as the weather and inventory limitations are no longer constant obstacles.⁵⁰

MYTH #5: Food trucks are unsanitary “roach coaches.”

REALITY: According to the available evidence, food trucks are generally just as clean and sanitary as restaurants.

Just like restaurants, food trucks are subjected to health inspections on a regular basis. It is often the case that food-truck operators are inspected more frequently than their brick-and-mortar counterparts.⁵¹ Indeed, for a forthcoming report, the Institute for Justice reviewed health department sanitation grades in Los Angeles from May 2009 through May 2012 and found that, on average, the food trucks in that city are just as clean and sanitary as restaurants.

MYTH #6: Food trucks cause harmful sidewalk congestion.

REALITY: No evidence supports the assertion that food trucks cause harmful sidewalk congestion.

Although critics of food trucks complain that they cause harmful sidewalk congestion, there is no evidence to support that claim. To test it, the Institute for Justice collected original data in Washington, D.C. Researchers measured foot traffic and congestion in locations where food trucks were present on several different days, in different locations, and during the busy hours surrounding lunch. They found that the presence of a food truck did not drastically increase foot traffic on the sidewalk. In fact, the average time it took a pedestrian to travel the block varied by only one second when a food truck was added.⁵²

Furthermore, the researchers documented a phenomenon that is common to anyone who has seen a food truck in action: Customers spontaneously form a single-file line alongside the edge of a sidewalk so that other pedestrians have plenty of room to pass by. Because it is in the interest of the food trucks to maintain positive relationships with neighboring businesses and the community, food-truck owners and operators encourage their customers to keep their lines orderly. The Food Truck Association of Metropolitan Washington has formalized this practice by adopting a code of conduct in which they have pledged to “mak[e] regular announcements reminding customers in line to keep the sidewalk and any building entrances clear so as not to impede public access.”⁵³ And, of course, cities can pass a law, like Los Angeles has done, that instructs food trucks not to operate in a manner “which will interfere with or obstruct the free passage of pedestrians or vehicles along any such street, sidewalk or parkway.”⁵⁴

MYTH #7: Food trucks create a special trash problem because their customers are especially prone to littering.

REALITY: Food-truck customers are not especially prone to littering, and food-truck operators act responsibly to ensure that trash is properly disposed.

Food trucks' customers—just like the customers of fast-food restaurants and people who eat their packed lunch outdoors—have the potential to generate litter after consuming their food, but there is no evidence that food-truck customers are more likely to litter.⁵⁵ Food trucks are generally required by municipal laws to carry a trash receptacle for their customers' use or to pick up any litter near the truck.⁵⁶ Moreover, food-truck operators often go beyond the requirements of the law to ensure that they leave the areas in which they operate cleaner than how they found them.⁵⁷

Conclusion

Food trucks do not have an “unfair” advantage over restaurants. The restaurant business model is more favorable than the food-truck business model in several ways, and food trucks actually help the local restaurant industry. There is no basis for the argument that restaurants need government intervention to “protect” them from food trucks. (And, as several federal courts have recognized, regulation for the sake of mere economic protectionism is constitutionally impermissible.⁵⁸) Nor is there any basis for the notions that food trucks pose some special threat to public health and safety.

Instead of creating public policy based on these myths, elected officials should allow food trucks to operate freely within their cities, subject only to reasonable health and safety regulations. Doing so is good for the local entrepreneurs, the local economy and the local community.

For guidance in creating a good legal framework for food trucks, see the Institute for Justice's most recent legislative report, *Food Truck Freedom: How to Build Better Food Truck Laws in Your City*.

For more on the benefits provided by food trucks and other street vendors, check out the Institute's 2011 report, *Streets of Dreams: How Cities Can Create Economic Opportunity by Knocking Down Protectionist Barriers to Street Vending*.

Both of these reports are available at www.ij.org/vending.

Endnotes

¹ Bert Gall is a senior attorney at the Institute for Justice. He directs IJ's National Street Vending Initiative, a nationwide effort to vindicate the right of street vendors to earn an honest living by fighting unconstitutional vending restrictions in courts of law and court of public opinion. Lancée Kurcab serves as the Institute for Justice's outreach coordinator. Through her outreach efforts and grassroots organizing, she helps entrepreneurs fight for their right to earn an honest living free from protectionist regulation.

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- ¹⁹ History: From Modest Beginnings To The Midwest's Largest Privately Owned Restaurant Group. *The Portillo Restaurant Group*, Retrieved October 29, 2012 from <http://www.portillos.com/history/>.
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- ²² Spiegel, A. (2012, October 10). 22 New (or Newly Improved) Places to Eat and Drink This Fall. *Washingtonian Magazine*, Retrieved October 29, 2012 from <https://www.washingtonian.com/blogs/bestbites/food-restaurant-news/22-new-or-newly-improved-places-to-eat-and-drink-this-fall.php>; Washingtonian Staff. (2012, July 5). Best of Washington 2012: Best Meals on Wheels. *Washingtonian Magazine*, Retrieved October 29, 2012 from <http://www.washingtonian.com/articles/best-of/best-of-washington-2012-best-meals-on-wheels/index.php>.
- ²³ Interview with Mike Lenard, owner of Torchy's Tacos, November 5, 2012.
- ²⁴ Courtis, J. (1983). Business Goodwill: Conceptual Clarification Via Accounting, Legal and Etymological Perspectives. *The Accounting Historians Journal*, 10(2), 1–38. This article reviews what attributes lead to business goodwill; location is prominent among those attributes.
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- ²⁸ Myrick, R. (2011, December 15). Winter Food Truck Safety Tips. *Mobile-Cuisine.com*, Retrieved October 26, 2012 from <http://mobile-cuisine.com/under-the-hood/winter-food-truck-safety-tips/>; Myrick, R. (2012). Running a Food Truck for Dummies. P. 216.

²⁹ Trattner, D. (2011, September 28). Along for the Ride. *Cleveland Scene Magazine*, Retrieved October 26, 2012 from <http://www.clevescene.com/cleveland/along-for-the-ride/Content?oid=2737264>.

³⁰ Gall, B. and Frommer, R. (November 2012). Food Truck Freedom: How to Build Better Food Truck Laws in Your City. P. 18, from www.ij.org/vending.

³¹ Fine, G. (1990). Organizational time: Temporal Demands and the Experience of Work in Restaurant Kitchens. *Social Forces*, 69(1), 98-99. The author notes that general lunch and dinner hours are between 11 a.m.–2:30 p.m. for lunch, and 5 p.m.–12 a.m. for dinner.

³² Weber, D. (2012). The Food Truck Handbook: Start, Grow, and Succeed in the Mobile Food Business. P. 14; Clark, 2012.

³³ O'Toole, M. (2010, September 20). Path to Liquor License Often Bumpy. *New York Times*, Retrieved October 26, 2012 from <http://eastvillage.thelocal.nytimes.com/2010/09/30/path-to-liquor-license-often-bumpy/>.

³⁴ Food trucks cannot obtain liquor licenses in most jurisdictions, and the handful of jurisdictions in which trucks can obtain a liquor license have only granted them to trucks or carts that operate in a single location and are able to provide a defined outdoor dining area. See, e.g., Collins, G. (2011, June 9). What's Always Been Missing in Food Trucks: Alcohol. *The New York Times*, Retrieved October 31, 2012 from <http://dinersjournal.blogs.nytimes.com/2011/06/09/what-youve-always-wanted-in-a-food-truck-booze/>; Rayle, S. (2012, April 23). Cartlandia—Portland's food carts gain a year-round liquor license. *Examiner*, Retrieved October 31, 2012 from <http://www.examiner.com/article/cartlandia-portland-s-food-carts-gain-a-year-round-liquor-license>.

³⁵ Gall and Frommer, 2012.

³⁶ A helpful collection of links to state government websites detailing the tax obligations of small businesses can be found on the website of the U.S. Small business administration at <http://www.sba.gov/content/learn-about-your-state-and-local-tax-obligations>. Information on the federal tax obligations of employers can be found in the IRS Employer's Tax Guide at <http://www.irs.gov/uac/Publication-15-%28Circular-E%29,-Employer%27s-Tax-Guide>.

³⁷ Myrick, 2012.

³⁸ Gall and Frommer, 2012, p. 26.

³⁹ Myrick, 2012, p. 32–33.

⁴⁰ Myrick, 2012, p. 217.

⁴¹ Weber, 2012, p. 100.

⁴² According to Matthew Geller, CEO of the Southern California Mobile Food Vendor's Association, "Most events charge 10% which drastically eats into [food trucks'] margins. Lots can cost \$25 to \$200 just for the privilege of serving hungry customers." Interview with Matthew Geller, November 8, 2012.

⁴³ According to Matthew Geller, CEO of the Southern California Mobile Food Vendor's Association, "Many food trucks have multiple business licenses and health permits. In cities like Los Angeles, many of the trucks must obtain multiple city permits in order to serve the demand around Los Angeles County. Most trucks in the area have eight business licenses with an average cost of \$250. Many trucks also serve multiple counties. Each county

ATTACHMENT 4

Planning Board and City Commission minutes

D. LDC 2018-096, LDC Amendment - Malted Beverage Producer, Mobile Food Dispensing Vehicles

Mr. Steven Spraker, stated that this is a request for a Land Development Code amendment. Within our Land Development Code, the malted-beverage producer was created by the applicant, and basically, it's a use within the I-1 zoning district. So what they're proposing to do is to take and amend that use, only for the malted-beverage producer, to allow the food trucks. They have added some conditions. For example, it has to be in the I-1 zoning, it can't be on an arterial collector roadway, it has to be internal to the site, and basically, they can't use public parking. So the food trucks would only be for the malted-beverage producer. Right now, this use is the only malted-beverage producer within the city. Mr. Spraker can't say that there will never be another one, but it would have to be in the I-1 zoning district and it would have to meet all those other criteria. Staff is recommending approval. If there are any questions, Staff is available for answers, and the applicant is here.

Mr. Heaster asked if someone has an event and they have food trucks, is that allowed. Mr. Spraker stated if it is a city or civic sponsored event, they're allowed. Otherwise, they're not allowed within the city. Mr. Heaster then stated that if an existing business wants to have a food truck for a special event they are having, that it is not allowed. Mr. Spraker stated that was correct. Mr. Heaster asked if there is a limit to the number of food trucks allowed. Mr. Spraker stated not in the proposed ordinance.

Mr. Briley asked if there were any restrictions on times. Can they be there all the time? Mr. Spraker stated that was correct.

Mr. Galloway stated that if he wants a food truck to come to his place of business to feed his employees, he is violating the food truck code. Mr. Spraker stated that there is no language in the Land Development Code that allows food trucks. This would be the first.

Chairman Thomas stated that he has had food trucks come into his place of business for years and hawk their food. Mr. Spraker stated that if no one is calling code enforcement, they're not coming out and they're not looking for violations. So he hears what Chairman Thomas is saying, but there is no food truck regulation within our Land Development Code.

Ms. Shull asked if there were any restrictions on the number of trucks or time. Mr. Spraker stated not under the proposal. Ms. Shull asked if they could stay there 24 hours a day. Mr. Spraker stated that unless the Planning Board and City Commission wanted to make those amendments, there's none in the proposed amendment.

Mr. Heaster stated that if there's never been an issue, why did it come up that Mr. Robinson is requesting it. Mr. Spraker stated because he's not allowed to have it. The Land Development Code doesn't allow it. They desire to have food trucks as part of their business, part of their malted-beverage producer. So that is why they are amending the Land Development Code to allow it. And it's specifically for the malted-beverage producer.

Mr. Galloway stated that for 30 years, when that sandwich truck pulled up at the construction site, now it's illegal to do that? And for 30 years, it's been illegal? Why are we addressing this now? Mr. Spraker stated that this business is not allowed to

have food trucks. And they desire to have food trucks. If there's a desire by the Planning Board to have a larger discussion on food trucks, we can certainly do that. But the application before the board tonight is solely under the malted-beverage producer. And if you want to add conditions, such as the number of food trucks or the hours of operation, you can.

Mr. Rob Merrell stated that this is a positive thing. It's happening all over the country. And we are at the trailing edge of this thing. It's happening all over the state. There's a lot of it in Volusia County, just not in Ormond yet. It's very controlled. He has put safeguards in there. This is a very narrowly tailored piece of legislation that you're looking at. If you want to blow it wide open and have a big workshop or something, that's fine. But in this case, kind of like the music, it's tucked in a corner, it's in a perfect place. It's perfect for people who are coming there to have the taproom and drink the beer. We want them to have a little something to eat.

Mr. Galloway stated that he thinks it is ridiculous that we have to go to code like this. We are making it so hard for the small businessman to be an entrepreneur that he thinks it is ridiculous that we have to set an example for a place where a food truck can come in and park on somebody's private property. And so we're setting precedent here that now everybody's going to want to have a food truck exemption and it should be allowed, just by code, it should be allowed.

Ms. Tolland stated that she thinks we should be more welcoming and appreciative that they're trying to do something fun and positive. Austin, Texas - Richmond, Virginia - every town that's a small town that is trying to reinvent and keep the small town feel and bring the Millennials back in, are doing food trucks. Do we need to have a discussion in the future if we have a million food trucks going down Granada? Then, yes. But at this point, she thinks it is an awesome idea.

Chairman Thomas stated that he has a home in Pennsylvania and as he travels back and forth, he travels through a lot of small towns. And each one of them has their own special appeal. Quite often we talk about other communities and how they have stuff that we don't think is appropriate. But every town is different, every group is different, and it's nice to go and see some of this Americana. Chairman Thomas has a lot of friends and relatives that have been at the Ormond Brewery and he thinks it is great. How bad can a food truck be? Now, if you've got them on every corner, I guess you have a problem, but this is in an industrial place. So he doesn't see any problem with this at all.

Mr. Galloway stated that it is like some communities opposing Uber because the taxicab companies don't want Uber to come in and to him, it is just because times have changed, and food trucks should be allowed, period. His concern is, are we setting precedent now, if anybody wants to have a food truck that they are going to have to come to the board now and ask for this special exception.

Mr. Jorczak stated that he thinks it is a larger issue with respect to what staff wants to look at in terms of our Land Development Code, but he commends this businessman because he's doing something that is enhancing his basic business he started, he's now putting the other pieces in place to help grow his business, and he's to be commended for the effort that he's taken in developing his business in the

community. And so he supports what Mr. Robinson is doing and Mr. Jorczak hopes he is very successful at it. He doesn't see any downside.

Ms. Tolland made a motion to approve LDC 2018-096, LDC Amendment - Malted Beverage Producer, Mobile Food Dispensing Vehicles. Ms. Shull seconded the motion. Vote was called, and the motion was approved (7-0).

VIII. OTHER BUSINESS

Chairman Thomas asked if anybody wants to look at the food truck ordinance, or lack of an ordinance. Mr. Spraker stated that Staff anticipated this reaction from the board, and they have already had discussion about it. Staff's preference is to get the new commission in place, get some policy direction, and then bring it back and work it through the Planning Board. So it would probably be early January or February. Staff will group it with a couple other issues that they are aware of in our code.

Mr. Galloway stated that he knows of three cities where food trucks have brought inner-city development. They have vacant lots, and every Thursday the food trucks come and set up and, if anything, it's brought more people back to the area.

Chairman Thomas stated that he doesn't think a food truck is going to hurt anything, the restaurants downtown, or anything like that. We're talking about a food truck that's going to go to a place of business where they are manufacturing something, where your workers just don't hop out and go have a two-hour lunch. These are the guys that are going to grab something, eat it, and get back to work.

IX. MEMBER COMMENTS

Ms. Tolland stated that it is really an exciting time to be on the Planning Board this year. And she just wants to thank Mr. Spraker for all his hard work and his staff. And as soon as Mr. Spraker came on board, all heck broke loose. So keep persevering. You're doing a great job.

Mr. Briley stated that it was awesome news about Lucky's coming to the old Food Lion. And he understands too, that Publix in The Trails is going to be torn down as well as the old CVS and they will rebuild a state-of-the-art Publix there.

Chairman Thomas asked about PDQ not coming to Ormond Beach now, and wondered if it was because Zaxby's started construction. Mr. Spraker stated that he thinks that is part of it. With three chicken places within a half mile, he thinks that the demographics may not have worked.

Mr. Heaster stated that he doesn't understand why the developer didn't just go ahead and get the Type C for the land. Mr. Spraker stated that they are going to tie it to a site plan and they are going to tie it to a use. So they are not just generally going to give a special exception for a restaurant-type setting and then change the user or change the design. So a special exception is tied to a parcel. If they change the site plan, they would require a new special exception.

Mr. G.G. Galloway, Planning Board, thought the city should consider taxing medical and recreational marijuana; whereby, Commissioner Kent disagreed and felt they should only tax recreational once it was legal. Mr. Galloway stated he could agree with that.

IV. MOBILE FOOD DISPENSING VEHICLES (FOOD TRUCKS)

Mr. Spraker reviewed the existing policies and permitting requirements for food trucks in the City of Ormond Beach. He listed a few of the food trucks that were already approved, and indicated there were no Land Development Code (LDC) regulations. He listed a few options: continue to allow food trucks under the current rules, but incorporate them into the LDC; allow "lunch trucks" in the I-1 zoning district, construction sites, and larger employment centers; and allow food trucks on private property, either as part of a special event permit or as an accessory use.

Mayor Partington noted they were short on time, but would not rush the discussion and would continue it to a later date, if needed.

Commissioner Selby thought they should address food carts, with that he was in favor of updating the policies involved and reference the City of Orlando's policy included in the packet. He wanted food trucks, and to solicit feedback from brick and mortar restaurants about food trucks and if those food trucks affected business.

Commissioner Littleton was very concerned about perimeters around brick and mortar restaurants. He was in favor of keeping the food trucks out of the B-4 zoning district but everywhere he is supportive of food trucks. He was comfortable including special exceptions in the rules, if a brick and mortar restaurant wanted to include a food truck as part of their business.

Commissioner Persis stated she was in favor of expanding the food truck regulations and also referenced the Orlando o. Various Planning Board members offered support of food trucks with expansion. Most individuals thought food trucks were popular in areas across the country, and the city needed to join them by allowing more flexibility. A few individuals noted approval of the Orlando ordinance included in the agenda packet.

Commissioner Kent was concerned about the rules that brick and mortar restaurants had to follow in order to become established, and stated he would prefer to evaluate each food truck situation on a case-by-case basis. He noted he approved food trucks at the Ormond Brewing Company, due to the lack of brick and mortar restaurants in that area.

Ms. Joyce Shanahan, City Manager, noted staff would take the feedback, develop policies, and bring the updates to a workshop in two or three months.

V. ADJOURNMENT

The meeting was adjourned at 6:53 p.m.

Transcribed by: Wendy Nichols

03.05.2019 City Commission meeting

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes No
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #8 – Reports, Suggestions Requests

Upcoming Meetings

Ms. Joyce Shanahan, City Manager, stated the next regular meeting would be on Thursday, March 21, 2019, at 7:00 p.m. She wanted to schedule a workshop to discuss the MacDonald House and suggested Tuesday, April 16, 2019, at 6:00 p.m.; whereby, Mayor Partington and all Commissioners confirmed they could attend that day.

Ms. Shanahan noted a prior discussion on food trucks, and wanted to continue the discussion at a Food Truck Workshop on Tuesday, May 21, 2019, at 5:30 p.m. She confirmed with Planning Director Steven Spraker the workshop would be joint with the Planning Board. She stated the Commission asked staff to come back with additional information and did not think a conclusion had been reached; whereby, Mayor Partington thought the conclusion was clear at the prior meeting, and asked Ms. Shanahan to move forward with expansion plans.

Ms. Shanahan stated the Capital Improvement Plan Workshop would be on Tuesday, June 4, 2019, at 5:30 p.m.

Commissioner Littleton asked if there was a workshop on Thursday, March 21, 2019; whereby, Ms. Shanahan stated there was not.

Project Update

Ms. Shanahan gave updates on the Forest Hills Connector Trail, and the Cassen Park fishing pier repairs.

Events

Commissioner Persis discussed the Taste of Ormond event which was held the prior Sunday; whereby, Commissioner Littleton agreed with her comments.

Commissioner Kent complimented Ormond MainStreet on the Taste of Ormond event. He noted that baseball season started at Nova Community Center and invited residents to attend.

Mayor Partington complimented the weather, the music, and the 21 restaurants involved with the Taste of Ormond. He recommended participation in future events. He stated that Winn Dixie would hold a Grand Opening the next morning after recent renovations.

Panhandling

Commissioner Selby discussed increased vagrancy and panhandling in Ormond Beach. He wondered if the increase was due to implementation of the anti-panhandling ordinance recently passed by Daytona Beach, and if anything could be done.

Mr. Hayes stated it was a challenging subject for everyone, since it was not a crime to be homeless, or to solicit money and/or assistance. He discussed case law and noted it had not been favorable to local government enforcement. He stated the city had an ordinance that was restrictive, but did not think it was enforceable and cautioned law enforcement officers on their enforcement measures.

Mr. Hayes mentioned a state law that dealt with obstructing roads and traffic, and prohibited solicitation, but noted only the obstruction portion was enforceable. He stated an officer would have to be present to observe the situation on public property. He stated that solicitations on private property could be trespassed from that property, if the owners coordinated with law enforcement agencies to do so. He did not recommend duplicating Daytona Beach's anti-panhandling ordinance, and had heard of potential challenges to the ordinance. He suggested that Ormond Beach take a cautionary approach to the situation.

Mayor Partington noted that residents were being approached by individuals at gas stations and fast food restaurants, and wondered if the business owners were able to trespass the offending individuals legally; whereby, Mr. Jesse Godfrey, Police Chief, stated that was correct. Chief Godfrey stated that his department had been taking a

and there will be chain-link fencing, so basically they are going to hide the outdoor storage.

Mr. Galloway made a motion to approve SE 2019-055: 1345 North US Highway 1, Total Comfort, Outdoor Storage Special Exception. Mr. Briley seconded the motion. Vote was called, and the motion was approved (7-0).

C. LDC 2019-059: Mobile Food Dispensing Vehicles (Food Trucks)

Mr. Steven Spraker, Planning Director, stated this item is not an action item. What they are trying to do is have a discussion item to get input from the Planning Board, so then staff could bring back a Land Development Code amendment that hopefully will satisfy the direction provided. Food trucks have been regulated with existing policies. Basically, food trucks are considered itinerant vending and they are allowed today under four conditions. One is at a large-scale civic event, such as the 4th of July, Riverfest, or Celtic Festival. Another would be at large-scale nonprofit events, such as Oktoberfest at Prince of Peace, or the Calvary Fourth of July celebration. Food trucks are allowed within the Interlocal Service Boundary Agreement along the north US-1 corridor. Those properties were recognized as special event hosts when we annexed them in from Volusia County, and they were allowed to keep the food truck allowance. And the last condition was an amendment within the last year for multi-beverage producers in the I-1 zoning districts. They are producing alcohol, and basically they're allowed to have tasting rooms. They didn't have the ability to have a kitchen, so they requested food trucks as part of their use. During that discussion, there was direction from the Planning Board that the food trucks should be broader in scope, so that happened on August 9, 2018. On February 5, 2019, there was a joint workshop with the City Commission, and they got some direction. On March 5, 2019 staff was directed to proceed with an amendment which brought us here tonight. As part of that joint workshop, there was direction to reach out to restaurant owners and food truck owners. So on March 12-14, staff sent out surveys to restaurants, they hand-delivered the bulk of them, and then if they couldn't get to the restaurant, they did it by US mail. They also sent emails to food truck operators who they had permitted. They had a meeting with the restaurant owners on March 28, 2019 and a meeting with the food truck operators on the March 29, 2018.

Mr. Spraker stated that the results from the surveys that they got back from the restaurants were included in the board packet, and there were a couple more that came in, so they updated the survey this morning, and sent that by email. They had the meeting with three restaurants and a property owner on the 28th. The concerns they took away were concerns from restaurants that the food trucks on private property would undercut the investment they've made. There was an understanding that special events, which draw large crowds, need those food trucks to provide the food for those special events. So he would conclude that generally, they were not in favor of food trucks on private property, only as part of special events. Two other surveys came back, he thinks they were from the Tomoka Brewery and La's Bistro, who said they use food trucks to help promote their restaurant business. So those were two restaurants that work with food trucks. Staff met with the food truck operators on March 29th, and they provided staff with some information which they included in Attachment 3, and he believes there was some more information sent out this morning from more information they received. Their belief was that they serve a niche on public or private property, and they gave examples of office buildings where restaurants are sparse, and of course the special events where they provide the

additional food. One of the things that was stated at the meeting that kind of struck Mr. Spraker was, they are not interested in competing with brick-and-mortar restaurants, but they have certain target areas which they are seeking to serve.

Mr. Spraker explained the components of the staff report as they are trying to come up with a Land Development Code amendment, and they broke it into five parts. He will quickly go over these five parts. The first was definitions. Basically they classified what a food truck is, a food cart, a lunch truck, and what a mobile food dispensing vendor is. So the first part provides the definitions.

Mr. Spraker stated that the second part requires a permit. The way our food truck ordinance is established is that there has to be a host organization on private property, and it would be the property owner. They are the host. For public events, it would be the city or MainStreet, and they would be required to get a special event permit. So we always have someone who's pulling a permit that allows the food truck. The second part is the requirements of the food trucks themselves. They are required to get a business tax receipt. They are required to have a state license. They require a city fire inspection. And they are required to test the liquid propane on the truck every six months. As part of the meetings we had, there were concerns that they are already doing some state fire inspections, so basically what we proposed is, if they provide us a copy of the state fire inspection, we would waive the fee. We still want to do the inspection, but we don't want to tax them twice if it is the same thing.

Mr. Spraker continued that the third part is probably where the most policy direction will be. The first four are what Mr. Spraker said were the existing policies, so staff is certainly recommending that those stay the same. Again, those are events on city property as part of a special event, large-scale community events, and the recognized host vendors within the north U.S. 1 corridor primarily during bike week and Biketoberfest. And then the multi-beverage producer, which amended the code to allow the food trucks as part of their use. So, items five through seven kind of start to introduce where food trucks could possibly be allowed. Lunch trucks were discussed previously, for going within the I-1 zoning district, so that would allow people to go and serve industrial areas, more on a temporary basis. One question is whether or not the food trucks should be allowed on private property, and if so, how long should they be allowed. Should they be allowed a certain number of days, for example, he thinks Deland allows 12 times per year. So staff is seeking direction on that. We listed prohibited locations, which basically is within the ROW without a special event permit on any developed residential use or any vacant lot. One of the things that came up on the joint workshop was a distance requirement from restaurants. So, staff is seeking direction whether or not a distance requirement should be enacted.

Mr. Spraker stated that the core of the discussion, at least from staff perspective, are these four questions. Should food trucks be allowed on public property, separate of the large-scale special events? Should they be allowed in sporting events, say like at the sports complex? Should they be allowed to have food truck events, separate of the recognized Fourth of July, Celtic Festival, or other large events? Should lunch trucks be allowed, and is the I-1 zoning district appropriate? And then, should food trucks be allowed on private property, and if so, what frequency should be allowed? And then, should there be a distance separation? Staff included some operational standards, again pulling them from other jurisdictions and some of the components that they would look for. They would be more than happy to talk about any of the

operational standards. They are really just trying to make sure that the food trucks and the property owners are maintaining the areas for the food trucks.

Mr. Spraker stated that the last one was enforcement. One thing staff has done for outdoor music is, if there are violations, for example, if there are two violations in a year, they lose the ability to do the outdoor music. Staff took that same concept and applied it to food trucks. So, if there are two violations of say property owners and they have too many food trucks or they don't get their host permit, they would lose their ability to do it for a period of time. We selected 90 days, but that really becomes the enforcement process. There are other enforcement provisions in our codes, such as if you don't have a business tax receipt, there are actions that can be taken. So this would be a separate enforcement procedure.

Mr. Spraker stated that depending on the direction staff gets tonight, their goal would be to bring back this item to the Planning Board on May 9 and then go to City Commission on August 7 and August 20. If there are any questions, the staff would be more than happy to answer them. There is not an applicant, so this is all staff, and a city-driven amendment. Again, there have been policies that have allowed food trucks, and those policies really need to be codified in the Land Development Code. So, no matter what you do on basically what was five through seven, we believe that number one through four should be in the code, and instead of having it as an itinerant vendor policy, that it should be codified in the Land Development Code.

Chairman Thomas thanked Mr. Spraker and stated that he would like to ask the board's permission, first to allow the Chair some latitude. There are a lot of people here, and there is a three-minute time limit for speakers. He would ask the board if it would be all right if the Chair could have the leeway to extend some extra time to various speakers if need be. By that, he means because of more conversation and things that may come up during that situation. The board had no problem with it.

Mr. Mitch Novas, 75 Country Club Drive, stated that he has been living in Ormond Beach for 25 years. He doesn't own a food truck, but he does appreciate them being here. The times that he, his wife and child have gone to the food trucks have been basically at Tomoka. There it brings a lot of fun and excitement on the beach. He has read the report about the competition. He wanted to talk about that. Sometimes you don't feel like getting dressed to go into a fancy restaurant. It is very casual; that is the good thing about it. And they are not competition for these restaurants. Paper plates and plastic forks are not competition for restaurants. Porta potties are not competition. Basically, you can go to the food trucks to have fun, your kids running around, you bring your dog on a leash, things you would do normally. And that brings a lot of fun and excitement to Ormond Beach. The staff report shows 120 surveys sent out, and only 25 answered. That tells me that they are not too concerned with the food trucks. They don't mind them being there. He has heard that some of them want them to be there. The restaurants that don't want the food trucks may end up regretting their decision, because they may ultimately want to have their own food truck in there, or have their own booth at a special event. Mr. Novas thinks it should be allowed, but he thinks there should be restrictions, of course. They shouldn't be right in front of another business - and they wouldn't be. He can't imagine any businessman wanting to do that to another businessman. Again, he is all in favor of them - it brings a lot of business to the community - it brings people coming into our area who may end up seeing other businesses. For example, he cannot tell you the name of one restaurant in Flagler, Edgewater, Port Orange, because he never goes there. His

business is basically around here. Bringing people here, they may look at other businesses and say, oh wow, let's go eat there. That looks like a nice restaurant. People want the food trucks for a particular reason. He thinks it brings something nice to this community, which he thinks should stay here.

Nada Manley, 10 Tropical Lane, Daytona Beach, stated that she is a former restaurant owner of a restaurant on Beach Street in Daytona Beach. There are a lot of outdoor events on Beach Street, like the Halifax Art Festival, and the city would bring food vendors to Beach Street all the time. The restaurant owners always collaborated with them and just found it to be an additional draw to the area, and it really seemed to enhance the business for them as restaurant owners in that area. Also, as a mom, she really appreciates attending an outdoor movie at the Casements, and being able to leave the house, not make dinner for her family before she leaves the house, hangs out with friends, sit outside, watch a movie, and be able to order dinner from a food truck. In that situation, she would never go to a restaurant because they are planning on hanging out as a family. So, for her, being able to go to parks and outdoor events and get good quality food, it's just an additional benefit to being in this area. And they enjoy the beautiful weather and the beautiful parks that we have. If she is going to go to a restaurant, she is going to go out to eat with her husband, get dressed up and go to a restaurant. If she is going to eat at a food truck, it's a completely different experience, and it's a different evening that they have planned, so she just feels like when food trucks came to this area, she felt like Ormond Beach is a hip area because food trucks are everywhere now. So, she feels like they are a benefit and an additional draw for this community and she is happy to have them. Thank you.

Mr. Lee Buckner, 1110 Parkside Drive, stated that he is the owner of Southern State of Mind food truck. He is an Ormond Beach resident, and has been in business for almost four years. They enjoy doing lunches as they did one today in the city of Daytona Beach for Brown and Brown, who has about 400 employees who have a 30-minute lunch. Some employees get an hour, but the bulk of them get 30 minutes. So they take their lunch periods, which start at 11:30 and goes to 1:30. One of the things that he saw that would concern him, is if they do a lunch, being on site for one-hour isn't enough time. In Ormond Beach, a business like DuvaSawko, where they have done lunch before, has the same kind of schedule. They are on site from 11:00 a.m. to 2:00 p.m. because they have so many employees that get 30 or 45-minute lunches. If they could only be there for an hour, the majority of their staff is not going to get lunch. 30-minute lunches don't always afford the time to drive even 10 minutes away, sit down, order lunch, get lunch, eat and get back to your office and back to your desk, and not get in trouble for being late coming back. The other thing is, Mr. Buckner as the food truck owner, has no desire whatsoever to park outside of a restaurant, or to park next to a restaurant. But as an Ormond Beach resident who goes to the city parks, where people launch their boats and retrieve their boats, he doesn't know of too many restaurants in this area that those people can literally pull their boat out of the water after being out all day, they are hungry, and they can go park behind a local restaurant that can accommodate a pickup truck with a 20-foot boat. But they would come off the water, and grab food while they are there. That boat ramp is used by not only people from Ormond, but people from Daytona, people from Flagler, people from Holly Hill. Why? Because it's a safer boat park than what they are going to get in other cities around here. They like the location of it already being close to where there is no wake zone and they can get up and open up closer going to Tomoka basin.

Mr. Buckner continued that if you put a food truck there, you put a food truck here, you are going to draw people who have not been to Ormond, who are going to come and they are going to say, "Cool, we're going to the food truck rally - wow, I never noticed this restaurant before." He did an event two weeks ago in Deland, and he was asked to come into Artisan Alley. He has been to Deland twice in the 16 years he has lived in Ormond. He was blown away by what a great little town that was. More so by the fact that, before he could even get his truck parked and open his door, he had four representatives from four different restaurants, all within 100 feet of him, thanking him for being there because when they put food trucks downtown, it increases their business for that day. It draws business in. Deland has had that implemented now for about two years, and they said that it has increased business as a whole in the downtown area, not just for restaurants but also for the smaller shops that are there. He thinks that staying in the dark ages, so to speak, with respect, and not allowing food trucks in, does just that. Everybody around you is doing it. They are the only food truck representatives here tonight because the other ones are doing an event for and in the city of South Daytona. Lots of their friends wanted to be here tonight, but were already obligated to that as a spectator and went down there instead of staying here and eating. So, Ormond residents are going somewhere else to eat at food trucks. They are not necessarily staying here on that night to eat in a restaurant.

Mr. Buckner stated that if he were to park his truck over here on a Saturday and say, open up for lunch or open up for dinner - with the ability of what he has in the space that he has, he would be thrilled if he did an \$800 lunch. He has worked in restaurants, he has managed restaurants, and his wife has managed restaurants. A restaurant, such as the ones around here, if they do a full day lunch and dinner, they're probably doing tens of thousands of dollars collectively between all the restaurants. He has a hard time believing that if he set up his little shop over at the park - his shop is regulated by the state, inspected by the state, same health inspectors that inspect the restaurants in Ormond - that his \$800 hopeful sales are going to really put a hurt on tens of thousands of dollars collectively from the local restaurants in the same day. He thinks the city can come back and decide that they are going to give food trucks an opportunity to have a sign-up sheet. The city doesn't want more than one truck. He gets that. You don't want 20 trucks showing up in the park. As a truck owner, if there is a truck there, he is not stopping there. He wants to go where he can maximize his sales and maximize his business. He is a small business owner. He is not out to set the world on fire. He is trying to support his wife and two daughters, and this is his full-time job. Thank you for your time.

Ms. Jennifer Buckner, 1110 Parkside Drive, stated that this is a real blessing to be able to share like this, and she is thankful for the opportunity. She just really wants to reiterate that they are a family-based business. This is what they have decided to do with their future and they decided to do it in Ormond Beach. They love Ormond Beach. They have chosen to raise their children in Ormond Beach. They are just thankful for a great city like this. They are just asking for the ability to run their business here, not take from others. She knows there is talk of sharing the pie, but what they are trying to say is, let's make the pie bigger, let's make Ormond more valuable for other people. Or for people who didn't even know what exists downtown. Ms. Buckner stated that she loves food, and she loves eating in restaurants. And so, they go out all the time to visit restaurants right along Granada Boulevard. And more than once, while working in their food truck she has told people where they can get some good seafood. She directs them to restaurants, because she loves her city. They

never want to park in the restaurant parking lots or across the street from them. She wants to work with them, not against them. She wants us to be a team, to make Ormond greater. At Fortunato Park, a lot of people go paddle boarding and a lot of people walk their dogs there. Friday nights, they want to eat some food and have their bathing suits on. That's a niche that they can give them, and their food is not expensive and they are not taking anything from anyone else. They want to give to their city that they love so much, and just raise their children in the entrepreneurial way that they are learning. Thank you very much.

Ms. Isabella Buckner, 1110 Parkside Drive, stated that she is 16 years old and she is the daughter of Lee and Jennifer Buckner, owners and operators of Southern State of Mind food truck. Here in Ormond Beach, we are all a family. In a small little beach town, we attract many tourists, and our city has no intentions of trying to throw the restaurants, boutiques, salons, surf shops, yoga studios, or food trucks out of business. This is what makes Ormond Beach unique. Many of us have been born and raised here. We spend all of our money in the local businesses here around town, and we never have intentions to throw someone under the bus or to harm them. Adding food trucks to Ormond Beach will only make this bond stronger. They have already shown that they can work well with restaurants. This Friday night she will be working with her dad in the kitchen of a food truck restaurant collaboration. And at the end of the day, they are all families who want to provide for their homes. They want to have a place that they feel safe, which Ormond Beach has given them. They want food on their table, and they want our children and grandchildren to be happy. She sees these values and many more in her parents every single day. They always put others before themselves, and she believes the situation between restaurants and food trucks to be absolutely no different. They want to succeed just as much as the next person, without sabotaging anybody in the process. If her parents thought this was going to harm anyone in any way, they would've obviously humbled themselves and stepped down from this debate. They care about the individuals around them, whether it's a pedestrian, a local business owner, or a random surfer on the beach. Ms. Buckner stated that she would like to share with the board something they may have heard of, that she believes we can all relate to. When you buy from a small business, you're not helping a CEO buy a third vacation home. You're helping a little girl like my little sister get dance lessons. A little boy gets his team jersey. A mom like mine, put food on the table. A dad, pay a mortgage or soon enough, a student like myself, pay for college. Lastly, she would like to end with a quote that reminds her of her parents and family. This was stated by the owner of the Miami Dolphins. "Some people dream of success, while other people get up every morning and make it happen." Thank you for your time.

Mr. Carlos Soldevilla, 18 Tomoka Meadows Boulevard, stated that he and his wife, Angie, own La's Bistro. As far as the food trucks and what they bring to the area, he thinks it is a draw. He and his wife are known for going to every food truck rally they can catch. There is great diversity, and it is a great draw. They like it so much that they have collaborated with Southern State of Mind, and they come to their restaurant about once a month and do a takeover night where they're coming in and preparing the food. It gets him out of the kitchen. They do all the cooking, bring in the food, and they have found, by working this way with friends and collaborating together, that we have introduced each other's customer base to each other. Mr. Buckner has brought customers that have never been in our business, and the business has been here 15 years. Mr. Soldevilla has been running it nine years in July. And the

restaurant's clientele have been introduced to his food truck and what he does, and we now have seen those guests on their own, attend each other's functions separately. Whether it be just regular lunch, brunch, or an event night, a murder mystery dinner theater, cooking classes, what have you – they are coming in for the different events that we are holding. The food trucks are very specific in their menus. He and his wife do not feel that they compete; they don't clash. They are all fishing from the same Ormond Beach pond. Every restaurant in town and every food truck, we don't compete, we complement. We collaborate on different dishes at times, sometimes we just do a battle. Tomorrow night it is going to be a burger brawl, where we're bringing our best burgers to the table and let the crowd decide what's going on. These are fun ways on how we can use our different businesses and our different styles to complement each other, and just diversify a little bit. It is exciting, it is fun, coming up with these things. As far as public venues, he agrees that you don't want 20 food trucks across the street, and separation is good. He doesn't think there are any intentions to permanently park on public land. He thinks it is a brilliant idea, to once a month, be allowed to use a particular spot, but there would be a rotation. Wouldn't it be great if, before you go over to the beachside or come back from the beach, a food truck would be parked so that you can grab something to eat while you are all sandy from the beach? Thank you.

Mr. Andrew Folsom, 57 Great Apple Way, Ormond Beach, stated that he goes to a lot of parks in the area, whether he is setting up the hammock over at Fortunato Park, playing racquetball or basketball at Rainbow Park, heading up to Bicentennial after a day at the beach, and he just thinks it would be nice to have food trucks as an option, as other people have said. You come up from the beach all sandy and you're all sweaty after playing basketball. He plays with his friends and they either have to all go home, get dressed, meet back up at a restaurant to go out to eat, and he thinks it would be nice for food trucks to be able to set up in the parks. He feels like there is enough parking in most of the parks in the area to where food trucks don't have to go park at a private restaurant and take up their parking. He feels like there is adequate parking already at the parks for that to be able to happen. He understands the logic behind not wanting the food trucks from other cities coming in, taking money from businesses that are staples in our community, but he feels that food trucks such as Southern State of Mind are also staples to this community, and he just thinks that there should be consideration to how the decisions are also affecting them. Thank you for your time.

Mr. Dean Pepe, 1635 N. US Highway 1, state that he is with Destination Daytona and just wanted to give some input. Since they are on the U.S. 1 corridor, they are allowed to have food trucks during special events. He doesn't know if there is consideration for the regulations on top of that within their place. The one regulation that would affect them would be the proximity to restaurants, because they do have two very successful restaurants that have been there for 13 years, Houligans and Pig Stand, who were packed during the special events. They also have Saints and Sinners Pub that serves food, they have an ice cream shop that serves food during events, and then they need food trucks on top of that. They had four food trucks this past event, all of them extremely busy and happy and made money. And so, for them it is a necessity. It also offers a great additional service to our people that come there because just like when you go to a carnival, what are you looking for? Corn dog, turkey leg and stuff. Regular restaurants often don't have these types of things. Sometimes they do, but to have that variety, people really like that, and they have had some really neat variety that has come in with their food trucks. So, just like anything,

if you do some reasonable regulations with the food trucks, and codify it properly, but don't restrict it too much, I think it would be a benefit for everybody. But for them, it is a necessity and it is an added benefit and they hope that they are not restricted in any way at their place to do what they have been doing. Thank you.

Kevin Wakefield, 886 Riverside Drive, stated that he thinks there are two pressing issues as far as he is concerned, and they boil down to proximity, and then possibly using the food trucks to circumvent previously existing city ordinances. To Mr. Pepe's point, the US-1 corridor is obviously a unique situation. There is a large density of people who come there twice annually for large events, so he thinks that makes that a unique point when we are talking about food trucks. The restaurants that are within proximity, can't service on their own the amount of people they have there. As it pertains to himself, he has an interest in downtown. He has two restaurants now, and he is getting ready to open up a third one. He has been in the downtown since 2012. Prior to him being there, there has been a lot of effort by people like Mr. Jones and Mr. Hull that have spent a lot of time and effort in developing a downtown. It is his contention that without the efforts that were placed by people that were before him, downtown wouldn't even be an attractive area to bring a food truck at this juncture. People have spent a lot of time building up this downtown to make it a place attractive to food trucks. As it pertains to himself presently, he works closely with Ormond MainStreet and the Chamber to try to build more events downtown. They closed off New Britain successfully twice last year for events. City Hall parking lot has been closed down several times for events. It begins to be a proximity issue, where he is spending time, effort, money on brick-and-mortar and the staff and everything that goes into that to build events and to build the downtown into an event-driven type area, only to see other people come in and park a food truck. There are multiple private properties where, if you are going to say blindly, a private property is an okay place with that owner's permission to park a food truck, there are multiple private properties that are in and around his properties that would immediately benefit the owner of the property and a food truck and take away all the effort that is being made by the business owner like himself. It is counterproductive to what they are trying to do to build the downtown area specifically. He enjoys food trucks. He thinks food trucks have their place, but he thinks we have to be very careful about where we are allowing them to position themselves and how we are allowing them to do so. Thank you.

Mr. Scott Hale, 883 West Granada, stated that he is a 35-year resident of Ormond Beach, a homeowner, taxpayer, and a small business partner in the city. He wants to echo what everyone else has said, as he enjoys frequenting the food trucks, as well, when we have events and things like that, but he wants to speak from a small business perspective. He is a tax accountant, so as you can imagine there are probably other things he should be doing right now, with the 15th around the corner. But one of the things he knows is that when he goes to food trucks, he very rarely ever just goes there and eats and goes home. They frequent the area. They see all the other local businesses. He makes other local business contacts, and what you are proposing is the possibility of sending these people out of Ormond Beach. These are other Ormond Beach small business owners. They file their 940s, their 941s, their RT-6s. They are paying the city. So we are essentially forcing them out of the city and attracting income into other cities, where he thinks our focus should be, "How do we attract income back into Ormond Beach?" When he goes to food trucks, they always walk around the other local businesses, and his wife frequently will be spending their

money on other local businesses in other towns. He would like to see that stay in Ormond Beach. Thank you.

Mr. Curt Roberts, from Rose Villa at 43 West Granada, stated that he could make this easy on himself and say what Mr. Wakefield just said, but he would like to make a point that competition isn't always a good thing when you have a significant investment and you rely on special events and seasonality of our area to be able to survive and be profitable as a business. Then, more competition through those periods of time isn't necessarily a good thing. He has 30 employees, and certain times of the year it is difficult to operate profitably. So he needs to have those times of the year during events and everything where he can capitalize for the potential for income and be able to pay his bills. He understands that there are circumstances that Mr. Pepe brought up where there is more potential revenue than the immediate area. Where restaurants can handle, under that circumstance, that's great. But otherwise, he wouldn't want to have any more direct competition than is absolutely necessary for the amount of business that's potentially in the area. Thank you.

Ms. Karen Beattie, 27 Stratford Place, stated that she just moved back to Ormond Beach about three years ago when she retired from the military after 16 years. She was retired for combat PTSD. The reason she brings this up is because she thinks it is very valid, especially in circumstances for people with disabilities, that they have to be thought about. It is difficult for her sometimes to go into a brick-and-mortar building and eat lunch. It doesn't mean she doesn't want to go into a restaurant. It is just hard. It doesn't mean she doesn't do it. She does it all the time. Food trucks, though, give her an opportunity to do something else. When she first moved back, she worked at WyoTech for a few months. She loved it when she would come outside, and she would see the Southern State of Mind food truck sitting out there, and she would have an opportunity to eat a different kind of meal. Then, she started following them because she is also friends with them. It brought her out into the community more because they would go to church events that she wouldn't have gone to. They would go to school events that she normally wouldn't have gone to. It brought her out into the community more because they were going to be there. It gave her a lifeline that she wouldn't have had. That is what a community does. That is what a community is about. She understands that there are areas in this community that get more business than others and that it might be difficult for these small businesses like food trucks to be around those areas, but you have to think about the entire community of Ormond Beach. This entire community in this room, this is what you have to think about. Ormond Beach is bigger than just one road, and that's what these food trucks can do. They can bring this entire community together, and they can give everybody an opportunity to eat something different. Thank you.

Mr. James Friedman, 209 Royal Dunes Boulevard, stated that he has been working with the Highlander Corps and Bill Jones for the past year-and-a-half now to try to bring the Pumphouse BBQ to downtown Main Street. They have been in this chamber before to get a Special Exception for that. The reason they wanted to do that in the first place is because he and his friend were tired of driving by an abandoned gas station. As you board members know, we still have abandoned buildings downtown. There is still a lot of vacant real estate in Ormond Beach. And he brings this up because one of the reasons he thinks food trucks work great in other cities is there is a lack of real estate, there is a high barrier to entry in getting into a business, but here he doesn't think that is the case. Doing a Google search, he found 30 properties for

rent at \$12 to \$15 per square foot a year. So barrier to entry to get into a brick-and-mortar business in this town isn't that high. He does feel that driving down the street, he keeps hearing that there is a big draw to food trucks. He thinks they are pushing people away when they drive by abandoned buildings. So for the longevity of the city, he would love to see people invest in things that are stationary, that are going to be here a little bit longer. With that said, he doesn't think food trucks are inherently bad. He does like them. But again, he questions, is it really a draw to tourism? He thinks the beach is why people come to this town. He doesn't think they are coming because we have food trucks. And then it's not like a David and Goliath situation. Restaurants in this town are also small businesses. So, to hear that food trucks are small businesses and restaurants are these giant things trying to clear them out of business, he just doesn't see how that is possible. The guy who was just up here talking about Rose Villa, he struggles to stay in business because he is a small business. Also, he keeps hearing that restaurants are fancy. People don't want to go out to fancy restaurants. You can go into Jimmy Hula's or Larry's Giant Subs in a bathing suit. People do it all the time. I think that is more a distinction between fine dining and quick service, and we have more quick service restaurants opening in the area. He actually doesn't mind the current regulations. He has eaten at food trucks at breweries. He has had a few nights that were particularly ruined by generators running on the food trucks. It would have been a nice night to sit outside. So he thinks that is one thing that if you are going to eat at one, if there is a generator running, it is not fun to stay in that area. Do we have the population to support this? We have 42,000 people in this town. And we have tourism. We have times of the year where we get more people in town, but are 42,000 people enough to support additional businesses. And on top of that, maybe there is a moratorium on licenses. So you say that you will allow 20 food trucks in Ormond. Thank you for your time. He appreciates it.

Mr. Robert West, 274 North Ridgewood Avenue, stated that he is just going to echo what Mr. Friedman said. He is Mr. Friedman's partner with the Pumphouse BBQ. He thinks that the regulations that we have are good and that we should definitely proceed with those. He loves food trucks. He thinks they are great, but there are specific times and places for them. So definitely having regulations where we can say this is good for you to be here is something we should look to. He would also say that he thinks we need to regulate how many food trucks are allowed. He thinks if we are going to have food trucks, where are they going to be, how many are we going to have, and if we have 20 food trucks in town, how many people are we taking away from local businesses? Thank you.

Mr. Cord Bear, 209 Seminal Drive, stated that he is a pastor at Tomoka Christian Church, and was a restaurant manager for 10 years as well. The board has a tough decision to make about this. And you are not going to make either party happy at the end of the day because it is a no-win situation at some level when it comes to this food truck versus brick-and-mortar restaurants. We have a church of roughly 2,500 adults here in Ormond Beach, and a few hundred children. The one thing that we're constantly struggling with is, "How do we reach the next generation?" Because when you look at the average age of our church, it is about 54 years of age. And the reality is that every study that we look at says that the younger generation, the millennial generation, they are just not coming to faith in Christ. They are not interested in being a part of the church. So we talk about that constantly. We are constantly trying to figure out how to do that. So this past weekend, he hired a company, unbeknownst to

the rest of the staff, to come as a secret shopper into our church and observe how we did things to see if, from an outsider's perspective and a professional perspective, they could figure out what was going on. He sat down with the gentleman after the end of the weekend, and he asked Mr. Bear a few questions, but at the end of the day what he wanted to know the most was, "Tell me the average age of those who lead your church." And so he did. And the secret shopper said to him, "The reality is your church is 54-55 average years of age because they mirror the people that you have in leadership." Now, when you go to our worship service, you will see 20-something-year-old people on stage, and you will see lights, and you will see smoke, and you will see things that might seem attractive, but the reality is we simply mirror the people that are in our midst as leaders. So when they sit down as a leadership, they talk constantly, "We want to reach that generation." And he doesn't know if by what we choose to do, we actually really want to reach that generation because those are some very difficult decisions. There were four questions posted in the PowerPoint and the second question is clearly the most important for the board and that is, "Do you want food trucks in Ormond Beach?" It is a matter of opinion. Some people love them, some people don't love them. You could have 42,000 people come up here and give you their opinion. You all have to decide whether you want them. And if you do, he just wants to encourage the board that if you decide you want food trucks in Ormond Beach, coming to a fair decision is not going to be possible because people are always going to feel like it is unfair, but you have to decide if you truly want them like we truly want millennials. Then there are going to have to be some hard decisions made to make that happen. Personally, he is a food person. He loves brick-and-mortar. He did it for 10 years. One of his favorite jobs in the entire world. He loves food trucks, which is one of his favorite things to do. He thinks that there are restrictions that have to be put in place for them, but at the end of the day, if you want food trucks in Ormond, then those decisions that have to be made to affect small business brick-and-mortars will probably have to be made. Sticking a food truck with too many restrictions, basically says, "We really don't want food trucks here." He wants to encourage the board that if food trucks are a part of what Ormond is going to be, then don't codify it in a way that it makes it really impossible for a food truck to succeed. And then just own that decision one way or the other. He thinks the most important question you have to ask is, "Do you want them?" And if you do, do what it takes to make it work for them and make it a part of this community. And he personally hopes that you do. Thanks for your time.

