



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
March 1, 2022
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. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 5. APPROVAL OF MINUTES**

A. Minutes from City Commission meeting i February 15, 2022

6. CONSENT AGENDA

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

- A. **RESOLUTION NO. 2022-31:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF TWO 2022 FORD INTERCEPTOR VEHICLES UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20-28.0; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2022-32:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR

THE SOLE SOURCE PROCUREMENT OF DEZURIK PLUG VALVES WITH ROTORK GEAR AND ACTUATOR FOR THE CITY'S SLUDGE PUMPS AT THE WATER RECLAMATION FACILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2022-33:** A RESOLUTION ACCEPTING A BID FROM ST. JOHN'S TURF CARE, FOR THE PURCHASE OF THE INFIELD GROOMER WITH SPECIFIED ACCESSORIES, UNDER BID NO.2022-07; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT FOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2022-34:** A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE AMERICAN LEGION INC., CASSIN YOUNG MEMORIAL POST 267, FOR THE ðOLD YOUTH COUNCIL BUILDINGð LOCATED AT 156 NEW BRITAIN AVENUE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **AUTO RENEWAL CONTRACT - ORMOND BEACH HISTORICAL SOCIETY, INC.**

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

Disposition: Approve as recommended in the City Manager memorandum dated March 1, 2022.

7. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2022-04:** AN ORDINANCE AMENDING THE BOUNDARIES OF CITY COMMISSION ZONES IN ACCORDANCE WITH THE REAPPORTIONMENT PLAN ACCEPTED BY RESOLUTION 2022-07; DESCRIBING THE REAPPORTIONMENT BOUNDARIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- B. **ORDINANCE NO. 2022-05:** AN ORDINANCE ANNEXING CERTAIN REAL PROPERTIES INTO THE CITY OF ORMOND BEACH, SAID PROPERTIES BEING GENERALLY LOCATED ALONG THE EAST SIDE OF PLANTATION OAKS BOULEVARD, NORTH OF ADDISON DRIVE, AND WEST OF THE VILLAGE OF PINE RUN, CONSISTING OF APPROXIMATELY 103.45 ACRES; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE

PROPERTIES; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTIES; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTIES; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

8. REPORTS, SUGGESTIONS, REQUESTS

9. ADJOURNMENT

Website Address: www.ormondbeach.org

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



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



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

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

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

February 15, 2022	7:00 p.m.	Commission Chambers
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Present were: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis, and Rob Littleton, City Manager Joyce Shanahan, Assistant City Manager Claire Whitley, City Attorney Randy Hayes, and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. PRESENTATIONS AND PROCLAMATIONS
 - A. Caroline Chanfrau
 - B. ANNUAL COMPREHENSIVE FINANCIAL REPORT
PRESENTATION FISCAL YEAR 2020-2021
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 i February 1, 2022
- 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. 2022-23: A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM P & S PAVING, INC. FOR REPAIRS TO NOVA ROAD; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Alex Schumann, City Engineer (386-676-3302)
 - B. RESOLUTION NO. 2022-24: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT SANCHEZ PARK UNDER ST. JOHNS COUNTY BID NUMBER 20-46; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Alex Schumann, City Engineer (386-676-3302)
 - C. RESOLUTION NO. 2022-25: A RESOLUTION ACCEPTING THE PROPOSAL OF G & S GOOD ENVIRONMENTAL, INC. FOR CONSTRUCTION SERVICES REGARDING SITE REMEDIATION, BUILDING DEMOLITION AND DEBRIS REMOVAL AT 385 S. OLD KINGS ROAD; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL

OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Alex Schumann, City Engineer (386-676-3302)