Ms. Linda Webber, 1011 North U.S. 1, in the Bike Week Corridor. She is attempting, if her Special Exception goes through, to provide a park and wedding and event venue that is at the edge of the bridge before you get into the biker establishments. Very often, she will have an event that will want special food that a normal caterer would not be able to just bring and drop off. And the property next to her is owned by The Outpost, and they would like to collaborate with her to also host events, if that is allowed on their property. And a food truck would be the answer to having food brought in. If they are having a fishing tournament or anything on that property, they would need a food truck. There are things that a restaurant can't just supply. Her primary vendor is going to be The River Grille because of their proximity, but not everyone is going to want that type of food. And she feels that with all of the other properties that she sees every day, since she lives in that neighborhood, there are numerous food trucks there. But then when she is getting ready to do a special event, she is told that she cannot. She would like a food truck on the property every day. She is trying to build a park that is community-friendly, that is attractive to look at,

that brings back some of the history of the Tomoka River and will be a good place for people to bring their students, classroom hiking events and anything that's good for our community and for the Tomoka Estates area. She wants to clean it up a little bit. So she would prefer to be able to have a nice food truck or a nice restroom trailer brought in if she has a large-scale event. Most of their events are going to be very small, and it will be with a licensed caterer bringing drop-off food. So that is a little bit different. But on the occasion that there is something larger, she would love that affordability to do so.

Mr. Jimmy Hull, 111 West Granada Boulevard, stated that he has been in downtown Ormond Beach since 1981. He is fully invested in brick-and-mortar restaurants in the downtown area and a successful downtown area. His business employs 80 to 90 people year-round. Most of these employees live in Ormond Beach. They spend their money in Ormond Beach. They pay taxes. Having worked with the city for a long time, to re-develop the downtown area, they have all invested a lot. He knows every small businessman - he is a small businessman - and they have invested a lot over a long period of time. They just spent over \$800,000 in property improvements on their property. So bottom line is, he is opposed to having food trucks come into the downtown area within any proximity to him and taking anything that he needs to successfully pay off his loans, pay his massive array of bills and taxes and things to operate, and continue to make improvements. There is talk of, "Oh, we'll put a food truck over here at the park because nobody is going to walk from the park up to your place." Oh, yeah? Sure they are. We have outdoor seating, too. People walk in his restaurant all the time with flip-flops and shorts and dogs and all those things. We welcome them. And he is not opposed to food trucks. There is a place for food trucks, but it isn't in the downtown area close to these businesses that have invested so much. And he thinks that food trucks can actually be an asset in areas where there aren't other restaurants. So he has submitted a written comment. Hopefully, the board will read it. He is here to answer any questions. This isn't going to be a hill that he is going to die on, but he thinks that for downtown Ormond Beach, the downtown district, in particular, we need to have a great distance from people coming in and setting up food trucks and taking away from their business. And to him, it feels like if you let somebody come in here, they will be taking the gravy. Think of yourselves. If you are a realtor, and you have a real estate office, and now someone can go somewhere close by and set up as a truck realtor and he rolls in and gets your customer before he comes to you, that is kind of one way of looking at it. He will just leave it with that.

Mr. Hull continued that the board has to get those regulations in place. There are no real regulations on food trucks. There are decisions to make. He thinks there is a place for food trucks. But, he doesn't want them around him. If the city is going to allow food trucks to come into downtown Granada, then how many food trucks can he buy with \$800,000? He might as well. If you are going to let food trucks go on public places, he will just forget everything he has done and buy food trucks. It will be a lot cheaper and better, and he won't have to hire as many people. And he won't have to pay as many bills and vendors. It is the economy. And food trucks help the economy, too. He is not saying they don't. But they are trying to develop a downtown, and they are working on the master plan. They want to have a walking downtown. Well, if you're going to let food trucks down here, then let's have a food truck downtown. And there will just be vacant lots, and everybody can come eat at the food trucks. Thank you.

Mr. Bill Jones, 812 Oaks Trail stated that usually, when he talks at these meetings, he is usually for something, not against. This is probably one of the rare occasions when he feels truly, from his heart, against allowing food trucks to proliferate all over Ormond Beach. He will say the same thing that Mr. Hull said and everybody else – he has nothing against food trucks. There's a place for them. He doesn't have any wheels on all the buildings that he has built. He can't park them in his garage tonight. They have to stay where they are. Whether there is a good economy or a bad economy, his buildings are still there, and those tenants are still struggling to try and make a living. And he deals with these people every day. And if you don't think it's hard growing a business like that, a brick-and-mortar restaurant, you don't know anything because he would never wish a restaurant on his worst enemy. He had Alexander's about 30 years ago. And it is one difficult thing to pull off. And as soon as somebody else opens up in Ormond Beach, everybody flocks there. There is a place called Abbot Kinney Boulevard in Venice Beach in the Los Angeles area. He happens to have a house out there, and he visited there at the behest of his daughter, Victoria because she said, "It's really cool. They've got some great shops down there." So he and his wife went down there, and they couldn't find a decent place to eat. One place was open till 5 o'clock. There was really no place to get a decent lunch. So they waited around, and they just shopped and shopped. And lo and behold, at around 6:30, a dozen food trucks pulled in, in a Chevron pattern, at a big, huge empty lot. Mind you, this is Venice Beach. An empty lot in Venice Beach is worth a fortune. And everybody flocked to the food trucks. Now, that's cool. That's a very hipster thing to do. But remember what he said, there were no other viable restaurants on this entire boulevard in Los Angeles.

Mr. Jones continued that he was watching a program the other night about the industrial age, and there was a town in Massachusetts, and this guy wanted to figure out a way to make silk because it was getting easier and easier to make garments. So what he did was he imported a gypsy moth from France or Europe, tried to mate it with a moth in the United States, and it was a complete disaster. He failed. He lost all his money. He left. The problem was he left the gypsy moth behind, and this one town experienced a complete defoliation of every leaf, every tree, every living thing, and the whole town was completely devastated for about 30 years. What is the point of where he is going to? The decision the board makes tonight could impact them heavily in the future. He has put time, effort, and a great deal of funds into the downtown district. And his father said to him, "We've got to do something down here because it is really an eyesore." And it was really a drought or a deadly area where nobody really wanted to be bothered with it. And Mr. Jones, with the help of all these other guys, all these tenants, put this downtown back together. And he can't wait to see what is going to happen if we allow food trucks to proliferate in the area. He has a lot of empty land on New Britain. He can tear down whatever houses are there, and he can create his own food truck utopia if that is what we need. Make sure when you put the laws together, and he is not being impertinent because he knows this is a tough, tough decision, weigh it, think about it. Whatever you do today, five years from today could be a disaster, and it is going to be very difficult to undo it. And like Mr. Hull said, eventually, there will be no need for brick-and-mortar. We are seeing what Amazon is doing to brick-and-mortar. Look at the mall. And that was an innocent thing, the internet. Think about it. Think about it long and hard because it is going to be a real dreadful decision if it goes wrong. That is all he has got to say. Thank you for your time.

Mr. Al Smith, 14 St. Johns Place, stated that he appreciates the board serving the community, and doing this tonight. And he has a different perspective on this that he thinks might help move it forward. He owned a restaurant building in downtown Daytona Beach and ran it for 10 years. He has also been a promoter in the area, and has worked a lot with food trucks. He thinks the main thing he would tell the board is that what happens, food trucks are mobile, and they are mobile for a reason to get into an area and get out of an area. And when they are there, and it is not every night at the same time, what happens is the pie gets bigger, and more people come to these things and the restaurants do well. Two examples he will give you, Mt. Dora does food trucks once a month. They actually bring food trucks in. He means like 50 food trucks. And there are food trucks right next to a restaurant. He was kind of blown away when he first saw this, but what happens is people get food truck food and sit and get a drink from the bar, and they do it every month. It has been very successful, and it has helped their downtown. The other thing is he has done some events - a lot of events - on Main Street, Daytona Beach. And there is Neptune's Restaurant-- one of the few restaurants on Main Street-- and he said, "Whatever you do, do not put a food truck next to me." So he did put a food truck there. But what they found was he never did so much business until they had the food truck there. The next meeting, he said, "Anytime you want to put a food truck next to my restaurant, please do." So Mr. Smith thinks there is a place for food trucks. Maybe it is not in the downtown. That seems to be a lot of the pushback. But, the fact of the matter is people love food trucks. He works with them all the time. They are hard-working people like everybody else. The amount of money they do out of a truck is pretty minimal most of the time. When you go out to a restaurant, when you're on your way to eat, the food truck there isn't going to make you go, "Oh, I've got to go eat that instead of eating at the restaurant." But, you have to be respectful of these business owners and the investment they have made. So he thinks there are ways to accommodate both, and one recommendation he would have is to maybe, in the beginning, exclude the downtown area. You can discuss allowing them at some of the parks or a church. Office parks like Brown & Brown downtown, those people want something different, and trucks give a variety and the difference that they don't get anywhere else. So these are two totally different experiences. What you experience at a restaurant is much different than what you experience at a food truck. The whole country is doing this. Ormond Beach is not the only place. I think if you look at some of your bigger cities they have found compromises, and everybody has found a way to win. He just thought he would come tonight and share his unique experience. Thank you.

Mr. Bill Fletcher, Fletcher's Irish Pub, 393 West Granada Boulevard, stated that he is in the downtown area, too, but he is actually pro-food trucks. He agrees with Mr. Smith. If people are coming to his pub, they are coming to his pub. If people are going to food trucks, they're going to go to food trucks. He doesn't think somebody's going to veer their behavior just because they drive past a food truck and go, "You know what? We are not going to Fletcher's," just because there's a food truck right there. He takes his family when he is going out, and if he knows there is a food truck rally, it is going to be a decision he is going to make because it's an opportunity to go do something. He doesn't see a big franchise of food truck vendors. He doesn't know if there is a franchise of food truck vendors. Most food truck vendors are entrepreneurial, and he thinks that is a huge, massive trait that we should probably encourage within our community, being that he is a one-person show, and he started his business from scratch. It is a big deal, and he thinks we should look at this as a benefit-- encourage it in Ormond Beach and encourage entrepreneurship. So with

that being said, he is a restaurant owner, and unfortunately he did not complete his survey, since it was during St. Patty's prep and there was no chance. He filled it out, but he never sent it back. So he does apologize for that. He is a pro downtown-business-restaurant that is for food trucks.

Ms. Dorian Burt, 203 Pinecone Trail, stated that she believes the board has some difficult decisions before you, as you have had lots of times in the past 20 years that she has been coming to this podium. However, she is sure that you have heard, just tonight, how many violations are occurring right now where food trucks are going where they are not even permitted. How would you enforce this? It would be through code enforcement and that begets people tattling on one another. She thinks there is a whole lot that the board has to take a look at in the regulations or the areas. Permitting food trucks in the industrial area because the owner of the brewery couldn't have a kitchen. But now, he has more and more space, and he could have a kitchen and pay for the ancillary hood system and the equipment, but he doesn't have to because he has a food truck. There is a whole lot of crisscrossing, and it is probably going to take more than tonight's meeting and a follow-up meeting is what she thinks, but good luck.

Chairman Thomas asked Mr. Spraker if he would explain to the board what he is looking for tonight. Mr. Spraker stated that they are looking for direction to create a Land Development Code amendment. There were four questions. And again, if the board feels like they need additional discussion time, we can come back as a discussion item again next month and come back with a Land Development Code amendment at a later time. So we're not trying to rush you through this process. So if there are things that the board wants to provide direction on and have staff research and come back to you, then staff can certainly do that. There are four questions that staff is looking for answers to. Should food trucks be allowed on public property to include sporting events and food trucks? They are not really seeking the details of how to do it. They just want a general policy direction, "Yes or no," and then based on the policy direction, staff can go and work out the details of how to allow food trucks in those specific situations. The second one is that lunch trucks were identified as an issue. They are not at a location all day. They come for lunch, and then basically, they're gone. So that was a specific subset of food trucks. Number three gets into, "Should food trucks be allowed on private property?" And the board has some leeway. If you want to exclude the downtown or if you want to try it on a certain roadway such as Nova, you could try it, and then if it doesn't work, you can just leave it there. And if it does work, you can expand it. The sub-question of that is, "How often should private properties be allowed to do food trucks?" And then the final one is, "Should there be a distance separation from restaurants?" So those are kind of what we're trying to get direction on.

Chairman Thomas stated that this came to the board as a discussion item. But is it staff's intention to take whatever direction this board feels it should go and take that to the City Commission, and then they go from there and make their decisions? Mr. Spraker stated that is correct. Staff is looking to the board for policy direction. So the City Commission then would review the testimony that's been presented tonight and amend the Land Development Code, the direction of the Planning Board, and they could pivot a different direction or they could modify it. But he thinks they are looking for the Planning Board to vet out some of the details, and then if they want to go a different direction, they'll let us know.

Chairman Thomas stated that he has spent a long time on this board. And he doesn't ever remember having a discussion item brought to us that is being used for official guidance to the City Commission. Maybe he is wrong, but it has not been this open before, that he has experienced. Mr. Spraker stated that one that he can think of, a while ago, was trailer parking on vacant lots was vetted through the Planning Board. That was in the mid-2000s. So we don't do a lot of discussion items that are seeking policy direction, but this is a unique topic that needs some "carrying-it-through-the-process" and it needs some policy direction. So we can provide the framework, but the details need to be policy decisions.

Chairman Thomas stated that one of the things he is looking for a clarification on is the gentleman that was speaking about Destination Daytona and the food trucks out there. Are those food trucks out there at only special events? Mr. Spraker stated that is correct. They are a part of the North U.S. 1 Interlocal Service Boundary Agreement. So food trucks are allowed during festivals and special events. Mr. Spraker wasn't really clear if Mr. Pepe was looking to expand it to year-round. So that may be a question that we want to ask him. Mr. Spraker stated that quite frankly, as we annex those properties from the North U.S. 1 corridors, they have Development Orders and they have rights to do those food trucks. So basically, as the city annexed this property, we've maintained whatever development approvals were given in the county. So during the recognized special events, Bike Week, Biketoberfest - I think there were a couple others - they're allowed to do recognized special events, which include the itinerant vending and the food trucks.

Mr. Spraker stated that Mr. Pepe is okay with the current rules. He is not looking for an expansion of the itinerant vending.

Mr. Briley stated that there were about 125 questionnaires that were sent out, and about 20 to 25 came back. Do we know from where in the city those responses were returned from? Mr. Spraker stated that they did not require people to give them their names. Some they know, some they don't. Usually, the ones that gave them their names, gave them a written response, too. So they didn't try to target the responses coming back. Mr. Briley asked if staff had looked at Daytona Beach and Port Orange and their food truck rallies. Mr. Spraker stated that they didn't include them specifically. The food truck rallies would really be tied in with that number one question, "Do you want to allow food truck events separate as special events on public property?" So once they get that policy direction, staff can come up with the standards. Daytona Beach is pretty broad. So they are amending their use categories to allow it as a use. So we are not calling it an accessory use. You need a principal use, and you need a host. So we are a little bit different, and he thinks they are still working through their regulations.

Mr. Briley continued that in listening to a few of the speakers, and he can agree with Mr. Buckner, places such as Duvasawko, where employees only get a half-hour lunch, sometimes it may make sense to have a food truck there where the people can go out, get something real quick, go back inside. He could also say the same thing for Ormond Crossings when Security First Insurance opens up there. He doesn't know how long those folks will get for lunch, but there's not a whole lot of options up that way. You have got Houligans and Pig Stand, but he also agrees with Mr. Pepe's situation where sometimes you have to bring in food trucks for special events, and it sounds like he is happy with the current regulations. However, he could see if they wanted to have a special event that is not during the recognized special events during

the year at Destination Daytona where they had a food truck rally. He thinks that would be totally appropriate if that is what he wanted to do. He agrees with Mr. Bear about the churches having the abilities to have these if they need to have something catered on a Sunday for an after-church type event. He totally agrees with that. And the itinerant vending on North U.S. 1 during the special events, he agrees with that as well. His concern is having these things in the downtown. He like food trucks. He is pro food trucks. He is also sensitive, though, to the brick-and-mortar businesses that have had a lot of investment put in them. He understands their concerns. And his other question would get back to, when we have the Four Corners celebration, we would allow food trucks down there for that, would we not?

Mr. Spraker stated correct. That is part of the large-scale special events. So not only the city, but also MainStreet would be allowed to do these events. Mr. Briley stated at the Casements and anywhere else. So he thinks those would be the times where you would allow them within the downtown business district because you're having a special event, but otherwise, he doesn't know if he would want them competing against the downtown businesses. And he noticed, too, in their packet that some cities have placed areas on a map where food trucks are not allowed. So we could certainly do that within the downtown business district. His only question would be, once we get into this, if we were to allow them at Duvasawko and Security First and some of the places up on North U.S. 1 where there are businesses in a plaza, and they get 30 minutes for lunch, he would have no problem with a food truck going there, selling food, that type of thing. How do we craft that into the ordinances or the zoning districts?

Mr. Spraker stated that for tonight, let's not worry about the how-to. Let's worry about the direction to take. What he is hearing from what Mr. Briley is saying is that he is not in favor of the downtown, but he is in favor of some of the larger office areas. Mr. Briley stated that he could even see having food truck rallies. Port Orange has them down at their city center. Why couldn't we have them at Nova Rec Center or something like that or a sports complex? Now, if you're having these things during sporting events at the sports complex, then you're competing with Seabreeze High School who is doing fundraising. He is trying to find a happy compromise somewhere that we can allow food trucks, but yet protect some of the other businesses. He doesn't hear anybody from a lot of corporate or chain food places that are having a problem with food trucks. It is people that are investing in our downtown. And that's really where he is hearing the pushback from, is from the downtown.

Chairman Thomas asked when they are putting restrictions on food trucks and where they could or couldn't be, is it possible to qualify that by saying that they can be at a business that has a minimum of 50 employees, 100 employees? In other words, targeting for what we are talking about where you have a lot of employees with a short period of time for lunch or supper breaks. Can we do that by the size of a business? City Attorney, Randy Hayes stated that he thinks if that is a policy direction, then the answer is yes. And then the challenge is going to be, how do you implement that in a regulation? And then it becomes an enforcement issue at some point. But for purposes of your question, yes, we can write that up. And if that is the direction you would give the Planning Director, we will be meeting on this and figure out a way to make this work, and there will be subsequent meetings before the Planning Board and probably the City Commission as well.

Chairman Thomas stated that staff wants some kind of guidance from the board, but then they are saying, tell us, "Yes, you want to do it," or "No, you don't want to do it," and then you will work out the details. His concern is that if, as a board, they say, "Yeah, we want to deal with food trucks," then somewhere he doesn't know how they are going to be able to come back and maybe change their mind. Mr. Spraker stated that if he could make a proposal, they could bring it back as a second discussion item. So if they can give staff some direction, for example, you are against it in the downtown, but let's say, for example, you want to see a city policy of how you could potentially do food trucks, we can bring it back for a second discussion item in May. The board can take a look at it and say you like this, you don't like that. And then we can come the next available month for action.

Chairman Thomas stated that what Mr. Spraker is looking for is an overlay from the board. Mr. Spraker stated that he is looking for a general policy direction. So he doesn't want the Planning Board to tell him how to do food trucks on city property. It is more like, do you want to allow it at the sporting complex? Staff can then work out the details. But staff doesn't know if the board is morally opposed to allowing food trucks as part of sporting events. Staff doesn't know if the board wants to allow them on private property if, for example, there is a certain size of an office. If it is over 10,000 square-feet, like Security First, Duvasawko, the Reflections Building, those would all be places that you could allow it on a limited time. Chairman Thomas stated as far as sporting complexes, we have in this city, different organizations. We have Ormond Beach soccer. We have Ormond Beach baseball. We have Ormond Beach softball. We have all these different things, and our recreation facilities are usually run by parent organizations through volunteers. And the baseball, the softball, the soccer, the Pop-Warner football, PRIDE, they get this money from these concession stands. He knows that back in the '80s, they had somebody run our concession stands, and they gave us a percentage of the proceeds. His point is that soccer may be okay with it, but baseball isn't.

Attorney Hayes stated that there will probably be other meetings beyond this. He thinks for purposes of tonight, the Planning Director is looking for a broad policy direction. For instance, on the public properties, once the legal aspects get looked at, there may be some public property that are appropriate for this use, others that are not appropriate for this use. So he thinks from a broad stroke of the brush, the policy direction is more what the Planning Director is looking at now. And as we start to scope this down a little bit, then we can bring other finer details back for the board, and then you can get into that level of discussion as well. But he thinks, right now, this discussion is going to go on for a little while. So can we take a five-minute break?

(Five minute break was taken)

Chairman Thomas stated that they would call the meeting back to order. We have just had a situation where one of our board members who has had some recent illness is having to be looked after. One of our members is a nurse, and she is going with him. Chairman Thomas asked Mr. Spraker that this be continued to next month's meeting, which will also give them time to get the other two members back and also be able to have more information. And he also would request a joint session with the City Commission over food trucks. And he would like that at the City Commission's earliest possible time with their approval. Mr. Spraker stated that City Commission doesn't have as many meetings over the summer. Chairman Thomas stated that the board will just have to do it at their convenience. They may not want to do a meeting,

but we just would like to ask for it. Having said that, can I have a motion to continue the meeting for May?

Mr. Jorczak moved that we delay further discussion until our next regularly scheduled meeting in May. In the interim, some of the specific questions that the board may have, we should present those to staff. Attorney Hayes made some suggestions to the board. He asked if it is their desire to meet as a board before they meet jointly with the Commission. Chairman Thomas stated that it is. Attorney Hayes state that the board can revisit this in May. You don't necessarily need to continue it. Staff can just bring it back to you. And, because of the Sunshine Law requirements, it would be preferable not to share questions and thoughts among board members by email. If you have a question, you can certainly call the Planning Director on your own if you want to do that. But he thinks we should not cross-pollinate information outside of the public meeting process.

Mr. Galloway stated that we are trying to reinvent the wheel. Since staff stated that they had contacted other municipalities, instead of the board and staff completely re-writing a policy, it would be interesting for the lay people who are not in the restaurant or food truck business, to see what other communities are doing. Not just Daytona or Port Orange, but other communities that have gone through this exact same process. Mr. Galloway stated that he is 50/50 on this. He has friends in the food truck business and he has friends here this evening that are in the restaurant business. He can see both sides, and he can definitely understand why they don't want a permanent truck vendor next to a restaurant. It would be interesting that instead of the board, as lay people, trying to make policies and decisions either way, to see what other communities of like sizes that have already addressed this.

Mr. Spraker stated that within the packet are four communities – Sanford, Orlando, Deland and Holly Hill. Staff could poll other ones, but they thought those four were the best and most similar to what they are trying to do. Those are within the packet for tonight's meeting. Mr. Galloway stated that he knows of some communities where food trucks have been widely accepted, but they are only on, like, the third Thursday of each month, in a downtown area that doesn't allow them otherwise. He doesn't understand why we are trying to reinvent the wheel. He wished Mr. Hull was still here. He said something about real estate, and yes, they are having to change too, because of a company called Zillow. They have hit them right between the eyes. The point he is making is this is happening in other communities that have been able to address it to the satisfaction of the brick and mortar restaurant people and also the food vendors.

Chairman Thomas stated that he thinks staff needs to broaden their scope. Ms. Shull stated not a city like Orlando. It doesn't compare to what we have here.

Attorney Hayes stated that he would like to add some food for the next meal on this subject. Planning staff and his office would be more than happy to get the board as much information as they want from other jurisdictions. Ormond Beach is special and everyone knows that. So you take components that you might like from other jurisdictions, and at some point you will have to scope that down to what you want to keep Ormond Beach unique. What may work in Orlando or any place nationwide, may not necessarily fit to a tee here.

Mr. Spraker stated that we already have the components of the ordinance, we are just missing the locations. You have the definitions, permits, code enforcement and the operational standards. What is missing is the locations. The operational standards were taken from the other jurisdictions.

Mr. Jorczak asked if there is any general consensus from the rest of the board, that these other parameters all sound reasonable. In other words, we are really focusing on the location issues. All the other things that were in the packet with respect to the regulations, all the inspections, all the permitting – if all of those other elements look like they sound reasonable, can we tell staff that is something that pretty much has been canned and we are primarily talking about the location issue. They have sculpted a set of parameters for operation, even for existing trucks under our permitting operation.

Chairman Thomas stated that he questions enforcement and is wondering if it is going to be complaint driven. Mr. Spraker stated that no matter what jurisdictions staff brings to the board, they are still going to have the decisions about locations where the food trucks will be allowed. All of the questions were in that section.

Mr. Galloway stated that it is a matter of taking a map and saying yes they can go here, or no they can't go there. He would like to see how other communities have drawn that line to say yes, no or maybe. Attorney Hayes stated that you will be talking about location as it applies to public property, as it applies to private property, as it applies to the downtown district, recreation facilities, and special events. It is not just one singular location criteria. It will apply to a lot of different elements.

Chairman Thomas stated that he would not feel comfortable handling this tonight and making a decision. He just doesn't think they have had enough information or time to discuss this.

Ms. Tolland stated that in relation to location, the Downtown Steering Committee is discussing the different downtown districts, and they are focusing on the downtown area between Beach Street and Rt. 1, but there is also the whole strip of stores on the other side of the river that has restaurants as well. That needs to be a big consideration too. Ms. Tolland doesn't think we heard from anyone on the beach side tonight, except for the one letter from Wild Rabbit.

Mr. Spraker stated that staff will bring back more information to them in May, and then the board can decide if they need additional information, and if they want to meet with City Commission. He has enough direction to move forward, and they will bring back some more information.

Mr. Jorczak made a motion to continue the discussion at the May meeting, seconded by Mr. Galloway. Vote was called, and the motion was approved (6-0) with Mr. Briley being absent from the vote.

VIII. OTHER BUSINESS

There was none.

CITY OF ORMOND BEACH

FLORIDA

PLANNING

MEMORANDUM

TO: Planning Board members

FROM: Steven Spraker, AICP, Planning Director

DATE: May 1, 2019

SUBJECT: Discussion item: Mobile Food Dispensing Vehicle (continuation)

At the **April 11, 2019**, Planning Board meeting, Planning staff presented a discussion item regarding Mobile Food Dispensing Vehicles. The Planning Board packet included:

1. Staff report with the framework of a Land Development Code (LDC) amendment seeking policy direction on certain items.
2. Survey results from restaurants and food truck operator(s).
3. The February 5, 2019 joint workshop packet (City Commission and Planning Board) that includes:
 - a. Summary of the city's current food truck policies;
 - b. Summary of how other local jurisdictions are currently regulating food trucks. The summary included the regulations from the Cities of DeLand, Holly Hill, Orlando, Sanford, and St. Petersburg;
 - c. Review of potential Land Development Code amendments; and
 - d. Best zoning practices regarding food trucks;

There were twenty individuals who addressed the Planning Board and the minutes are included in the Planning Board packet. A short summary of the comments are as follows:

In favor	Expressed concern	Other thoughts
Food trucks offer a unique casual dining experience and can co-exist with restaurants.	Concern with the proximity of food trucks to brick and mortar restaurants.	Destination Daytona seeks to ensure special event food truck vending is not altered.
Food trucks are a completely different experience than restaurants. Would like the option to allow in City parks.	Food trucks have a place, but not in the Downtown area.	Be mindful of the impacts of any regulations on food trucks and brick and mortar restaurants.

In favor	Expressed concern	Other thoughts
Food trucks provide a lunch option for larger office businesses.	Not against competition, but there are not the same cost/constraints with food trucks compared to brick and mortar restaurants.	
Food trucks could help restaurants attract more customers.	Food trucks work great in other cities if there's a lack of real estate and a high barrier to entry in getting into a business. This is not applicable to Ormond Beach.	
Food trucks can work in partnership with restaurants, such as La's Bistro.	There is a place for food trucks, but it isn't in the downtown area close to restaurants that have invested so much.	
Would like the option to use food trucks.	Not against food trucks, but they need to be in the correct location so as not to undermine the investment being made in the Downtown area.	
Opportunity to have a unique family experience with food trucks.	Concern for code enforcement for food trucks.	
Food trucks create diversity that can assist restaurant owners by bringing in new customers and interest into the City of Ormond Beach.		

The April 11, 2019 Planning Board discussion item sought input on several key issues. The key issues are summarized below:

Question 1: Should food trucks on public property be expanded to include sporting events and food truck events?

Current policies: Food trucks are allowed as part of organized special events only.

Potential use of food trucks on public property: This option could allow food trucks on City park facilities such as the Ormond Beach Sports complex, Nova Recreation Center,

or the South Ormond Neighborhood Center. Examples would include sports activities, tournaments and independent food truck rallies. If there is a desire to allow food trucks on public property a separate City policy on how food trucks would be allowed would be required. Individual parks would be reviewed to determine if food trucks can be allowed. Additional questions, such as impacts to existing sports concession stands would also be analyzed in the City policy.

Input received: There were public speakers who encouraged the use of public parks outside of large-scale special events. There were also speakers who were against the use of parks, such as Cassen Park in the Downtown area.

Options:

- A) Yes: Food trucks should be allowed on City property separate of large special scale events. A food truck policy would need to be developed by the city Leisure Services department and approved by the City Commission; or
- B) No: Food trucks should not be allowed on City property other than large scale special events.

Question 2: Should food trucks be allowed on private property?

Current policies: There are very limited allowances of food trucks currently within Ormond Beach that include special events in the North U.S. Highway 1 corridor during certain times of the year and Malted Beverage Producers in the I-1 zoning district.

Public and survey input objections: The primary area of objection of food trucks from the survey and speakers at the Planning Board was within the Downtown Community Redevelopment Agency. There was strong objection that stated allowing food trucks would undercut the investment and future plans within the Downtown area. A food truck operator stated that large employment centers was a desired location for food trucks to operate. To date, staff has not received any requests from private property owners to allow food trucks.

Other jurisdictions regulations: At the April 11, 2019 Planning Board meeting staff was requested to provide additional cities other than the five provided with the packet regarding where food trucks were allowed. Additional jurisdictional regulations regarding food trucks is included in ATTACHMENT 1. Staff has divided the cities as follows: (1) cities that allow food trucks as special events only, (2) cities that allow food trucks at special events and limited areas on private properties, (3) cities that allow food trucks on private and public properties (little restrictions).

- (1) Cities that allow food trucks as special events only: These cities allow food trucks as part of public special event, including festivals and food truck rallies.

- 1. New Smyrna Beach;
- 2. Port Orange;
- 3. Orange City;
- 4. South Daytona;
- 5. Debary;
- 6. Winter Park;

7. Mount Dora; and
8. Thomasville, Georgia.

(2) Cities that allow food trucks at special events and on private properties:

1. St. Petersburg: Allowed in zoning districts that allow retail uses, restaurants, bars including CCT-2, CCS-1, CCS-2, CCS-3, RC-1, RC-2, RC-3, IC(I).
2. Sanford. Distance requirements range from 250' to 500' from restaurants. Prohibited on 1st Street, 2nd Street, and South Sanford Avenue (see map).
3. Delray Beach: Allowed in certain zoning districts: Automotive Commercial (AC), General Commercial (GC), Planned Commercial (PC), Planned Office Center (POC), Planned Commerce Center (PCC), Mixed Industrial and Commercial (MIC), Planned Office District (POD), Mixed Residential Office and Commercial (MROC), Light Industrial (LI), Industrial (I).
4. Jacksonville Beach: Property must be at least 6,000 square feet and contain a principal use or building. One mobile food vendor is allowed for properties 6,000 square feet to one acre and two mobile food vendors allowed for properties over one acre.
5. Titusville: Mobile vendors may be permitted within the CM, SMU, CC, RC and M-1 zoning districts except no business tax receipt will be issued within the downtown mixed-use land use designation.
6. Hollywood: Not allowed in areas of the Beach and or Downtown Districts of the CRA. Distance separation of 200' from any eating establishment.

(3) Cities that allow food trucks on private and public properties:

1. Deland;
2. Holly Hill; and
3. Palm Beach Gardens.

Options:

There is a wide range of potential options to allow food trucks. The current allowance for food trucks is very limited. Potential options include (depending on the option(s) selected, some options could be combined):

1. Maintain the current policies that limit food trucks to Malted Beverage Producers located within the I-1 zoning district and recognized special events;
2. Allow food trucks as an outdoor activity which requires a Special Exception from the property and includes a Planning Board review and City Commission action;
3. Prohibit food trucks within the Downtown Overlay District/CRA except for large scale community events;
4. Allow food trucks along certain major roadways; or
5. Allow food trucks based upon zoning designations (See ATTACHMENT 2).

Question 3: If food trucks are allowed on private property (Question 2), how often should food trucks be allowed?

Options:

There are a wide range of potential options for duration of food trucks available that include:

1. No limit. Food trucks can operate at any one private property seven days a week;
2. A certain number of days per week. One option would be to allow a food truck one day per calendar week. St. Petersburg regulations allows food trucks two days per week on individual private property; or
3. A certain number of days per year. An example would be the city of Deland that allows food trucks 12 days a year on private property.

Question 4: Should there be a distance separation from restaurants?

Current policies: There are very limited allowances of food trucks currently within Ormond Beach that include special events in the North U.S. Highway 1 corridor during certain times of the year and Malted Beverage Producers in the I-1 zoning district. There are no current distance separations from restaurants because food trucks are not generally allowed near restaurants.

Survey input: One action from the February 5, 2019, joint workshop was to obtain input from restaurants. Of the 25 restaurants responding, 20 restaurants stated that there should be a distance separation requirement. There was no common distance separation from the survey. Seven restaurant responses stated there should be a 1,000' separation, two stated 500', and three stated 250' separation.

Other jurisdictional regulations: There is a wide range of distance separation requirements in other jurisdictions regulations as follows:

1. Deland: No separation required;
2. Holly Hill: No separation required;
3. Orlando: Requirement ranges from 250' to 500';
4. Sanford: Requirement specifies 250' prohibited area;
5. St. Petersburg: No separation required within allowed vending area;
6. Fort Pierce: 500' from a similar business and 300' from school, church, and park;
7. Hollywood: No separation required;
8. Titusville: 500' as measured from the property line required;
9. Jacksonville Beach: No separation required;
10. Palm Beach Gardens: No separation required;
11. Delray Beach: No separation required.

Options:

There are a wide range of possible options available that include:

1. No distance separation;
2. 100’;
3. 250’;
4. 500’; or
5. 1000’.
6. Require a distance separation and allow an written exemption for restaurants than desire to host food truck events (as described at the April 11th Planning Board meeting with La’s Bistro)

The distance separation option selected needs to specify if the distance separation is measured from the restaurant’s front door or the property line.

Question 5: Should lunch trucks be allowed? If yes, is the I-1 zoning district appropriate?

Current policies: Lunch trucks, specifically designed to provide quick lunches to major employment centers, are not currently allowed. During the discussion of food trucks for the malted beverage producers, Planning Board members stated that lunch trucks are occurring within the City.

Other jurisdictional regulations: Depending on the allowance of food trucks in a city, a separate provision may or may not be needed for lunch trucks. The City of Orlando’s regulations allows lunch trucks throughout the City in non-residential and non-public zoning districts for a 30-minute time period.

Options: If food trucks are allowed within the City, then there is no need for a separate allowance for lunch trucks. If there is a desire not to allow food trucks in the City, an option would be to allow lunch trucks under certain conditions.

Conclusion: Staff has not re-printed the material provided at the April 11, 2019 meeting. If a hard copy is needed, please notify Planning staff and a hard copy can be provided. This memorandum is provided to further the discussion item regarding Mobile Food Dispensing Vehicles and no recommendation is provided.

Attachments:

Attachment 1: Other jurisdictions food truck regulations

Attachment 2: Sample Mobile Food Dispensing Vehicles LDC amendment taken from the April 11, 2019 staff report

Attachment 3: City zoning districts

ATTACHMENT 1

Other jurisdictions food
truck regulations

Holly Hill

Sec. 114-904. - Food truck services.

Non-residential locations may apply for temporary permits to allow food truck operations subject to compliance with the following conditions. Vacant lots may not host food trucks and food trucks may not serve from public streets and rights-of-way.

- (1) All food truck units shall comply with state requirements for food service and display certification of compliance.
- (2) No discharge of grease or other cooking waste is permitted.
- (3) The property owner is responsible for the provision of trash receptacles and the cleanliness of the service and dining area.
- (4) The property owner is responsible for the provision of restroom facilities.
- (5) No site may host food trucks for more than one day per week. Food truck operations approved as part of a city-sponsored special event or under a special use permit issued per section 114-902 shall not count against the day limitations of this section. (A multiple tenant location is considered one property for purposes of this code provision.)
- (6) Food trucks may not occupy more than 20 percent of the vehicular use area or disrupt parking area operation. Food trucks may not be parked in landscaped areas.
- (7) Temporary dining areas may be provided in association with the food truck operations. The temporary dining area may be located in landscaped areas exclusive of planting beds and landscaped buffers.
- (8) Any music provided shall comply with the city's standard noise ordinance.
- (9) Food trucks may place one supplemental A-frame or similar temporary sign not to exceed six square feet of area.
- (10) Each food truck location shall obtain a permit from the city at least seven days prior to opening for business. A single permit may include multiple business dates. The permit application shall be on a form issued by the city and contain at a minimum the following information:
 - a. Location address.
 - b. Property owner approval.
 - c. Dimensioned sketch of the proposed location showing compliance with the requirements set forth above.

Holly Hill

- d. Proposed date(s) and hours of operation.
- e. Owner contact information.
- f. Vendor contact information.
- g. Photo of the vendor and food truck.
- h. Fees as established by the city commission.

(Ord. No. 2981, § 1, 10-25-16)

Sec. 22-13. - Food trucks.

- (a) *Defined.* The term "food truck" shall mean any vehicle, trailer, or other conveyance or mobile apparatus from which food is prepared and/or sold to the public. Food trucks may not be operated without first obtaining a safety inspection certificate pursuant to this section, or a special event permit issued pursuant to the city's special event permitting procedures.
- (b) *Permitted locations.* Food trucks shall only be permitted to sell food to the public on a parcel of property for which a food truck site permit has been issued pursuant to section 22-14 of the DeLand Code of Ordinances.
- (c) *Fire safety inspection/fire safety inspection certificate.* Food truck operators desiring to operate within the corporate limits of the City of DeLand must complete an application on a form provided by the community development department and undergo an annual fire safety inspection administered by the city's fire department. In the event that the city determines that a food truck cannot safely be operated within the city from a fire safety perspective, then the city shall provide the food truck operator with a written explanation setting forth specifically what requirements the food truck operator must comply with in order to be granted permission to operate the food truck in the City of DeLand. Upon satisfactory completion of each annual fire safety inspection, the city shall issue the food truck operator a fire safety inspection certificate.
- (d) *Display of fire safety inspection certificate.* The fire safety inspection certificate issued pursuant to this section shall be prominently displayed on or in the food truck such that city officials can readily verify that the food truck is being properly operated within the City of DeLand.

(Ord. No. 2014-13, § 3, 4-21-14)

Sec. 22-14. - Food truck site permits.

- (a) *Defined.* The term "food truck site permit" shall mean a permit issued to an owner or lessor of a parcel of real property located within the corporate limits of the City of DeLand which specifically authorizes the operation of a food truck, which is properly authorized to conduct business within the City of DeLand pursuant to section 22-13 of the Code of Ordinances, on said parcel for a maximum of 12 days during a calendar year.
- (b) *Food truck site permit requirements.* The following requirements must be met in order

to obtain a food truck site permit pursuant to this section:

- (1) The applicant, if not the property owner, shall provide the chief building official with written authorization from the property owner, which authorization shall be duly sworn and notarized.
- (2) The applicant shall submit a detailed site plan which shows, at a minimum, each of the following elements:
 - a. The existing site, including but not limited to buildings, parking areas, driveways and other vehicle movement areas, and landscape areas.
 - b. The proposed location of the food truck on the site, parking areas for patrons, places where patrons will eat, trash receptacles and rest room facilities.
 - c. Any other information deemed necessary by the planning director in order to ensure that the operation of the food truck will not interfere with the operation of the principal use on the site, or otherwise cause a violation of the land development regulations applicable to the site.
 - d. Any other information required by the planning director, chief building official or fire marshal.
- (c) *Site permit review.* The planning director, chief building official and fire marshal, or any one or more of their designees, shall review the application and determine whether a food truck can be safely operated as requested. The city may place any conditions on the food truck site permit that are reasonably necessary to ensure the safe operation of a food truck and to ensure that operation of the food truck does not create a nuisance to adjoining properties. Within 20 days of submittal of a complete application, the planning director shall either issue the food truck site permit, including any appropriate conditions, or deny the application for the food truck site permit. If the food truck site permit is denied, the planning director shall notify the applicant in writing of the reasons for denial.
- (d) *Operation of food truck pursuant to food truck site permit.* At least two business days prior to the operation of a food truck on a particular parcel of property pursuant to a food truck site permit, either the food truck operator or holder of the food truck site permit shall notify the planning director or his designee of the identity and hours of operation for the upcoming food truck operation. The fire marshal or other city official may inspect the food truck and the site prior to commencement or during operation of the food truck. In the event that the fire marshal or other city official determines that

DeLand

operation of the food truck poses a risk to the public, the fire marshal or other city official may prohibit, or order the immediate cessation of, operation of the food truck. The authority granted herein is supplemental to any other authority vested in the fire marshal and any other city official pursuant to any other provision of law.

(Ord. No. 2014-13, § 4, 4-21-14)

Thomasville, Mount Dora, and Winter Park

8.B.b

Spraker, Steven

From: Kornel, Laureen
Sent: Saturday, April 13, 2019 6:51 AM
To: Spraker, Steven
Subject: Thomasville, Mount Dora, Winter Park

Aloha,

I have contacted Winter Park, Mount Dora and Thomasville, GA. None of those three cities have food trucks codified in their codes. Here are their responses:

1. Thomasville:

Good Afternoon Laureen,

Happy Friday! Unfortunately Thomasville does not have any regulations specifically for food trucks. However, we have recently contracted with Dover Kohl and Partners out of Miami to assist us in writing a new Unified Development Ordinance, where we hope to clarify the issue of food trucks, as well as other ROW issues we have with private use of public space. Currently we only allow food truck vendors on public space during City or non-profit sponsored events. Please let me know what you find out, as I would love to bring more food trucks to Thomasville.

Thank you,

J. Kenneth Thompson

City Planner | City of Thomasville | Planning
Office: (229) 227-4118 | Fax: (229) 227-3268
411 West Jackson Street | P.O. Box 1540 | Thomasville, GA | 31799

2. Mount Dora

Good Afternoon,

The City of Mount Dora does not allow food trucks other than on the monthly food truck rally as a special event. The City's Land Development Code is written to state that if a use does not fall under a permitted or conditional use than that use is prohibited.

Best regards,

Shelby Eldridge

Planner



510 N. Baker Street
Mount Dora, FL 32757

352-735-7100 ext. 1712
eldridges@cityofmounddora.com

Laureen,

You are correct, we do not have our food truck regulations codified. The Parks department and Fire departments are mostly the ones who deal with food trucks, especially at our farmer's market.

Have a good weekend!



City of Winter Park
401 Park Ave. South
Winter Park, FL. 32789
cityofwinterpark.org

Allison McGillis

Senior Planner

Planning & Community
Development

**MEMORANDUM**

DATE: May 20, 2013 City Council Meeting

TO: Mayor Dyer and City Commissioners

FROM: Dean Grandin, Planning Official

SUBJECT: Temporary Use Permit - LDC2012-00308
Mobile Food Vending: Food Trucks, Food Carts and Lunch Trucks

A. Recommendation

1. Approve a city-wide Temporary Use Permit allowing Mobile Food Vending (Food Trucks, Food Carts and Lunch Trucks) on private property under a two-year pilot program.
2. Authorize the Planning Official to review and approve individual Mobile Food Vendors through a Planning Official Determination.
3. Temporarily waive application fees for Planning Official Determinations concerning Mobile Food Vendors for a period of 90 days from approval of this Temporary Use Permit; thereafter a \$50 per truck/cart fee would apply.

B. Need

1. Mobile Food Vending has become a local and national phenomenon, bringing activity and vitality to commercial districts and special events alike.
2. Approximately 25 Food Trucks (one type of Mobile Food Vendor) currently operate throughout the city.
3. Food Trucks operate either alone or in groups, typically on an underutilized portion of an existing parking lot in commercial zoning districts; they also operate occasionally at special events in residential districts at churches and schools.
4. Some Food Truck operators would prefer to operate within the street right-of-way, from on-street parking spaces.
5. Orlando regulations prohibit the sale of food and merchandise on city streets and sidewalks, except where specifically approved by City Council (Sec 54.27-1).
6. Orlando regulations prohibit the sale of food and drink within public parks, recreation areas and facilities, except under a current concession agreement approved by the city (Sec. 43.44).
7. Orlando regulations prohibit parking on any public or private street, public parking lot or any other public property for the purpose of advertising or selling merchandise (Sec. 39.22).
8. "Mobile Food Vendor" is not listed as a separate use in the City of Orlando Land Development Code. Therefore, Mobile Food Vending has been interpreted up until now as an "Intensive Retail" use, allowed by right in limited zoning districts (Mixed Use, Industrial, AC-3 or as a Conditional Uses in other Activity Centers).

C. Process

Staff is recommending, after considerable review of the issue, that Mobile Food Vendors be allowed throughout the City under the following approval process:

1. City Council approves citywide Temporary Use Permit for Mobile Food Vending.
2. Vendors obtain a license from the Florida Department of Business and Professional Regulation's Division of Hotels and Restaurants.
3. If operating on private property, Vendor obtains notarized letter from private property owner granting permission to operate on that owner's property.
4. Vendor acknowledges: "You are prohibited from conducting business on any public streets, sidewalks, rights-of-way or in any public parks." This restriction includes any sites that are partially located on the right-of-way, or require their customers to be upon the right-of-way to be served.
5. If wishing to operate within the public right-of-way or property, vendors must be ancillary to an 18A special event, obtain a concession agreement on all other public property (e.g. parks), or is a vendor participating under a right-of-way utilization agreement for a closed street (e.g. Church Street District).
6. Vendor applies for a Planning Official Determination. Application must include:
 - a. A copy of the Vendor's county Business Tax Receipt.
 - b. A copy of the Vendor's state license.
 - c. A general site plan of the typical operation, including the Vendors' home address, the name or location of the Vendor's commissary, planned locations for the Vendor's operations, the location where the vehicle will be stored, and photos of the vehicle and any associated signage.
7. Vendor obtains a Business Tax Receipt (BTR) to operate in the City of Orlando, per Chapter 36 of the City Code.

D. Standards and Conditions

1. Definitions

- a. Food Truck. A vehicle (including trailers) operated by a mobile food vendor to prepare and sell food at multiple locations, typically operating at one location for more than 30 minutes.
- b. Food Cart. A mobile food vendor that sells pre-packaged food, such as hot dogs or boiled peanuts from a movable, non-motorized cart.
- c. Lunch Truck. A vehicle operated by a mobile food vendor to sell pre-packaged food, such as ice cream and sandwiches, at multiple locations, typically operating at one location for less than 30 minutes.

2. *Locations*

- a. Lunch Trucks are allowed throughout the City of Orlando in any non-residential or non-public zoning district, except in the Downtown Core area shown on Exhibit "A." Lunch Trucks may not operate at the same location more than 30 minutes in any 6 hour period.
- b. A particular private property may host Food Trucks and/or Food Carts one day per week within the following districts, as shown on Exhibit "A". If a Main Street sponsors and advertises a special event with Mobile Food Vendors, it shall not count toward the one day per week allocation for a particular property:
 - i. Orlando Main Street Districts (Downtown South, Ivanhoe Village, College Park, Mills/50, Audubon Park, and Thornton Park),
 - ii. The Washington Shores Special Plan area,
 - iii. The Milk District,
 - iv. Regional retail shopping centers (Colonial Plaza, Fashion Square, Millenia, Premium Outlets, and Festival Bay Malls), and
 - v. The Downtown Community Redevelopment Area except for the Downtown Core (refer to inset map on the attachment).

The location in the above areas must be within a zoning district that allows Eating & Drinking Establishments.

3. *Additional Locations and Restrictions*

- a. Food Carts may be allowed on properties in non-downtown activity centers under covered structures, such as an arcade, at home improvement and similar stores daily, where the use is clearly incidental to the primary use.
- b. When not in operation, all mobile food vendors must leave the site and return to their commissary and storage facility. They shall not be left unattended.
- c. All mobile food vendors must locate on a property that has a legal principal use, and an improved surface (e.g. parking lot).

4. *Permanent Food Trucks, Food Trailers, etc.* If a food truck, trailer, or other such installation wishes to permanently remain on a property, it shall do so as an "Intensive Retail" (i.e. outdoor) use, only permitted in those zoning districts where such uses are allowed. All requirements of the Land Development Code apply (parking, landscaping, required building code matters, change of use to a higher intensity class, etc.).

5. *Special Events.*

- a. The City may authorize food trucks and food carts in the public right-of-way as part of a special event under the issuance of a Chapter 18A public assembly permit. Food trucks and carts must be ancillary to the special event. In the Downtown Core, the Church Street District is allowed vendors, including Food Trucks, as part of its approved right-of-way utilization agreement or any other City permitted special event. The future Performing Arts Center Plaza is also allowed vendors under a concession agreement.

- b. Rights-of-way under jurisdiction of the Florida Department of Transportation (FDOT) require additional permits from the FDOT District 5 offices. Typically, the right-of-way is required to be closed to vehicular traffic.
 - c. The City may also authorize mobile food vendors at special events for schools, religious institutions and benevolent organizations. Within residential zoning districts, such special events are limited to twice a year.
6. *Downtown Core Area Restrictions.* Mobile Food Vending is prohibited on private or public properties and on street rights-of-way within the Downtown Core area shown on Exhibit "A," except as follows:
- a. A single Food Cart is allowed within improved pedestrian plazas of at least 0.10 acres. Available locations include the Chase Plaza, Suntrust Plaza, 55 and 54 West, Wells Fargo/Morgan & Morgan, Seaside/Signature Plaza with the permission of the property owner.
 - b. Food Carts may be allowed in public properties and in parks/plazas within the Downtown Core area under a concession agreement, if approved by the City Council. Locations include the City Commons Park, Heritage Park, Amway Center Plaza, and future Performing Arts Center Plaza.
 - c. Food Trucks and Carts may be utilized as vendors in the public right-of-way of Church Street as part of a Church Street District's right-of-way utilization agreement, a valid concession agreement or other special event. Also, such vendors are allowed in the West Washington Street expansion of Lake Eola Park and on the periphery of the Performing Arts Center Plaza through the appropriate concession agreement.
- Food Carts in the above areas may be located there daily, and are thus not restricted to once a week (but may be limited by a concession agreement). However, they are limited to operating at any single location up to eight hours in a 24 hour period of time, and must be removed when not in operation. All mobile food vendors in the Downtown Core must be set back a minimum of 5 feet from any rights-of-way (unless the particular right-of-way is closed to vehicular traffic) and are subject to appearance review by the Architectural Review Board of the Downtown Development Board. If within a Historic District, a minor review is required by the Historic Preservation Officer.

E. Operating Conditions for all Mobile Food Vendors

- 1. All Mobile Food Vendors must be located on a paved parking area; within the Downtown Core on private property, they must be located within a paved pedestrian plaza – and not unimproved property.
- 2. May not damage required landscaping (bufferyards, parking lot landscaping).
- 3. Must be setback from adjacent residential districts a minimum of 40-feet without a bufferwall, and minimum 15-feet with a concrete bufferwall.
- 4. May not be located within 5 feet of any right-of-way or public sidewalk.
- 5. May not disrupt vehicular or pedestrian circulation for ingress and egress to the property.

6. May not locate or block access to required parking for a simultaneously operating business on the property according to the City's parking requirements. Sites that do not have excess parking during the operation of the primarily uses are not be eligible for mobile food vending.
7. Must comply with all regulations in the Land Development Code, such as signage and setbacks.
8. Food Trucks, Lunch Trucks and Food Carts shall not sell alcohol unless specifically approved as part of an 18A special event permit or other permit approved by the Police Department, and must comply with Land Development Code restrictions for the sale of alcohol near schools and churches.

F. Maintenance

Mobile Food Vendors shall comply with the following operating standards:

1. All operations must be contained within the approved vending vehicle, as permitted by the State of Florida Department of Business and Professional Regulation's Division of Hotels and Restaurants; however, a maximum of two coolers are allowed for beverages external to the vending vehicle or cart.
2. Vendor is responsible for the proper disposal of trash and waste associated with the operation. Vendor shall provide adequate trash receptacles for use by its customers. Vendors shall remove all waste and trash from their location at the end of each day/visit or as needed. The vendor must keep clean all areas of the subject property, and public rights-of-way within twenty-five (25) feet of the subject property, including grease, trash, paper, cups, coolers, or cans associated with the vending operation beyond twenty-five feet. This includes emptying city trash receptacles on the public rights-of-way that contain debris from the operation within twenty-five feet of the property.
3. Non-styrofoam packaging and cups must be used for serving containers. Styrofoam is not allowed for mobile food vending within the City of Orlando. Recycling receptacles must be provided for any packaging that is recyclable, if present.
4. Liquid waste or grease may not be disposed of in tree wells, storm drains, or onto the sidewalks, streets, or other public space. The vendor is responsible for removal of grease and liquid waste from the sidewalk and street surfaces resulting from its operation, or the unloading and loading of food carts. The vendor shall comply with all state laws for servicing the vehicle or cart for waste water and grease disposal, including commissary requirements.
5. If at any time the State revokes, suspends or expires the issued food vending permit, the Planning Official Determination for the Vendor under this pilot program is revoked or suspended simultaneously.

6. The Mobile Food Vendor is liable for all damages and repairs to the streetscape, trees and vegetation, sidewalks, streets, or other public amenities that relate to its operation.
7. Vehicles shall not “hop” curbs or perform any other illegal traffic maneuvers.

G. Duration

1. This pilot program shall be effective for two years from the date approved by City Council. The Planning Official may approve a one-year extension.
2. The Planning Official may revoke approval granted under a Planning Official Determination for an individual operator for non-compliance with any conditions of the pilot program.
3. The Planning Official shall report semi-annually to the Chief Administrative Officer on the effectiveness of the program.

Use Table: Where Mobile Vending is allowed in Non-Residential Zoning Districts

	Main Street	CRA Outside Core	Regional Mall	Schools/ Churches*	Downtown Core	ROW/ Sidewalks	Special Event: ROW or Park	Park: Occasional or Permanent
Food Trucks	Allowed	Allowed	Allowed	Allowed	Not** allowed	Not allowed	18A Permit	Concession Agreement
Lunch Trucks	Allowed	Allowed	Allowed	Allowed	Not allowed	Not allowed	18A Permit	Concession Agreement
Food Carts	Allowed	Allowed	Allowed	Allowed	Allowed in plaza	Not allowed	18A Permit	Concession Agreement

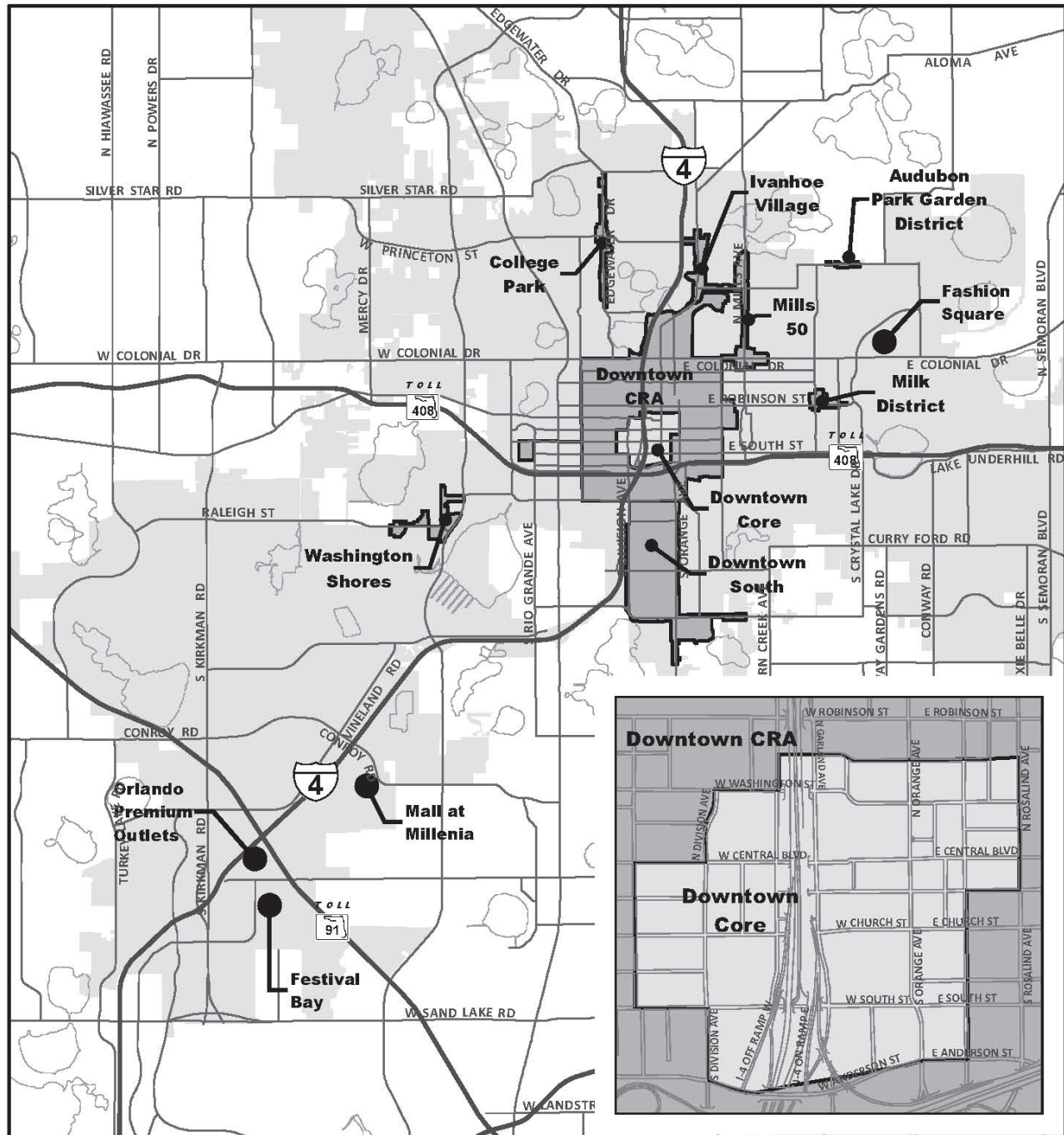
* Allowed at Schools/Churches, except up to twice a year in residential zoning districts.

**May be allowed on Church Street as part of the right-of-way utilization agreement for vendors with the Church Street District or any other Special Event approved by the City, and Performing Arts Center plaza as part of a concession agreement.

Orlando

Exhibit A

Food Trucks



LEGEND

0 0.5 1 2 Miles

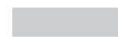
City of Orlando, Economic Development Department
Transportation Division, August 2012



Food Truck Area



Food Truck Mall



City of Orlando Jurisdiction



Sec. 5.4. - Temporary Uses and Structures.

- A. **Purpose.** This section allows for the establishment of certain temporary uses (including special events) of a limited duration and temporary structures, provided that such uses, structures, and events do not negatively affect adjacent land, are discontinued upon the expiration of a set time period, and do not involve the construction or alteration of any permanent building or structure.

5. *Temporary Use/Structure Table for Residential, Business, Industrial, Tourist, and Specialty Districts.*

Table 5.4.B.5: Temporary Use/Structure Table for Residential, Business, Industrial, Tourist, and Specialty Districts ✓ = Temporary Use/Structure allowed without a Temporary Use Permit T = Temporary Use/Structure allowed with a Temporary Use Permit Blank Cell = Prohibited Temporary Use/Structure																						
Temporary Use/ Structure Type	Residential Districts				Business Districts					Industrial Districts					Tourist Districts				Specialty Districts			Use- Specific Standards
	SFR-5	MFR-12	MFR-20	MFR-40	RP	OP	BP	BR-1	BR-2	BA	M-1	M-2	M-4	M-5	T-1	T-2	T-4	T-5	AG	HM	MS	
Farmers' market				T			T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	5.4.C.1
Garage or yard sale	T	T	T	T	T																	5.4.C.2
<u>Mobile Food Vending 1</u>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Outside temporary promotional activity (TPA)						T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	5.4.C.3
Special event	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	5.4.C.4
Temporary construction-related structure or facility	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	5.4.C.5
Temporary factory-fabricated transportation building	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	5.4.C.6
Temporary mobile/manufactured home/trailer living unit	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	5.4.C.7
Temporary model sales home/unit	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	5.4.C.8
Temporary not-for-profit carwash			✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	5.4.C.9
Temporary off-street event parking						✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	5.4.C.10
Temporary outside activities associated with a festival	Allowed in all districts with City Commission approval—see Section 5.4.C.11																					
Temporary overnight parking (RVs only)											T	T	T	T								5.4.C.15

Daytona Beach (PB Proposed)

Temporary portable storage unit	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	5.4.C.12
Temporary redevelopment project parking lot																					5.4.C.13
Temporary use of an accessory structure as a principal dwelling after a catastrophe	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	5.4.C.14
NOTE: <u>1. See Code of Ordinances regarding regulations for Mobile Food Vending.</u>																					

6. Temporary Use/Structure Table for Redevelopment Districts.

Table 5.4.B.6: Temporary Use/Structure Table for Redevelopment Districts																										
√ = Temporary Use/Structure allowed without a Temporary Use Permit																										
T = Temporary Use/Structure allowed with a Temporary Use Permit																										
Blank Cell = Prohibited Temporary Use/Structure																										
Temporary Use/ Structure Type	Beachside											Downtown							Midtown						Use-Specific Standards	
	RDB-1	RDB-2	RDB-3	RDB-4	RDB-5	RDB-6	RDB-7	RDB-8	RDB-9	RDB-10	RDB-11	RDD-1	RDD-2	RDD-3	RDD-4	RDD-5	RDD-6	RDD-7	RDM-1	RDM-2	RDM-3	RDM-4	RDM-5	RDM-6		
Farmers' market																									5.4.C.1	
Garage or yard sale						T	T			T	T					T	T								5.4.C.2	
Mobile Food Vending 1	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	
Outside temporary promotional activity (TPA)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	5.4.C.3	
Special event	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	5.4.C.4	
Temporary construction-related structure or facility	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	5.4.C.5	
Temporary factory-fabricated transportation building																									5.4.C.6	
Temporary mobile/manufactured home/trailer living unit																									5.4.C.7	
Temporary model sales home/unit	T				T						T		T	T	T	T		T		T		T	T	T	5.4.C.8	
Temporary not-for-profit carwash													√	√		√	√	√	√	√	√	√	√	√	5.4.C.9	
Temporary off-street event parking																									5.4.C.10	
Temporary outside	Allowed in all districts with City Commission approval—see Section 5.4.C.11																									

activities associated with a festival																									
Temporary portable storage unit	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	5.4.C.1 2
Temporary redevelopment project parking lot	T				T			T																	5.4.C.1 3
Temporary use of an accessory structure as a principal dwelling after a catastrophe						✓	✓			✓							✓					✓			5.4.C.1 4

NOTE:
1. See Code of Ordinances regarding regulations for Mobile Food Vending.

7. Temporary Use/Structure Table for Planned Development and Overlay Districts.

Table 5.4.B.7: Temporary Use/Structure Table for Planned Development and Overlay Districts																	
✓ = Temporary Use/Structure Allowed without a Temporary Use Permit																	
T = Temporary Use/Structure Allowed with a Temporary Use Permit																	
PD Districts: Blank Cell = Prohibited Temporary Use																	
Overlay Districts (Only Modifications of Underlying Base District Use Standards Are Shown):																	
X = Prohibited Temporary Use																	
Temporary Use/ Structure Type	Planned Development Districts		Overlay Districts														Use- Specific Standards
	PD-G	PD-RD	His- toric	Transitional				Airport		Other							
HO				TA	TB	TC	TD	AHO	ANO	STO	WO	EPO	NRO	E-Zone	AO	ISBGO	
Farmers' market	T	T															5.4.C.1
Garage or yard sale	T	T															5.4.C.2
Mobile Food Vending 1	✓	✓															
Outside temporary promotional activity (TPA)	T	T															5.4.C.3
Special event	T	T															5.4.C.4
Temporary construction-related structure or facility	✓	✓															5.4.C.5
Temporary factory-fabricated transportation building	✓																5.4.C.6
Temporary mobile/manufactured home/trailer living unit	✓																5.4.C.7
Temporary model sales home/unit	✓	✓															5.4.C.8
Temporary not-for-profit carwash	✓	✓															5.4.C.9
Temporary off-street event parking	✓	✓															5.4.C.10
Temporary outside activities associated with a festival	✗	✗															5.4.C.11
Temporary portable storage unit	✓																5.4.C.12
Temporary redevelopment project parking lot		T															5.4.C.13

Temporary use of an accessory structure as a principal dwelling after a catastrophe	✓	✓																5.4.C.14
NOTE: 1. See Code of Ordinances regarding regulations for Mobile Food Vending. 12. Allowed with City Commission approval.																		

Chapter 103 - Mobile Food Vendors

Sec. 1. Purpose.

- (a) The purpose of this article is to establish licensing procedures and governing regulations for mobile food vending businesses operating within the city.
- (b) It is also the purpose of this article to enhance business activity within the city, reduce vehicular traffic, and increase pedestrian mobility, by providing local and transient fresh produce and food service establishments accessible to the public and the city's workforce.

Sec. 2. Mobile Food Vending.

(a) *Applicability.*

- i. The standards within this section shall apply to mobile food vending in the City, except as provided by subsection [ii] below.
- ii. *Exemptions.* Mobile food vending associated with a *Special Event* or a *Temporary Outside Activity Associated with a Festival* shall not be subject to the standards in this section, provided the city has approved such activities in accordance with *Section 5.4.C.5 – Special Events* or *Section 5.4.C.11 - Temporary Outside Activity Associated With a Festival*, of the Land Development Code.

(b) *Definitions.*

- i. *Food Trailer.* An attached or detached trailer that is equipped with facilities for vending fresh produce, or preparing, cooking or selling various types of food products.
- ii. *Mobile Food Vending.* The sale of food, including mobile produce vending, as well as prepared foods, from a mobile food vendor vehicle or food trailer.
- iii. *Mobile Food Vendor.* Any person selling food from a mobile food vendor vehicle or food trailer.
- iv. *Mobile Food Vending Site.* A parcel of privately owned real property on which the Mobile Food Vendor intends to establish, or has established, operations from a mobile food vendor vehicle or food trailer.
- v. *Mobile Food Vendor Vehicle.* A self-contained, motorized vehicle-mounted food service unit that is used for vending fresh produce, or preparing, cooking, or selling various types of food products.
- vi. *Mobile Produce Vending.* The exclusive sale of produce from a mobile food vendor vehicle or food trailer. The “exclusive sale of produce” means that a substantial portion of

the mobile produce vendor's product and sales is fresh, unprepared and uncooked, produce including but not limited to the sale of raw fruits and vegetables.

(c) *Location and Operational Requirements.*

- i. Mobile food vending shall not occur on private property unless the Mobile Food Vendor has written consent from the property owner.
- ii. Mobile food vending shall not occur on private property developed with a single-family or duplex dwelling.
- iii. Mobile food vending shall not occur within 250 feet of private property developed with a single-family or duplex dwelling as measured from the mobile food vendor to the closest exterior wall of the residential dwelling improvement, unless the mobile food vendor has written consent from the owner. This section shall not apply to mobile produce vending or properties containing a place of worship.
- iv. Mobile food vending is prohibited in all areas of the right-of-way. This restriction shall not apply to mobile produce vending subject to the restriction in section vi below.
- v. Mobile food vending shall not occur within 250 feet of the edge of pavement for the following streets:
 - a. Atlantic Avenue
 - b. Seabreeze Boulevard
 - c. Oakridge Boulevard
 - d. Main Street
 - e. East International Speedway Boulevard
 - f. Beach Street – North of Orange Avenue and South of Fairview AvenueThis restriction shall not apply to mobile produce vending or properties containing a place of worship.
- vi. Mobile produce vendor vehicles or produce food trailers may stop, stand, or park in any area of the right-of-way not provided for vehicular travel (e.g. street-side parking areas). Blocking of vehicular traffic by a mobile produce vendor is prohibited.
- vii. Mobile food vending shall not occur within 250 feet of a licensed eating establishment, as measured from the mobile food vendor to the entrance of the establishment, during the hours of operation of the establishment, unless the Mobile Food Vendor has written consent from the owner. This restriction shall not apply to mobile produce vending, or to mobile food vending on private property improved with a licensed eating establishment.
- viii. Mobile produce vending shall not occur within 500 feet of a licensed grocery store or produce stand, as measured from the mobile produce vendor to the entrance of the establishment, during the hours of operation of the establishment, unless the mobile produce vendor has written consent from the owner. This restriction shall not apply to mobile produce vending on private property improved with a licensed grocery store or produce stand.

- ix. Mobile food vending shall not be located so as to block vehicular visibility at all street intersections and driveway access points.
- x. A mobile food vendor vehicle or food trailer shall not be placed in any location that impedes the ingress or egress of other businesses, building entrances, emergency building exits, loading zones, or handicap accessible parking spaces. The mobile food vendor vehicle shall not be placed on unimproved surfaces.
- xi. Mobile food vending shall not occur on public property unless the mobile food vendor has written consent from the government entity owning the property.
- xii. Mobile produce vending shall not occur on right-of-way owned and controlled by another jurisdiction unless the mobile produce vendor has written consent from the other government entity.
- xiii. *Vacant and/or Unimproved Lots.* It shall be prohibited for mobile food vending to occur on any vacant or unimproved lot or property.
- (d) *Hours of Operation.* Mobile food vending shall not be allowed to operate on any single property for more than 8 hours in a 24 hour period. The mobile food vendor must be present at all times during hours of operation. At the end of each business operation, the mobile food vendor shall remove the mobile food vendor vehicle or food trailer and all materials associated with the business from the mobile food vending site.
- (e) *Sales Area.* A mobile food vendor's sales area shall not exceed the area of two (2) standard parking stalls (18' x 38'), or approximately 400 square feet, subject to the following additional standards and conditions:
 - i. A mobile food vendor operating at a mobile food vending site for more than three hours shall confirm that employees have access to a flushable restroom within 150 feet of the vending location during the hours of operation.
 - ii. A mobile food vendor shall be equipped with a suitable trash container readily accessible to the public, in which customers may deposit any litter, trash, or waste related to the vendor's sales. Prior to moving a mobile food vendor vehicle or food trailer from a mobile food vending site, a mobile food vendor shall pick up and remove all litter, trash, and waste related to the mobile food vendor's sales within 100 feet of the sales area. The mobile food vendor shall not use City trash receptacles for such pickup and removal.
 - iii. All mobile food vendors are required to comply with the City's Illicit Discharge Detection and Elimination Ordinance, as provided in Section 7.2.N of the LDC.
- (f) *Storage and Parking.* Outside of the hours of operation, a mobile food vendor vehicle or food trailer may not be stored on the mobile food vending site. If stored on private property

Daytona Beach (PB Proposed)

within the City, the mobile food vendor vehicle or trailer must meet all applicable City codes and ordinances regulating commercial vehicle parking. Mobile food vendor vehicles and food trailers may not be stored, parked, or left overnight on any public street or sidewalk.

- (g) *Condition of Vehicles and Trailers.* A mobile food vendor vehicle or food trailer shall not be used for vending a product unless it is designed and constructed specifically for such purpose. All exterior body work of any mobile food vendor vehicle, food trailer, or motor vehicle used to transport a food trailer, shall be maintained in good and clean condition and free of substantial scratches, chips, rust, dents, abrasions, or excessive wear or damage.
- (h) *Merchandise.* The selling of non-food or drink items shall be limited to incidental sales of merchandise displaying the mobile food vendor company logo and/or branding. No items may be displayed outside of the vehicle.
- (i) *State Vehicle and Trailer Registration.* Mobile food vendor vehicles and food trailers shall be registered as required by state law.
- (j) *Equipment.* It is prohibited and unlawful for a mobile food vendor to operate any mobile food vendor vehicle or food trailer on a public roadway unless the vehicle is equipped as required by state law.
- (k) Mobile Food Vendor Vehicles must comply, as applicable, with the standards specified by Chapter 5K-4.002, Florida Administrative Code, and the U.S. Food and Drug Administrative 2001 Food Code, as such codes may be amended from time-to-time.
- (l) *Prohibited on Non-Compliant Properties.* A mobile food vending site may not be located on private property upon which uncorrected code violations exist, or which is under citation for code violations.
- (m) *Compliance with Laws.* It is prohibited and unlawful for a mobile food vendor to fail to comply with all state and city traffic and parking, and stopping and standing laws, codes, ordinances, rules and regulations.
- (n) *Mobile Food Vendor License Required.*
 - i. Except as expressly provided in this section, it shall be unlawful for any person to engage in business as a mobile food vendor within the city without first obtaining a mobile food vendor license from the city. Upon being granted a mobile food vendor license, the vendor must comply with the affirmative mandates of this article, and must not violate the prohibitions regarding sales, operations, locations, and restrictions contained therein. The failure to do so may result in the revocation or suspension of the mobile food vendor license.
 - ii. A mobile food vendor license fee in the amount of \$100.00 for each mobile food vendor vehicle or food trailer to be operated by a mobile food vendor shall be paid prior to the

issuance of a license. The fee may be modified from time-to-time by resolution adopted by the city commission.

- iii. Every mobile food vendor license issued under the provisions of this article shall expire on February 6, 2020 pursuant to the sunset provision in section 3 below.

(o) *Indemnification of the city; Insurance.* Prior to the issuance of a mobile food vendor license:

- i. The applicant shall furnish the city with a signed statement on a form provided by the city that the licensee shall hold harmless the city, its officers, officials, employees and agents and shall indemnify the city, its officers, officials, employees and agents for, from and against any and all claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the Mobile Food Vendor License.
- ii. The mobile food vendor licensee shall furnish to the city and maintain Commercial General Liability Insurance including food products liability, products and completed operations, and property damage liability from all claims and damage to property or bodily injury including, but not limited to, death, which may arise from operations under the mobile food vendor permit or in connection therewith. Such insurance shall provide coverage of not less than \$1,000,000.00 for bodily injury, property damage, or any claims or injuries respectively per occurrence. If insurance is provided with an annual aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured the city, its officers, officials, employees and agents, and shall further provide that the policy shall not terminate or be cancelled prior to the completion of the mobile food vendor license period without 45 days' written notice to the city at the address shown in the permit. The applicant shall provide proof of necessary insurance prior to receiving the Mobile Food Vendor License.

(p) *Licensing Requirements.*

Applications for mobile food vendor licenses shall be made on forms furnished by the city and which application when completed shall, at a minimum, contain:

- i. The applicant's full name and residential address;
- ii. The business name under which the applicant will be operating and the business address, if applicable;
- iii. If the applicant is a corporation or other business entity, whether the applicant is registered to do business in Florida;
- iv. A brief description of the type of mobile food vendor vehicle or food trailer to be utilized;
- v. The license or registration number of each mobile food vendor vehicle or food trailer from which sales will be made (if licensed to travel on public roads);

Daytona Beach (PB Proposed)

- vi. The applicant must provide proof that all other appropriate state and local licenses and permits have been acquired at the time of issuance of the mobile food vendor license.
- vii. The applicant must provide proof that all appropriate taxes (such as the local business tax) have been paid at the time of issuance of the mobile food vendor license. The business tax receipt issued by the city must be displayed by the permittee when conducting mobile food service operations.

(q) *Violation and Penalties; License Revocation.*

Any person violating this chapter may be punished as provided in section 1-14 but will not be subject to imprisonment. Upon imposition of a third offense the mobile food vendor license issued pursuant to this section shall be revoked. A mobile food vendor who has had his or her license revoked shall not be allowed to reapply for a mobile food vending license for a period of 90 days after the effective date of such action. Alternatively, the code enforcement board and special magistrates will have jurisdiction to enforce these provisions pursuant to F.S. ch. 162, and any person determined to be in violation will be subject to penalties and remedies available as provided by law.

MOBILE FOOD TRUCKS

Application No. _____



Included in this packet:

1. List of Required Submittals
2. Application Form
3. Information Sheet
4. Downtown Map

List of Required Submittals

Only complete applications will be accepted:

- ☐ Completed application form
- ☐ Application fee (\$170 first year, \$85 annual renewal fee)
- ☐ Department of Business and Professional Regulation
Division of Hotels and Restaurants, or Florida Department of
Agriculture, "License" for mobile vending
- ☐ Proof of Insurance
- ☐ Photographs of the mobile food truck depicting all sides of the
vehicle (for new applications)
- ☐ Vehicle Identification Number (VIN)

Supplemental Information

- Visit <http://www.myfloridalicense.com/dbpr/hr/index.html> for the most current regulations from Florida Division of Hotels and Restaurants.
- Visit <http://www.freshfromflorida.com/Divisions-Offices/Food-Safety> for the most current regulations from Florida Division of Food Safety (Agriculture).

Note: Obtaining an annual mobile food truck permit does not exempt the holder from complying with all requirements of City Code Section 16.50.440.

These regulations exclude a contractual or other private arrangement between a mobile food truck and an individual or group that wishes to have food catered to a specific location and which is not open to the public.

Planning and Economic
Development Department

Development Review
Services Division

<http://www.stpete.org/LDR>

City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33713
727 - 893-7471

Last Updated: 9-14-2016



MOBILE FOOD TRUCKS

Application No. _____

All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg's Planning and Economic Development Department, located on the 1st floor of the Municipal Services Building, One Fourth Street North, St. Petersburg, Florida.

GENERAL INFORMATION

Name of Applicant:

Street Address:

City, State, Zip:

Telephone No:

Email Address:

Website:

VEHICLE INFORMATION

Business Name:

Vehicle Identification Number (VIN):

State License, No. for Mobile Food Dispensing Unit:

State License, Date Issued:

State License, Expiration Date:

REQUEST

To operate on private property: ☐ Yes ☐ No

To operate on public rights-of-way: ☐ Yes ☐ No

AUTHORIZATION

By signing this application, the applicant affirms that all information contained within this application packet has been read and that the information on this application is accurate. The applicant certifies that he/she has read City Code Section 16.50.440 regulating the operation of mobile food trucks and understand that issuance of an annual mobile food truck permit does not exempt the holder from complying with all requirements of the City Code. Filing an application does not guarantee approval.

NOTES: 1) It is incumbent upon the applicant to submit correct information. Any misleading, deceptive, incomplete or incorrect information may invalidate your approval.

Signature of Applicant: _____ Date: _____

OFFICIAL USE ONLY

PRE-APPROVED	TYPE OF TRUCK	FINAL APPROVAL
Requires Pre-Approval Authorization	Class I Mobile Kitchen	Requires Final Approval STAMP
	Class II Canteen Truck	
	Class III Ice Cream Truck	

The Application:

- **State License:** A copy of the state permit for a mobile food dispensing vehicle is required and must be approved prior to approval to vend in the City of St. Petersburg.
- **Insurance:** Include a certificate of insurance demonstrating the following (contact the Risk Management Division with specific questions at 727-893-7582:
 - If operating in the street (right-of-way):
 - Commercial General Liability Insurance
 - \$1,000,000 per Occurrence
 - \$2,000,000 General Aggregate
 - *Must name the City as “additionally insured”.
 - Automobile Liability
 - \$300,000 Combined Single Limit
 - Proof of Workers Compensation as required by Florida law (if more than 3 employees).
- **Business Tax:** A separate City of St. Petersburg Business Tax License is required for each mobile food truck and must be obtained as part of the permit process.

The Permit/Fees:

- The permit fee is \$170 for the first year and \$85 for annual renewals of existing permits.
- The annual Business Tax License fee is \$65.
- Permits expire at the end of the fiscal year for which they are issued (September 30th).

The Truck (or Trailer):

- A mobile food truck is a vehicle which is used to vend food and beverage products and is classified as one of the following:
 - o **Class I—Mobile kitchens.** In addition to the vending of products allowed for class II and class III mobile food trucks, these vehicles may cook, prepare and assemble food items on or in the unit and serve a full menu.
 - o **Class II—Canteen trucks.** These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. These vehicles are limited to providing catering services to employees at a specific location and do not advertise

for customers, except as may be allowed by a City issued permit.

- o **Class III—Ice cream trucks.** These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages. If vending in the street (right-of-way) only this permit does not apply – please contact the City’s Police Department to obtain a Peddler’s Permit.

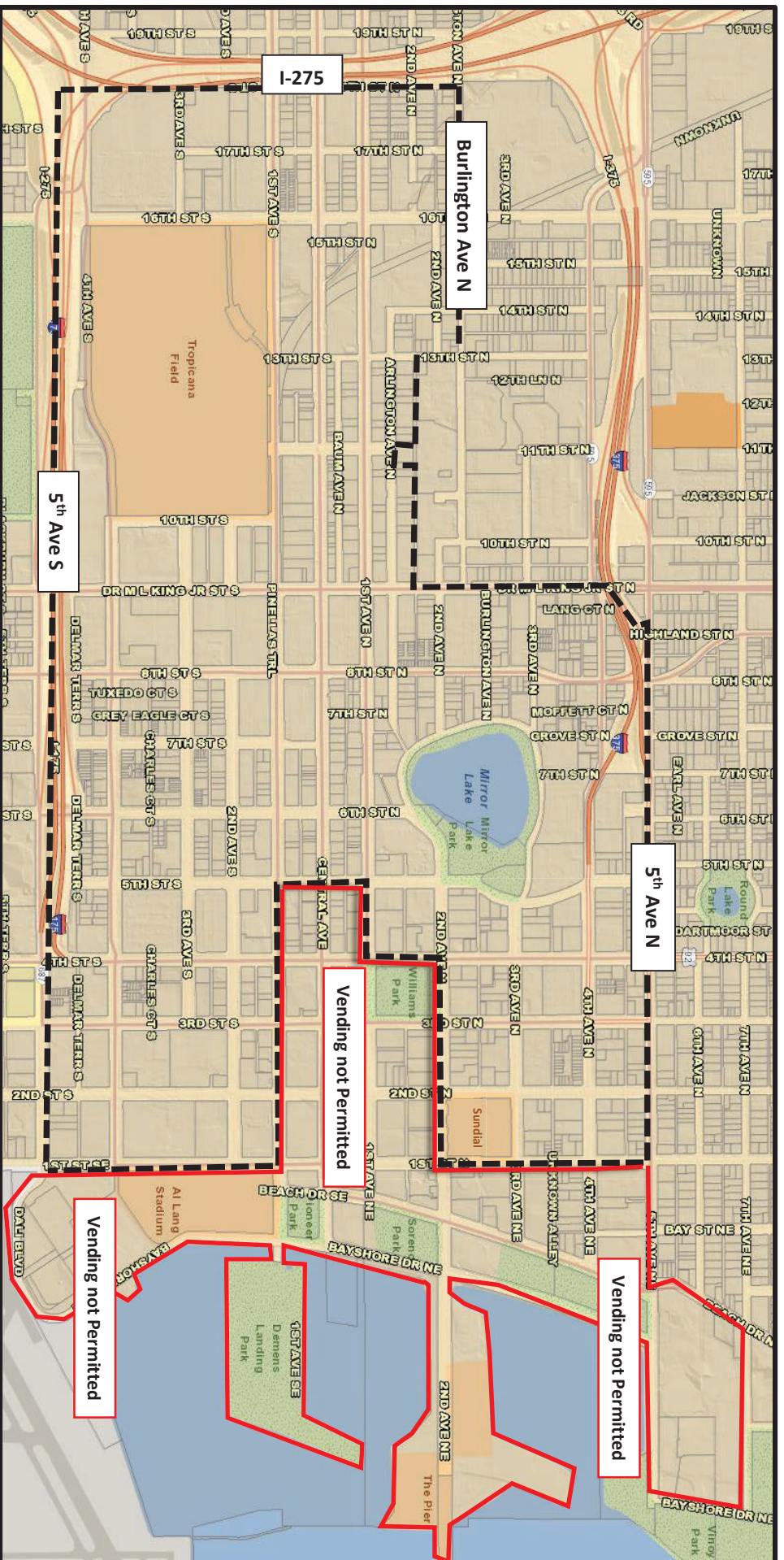
The Locations:

- Vending on private property may occur with the property owner’s consent on properties located within zoning districts allowing retail uses or restaurants and bars (CRT-2, CCT-1, CCT-2, CCS-1, CCS-2, CCS-3, RC-1, RC-2, RC-3, IC(I)).
- To check the zoning designation of a property, visit www.stpete.org/LDR.
- On private property mobile food trucks can operate a maximum of two days per calendar week. A food truck may operate 7 days a week at different locations, but one location may only host a food truck up to two days per week.
- In Downtown Center zoning districts mobile food truck vending in the street (right-of-way) is prohibited (see attached map for downtown location restrictions).
- Mobile vending is not allowed on city park land (except as part of an approved special event).
- Operation of a food truck is prohibited on vacant and undeveloped property, except when located in a CCT-2 zoning district.
- No more than two mobile food trucks shall operate on any property at any one time, except as may be allowed by a City issued permit (such as a Food Truck Rally permit).

Operation:

- When vending in the street (right-of-way) a Class I mobile food truck may stop, stand or park in any area of the right-of-way not provided for vehicular travel (e.g. parking spaces). Food trucks may not block travel lanes.
- Open flame cooking is prohibited.
- No tables, chairs or other furniture or equipment (other than the mobile food truck) shall be placed in the street (right of way).

Mobile Food Truck Vending in Downtown St. Petersburg



Mobile Vending permitted on private property only (no vending in the streets)

Mobile Vending not permitted in this area (on private property or in streets)

- * This map applies to individual operators of Class I Mobile Kitchens. An approved Mobile Food Truck Permit is required prior to vending.
- ** Restrictions do not apply to an event approved by the City.

St. Petersburg

Fort Pierce

DIVISION 3. - MOBILE VENDING

Sec. 9-111. - General regulations.

- (a) The telephone number included on the permit application must remain valid and active at all times. The vendor is responsible for notifying the city of any changes to their contact information.
- (b) Mobile vending units must comply with the following minimum distance requirements, which shall be measured from the approved vending location to the nearest point of an established property line:
 - (1) Five hundred (500) feet from a similar type business.
 - (2) Three hundred (300) feet from a school, church, or any city or county park.
 - (3) One thousand (1,000) feet from an approved special event.
- (c) May not block the ingress/egress to any property, sidewalk or street.
- (d) May not block or impede pedestrian or vehicular traffic.
- (e) May only operate at the approved location, clearly identified on the permit.
- (f) May have one advertisement sign with a maximum size of sixteen (16) square feet. Such sign may not be free standing, illuminating, moving, flashing or utilizing neon color typically reserved for emergency services. Such restriction to be separate from any business name, decal or logo professionally installed on any motorized MFDV.
- (g) May have one menu sign with a maximum size of nine (9) square feet.
- (h) No amplified sounds, music or other loud noises, except as provided for in section 9-113, ice cream vendors.
- (i) A trash receptacle must be provided and must be removed by the operator daily. Trash may not be placed within public street side trash receptacles.
- (j) Mobile vendors are responsible for picking up all litter and waste within twenty-five (25) feet of their unit.
- (k) No wastewater leakage or any other leakage is allowed.
- (l) A single umbrella is permitted provided it is maintained in good condition and does not impede traffic or block clear vision areas.
- (m) It shall be unlawful to place any chair, table, box, crate, stand, counter or shelving independent from the approved mobile vending unit.
- (n) No mobile vending unit shall remain at approved location for more than three (3) consecutive days.

([Ord. No. 14-019, § 1, 9-15-14](#) ; Ord. No. [17-004](#), § 4, 2-21-17)

Sec. 9-112. - Itinerant retail produce vendor.

- (a) Every person who engages in the business of an itinerant retail produce vendor within the corporate limits of the city, before engaging in such business, shall apply for and obtain a mobile vending permit from the city pursuant to this division.
- (b) A business tax receipt is not required for itinerant retail produce vendors.
- (c) All products and produce offered for sale under this division must be clean, wholesome and in good sanitary condition and their state and condition shall comply with the pure food laws of the state.
- (d) Itinerant retail produce vendors are permitted to vend from any truck, wagon, automobile, trailer or other vehicle provided that the vehicle is properly registered with the State of Florida. A copy of such registration shall be submitted with the permit application.
- (e) All other regulations as outlined in section 9-111 of this chapter shall apply.

Fort Pierce

([Ord. No. 14-019, § 1, 9-15-14](#))

Sec. 9-113. - Ice cream vendors.

- (a) **General.** The rules in this section shall apply to each person lawfully permitted as an ice cream vendor.
- (b) **Prohibited sales.** It shall be unlawful for any ice cream vendor to sell or attempt to sell any commodity:
 - (1) By means of any outcry, sound, speaker or amplifier, or any instrument or device which can be heard for a distance greater than three hundred (300) feet, or when passing a hospital, church or other place of worship during the hours when services are being held.
 - (2) Within five hundred (500) feet of any school during the school year.
- (c) **Noise—Vehicle stopped.** It shall be unlawful for any such vendor to use, play or employ the use of any sound, outcry, amplifier, loudspeaker, radio, phonograph with a loudspeaker or amplifier or any other instrument or device when the vehicle such vendor is using is stopped for the purpose of making a sale.
- (d) **Same—Hours.** The use by the vendor of any such noise, instrument or device which emits a loud sound shall be prohibited before the hours of 9:00 a.m. on weekdays and 1:00 p.m. on Sundays, or after 7:00 p.m. on any day.
- (e) **Traffic.** It shall be unlawful for any vendor to:
 - (1) Exceed a speed of fifteen (15) miles an hour when cruising neighborhoods seeking sales or when attempting to make a sale.
 - (2) Stop anywhere within twenty-five (25) feet of an intersection when making a sale or attempting to make a sale.
 - (3) Double-park, or park in any manner contrary to any ordinance relating to parking, when attempting a sale or when making a sale.
 - (4) Make a U-turn on any block in a residential zone.
 - (5) Drive his/her vehicle backwards to make or attempt to make a sale.
 - (6) Sell to any person who is standing in the street.
 - (7) Permit any person to hang on the vehicle or permit any person to ride in or on the vehicle except a bona fide assistant or assistants.
 - (8) Remain standing or stopped at any place for a period of time exceeding five (5) minutes.
 - (9) Sell or attempt to sell along any particular route more than one time during a 24-hour period.

([Ord. No. 14-019, § 1, 9-15-14](#))

Cross reference— Health, § 2-261 et seq.

Sec. 9-114. - Seasonal sale vendors.

The rules of this section shall apply to each person lawfully permitted as a seasonal sales vendor.

- (a) Every person who engages in the business of seasonal sale in the city, before engaging in such business, shall apply for and obtain a permit from the city pursuant to division 2 of this article.
- (b) Tents or canopies larger than 900 square feet or as required under section 5-3 of the Code of Ordinances are prohibited unless a supplemental tent permit is obtained. Application for such permit shall be made with the building department. A sketch of the property showing the location of the tent or canopy on the property and a certificate of flame resistance shall be required to be submitted with the application.

Fort Pierce

- (c) Seasonal sales permits will be issued no sooner than thirty (30) days prior to the associated holiday and shall expire seven (7) days following the holiday.

([Ord. No. 14-019, § 1, 9-15-14](#); Ord. No. [17-004](#), § 5, 2-21-17)

Secs. 9-115—9-130. - Reserved.



Today's Date _____

SECTION 1

Application for (Please check one)

_____ SPECIAL PARK MOBILE FOOD DISPENSING PERMIT
City of Hollywood Special Events and / or Parks
 _____\$75 /6 month permit _____\$125 / 1 year permit

_____ MOBILE FOOD DISPENSING PERMIT
Public Right of Way, City of Hollywood property, Private Property
 _____\$75 /6 month permit _____\$125 / 1 year permit

Owner / Operator _____

Business /Food Truck Name _____

Address _____

City /State /Zip Code _____

License Number /State _____

Telephone with Area Code _____

Email Address _____

SPECIAL PARK MOBILE FOOD DISPENSING PERMIT:

Please continue to Section 2, below

MOBILE FOOD DISPENSING PERMIT:

Please continue to Section 3, below

SECTION 2

Event Name _____

Event Date(s) _____

Services Requested (please check) _____ Electric _____ Water

Space Requested (please check)

_____ Tables (3, maximum) _____ Chairs (4 each, maximum)

Please continue to SECTION 4, below.

SECTION 3

LOCATION(S) / Route Requested (Within the City of Hollywood)

Attach MAP and Copy of Menu

Date(s) / Time(s) / Duration _____

Number of Employees _____

Location of Parking for Employees _____

Please note:

Requested routes and stop locations may be reviewed and approved by the City Engineer.

Please continue to SECTION 4, below.

SECTION 4

Documentation, as stated below must be submitted at time of application:

- ☐ \$1M general liability, City of Hollywood stated as Additional Insured and Certificate Holder
- ☐ \$100K automobile insurance, City of Hollywood stated as Additional Insured and Certificate Holder
- ☐ Indemnification Agreement (form provided by City of Hollywood)
- ☐ Proof of City of Hollywood Fire Marshal inspection (annually updated)
- ☐ SafeServ Food Service Certificate (National Restaurant Association)
- ☐ Mobile Kitchen Business and Professional Regulation License (issued from State of Florida)
- ☐ City of Hollywood Business Tax Receipt
- ☐ Map of locations and Site Plan
- ☐ Menu

PLEASE READ THE FOLLOWING STATEMENT AND SIGN BELOW:

I affirm that all information that I have provided is true and correct. I further acknowledge that I will be subject to all penalties prescribed by law for providing any false information to the City. I understand that the requested permit, if approved, will be issued to the Mobile Food Dispensing operator subject to applicable fees payable to the City of Hollywood. I also understand that these conditions will be made part of the permit.

Food Truck Owner / Operator (Print Name)

Signature

Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____ by _____ and who is _____ personally known
to me; or _____ produced the following identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida

Submit this completed notarized application, application fee and documents
appearing in SECTION 4 to:

City of Hollywood
Department of Parks, Recreation and Cultural Arts
SPECIAL EVENTS
P. O. Box 229045, Hollywood, Florida 33022-9045

To submit in person:
Department of Parks, Recreation and Cultural Arts
1405 S. 28th Avenue, Hollywood, FL 33020

INDEMNIFICATION AGREEMENT**Hollywood**

THIS INDEMNIFICATION AGREEMENT made and entered into this ____ day of _____, 20____, among the City of Hollywood, Florida, a municipal corporation of the State of Florida ("City"), and the City of Hollywood, Florida, Community Redevelopment Agency ("CRA") and _____ ("Vendor"). I, _____,

Vendor or Company Name

individually and/or as the agent of the Vendor performing _____
Service performed or Product being sold

("Services") do hereby agree to indemnify and hold harmless the City, and CRA, their officers, agents, employees and contractors from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of or in connection with the occupancy or use of said premises by Vendor performing Services. During the conduct of a _____ at _____

Name of Event

Location of Event

on the date _____. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City and/or CRA relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City and/or CRA in connection with any such claim, suit action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of the use of premises. Nothing in this Agreement shall be construed to affect in any way the City nor the CRA's rights, privileges, and immunities as set forth in Florida Statutes section 768.28.

Signature

Print Name

Title

Daytime phone number

Email Address (Please Print) _____

Address _____

City _____ **State** _____ **Zip code** _____

APPROVED AS TO FORM & LEGAL SUFFICIENCY

*For the use and reliance of the City of Hollywood, Florida, and
 The City of Hollywood, Florida, Community Redevelopment Agency only.*

 DOUGLAS R. GONZALES, CITY ATTORNEY

HollywoodORDINANCE NO. 0-2014-11

AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, AMENDING CHAPTER 122 ENTITLED "PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS" TO REVISE THE REGULATIONS FOR THE SALE OF FOOD FROM MOBILE FOOD DISPENSING VEHICLES SUCH AS FOOD TRUCKS AND FOOD CARTS.

WHEREAS, the City currently regulates the sale of food from mobile units in city parks, at locations in the city that are within 200 feet of an establishment that handles the same kinds of food, and on private property; and

WHEREAS, due to the increased popularity of mobile food vendors, it has been determined that a review and update of the current regulations is merited;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That Section 122.02 is hereby repealed in its entirety and replaced with a new Section 122.02, as set forth herein:

TITLE XI: BUSINESS REGULATIONS

* * *

CHAPTER 122. PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS***GENERAL PROVISIONS***

* * *

§ 122.02 SALES OF FOOD FROM MOBILE FOOD VENDORS.

(A) DEFINITIONS. For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

FOOD CART. A movable non-motorized cart, operated by a Mobile Food Vendor, which sells pre-packaged food, such as hot dogs, ice cream, snow cones, or non-alcoholic beverages.

(Coding: Words in ~~struck through~~ type are deletions from existing law; words underscored are additions).

Hollywood

FOOD TRUCK. A vehicle (including trailers), operated by a Mobile Food Vendor, used to prepare and sell food at multiple locations, typically operating at one location for more than 30 minutes.

LUNCH TRUCK. A vehicle, operated by a Mobile Food Vendor, used to sell pre-packaged food, such as sandwiches, snacks (such as potato chips) and non-alcoholic beverages, at multiple locations, typically operating at one location for less than 30 minutes.

MOBILE FOOD DISPENSING PERMIT. A written authorization that must be obtained from the Director of Parking and Intergovernmental Affairs, or his/her designee, to carry out Mobile Food Vending Services from Mobile Food Dispensing Vehicles on public property (other than in a Park) or on private property.

MOBILE FOOD DISPENSING VEHICLES. A vehicle-mounted public food service establishment that is self-propelled or otherwise movable from place to place which includes but is not limited to a Food Cart, Food Truck, or Lunch Truck.

MOBILE FOOD VENDOR. A person or persons, as defined herein, that has the required mobile food vendor license from the Florida Department of Business and Professional Regulation.

PARK. Any public park, community center, recreation or playground area, or building or facility or parking lot thereon, within the City of Hollywood, owned and maintained as a public park or community center, whether or not such areas have been formally dedicated for such purpose.

PERSON. Any person, firm, partnership, association, club, corporation, company or organization of any kind.

SPECIAL PARK MOBILE FOOD DISPENSING PERMIT. A written authorization that must be obtained from the Director of the Department of Parks, Recreation and Cultural Arts, or his/her designee, to operate a Mobile Food Dispensing Vehicle in a Park.

(B) MOBILE FOOD DISPENSING VEHICLES IN PARKS AND ON PARK PROPERTY.

(1) Mobile Food Vendors. It shall be unlawful for any Person to operate a Mobile Food Dispensing Vehicle within a City Park unless the following conditions have first been met:

Hollywood

- (a) The Mobile Food Vendor is contracted by the City, or by a Special Event Permit Holder, for a City approved event;
- (b) The owner/operator of the Mobile Food Dispensing Vehicle has obtained a Special Park Mobile Food Dispensing Permit, as set forth herein;
- (c) The Mobile Food Dispensing Vehicle must only serve in a temporary capacity, subject to the event specific requirements as determined by the Director;
- (d) The Mobile Food Dispensing Vehicle must be positioned at the location designated on the park map attached to the Special Park Mobile Food Dispensing Permit and may only operate during the days and times set forth in the Special Park Mobile Food Dispensing Permit;
- (e) The Mobile Food Dispensing Vehicle must be stationary at that designated location prior to selling food or beverages and must remain stationary for the entirety of the event for which the permit was issued;
- (f) Mobile Food Vendors that desire to have seating adjacent to their Mobile Food Dispensing Vehicle must obtain approval of a seating arrangement plan with the issuance of the Special Park Mobile Food Dispensing Permit. Seating arrangements shall be limited to no more than three (3) tables, each with no more than four (4) chairs, that are placed within fifteen feet of the Mobile Food Dispensing Vehicle. Such seating arrangements shall adhere to the Special Park Mobile Dispensing Permit conditions;
- (g) The owner/operator of a Mobile Food Dispensing Vehicle must provide proof of all applicable licensure, including but not limited to, licensure from the Florida Department of Business and Professional Regulation, Division of Hotels and Restaurants, and Florida Department of Agriculture and local business tax receipt;
- (h) If the owner/operator of a Mobile Food Dispensing Vehicle is providing services to a Special Event Permit Holder other than the City, he/she must provide proof that they are an approved vendor for the event;

Hollywood

(i) The owner/operator of Mobile Food Dispensing Vehicle shall obtain and maintain a liability insurance policy in an amount not less than \$1,000,000 and shall provide proof of insurance as a condition of obtaining the Permit;

(j) The owner/operator shall be required to clean up and dispose of any litter, trash, garbage or other refuse generated from the sale of food at the designated location as set forth in the Special Park Mobile Food Dispensing Permit, including providing a suitable receptacle for recycling materials, waste and litter (the Mobile Food Vendor is responsible for removal and disposal of garbage and recycling); and

(k) Owner/Operator shall not erect signage. Menu boards may be displayed with authorization of the Director of Parks, Recreation and Cultural Arts.

(2) Special Park Mobile Food Dispensing Permit Procedures.

(a) A Special Park Mobile Food Dispensing Permit application must be submitted to the Department of Parks, Recreation and Cultural Arts along with all required documentation set forth in Division (B)(1) above.

(b) All of the conditions set forth in Division (B)(1) above must be satisfied prior to the issuance of a Special Park Mobile Food Dispensing Permit. If the Special Park Mobile Food Dispensing Permit is approved, the Director, in consultation with the affected Departments, may also impose any necessary restrictions or conditions required to ensure public safety, environmental and administrative considerations are met.

(c) The Director reserves the right to assess charges for maintenance, clean-up, and/or damages to the area utilized by the Mobile Food Vendor.

(d) If electrical hook-up and services are required and supplied by the City, then the Mobile Food Vendor shall be charged additional fees for said hook-up and services. The decision to provide such electrical hookup is at the sole discretion of the Director.

(e) Insurance. The owner/operator of the Mobile Food Dispensing Vehicle shall obtain and maintain a liability insurance policy in an amount not less than \$1,000,000 naming the City as an additional insured and

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shall provide proof of insurance as a condition of obtaining the permit. If alcohol is sold, served, or consumed as a part of the event or pursuant to the Special Park Permit, the insurance policy shall be endorsed for liquor liability

(3) The City shall not issue a Special Park Mobile Food Dispensing Permit for the sale of food from a Mobile Food Dispensing Vehicle from property owned by the State of Florida or operated by Broward County. The right to sell from such property shall be granted solely by such authorities.

(4) Special Park Mobile Food Dispensing Permit Fee. The Special Park Mobile Food Dispensing Permit Fee shall be established and amended by resolution of the City Commission.

(C) MOBILE FOOD DISPENSING VEHICLES LOCATED ON PRIVATE PROPERTY ZONED COMMERCIAL OR INDUSTRIAL.