- D. **RESOLUTION NO. 2022-26:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A BICYCLE/PEDESTRIAN AND B/P LOCAL INITIATIVES PROJECT GRANT APPLICATION TO THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION FOR FUNDING ASSISTANCE REGARDING CONSTRUCTION OF THE THOMPSON'S CREEK TRAIL; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2022-28:** A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND ISAAC R. LEARY FOR THE OPERATION OF THE CASSEN PARK BAIT SHOP; SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2022-29:** A RESOLUTION ACCEPTING A PROPOSAL FROM HOYLE, TANNER & ASSOCIATES, INC. FOR DESIGN SERVICES REGARDING THE AUTOMATED WEATHER OBSERVATION SYSTEM REPLACEMENT PROJECT AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RFP No. 2022-11 Miscellaneous Craft Trades (As Needed) - Intent to Advertise**

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

Disposition: Approve as recommended in the City Manager memorandum dated February 15, 2022.

- H. **City Manager Status Report, February 2022**

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

Disposition: Approve as recommended in the City Manager memorandum dated February 15, 2022.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2022-04:** AN ORDINANCE AMENDING THE BOUNDARIES OF CITY COMMISSION ZONES IN ACCORDANCE WITH THE REAPPORTIONMENT PLAN ACCEPTED BY RESOLUTION 2022-07; DESCRIBING THE REAPPORTIONMENT BOUNDARIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. DISCUSSION AND DIRECTION ITEMS

A. Volusia Growth Management Commission (VGMC) Vacancy

Staff Contact: Susan Dauderis, City Clerk (386-676-3340)

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

MINUTES

Item #1 i Meeting Call to Order

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

Item #2 i Invocation

Pastor George Ward, Emmanuel Church of the Living God, provided the invocation.

Item #3 i Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 Presentations and Proclamations

Item #4A i Caroline Chanfrau

Mayor Partington presented a proclamation to Ms. Caroline Chanfrau, congratulating her on her role as the Sugar Plum Fairy in the Nutcracker at the Peabody Auditorium. He discussed her history with dance, her volunteerism within the community, and her educational goals. He encouraged all residents to thank Ms. Chanfrau for her generosity of spirit.

Item #4A i Annual Comprehensive Financial Report Presentation Fiscal Year 2020-2021

Mr. Mike Sibley, James Moore & Co., presented a PowerPoint presentation detailing the city's annual audit for the fiscal year ending on September 30, 2021. He highlighted details of the auditors' reports, the General Fund, and Pension Funds. He noted the city continued to remain in a strong financial position.

Commissioner Kent thanked Mr. Sibley, Finance Director Kelly McGuire, City Manager Joyce Shanahan, city staff, and the Commission for all their hard work with the budget. He expressed his enthusiasm for the General Reserves.

Commissioner Persis thanked Ms. McGuire and Ms. Shanahan for their work on the audit and budget.

Mayor Partington thanked Mr. Sibley for the work put in on the audit.

Item #5 i Audience Remarks

Mr. Josh Pringle, 1500 Crowne Ormond Lane, spoke as Chairman of the Neighborhood Improvement Advisory Board and informed the Commission the required public meeting was happening on February 17, 2022. He discussed the possible grants the city could receive and noted the hard work the other board members put in.

Mr. Dick Hildebrand, 14 Sherrington Drive, discussed the 1906 Stanley Steamer Rocket car on display at Ormond Garage and requested the Commission look into a more public use where the engine could be displayed.

Mr. Jim Schultz, 117 Harvard Drive, explained there was a round table event that discussed COVID-19 and he reviewed what was deliberated. He discussed a recent study on ivermectin.

Item #5i Approval of Minutes

Mayor Partington advised the minutes of the February 1, 2022, meeting had been sent to the Commission for review and were posted on the city’s website for public viewing. He asked for any corrections, additions, or omissions. He stated that hearing no corrections, the minutes would stand approved as presented.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of the February 1, 2022, City Commission meeting minutes.

The motion passed by voice vote.

Item #7 i 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 Selby requested to pull Item C.

Commissioner Kent moved, seconded by Commissioner Littleton, for approval of the consent agenda, absent Item 7C.