(1) No Person or Mobile Food Vendor shall park, stand or stop a Mobile Food Dispensing Vehicle for the purpose of selling food to the public on private property, zoned commercial or industrial, without the notarized written consent of the property owner, his lessee or agent or the person having custody or control of the property and obtaining the required Mobile Food Dispensing Permit in accordance with the permit requirements set forth below and in Division (D)(3). Said Mobile Food Dispensing Vehicles shall not remain on the property for a period to exceed four hours at any one time and shall not operate in the same location more than once in any 12-hour period. Mobile Food Dispensing Vehicles must not be located within 200 feet from any eating establishment. This separation requirement shall apply only during the normal hours of operation of the eating establishment. However, Mobile Food Dispensing Vehicles that sell food to the public on private property with the owner's consent for a period that does not exceed thirty minutes or less, shall not be required to comply with this subsection.

(2) All Mobile Food Dispensing Vehicles must be located within a paved pedestrian plaza on the private property and not on unimproved property.

(3) A Mobile Food Dispensing Vehicle may not be located within 5 feet of any right-of-way or public sidewalk and may not disrupt vehicular or pedestrian circulation for ingress and egress to the property.

Hollywood

(4) A Mobile Food Dispensing Vehicle may not locate or block access to required parking for a simultaneously operating business on the property according to the City's parking requirements. Sites that do not have excess parking during the operation of the primary uses are not eligible locations for Mobile Food Dispensing Vehicles.

(5) Mobile Food Dispensing Vehicles shall not sell or distribute alcoholic beverages.

(6) Mobile Food Dispensing Vehicles shall not be permitted within the following areas of the Beach and or Downtown Districts of the CRA:

(a) Downtown: Polk Street to Van Buren Street, and U.S. 1 to 21st Avenue.

(b) Beach: The area between Thomas Street to the north, the southern city limits, A1A to the west and the Broadwalk to the east.

(D) MOBILE FOOD DISPENSING PERMITS ON CITY PROPERTY.

(1) Mobile Food Dispensing Vehicles shall not be permitted within the following areas of the Beach and or Downtown Districts of the CRA:

(a) Downtown: Polk Street to Van Buren Street, and U.S. 1 to 21st Avenue.

(b) Beach: The area between Thomas Street to the north, the southern city limits, A1A to the west and the Broadwalk to the east.

(2) Mobile Food Dispensing Vehicles shall not be located on City Public Property or rights-of-ways unless approved by the Director of Parking & Intergovernmental Affairs, or his/her designee. A Mobile Food Vendor who desires to utilize City public property or rights-of-way shall submit a Mobile Food Dispensing Permit application along with the required information set forth in Division (D)(3) below. Permit applications for locations in the public rights-of way shall be reviewed by the City Engineer. Such Mobile Food Dispensing Permit may be approved as long as the public purpose is compatible with the existing physical facilities and does not interfere with the health, safety and welfare of the public.

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(3) Mobile Food Dispensing Permits. Permits for Mobile Food Dispensing Vehicles will be issued on a first come, first serve basis for specific locations designated for such purpose. No Mobile Food Dispensing Vehicle of any kind shall be located within 200 feet of an eating establishment during the hours of operation of said establishment. Not more than two vendors of similar food products will be permitted in close proximity, as determined by the Director of Parking and Intergovernmental Affairs. Said Mobile Food Dispensing Vehicles shall not remain on the property for a period to exceed four continuous hours and shall not operate in the same location more than once in any 12-hour period.

All Mobile Food Dispensing Permits shall be effective for the dates designated on the permit, but under no circumstance can a Mobile Food Dispensing Vehicle be permitted for the same designated location for more than thirty (30) consecutive days. Any permit issued under this part may include additional limitations on the hours of operation

Applications for Mobile Food Dispensing Permits must be submitted to the Office of Parking and Intergovernmental Affairs at least two weeks in advance of the requested date(s) for usage. The Director of Parking and Intergovernmental Affairs, or his/her designee, shall coordinate review of the permit application with the appropriate City, County and /or State authorities. The application shall include the following information:

(a) Name, address, telephone number of applicant, mailing/business address, electronic mail address and telephone number of the applicant;

(b) Mobile Food Vendor's name, address and telephone number if different than the applicant and a copy of insurance for the Mobile Food Vendor;

(c) Copy of the Florida Department of Business and Regulation License, City Business Tax Receipt, and a copy of the current vehicle registration and individual's drivers license;

(d) Description of the type of vending;

(e) Desired location(s);

(f) Duration of the permit;

(g) Indemnification and Hold Harmless Agreement and proof of insurance. The owner/operator of the Mobile Food Dispensing Vehicle

Hollywood

shall indemnify the City and obtain and maintain a liability insurance policy in an amount not less than \$1,000,000 naming the City as an additional insured and shall provide proof of insurance as a condition of obtaining the permit; and

(h) Payment of a non-refundable permit fee.

Upon review of the Mobile Food Dispensing Permit application, the Director of Parking and Intergovernmental Affairs shall approve or deny the permit application. If the Permit is approved, the Director, in consultation with the affected Departments, shall also impose any necessary restrictions or conditions required to ensure public safety, environmental and administrative considerations are met.

(4) Charges for maintenance, clean-up or damage to City property. The Director of Parking and Intergovernmental Affairs reserves the right to assess charges for excessive maintenance, clean-up, and/or damages to the area utilized by the Mobile Food Dispensing Vehicle located on city property or in the public rights-of-way. Further, the Director may set additional fees for electrical hook up and services on city property or in the public rights-of-way.

(5) Special Events: A Mobile Food Dispensing Permit shall not be valid during a Special Event (approved by the Department of Parks, Recreation and Cultural Arts in accordance with Chapter 102 of the Hollywood Code of Ordinances) on adjacent City property, streets and sidewalks. The Department of Parks, Recreation and Cultural Arts will notify Permittees of the scheduled Special Events and of procedures for the Mobile Food Vendors to participate in those Special Events, if available. Mobile Food Vendors who are eligible to participate in the Special Event shall be required to submit a Vendor application and applicable permit fees to the sponsor of the Special Event separate from the Mobile Food Dispensing Permit.

(E) State roadways. A Mobile Food Vendor must obtain the approval of the State of Florida through the Department of Transportation in order to be located on any state roadway within the City of Hollywood. All Motor Food Dispensing Vehicles shall comply with all applicable state statutes regarding state maintained roads and rights-of-way and the unlawful commercial use thereof.

(F) Prohibitions. No Mobile Food Vendor that has been issued a Mobile Food Dispensing Permit shall be allowed to do the following:

(1) Sell or distribute alcoholic beverages.

Hollywood

- (2) Operate a freestanding electric generator.
 - (3) Operate any type of amplified speaker system or play music of any kind.
 - (4) Park, stand or stop a Motor Food Dispensing Vehicle in any no-parking or safety zone or in any other zone where parking, standing or stopping is prohibited.
 - (5) Park, stand or stop a Motor Food Dispensing Vehicle in such a manner as to cause an obstruction to pedestrian or vehicular traffic or to cause any sight hazard.
 - (6) Mobile Food Dispensing Vehicles shall not be permitted in any residential area unless said Mobile Food Dispensing Vehicle is part of a Special Event falling within Chapter 102 of the Hollywood Code of Ordinances, or has obtained a Special Park Mobile Food Dispensing Permit. Further, Mobile Food Dispensing Vehicles shall not be permitted on vacant land or abandoned properties.
 - (7) Mobile Food Dispensing Vehicles shall not sell or dispense any food to customers in a moving vehicle and drive up sales are strictly prohibited.
- (G) Maintenance by all Mobile Food Vendors. In addition to the requirements set forth for a Special Park Mobile Food Dispensing Permit or Mobile Food Dispensing Permit, all Mobile Food Vendors shall comply with the following:
- (1) All operations must be contained within the approved Mobile Food Dispensing Vehicle, as licensed and permitted by the Florida Dept. of Business and Professional Regulation's Division of Hotels and Restaurants, with the exception of a maximum of two coolers, which are allowed for beverages.
 - (2) Styrofoam containers are not allowed for mobile food vending within the City of Hollywood.
 - (3) Liquid waste or grease may not be disposed of in tree wells, storm drains, or onto the sidewalks, streets, or any other public space. The Mobile Food Vendor is responsible for removing and properly disposing of grease and liquid waste from the sidewalk and street surfaces resulting from its operation, or the unloading and loading of Mobile Food Dispensing Vehicles. The Mobile Food Vendor shall comply with all state laws for servicing of the Mobile Food

Hollywood

Dispensing Vehicle for waste water and grease disposal, including commissary requirements.

(4) The Mobile Food Vendor shall be liable for all damages and/or repairs to the streetscape, trees and vegetation, sidewalks, streets, or other public amenities that relate to its operation.

(5) Mobile Food Dispensing Vehicles shall not "hop" curbs or perform any other illegal traffic maneuvers.

(6) Mobile Food Dispensing Vehicles shall maintain the area/site clear of any garbage, debris, and litter and shall restore the area/site to its original condition within 30 minutes of its last sale.

(7) Garbage receptacles (and recyclable receptacles for any packaging that is recyclable) must be provided. Vendor is responsible for removal and proper disposal of garbage and recyclable materials.

(H) Revocation of Permits.

(1) If, at any time, the Florida Department of Business Regulation revokes or suspends the Mobile Food Vendor's license, then the City's Mobile Food Dispensing Permit shall be deemed to have been simultaneously revoked or suspended.

(2) The Director may revoke any permit set forth in this section if the permittee's operation is determined not to be in the public interest; if the permittee provided false or incorrect information in the permit application, if the permittee fails to pay any fees, or if the permittee fails to comply with the applicable requirements of this ordinance, and any other applicable state, county and local laws. The Director shall provide reasonable notice of the revocation of the permit, unless he/she determines there is an imminent danger to the public health, safety, welfare, or property, in which case the revocation may be without notice. An imminent danger includes, but is not limited to, any situation in which the Mobile Food Vendor has failed to meet the State of Florida Department of Health's minimum standards for sanitation and food service or any situation in which a Mobile Food Dispensing Vehicle is creating a traffic hazard. Any permittee whose permit is revoked shall have the right to file a written appeal with the City Manager within 10 calendar days after the notice of revocation is issued. If the City Manager upholds the revocation, the permittee has the right to file a

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written appeal to the City Commission within ten (10) calendar days after the City Manager's decision.

(I) Mobile Food Dispensing Permit Fees. The Mobile Food Dispensing Permit Fees shall be established by resolution of the City Commission.

* * *

Section 2: That it is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Hollywood, Florida, and the provisions of this ordinance may be renumbered to accomplish such intention.

Section 3: That if any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 4: That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

Advertised on June 6, 2014.

PASSED on first reading this 4 day of June, 2014.

PASSED AND ADOPTED on second reading this 18 day of June, 2014.



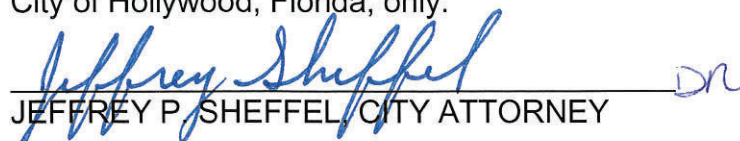
PETER BOBER, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.



JEFFREY P. SHEFFEL, CITY ATTORNEY

Palm Beach Gardens

Sec. 78-196. - Operation and sale of food from mobile food trucks.

(a) *Definitions.* (for the purpose of this chapter):

- (1) *Mobile food truck* means a vehicle, including trailers and other conveyances regardless of the means of propulsion, that is used to vend food and/or beverage products and is classified as one (1) of the following:
 - a. *Class I - Mobile Kitchens.* These vehicles may cook, prepare, and assemble food items on or in the unit and serve a full menu. These vehicles may also vend the products permitted for Class II Canteen Trucks.
 - b. *Class II - Canteen Trucks.* These vehicles vend pre-cooked foods, pre-packaged foods, pre-packaged drinks, and incidental sales of pre-packaged frozen dairy or frozen water-based food products, fruits, and vegetables. No preparation or assembly of food or beverage may take place on or in the vehicle; however, the heating of pre-cooked food is permitted. (Open flame and/or grease laden vapor is strictly prohibited.)
- (2) *Mobile food vendor* means a person who prepares, dispenses, or otherwise sells food from a mobile food truck.

(b) *Administrative rules and regulations.* The city shall enact and amend Standard Operating Procedures (SOP) to cover the mobile food truck permit application requirements, permit fees, and the permit renewal procedure. A copy of the most recent SOP shall be kept on file with the city clerk and shall be available for public inspection during normal working hours.

(c) *Exemptions.* Mobile food truck - Class II - canteen trucks, provided such vehicles are only parked for a maximum of fifteen (15) minutes or less, are exempt from the provisions of this section.

(d) *Permit requirements.*

- (1) The mobile food vendor shall have the consent of the property owner(s) prior to applying for the location for the mobile food truck permit.
- (2) Any person engaged in the selling, preparation, or dispensing of food from a Class I - Mobile Kitchens shall obtain a Mobile Food Truck permit in accordance with this section and the Standard Operating Procedures promulgated by the city.
- (3) The mobile food vendor shall provide copies of all applicable approvals and licenses from the State of Florida Department of Business and Professional Regulations (DBPR), Florida Department of Health, and Florida Department of Agriculture and Consumer Services.
- (4) The mobile food vendor shall make the mobile food truck available for inspection by the City of Palm Beach Gardens Fire Department at a location determined by the fire department. The fire department shall ensure compliance with all applicable federal, state, and local fire safety statutes, regulations, ordinances, and codes. Subsequently, every Class I - Mobile Kitchens shall undergo an annual inspection by the City of Palm Beach Gardens Fire Department.
- (5) All mobile food vendors shall display the mobile food truck permit issued by the city in a prominent and visible manner.

(e) *Prohibitions.* Class I - Mobile Kitchens are prohibited from the following:

- (1) Selling or distributing alcoholic beverages;
- (2) Operating in a city park or city parking lots and public rights-of-way, except as may be permitted by a special event permit issued by the city;
- (3) Operating in a residentially zoned and/or the residential portion of mixed use zoning neighborhoods, except as may be permitted by a special event permit issued by the city;
- (4) Operating on unimproved surfaces and abandoned business locations or as otherwise approved;
- (5) Using any sound amplification regardless of the intended purposes;

Palm Beach Gardens

- (6) Using balloons, banners, streamers, large flashing lights, or other similar devices to attract customers;
 - (7) Selling or dispensing food to customers in a moving vehicle or otherwise engaging in drive-up sales;
 - (8) Parking a mobile food truck:
 - a. On the public right-of-way, in a fire lane or blocking fire hydrants, or Americans with Disabilities Act (ADA) accessible parking spaces and/or accessible ramps;
 - b. In any driveway aisles, no parking zones, loading areas; and
 - c. Mobile operation may not impede the on-site circulation of motion of vehicles.
- (f) *Class I - Mobile Kitchens - General Regulations.*
- (1) Mobile food vendors shall remove all waste and trash prior to vacating their location.
 - (2) Under no circumstances shall grease or any waste materials be released into the stormwater system, tree pits, sidewalks, streets, parking lots, or private/public property. Mobile food vendors shall be responsible to properly discard any waste material in accordance with federal, state, county, municipal, or any laws, rules, regulations, orders, or permits.
 - (3) In accordance with the Florida Department of Business and Professional Regulation guidelines, all necessary control measures shall be used to effectively minimize, or eliminate when possible, the presence of rodents, roaches, and other vermin and insects on the premises of all mobile food trucks. Each mobile food vendor shall maintain a log containing a written record of the control measures performed by exterminators or other pest control businesses on the mobile food truck. This log shall be open to inspection by the city.
 - (4) Mobile food vendors shall not engage in food preparation if the vehicle does not provide water and waste systems as required by the Florida Department of Business and Professional Regulation or otherwise fails to meet sanitation and safety requirements.
 - (5) All food service equipment utilized by the mobile food vendor shall be maintained in good repair and a clean condition.
 - (6) Routine inspections may be conducted by code enforcement inspectors, building code inspectors, fire inspectors, or police officers on each mobile food truck at any time and at any frequency deemed appropriate by the city.
 - (7) In accordance with the city's Code section 78-285, one A-frame or "sandwich" menu board is permitted to be placed by or within the immediate vending area of the mobile food truck. The sign can only be displayed during the hours of operation. Menu signs are also permitted to be affixed to the mobile food truck.
- (g) *Operating requirements.*
- (1) Mobile food trucks shall be self-contained when operating, except for the required trash and/or recycling receptacles that shall be attached to the mobile food truck and shall not impede free movement of automobiles or pedestrians.
 - (2) No more than two mobile food trucks shall operate on any property at any one (1) time, except as may be permitted by a special event permit issued by the city.
 - (3) Mobile food trucks shall be operated only by the mobile food vendor or by an authorized employee of the vendor.
 - (4) If at any time the Florida Department of Business and Professional Regulation revokes or suspends the mobile food vendor's license, the city's mobile food truck permit shall be deemed to have been simultaneously revoked or suspended.

(Ord. No. 17, 2017, § 1, 9-7-17)

PALM BEACH
*Gardens***Palm Beach Gardens****Mobile Food Truck Permit****Applicant (Vendor):** _____

Address: _____

Telephone and E-mail*: _____

Vehicle Owner Name (if different then applicant): _____

Mailing Address: _____

Telephone and E-mail*: _____

Name of Food Truck and Business: _____**Food Truck Vendor's Driver's License Number:** _____**Food Truck Vehicle License Number:** _____**Proposed Vending Locations (if more than 5 please attach a separate sheet)**

Location: _____

Location: _____

Location: _____

Location: _____

Location: _____

Description of Vehicle and type of fuel used: _____

A complete application, all supplemental materials, and a non-refundable Mobile Food Truck Permit application fee in the amount of **\$85.00 payable to the City of Palm Beach Gardens** shall be submitted with application to: **City of Palm Beach Gardens, Planning and Zoning Department, 10500 North Military Trail, Palm Beach Gardens, Florida 33410.**

* As a courtesy, renewal notices will be sent **via email** prior to each Fiscal Year.



REQUIRED DOCUMENTS		Yes	N/A*
	Copies of the Driver's Licenses for all authorized Mobile Food Vendors		
	Copies of all applicable approvals and licenses, if applicable:		
	Florida Department of Business and Professional Regulations (DBPR)		
	Local Business Tax Receipt (BTR)		
	Florida Department of Health		
	Notarized affidavit signed by each property owner indicating that the vendor has permission to vend on his or her property		
	Color photograph of the mobile food vending vehicle depicting the current condition of the unit		
	Diagram or photos of the proposed signage		

* If N/A please submit a statement explaining why it is not applicable

Once an application is submitted and found sufficient, an inspection by the City's Fire Department will be scheduled with an on-site inspection of the Mobile Food Truck. A decal indicating the year for the permit will be given once an inspection has passed. A Mobile Food Truck is required to submit annually, in coordination with the City's Fiscal Year (Oct 1-Sept 30), for the Mobile Food Truck to operate in the City of Palm Beach Gardens.

I certify the information contained herein is true and correct to the best of my knowledge, and I have received a copy of Sec. 78-196. I understand that any false or misleading information on this application or failure to comply with City of Palm Beach Gardens Land Development Regulations Section 78-196. Operation and sale of food from Mobile Food Trucks, may be cause for referral to the Special Magistrate for disposition. Permits are not transferrable upon the sale/transfer of ownership of the mobile vending business and shall be renewed annually.

Applicant Signature

Print Name

Date

STATE OF FLORIDA, COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ who is personally
known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Print Name: _____

(Affix Notary Seal Above)

My Commission Expires: _____

CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698
www.pbgfl.com



Palm Beach Gardens

Property Owner Authorization Affidavit for Mobile Food Truck Permit

I/We, _____, being the owner of the
Property Owner Name

property located at _____, Palm Beach Gardens,
Property Address of Proposed Mobile Food Truck Site

Florida, hereby authorize _____ (“hereinafter Vendor”)
Mobile Food Truck Vendor Name

to engage in Mobile Food Truck Service on my property as listed above. As the property owner, I/we hereby acknowledge that:

1. I/We have read and I/we understand the requirements of Section 78-196 of the Code of Ordinances of the City of Palm Beach Gardens regarding the Operation and Sale of food from Mobile Food Trucks.
2. I/We will require and, to the best of my/our ability, ensure that Vendor meets all applicable laws, ordinances, rules and codes including, but not limited to, permitting requirements regarding his or her specific business.
3. I/We understand that I/we will be held responsible, along with Vendor, for any violations of the Code of Ordinances of the City of Palm Beach Gardens.

By signing this Affidavit on this _____ day of 20_____, I hereby acknowledge that the statements contained herein are true and correct to the best of my knowledge.

Property Owner Signature

Print Name of Property Owner

Mailing Address/ Phone Number

STATE OF _____, COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____ who is personally known to me or
who has produced _____ as identification.

Notary Public Signature

Print Notary Name

(Affix Notary Seal Above)

CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698
www.pbgfl.com

Titusville

Sec. 11-332. - Mobile vendors.

- (a) *Business tax receipt required.* It shall be unlawful for any mobile vendor to engage in such business within the city without first obtaining a business tax receipt in compliance with the provisions of this article.
- (b) *Off-loading prohibited.* No business tax receipt shall be required by this article of any person for the privilege of engaging in the selling of farm, grove, horticultural, floricultural, tropical piscicultural or tropical fish farm products or products manufactured therefrom, except intoxicating liquors, wine or beer, when such products were grown or produced by such person in the state. No off-loading of any merchandise from mobile vehicles will be permitted.
- (c) *[Signed sworn application.]* Applicants for a business tax receipt under this section shall file a written sworn application signed by the applicant, if an individual, by a partner, if a partnership, and by an authorized officer or agent if a corporation, with the administrator, showing:
 - (1) The name of the persons having the management or supervision of applicant's business during the time that it is proposed that it will be carried on in the city.
 - (2) The local address or addresses of such persons while engaged in such business.
 - (3) The permanent addresses of such persons.
 - (4) The capacity in which such persons will act (that is, whether as proprietor, agent or otherwise).
 - (5) The name and address of the person for whose account the business will be carried on, if any.
 - (6) If a corporation, under the laws of the state it is incorporated.
 - (7) The places in the city where it is proposed to carry on applicant's business, the dates during which the business shall be conducted and, if located on private property, written authorization from the property owner for the use of the property and a site plan.
 - (8) A mailing address at which notice of any city information pertinent to any business tax receipt under the section shall be considered received and binding upon the applicant on the fifth day after first class mail is posted to said address.
 - (9) A description of the business, including specification of the goods/services offered for sale and, if a mobile vendor, a description of the vehicle to be used in the business.
 - (10) If edibles are offered for sale, a written acknowledgment from the appropriate state or county agency that the business is licensed in conformity with applicable health codes, which acknowledgment shall have been issued.
 - (11) A site plan must be submitted showing the general location of the vehicle relative to streets, sidewalks, property boundaries and similar permanent businesses.
 - (12) No business tax receipt shall be issued for any person pleading no contest of being convicted of theft, consumer fraud, deceptive trade practices or sexual battery within the last five (5) years.
 - (13) One (1) sign per street frontage—Thirty-two (32) square feet maximum area of sign face. Sign can be double-sided.
 - (14) All signs, displays and associated uses must be removed daily.
 - (15) Cleanup of the property upon expiration of the business tax receipt shall be the responsibility of the business tax receipt holder and property owner equally.
 - (16) Such other reasonable information as to the identity or character of the person having the management or supervision of applicant's business or the method or plan of doing such business as the administrator may deem proper to fulfill the purpose of this article in the protection of the public good.
- (d) *Zoning districts.* Mobile vendors may be permitted within the CM, SMU, CC, RC and M-1 zoning districts except no business tax receipt will be issued within the downtown mixed use land use designation. (NOTE: See Future Land Use Map for official areas designated as downtown mixed use.)

Titusville

In general, this area encompasses Washington Avenue from Buffalo Road to the southern boundary of Titusville High School; Garden Street from North William Avenue to the F.E.C. Railroad tracks; and along South Street from the water tower to the railroad tracks. Within PID zoning districts mobile vendor lunch wagons shall be permitted.

- (e) *Distance requirements.* No mobile vendor shall locate within five hundred (500) feet, as measured from the property line, of any lawful permanent business which sells the same goods during the hours of operation of said business.
- (f) *Business tax receipt fee.* A mobile vendor's business tax receipt is a flat fee of one hundred and nine dollars and twenty cents (\$109.20) for each merchant, including one (1) vehicle; for the second and each additional vehicle, sixteen dollars and eighty cents (\$16.80) each. This fee is renewable per the timelines specified in section 11-54. Specifically excluded from this classification is any such store which has an established place of business in the City of Titusville holding a business tax receipt or any mobile vendor whose proceeds are used exclusively for charitable, religious, fraternal, youth, civic and service organizations.
- (g) *Exemption.* Farm, aquacultural, grove, horticultural, floricultural, tropical piscicultural, and tropical fish farm products are required to obtain a no-fee business tax receipt for the privilege of engaging in the selling of farm, aquacultural, grove, horticultural, floricultural, tropical piscicultural, or tropical fish farm products, or products manufactured herefrom, except intoxicating liquors, wine, or beer, when such products were grown or produced by such natural person in the state.
- (h) *Wholesale business tax receipt.* A wholesale farmer's produce market shall have the right to pay a business tax receipt fee of not more than two hundred dollars (\$200.00) for a business tax receipt that will entitle the market's stall tenants to engage in the selling of agricultural and horticultural products therein, in lieu of such tenants being required to obtain individual local business tax receipts to so engage. (F.S. Section 205.064)
- (i) *Transfer of business tax receipt.* A business tax receipt may be transferred to another owner provided all rules are followed as prescribed in section 11-47, change of ownership/change of name.
- (j) *Certification.* Written certification of where and by whom the farm, aquacultural, grove, horticultural, floricultural, tropical piscicultural, and tropical fish farm products are grown is required by the administrator.
- (k) *Hours of operation.* The hours and days of operation shall be the choice of the vendor, but cannot exceed five (5) days per week and must be specified on the application. Hours of operation shall be from sunup to sundown only. Vehicles must be removed from site during non-operational hours.
- (l) *Review of application.* Upon receipt of the application and fee, the city will review the application to determine compliance with the requirements; and if the application meets the code, a business tax receipt will be issued. Failure to meet the code will cause a business tax receipt to be denied.

(Code 1963, § 13-26(D)(2)(g), (3)(a), (M)(2); Ord. No. 32-1995, § 5, 9-26-95; Ord. No. 41-1996, § 2, 11-12-96; Ord. No. 24-2009, § 4, 6-9-09)

Editor's note— Section 4 of Ord. No. 24-2009, adopted June 9, 2009, redesignated § 11-331 as § 11-332.

Jacksonville Beach

Sec. 12-33. - Mobile food vending.

Where allowed under the permitted use provisions in certain zoning districts as set forth in Division 2 of Article VII of Chapter 34 of the Jacksonville Beach Code of Ordinances, mobile food vendors shall conform to the following conditions:

(1) *Definitions.*

- a. *Commissary* means an approved facility that provides support services for specific required functions of a mobile food vendor. Any food establishment permitted or licensed by a regulatory agency, such as a catering operation, restaurant, grocery store, or similar establishment, or any other approved facility where food, containers, or supplies are kept, handled, prepared, packaged, or stored can be considered for approval as a commissary. A private residence may not be used as a commissary.
- b. *Mobile food vending vehicle* means a vehicle-mounted public food service establishment that is either self-propelled or otherwise movable from place to place. A mobile food vending vehicle is further defined as having, as part of the vehicle, a three-compartment sink for washing, rinsing and sanitizing equipment and utensils; a separate hand wash sink; adequate refrigeration and storage capacity; full provision of power utilities including electrical, LP-gas, or a portable power generation unit; a potable water holding tank; and a means for liquid waste containment and disposal.
- c. *Mobile food vendor* means any person or business selling food from a mobile food vending vehicle from which food items are sold to the general public.

(2) *Location, permit, and separation requirements.*

- a. Mobile food vendors may be located on a lot having six thousand (6,000) square feet or more of area, and containing a principal building or use. The maximum number of mobile food vendors per lot is limited as follows:
 - i. Maximum of one (1) mobile food vendor on lots having six thousand (6,000) to forty-three thousand five hundred fifty-nine (43,559) square feet of area;
 - ii. Maximum of two (2) mobile food vendors on lots having forty-three thousand five hundred sixty (43,560) or more square feet of area.
- b. Mobile food vending permits, unless sooner suspended or revoked, shall be valid for an initial period that coincides with the expiration date established for this section.
- c. Approved permits must be attached to the mobile food vending vehicle where they are readily visible and shall include the name, mailing address, and valid phone number of the mobile food vending vehicle owner and shall list the addresses and parcel identification numbers where the permit is valid.
- d. Routine inspections may be conducted by code enforcement inspectors, building code inspectors, fire inspectors, or police officers on each mobile food vending vehicle at any time and at any frequency deemed appropriate by the city.
- e. Mobile food vending vehicles must be located at least one hundred (100) feet from the main entrance to any eating establishment or similar food service business and one hundred (100) feet from any outdoor dining area. This separation requirement shall apply only during the normal hours of operation of the eating establishment or similar food service business or outdoor dining area.
- f. Mobile food vending vehicles are not allowed to be located within a required sight visibility triangle at the intersection of a driveway, alleyway, or public street with another public street as set forth in Chapter 34 of this Code of Ordinances; or within five (5) feet of a public sidewalk, utility box or vault, handicapped ramp, building entrance, or exit or emergency access/exit way; and must not locate within any area of the lot that impedes, endangers, or interferes with pedestrian or vehicular traffic. Mobile food vending vehicles must be located a minimum distance of fifteen (15) feet in all directions away from a fire hydrant.

Jacksonville Beach

- g. Mobile food vending vehicles may not occupy or prevent access to any handicap accessible parking space.
- (3) *Signage and noise.* One (1) free-standing sandwich board or A-frame type sign is permitted on private property for each mobile food vendor. The total size of the sign may not exceed forty-two (42) inches in height or thirty-six (36) inches in width. No audio amplification is permitted as part of a mobile food vending operation.
- (4) *Hours of operation.*
- a. Hours of operation are limited to the hours between 7:00 a.m. and 3:00 a.m. unless the designated location on the lot accommodating the mobile food vending vehicle is located within one hundred fifty (150) feet of the property line of a dwelling unit in a residential zoning district, in which case the hours of operation are limited to the hours between 7:00 a.m. and 10:00 p.m.
 - b. The mobile food vending operator or his or her designee must be present at all times.
 - c. The mobile food vending vehicle and any associated outdoor seating must be removed from its permitted locations during impermissible hours of operation; and must not be stored, parked, or left overnight on any public street or sidewalk.
- (5) *Waste management.*
- a. The mobile food vendor is responsible for the proper disposal of waste and trash associated with the permitted operation. City trash receptacles shall not be used for this purpose. At a minimum, vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. Vendors must keep all areas within twenty-five (25) feet of the vehicles and any associated seating areas clean of grease, trash, paper, cups or cans associated with the vending operation.
 - b. Liquid waste or grease shall be disposed of at an approved location (for example, an approved commissary) and shall not be placed in tree pits, storm drains, or onto any sidewalk, street, or any other public space. Under no circumstances shall grease be released or disposed of in the city's sanitary or storm sewer systems. If at any time evidence of the improper disposal of liquid waste or grease is discovered, the responsible mobile food vending business will be required to cease operation immediately, clean up the improperly disposed material to the satisfaction of the city, and shall not resume operation until an alternate method of disposal has been approved by the public works department.
 - c. With the exception of allowable outdoor seating areas, all equipment required for the operation must be contained within, attached to or within three (3) feet of the mobile food vending vehicle; and all food preparation, storage, and sales/distribution shall be in compliance with all applicable sanitary regulations.
- (6) *Licenses and permits required.* For each location, a City of Jacksonville Beach business tax receipt for the mobile food vending business must be obtained; and all required State of Florida, Duval County, and City of Jacksonville Beach permits, licenses, and business tax receipt must be clearly displayed on the mobile food vending unit. Prior to the issuance of a City of Jacksonville Beach mobile food vending business tax receipt, the vendor shall provide evidence of having obtained all applicable State of Florida and Duval County licenses and permits, and obtained approval from the City of Jacksonville Beach Public Works Department for the method for the disposal of grease within an approved grease disposal facility. A mobile food vending business tax receipt shall be renewed annually.
- (7) *Application submittal requirements.* Applications for mobile food vendor permits must include the following information:
- a. Name, address, telephone number, and email address of the applicant and the owner of the vehicle if not the same as the applicant.
 - b. Description of the type of food and/or beverages to be sold.

Jacksonville Beach

- c. Color photograph of the mobile food vending vehicle depicting the current condition of the unit.
 - d. Address of proposed vending site(s), including the property address, property owner's name and telephone number, and the name of the principal business located on the property where applicable.
 - e. Site plan for each proposed vending site, drawn to scale, depicting the following information:
 - i. Total square footage of the property;
 - ii. Location and square footage of the existing principal and accessory use(s), where applicable;
 - iii. Proposed location for the mobile food vending vehicle; and
 - iv. Location of ingress/egress to the site.
 - f. Address of proposed location to store the mobile food vending vehicle when not in use.
 - g. Copies of all permits and business licenses required by the State of Florida and Duval County.
 - h. Notarized commissary agreement confirming the mobile food vendor is operating in conjunction with a licensed commissary in accordance with Florida Statutes, where applicable. All commissaries must be pre-approved by the city prior to issuance of a mobile food vendor permit.
 - i. Notarized affidavit signed by each property owner indicating that the vendor has permission to vend on his or her property. The affidavit must also indicate that the property owner acknowledges the following requirements:
 - i. The property owner shall comply with all ordinances regarding solid waste disposal, and shall provide the vendor access to solid waste collection on the subject property.
 - ii. The property owner shall require that the vendors meet all applicable federal, state and local statutes, regulations, laws, ordinances, rules and codes; including but not limited to permitting requirements regarding his or her specific business:
 - iii. The property owner shall acknowledge that she/he understands the regulations governing mobile food vendors and shall be held responsible, along with the vendor, for any code violations; and,
 - iv. The property owner shall ensure that the property is continuously maintained in a neat, clean, and orderly manner.
 - j. Proof of business insurance, issued by an insurance company that is licensed to do business in the State of Florida, and which protects the applicant from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with mobile food vendor.
- (8) *Enforcement procedure.*
- a. *Revocation.* If at any time, the State of Florida or Duval County revokes or suspends the issued mobile food vending permit, the City of Jacksonville Beach business tax receipt for the mobile food vending business will be simultaneously revoked or suspended. A mobile food vendor who has his or her permit declared null and void or revoked for any of the reasons set forth in this section shall not be allowed to reapply for a mobile food vending permit for a period of ninety (90) days after the effective date of such action.
 - b. *Other violations.* If at any time evidence is provided that a mobile food vending business is being operated in a way that does not comply with these regulations, a notice of violation shall be issued to the lot owner and mobile food vendor and the violation shall be referred to

Jacksonville Beach

the special magistrate for a hearing and disposition in accordance with the provisions of Article VI Code Enforcement of Chapter 2 Administration of this Code of Ordinances.

(9) *[Reserved.]*

(Ord. No. 2014-8041, § 1, 2-3-14; [Ord. No. 2014-8061, § 1, 12-15-14](#))

Delray Beach

Sec. 120.01. - OPERATION AND SALE OF FOOD FROM MOBILE FOOD TRUCKS.

(A) *Definitions.* For the purpose of this Chapter:

- (1) *Mobile food truck* means a vehicle which is used to vend food and beverage products and is classified as one of the following:
 - (a) *Class I—Mobile Kitchens.* These vehicles may cook, prepare and assemble food items on or in the unit and serve a full menu. These vehicles may also vend the products permitted for Class II Mobile Food Trucks.
 - (b) *Class II—Canteen Trucks.* These vehicles vend pre-cooked foods, pre-packaged foods, pre-packaged drinks and incidental sales of pre-packaged frozen dairy or frozen water-based food products, fruits and vegetables. No preparation or assembly of food or beverage may take place on or in the vehicle; however, the heating of pre-cooked food is permitted.
- (2) *Mobile food vendor* means a person who prepares, dispenses or otherwise sells food from a mobile food truck.

(B) *Administrative Rules and Regulations.* The City Manager shall adopt, enact and amend Administrative Rules and Regulations for Mobile Food Trucks. These Administrative Rules and Regulations shall cover the mobile food vendor permit application requirements, permit fees and the permit renewal procedure.

(C) *Permit Requirements.*

- (1) Any person engaged in the selling, preparation or dispensing of food from a mobile food truck must purchase a mobile food vendor permit in accordance with this Chapter and the Administrative Rules and Regulations promulgated by the City Manager.
- (2) An applicant for a Class I Mobile Food Vendor permit shall make their mobile food truck available for inspection by the City of Delray Beach Fire Department at a location determined by the Fire Department. The City of Delray Beach Fire Department shall ensure compliance with all applicable federal, state and local fire safety statutes, regulations, ordinances and codes. Subsequently, every Class I Mobile Food Truck must undergo an inspection by the City of Delray Beach Fire Department every six (6) months.
- (3) All mobile food vendors must display the mobile food vendor permit issued by the City in a prominent and visible manner.

(D) *Permitted Zoning Districts for Operation of a Mobile Food Truck.* Mobile food trucks will be permitted to operate in the following zoning districts:

- (1) Automotive Commercial (AC).
- (2) General Commercial (GC).
- (3) Planned Commercial (PC).
- (4) Planned Office Center (POC).
- (5) Planned Commerce Center (PCC).
- (6) Mixed Industrial and Commercial (MIC).
- (7) Planned Office District (POD).
- (8) Mixed Residential Office and Commercial (MROC).
- (9) Light Industrial (LI).
- (10) Industrial (I).

(E) *Prohibitions.* Mobile food vendors are prohibited from the following:

- (1) Selling or distributing alcoholic beverages;

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- (2) Operating in a City park or City parking lots, municipal beach, state road A-1-A and public rights-of-way, municipal cemetery or residentially zoned neighborhoods unless pursuant to a separate agreement with the City;
 - (3) Operating outside of the permitted zoning districts listed in Section 120.01 (D) above unless pursuant to a separate agreement with the City or this Chapter;
 - (4) Operating on unimproved surfaces, vacant lots and abandoned business locations;
 - (5) Providing or allowing a dining area, including but not limited to tables, chairs, booths, bar stools, benches and standup counters;
 - (6) Selling or dispensing food to customers in a moving vehicle or otherwise engaging in drive-up sales;
 - (7) Parking a mobile food truck:
 - (a) Within twenty (20) feet of a crosswalk;
 - (b) Within two hundred (200) feet of any brick and mortar restaurant or outdoor dining area;
 - (c) Within fifteen (15) feet of any fire hydrant or storm drainage structure
- (F) *Food Truck General Regulations.*
- (1) Mobile food vendors shall remove all waste and trash at the end of each day.
 - (2) Under no circumstances shall grease be released into the City's sanitary sewer system. No liquid waste or grease is to be disposed in tree pits or onto the sidewalks, streets or other public spaces.
 - (3) In accordance with the Florida Department of Business and Professional Regulation guidelines, all necessary control measures shall be used to effectively minimize, or eliminate when possible, the presence of rodents, roaches and other vermin and insects on the premises of all mobile food Trucks. Each Mobile Food Vendor shall maintain a log containing a written record of the control measures performed by exterminators or other pest control businesses on the mobile food truck. This log shall be open to inspection by City Code Enforcement Officers.
 - (4) Mobile food vendors must not engage in food preparation if the vehicle does not provide water and waste systems as required by the Florida Department of Business and Professional Regulation or otherwise fails to meet sanitation and safety requirements.
 - (5) All food service equipment utilized by the mobile food vendor shall be maintained in good repair and a clean condition.
 - (6) A mobile food vendor shall use only single-service food utensils. All single-service food utensils such as cups, straws, knives, forks, spoons and stirrers shall be individually wrapped, kept in a clean place, properly handled and shall be used only once. All cups and containers for bulk drinks shall be stored in closed cartons and served from dispensers which protect their rims from contamination by customers, dust, dirt or flies.
 - (7) All pre-packaged food must be individually wrapped and must comply with the labeling requirements provided in 21 CFR Part 101, as amended. No person shall keep or offer for sale individual portions of perishable food products which have been rewrapped or repackaged or portions of which the identifying date on the wrapper has been altered, disfigured or changed in any manner.
- (G) *Operating Requirements.*
- (1) Mobile food trucks shall be permitted to operate between 9:00 a.m. and midnight each day of the week.
 - (2) Mobile food trucks shall not be parked at one location for longer than six (6) hours.
 - (3) A mobile food truck may operate at a single location up to a maximum of four (4) days per week but no more than three (3) consecutive days.

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- (4) Mobile food trucks shall not exceed ten (10) feet in width, including any side extensions of awnings, twenty-four (24) feet in length, including the length of any trailer hitch, the trailer or other extensions.
 - (5) Mobile food trucks must be self-contained when operating, except for the required trash and/or recycling receptacles, which must be attached to the mobile food truck, and shall not impede free movement of automobiles or pedestrians. The mobile food vendor shall keep all areas within five (5) feet of the mobile food truck clean of grease, trash, paper, cups or cans associated with the vending operation.
 - (6) No more than one mobile food truck shall operate on any property at any one time, except as may be permitted by a special event or special use permit issued by the City.
 - (7) Mobile food trucks operating at a site for a duration of more than three (3) hours shall have a written agreement, available upon request, which confirms that employees have access to a flushable restroom within one hundred fifty (150) feet of the vending location during the hours of operation.
 - (8) Mobile food trucks shall be operated only by the mobile food vendor permittee or by an authorized employee of such permittee.
- (H) *Refrigeration and Heating Equipment.*
- (1) All mobile food trucks shall have adequate mechanical refrigeration equipment that is capable of maintaining food or drink at a temperature of forty (40) degrees Fahrenheit or less, if any food or drink is required to be kept cold.
 - (2) All mobile food trucks shall have adequate mechanical heating equipment that is capable of maintaining food or drink at a temperature of one hundred forty (140) degrees Fahrenheit or more, if any food or drink is required to be kept hot, or capable of heating food or drink to a temperature of one hundred sixty-five (165) degrees Fahrenheit or more, if any food or drink is required to be heated.
 - (3) All mechanical refrigeration and heating equipment shall be equipped with a thermometer.
- (I) *Food Service Provided to Persons Engaged in Construction.* Class II Mobile Food Trucks that are being used to provide food and drink to persons engaged in construction in the City of Delray Beach are exempt from the provisions of Section 120.01(D) above, provided such vehicles are only parked for a maximum of fifteen (15) minutes.
- (J) *Penalty.*
- (1) A Code Enforcement Officer or a Law Enforcement Officer may issue a civil citation for a violation of this Chapter pursuant to the procedures and amounts listed in Section 37.45 of this City's Code of Ordinances. Each violation shall constitute a separate instance for which a separate penalty may be imposed in accordance with the penalties listed below:
 - (a) If the offense is the first offense, a maximum fine of three hundred twenty-five dollars (\$325.00) may be imposed.
 - (b) If the offense is the second offense within the preceding twelve (12) months, a maximum fine of five hundred dollars (\$500.00) may be imposed.
 - (c) If the offense is the third offense within the preceding twelve (12) months, the mobile food vendor permit may be revoked.
 - (2) For the purposes of this section, "offense" shall mean a finding of violation by the Code Enforcement Board or payment of the noncontested civil penalty in Section 37.45(Q) of this City's Code of Ordinances. An offense shall be deemed to have occurred on the date the violation occurred. An offense occurring twelve (12) months after the last offense shall be treated as a first offense for purposes of incurring new fines and penalties.

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- (3) If, at any time, the Florida Department of Business and Professional Regulation revokes or suspends the mobile food vendor's license, the City's Mobile Food Vendor permit shall be deemed to have been simultaneously revoked or suspended.

([Ord. No. 04-16](#), § 1, passed 1/19/16)

ATTACHMENT 2

Sample Mobile Food
Dispensing Vehicles LDC
amendment taken from the
April 11, 2019 staff report

**Sample Mobile Food Dispensing Vehicles LDC amendment taken
from the April 11, 2019 staff report**

Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50 of the Land Development Code

(49) Mobile Food Dispensing Vehicles

a. Definitions:

1. Food Truck. A vehicle (including trailers) operated by a Mobile Food Dispensing vendor to prepare, cook, assemble and sell food at multiple locations.
2. Food Cart. A Mobile Food Dispensing vendor that sells pre-packaged food, such as hot dogs or boiled peanuts from a movable, non-motorized cart.
3. Lunch Truck. A vehicle operated by a Mobile Food Dispensing vendor to sell pre-packaged food, such as sandwiches, drinks and chips, at multiple locations.
4. Mobile Food Dispensing vendor. A person who prepares, dispenses or otherwise sells food and beverages from a Mobile Food Dispensing Vehicle.

b. Permit required:

1. A host or special event permit is required. For Mobile Food Dispensing Vehicles on private property, the property owner is required to obtain a host permit that displays a sketch and picture of the area designated for the Mobile Food Dispensing Vehicles. Community events, both on public and private property, are required to obtain a special event permit and the Mobile Food Dispensing Vehicles are required to be shown on the special event permit application.
2. Mobile Food Dispensing Vehicles are required to obtain a permit and provide or obtain:
 - a. An Ormond Beach business tax receipt for the Mobile Food Dispensing Vehicle which is required to be renewed annually.
 - b. A State of Florida Division of Business and Professional Regulation license.
 - c. A Certificate of Insurance – General Liability coverage listing the City of Ormond Beach as certificate holder (\$1,000,000 policy).
 - d. A picture of the Mobile Food Dispensing Vehicle.
 - e. Fire Inspection review: Prior to operating within Ormond Beach, each Mobile Food Dispensing Vehicle is required to be inspected by a City Fire Inspector to determine the operation is in compliance with the applicable codes and standards of the Florida Fire Prevention Code applicable to such uses. This inspection is required prior to the issuance of a city permit and shall be required every six months. If the Mobile Food Dispensing vendor provides documentation of a state fire inspection, the City Fire inspection fee shall be waived.

c. Locations:

1. The City may authorize Mobile Food Dispensing Vehicles on public property in association with special events.

2. Large scale community events hosted by Houses of Worship designed to attract over 500 people.
3. Within the Interlocal Service Boundary Area (ISBA) with recognized itinerant vending during recognized special events per Section 2-87 of this Land Development Code.
4. Malted Beverage Producers within the I-1 (Light Industrial) zoning district per Section 2-57 of this Land Development Code.
5. Lunch trucks are allowed within the I-1 (Light Industrial) zoning district.
6. Mobile Food Dispensing Vehicles are allowed on private property (specify one a week or a certain number of times per year) within the following areas (specify areas):
7. Prohibited locations.
 - a. On any right-of-way without an authorized special event permit.
 - b. Any developed residential use, including single-family, duplex, or multi-family.
 - c. On any vacant lot.
 - d. Within XXXX feet of a restaurant as measured from the food truck to the front door of the restaurant.
- d. Operational standards:
 1. Hours of operation: Shall be limited to 8:00 am to 10:00 pm.
 2. Lunch trucks may not operate more than 60 minutes at any one location in any 6-hour period.
 3. Define sales area: Shall be shown on the host or special event permit and cannot be over 30% of the parking lot area. Temporary dining areas may be provided in association with Mobile Food Dispensing Vehicles.
 4. Storage and parking: Mobile Food Dispensing Vehicles shall not be allowed overnight.
 5. Trash disposal: The property owner or special event permit holder is required to provide trash receptacles and ensure that Mobile Food Dispensing Vehicle are kept clean.
 6. The property owner or special event permit holder shall be responsible for the provision of rest room facilities.
 7. Host property owners on private property shall have no active code violations to allow Mobile Food Dispensing Vehicles.
 8. Mobile Food Dispensing Vehicles shall not block vehicular or pedestrian circulation for ingress or egress to the site.
 9. Mobile Food Dispensing Vehicles shall not park or otherwise impact existing landscaped areas.
 10. It is prohibited for Mobile Food Dispensing Vehicles to create a nuisance condition to include, but not limited to, displaying flags, creating loud noises, shouting, or outdoor music.

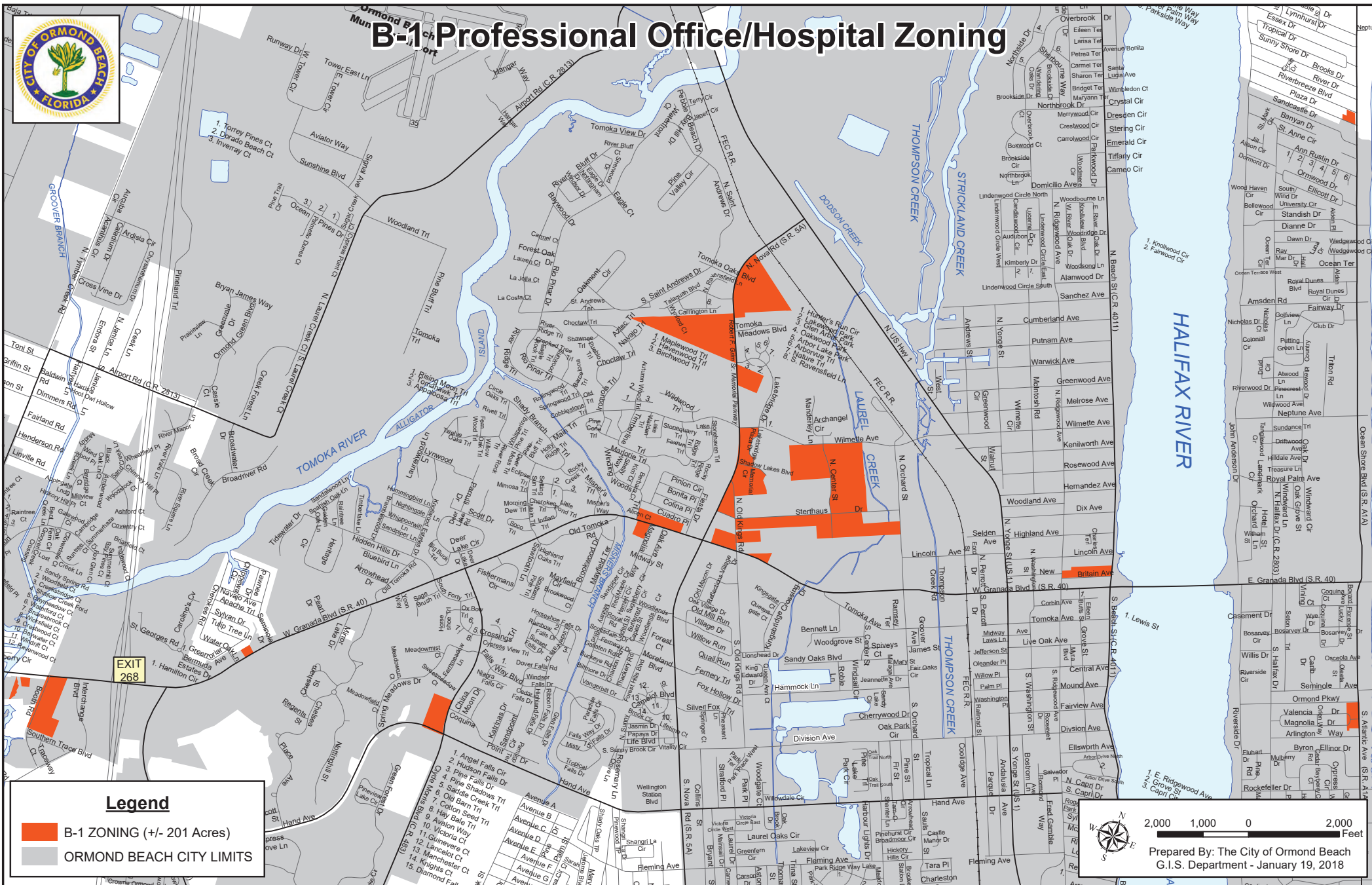
11. Signage: An A-frame sign in accordance with the maximum size limit and number of signs under the A-frame sign regulations provided under Section 3-46 of the Land Development Code is permitted within 15' of the Mobile Food Dispensing Vehicles. No other flags, pennants, balloons or other signage is permitted.
 12. No alcoholic beverages are allowed.
 13. Setback: The minimum required setback for Mobile Food Dispensing Vehicles from the public right-of-way shall be at least 15 feet.
- e. Enforcement:
1. Host or special event property owners are responsible to ensure Mobile Food Dispensing Vehicles have their City and state licensing and inspections.
 2. If within any one (1) year period, there are two (2) demonstrated code violations of the Mobile Food Dispensing Vehicle regulations, as proven through the Special Master code enforcement process, the right by the property owner to have any Mobile Food Dispensing Vehicles shall be suspended for 90 days. Upon the issuance of a second notice of code enforcement violation by either a Neighborhood Improvement Officer or Police Officer, the ability of the property owner to have the Mobile Food Dispensing Vehicles shall be suspended until the finding of the Special Master hearings are complete. If the Special Master determines that a second violation has occurred, the ability to have Mobile Food Dispensing Vehicles shall thereafter be suspended. If the Special Master determines that no violation occurred, the property owner shall be permitted to resume the operations of the Mobile Food Dispensing Vehicles.