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

Item #7C i Award of Contract for Phase 2 Environmental Site Assessment & Debris Removal

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2022-25
A RESOLUTION ACCEPTING THE PROPOSAL OF G & S GOOD ENVIRONMENTAL, INC. FOR CONSTRUCTION SERVICES REGARDING SITE REMEDIATION, BUILDING DEMOLITION AND DEBRIS REMOVAL AT 385 S. OLD KINGS ROAD; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. James Duncan, 376 Joy Road, South Daytona, discussed his family’s history with the property. He stated he spoke at the February 1, 2022, City Commission meeting and requested the Commission address his concerns.

Commissioner Selby stated he objected to the structure of the contract for the purchase of the property due to the cost of the environmental remediation and debris removal. He explained he was not in favor of the item and would vote no.

Mayor Partington explained City Attorney Randy Hayes responded to Mr. Duncan at the February 1, 2022, City Commission meeting and those remarks were relevant to Mr. Duncan’s comments.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Resolution No. 2022-25.

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

Comments on the Consent Agenda

Commissioner Littleton stated he was supportive of Items 7A and 7B. He thanked staff for their quick work regarding Sanchez Park.

Mayor Partington explained he was supportive of Item 7B as well and thanked the Ormond Beach Police and Fire Department and city staff for their work with the incident and taking corrective action. He discussed his support of Item 7E and 7F.

Item #8 i Public Hearings

Item #8A i Reapportionment (Redistricting) of City Commission Zones

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-04
AN ORDINANCE AMENDING THE BOUNDARIES OF CITY COMMISSION ZONES IN ACCORDANCE WITH THE REAPPORTIONMENT PLAN ACCEPTED BY RESOLUTION 2022-07; DESCRIBING THE REAPPORTIONMENT BOUNDARIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, reviewed a PowerPoint presentation that explained the item was based on the December 7, 2021, workshop and the resolution of intent was approved at the January 4, 2022, City Commission meeting. He noted the next reading of the ordinance would be on March 1, 2022.

Commissioner Selby moved, seconded by Commissioner Persis, for approval of Ordinance No. 2022-04, on first reading, as read by title only.

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

Item #9 i Discussion and Direction Items

Item #9A i Volusia Growth Management Commission (VGMC) Vacancy

Ms. Susan C. Dauderis, City Clerk, stated there was a vacancy on the Volusia Growth Management Commission due to the resignation of Mr. Harold Briley. She explained the Commission appointed Mr. Briley in July of 2017 and reappointed in July of 2021. She stated the new appointee would fill the remainder of Mr. Briley's term which went until June 2025.

Mayor Partington requested staff provide a list of current applicants from the city's advisory board applications. He asked the Commission to identify and provide staff with possible nominations by the March 1, 2022 City Commission meeting.

Item #9 i Reports, Suggestions, Requests

Volusia Growth Management Commission

Ms. Joyce Shanahan, City Manager, read a letter from the Volusia Growth Management Commission (VGMC).

Commissioner Selby thanked Mr. Briley for his service with the VGMC and discussed his history with the city.

Commissioner Kent thanked Mr. Briley for his time with the VGMC.

Annual Audit

Ms. Shanahan congratulated Finance Director Kelly McGuire on 28 years of Fiscal Responsibility and Excellence in Financial Reporting. She explained the Government Finance Officers Association reviewed the audit for the 2019-2020 Fiscal Year and awarded a Certificate of Achievement to the City of Ormond Beach.

Commissioner Selby and Commissioner Littleton thanked Ms. McGuire and the finance staff for their work on the budget and audit.

Ormond Beach Fire Department

Ms. Shanahan invited the Commission to an achievement ceremony at the Fire Department on February 21, 2022. She stated the ceremony would honor promotions and retirements and food was being provided by a member of the community.

Interlocal Service Boundary Agreement

Commissioner Littleton inquired why Volusia County Council discussed the Interlocal Service Boundary Agreement (ISBA); whereby, Mr. Spraker stated the Commission approved the ISBA and the next step was for the Volusia County Council to approve the agreement. Mr. Spraker explained the County Council spoke about introducing low impact developments and after discussion the Council decided more information was needed and there would be a Volusia County Council workshop to further discuss. He explained the ISBA was approved at the Council meeting on February 15, 2022.

Airport Expansion

Ms. Shanahan stated the airport had no plans to expand the airport. She explained the city was looking to extend a portion of one runway, and noted there was no expansion in the five-year plan for the airport.

Avalon Park Daytona Beach

Commissioner Selby inquired about a workshop regarding Avalon Park Daytona Beach (Avalon Park); whereby, Ms. Shanahan explained the first step was the public workshop on October 10, 2021. She noted staff was working on refining the finer points and was not ready for a public meeting but could meet with the Commissioners individually.

Commissioner Selby stated he felt there were policy decisions that needed to be made by the Commission relative to Avalon Park.

Cassen Park Workshop

Commissioner Selby thanked Public Works Director Shawn Finley and City Engineer Alex Schumann for their work on the Cassen Park workshop, advisory board meetings, and public meeting. He stated he was pleased with the outcome of the workshop.

Commissioner Littleton thanked staff for their work on the workshop.

Rick Ferrito

Commissioner Selby and Commissioner Persis were pleased the city could recognize Mr. Rick Ferrito before his passing.

Stanley Steamer Rocket

Commissioner Selby inquired if a video could be made to show the engine of the Stanley Steamer Rocket that was on display at the Ormond Garage.

Sports Complex

Commissioner Selby inquired if there was desire from the Commission to look into the Sports Complex lease and see if the city could purchase from the airport.

Mayor Partington expressed his concerns on the possible purchase.

Ms. Shanahan stated staff could research what would be needed and what restrictions there would be if a purchase happened and provide the information to the Commission.

Coffee with Commissioner Kent

Commissioner Kent stated Coffee with Commissioner Kent and would start March 7, 2022, at 4:30 p.m.

Legislative Action Days

Commissioner Persis stated she attended Legislative Action Days in Tallahassee, noting she discussed support of local authorities for regulation of short-term rental properties, increased tree protection, and dedicated state resources for development and enhancement of municipal cyber security with the senators and representatives.

Ormond Memorial Art Museum and Gardens

Commissioner Littleton expressed his excitement for the renovations at the Ormond Memorial Art Museum and Gardens.

State of the County

Commissioner Littleton complimented Volusia County on their State of the County.

Item #10 i Adjournment

The meeting was adjourned at 7:54 p.m.

APPROVED: March 1, 2022

BY: _____
Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



CITY OF ORMOND BEACH

City Manager Å22 S. Beach Street ÅOrmond Beach ÅFlorida Å32174 Å(386) 676-3200 ÅFax (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: March 1, 2022

Subject: Request to Purchase 2 Ford Interceptor Utility for Fire Administration

Commission Goal: Public Safety - Provide up-to-date equipment for first responders

Introduction

This is a request to purchase two (2) 2022 Ford Police Interceptor AWD-K8A (SUV type) vehicles for Fire Department Administration. Vehicles are to be purchased under the Florida Sheriffs Contract FSA20-VEL28.0, Specification #255.

Background

The vehicles identified for purchase will be assigned to Fire Department Administration, Fire Chief and Deputy Fire Chief, for safe and efficient response capability during critical incidents and emergency operations. The vehicles will be visibly marked as public safety vehicles and equipped with emergency lighting and warning systems (sirens) (to ensure safe use while traveling to and operating at fire and other emergency incidents). The vehicles will also serve as primary transportation vehicles during Emergency Operation Center (EOC) activation at Fire Station 92. Previously, the Fire Chief was assigned a 2015 Ford Fusion, that due to condition and mileage, has been repurposed to another department. The Deputy Fire Chief, a newly filled position in 2019, was not assigned an emergency vehicle previously. Without city-issued vehicles, Fire Administration relies on personal vehicles without emergency lighting and warning systems for transport to critical incidents and during emergency operations. Although the City reimburses staff for personal vehicle use, utilizing public safety vehicles is not only safer, but provides additional benefits such as storage and transportation of public safety equipment and vehicle mounted radio systems, which improve communication and coordination among staff and other county agencies.