ATTACHMENT 3

City zoning districts

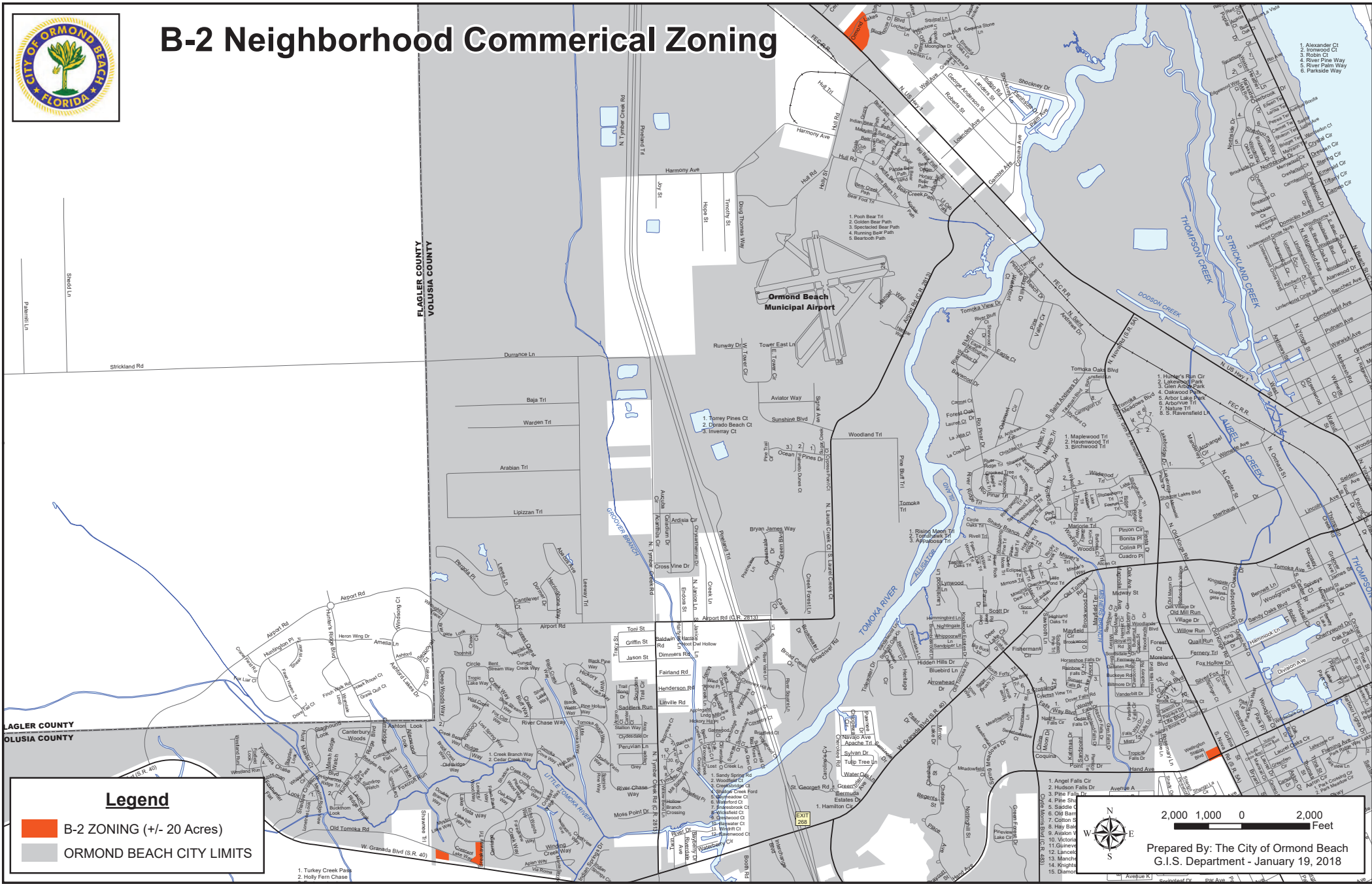


B-1 Professional Office/Hospital Zoning



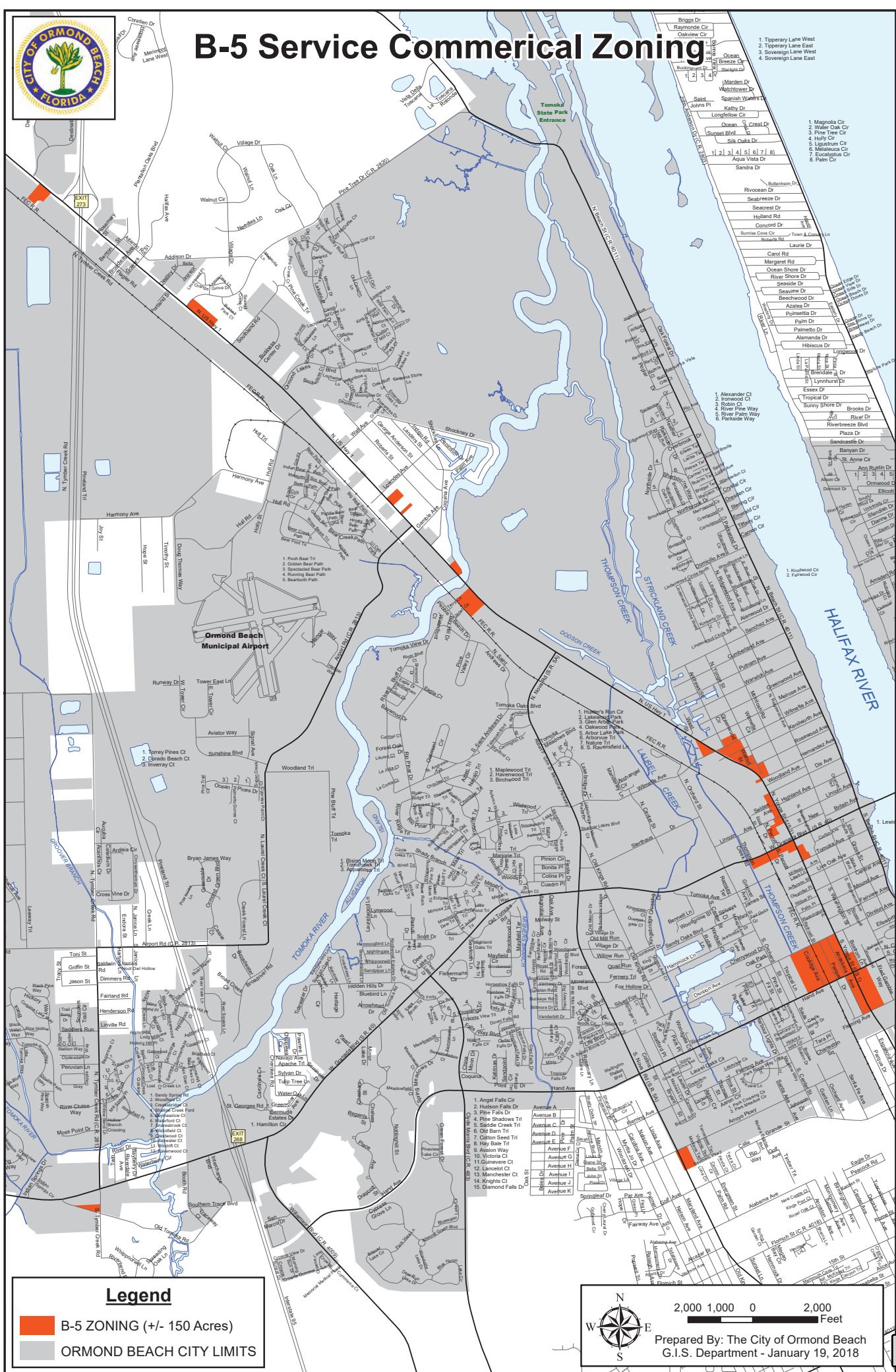


B-2 Neighborhood Commerical Zoning



2,000 1,000 0 2,000 Feet

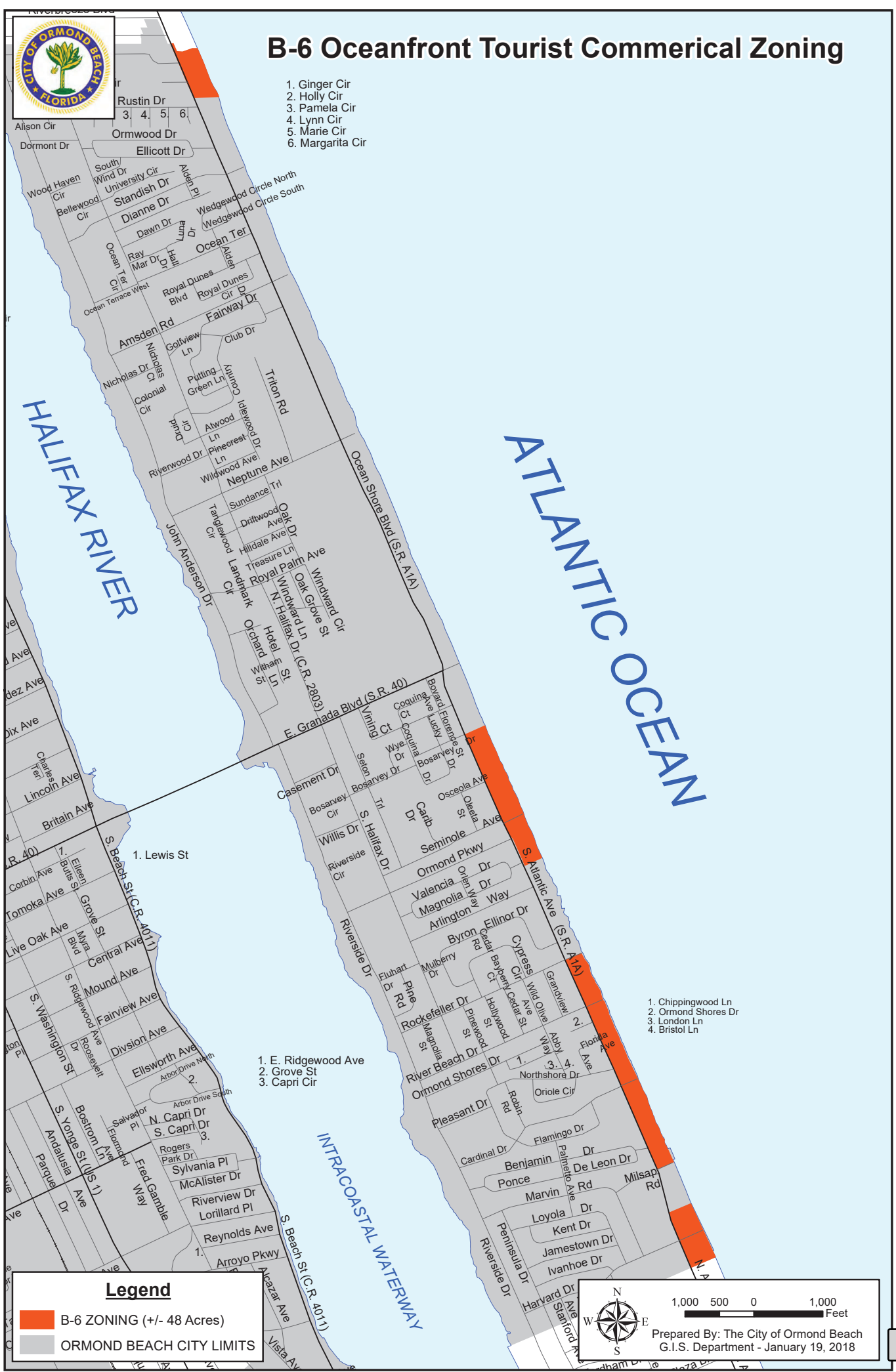
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018





B-6 Oceanfront Tourist Commerical Zoning

- 1. Ginger Cir
- 2. Holly Cir
- 3. Pamela Cir
- 4. Lynn Cir
- 5. Marie Cir
- 6. Margarita Cir



Legend

- B-6 ZONING (+/- 48 Acres)
- ORMOND BEACH CITY LIMITS

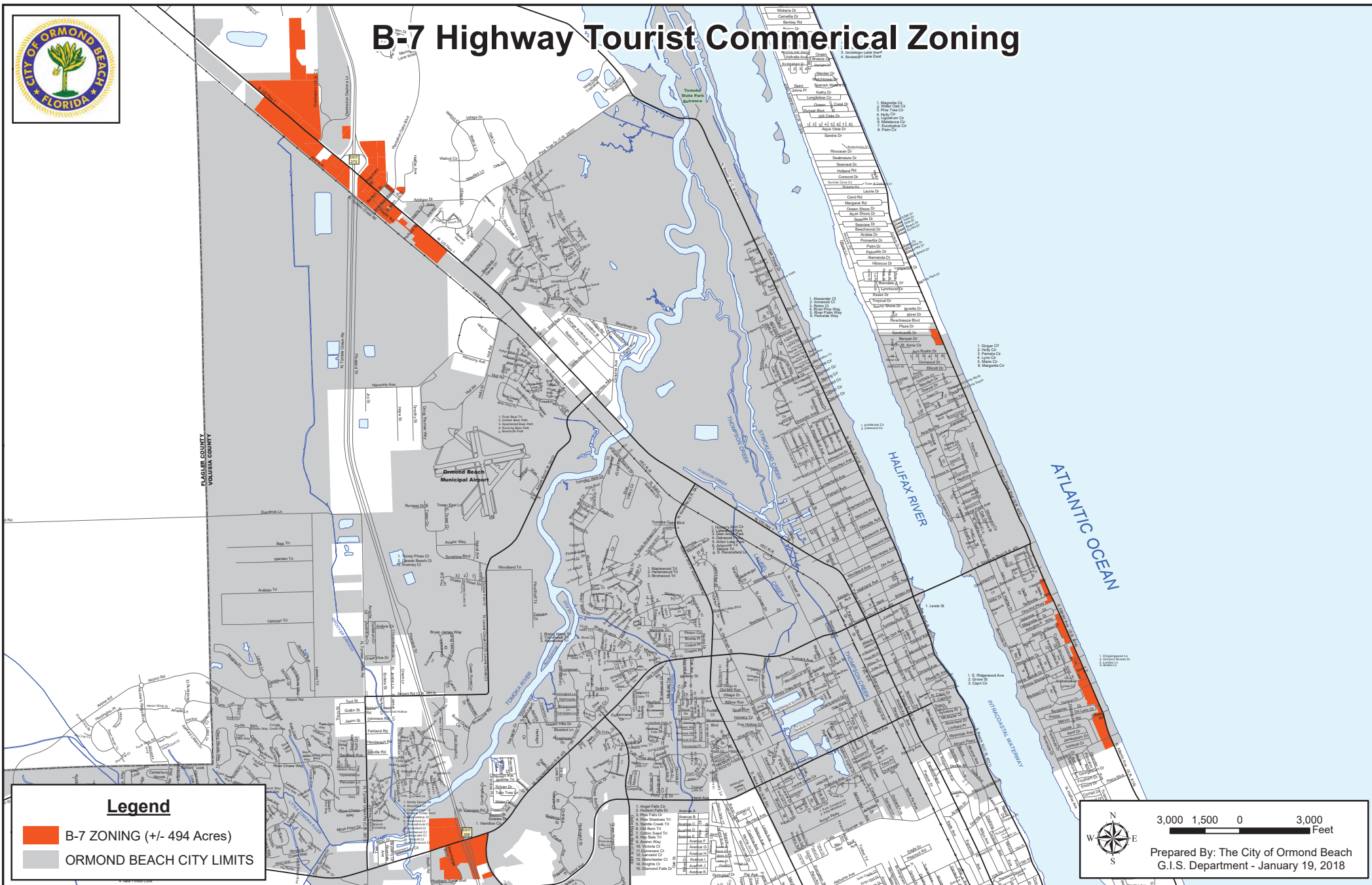


1,000 500 0 1,000 Feet

Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018

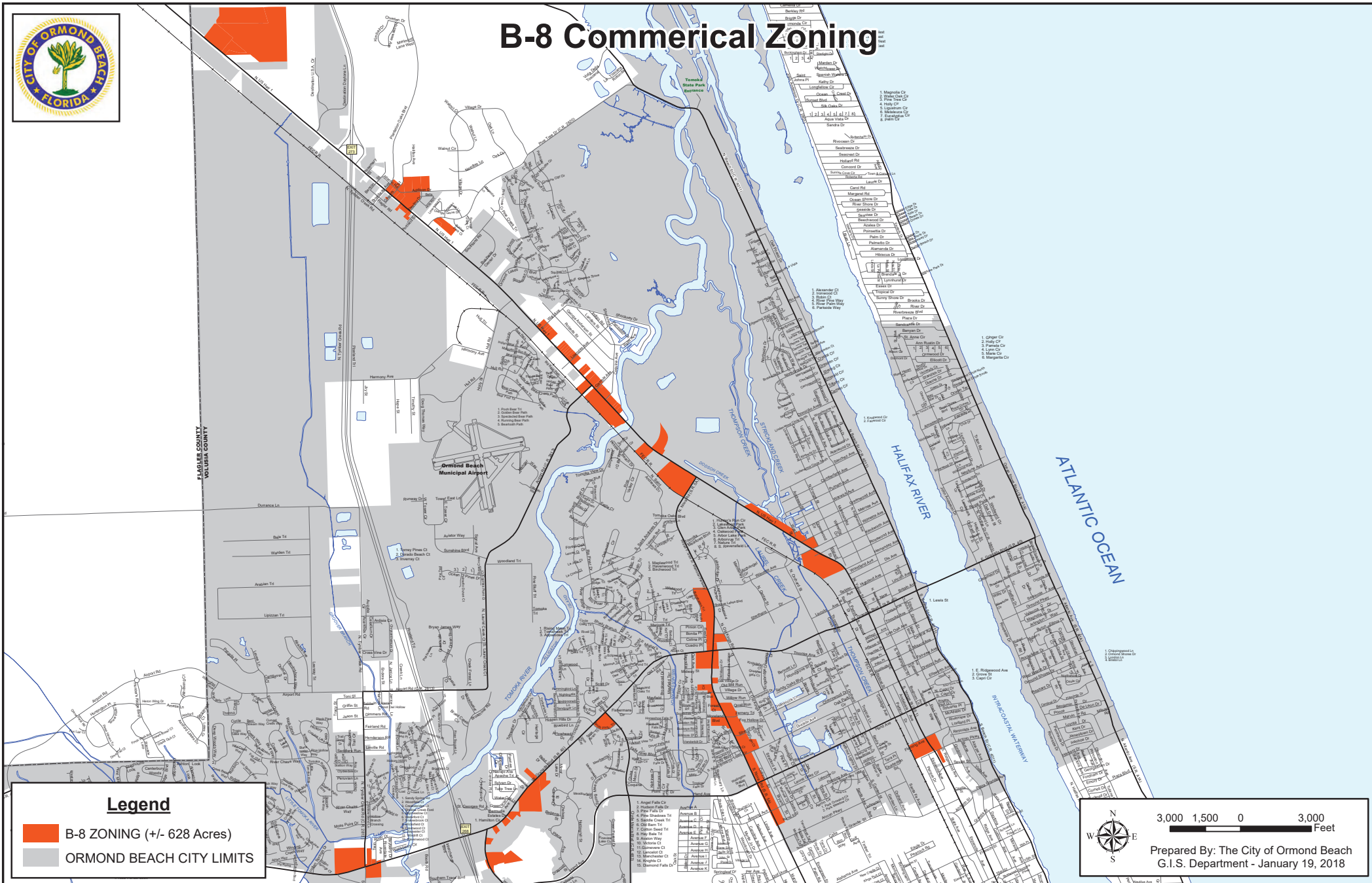


B-7 Highway Tourist Commerical Zoning



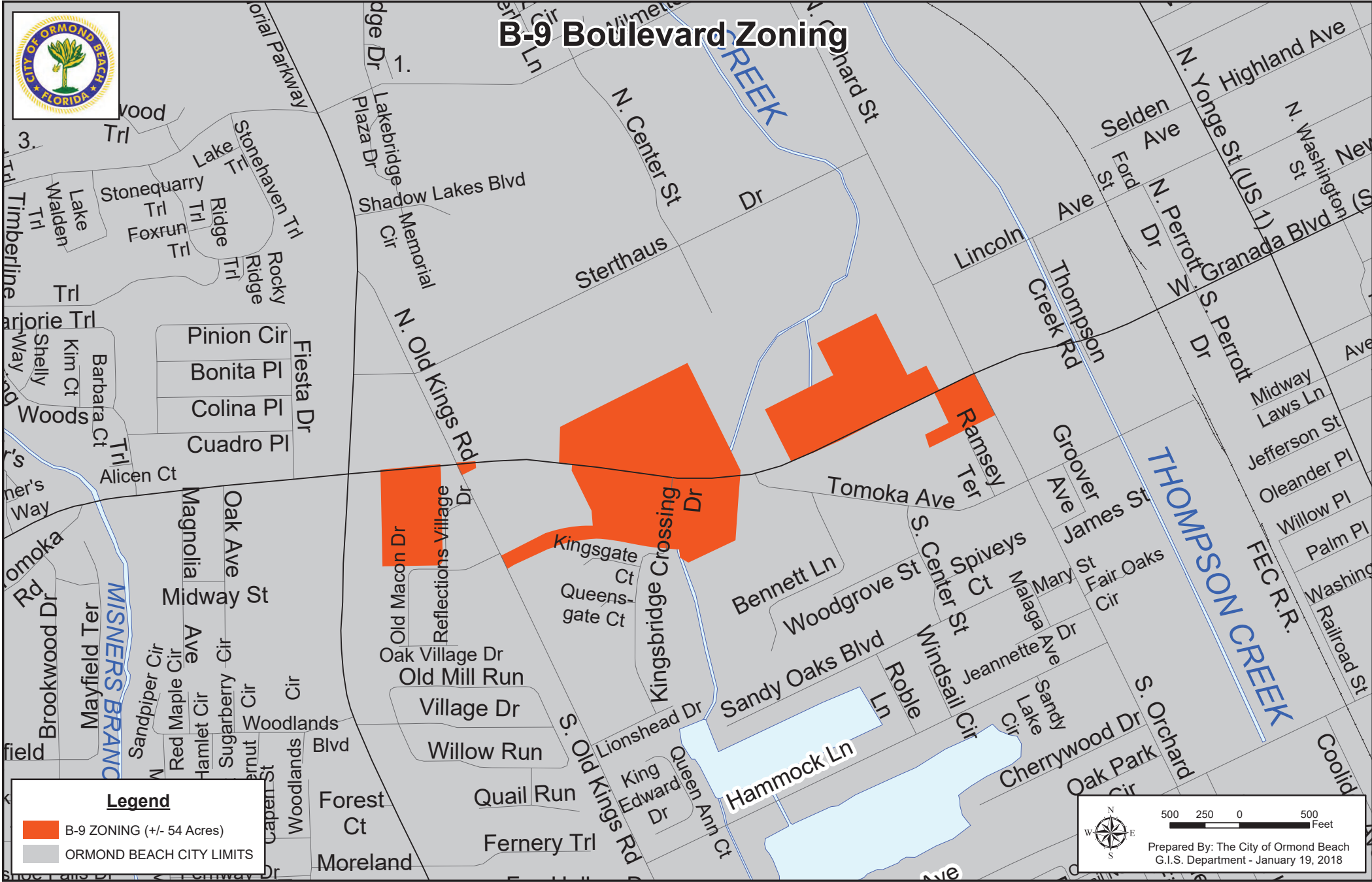


B-8 Commerical Zoning



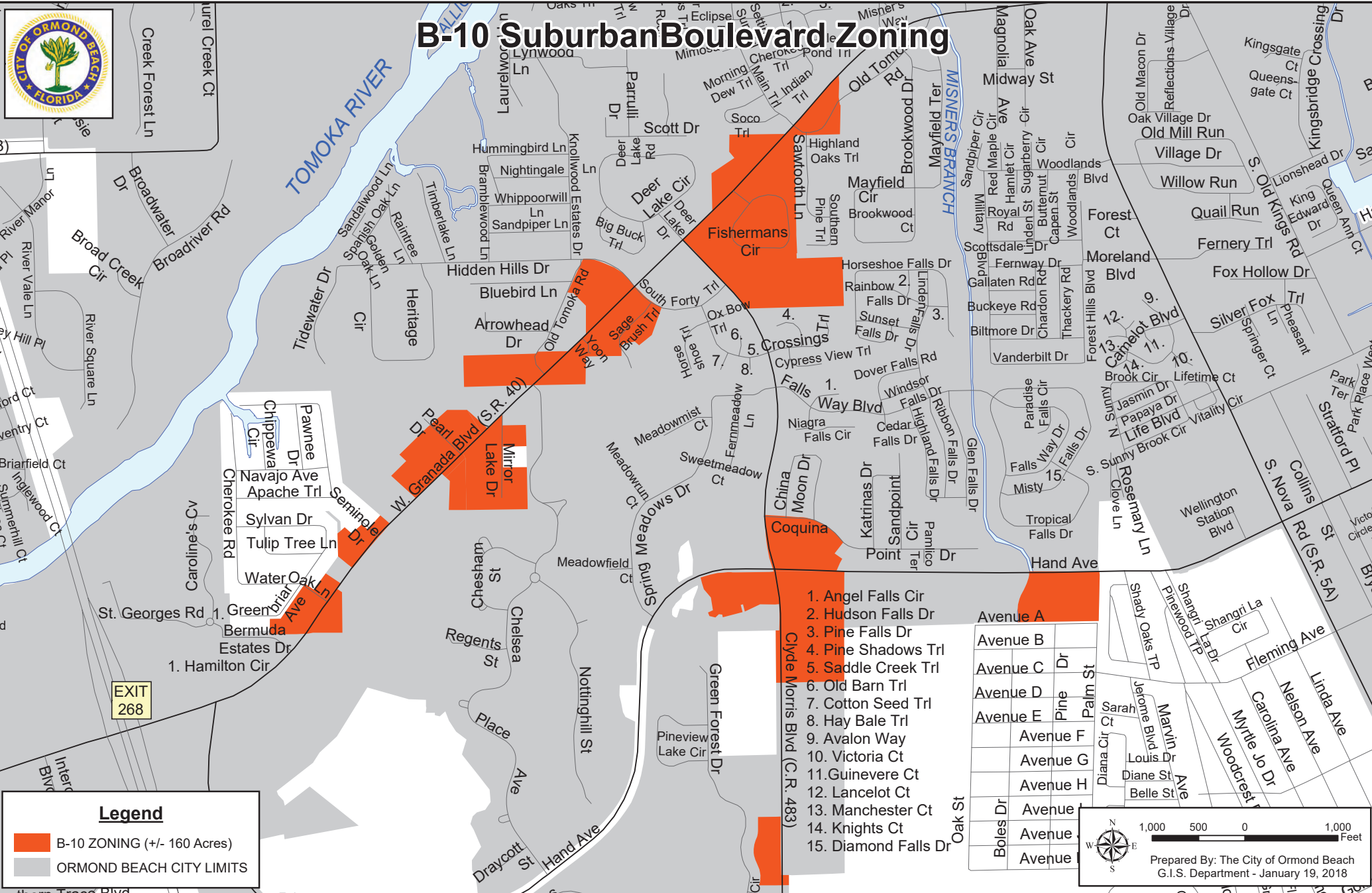


B-9 Boulevard Zoning





B-10 Suburban Boulevard Zoning





I-1 Light Industrial Zoning

FLAGLER COUNTY
VOLUSIA COUNTY

Ormond Beach
Municipal Airport

Legend

- I-1 ZONING (+/- 1309 Acres)
- ORMOND BEACH CITY LIMITS

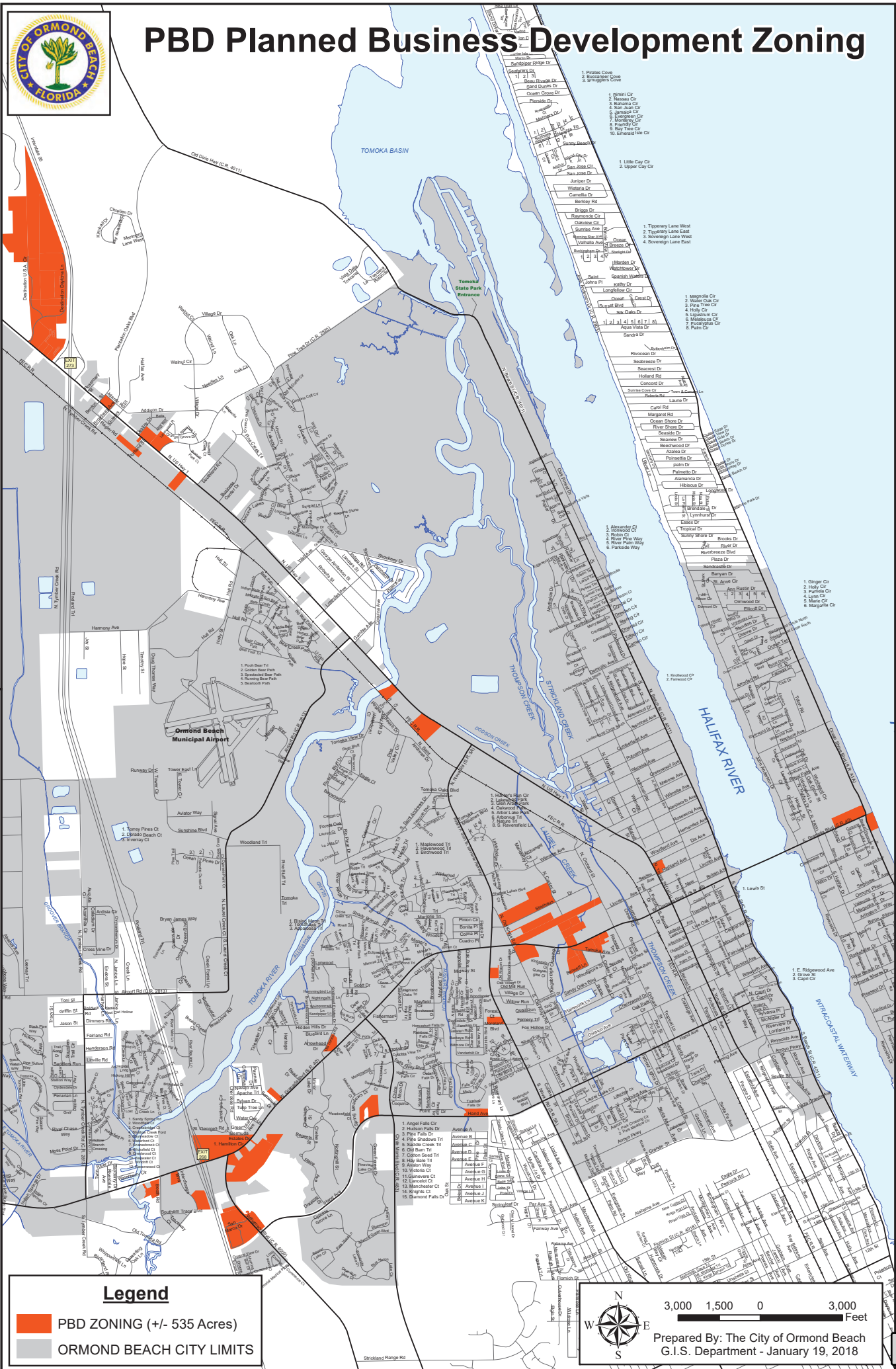


3,000 1,500 0 3,000
Feet

Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018



PBD Planned Business Development Zoning



Legend

- PBD ZONING (+/- 535 Acres)
- ORMOND BEACH CITY LIMITS

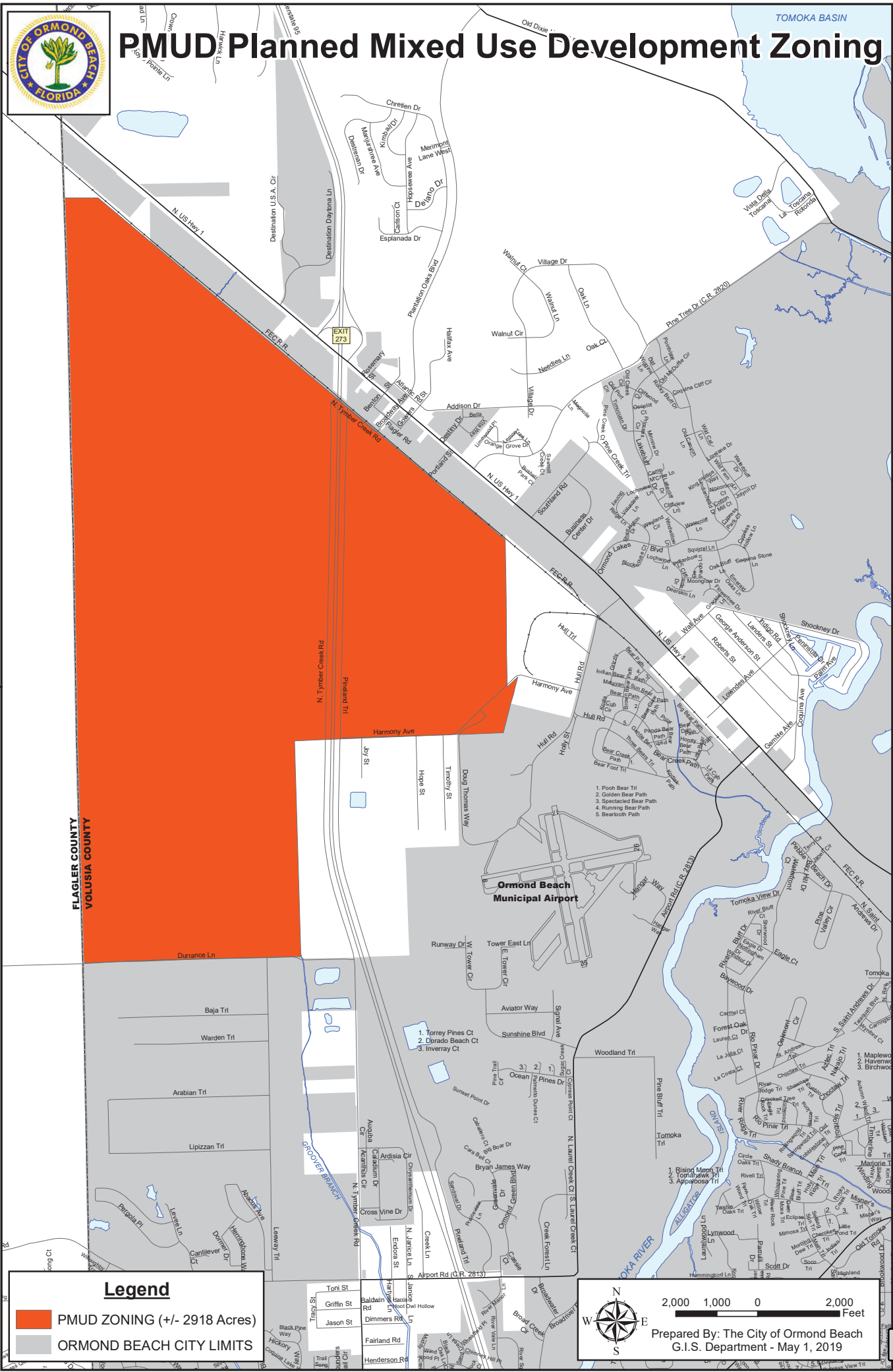


3,000 1,500 0 3,000 Feet

Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018

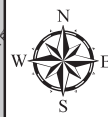


PMUD Planned Mixed Use Development Zoning



Legend

- PMUD ZONING (+/- 2918 Acres)
- ORMOND BEACH CITY LIMITS



2,000 1,000 0 2,000 Feet

Prepared By: The City of Ormond Beach
G.I.S. Department - May 1, 2019

likely in September. Mr. Spraker explained that the City will be back here to assign land use and zoning for the entire area. This project will keep giving actions for the Planning Board to look at.

Chairman Thomas asked if anyone had any questions for Mr. Spraker.

Ms. Shull asked who collects the taxes. Mr. Spraker answered that today it is Volusia County. When it is annexed the City would then become the entity that gets the City portion. Volusia County will still get their portion.

Mr. Jorczak stated that he went up to the Grand Opening and the ribbon cutting of the project and thinks it is more than people in Ormond Beach thought it would be and deserving of the agreement and annexation.

Chairman Thomas asked if there was anyone in the audience that would like to speak.

Mr. Parker Mynchenberg, 1729 Ridgewood Avenue, owner and engineer on the project is excited about the annexation coming forward and feels it is the first step coming into the City of Ormond. Mr. Mynchenberg stated he would be happy to answer any questions. He thanked Mr. Clay Ervin at the County level. Mr. Thomas opened the meeting up for questions on the matter. A member from the audience asked what the anticipated build out time was. Mr. Mynchenberg replied they have 97 lots that are manufactured homes for a portion of the site. Depending on the market and absorption he thought that portion would be completed in 5-6 years. They are looking at other sections to do conventional stick built housing that may start next year. It will again be market driven with 1577 lots total.

Mr. Briley made a motion to approve M 2019-069: North U.S. 1 Interlocal Service Boundary Agreement (ISBA), First Amendment. Mr. Jorczak seconded the motion. Vote was called, and the motion was approved (6-0).

B. LDC 2019-059: Mobile Food Dispensing Vehicles (food trucks)

Mr. Spraker, Planning Director, stated that within the packet was a memo that addresses some of the concerns that were brought up at the last meeting. There are 4 areas that allow food trucks today through policy: 1) through large scale civic events hosted by a city or non-profit; 2) large scale non-profit events; 3) within the Interlocal Service Boundary Agreement, which is the north U.S. 1 corridor doing special events and; 4) the only case where it is allowed on private property today is within malted beverage producers in the I-1 zoning district. Staff attempted to give questions to provide parameters for the discussion tonight:

1) Should food trucks on public property be expanded to include sporting events and food truck events? The option presented for that one was yes or no. If yes, basically the City staff, Leisure Services Board, City Manager and the Commission will come up with a policy and determine what parts will or will not be appropriate. There will be discussions through the Leisure Services Advisory Board. That policy will be through a separate entity other than the Planning Board. It is not necessary to get into which park is appropriate and which park is not. It will be a yes or no option.

2) Should food trucks be allowed on private property? The current policy reflects just the malted beverage producers. The City tries to frame suggestions of no - it should not be allowed, it should only be allowed through a public hearing Special

Exception to allow it along major roadways or by zoning designations, or concerns within a downtown overlay district, so it is an area that can be excluded out.

3) If there is a desire to provide it on private property the next question would be how often you want to allow it? Options are there is no limit, it can be done seven days a week on any private property, or a specific number of days per week. It does not mean a food truck cannot go to multiple properties, but that 1 individual property can only do it 1 day per week. Other jurisdictions, such as DeLand allow food trucks twelve days per year. You can do it once a month.

4) Should there be a distance separation for restaurants? The options range from no distance requirements to 100 – 250 +. A written exception from the restaurant may be considered from a restaurant that desires to host a food truck. For example, the City heard that La's Bistro works with food trucks. There may be a provision to allow it, with a written consent of the restaurant.

5) Should lunch trucks be allowed? If yes, is the I-1 zoning district appropriate? In the current policies lunch trucks, specifically designed to provide quick lunches to major employment centers, are not currently allowed. During the discussion of food trucks for the malted beverage producers, Planning Board members stated that lunch trucks are occurring within the City. If food trucks are allowed within the City, then there is no need for a separate allowance for lunch trucks. If there is a desire not to allow food trucks in the City, an option would be to allow lunch trucks under certain conditions.

Chairman Thomas asked the board if food trucks should be allowed on City property, and started with Mr. Scudiero. Mr. Scudiero explained that he is somewhere in the middle. He would have problems with #1 as a blanket approval. Mr. Scudiero stated that he would need conditions and parameters for reasons like that of food truck fundraisers which fund youth trips, and the effects for-profit entities at public parks would have on them.

Ms. Tolland stated food trucks should be allowed at sport complexes and parks, and has confidence in Robert Carolin, City Leisure Services Director, that something could be worked out between the vendors and sponsors of that concession during an event.

Ms. Shull stated that she is for the food truck idea and likes the ability of food trucks to be on City property, especially in parks. Ms. Shull continued that she read about food truck day in the City park, not necessarily daily but during certain events to incorporate food trucks on City property. Citizens spoke during past Ormond Beach meetings that they like having outdoor events, and she supports it.

Mr. Jorczak added that he would be inclined to craft rules up that would allow for the food trucks on public property. There are areas that would benefit if time restrictions were placed on them. If more people were occupying these facilities on the weekends rather than daily, something may be able to be worked out with respect to specific sporting events and fundraisers. Exceptions could be carved out that permit non-competition with certain situations. Mr. Jorczak continued that he would be in favor of permitting food trucks in general and the park areas, with respect to sporting areas.

Mr. Briley stated that his initial concern was that if City staff can come up with something and Leisure Services is okay with it that we can find a way to incorporate them at sporting events and does not see a problem. Mr. Briley continued that his concern with parks is that if the subject is regarding a restriction of the downtown

area there are 5 parks there. At Casson Park, Ike Leary sells hotdogs and food and has a contract as a tenant with the City of Ormond Beach, which would be a concern. Mr. Briley stated that other than the downtown, and the parks there, he does not have a problem with food trucks setting up at other parks around the City.

Chairman Thomas asked if Mr. Briley has a problem with food trucks setting up at Andy Romano Park because of their contract due to lack of room. There is a big question about putting a food truck in the parking lot there due to a legal issue. Mr. Spraker replied that as part of the development of policies that each park can be gone through to see which ones would not be eligible. The two previously stated being two good examples. Mr. Briley stated that when talking about public parks and sporting event venues he sees the City sponsoring a food truck rally at the Nova Road complex, Hull Road or Central Park. Mr. Briley suggested not closing off the parks, just the ones there is a concern about being in a current vendor contract or downtown area.

Chairman Thomas explained that he read letters where people have commented that they would rather go to a food truck after coming from the beach. Chairman Thomas continued that if a food truck is set up in Central Park where there is no competition, perhaps one time per day. Mr. Briley rephrased his earlier comment about the City sponsorship, and how it is not necessarily the City that is sponsoring it, but allowing it. Chairman Thomas replied that he does not have any problem with the parks and recreation area as long as it does not interfere with the people the City is already dealing with and it is taking money from them. The city has a lot of children and they like to go to Cooper's town and different places. He continued that it can be worked out as long as baseball and softball have a seat at the table on it. Mr. Briley wanted to clarify that the downtown parks would be exempt for special events such as the four corners and other events downtown and at Rockefeller Gardens, wherever food trucks are brought in.

Ms. Shull inquired if Main Street was A1A to Orchard Street. Mr. Briley replied that was correct. Chairman Thomas replied it was downtown. Mr. Briley called it the Main Street District. Ms. Shull continued that the main problem is across the street from City Hall, between north Beach Street and U.S. 1 where the Chamber is and how there is no parking, therefore she cannot see where a food truck would park. Mr. Spraker replied that could be in a future question. Ms. Shull answered yes, and questioned if Mr. Spraker would look at each park individually and address it. Mr. Spraker replied correct and sees the board is in favor of the concept but there are concerns about existing vendors and is interested in seeing how it will impact the concessions at the sports complex.

Mr. Scudiero commented that he does not want to see a blanket every day of the year, every park type approval. Mr. Spraker replied that there will be an actual City Policy on it and first it will go to the Leisure Services Advisory Board, then the City Commission. This will give opportunities for everyone to comment on it.

Chairman Thomas continued with question #2, if food trucks should be allowed on private property. Mr. Jorczak replied other than special event type situations, he is not crazy about the concept and would rather there be a tighter arrangement of control. Both from time and location standpoints. Chairman Thomas asked Mr. Jorczak if it would include places of mass employment. Mr. Jorczak replied industrial and office buildings can be permitted on an individual basis. He does not want it opened up to anyone that has private property where they can qualify to stick

a food truck on it. Chairman Thomas turned to Mr. Spraker for additional feedback on the subject. Mr. Spraker replied that it would be best to get everyone's opinion and get the direction of the board first. City Attorney Randy Hayes, City Attorney stated coming from a regulatory perspective there will be combination or regulations in the Land Development Code and policies to be implemented administratively based on the elements within the ordinance. The ordinance is effectively the local law. The planning staff is looking for general direction and will hone down and define the parameters. For instance if the board feels it is appropriate to have food trucks in public parks, for some it may not be possible for various legal reasons, and others it may be appropriate with conditions in the Land Development Code as a regulation to define the parameters. Relating to private property, there may be elements that the board may not think should be included needing stricter requirements that can be built into the ordinance. He continued that the planning staff is looking more for general direction from the questions asked prior. Attorney Hayes stated he will meet with them following to figure out how to sculpt something thereafter which will generate additional questions.

Mr. Jorczak echoed that he does not want a blanket private property arrangement, but define where, when, how, what the parameters might be. There is a need for industrial parks that have no cafeteria facilities, which in turn also works for the food vendor. The need is to hone down on where the board wants to permit it as a tightly defined arrangement.

Mr. Briley stated he did not have a problem with food trucks in large parking lots at places of employment for those that give their employees a half an hour lunch that do not have time to drive to pick up lunch. He added that commercial private property is one thing but does not want to see a food truck out front of a birthday with a bounce house in the front yard. He would like to hear more discussion as there may be opportunities such as a large scale office complexes and business parks.

Ms. Shull commented that she agrees with both prior comments and feels private property should be allowed with exceptions. Commercial differs from residential. If someone is throwing a party on their two acres with sufficient room and space for the food truck so it does not have to park in the street blocking traffic. Adding specifics in a regulation with the amount of space around the truck and specifics on where it should park, on a specific area of land. Her company held a customer appreciation event in their parking lot and would have loved to have had a food truck there.

Ms. Tolland stated she is more liberal and likes the idea of food trucks on private property and did not delineate commercial and residential and was not thinking residential. Her ideas were at churches and places of employment like Security First with large parking lots. It is an opportunity to bring young people to gather together in a large area, as long as it is not taking away from the bricks and mortar and the downtown area. La's Bistro has a large parking lot.

Mr. Scudiero stated he was not here when the example of what was approved in #1 is the perfect example for a food truck and would have voted for it if he was in attendance at the time. It is isolated, serves a need, does not impact surrounding businesses in any harmful way. Mr. Scudiero is also fine with #2 but answers a no to #3. He does not want it anywhere near downtown. There are too many jobs at stake. No on #4. Sure on #5, with consensus of the board and commission – it can be expanded from what is in #1 and #2 but will not support anything that puts it in the area between Beach Street and U.S. 1.

Chairman Thomas stated that he is in agreement with everything discussed but believes it would be best to speak with the owner of the whole property of La's Bistro, not only the individual business person. He continued that he is pretty good with all of it. Mr. Scudiero commented that nothing would stop La's Bistro if the property owner wanted to seek permission to do it with a band downtown, he inquired if they could still seek a Special Exception type of approval. Mr. Spraker answered correct, that they can do a Special Exception to allow food trucks under certain conditions. An example of this is when Ormond Outpost did something similar which they allow approximately twice per month. Summarizing, Mr. Spraker commented that what he heard from the board discussion is that large employers, industrial zoning district, looking at large properties such as a shopping plaza like Tomoka Plaza would be places where food trucks would be appropriate. Ms. Tolland commented inserting a clause for a certain distance away from competing restaurants if they are in disagreement with food trucks. Mr. Spraker replied that the planning department is trying to give the board a framework and from there can be massaged when it comes back as well as give opportunity for written or public comments. He is attempting to get the broad parameters to bring back something that is in the ballpark.

Mr. Spraker continued with question #3 how often should industrial large employers, large lot areas be allowed to have food trucks. If they are not one of those three and they are still interested in having a food truck, they can go through the Special Exception like Mr. Scudiero said. Some allow it certain number of days per week, and some allow it a certain number of times per year.

Ms. Tolland asked how difficult it is to go through a Special Exception and what is involved. How long does it take and the cost? Mr. Spraker replied it is about a two month process involving the Planning Board and City Commission with fees of approximately \$1600.00. Ms. Shull asked if that process and price is only for one event or if they have to come back for every event. Mr. Spraker replied typically what has been historically done is grant the exception for a three year period. After three years if they do not have multiple violations, they come back and get it on a permanent basis which has been done on the north U.S. 1 corridor. The Planning Board could allow it for a longer period of time. They can be exempted from special event fees because they paid a Special Exception fee. The acreage size can also be looked at.

Mr. Briley commented that he can see it go a couple of different ways; a certain number of days per year such as La's Bistro, or can also have the Special Exception process for events like Bike Week, where they would apply for a permit for a specific number of days. Mr. Spraker replied if using the DeLand example you can give them twelve days per year and they can do it once a month, or the last week in a bike week so they would have flexibility.

Ms. Tolland asked if you can do it not to exceed a certain amount, as many days as you want so it could be all in continuous or separate out not to exceed a certain amount of days in that year. Mr. Spraker recommends doing it a certain number of days and let the operator use it how they so choose. Ms. Tolland then asked how much it would cost for a Special Exception. Mr. Spraker replied \$1650.00 which includes advertising, processing, letters to the abutters, site postings and a newspaper ad.

Mr. Jorczak commented that another thing is when looking at commercial buildings or industrial parks you are looking at five days per week essentially. If a work week

is Monday – Friday, that is where the market you would probably want to do that is if they could generate a customer base consistently fifty two weeks per year. Ms. Tolland asked if lunch trucks could be so much done, different times, and other events a different amount of times. Mr. Spraker answered for example you could allow the industrial to do it once or twice per week, and allow the large employers and properties to do it twelve times per year. You could have some mixing and matching, depending on what you feel is appropriate.

Mr. Scudiero commented that in an example like Security First and how isolated their property will be, he is in favor of them having the ability to have food trucks operate there on a regular basis, but not necessarily every day city wide. Mr. Briley in turn asked if that gives them enough days if given twelve days per year. The consensus is not likely, but Mr. Scudiero stated he is not for A or C. Mr. Jorczak replied perhaps designating different times and periods depending on the zone that it is servicing. Mr. Briley added when looking at St. Petersburg they allow twice per week. Chairman Thomas asked if it could be set up, that it would depend on the need of the company or the customer or a business that operates 7 days per week. He does not have a problem with a food truck going to a place like that every day but not everywhere, every day. Mr. Briley stated that it could be a good example of an application that should come through as a Special Exception so that you could give them the flexibility to do it 5 days per week at their discretion if they want to do it, treating it separately than some of the more administrative things that can be handled through planning and the Site Plan Review Committee. There will not be one approach for all things, and may be multi-dimensional. Attorney Hayes reminded the members that what the Planning Director is saying is not to get hung up in the details, but give him direction and staff will get down into the weeds and figure out how to make this work.