Public Works Fleet Operations continues to use a cost-efficient approach to purchasing vehicles by utilizing the Florida Sheriffs Contract. The vehicles will be ordered with the majority of the options installed at the dealer and then will be sent to an authorized vendor to complete the installation of additional options including emergency lighting, partitions, radio equipment and full decals. Fleet Operations will be responsible for

supplying tag and title.

Discussion

The purchase of the Fire Administration vehicles will be in accordance with the Florida Sheriffs Association contract (Contract FSA20-VEL28.0, Specification #255). The price for these vehicles is as follows:

2022 Ford Police Interceptor AWD-K8A (SUV Type) Vehicles	
Base Price	\$32,838
Dealer Installed Options	<u>\$ 4,277</u>
Per Vehicle Total	\$37,115
	<u> x2</u>
	\$74,230 vehicles only

Additional costs for vehicle lighting packages and other specialized accessories are not included in this purchase and will be obtained through a separate vendor. The total fully outfitted price of each Fire Administrative vehicle is estimated to be \$44,912.22.

Budget Impact

Funding would be provided by the General Fund reserves and transferred to Fund 305 - Public Safety Vehicle and Equipment Fund.

Citizen Impact

The purchase of two (2) Fire Administrative vehicles is integral in effective Fire Protection and emergency response for the City of Ormond Beach.

Recommendation

It is recommended that the City Commission authorize the purchase of the two (2) 2022 Ford Police Interceptor AWD-K8A vehicles from Duvall Ford, LLC, 5203 Waterside Dr. Jacksonville, Florida, 32210, in the total amount of \$74,230, under the Florida Sheriffs Association Contract FSA20-VEL28.0 Specification #255.

Attachments:

- 22-31 Purchase of two (2) Ford Interceptor Vehicles (P22-0016G) (PDF)
- Fire Admin Veh 2022 FSA Contract(PDF)
- Fire Chief Explorer graphics (PDF)
- MT 4989 Requisition for Two Ford Interceptors (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 2/16/2022
Claire Whitley, Assistant City Manager 2/18/2022**APPROVED BY:**
Joyce A. Shanahan, City Manager 2/21/2022

RESOLUTION NO. 2022-31

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF TWO 2022 FORD INTERCEPTOR VEHICLES UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20-VEL28.0; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to purchase two (2) 2022 Ford Interceptor AWD-K8A utility vehicles for the City of Ormond Beach Fire Department Administration; and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids; and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase two (2) 2022 Ford Interceptor AWD-K8A utility vehicles under Florida Sheriffs Association Bid No. FSA20-VEL28.0; and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of two (2) 2022 Ford Interceptor AWD-K8A utility vehicles from Duval Ford, LLC., in the amount of \$74,230.00 (\$37,115.00 x 2); and

WHEREAS, the City Manager has certified that funds in the amount of \$74,230.00 for the total purchase thereof will be transferred from the General Fund reserves to the Public Safety Vehicle and Equipment Fund (305) and have not been appropriated for any other purposes; now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of two (2) 2022 Ford Interceptor AWD-K8A utility vehicles from Duval Ford, LLC., in the amount of \$74,230.00 (\$37,115.00 x 2) and to pay the costs therefore from the Public Safety Vehicle and Equipment Fund (305).

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

APPROVED AND AUTHENTICATED this 1st day of March, 2022.

BILL PARTINGTON

Mayor

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk

FSA Cooperative Purchasing Program



Contract: FSA20-VEL28.0 – Pursuit,

Administrative and Other Vehicles

Contract: FSA20-VEH18.0 – Heavy Trucks

Contract: FSA20-EQU18.0 – Heavy Equipment

(Items formerly included under "VEH" contract.)