Ms. Shull asked for clarification as an example, if Security First who owns their land and building as opposed to a restaurant or anything in a strip center who does not own their property. They would have to get permission from the owner, the landlord of the company. Would that be the person that would get the Special Exception? Mr. Spraker answered that they would be the host. The landlord is the host and holds the permit. The landlord would authorize the restaurant to be the host. If the food truck does something wrong the property owner would be responsible. Attorney Hayes stated that there will be different elements that will have to be evaluated. For instance, Security First who will have plenty of parking, but looking at other shared commercial parking and shopping areas it creates different challenges. Ms. Shull asked why Security First would need a permit if it is their property that they are having the food truck on. Mr. Spraker replied they cannot have outdoor storage and product displays. The Land Development Code contains regulations. Food trucks are not a principle use. They are an accessory used to that principle building. In order to be outside the 4 walls, they have to be allowed specifically within the Land Development Code or get a Special Exception.

Mr. Scudiero compared the similarity to an example of not being able to have and operate a cemetery in front yards. Even though the homeowner owns the yard, there are still rules.

Mr. Spraker summarized that what he is hearing to the answer of question #3 is that there is desire for the industrial to allow food trucks more times per week and to allow large employers and commercial lots to set a minimum of 12-24 days, if choosing to

go above that doing the Special Exception. Chairman Thomas suggested using an example of Lowe's, if they were having a speaker come in and host a lawn and garden event to allow them to bring in a food truck. Mr. Spraker replied with an example of a commercial property over 2 acres, meeting the operational standards they would be allowed to have food trucks. Considering the size of Chairman Thomas's example, their parking lot has the ability to have the parking. It would be up to the Planning Board and Commission as to how often they would be able to do that. Ms. Tolland suggested discussing the number or a ratio of food trucks allowed in regards to how much property is available. Mr. Spraker replied that the concern from the public safety outlook is what impacts multiple trucks would have on the parking, safety, and track. He continued that it can be looked at and brought back to the board when the City comes back with the amendment.

Mr. Jorczak suggested starting more on the conservative side, allowing 2-3 vendors to have food trucks and then evaluate. The market will shake out how many people can support an individual entity. The food trucks offer a different fare to the customers. He continued that he prefers allowing a few in verses allowing too many. They can rotate on a list for the market after a reevaluation as to how many would be allowed in. Chairman Thomas asked if that could be legally done. Attorney Hayes replied that due to fire safety that it would not be allowed for too many food trucks to be allowed in a small area. Some of it will be self-controlling for a number of reasons. Attorney Hayes continued there is not a need for concern of these issues at the current time because more questions will be generated later during the process when the City drafts legislation that will accomplish what the Planning Board and Commission want to do. Mr. Spraker advised Mr. Jorczak that it will be looked at and will bring back options with the amendment.

Mr. Spraker continued with question #4 asking if there should be a distance separation from restaurants. There are many jurisdictions that do no distance separation to 100-250 feet. There have not been too many that do the higher numbers of 500-1000 feet, but are options. The board may want to allow a waiver if restaurants want to work with food trucks, which in that case they would not be competing, they would be working together. All mentioned are options if decided to include in the ordinance.

Chairman Thomas asked what if there was another restaurant that could bring a food truck in and ask for a waiver, and there were other restaurants within a short distance. Mr. Spraker replied that depending on the distance, distance separation would be needed from all of them.

Ms. Tolland added that the distance could be limited. Mr. Spraker continued that if it is only 100 feet that there may not be any other restaurants and if there are they would need written consent from all of the restaurants. Chairman Thomas confirmed that then that would be outside of the downtown overlay district discussed. Mr. Briley asked what the distance from La's Bistro to Manny's Pizza is. Mr. Spraker replied that he would have to look, but if the board does not think it is appropriate then no distance separation. Mr. Briley continued that in this case La's Bistro wants to work with food trucks and sees no problem with it. Chairman Thomas asked if a distance had to be identified tonight, or if there was a need to know if the distance separation had to be specified and discuss the details of the distance later. Mr. Spraker suggested he preferred to have as much direction as possible but if the direction is no distance separation required then it is time to go on to the next item.

Mr. Briley stated that is where it can get sticky if you actually want a distance separation. Chairman Thomas then stated that he is comfortable with 250 feet because he does not have enough information yet.

Ms. Tolland asked what the estimated distance from La's Bistro and the other restaurants in the plaza are. Mr. Spraker guessed 300 feet. Door to door, or property line to property line would have to be distinguished.

Following discussion, Chairman Thomas asked if anyone on the board was for no distance separation. Following no reply, he stated he was not sure if he wanted 100 feet or 1000 feet due to not having enough examples. Mr. Spraker replied that a minimum size parcel will be established and will give examples from there mentioning Tomoka Plaza and La's Bistro. Mr. Briley continued with Chairman Thomas's example; consider Lowe's having a food truck, and Dustin's BBQ is in the parking lot. Ms. Tolland suggested to be careful as in the instance of if Salty Dog wanted a food truck in their parking lot and asked how close that is to the whole downtown overlay. Mr. Jorczak asked if there was a general consensus that it is not wanted in the overlay? Ms. Tolland replied we do not want it in the overlay. Mr. Spraker confirmed that his notes have it for the industrial, large employers, large lots. The goal is to have it at sites that are appropriate to have food trucks, and large parking lots that are underutilized to provide that public infrastructure. Chairman Thomas commented that if he was asked he would say no food trucks along Granada Boulevard from the Atlantic Ocean out to Tymber Creek. Mr. Spraker confirmed that the board still had opportunity to say so during this process. It was confirmed that Orchard Street is the last street in the downtown overlay. Mr. Spraker advised that the City will do additional work with this and bring it back at a later date.

Chairman Thomas stated there should not be a number of times or a time limit. Mr. Scudiero asked for clarification of lunch trucks verses food trucks. Mr. Spraker answered that a lunch truck is a temporary vehicle, designed for 30 minutes, a quick service. Traditional food truck cooks more food, whereas the lunch truck has sandwiches, sodas and chips. Mr. Briley asked if both types of trucks go through the same rigorous inspections. Mr. Spraker replied yes. Right now these type of trucks are not allowed anywhere in Ormond Beach. They are operating illegally. They would go through the same inspection service with the City.

Chairman Thomas called a member of the public up, Mr. Lee Buckner of Southern State of Mind food truck, 1110 Parkside Drive, Ormond Beach. Mr. Buckner introduced himself and explained the differences of the definition of a lunch truck verses the traditional food truck. Lunch trucks have sandwiches already made, Sorrento's of Holly Hill runs several of them throughout the area in commercial areas. They are not regulated by the DBPR, who regulates food trucks and restaurants. They are regulated by the same people as an ice cream truck. They do not have to go through licensing because they are not preparing the food there on the truck. They are preparing it off-site and selling and delivering it from a van or pickup truck. Chairman Thomas asked if Mr. Bockner was allowed in the brewery areas in the industrial district. Mr. Bockner replied, yes in one brewery that he is aware of. Chairman Thomas asked if he needed a license for doing so. Mr. Spraker replied that they are not allowed anywhere right now in the City of Ormond Beach. The City is aware that they exist but they are not permitted or operating legally. Ms. Tolland questioned if the Grind Restaurant is able to offer lunches to Security First by preparing sandwiches at their restaurant and sell out of their lunch truck there. Mr.

Spraker advised that is correct, but that it is entirely separate if being catered. Whatever vehicle they are using should be licensed. Ms. Shull asked Mr. Buckner what places he frequents in Daytona and Port Orange in his food truck. Mr. Buckner answered Daytona Brewing Company, Daytona Library, schools, the ball park, Halifax Hospital, offices including small dental offices, and confirmed he does not get permits from the cities.

Mr. Scudiero asked Attorney Hayes about the licensing of the food trucks and if it is possible to do a permitting process for those that live and work here and want to do this on a regular basis. Attorney Hayes answered that yes it can be done with the proper set of regulations. Whether there are regulations or not, it sounds like it is a problem now being that it is not allowed and it is occurring. Mr. Spraker commented that today food trucks are not allowed except in very limited areas. The food trucks that are operating in that area are doing a good job of getting their business tax receipt and doing their inspections. The City has done the inspections and 95% of all of them have all of their information. Anywhere else in the City of Ormond Beach, whether a lunch truck, food truck, at a dentist office are not allowed. In Port Orange they are only allowed on public land. The goal of the process is to establish the regulations, cement the permit process, get the food trucks inspected, and establish regulations. Code enforcement is a struggle due to there being a gray area or totally off.

Ms. Shull asked Attorney Hayes what the difference between a Special Exception and a permit is. Attorney Hayes answered that a permit is less formal and is more administrative. A Special Exception involves more of a process. The Special Exception goes through planning, the attorney's office, the commission, with an issuance of a Development Order which spells out the conditions. The permit is still needed for certain things after the Special Exception. The other way it could be done is in a regulation with any particular zoning district, whether it be the industrial district between the hours of 8:00 a.m. and 5:00 p.m., and set up a licensing and permitting scheme to implement it administratively. Some people comply with the laws, and some do not. Mr. Scudiero added that the permitting idea, is subject to enforcement, if you have a local food truck that is complying, and there is an out of town truck that shows up taking business away from them, that they help make sure that the City is aware and can be dealt with accordingly. Mr. Scudiero would like to see a safeguard put into it.

Mr. Spraker advised that attachment 2 has the sample ordinance and item B is the permit required and goes through what the permit process is today and will be incorporated into the Land Development Code. Ms. Tolland asked if the board helped. Mr. Spraker replied absolutely.

Ms. Tolland asked Chairman Thomas about the notes that were at the boards seats during the meeting. Mr. Spraker replied that someone from Rose Villa brought paperwork today to provide to the Planning Board as part of their discussion. Mr. Kurt Roberts, of Rose Villa Restaurant stated that he brought information about whether food trucks bring a positive effect to the brick and mortar businesses. Recently the City had the Celtic Festival event and Mr. Roberts detailed his Saturday sales on the day of the event and included the four Saturdays following. The data shows clearly that there was an impact of his sales, and not a good effect the day of the festival.

Mr. and Mrs. Buckner, Southern State of Mind food truck, stated they had paperwork to submit but that the material had to be submitted the prior week. Attorney Hayes

suggested if they have material to submit it to the Planning Director and he will ensure it is rotated in. Chairman Thomas confirmed that anything that is submitted to the Planning Department gets submitted to the Planning Board and he was not aware of deadlines for material. People have even put material up at the board place settings the day of meetings.

Ms. Tolland expressed she originally thought it would bring people into the town spending money at the bricks and mortar and appreciates Rose Villa's numbers. She continued that there are intangibles of bringing food trucks with comradery and fun. It is not an issue because it was agreed upon that they do not want food trucks in the downtown area. Ms. Shull explained food trucks during special events would be allowed. Ms. Tolland recommends restaurants doing their own food or lunch truck and attend events. Chairman Thomas advised he thinks that the whole community's desire is to have food truck rallies at Central Park.

Mr. Scudiero stated that the brewery on Division Street is a half mile from restaurants and that is why there are no complaints.

Mr. Jorczak suggested it is a good idea to get it codified sooner than later anticipating explosive growth on the commercial industrial side. The LPGA, and Security First area will expand quickly. He continued anything done here with the board is going to prepare for the growth in the northwest quadrant of the City.

Chairman Thomas called Ms. Dorian Burt, 203 Pine Cone Trail up asking if she was aware if Mr. Jones had any comments. Ms. Burt stated she was not aware if Mr. Jones had any comments as he is out of town. Ms. Burt added that the restaurants downtown support all Mainstreet events. They give plenty. Ms. Burt asked if allowing food trucks in 2 acre tracks for big boxes, if it was for the employees of businesses to eat due to lack of time, or for people driving by to stop and eat at a food truck.

Chairman Thomas encouraged the public to get with the Planning Director if they had any material they wanted the board to look at.

Mr. Jorczak asked Mr. Spraker about the timeframe at this point and what the next step was. Mr. Spraker replied the next step would be to involve the Leisure Services Board. Mr. Spraker answered the next actions are to draft an ordinance, get with the City Attorney's office, bring it back to the next meeting if they have the capacity. The City Attorney's office may need additional time. As soon as staff has something ready for public input we will bring it back. Chairman Thomas suggested it will be 6 months out. Attorney Hayes replied he did not think it will be that long. It is a process. It is important to get the regulations right the first time. Chairman Thomas commented that is why it may take a while narrowing things down, coming back to the board 2 more times possibly. Chairman Thomas added he is not used to making decisions on discussion items, and would like to have a little more time to research it.

VIII. OTHER BUSINESS

Ms. Tolland gave a report on downtown Mainstreet relating to the food trucks. It is evident by most of the members that they are against the food trucks from Beach Street to Orchard. Ms. Tolland added it is important that the same framework should

be used to clear any confusion. Chairman Thomas advised that he is against food trucks in the downtown area. Ms. Tolland suggested the board be respectful of that and all of the brick and mortar restaurants in the area.

IX. MEMBER COMMENTS

Mr. Jorczak – no comments.

Mr. Scudiero will not be at the next Planning Board meeting and mentioned that he noticed there was something on the tentative schedule to deal with the Aldi area on Granada Boulevard. Mr. Spraker answered that there are two Special Exceptions that will like come to the board next month. One is where PDQ restaurant would have been, and they are coming back with another drive-thru restaurant but have not identified it yet. Within that zoning district they need to go through a Special Exception as a drive thru restaurant. The second application is 48 West Granada, the Ormond Garage. They are coming through with a signage plan requiring a Special Exception.

Ms. Tolland applauded Mr. Spraker and staff for bringing Lucky's and these type of businesses to Ormond Beach and likes the way it is growing.

Ms. Shull commented on the traffic, especially north Beach Street to U.S. 1. Ormond still has parking and traffic issues which is the concern with the food trucks being that there is nowhere to park. Rod's Carpets complained about vandalism and profanity. Hull's customers cannot get to Hull's due to no parking. There is a BBQ restaurant going in across the street. Ms. Shull asked if anything has been addressed to assist with parking. Mr. Spraker encouraged Ms. Shull to participate in the Downtown Steering Committee, and stated that there is parking across the street from Hull's at the Ormond Beach Elementary school lot. There are ideas for signage and how to engage those areas. There is also an opportunity for Rod's Carpet to provide public parking and get paid for the parking to help and increase the overall supply of public parking. There has to be public parking, there has to be shared parking and better signage for public parking, the reason for the Downtown Master Plan. The meeting is Wednesday, May 15 at 6:00 p.m. at the Anderson Price Building. At the meeting you can list your top 5 ideas, which will be put on a board and then will let everyone vote. Ms. Tolland encouraged people as well to attend.

Mr. Jorczak stated that it will be a positive thing if the Governor signs the budget request by the City of Ormond Beach to expand the southwest quadrant of the airport and put a new road structure in (\$470,000). It will open up development of that area northwest of the industrial park. He encouraged everyone to write the Governor in support of it and to urge not to veto the money.

Mr. Briley echoed Ms. Tolland's comment on Lucky's. He thanked the board for their well wishes and hopes to see everyone next month.

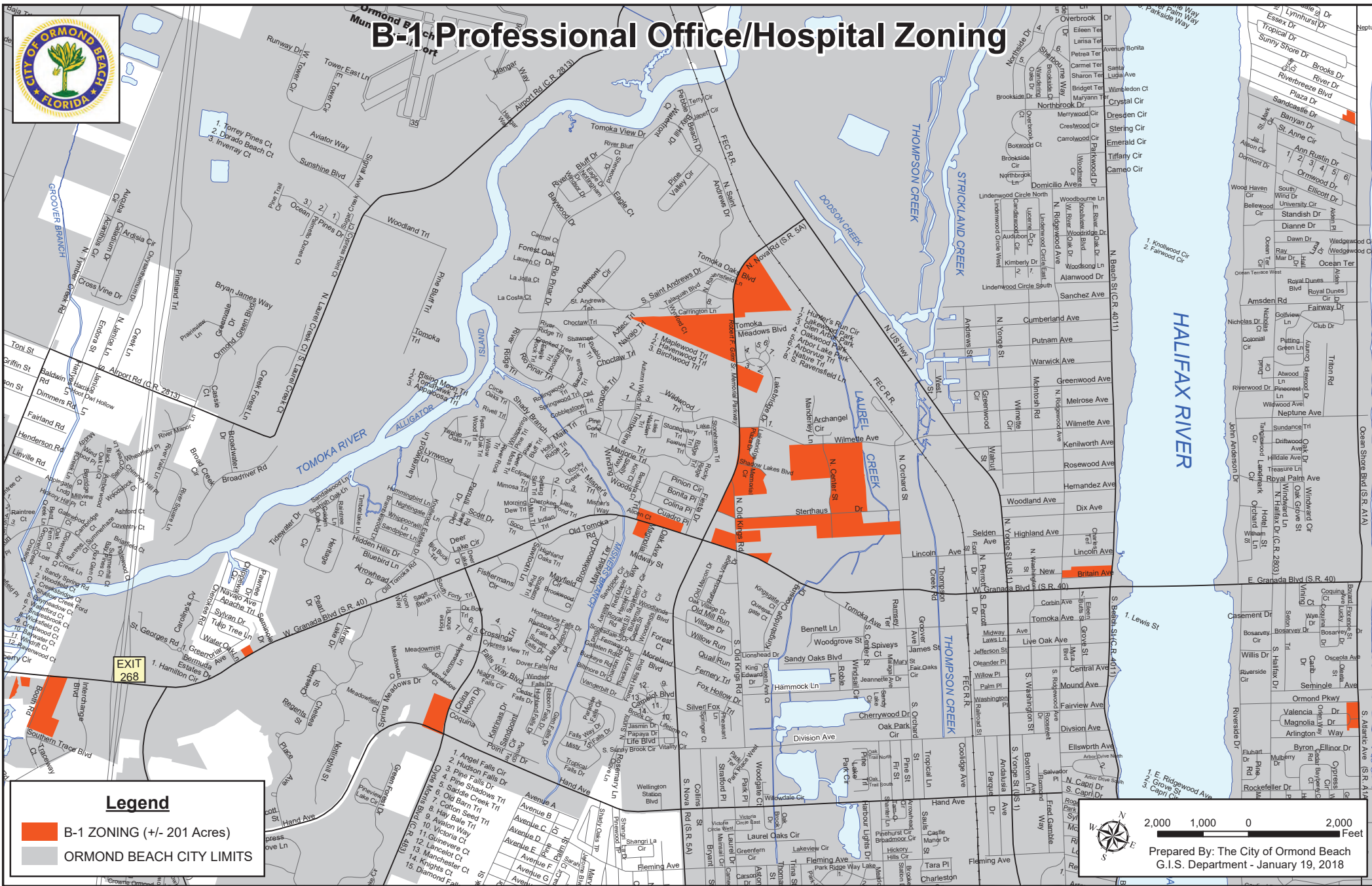
Chairman Thomas stated he believes there is a place for food trucks in Ormond Beach as well as places in Ormond Beach where there should not be food trucks. He added the board has gone a long way towards working it out tonight, giving Mr.

Attachment 3:

Zoning district maps

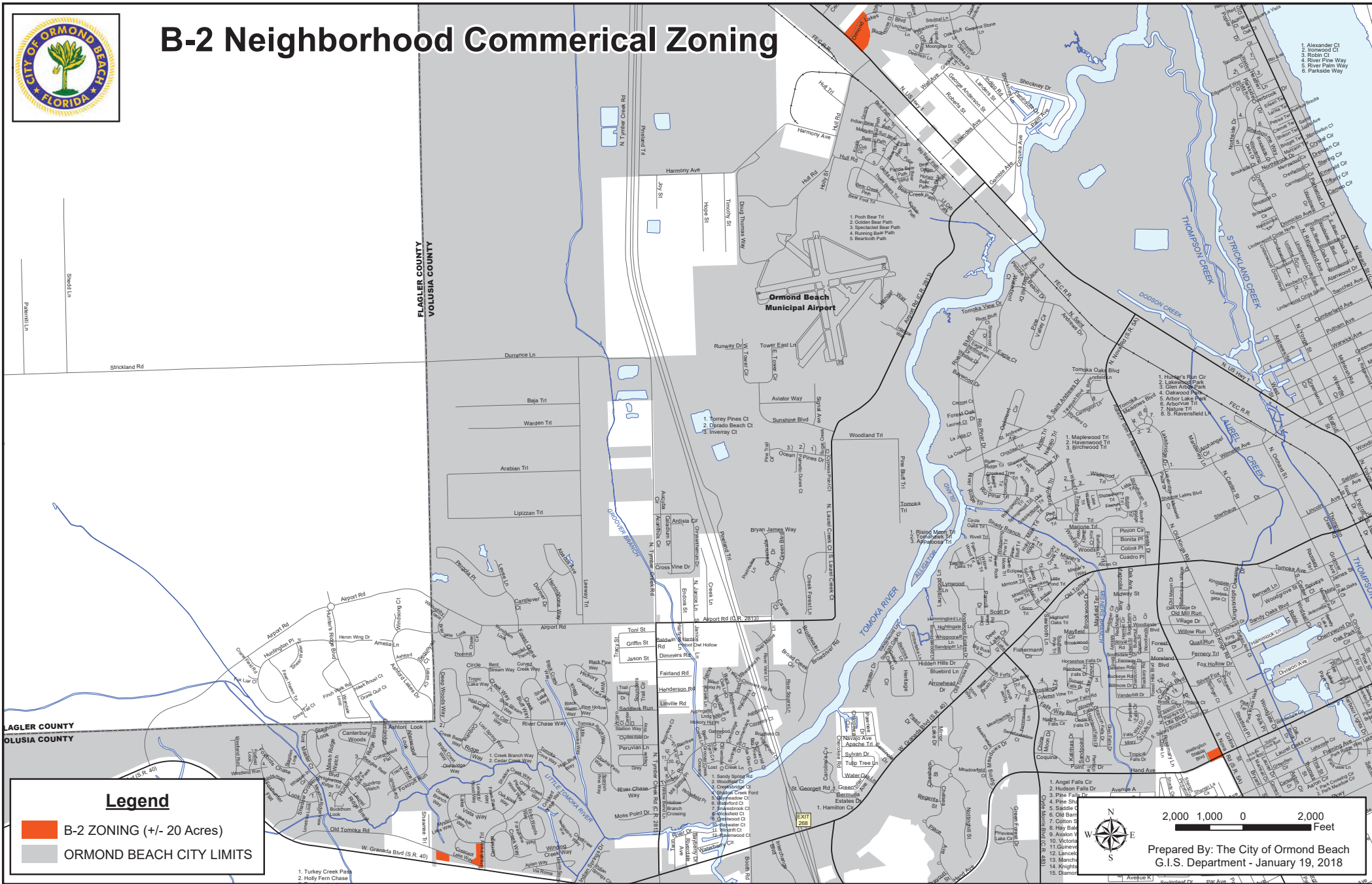


B-1 Professional Office/Hospital Zoning

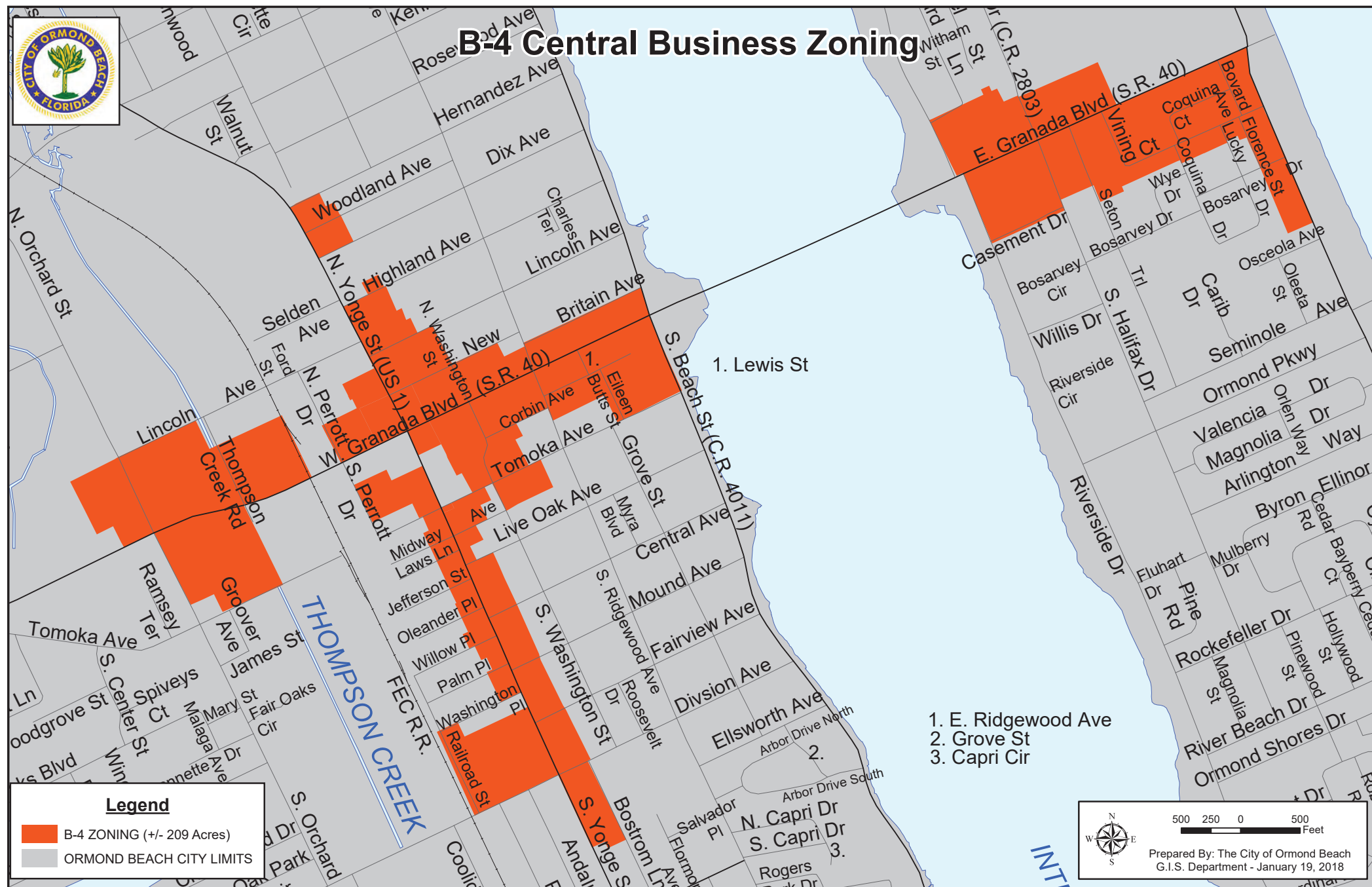




B-2 Neighborhood Commerical Zoning



B-4 Central Business Zoning

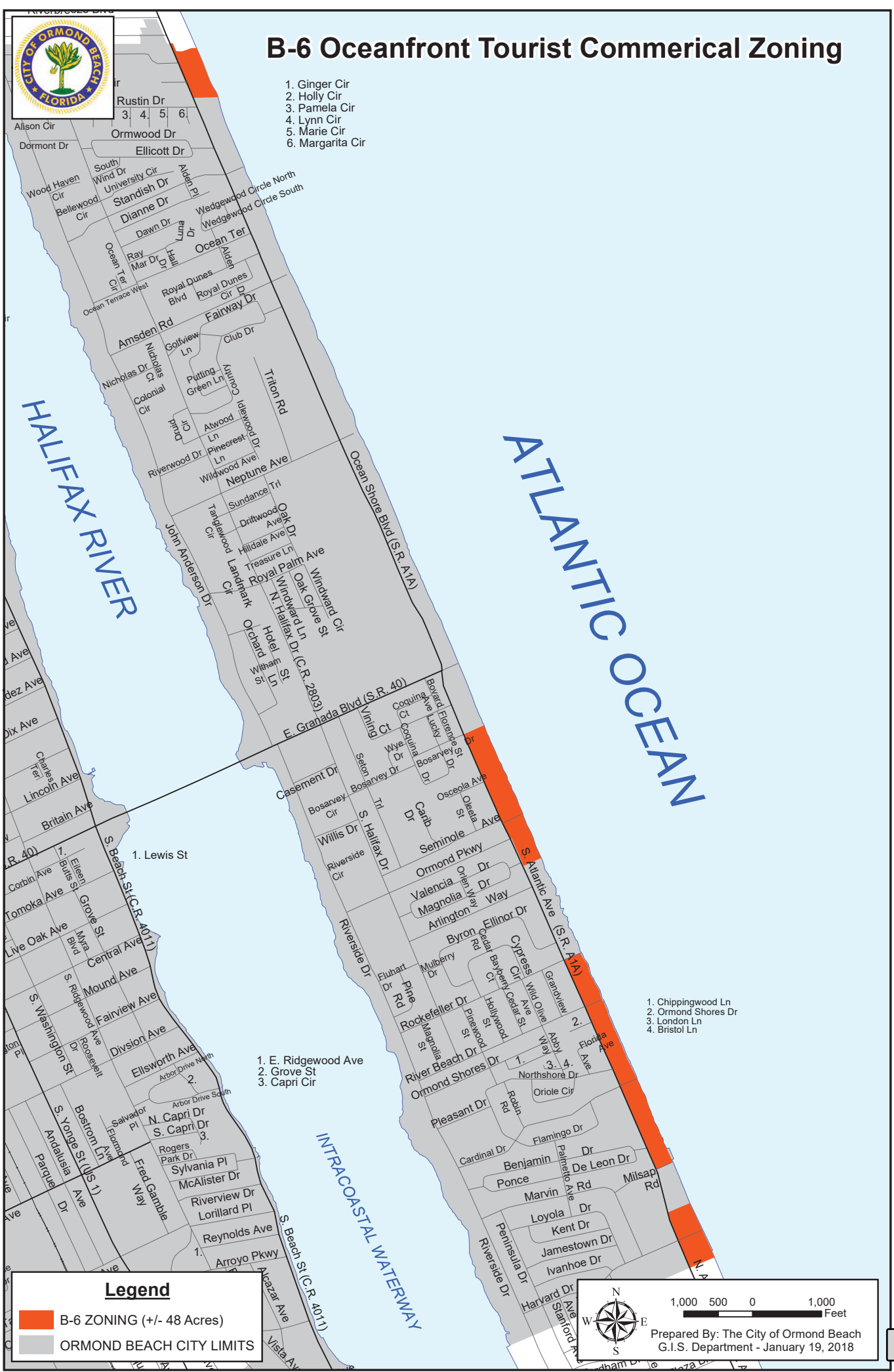






B-6 Oceanfront Tourist Commerical Zoning

- 1. Ginger Cir
- 2. Holly Cir
- 3. Pamela Cir
- 4. Lynn Cir
- 5. Marie Cir
- 6. Margarita Cir



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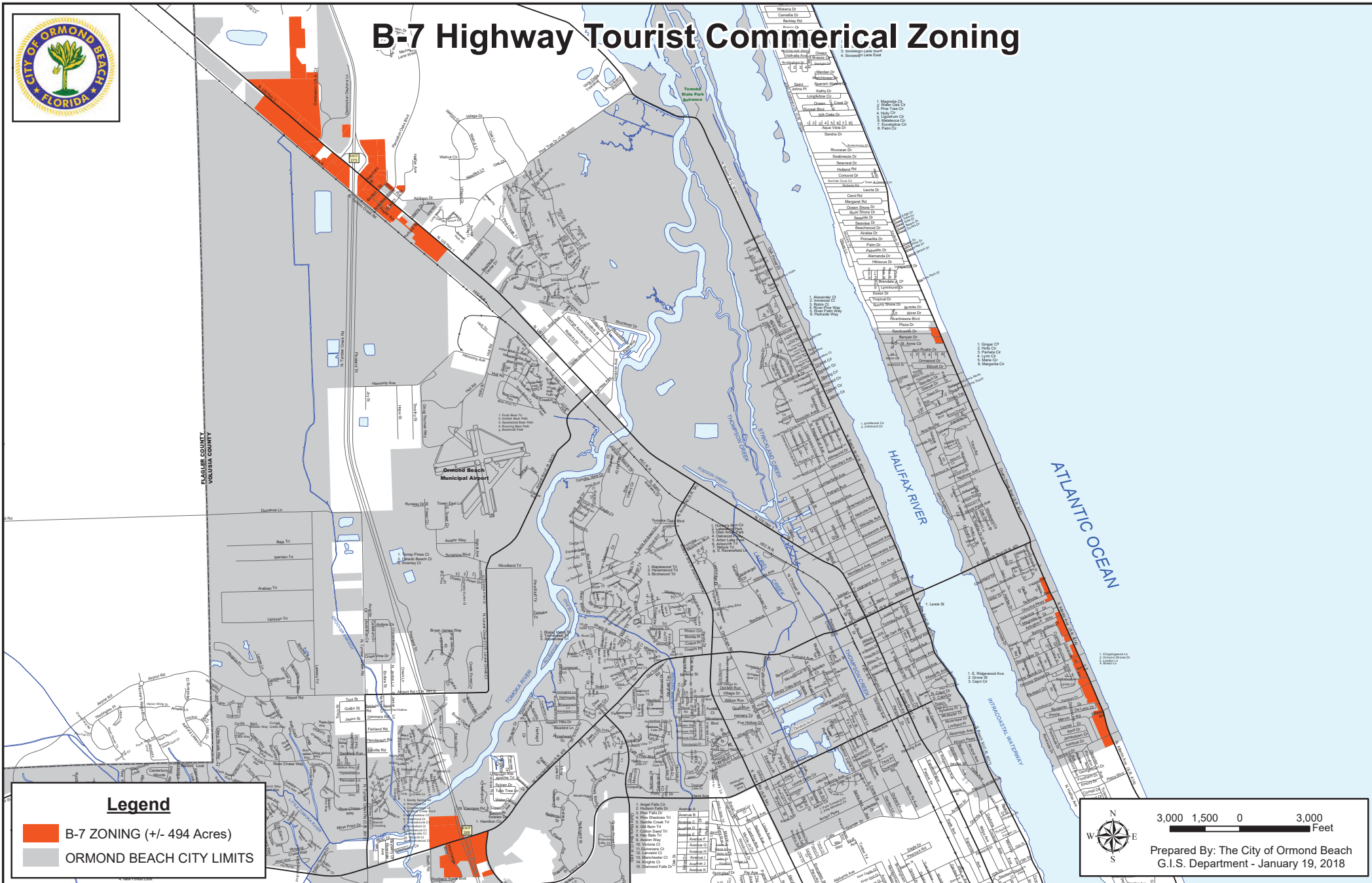
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1,000 500 0 1,000 Feet

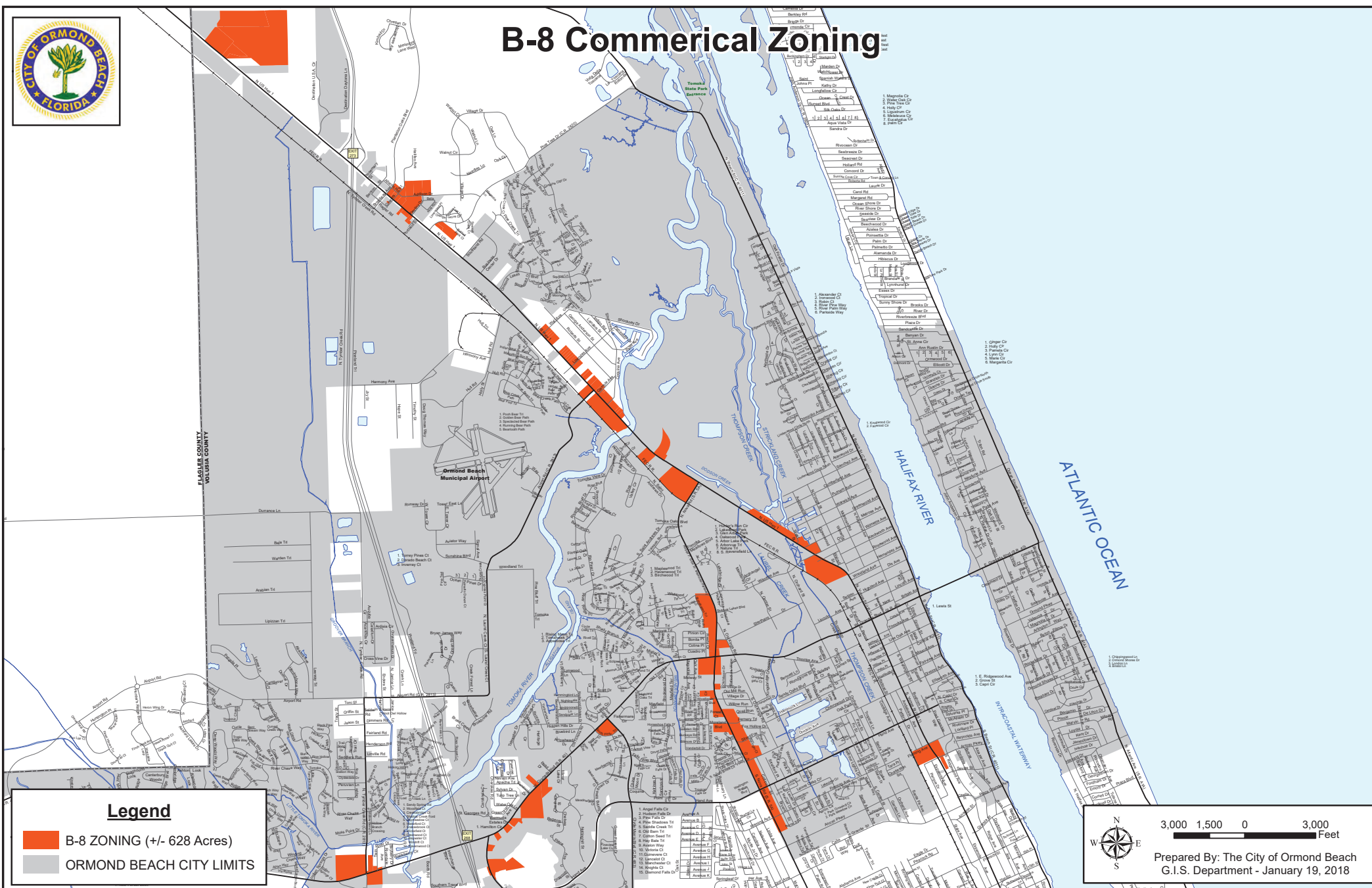
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018



B-7 Highway Tourist Commerical Zoning

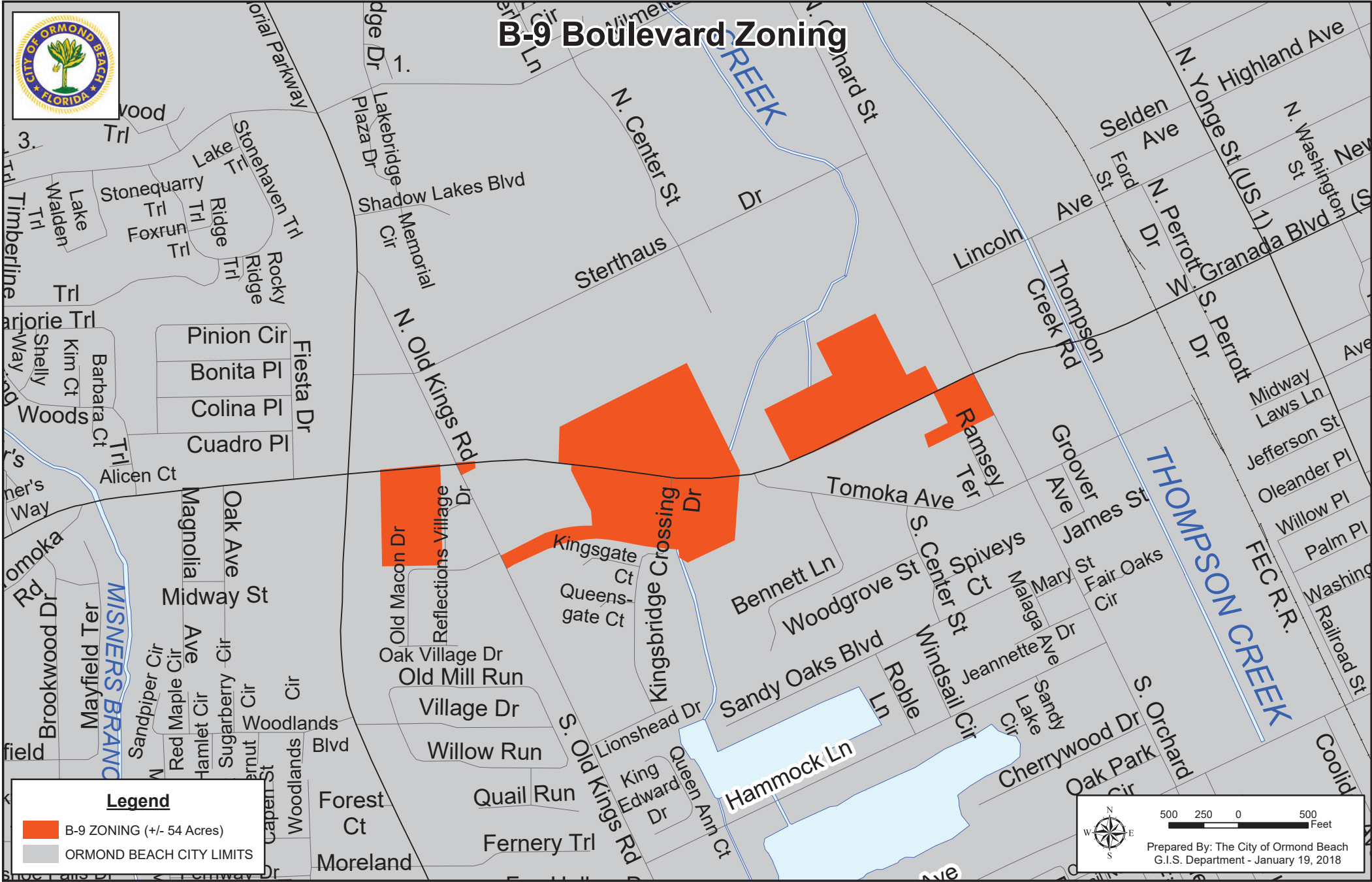


B-8 Commerical Zoning



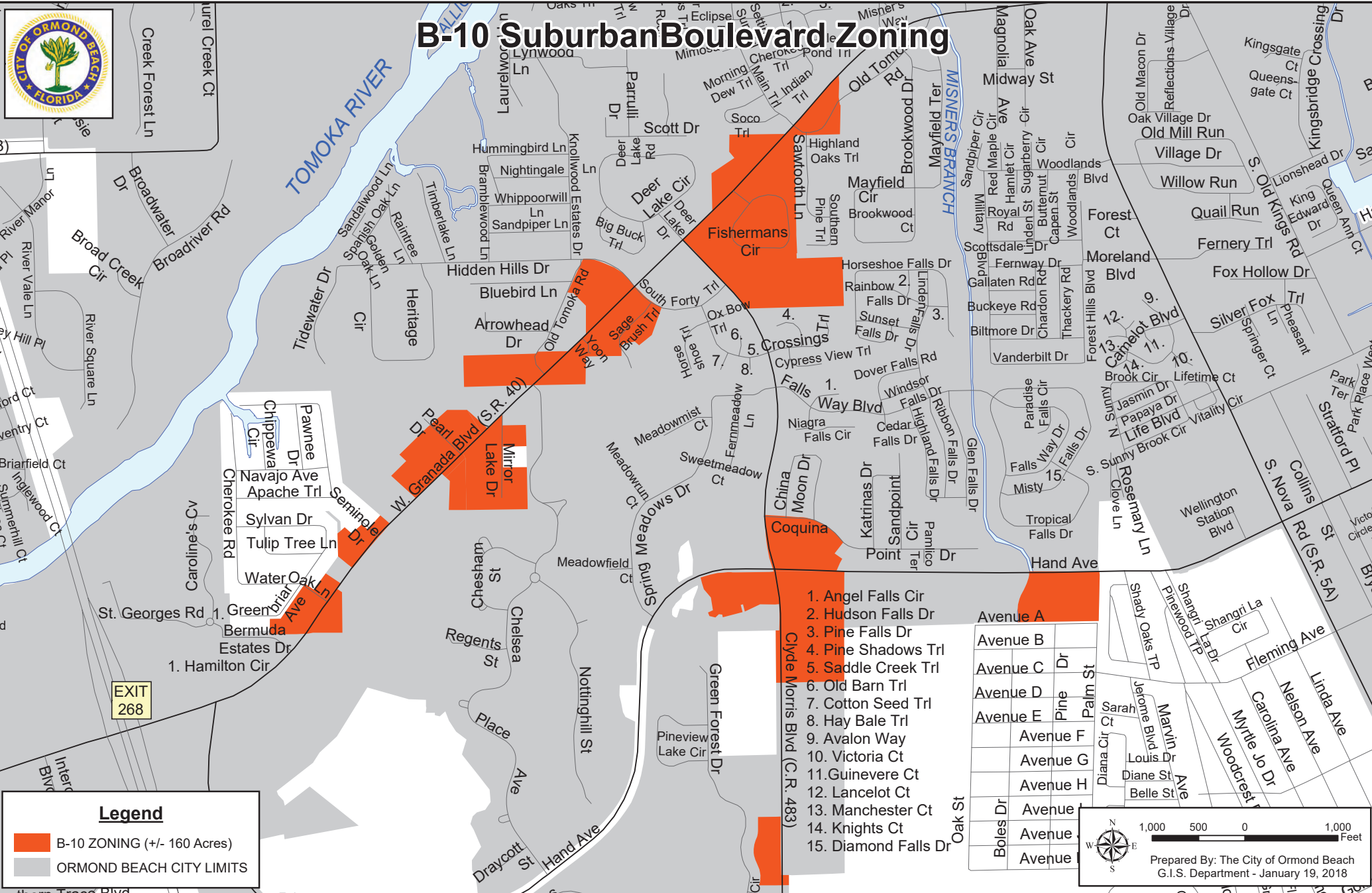


B-9 Boulevard Zoning



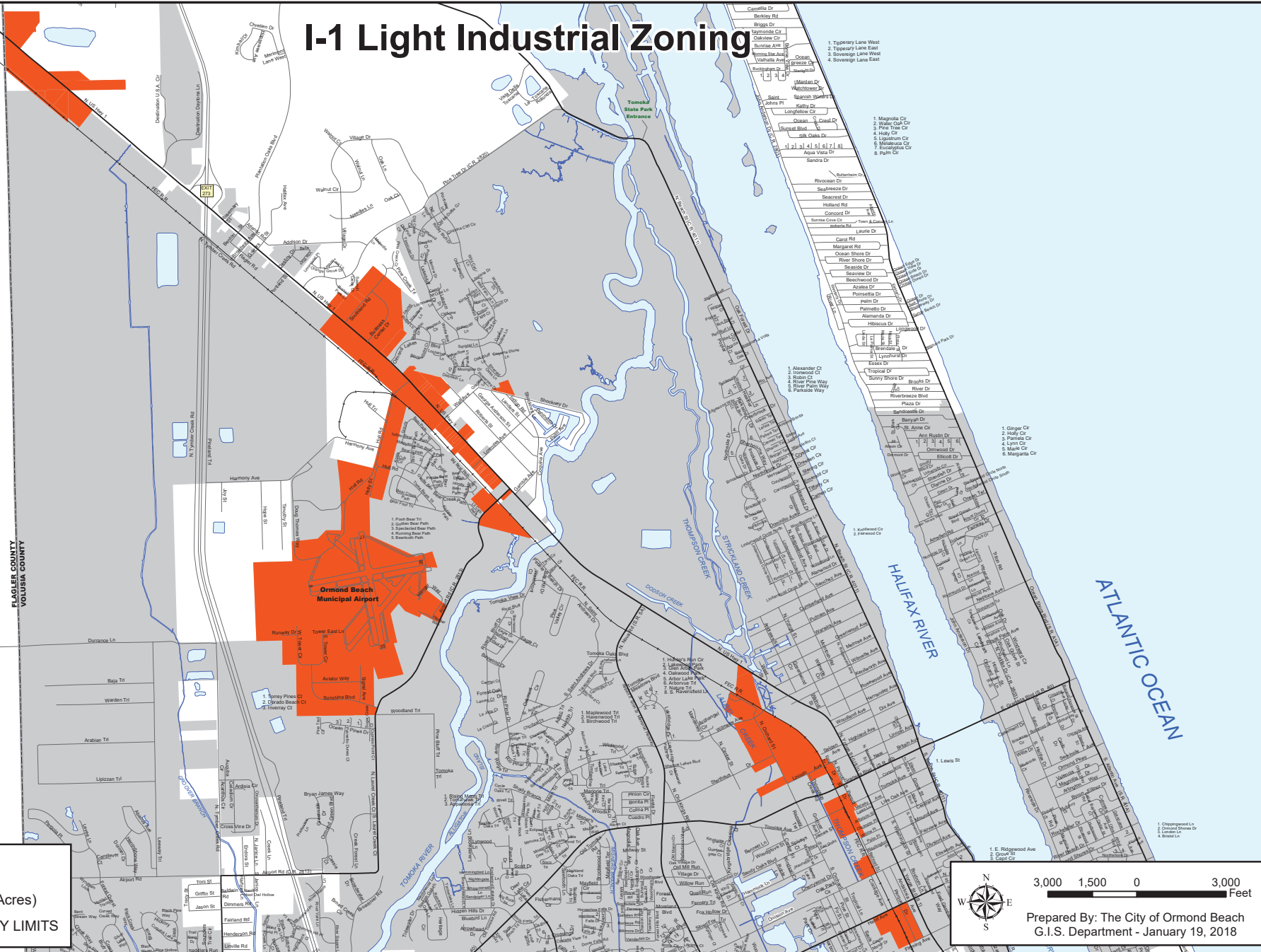


B-10 Suburban Boulevard Zoning





I-1 Light Industrial Zoning



DRAFT

May 13, 2021 Planning Board minutes

Mobile Food Dispensing Vehicles (Food Trucks)

Administrative amendment to the Land Development Code (LDC),
Section 1-22, Definition of terms and words, of Chapter 1,
General Administration, Article III, Definitions and Acronyms and
Section 2-50, Accessory Uses, of Chapter 2, District and General
Regulations, Article III, General Regulations.

extensions are required. He continued that the City's utility manager reviewed the section and expressed concern that a property, as they extend the water and sewer lines, should extend at the full length of the property so that the next property could connect and extend the utility lines. By policy, past utility managers have required the extension throughout properties but the current utility manager prefers to have it in the Land Development Code (LDC). Mr. Spraker concluded that staff recommends approval and the tentative City Commission dates are July 20, 2021 and August 4, 2021.

Mr. Galloway asked Mr. Spraker for clarification using an example on if a developer would be required to extend the line all of the way down on a property two to three-thousand feet deep. Mr. Spraker answered that he was correct. Mr. Galloway referred back to when Wilmette Avenue and Center Street were opened up for the YMCA and they were required to run waterlines with reimbursement back to them. He asked if this would allow that developer to be able to be reimbursed similar to the formula as with the Il Villaggio subdivision off of State Road 40, where whoever hooks up to the line receives the fees and cost reimbursements. Mr. Spraker replied that it would be an analysis by the applicant's engineer and the City's utility staff. There is an existing reimbursement policy, subsection B of the LDC. There are no changes to that and developers have the right to seek reimbursement. He concluded that this is for major subdivisions or major commercial developments to extend the utilities to build the infrastructure.

Mr. Jorczak asked if the property abutted a state park with no development to the land how it could back away to say it would not have to be extended to something where there is never going to be any development beyond there. Mr. Spraker replied that the Utilities Department has discretion where if there is no future utility service then the line is just extended to serve that property.

Mr. Briley motioned to approve LDC 2021-051 – Utility Line Extension, Land Development Code Amendment. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

D. LDC 2021-052 – Mobile Food Dispensing Vehicles (Food Trucks), Land Development Code Amendment

Mr. Steven Spraker, Planning Director, stated that this is an administrative request to amend Section 1-22, Definitions of terms and words, of Chapter 1, General Administration, Article III, Definitions and Acronyms and Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code (LDC) to add definitions and accessory use standards to allow mobile food dispensing vehicles (food trucks) under certain conditions and within certain zoning districts. Included in the Board packet was information on the history of the topic and now there is a House Bill as part of the Florida Statutes with three key parts: 1) Local Governments cannot license, register or inspect food trucks. The state preempts every jurisdiction and they are the licensing entity; 2) A jurisdiction cannot prohibit mobile food dispensing vehicles from operating with the entirety of the city. It has to be allowed somewhere within the city; 3) Local governments retain their authority to regulate the operations. Operational standards can be established for wherever it is allowed.

Mr. Spraker explained that the City's current regulations and policies allow food trucks at large scale civic events organized by the City or a nonprofit. Examples

include the Riverfest, Celtic Festival, and the 4th of July celebration. Larger scale nonprofit events include the Prince of Peace Oktoberfest, and the Calvary Christian Church 4th of July celebrations. Mr. Spraker continued that when the properties were annexed on the North U.S. Highway 1 corridor, through the Interlocal Service Boundary Agreement (ISBA), they had existing agreements to have food trucks. That existing ability continued on through their special events during Bike Week and Biketoberfest. A few years ago the City's LDC was amended to allow malted beverage producers in the I-1 zoning district to do food trucks and allow them to serve food with their tasting rooms.

Mr. Spraker explained that the proposed LDC amendment has specific types of regulations. The first regulation was permit types. A special event permit would be required for events such as the Celtic Festival or 4th of July event. A defined period of time is allowed for the special event, and food trucks can be a part of it. The second permit type is where food trucks would be allowed on private property. Mr. Spraker went on to explain the second type of permit, a host permit. The host is the property owner who is responsible for all of the operational standards to be sure that the food trucks are licensed and to make sure whatever site plan is approved that they follow. Private property requires a host permit which would be valid for one year.

Mr. Spraker detailed a second regulation of the proposed LDC amendment, the locational requirements of food trucks:

- 1) *City property as approved in association with a city sponsored event, or as approved by the Leisure Services Department with a special event permit. Permits are contingent on providing proof of liability insurance required for permittees and other conditions of a special event permit.*
- 2) *Houses of Worship special events that are designed for over 500 people with a special event permit.*
- 3) *Within the Interlocal Service Boundary Agreement area (ISBA) with recognized itinerant vending during recognized special events per Chapter 2, Article VII of this Code.*
- 4) *Within the B-8 (Commercial) and I-1 (Light Industrial) zoning district with a mobile food dispensing vehicle host permit. The B-8 zoning district is primarily along the North U.S. Highway 1 corridor, along Nova Road and portions of Granada Boulevard. The amendment does not propose to allow it in the downtown area on private property. It would still remain permissible at The Rockefeller House during special events and city special events but not on private property. The I-1 zoning districts allows it at the malted beverage producers and in areas at lunchtime.*
- 5) *No mobile food dispensing vehicles shall be permitted on vacant land or properties with vehicles to no principal use. A principal use shall be demonstrated with an active Business Tax Receipt (BTR).*

Mr. Spraker discussed a third regulation of the proposed LDC amendment, the operational standards. Mr. Spraker explained that these are the best practices that the City researched through other jurisdictions. The host permit would be responsible if there are violations of the ordinance.

Mr. Spraker stated staff is recommending approval of the LDC amendment and received correspondence from the Trails Homeowners' Association (HOA) regarding allowing food trucks at large residential community centers. If the Planning Board is inclined to do so the item could be tabled with it being added or bring it back as a separate portion of the code, allowing the current amendment to move forward and then bring it back later. He added that there is concern in general of how to include residential areas but may be opportunities for residential areas that have large clubhouses.

Mr. Briley commented that the Trails had a successful food truck rally recently. He continued that he can understand those type of events as well as allowing clubhouses to have the food trucks and would like staff to look at. Mr. Briley concluded that he agrees with the amendment.

Ms. Tolland stated that she lives in a community that does not have a clubhouse but has an annual neighborhood party and feels a food truck would be appropriate in that setting. She asked how many trucks are allowed under one permit. Mr. Spraker replied up to 30 percent of the parking lot. A site plan would be required showing the proper distance with information specifying that they had adequate parking. Attorney Hayes elaborated that there is a City ordinance in place that allows neighborhood parties with a permit. The regulations for it do not allow or provide food trucks. He continued that criteria should be researched for Houses of Worship and residential HOA type of events. The HOA events could be specified for residential subdivisions with at least "x" amount of residential dwellings and be required to meet other criteria. Attorney Hayes concluded that many factors need to be evaluated that will need staff's time to look at the HOA request independently and bring back at a later date.

Mr. Jorczak concurred with Attorney Hayes recommendation and commented that today's food truck amendment can be voted on as is, bringing the HOA amendment proposal back to the Board. It would be an appropriate item to add in the right format bringing back in another meeting.

Mr. Galloway asked about different scenarios for food trucks including special home deliveries and birthday parties. Attorney Hayes replied that it is not allowed. Mr. Galloway commented that he has noticed multiple apartment complexes advertise for food truck events. Attorney Hayes agreed that there is a lot of that type of activity and that the food truck operators may assume that the statute preempts all regulation in which it does not. It preempts the City's authority to regulate it throughout the entire jurisdiction. It can be not allowed in certain areas as long as it is allowed in other areas. Mr. Spraker added the code enforcement is reactionary and if there is no complaint on the action, then no enforcement will occur.

Mr. Galloway mentioned the Good Humor ice cream truck that goes out to birthday parties and events. Mr. Scudiero replied that ice cream trucks are not included. Mr. Spraker concurred and explained that if a food truck is part of a company's corporate office event and they are not selling to the general public, then that would be a catered event which staff does not consider a food truck event as a separate entity, and not intended for the public.

Following Board discussion, Attorney Hayes expressed that there are unique public safety issues with food trucks and would need to comply with fire safety standards and a host of other things. Mr. Spraker commented that it is dependent upon the

zoning authority. If the Board believes that food trucks are appropriate in residential areas then the proposed standards should be amended for special events and within certain commercial zoning districts. It may be expanded in the future.

Ms. Shull asked the difference between the ice cream truck and the food trucks. Mr. Spraker replied that there are different regulations within the Code of Ordinances. Mr. Scudiero commented that he recalled it came down to pre-packaged versus prepared food.

Mr. Scudiero remarked that he would like to approve as-is tonight. Staff will research other scenarios. He concluded that the Planning Board and City Commission should clarify specifications and rules to it in the future. Attorney Hayes agreed that it may be more appropriate than the other set of regulations that deal with neighborhood block parties.

Ms. Tolland elaborated that she approves of the amendment.

Ms. Shull asked about the process for the aforementioned food truck amendment additions and improvements. Attorney Hayes answered that this is a starting point and staff will look at it and improve upon it and bring it back to the Board. He continued that staff would need to know if there was a unique application for it and any regulations for block parties.

Mr. Galloway brought up a past Special Exception for companies that serve malted beverages and expressed feeling uncomfortable getting that finite, "selective zoning", which can cause fairness for some and rejection for others. Mr. Spraker commented that it is allowed in the entire I-1 zoning district and not only for the malted beverage producers. He continued that if there is interest in expanding the locational requirements, that it can be brought back before the Board.

Mr. Briley commented about HOA food truck events versus block party food truck events and their differences with closing streets. The HOA food truck event would be different and would not have to apply for the permit but under this amendment they would need a permit to have an event such as a food truck rally. Mr. Spraker concurred and remarked that the direction is to treat them like a host permit where they would be responsible for the location of the food trucks on their property.

Chairman Thomas asked about food trucks at sporting events and mentioned that PAL, PRIDE, OBYBSA, OBYBA and Pop Warner have their own concession stands for fundraising. Mr. Spraker answered that they can go to the Leisure Services Department and ask permission. Chairman Thomas stated that he does not feel it is appropriate to allow food trucks there. Attorney Hayes remarked that the aforementioned organizations have lease agreements with the City and are protected by them. It specifies that the City is not able to interfere with the operations. It was mentioned that it may be referencing city parks including Sanchez Park and Central Park for once a month type of activity. Chairman Thomas asked that it be stated that as long as the Leisure Services Department has an agreement with sports organizations that they are allowed to do the concession and no other food suppliers be allowed at the recreational areas. Attorney Hayes replied that it is already prohibited and the City would be in violation of the agreement if it did so.

Ms. Tolland offered a suggestion regarding organizations working with the food trucks and manning volunteers to serve out of them and give a percentage of the profit to the organization. She continued that she is interested in them having the opportunity to do that but be protected by the City. Attorney Hayes explained that

in order for that type of use the lease agreements would need to be amended as it is not currently allowed by Code and is not allowed under their contract with the City. The Code would need to be amended to authorize it and then the lease agreements would need to be amended to state that they have the ability to do it.

A discussion continued regarding food trucks at city sports events. Chairman Thomas expressed that he does not want the food trucks to affect the restaurants.

Audience Comments

Ms. Dorian Burt, 203 Pine Cone Trail, stated that as long as it is clear that the food trucks are not allowed downtown on any private property. The discussion is that they are allowed for City or nonprofit events. She explained that during special events the restaurants cannot accommodate all of the people, therefore there are no issues with food trucks at that time. Ms. Burt commented that block parties should be inside subdivisions and not on residential streets that are not part of a subdivision. She concluded that she would not want a block party on Lincoln Avenue taking away from the restaurants. Chairman Thomas replied that it is pretty clear that the restaurants are protected.

Mr. Jorczak motioned to approve LDC 2021-052 – Mobile Food Dispensing Vehicles (Food Trucks), Land Development Code Amendment. Mr. Briley seconded it. Vote was called, and the motion was approved (7-0).

E. LDC 2021-055 – Outdoor Activities (Car/Motorcycle Washes), Land Development Code Amendment

Mr. Steven Spraker, Planning Director, stated that LDC 2021-055 is an administrative request to amend Chapter 2 – District and General Regulations, Article III. – General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities of the Land Development Code (LDC), to amend the conditions for nonprofit related car and motorcycle washes. He continued that there are two processes to allow outdoor activities, the first being the Special Exception. As an applicant seeks to do items that are outside their building, they are required to go through a public hearing process. Mr. Spraker touched on recent examples including the Boot Hill Saloon with their itinerant merchants and music, Custom FX with their itinerant vendors, outdoor music and outdoor sales. In 2005 as part of an accessory use the City created an exception for nonprofit uses. Mr. Spraker commented that it was not reasonable to make nonprofits go through the public hearing process, therefore a section of code was created to allow a nonprofit a broad ability to support fundraising abilities which currently being discussed.

Mr. Spraker expressed that over the last few years there have been concerns and complaints regarding motorcycle washes specifically during Bike Week and Biketoberfest along South Atlantic Avenue. Concerns presented to staff have been the duration of motorcycle washes beyond a one day event, the location of the event on the property, workers advertising the event within the right-of-way, distractions to motorists and traffic safety. Mr. Spraker stated that staff have spoken with property and business owners who expressed that they feel that they are bringing a service during special events and are earning money for nonprofits as well as their businesses. The three options for the Board to consider are:



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: July 20, 2021

Subject: LDC Amendment - Car/Motorcycle Washes

Commission Goal: Community Development - Other

Introduction

This is an administrative request to amend Chapter 2 - District and General Regulations, Article III. - General Regulations, Section 2-50, Accessory Uses, subsection (v). - Outdoor activities, to amend the conditions for non-profit related car and motorcycle washes.

Background

On November 15, 2005, with Ordinance No. 2005-48, the accessory uses subsection of outdoor activities of the Land Development Code was amended. The purpose of the amendment was to address the inability of non-profit organizations to conduct outdoor special events. Examples of events included car washes, cookie sales, and church outdoor events. These events were previously defined as outdoor activities and only allowed with a public hearing as a Special Exception.

The 2005 amendment provided broad allowances for non-profit groups to perform outdoor activities as a special event. The special event activities require a permit but no application fees are assessed. Outdoor activities for retail uses not associated with a non-profit are limited to sidewalk and tent sales of the goods sold by the principal building. All other outdoor activities require Special Exception public hearings.

Concern has been expressed regarding the operation of bike washes during Biketoberfest and Bike Week events, specifically along the South Atlantic Avenue corridor. Nonprofit organizations and property owners have obtained a special event permit for multi-day car and motorcycle car washes. Non-profit organizations have hired workers for the multi-day event, from 4 to 10 days, for the motorcycle washes. Concerns expressed have included the duration of the motorcycle washes, location on the site of the motorcycle wash, workers advertising the event in the right-of-way, distractions to motorists, and traffic safety.

The purpose of this item is to determine if time limits and/or setback restrictions should apply to car & motorcycle washes. Car and motorcycle wash events or activities that are not a primary business use are already prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Sections 2-84 through 2-94 of the Land Development Code.

Options for the regulation of non-profit car and motorcycle washes discussed in the attached May 13, 2021 Planning Board meeting staff report include:

1. Do nothing. This option would allow the continuation of non-profit related car and motorcycle washes with no limitation on the duration.

This option would not require an amendment to the Land Development Code and the amendment should be denied if this option is selected. This option would allow the issuance of multi-day car and motorcycle washes provided that the permit is obtained by a non-profit with the authorization of the property owner. Special event permits have been issued for multi-day motorcycle wash events for a number of years.

2. Limit the duration of car and motorcycle washes. Many non-profit related car and motorcycle washes operate within a one-day period over a week for 4 to 6 hours. A sub-option is to establish setbacks for the operation of car and motorcycle washes.

A central issue with the motorcycle washes is the length of the activity over multiple days. One option is to continue to allow the motorcycle washes but limit the duration of the events in terms of hours allowed and frequency over time. An additional option is to establish setback regulations to distance the uses from the abutting roadway(s).

3. Prohibit car and motorcycle washes citywide during the recognized special events including Biketoberfest and Bike Week.

A third option is to prohibit car and/or motorcycle washes during recognized special events including Biketoberfest and Bike Week citywide. As referenced earlier, motorcycle washes are prohibited within the North U.S. Highway

Discussion

The Planning Board reviewed the proposed Land Development Code amendment and recommended approval with a 5-2 vote with multiple amendments. Board discussion included the following items:

1. Amended the language from the original Land Development Code amendment to remove the limitation of one event per calendar week per property.
2. Amended the language from the original Land Development Code amendment to remove the requirement of a minimum distance of at least 50 feet from all roadways abutting the property at which the event shall occur.
3. Amended the language from the original Land Development Code amendment to state the event shall be set back inside the edge of the sidewalk and cannot be on the right-of-way.
4. Code enforcement for car and motorcycle cannot be complaint driven for these

events. Enforcement is required to keep activities off the right-of-way.

5. The Board discussed various options for setbacks and elected that the event could occur with no special setbacks provided that the activities stayed within their private property.

There were two individuals who spoke at the Planning Board meeting. One speaker was the business owner of a restaurant who partners with a non-profit organization. The business owner questioned, “the rules are already in place and asked why it is not being enforced to the businesses that violated it, and not take it out on the businesses that followed it.” The business owner stated that the motorcycle wash events have a positive economic impact on the restaurant and support the non-profit organization. The president and founder of a non-profit organization detailed the event activities and the positive impact the event has on the non-profit organization.

The minutes of the Planning Board meeting are attached in the City Commission packet.

Budget Impact

There is no budget impact associated with the Land Development Code amendment. The amendment is sought to clarify the regulations regarding car and motorcycle washes related to non-profit organizations.

Citizen Impact

Special event car and motorcycle washes have occurred for a number of years. City staff have received concerns regarding the duration of the motorcycle washes, location on the site of the motorcycle wash, workers advertising the event in the right-of-way, distractions to motorists, and traffic safety. The discussion and amendments at the Planning Board sought to balance the concerns presented and the event operations of business owners and non-profit organizations.

Recommendation

The Planning Board recommended (5-2) that the City Commission **APPROVE** the amendments to Land Development Code, Chapter 2 - District and General Regulations, Article III. - General Regulations, Section 2-50, Accessory Uses, subsection (v). - Outdoor activities to amend the conditions for non-profit related car and motorcycle washes, as shown in the attached Ordinance.

Attachments:

- 21-21 Car and Bike Washes (P21-0075G) (PDF)
- 7. 05.13.2021, LDC amendment Section 2-50(v), car & motorcycle washes, PB Staff Report (PDF)
- DRAFT - Planning Board minutes - Car & bike washes (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/9/2021


Claire Whitley, Assistant City Manager 7/12/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

ORDINANCE NO. 2021-21

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, OF THE *LAND DEVELOPMENT CODE* TO AMEND THE CONDITIONS FOR NON-PROFIT RELATED CAR AND MOTORCYCLE WASHES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City’s planning staff has proposed that the City of Ormond Beach *Land Development Code* (“the *LDC*”) be amended to amend the conditions for non-profit related car and motorcycle washes within Section 2-50, Accessory Uses, of the *LDC*, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has reviewed the recommended amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(c)(2), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the recommended amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

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

SECTION ONE. Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, of Article III, General Regulations, of the *LDC* is hereby amended to read as follows:

Sec. 2-50. – Accessory Uses.

(~~vw~~) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:

- (1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all commercial and industrial zoning districts except where expressly permitted through the issuance of a special exception or a planned development.
- (2) Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per year, provided:
 - a. An application is submitted to the building department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event and are required to be reviewed by the city's site plan review committee.
 - b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.
 - c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection (~~tw~~)(10) of this section.
 - d. The display area shall not be located so as to diminish the utility of any required parking space unless an alternative temporary parking plan is approved by the site plan review committee.
 - e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.
 - f. Adequate area for safe pedestrian movement shall be maintained.
 - g. A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:
 1. Police officers at the expense of the applicant to help ensure public safety;
 2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.

- h. A permit fee, as established in Chapter 1, Article IV of this Land Development Code, shall be required for each outdoor sales event.
- (3) The following uses are prohibited from outdoor merchandise sales or activities:
- a. Service stations and convenience stores types A, B and C.
 - b. Office uses.
 - c. Industrial uses.
 - d. Restaurants types A, B, C and D, outdoor seating is permitted.
- (4) The sale of food or beverages, other than as promotional items, is prohibited.
- (5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.
- (6) The area encompassed by the temporary sales shelter shall not exceed three thousand 3,000 square feet as measured from the perimeter of the temporary structure.
- (7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.
- (8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.
- (9) Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities.
- (10) Carwashes, bake sales, cookie sales, charitable solicitation, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be exempt from the requirements of this section, provided that:
- a. The proposed events do not impede pedestrian or vehicular traffic.
 - b. The host or sponsor of the proposed event is required to obtain a special event permit from the building department. A permit fee shall not be required if proof of nonprofit status is provided.

~~b~~c. The following information is required for outside event permits:

1. Days of the events.
2. Hours of operation.
3. Expected number of participants.
4. Types of temporary structures.
5. Number of portable toilets provided.
6. Security plan.
7. Pedestrian and vehicle movement plan.
8. A scaled sketch detailing the location of the special event area, and parking areas.
9. Location of any planned activities.
10. Motorcycle/car wash events of a temporary or itinerant nature may be allowed subject to the following conditions:
 - a) The event shall be limited to no more than six (6) continuous hours between the hours of 8:00 a.m. and 5:00 p.m. in any single day.
 - b) Allowed during recognized special events (Biktoberfest and Bike week) and no more than 10 event permits are allowed during a calendar year.
 - c) The event shall only be allowed on the property that is described in the permit and no activities shall be permitted in any right-of-way.
 - d) All event participants must fully comply with all permit conditions and with all laws and city rules, regulations and ordinances. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or any event participant may disqualify such person from obtaining a future permit.
 - e) Motorcycle/car wash events or activities that are not a primary business use are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Chapter 2, Article VII of this Code.
- ~~c.~~ ~~The proposed event is required to be registered with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.~~
- d. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.

- e. There are no public safety hazards, as determined by the planning director or designee.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 20th day of July, 2021.

PASSED UPON at the second and final reading of the City Commission, this 4th day of August, 2021.

BILL PARTINGTON

Mayor

ATTEST:

WENDY J. HONTZ

Acting City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: May 3, 2021

SUBJECT: Land Development Code amendment: Section 2-50(v). –
Outdoor activities (car & motorcycle washes)

APPLICANT: Administrative

NUMBER: LDC 2021-055

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION:

This is an administrative request to amend Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities, to amend the conditions for non-profit related car and motorcycle washes.

BACKGROUND:

On November 15, 2005, with Ordinance 05-48, the accessory uses subsection of outdoor activities of the Land Development Code was amended. The purpose of the amendment was to address the inability of non-profit organizations to conduct outdoor special events. Examples of events included car washes, cookie sales, and church outdoor events. These events were previously defined as outdoor activities and only allowed with a public hearing as a Special Exception. The 2005 amendment provided broad allowances for non-profit groups to perform outdoor activities as a special event. The special event activities require a permit but no application fees are assessed. Outdoor activities for retail uses not associated with a non-profit are limited to sidewalk and tent sales of the goods sold by the principal building. All other outdoor activities require Special Exception public hearings.

Concern has been expressed regarding the operation of bike washes during Biketoberfest and Bike Week events, specifically along the South Atlantic Avenue corridor. Nonprofit organizations and property owners have obtained a special event permit for multi-day car and motorcycle car washes. Non-profit organizations have hired workers for the multi-day event, from 4 to 14 days, for the motorcycle washes. Concerns expressed have included the duration of the motorcycle washes, location on the site of the motorcycle wash, workers advertising the event in the right-of-way, distractions to motorists, and traffic safety. The purpose of this item is to determine if time limits and/or setback restrictions should apply to car & motorcycle washes. Car and motorcycle wash events or activities that are not a primary business use are already prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Sections 2-84 through 2-94 of the Land Development Code.

Examples of motorcycle washes – Biketoberfest 2020 and Bike Week 2021:

EXHIBIT 1: Biketoberfest 2020, 790 South Atlantic Avenue



EXHIBIT 2: Bike Week 2021, 570 South Atlantic Avenue



EXHIBIT 3: Bike Week 2021, 890 South Atlantic Avenue



ANALYSIS:

This item is being presented based on complaints received during Biketoberfest and Bike Week regarding the motorcycle washes along South Atlantic Avenue. The complaints have included the duration of the special event, individuals advertising the event in the right-of-way and traffic safety. The options for the regulation of non-profit car and motorcycle washes are discussed below:

- 1. Do nothing. This option would allow the continuation of non-profit related car and motorcycle washes with no limitation on the duration.**

This option would not require an amendment to the Land Development Code and the amendment included in Attachment 1 should be denied if this option is selected. This option would allow the issuance of multi-day car and motorcycle washes provided that the permit is obtained by a non-profit with the authorization of the property owner. Special event permits have been issued for multi-day motorcycle wash events for a number of years.

- 2. Limit the duration of car and motorcycle washes. Many non-profit related car and motorcycle washes operate within a one-day period over a week for 4 to 6 hours. A sub-option is to establish setbacks for the operation of car and motorcycle washes.**

A central issue with the motorcycle washes is the length of the activity over multiple days. One option is to continue to allow the motorcycle washes but limit the

duration of the events in terms of hours allowed and frequency over time. An additional option is to establish setback regulations to distance the uses from the abutting roadway(s). A proposed Land Development Code amendment implementing this option is shown below. The underlined text are additions to the original text and ~~strike-through~~ are the deleted text of the amendment.

(v) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:

- (1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all commercial and industrial zoning districts except where expressly permitted through the issuance of a special exception or a planned development.
- (2) Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per year, provided:
 - a. An application is submitted to the building department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event and are required to be reviewed by the city's site plan review committee.
 - b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.
 - c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection (~~#w~~)(10) of this section.
 - d. The display area shall not be located so as to diminish the utility of any required parking space unless an alternative temporary parking plan is approved by the site plan review committee.
 - e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.
 - f. Adequate area for safe pedestrian movement shall be maintained.
 - g. A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:
 1. Police officers at the expense of the applicant to help ensure public safety; and

2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.
- h. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.
- (3) The following uses are prohibited from outdoor merchandise sales or activities:
 - a. Service stations and convenience stores types A, B and C.
 - b. Office uses.
 - c. Industrial uses.
 - d. Restaurants types A, B, C and D, outdoor seating is permitted.
- (4) The sale of food or beverages, other than as promotional items, is prohibited.
- (5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.
- (6) The area encompassed by the temporary sales shelter shall not exceed three thousand 3,000 square feet as measured from the perimeter of the temporary structure.
- (7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.
- (8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.
- (9) Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities.
- (10) Carwashes, bake sales, cookie sales, charitable solicitation, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be exempt from the requirements of this section, provided that:
 - a. The proposed events do not impede pedestrian or vehicular traffic.
 - b. The proposed event is required to obtain a special event permit with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.
- h. The following information is required for outside events:
 1. Days of the events.

2. Hours of operation.
3. Expected number of participants.
4. Types of temporary structures.
5. Number of portable toilets provided.
6. Security plan.
7. Pedestrian and vehicle movement plan.
8. A scaled sketch detailing the location of the special event area, and parking areas.
9. Location of any planned activities.
10. Motorcycle and car wash events of a temporary or itinerant nature may be allowed subject to the following conditions:
 - a) The event shall be limited to no more than six (6) continuous hours between the hours of 8:00 a.m. and 5:00 p.m. in any single day.
 - b) The event shall be limited to no more than one day.
 - c) No more than 10 event permits shall be issued during a calendar year per property and no more than one per calendar week.
 - d) The event shall be set back a minimum distance of at least fifty feet from all roadways abutting the property at which the event shall occur.
 - e) The event shall only be allowed on the property that is described in the permit.
 - f) All event participants must fully comply with all permit conditions and with all laws and city rules, regulations, and ordinances. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or any event participant may disqualify such person from obtaining a future permit.
 - g) Motorcycle and car wash events or activities that are not a primary business use are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Chapter 2, Article VII of this Code.
- ~~e. —The proposed event is required to be registered with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.~~
- d. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.
- f. There are no public safety hazards, as determined by the planning director or designee.

3. Prohibit car and motorcycle washes citywide during the recognized special events including Biketoberfest and Bike Week.

A third option is to prohibit car and/or motorcycle washes during recognized special events including Biketoberfest and Bike Week citywide. As reference earlier, motorcycle washes are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area throughout the year.

It is staff's belief that the non-profit activities were never intended to allow uses over a multi-day period on private property. If the outdoor activity seeks events of this duration, then the ability to obtain a Special Exception exists with public notice and public hearings to review the outdoor activity. Staff would recommend that Option 2 be selected to address the concerns about car and motorcycle washes.

CONCLUSION:

Section 1-15(d)(3) of the Land Development Code requires certain criteria that must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The proposed amendment does not propose any site specific development. Concerns have been expressed about the duration of the motorcycle washes, location on the site of the motorcycle washes, workers advertising the event in the right-of-way, distractions to motorists, and traffic safety. Option 2 (duration and setbacks) would address the concerns of duration and location of the motorcycle washes. It is not expected that the proposed Land Development Code amendment would create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

2. The proposed development is consistent with the Comprehensive Plan.

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of

adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The proposed Land Development Code amendment does not approve any site specific development and will not have any impacts on surrounding properties.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

The proposed Land Development Code amendment is not applicable to public facilities.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 8. The proposed development provides for the safety of occupants and visitors.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 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.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the amendments to Land Development Code, Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities to amend the conditions for non-profit related car and motorcycle washes (Option 2), as shown in Attachment 1. If the Planning Board believes that the existing allowance for multi-day for car and motorcycle washes should continue, then this amendment should be denied.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Attachment 2: Current Section 2-50(v) of the Land Development Code

Attachment 1:

Proposed Land Development Code amendment

Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50 (v)

- (v) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:
- (1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all commercial and industrial zoning districts except where expressly permitted through the issuance of a special exception or a planned development.
 - (2) Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per year, provided:
 - a. An application is submitted to the building department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event and are required to be reviewed by the city's site plan review committee.
 - b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.
 - c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection ~~(w)~~(10) of this section.
 - d. The display area shall not be located so as to diminish the utility of any required parking space unless an alternative temporary parking plan is approved by the site plan review committee.
 - e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.
 - f. Adequate area for safe pedestrian movement shall be maintained.
 - g. A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:
 1. Police officers at the expense of the applicant to help ensure public safety;
 2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.
 - h. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.

- (3) The following uses are prohibited from outdoor merchandise sales or activities:
- Service stations and convenience stores types A, B and C.
 - Office uses.
 - Industrial uses.
 - Restaurants types A, B, C and D, outdoor seating is permitted.
- (4) The sale of food or beverages, other than as promotional items, is prohibited.
- (5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.
- (6) The area encompassed by the temporary sales shelter shall not exceed three thousand 3,000 square feet as measured from the perimeter of the temporary structure.
- (7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.
- (8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.
- (9) Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities.
- (10) Carwashes, bake sales, cookie sales, charitable solicitation, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be exempt from the requirements of this section, provided that:
- The proposed events do not impede pedestrian or vehicular traffic.
 - The proposed event is required to obtain a special event permit with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.
 - ~~bc.~~ The following information is required for outside events:
 - Days of the events.
 - Hours of operation.
 - Expected number of participants.
 - Types of temporary structures.

5. Number of portable toilets provided.
6. Security plan.
7. Pedestrian and vehicle movement plan.
8. A scaled sketch detailing the location of the special event area, and parking areas.
9. Location of any planned activities.
10. Motorcycle/car wash events of a temporary or itinerant nature may be allowed subject to the following conditions:
 - a) The event shall be limited to no more than six (6) continuous hours between the hours of 8:00 a.m. and 5:00 p.m. in any single day.
 - b) The event shall be limited to no more than one day.
 - c) No more than 10 event permits shall be issued during a calendar year per property and no more than one per calendar week.
 - d) The event shall be set back a minimum distance of at least fifty feet from all roadways abutting the property at which the event shall occur.
 - e) The event shall only be allowed on the property that is described in the permit.
 - f) All event participants must fully comply with all permit conditions and with all laws and city rules, regulations and ordinances. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or any event participant may disqualify such person from obtaining a future permit.
 - g) Motorcycle/car wash events or activities that are not a primary business use are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Chapter 2, Article VII of this Code.
- ~~e. The proposed event is required to be registered with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.~~
- d. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.
- f. There are no public safety hazards, as determined by the planning director or designee.

Attachment 2:

Current Section 2-50(v) of
the Land Development Code

DISTRICT AND GENERAL REGULATIONS

§ 2-50

- e. Notarized letter of approval for the home occupation from the property owner and/or property manager if the location is tenant occupied.
- (5) *Expiration.* The home occupation and business tax receipt shall expire on September 30 of each year and shall be subject to the same renewal requirements as specified in chapter 12 of the Code of Ordinances and the Florida Statutes with regard to renewal of the business tax receipt.
- (6) *Nontransferability.* A home occupation approval shall not be transferred to another person through the sale, lease or rental of the property on which the home occupation is located or in any other manner.
- (7) *Revocation of approval.* Any violation of these regulations may result in the revocation of any home occupation permit, in addition to any other remedy for such violation provided for by this Land Development Code and the Florida Statutes with regard to renewal of the business tax receipt.
- (u) *Manager's residence in commercial and industrial districts.*
 - (1) One (1) unit may be provided in motels, hotels or timeshares.
 - (2) One (1) unit may be allowed in conjunction with industrial use involving extensive high-cost equipment or national security interests. Applicant shall demonstrate the need for such unit.
 - (3) Occupant must be an employee or principal of the business.
- (v) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:
 - (1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all commercial and industrial zoning districts except where expressly permitted through the issuance of a special exception or a planned development.
 - (2) Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per year, provided:
 - a. An application is submitted to the building department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event and are required to be reviewed by the city's site plan review committee.
 - b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.

- c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection (u)(10) of this section.
 - d. The display area shall not be located so as to diminish the utility of any required parking space unless an alternative temporary parking plan is approved by the site plan review committee.
 - e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.
 - f. Adequate area for safe pedestrian movement shall be maintained.
 - g. A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:
 - 1. Police officers at the expense of the applicant to help ensure public safety;
 - 2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.
 - h. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.
- (3) The following uses are prohibited from outdoor merchandise sales or activities:
- a. Service stations and convenience stores types A, B and C.
 - b. Office uses.
 - c. Industrial uses.
 - d. Restaurants types A, B, C and D, outdoor seating is permitted.
- (4) The sale of food or beverages, other than as promotional items, is prohibited.
- (5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.
- (6) The area encompassed by the temporary sales shelter shall not exceed three thousand 3,000 square feet as measured from the perimeter of the temporary structure.
- (7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.
- (8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.

DISTRICT AND GENERAL REGULATIONS

§ 2-50

- (9) Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities.
- (10) Carwashes, bake sales, cookie sales, charitable solicitation, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be exempt from the requirements of this section, provided that:
 - a. The proposed events do not impede pedestrian or vehicular traffic.
 - b. The following information is required for outside events:
 - 1. Days of the events.
 - 2. Hours of operation.
 - 3. Expected number of participants.
 - 4. Types of temporary structures.
 - 5. Number of portable toilets provided.
 - 6. Security plan.
 - 7. Pedestrian and vehicle movement plan.
 - 8. A scaled sketch detailing the location of the special event area, and parking areas.
 - 9. Location of any planned activities.
 - c. The proposed event is required to be registered with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.
 - d. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.
 - e. There are no public safety hazards, as determined by the planning director or designee.
- (w) *Outdoor storage, parking or use of personal property in a residential district.*
 - (1) The outdoor storage, parking or use of any item of personal property not listed in subsection (v)(2) of this section is prohibited in all residential zoning districts. Items of personal property listed in subsection (v)(2) of this section shall be permitted to be stored, parked or used in the manner prescribed.

- (2) The use of personal property items that are customarily associated with and incidental to residential premises, such as swings, slides and lawn chairs, lawn ornaments, picnic tables, grills and the like.
 - a. The necessary outdoor storage of personal property during the construction or repair of permanent improvements on the premises.
 - b. All vehicles shall be in operable condition at all times and, where applicable, shall evidence such condition by displaying the vehicle's license plate with current year registration validation sticker.
 - c. The display of one (1) vehicle for sale on a single-family lot, subject to the following conditions:
 - 1. The vehicle shall be registered to the owner of the lot or to a resident of the dwelling located on that lot.
 - 2. No more than one (1) vehicle shall be displayed per day.
 - 3. No vehicle shall be displayed for more than thirty (30) consecutive days.
 - 4. No vehicle or combination of vehicles shall be displayed for more than sixty (60) days in a calendar year.
- (3) The use of personal on-site storage structures shall be limited to situations where a person or business is moving to a new location. The personal storage unit shall not be placed on the site for a period over thirty (30) days.
- (4) There shall be no parking of vehicles, licensed or unlicensed, in the front yard of any residential property or in the side yard of a corner lot property except as:
 - a. On driveways constructed in accordance with an approved driveway permit and that meet the requirements of this Land Development Code.
 - b. Vehicles that are parked for a period of seventy-two (72) hours or less for occasional social gatherings (including, but not limited to: weddings, family reunions, holidays, parties, etc.) that do not occur more than four (4) times a calendar year.
 - c. On driveways that are widened up to a maximum of four hundred (400) square feet in area, provided the driveway widening is contiguous to the existing driveway extends from the existing driveway toward the side lot line away from the front of the house, is improved as defined in subsection (v)(4)d of this section, does not extend into the right-of-way, and complies with all other driveway and setback requirements of this Land Development Code.
 - d. A widened parking is improved if it is constructed with one (1) of the following approved materials: asphalt, bituminous brick, concrete, turf block, brick pavers or pervious concrete. Stone gravel or mulch is allowed for a period not to exceed twelve (12) months, and may be granted for one (1) additional period of twelve (12) months.

DRAFT

May 13, 2021 Planning Board minutes

Administrative amendment to the Land Development Code (LDC),
Chapter 2 – District and General Regulations, Article III.- General
Regulations, Section 2-50, Accessory Uses, subsection (v). –
Outdoor activities.

in order for that type of use the lease agreements would need to be amended as it is not currently allowed by Code and is not allowed under their contract with the City. The Code would need to be amended to authorize it and then the lease agreements would need to be amended to state that they have the ability to do it.

A discussion continued regarding food trucks at city sports events. Chairman Thomas expressed that he does not want the food trucks to affect the restaurants.

Audience Comments

Ms. Dorian Burt, 203 Pine Cone Trail, stated that as long as it is clear that the food trucks are not allowed downtown on any private property. The discussion is that they are allowed for City or nonprofit events. She explained that during special events the restaurants cannot accommodate all of the people, therefore there are no issues with food trucks at that time. Ms. Burt commented that block parties should be inside subdivisions and not on residential streets that are not part of a subdivision. She concluded that she would not want a block party on Lincoln Avenue taking away from the restaurants. Chairman Thomas replied that it is pretty clear that the restaurants are protected.

Mr. Jorczak motioned to approve LDC 2021-052 – Mobile Food Dispensing Vehicles (Food Trucks), Land Development Code Amendment. Mr. Briley seconded it. Vote was called, and the motion was approved (7-0).

E. LDC 2021-055 – Outdoor Activities (Car/Motorcycle Washes), Land Development Code Amendment

Mr. Steven Spraker, Planning Director, stated that LDC 2021-055 is an administrative request to amend Chapter 2 – District and General Regulations, Article III. – General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities of the Land Development Code (LDC), to amend the conditions for nonprofit related car and motorcycle washes. He continued that there are two processes to allow outdoor activities, the first being the Special Exception. As an applicant seeks to do items that are outside their building, they are required to go through a public hearing process. Mr. Spraker touched on recent examples including the Boot Hill Saloon with their itinerant merchants and music, Custom FX with their itinerant vendors, outdoor music and outdoor sales. In 2005 as part of an accessory use the City created an exception for nonprofit uses. Mr. Spraker commented that it was not reasonable to make nonprofits go through the public hearing process, therefore a section of code was created to allow a nonprofit a broad ability to support fundraising abilities which currently being discussed.

Mr. Spraker expressed that over the last few years there have been concerns and complaints regarding motorcycle washes specifically during Bike Week and Biketoberfest along South Atlantic Avenue. Concerns presented to staff have been the duration of motorcycle washes beyond a one day event, the location of the event on the property, workers advertising the event within the right-of-way, distractions to motorists and traffic safety. Mr. Spraker stated that staff have spoken with property and business owners who expressed that they feel that they are bringing a service during special events and are earning money for nonprofits as well as their businesses. The three options for the Board to consider are:

1. To do nothing as events have been permitted since 2016 with a special event permit. If no amendments are needed, then the Board should deny the application
2. Limit the duration of the car and motorcycle washes with a sub option to establish setbacks for them.
3. Prohibit the activity citywide during the recognized special events including Biketoberfest and Bike Week. Mr. Spraker explained that as the City annexed the North U.S. Highway 1 corridor, bike and car washes were prohibited that were not the principal use.

Mr. Spraker stated that staff drafted standards for discussion:

- a. *The event shall be limited to no more than six contiguous hours between the hours of 8:00 a.m. and 5:00 p.m. in any single day.*
- b. *The event shall be limited to no more than one day.*
- c. *No more than 10 event permits shall be issued during a calendar year per property and no more than one per calendar week.*
- d. *The event shall be set back a minimum distance of at least 50 feet from all roadways abutting the property at which the event shall occur.*
- e. *The event shall only be allowed on the property that is described in the permit.*
- f. *All event participants must fully comply with all permit conditions and with all laws and city rules, regulations, and ordinances. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or any event participant may disqualify such person from obtaining a future permit.*
- g. *Motorcycle and car wash events or activities that are not a primary business use are prohibited within the North U.S. Highway 1 Municipal Services Area and Joint Planning Area per Chapter 2, Article VII of this Code.*

Mr. Spraker stated that it is recommended that the Planning Board approve the amendments to the Land Development Code (LDC), Chapter 2 – District and General Regulations, Article III. – General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities to amend the conditions for nonprofit related car and motorcycle washes (recommendation-option 2). He pointed out that amendments are required to be advertised in a newspaper ad. Letters were sent to the individuals who had restaurants and events during the last Biketoberfest and Bike Week which was not required. If the Board feels that the concerns are not valid and that nothing should be done, then this amendment should be denied. If the Board is interested in establishing conditions then recommendation-option 2 should be selected. If the desire is to prohibit the activity then option 3 should be selected. Mr. Spraker concluded that the tentative City Commission dates are July 20, 2021 and August 4, 2021.

Mr. Briley asked about the concerns made. Mr. Spraker replied that the Neighborhood Improvement division (code enforcement) has received calls on the matter and Planning staff has also received concerns.

Mr. Jorczak asked if the 50 foot setback stipulation proposal severely restricts the activity. Mr. Spraker answered that it would move the activity to the rear of the site. Mr. Spraker explained that the setback can be amended if that was the decision of the Board. The goal is to get the activity off of the right-of-way.

It was discussed that the lots are 150 to 200± feet deep. The concerns with some of the properties is that they have side streets. If the selection was to require 75 foot setbacks on the side streets as well that there may be location issues for an event.

Ms. Shull inquired about the North U.S. Highway 1 corridor and why the activity is not permitted there but is permissible on South Atlantic Avenue. Mr. Spraker explained that when the Interlocal Boundary Service Area (ISBA) was created there was a belief that it was not an appropriate use in that corridor. South Atlantic Avenue was not addressed at that time.

Mr. Briley commented, “if the activity happened in the back then they can still have someone next to the road waiving a sign because the activity is not occurring in the front of the building. They are seen when they are out front. If the entire activity is in the back and no one is out front to waive them in then no one knows what is happening.”

Mr. Spraker stated that the goal of the 2005 amendment was to allow local nonprofits and sport teams to raise funds and it was not meant for multi-day events. A Special Exception can be applied for if the accessory use conditions cannot be met and can establish locations and show how it is appropriate to be located in the front with suggestions of standards.

Attorney Hayes specified that regarding the permitting process conditions can be imposed on the permit that requires that all of the event participants stay within a confined area within the 50 foot setback area. He continued that the North U.S. Highway 1 service area was a unique circumstance where the City cleaned up what Volusia County allowed and it was the focus at that time of what was being addressed with the regulations. Other areas within the city were not major concerns at the time as the City was not receiving the complaints that are being received now. Now there is a need to address those concerns and one way to do it is by the setbacks and permitting conditions that may require the participants to stay within a 50 foot buffer. It does not explicitly say that in the regulations but it can be stated as part of the code requirements and staff can impose it as part of the conditions on the permit.

Mr. Jorczak asked Mr. Spraker how many bike and car wash operations take place during Bike Week and asked if they were all on South Atlantic Avenue. Mr. Spraker replied three confirmed there, and all on South Atlantic Avenue.

Audience Comments

Mr. James Therrien, 1415 John Anderson Drive, stated he is one of the owners at the Wave Sports Bar and Grill and also owns the Seadrift in Ormond by The Sea. He commented that he does a lot of charitable events with the biker community and raises a lot of money throughout the year holding bike runs. The bike wash generates a lot of money to the business and to the Children are our Future Charity that benefits cancer. Mr. Therrien commented that he met with Planning staff prior to getting the permit issued for Bike Week and heard people were calling in complaining about the girls. He asked if it was known that the county parking lot was approved across the

street from the beach where the girls go across the street in their bikinis. He continued that he was asked if he could move it back because of the children and elaborated that if moved to the west that the Seabreeze High School students could see the activity out of the windows of the school. Mr. Therrien commented that children see girls in bikinis every day at the beach. Half of the proceeds of what the activity generates goes to the girls that are doing it and the other half goes to the charity. The restaurant staff receives an increase in their paychecks by the increase of customers that come in while they are waiting.

Ms. Constance Jones, President and Founder, Children are our Future Volusia County Incorporated, 1111 Ocean Shore Boulevard, stated that she has been in the area since the 1970's and grew up in the biker community and recently retired from the Department of Children and Families (DCF), working with abused children. She continued that she is in the 5th year of her own organization and supports it on her Social Security and retirement income. Ms. Jones explained that she helps sick children with devastating medical diagnoses and is partial to special needs. She raises money through the biker community and screens families that have issues with health insurance. Money is raised through the organization during poker runs for children who do not have money for the surgeries that they need. Ms. Jones added that the restaurant community has been a great help in raising money for the children. The Wave Sports Bar and Grill gives back to the charity from the bike wash which goes to the organization's operating expenses. Ms. Jones explained that she has the permit pulled and goes to the Wave Sports Bar and Grill and advises the girls that they have to be a certain distance from the road and advises them to call her with any problems. She commented that it is a "win-win" situation for her, the restaurant, and the women working the event that are raising children that need the extra money. Ms. Jones expressed understanding that staff wants to keep everyone safe and make the neighborhoods happy. She concluded that this is a beach town where everyone runs around in their baggies and bikinis everywhere but that she does want to do what is right and what the law allows.

Chairman Thomas stated that he thinks it is appropriate and turned it over to the Board for discussion.

Ms. Shull commented that after hearing Mr. Therrien and Ms. Jones speak it brings the realization that everyone is running around the streets with bathing suits on. She asked Mr. Spraker for additional information about the complaints. Mr. Spraker replied that concerns centered on the actions in the right-of-way for the bike and car wash. He commented that it may not be necessarily that the Wave Sports Bar and Grill may not have been in compliance but other operators may not have been. The 2005 regulation for non-profits was intended was to have limited time to allow the nonprofits the ability to have outdoor activities. If the limited time does not work, there is ability through the Special Exception to get a broader plan approved for a multi-year period.

Ms. Shull asked for clarification on the accessory use limitations. Mr. Spraker explained that the issue is that they are event-oriented for a four or 10 day period. The intent of the original ordinance was to be an event where a nonprofit attended for a day, not multi-days which is meant more for a Special Exception. Mr. Spraker reiterated that if the Planning Board thinks that the current operation is appropriate then option 1 to do nothing and deny the amendment is a choice. Ms. Shull asked if the setbacks are for the car and bike wash or if it is for people that are out front. Mr.

Spraker answered that it would be for multiple things and for all activities including people advertising the event, the tents, and the sign in the right-of-way to get it off of the street. He remarked that if the City Attorney's Office says that someone can be on the edge of the property advertising it then it would be appropriate. The concern is the activities in the right-of-way.

There was discussion about the complaints regarding the sidewalk and how the activities need to stay within the sidewalk of the property boundary.

Mr. Therrien commented that he has followed all of the rules directed by Planning staff, and has kept the activity off of the street and did not display signs. He continued that the rules are already in place and asked why it is not being enforced to the businesses that violated it and not take it out on the businesses that followed it. He continued that the activity is part of Bike Week. Last year elected officials expressed support of all Bike Week activities during Covid. Mr. Therrien stated that this community is loaded with motorcycle enthusiasts and asked if bike activity is wanted or not. He remarked that the only other event within the city is up on North U.S. Highway 1.

Mr. Briley stated that he agrees that people walk around the streets in their bathing suits as it is a tourist corridor and is zoned as such. He expressed that his opinion is that as long as the activity is on the inside of the property on the inside of the sidewalk that it is not an issue. It assists the businesses along A1A. Mr. Briley concluded that when the City did the interlocal agreement with the County that the activity was not allowed along U.S. Highway 1 at that time but at some point should be researched.

Chairman Thomas noted that it is the beach and people do wear bathing suits and that motorcycle washes have been held for a long time. He expressed his concern with the complaints that people are being blocked and cannot come and go. Mr. Thomas commented that code enforcement is complaint driven. Chairman Thomas concluded that perhaps during Bike Week that the City not be complaint-driven and be more vigilant and make sure that the activities stay on the inward side of the sidewalk.

Ms. Tolland inquired about North U.S. Highway 1 and the changes made there and asked the difference with what is happening on A1A now as opposed to what was going on then. Chairman Thomas replied "poles". Ms. Tolland commented that she recalled that there were women in bikinis on the street and that the Board pushed it to the 50 foot setback. Mr. Spraker replied that it is not allowed in the N. U.S. Highway 1 corridor at all. Ms. Tolland elaborated that the City worked hard and is still working hard to clean up North U.S. Highway and have made good progress and asked if has been moved out to A1A. Mr. Spraker explained that this discussion needed to occur because there were complaints over the last few events and the business owners desire to have those events, therefore it needs to be clarified in the Land Development Code. Last Bike Week there were discussions about not allowing it and staff needed a better discussion about it and bring clarification to it. It needs to be identified so that it is clear for the business owners, the residents and the code enforcement.

Mr. Jorczak added that the activity is common among high school kids that raise money for clubs and causes at gas stations. As long as it is not creating a public hazard. He commented that he does not see a problem with granting a business a chance to do that for more than just a single-day and having to take out a special permit to do it. He expressed his agreement with a number of times per year being specified regarding how many times it is allowed for the activity to cooperate with

the organization that raises money through car washes. Mr. Jorczak concluded that staying within the limits of the property and out of the easements is not a big issue.

Chairman Thomas commented that he does not think that anyone wants to take fundraising away from high school kids but is concerned with the enforcement of staying off of the sidewalks. In this instance it cannot be complain-driven.

Mr. Spraker reiterated that the restaurants are not allowed to have outdoor activities. They can go through a Special Exception for outdoor music or similar, but this is specifically for nonprofits. They have been granted the broad latitude to have outdoor activities including car washes. They do not have to go through a Special Exception process and they are allowed with authorization of the property owner to have these types of events under their current regulations.

Mr. Briley inquired about the difference between the charity bike wash at The Wave Sports Bar and Grille and if, for instance, ABC Liquor Store had a bike wash down the street and it was not for charity. Mr. Spraker answered that the regulations are written for the benefit of nonprofit organizations. ABC Liquor Store would have to go through a Special Exception to do so. They would need to partner with a nonprofit to allow it without the Special Exception. Mr. Spraker added that you can have a bike and car wash all day and daily for nonprofits. If it is not for a nonprofit then they would have to go through a Special Exception.

Mr. Galloway remarked that several businesses are not in compliance and expressed it is similar to spot zoning. He continued that it should be specified that they be off of the sidewalk and then be required from a policy standpoint, but not by rewriting the ordinance. It was discussed that it is already in the Code but only enforced by complaints. Chairman Thomas explained that the City decided that they wanted to go on complaint-basis years ago and in order for it to change the City Commission would be required to change it. Mr. Galloway concluded that he will move that nothing is changed on the matter and make sure it is cleaned up and advise them to stay off the sidewalk.

Attorney Hayes explained that there is currently no criteria and staff has nothing to enforce.

Mr. Briley suggested that they do not impede the public right-of-way with a sign or people and if a complaint is made, the business should get two chances and then after the third time it be prohibited. Attorney Hayes replied that there is already provision in the Code with the criteria stating, "if any violations of the permit can result in the revocation of the permit", not that future permit can be denied which can be added as additional criterion.

Ms. Tolland advised that she is in favor of recommendation-option 2 to limit the duration and made a suggestion to incorporate wording to reflect a percentage of the property regarding the setback. She expressed her concern with the inappropriate location of the individuals being right out front.

Mr. Galloway suggested the 50 foot setback to the property line be added with recommendation-option 2.

Attorney Hayes stated that if the desire is to have the participants within a designated area within the property then more specifications should be provided.

Board discussion ensued on the topic.

Attorney Hayes worked on refocusing the discussion. Staff is establishing the minimum criteria so that when there is a complaint there is something to enforce. Every use on residential or commercial property in the LDC has an enforcement criterion including either setbacks, signage and specify the times that are appropriate. Staff is looking to establish criteria from an enforcement perspective and in-part at the request at some of the complaints during specific special events. Attorney Hayes continued that a question for the Board should be if an event should be for a single day or for more than a day and what the hours of operation should be. If the Board feels the criteria is too strict then they can create more flexibility, and if the criteria is not strict enough then to propose to narrow them down in scope, or do nothing.

Chairman Thomas explained that he would be interested in modifying recommendation - option 2 with the Boards suggestions. The following changes were suggested:

- Delete b; the event shall be limited to no more than one day.
- Amend c; allow during recognized special events and no more than 10 events per year, per property.
Strikeout/delete: no more than one per calendar week.
- Delete d; the event shall be set back a minimum distance of at least 50 feet from all roadways abutting the property at which the event shall occur.
- Amendment; the event shall be set back inside the edge of the sidewalk and cannot be on the right-of-way.

Board discussion occurred on the proposed amendments.

Mr. Briley motioned to approve LDC 2021-055 – Outdoor Activities (Car/Motorcycle Washes), Land Development Code Amendment with the following modifications to recommendation - option 2: Limit the duration with the sub option to establish setbacks for car and motorcycle washes. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-2), with Mr. Scudiero and Ms. Tolland voting against it.

F. LDC 2021-053 – Downtown Overlay District, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, stated that LDC 2021-053 is an administrative amendment to the Land Development Code (LDC), Chapter 2, Article VI.-Overlay Districts, Section 2-70, Downtown Overlay District, to update the section consistent with the 2019 Downtown Overlay District, to update the section consistent with the 2019 Downtown Master Plan update. He continued that the purpose of the amendment is to clean up and update the Code per the adopted Master Plan update. A land use amendment was done in 2017 and it is of interest to incorporate it and separate the prohibited and additional permitted uses to make it clearer and incorporate the redevelopment plan in the B-4 zoning district into the Downtown Overlay District. Mr. Spraker concluded that staff is recommending approval. The tentative City Commission dates are July 20, 2021 and August 4, 2021.



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: July 20, 2021

Subject: LDC Amendment - Gas Canopies

Commission Goal: Community Development - Other

Introduction

This is an administrative amendment to the Land Development Code (LDC), Chapter 3, Article VI - Architectural Design Standards, Section 3-70, Special structure provisions, to modify the requirements for motor vehicle service station canopies.

Background

With the adoption of the 2004 Land Development Code re-write, Chapter 3 - Performance Standards, Article VI - Architectural Design Standards was established to adopt citywide architectural standards. As part of the citywide architectural standards, Section 3-70 was created to provide regulations for gas station canopies. Through the Planned Development process for convenience stores with gasoline canopies, the architectural standards for the gasoline canopies have been modified based on individual site plans. Examples include RaceTrac (1670 West Granada Boulevard), Sunoco (3 North Yonge Street, 460 South Atlantic Avenue, and 1546 West Granada Boulevard) and Wawa (600 West Granada Boulevard).

In 2017, House Bill 1021 prohibited local governments from enacting or enforcing existing regulations that prevent the use of corporate trademarks, logos, color patterns or branding related to gas stations or other national corporate uses. The purpose of this amendment is to amend the motor vehicle service station canopies standards within the Land Development Code to be consistent with Section 553.79 of the Florida Statutes. This state law was also the basis for the Land Development Code amendment to allow the electronic changeable copy signage for retail prices of gasoline as a Special Exception.

Discussion

The Planning Board reviewed the proposed Land Development Code amendment and

recommended approval with a 7-0 vote. There were no individuals who spoke for or against the Land Development Code amendment. The minutes of the Planning Board meeting are attached in the City Commission packet.

Budget Impact

There is no budget impact associated with the Land Development Code amendment. The amendment seeks to align the Land Development Code with the Florida Statutes.

Citizen Impact

The Land Development Code amendment is not expected to have a citizen impact.

Recommendation

It is Planning staff's and the Planning Board recommendation (7-0) that the City Commission **APPROVE** amendments to the Land Development Code, Chapter 3 - Performance Standards, Article VI - Architectural Design Standards, Section 3-70, Special structure provisions, to modify the requirements for motor vehicle service station canopies, as shown in the attached Ordinance.

Attachments:

- 21-22 Gas Canopies (P21-0076G) (PDF)
- 10. 05.13.2021 LDC amendment Section 3-70 Special structures, PB Staff Report (PDF)
- DRAFT - Planning Board minutes - Special Structures (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/9/2021


Claire Whitley, Assistant City Manager 7/5/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

ORDINANCE NO. 2021-22

AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE VI, ARCHITECTURAL DESIGN STANDARDS, SECTION 3-70, SPECIAL STRUCTURE PROVISIONS, OF THE *LAND DEVELOPMENT CODE* TO AMEND THE REQUIREMENTS FOR MOTOR VEHICLE SERVICE STATION CANOPIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City’s planning staff has proposed that the City of Ormond Beach *Land Development Code* (“the *LDC*”) be amended to modify the requirements for motor vehicle service station canopies within Section 3-70, Special structure provisions, of the *LDC*, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has reviewed the recommended amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(c)(2), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the recommended amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

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

SECTION ONE. Section 3-70, Special structure provisions, of Chapter 3, Performance Standards, of Article VI, Architectural Design Standards, of the *LDC* is hereby amended to read as follows:

Sec. 3-70. - Special structure provisions.

Certain structures require special design considerations to integrate them properly into the community's architectural fabric. Such structures include motor vehicle service station pump island canopies, service bays for carwashes and motor vehicle service stations, power supply facilities, and drive through aisles. Also warranting special consideration are multifamily residential buildings, shopping centers/office complexes and big-box structures larger than ten thousand (10,000) square feet in size. Such facilities shall comply with the following requirements:

- (1) *Motor vehicle service station canopies.* Canopies are considered to be accessory structures. It is the intent of this subsection to ensure that canopies associated with convenience stores, motor vehicle service stations, etc., are designed such that they do not visually dominate the site, as compared to the size of the principal structure. Such canopies shall meet the following design criteria:
 - a. Architectural design shall be consistent with the principal structure in terms of style, roofline, colors, materials and finishes.
 - b. Decorative rooftop design embellishments shall be provided, such as dormers, cupolas, clerestory windows, and weathervanes, as consistent with the architectural style of the principal structure.
 - c. The columns must be of sufficient width so as to appear structural in proportion to the canopy, as consistent with the architectural style of the principal structure.
 - d. Bollards must be painted to match or be compatible with the color of the canopy and principal structure. If it is necessary that the bollards be painted a different color from that used for the building and canopy for the purposes of safety and visibility, then the color white shall be an acceptable alternative.
 - e. ~~Signage on the pump island canopy shall be prohibited, including striping with corporate brand colors. In addition, panels removed from signs on existing canopies shall not be replaced~~ The display on a pump island canopy of a corporate trademark or service mark, including the display of corporate branding identity consisting of trade dress, logos, color patterns, design scheme insignia, or image standards that are authorized and depicted by a corporate trademark or service mark, or by a franchise as provided in 16 Code

of Federal Regulations, section 436.1, may be allowed subject to the conditions in section 3-48 of this Code.

- f. Under-canopy light fixtures shall be recessed so as to minimize off-site glare and light intrusion. No part of the light fixtures, including bulb or glass, shall project downward beyond the bottom of the canopy so as to be visible from the adjacent public right-of-way.
 - g. ~~The maximum clearance between the pavement and the canopy ceiling shall be fourteen and one half feet (14½').~~
 - h. The maximum height of the canopy shall be no greater than that of the principal structure.
 - i. ~~The maximum total canopy area shall not be more than twenty-five percent (25%) greater than that of the principal structure.~~
- (2) *Open bays or service areas. ***No change to existing text****
 - (3) *Multifamily structures. ***No change to existing text****
 - (4) *Big-box structures. ***No change to existing text****

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 20th day of July, 2021.

PASSED UPON at the second and final reading of the City Commission, this 4th
day of August, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: May 3, 2021

SUBJECT: Land Development Code amendment: Section 3-70. - Special Structure Provisions (Motor vehicle service station canopies)

APPLICANT: Administrative

NUMBER: LDC 2021-054

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION:

This is an administrative amendment to the Land Development Code (LDC), Chapter 3, Article VI.-Architectural Design Standards, Section 3-70, Special structure provisions, to modify the requirements for motor vehicle service station canopies.

BACKGROUND:

With the adoption of the 2004 Land Development Code re-write, Chapter 3 – Performance Standards, Article VI.-Architectural Design Standards was established to adopt citywide architectural standards. As part of the citywide architectural standards, Section 3-70 was created to provide regulations for gas station canopies. Through the Planned Development process for convenience stores with gasoline canopies the architectural standards for the gasoline canopies have been modified based on individual site plans. Examples include RaceTrac (1670 West Granada Boulevard), Sunoco (3 North Yonge Street, 460 South Atlantic Avenue, and 1546 West Granada Boulevard) and Wawa (600 West Granada Boulevard).

In 2017, House Bill 1021 prohibited local governments from enacting or enforcing existing regulations that prevent the use of corporate trademarks, logos, color patterns or branding related to gas stations or other national corporate uses. The legislation is included in Section 553.79, Permits; applications; issuance; inspections of the 2020 Florida Statutes as follows:

(22)(a) A political subdivision of this state may not adopt or enforce any ordinance or impose any building permit or other development order requirement that:

1. Contains any building, construction, or aesthetic requirement or condition that conflicts with or impairs corporate trademarks, service marks, trade dress, logos, color patterns, design scheme insignia, image standards, or other features of corporate branding identity on real property or improvements thereon used in activities conducted under chapter 526 or in carrying out business activities defined

as a franchise by Federal Trade Commission regulations in 16 C.F.R. ss. 436.1, et. seq.; or

2. Imposes any requirement on the design, construction, or location of signage advertising the retail price of gasoline in accordance with the requirements of ss. 526.111 and 526.121 which prevents the signage from being clearly visible and legible to drivers of approaching motor vehicles from a vantage point on any lane of traffic in either direction on a roadway abutting the gas station premises and meets height, width, and spacing standards for Series C, D, or E signs, as applicable, published in the latest edition of Standard Alphabets for Highway Signs published by the United States Department of Commerce, Bureau of Public Roads, Office of Highway Safety.

(b) This subsection does not affect any requirement for design and construction in the Florida Building Code.

(c) All such ordinances and requirements are hereby preempted and superseded by general law. This subsection shall apply retroactively.

(d) This subsection does not apply to property located in a designated historic district.

The purpose of this amendment is to amend the motor vehicle service station canopies standards within the Land Development Code to be consistent with Section 553.79 of the Florida Statutes. This state law was also the basis for the Land Development Code amendment to allow the electronic changeable copy signage for retail prices of gasoline as a Special Exception.

ANALYSIS:

The proposed Land Development Code amendment is shown below. The underlined text are additions to the original text and ~~strike-through~~ are the deleted text of the amendment.

Sec. 3-70. - Special structure provisions.

Certain structures require special design considerations to integrate them properly into the community's architectural fabric. Such structures include motor vehicle service station pump island canopies, service bays for carwashes and motor vehicle service stations, power supply facilities, and drive through aisles. Also warranting special consideration are multifamily residential buildings, shopping centers/office complexes and big-box structures larger than ten thousand (10,000) square feet in size. Such facilities shall comply with the following requirements:

- (1) *Motor vehicle service station canopies.* Canopies are considered to be accessory structures. It is the intent of this subsection to ensure that canopies associated with convenience stores, motor vehicle service stations, etc., are designed such that they do not visually dominate the site, as compared to the size of the principal structure. Such canopies shall meet the following design criteria:

- a. Architectural design shall be consistent with the principal structure in terms of style, roofline, colors, materials and finishes.
 - b. Decorative rooftop design embellishments shall be provided, such as dormers, cupolas, clerestory windows, and weathervanes, as consistent with the architectural style of the principal structure.
 - c. The columns must be of sufficient width so as to appear structural in proportion to the canopy, as consistent with the architectural style of the principal structure.
 - d. Bollards must be painted to match or be compatible with the color of the canopy and principal structure. If it is necessary that the bollards be painted a different color from that used for the building and canopy for the purposes of safety and visibility, then the color white shall be an acceptable alternative.
 - e. ~~Signage on the pump island canopy shall be prohibited, including striping with corporate brand colors. In addition, panels removed from signs on existing canopies shall not be replaced~~ The display on a pump island canopy of a corporate trademark or service mark, including the display of corporate branding identity consisting of trade dress, logos, color patterns, design scheme insignia, or image standards that are authorized and depicted by a corporate trademark or service mark, or by a franchise as provided in 16 Code of Federal Regulations, section 436.1, may be allowed subject to the conditions in section 3-48 of this Code.
 - f. Under-canopy light fixtures shall be recessed so as to minimize off-site glare and light intrusion. No part of the light fixtures, including bulb or glass, shall project downward beyond the bottom of the canopy so as to be visible from the adjacent public right-of-way.
 - g. ~~The maximum clearance between the pavement and the canopy ceiling shall be fourteen and one half feet (14½').~~
 - h. The maximum height of the canopy shall be no greater than that of the principal structure.
 - i. ~~The maximum total canopy area shall not be more than twenty five percent (25%) greater than that of the principal structure.~~
- (2) *Open bays or service areas. ***No change to existing text****
 - (3) *Multifamily structures. ***No change to existing text****
 - (4) *Big-box structures. ***No change to existing text****

The amendments are consistent with Section 553.79 of the Florida Statutes. Per the state law, convenience stores with gasoline canopies are allowed to display their corporate trademarks, logos, and signage.

CONCLUSION:

Section 1-15(d)(3) of the Land Development Code requires certain criteria that must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally**

permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The proposed amendment does not propose any site-specific development. This amendment seeks to align the Land Development Code with Section 553.79 of the Florida Statutes. Past convenience stores with gasoline canopies have been permitted corporate trademarks and signage through the Planned Development process. It is not expected that the proposed Land Development Code amendment would create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

2. The proposed development is consistent with the Comprehensive Plan.

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties.

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

The proposed Land Development Code amendment is not applicable to public facilities.

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

7. The proposed development is functional in the use of space and aesthetically acceptable.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

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.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the amendments to the Land Development Code, Chapter 3 – Performance Standards, Article VI.-Architectural Design Standards, Section 3-70, Special structure provisions, to modify the requirements for motor vehicle service station canopies, as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Attachment 2: Current Section 3-70 of the Land Development Code

Attachment 1:

Proposed Land Development Code amendment

Chapter 3 – Performance Standards, Article VI.-Architectural Design Standards

Sec. 3-70. - Special structure provisions.

Certain structures require special design considerations to integrate them properly into the community's architectural fabric. Such structures include motor vehicle service station pump island canopies, service bays for carwashes and motor vehicle service stations, power supply facilities, and drive through aisles. Also warranting special consideration are multifamily residential buildings, shopping centers/office complexes and big-box structures larger than ten thousand (10,000) square feet in size. Such facilities shall comply with the following requirements:

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 - d. Bollards must be painted to match or be compatible with the color of the canopy and principal structure. If it is necessary that the bollards be painted a different color from that used for the building and canopy for the purposes of safety and visibility, then the color white shall be an acceptable alternative.
 - e. ~~Signage on the pump island canopy shall be prohibited, including striping with corporate brand colors. In addition, panels removed from signs on existing canopies shall not be replaced~~ The display on a pump island canopy of a corporate trademark or service mark, including the display of corporate branding identity consisting of trade dress, logos, color patterns, design scheme insignia, or image standards that are authorized and depicted by a corporate trademark or service mark, or by a franchise as provided in 16 Code of Federal Regulations, section 436.1, may be allowed subject to the conditions in section 3-48 of this Code.
 - f. Under-canopy light fixtures shall be recessed so as to minimize off-site glare and light intrusion. No part of the light fixtures, including bulb or glass, shall project downward beyond the bottom of the canopy so as to be visible from the adjacent public right-of-way.
 - g. ~~The maximum clearance between the pavement and the canopy ceiling shall be fourteen and one-half feet (14½').~~
 - h. The maximum height of the canopy shall be no greater than that of the principal structure.

- i. ~~The maximum total canopy area shall not be more than twenty-five percent (25%) greater than that of the principal structure.~~
- (2) *Open bays or service areas. ***No change to existing text****
- (3) *Multifamily structures. ***No change to existing text****
- (4) *Big-box structures. ***No change to existing text****

Attachment 2:

Current Section 3-70 of the
Land Development Code

PERFORMANCE STANDARDS

§ 3-70



(Ord. No. 2012-25, § 4, 9-4-2012)

Sec. 3-70. Special structure provisions.

Certain structures require special design considerations to integrate them properly into the community's architectural fabric. Such structures include motor vehicle service station pump island canopies, service bays for carwashes and motor vehicle service stations, power supply facilities, and drive through aisles. Also warranting special consideration are multifamily residential buildings, shopping centers/office complexes and big-box structures larger than ten thousand (10,000) square feet in size. Such facilities shall comply with the following requirements:

- (1) *Motor vehicle service station canopies.* Canopies are considered to be accessory structures. It is the intent of this subsection to ensure that canopies associated with

convenience stores, motor vehicle service stations, etc., are designed such that they do not visually dominate the site, as compared to the size of the principal structure. Such canopies shall meet the following design criteria:

- a. Architectural design shall be consistent with the principal structure in terms of style, roofline, colors, materials and finishes.
 - b. Decorative rooftop design embellishments shall be provided, such as dormers, cupolas, clerestory windows, and weathervanes, as consistent with the architectural style of the principal structure.
 - c. The columns must be of sufficient width so as to appear structural in proportion to the canopy, as consistent with the architectural style of the principal structure.
 - d. Bollards must be painted to match or be compatible with the color of the canopy and principal structure. If it is necessary that the bollards be painted a different color from that used for the building and canopy for the purposes of safety and visibility, then the color white shall be an acceptable alternative.
 - e. Signage on the pump island canopy shall be prohibited, including striping with corporate brand colors. In addition, panels removed from signs on existing canopies shall not be replaced.
 - f. Under-canopy light fixtures shall be recessed so as to minimize off-site glare and light intrusion. No part of the light fixtures, including bulb or glass, shall project downward beyond the bottom of the canopy so as to be visible from the adjacent public right-of-way.
 - g. The maximum clearance between the pavement and the canopy ceiling shall be fourteen and one-half feet (14½').
 - h. The maximum height of the canopy shall be no greater than that of the principal structure.
 - i. The maximum total canopy area shall not be more than twenty-five percent (25%) greater than that of the principal structure.
- (2) *Open bays or service areas.* Structures that feature open bays or service areas, such as car washes, motor vehicle service stations, and office/warehouses, shall be oriented on a site in such a fashion that the open bays do not face the primary public road on which the structures are located. Facility site design shall also utilize landscaping to help screen open bays from public rights-of-way. Service areas not enclosed in a building shall be screened through similar means.
- (3) *Multifamily structures.* Multifamily developments shall comply with the following:
- a. Outdoor patio areas of individual living units and community facilities shall be designed to provide maximum visual privacy. Such areas shall be enclosed with screen, or screened by opaque fence or walls or with landscaping and/or berms with landscaping.

DRAFT

May 13, 2021 Planning Board minutes

Administrative amendment to the Land Development Code (LDC),
Chapter 3, Article VI.-Architectural Design Standards, Section 3-
70, Special structure provisions.

Ms. Tolland asked if the City's rating of 6 was a good rating. Ms. Weedo answered that the ratings are similar to golf where 1 is best. Starting off with 10, there is an opportunity to get to 1 and with each progression receive an additional 5 percent. Currently the City is 20 percent and if improving the rating would go to 5, receiving a 25 percent discount.

Mr. Jorczak motioned to approve LDC 2021-050 – Floodplain Management, Land Development Code Amendment. Ms. Tolland seconded it. Vote was called, and the motion was approved (7-0).

H. LDC 2021-054 – Special Structure Provisions (Motor vehicle service station canopies), Land Development Code Amendment

Mr. Steven Spraker, Planning Director, stated that LDC 2021-054 is an administrative amendment to the Land Development Code (LDC), Chapter 3, Article VI.-Architectural Design Standards, Section 3-70, Special Structure Provisions, to modify the requirements for motor vehicle service station canopies. He explained that there was a house bill that prohibited local governments from infringing on trademarks and corporate logos. It is the same bill that led to the electronic changeable copy signs. The City cannot restrict gas stations from having their corporate identity. Mr. Spraker continued that the LDC changes recognizes that and allows signage per the LDC based on the canopy. The height was also cleaned up from 14.5 feet high and now there is a 16 foot clearance required for fire trucks. Mr. Spraker concluded that staff recommends approval of the amendments to the Land Development Code (LDC), Chapter 3-Performance Standards, Article VI.-Architectural Design Standards, Section 3-70, Special Structure Provisions, to modify the requirements for motor vehicle service station canopies, as shown in Attachment 1. The tentative City Commission dates are July 20, 2021 and August 4, 2021.

Mr. Briley motioned to approve LDC 2021-054 – Special Structure Provisions (Motor vehicle service station canopies), Land Development Code Amendment. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

I. LDC 2021-056 – Sidewalks, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, stated that this is an administrative amendment to the Land Development Code (LDC), Chapter 3-Performance Standards, Article V.-Utility and Infrastructure Design Standards, Section 3-55, Bicycle and pedestrian ways, to (1) allow payment in lieu of constructing a sidewalk under certain conditions and (2) requiring sidewalks on both sides of the street in new subdivisions. Mr. Spraker elaborated on how we have known that the City's regulations only require sidewalks on one side of the street and have routinely through Planned Developments required them on both sides because it can be asked for in Planned Development. Staff is seeking to amend the code to require it for new subdivisions.

Mr. Spraker added that the second item is regarding establishment of a sidewalk fund. This would be a tool and not used on a consistent basis. Ormond Ace Hardware is a good example referenced where there is a larger project coming in and they do not need to make a sidewalk that is going to be ripped up in the future. He mentioned



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: July 20, 2021

Subject: Ormond Gateway, Final Plat

Commission Goal: Community Development - Other

Introduction

This is a request from Luke Kilic, P.E. of Zev Cohen and Associates on behalf of the property owner, Destination Interchange, LLC, for a final plat for an 18.17 acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) for a three (3) lot commercial subdivision with associated site improvements.

Background

The subject property has a Future Land Use designation of “Low Intensity Commercial” and “Tourist Commercial”. The entire property has a zoning designation of B-7 (Highway Tourist Commercial). The B-7 (Highway Tourist Commercial) zoning district, Section 2-28 of the Land Development Code requires a minimum lot width of 100’ and a minimum lot size of 20,000 square feet. The purpose of the application is the development of a commercial subdivision for three (3) lots including the installation of utilities, stormwater management, compensating storage ponds, improvements in the Florida Department of Transportation right-of-way (driveway access, utilities and sidewalk) and Greenbelt landscape plantings. The improvements associated with the preliminary plat will establish common improvements that would be used for all three lots. The individual development of the lots would require separate Site Plan Review Committee (SPRC) review and approval. The project has indicated the uses would include a convenience/gas store, retail, and restaurant uses. These uses are allowed uses within the B-7 zoning district.

In order to subdivide land, preliminary and final plat approvals are required. The preliminary plat was approved on February 16, 2021 with Resolution 2021-48. The recordation of the final plat can occur in one of two methods. The first method is if all the subdivision improvements are completed and accepted by the Site Plan Review

Committee. The second method is to record the plat while completing the subdivision infrastructure improvements. Under the second method, the applicant shall be required to post a performance guarantee to ensure that the remaining subdivision improvements are completed. The applicant has indicated that the second method, record the plat with a performance guarantee, would be utilized.

Final plats are subject to review and approval by the Site Plan Review Committee, a Florida licensed surveyor acting on behalf of the City, and the City Attorney's office. The subject plat has been reviewed and determined acceptable. The proposed plat is consistent with the preliminary plat previously approved and the approved site plan.

Discussion

The Ormond Gateway final plat includes a three (3) commercial lot subdivision on an 18.17 acre parcel. Lot 1 is proposed at 2.87 acres, Lot 2 at 5.45 and Lot 3 at 2.24. The proposed lot sizes exceed the B-7 (Highway Tourist Commercial) zoning district requirements. The remaining areas are common stormwater, compensating storage and tree preservation areas. No site plan development is proposed with the final plat. The subdivision development would occur consistent with the approved site plan approved by the Site Plan Review Committee.

Budget Impact

There is no budget impact as the result of the final plat application.

Citizen Impact

There is no citizen impact anticipated with the final plat. The land area is close to Interstate 95 and the future uses are uses that would be allowed in the B-7 (Highway Tourist Commercial) zoning districts. The project has demonstrated compliance with applicable Land Development Code requirements.

Recommendation

It is recommended the City Commission **APPROVE** the final plat for the subdivision of land for an 18.17 acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) into a three (3) lot commercial subdivision.

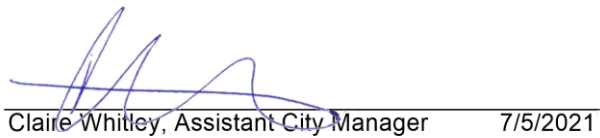
Attachments:

- 21-24 Ormond Gateway - Final Plat (P21-0090G) (PDF)
- Exhibit A, Ormond Gateway Final Plat (PDF)
- Ormond Gateway - Legal Description (PDF)

- Location Map (PDF)
- C6 OVERALL SUBDIVISION PLAN (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/22/2021


Claire Whitley, Assistant City Manager 7/5/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021

ORDINANCE NO. 2021-24

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ORMOND GATEWAY” SUBDIVISION, A COMMERCIAL THREE (3) LOT SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on March 1, 2021, the Site Plan Review Committee approved a three (3) lot commercial subdivision to be known as “Ormond Gateway” on approximately 18.17 acres located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070); authorizing the issuance and execution of a development order for clearing/tree removal, protected areas, stormwater retention areas, compensating storage, lot elevations, and utilities, and

WHEREAS, the Ormond Gateway project includes an 18.17 acre land area that has a zoning of B-7 (Highway Tourist Commercial), and

WHEREAS, on February 16, 2021, the City Commission approved Resolution 2021-48 authorizing a preliminary plat for a three (3) lot commercial subdivision to be known as “Ormond Gateway”, and

WHEREAS, the applicant desires to record the “Ormond Gateway” plat and shall provide a subdivision performance guarantee acceptable to the City Attorney prior to recordation, and

WHEREAS, the final plat for the “Ormond Gateway” subdivision has been reviewed by the City staff, City Surveyor, and by the Site Plan Review Committee and recommended for approval, and

WHEREAS, the City Commission concurs with the recommendation of City staff, City Surveyor, and by the Site Plan Review Committee, now therefore,

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

SECTION ONE. The City Commission hereby approves final plat for the “Ormond Gateway” subdivision, as depicted on Exhibit “A” attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

- (a) The project improvements shall either be completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and
- (b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code*; and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following conditions are met:

- (a) The plat is not recorded within eighteen (18) months of the date of City Commission approval, said date being February 4, 2023; and

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

PASSED UPON at the first reading of the City Commission, this 20th day of July, 2021.

PASSED UPON at the second reading of the City Commission, this 4th day of August, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

BEGING A REPLAT OF LOTS 1-8 & 21-32, BLOCK 65, LOTS 7-22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF FLATLER ROAD AND A 15 FOOT ALLEY, REVSIED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250-282; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 11, PAGES 92-93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

[illegible][illegible][illegible]

ENTERPRISE PARK, NA, UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY ENTERS INTO THE HULDER OF ENTERPRISE, THE CITY OF GROUND BEACH, VOLUSIA COUNTY, FLORIDA, SUBDIVISION, LOCATED IN THE CITY OF GROUND BEACH, VOLUSIA COUNTY, FLORIDA, THE PLAT OF THE LANDS HEREIN AND RECEIVED BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE, DEED OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN VOLUSIA COUNTY, FLORIDA, SHALL BE SUBORDINATED TO SAID LIENATION.

A NATIONAL BANK, NA
ENTERPRISE BANKING ASSOCIATION

NOT TO SCALE

SECTION 25-1-31

SECTION 25-1-37

SECTION 26-1-37

SECTION 26-1-31

COUNTY

DESTINATION USA CIR

DESTINATION DAYTON LN

I-95

US HWY 1

SITE

THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS
APPROVED BY THE CITY COUNCIL OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA.

BY: _____ MAYOR BILL PARTINGTON, CITY OF ORMOND BEACH

ATTEST: _____

THIS IS TO CERTIFY THAT ON _____ THE FORECLOSURE
PLAT WAS APPROVED.

RANDALL HAYES, ATTORNEY FOR THE CITY OF ORMOND BEACH

HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EITHER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF ORLANDO BEACH, FLORIDA, AND I HAVE REVIEWED THE SURVEY AND PLAN FOR CONFORMITY TO CHAPTER 177 OF THE FLORIDA STATUTES AND I HEREBY CERTIFY THAT SAID SURVEY AND PLAN COMPLY WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES.

MICHAEL E. AWAD
PRINTED NAME
PSN #5574

CERTIFICATE OF AUTHORIZATION NO.

BUSINESS ADDRESS:

UPHAM, INC., LB 3612
285 KENILWORTH AVE
DELROND BEACH, FLORIDA 32174

Packet Pg. 784[illegible]

TRACT C IS HEREBY GRANTED TO THE ORONOND GATEWAY PROJECT, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE PURPOSE OF PRESERVING AND ENHANCING THE EXISTING TREES AND VEGETATION WITHIN THE LANDSCAPE BUFFER AREAS IN ORDER TO MEET THE CITY OF ORONOND BEACH MINIMUM PRESERVATION REQUIREMENTS.

ACCESS AND UTILITY EASEMENTS ARE HEREBY GRANTED TO THE CITY OF ORONOND BEACH FOR ACCESS AND PUBLIC UTILITIES.

DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE ORONOND GATEWAY PROJECT, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE PURPOSE OF DRAINAGE AND FLOOD CONTROL.

OWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION,

SIGNED AND SEALED IN THE PRESENCE OF		DESTINATION INTERCHANGE, LLC	
WITNESS	_____	By: _____	_____
PRINT NAME	_____	PRINT NAME	_____
WITNESS	_____	ATTEST: _____	_____

COUNTY OF VOLUNTIA
 I HEREBY CERTIFY THAT ON THE DAY BEFORE ME A NOTARY PUBLIC OF THE STATE OF
 FLORIDA STEPHEN STENSON, CLERK, HAD BEFORE ME DESTINATION UNDERWRITERS, INC.,
 A FLORIDA LIMITED LIABILITY COMPANY, KNOWN TO ALL MEN TO BE THE PERSON WHO
 EXECUTED THE FOREGOING CERTIFICATION AND DEDICATION AS OWNED.
 WITNESS MY HAND AND SEAL IN THE COUNTY AND STATE NAMED ABOVE THIS ____ DAY
 OF _____ 20____

HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SAILED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091 (3) REGARDING REMAINDER REFERENCE MONUMENTS "THAT THE LAND IS LOCATED WITHIN THE CITY OF GAITHERSBURG, MARYLAND, COUNTY OF PRINCE GEORGES, STATE OF MARYLAND." BEACH, FLORIDA, COUNTY OF PALM BEACH, STATE OF FLORIDA. SNEYDER AND WEAVER FURNISH TO SECTION 177.061 OF THE FLORIDA STATUTES.

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING
PLAT WAS APPROVED.

SHAWN FINLEY, ENGINEER FOR THE CITY OF ORLAND BEACH

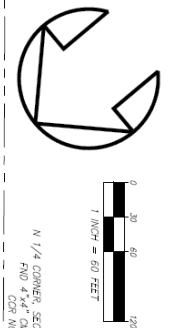
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____ FILE NUMBER _____

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS, PLANNERS, SURVEYORS, LB#4335 *
536 NORTH HALPAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-238-7999 EMAIL: MDO@MARKDOWST.COM

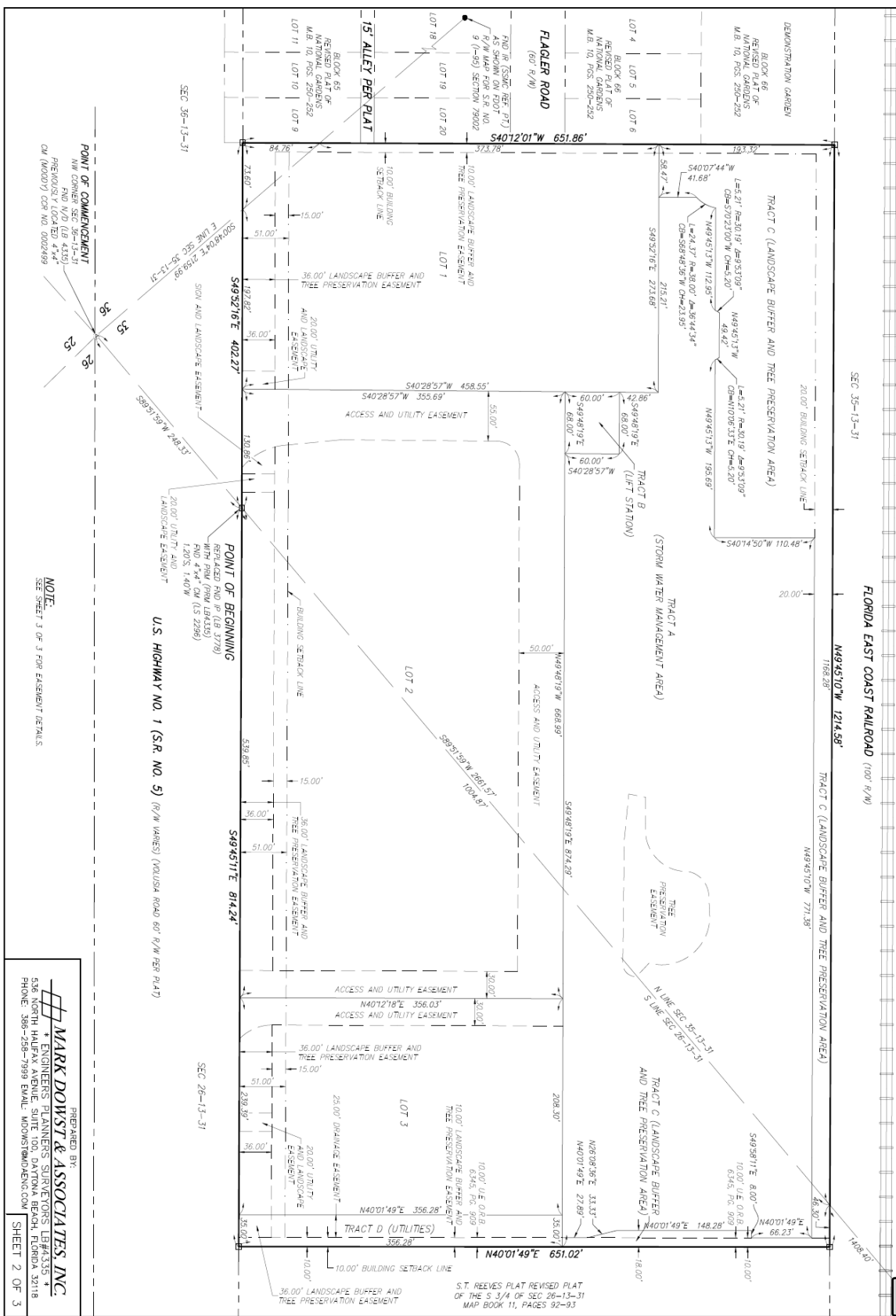
ORMOND GATEWAY SUBDIVISION

BEING A REPLAT OF LOTS 1-8 & 21-32, BLOCK 65, LOTS 7-22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF FLAGLER ROAD AND A 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250-252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 11, PAGES 92-93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



Packet Pg. 785



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
 ENGINEERS & SURVEYORS
 536 NORTH HALL STREET, SUITE 200, ORMOND BEACH, FLORIDA 32118
 PHONE: 386-258-7999 EMAIL: MDOWST@DOWST-INC.COM
 SHEET 2 OF 3

NOTE:
 SEE SHEET 3 OF 3 FOR EASEMENT DETAILS

PAGE:

N 1/4 CORNER, SEC 35-13-37
FND 4"x4" CM (BROKEN)
CCR NO. 0002505

1 INCH = 60 FEET



POINT OF COMMENCEMENT
NW CORNER SEC. 36-13-3
FND N/D (LB 4335)
PREVIOUSLY LOCATED 4"x4
CM (MOODY) COR NO. 000249

 **MARK DOWST & ASSOCIATES, INC.**
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

LEGAL DESCRIPTION:

LOTS 1-8 & 21-32, BLOCK 65, LOTS 7-22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF VACATED FLAGLER ROAD AND 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250-252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS AND VACATED PENNSYLVANIA AVENUE, MAP BOOK 11, PAGES 92-93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

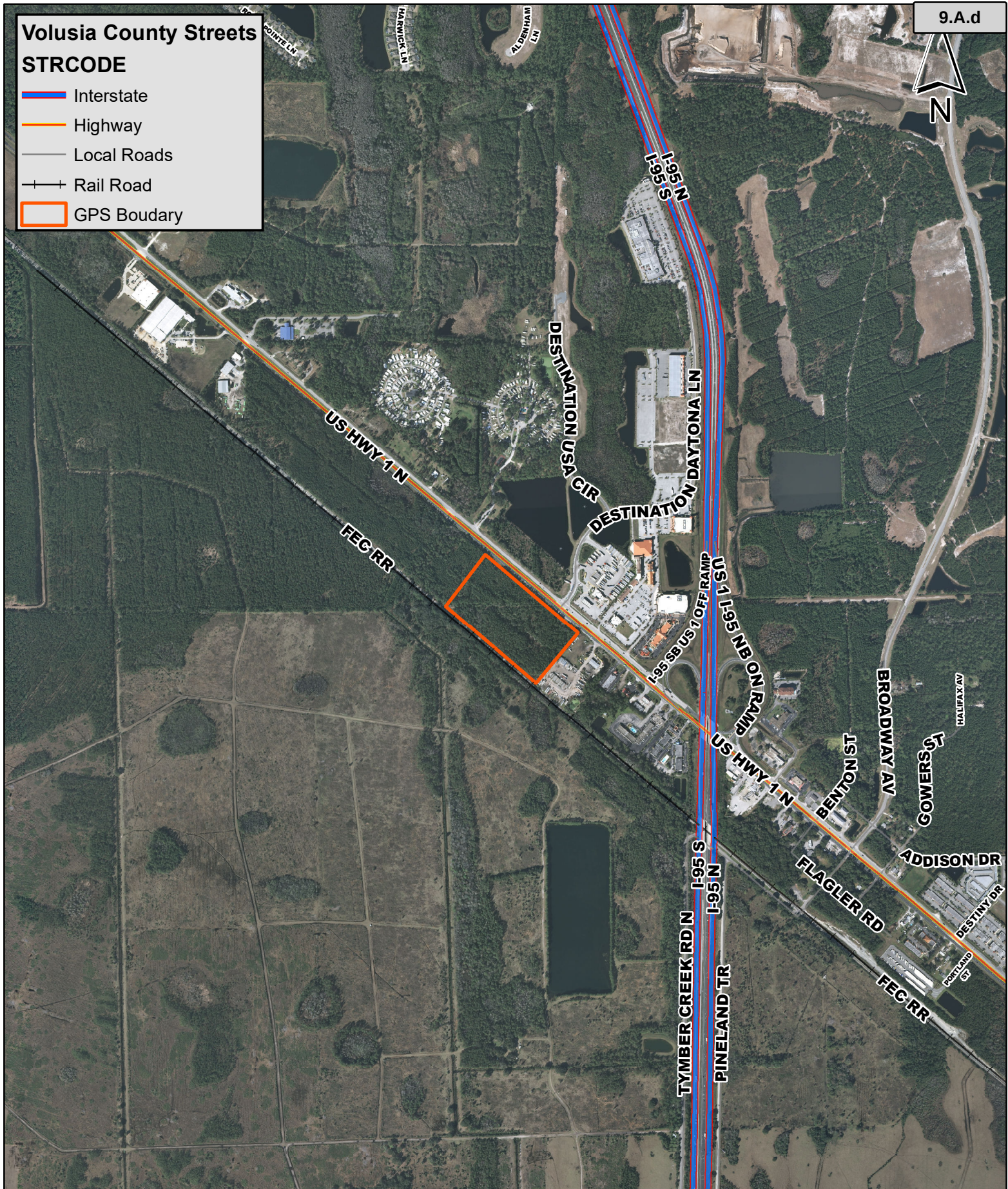
COMMENCE AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 51 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 248.33 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 160 FOOT RIGHT OF WAY) AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S49°52'16"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 402.27 FEET TO A POINT ON THE WESTERLY LINE OF LOT 9, BLOCK 65, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250-252, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S40°12'01"W, ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF LOT 20, BLOCK 65 AND LOT 6, BLOCK 66, SAID REPLAT OF NATIONAL GARDENS AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, A DISTANCE OF 651.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD, HAVING A 100.00 FOOT RIGHT-OF-WAY; THENCE N49°45'11"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1214.58 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N40°01'49"E, A DISTANCE OF 651.02 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE S49°45'11"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 814.24 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 18.17 ACRES, MORE OR LESS.

Volusia County Streets

STRCODE

- Interstate
- Highway
- Local Roads
- + + Rail Road
- GPS Boudary



9.A.d

Info:

Date Saved: 8/15/2019 Created by: mtatum

Path: Z:\PROJECTS\2019\19006 Racetrac at Ormond Gateway\Aerial Map.mxd

1,300 650 0 1,300 Feet

Aerial Map
Ormond Gateway Subdivision
Ormond Beach, FL



300 Interchange Blvd
Ormond Beach, FL 32174

ph

Packet Pg. 788



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	11-15-20	SK	PRELIMINARY DESIGN
2	11-15-20	SK	REVISION: PER CITY OF ORLANDO REQUEST FOR COMMENTS (REVISED 11/15/20)
3	11-15-20	SK	REVISION: PER CITY OF ORLANDO REQUEST FOR COMMENTS (REVISED 11/15/20)
4	11-15-20	SK	REVISION: PER CITY OF ORLANDO REQUEST FOR COMMENTS (REVISED 11/15/20)
5	11-15-20	SK	REVISION: PER CITY OF ORLANDO REQUEST FOR COMMENTS (REVISED 11/15/20)
6	11-15-20	SK	REVISION: PER CITY OF ORLANDO REQUEST FOR COMMENTS (REVISED 11/15/20)
7	11-15-20	SK	REVISION: PER CITY OF ORLANDO REQUEST FOR COMMENTS (REVISED 11/15/20)
8	11-15-20	SK	REVISION: PER CITY OF ORLANDO REQUEST FOR COMMENTS (REVISED 11/15/20)
9	11-15-20	SK	REVISION: PER CITY OF ORLANDO REQUEST FOR COMMENTS (REVISED 11/15/20)
10	11-15-20	SK	REVISION: PER CITY OF ORLANDO REQUEST FOR COMMENTS (REVISED 11/15/20)

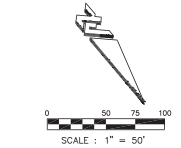
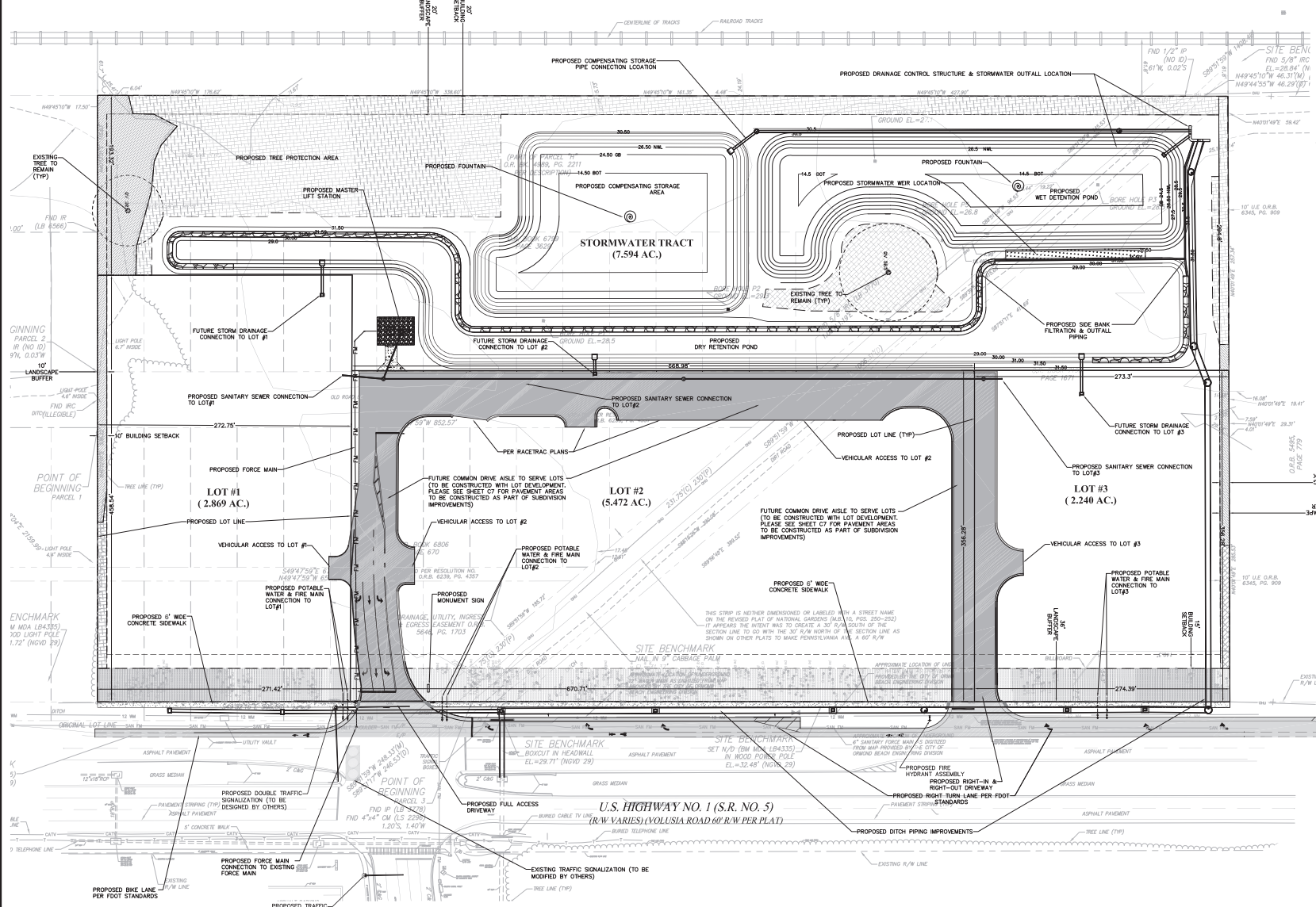
ORMOND GATEWAY
SUBDIVISION
FINAL ENGINEERING PLANS
OVERALL SUBDIVISION PLAN

PROJECT NO: ZC-19008
DESIGNED BY: HK
DRAWN BY: OMD
CHECKED BY: MDG
DRAWING FILE: H:\19008\CDP
DATE: 10/01/2020
XREF: 19008\CDP\DWG



HALUK KILIC, P.E.
REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 12454
SHEET C6 OF 21

OVERALL SUBDIVISION PLAN



- LEGEND:**
- FUTURE ASPHALT PAVEMENT
 - PROPOSED CONCRETE
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED TREE PROTECTION AREA
 - PROPOSED REPLANTED AREA
 - PROPOSED GREENBELT BUFFER AREA TO PRESERVE DESIGNATED TREES (SEE TREE PROTECTION PLAN TPI & TPI2) AND REMOVE ALL UNDER-GROWTH. BUFFER TO BE REPLANTED (SEE LANDSCAPE PLAN)
 - SPECIMEN/HISTORIC TREES TO REMAIN (SEE TREE PROTECTION PLAN TPI & TPI2 FOR THE REMAINDER OF THE TREES TO REMAIN ON-SITE)

- NOTES:**
- LOTS #1, #2, AND #3 SHALL CONNECT TO RA-1 AT THE TIME OF DEVELOPMENT FOR EACH LOT. DEVELOPMENT OF LOTS #1, #2, AND #3 SHALL BE REQUIRED TO ATTAIN PERMITS FROM THE ST. JAMES RIVER WATER MANAGEMENT DISTRICT.
 - LOCATION OF FUTURE STORMWATER DRAINAGE CONNECTIONS TO EACH LOT SHOWN ON THIS PLAN IS APPROXIMATE. FINAL LOCATIONS WILL BE INCLUDED ON ENGINEERING PLANS FOR EACH LOT DEVELOPMENT.
 - SEE TREE PROTECTION PLAN FOR ALL TREES TO REMAIN.
 - ANY SIGNAGE REQUIRES A SEPARATE BUILDING PERMIT.

1. LOTS #1, #2, AND #3 SHALL CONNECT TO RA-1 AT THE TIME OF DEVELOPMENT FOR EACH LOT. DEVELOPMENT OF LOTS #1, #2, AND #3 SHALL BE REQUIRED TO ATTAIN PERMITS FROM THE ST. JAMES RIVER WATER MANAGEMENT DISTRICT.

2. LOCATION OF FUTURE STORMWATER DRAINAGE CONNECTIONS TO EACH LOT SHOWN ON THIS PLAN IS APPROXIMATE. FINAL LOCATIONS WILL BE INCLUDED ON ENGINEERING PLANS FOR EACH LOT DEVELOPMENT.

3. SEE TREE PROTECTION PLAN FOR ALL TREES TO REMAIN.

4. ANY SIGNAGE REQUIRES A SEPARATE BUILDING PERMIT.

U.S. HIGHWAY NO. 1 (S.R. NO. 5)
(R/W VARIES) (VOLUSIA ROAD 60' R/W PER PLAT)

PROPOSED DITCH PIPING IMPROVEMENTS

PROPOSED TRAFFIC SIGNALIZATION (TO BE DESIGNED BY OTHERS)

PROPOSED TRAFFIC SIGNALIZATION (TO BE DESIGNED BY OTHERS)

PROPOSED TRAFFIC SIGNALIZATION (TO BE DESIGNED BY OTHERS)

PROPOSED TRAFFIC SIGNALIZATION (TO BE DESIGNED BY OTHERS)

PROPOSED TRAFFIC SIGNALIZATION (TO BE DESIGNED BY OTHERS)



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: Wendy Hontz, Assistant City Clerk

Date: July 20, 2021

Subject: Florida League of Cities Voting Delegate

Commission Goal: N/A

Introduction

This is a request for the City Commission to appoint a voting delegate for the Florida League of Cities' (FLOC) Annual Conference, which will be held from August 12-14, 2021, in Orlando, Florida, at the World Center Marriott.

Background

Travel to the FLOC Conference was approved by the City Commission at the December 15, 2020 Commission meeting. Conference registration materials were sent to each municipality via newsletter and are also available online.

Discussion

The Florida League of Cities requests that each municipality designate one official to be the voting delegate for the business meeting. This designation is to be made, and delegate forms are to be returned to FLOC, by July 28, 2021.

Budget Impact

There is no budget impact for this item.

Citizen Impact

Florida League of Cities represents the interests of municipal governments across the state. It is in the city's interest to have a representative vote on the city's behalf regarding the adoption of FLOC resolutions and elections of league leadership during this business session.

Recommendation

It is recommended that the City Commission designate a voting delegate to serve during the Florida League of Cities' Annual Conference.

Attachments:

- FLOC Letter and Voting Delegate Form (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 6/22/2021


Claire Whitley, Assistant City Manager 7/1/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 7/14/2021



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 11, 2021

Subject: 95th Annual Conference Voting Delegate Information

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 12-14, 2021. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via newsletter and are also available online at floridaleagueofcities.com/education-and-events/annual-conference.

If you have any questions on voting delegates, please call (850) 701-3616 or email erussell@flcities.com. Voting delegate forms must be received by the League no later than July 28, 2021.

Attachments: Form Designating Voting Delegate



95th Annual Conference
 Florida League of Cities, Inc.
 August 12-14, 2021
 Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 28, 2021.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

 Name

 Title

Return this form to:

Eryn Russell
 Florida League of Cities, Inc.
 Post Office Box 1757
 Tallahassee, FL 32302-1757
 Fax: (850) 222-3806
 Email: erussell@flcities.com