Contract Terms and Conditions

BID AWARD

CONTRACT FSA20-VEL28.0

Pursuit, Administrative, and Other Vehicles

Contract Term:

October 1, 2020– September 30, 2022

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 28th cooperative competitive bid for vehicles. This contract is in effect beginning October 1, 2020 through September 30, 2022.

This year's bid award included 339 specifications and makes and models. It offers police rated pursuit, special service, administrative, hybrid vehicles, electric vehicles, pick-up trucks, vans, mobility transport, and police motorcycles.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 158 prospective bidders to register for qualification to participate in the bid process. From this ITB, 58 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 48 submitted bids and 37 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B

FSA CONTRACT ZONE MAP



v.3/15_2015

List of Awarded Vendors in Alphabetical Order for FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles.

1. Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Enterprises of Wauchula, Inc d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula
3. Alan Jay Ford Lincoln Mercury, Inc
4. Alan Jay KIA, Inc.
5. Alan Jay Nissan, Inc.
6. Alan Jay Toyota
- 7 Alligator Alley Harley Davidson
8. Asbury Automotive Group DBA: Courtesy Chrysler, Jeep Dodge
9. Asbury Jax Ford, LLC DBA: Coggin Ford
10. Asbury Automotive Group DBA: Coggin DeLand Honda
11. Asbury Automotive Group DBA: Courtesy KIA of Brandon
12. Auto Nation Chevrolet Pembroke Pines
13. Bartow Ford Company
14. Beck Chevrolet Buick GMC LLC
15. Beck Chrysler Dodge Jeep
16. Beck Ford Lincoln
17. **Bozard Ford**
18. Coggin Buick GMC
19. Coggin Chevrolet LLC DBA: Coggin Chevrolet
20. Coggin DeLand Hyundai
21. Coggin Cars LLC DBA: Coggin Toyota
22. Duval Chevrolet
23. **Duval Ford LLC** ✓
24. FR Conversions Inc.
25. Garber Chevrolet Buick GMC Inc.
26. Garber Chrysler Dodge Jeep RAM
27. Garber Ford Inc.
28. Jeffrey-Allen Inc.
29. Palmetto Ford Truck Sales Inc.
30. Rossmeyer Daytona Motorcycles Inc
31. Seminole Toyota
32. Stingray Chevrolet
33. Tampa Truck Center
34. Terry Taylor DeLand Nissan Inc.
35. Tesla Inc
36. Vatland CDJR, LLC
37. Weston Nissan

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FSA20-VEL28.0 PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED. PLEASE REFER TO THE EMERGENCY VEHICLE LIGHTING AND SIRENS SECTION WITHIN THIS CONTRACT FOR DESCRIPTIONS, SPECIFICATIONS AND AWARDED VENDOR PRICING.

SPECIFICATION GROUP - Police Rated & Police Hybrid Vehicles

Make: Dodge Model: Charger V6 Police Rated Sedan AWD

Make: Dodge Model: Charger V8 Police Rated Sedan RWD

Make: Dodge Model: Durango Pursuit Utility - V6 – AWD

Make: Dodge Model: Durango Pursuit Utility - V8 – AWD

Make: Ford Model: Interceptor Utility AWD Hybrid 3.3L

Make: Ford Model: Interceptor Utility AWD 3.3L Gas ✓

Make: Ford Model: Interceptor Utility AWD 3.0L EcoBoost

Make: Ford Model: Police Responder F-150 Crew Cab 4x4

Make: Chevrolet Model: Tahoe 4x2 PPV 21

Make: Chevrolet Model: Tahoe 4x4 PPV 21

FSA Item Specifications Description:

1. Manufacturer standard equipment and specifications plus FSA required additional 2 remote key FOBS. Standard equipment must include a factory or dealer installed LED spotlight on the driver's side, key FOB keyless entry, vinyl black flooring front and rear, heavy duty cloth front bucket seat and vinyl rear seat.

Bid Award**Contract:** FSA20-VEL28.0, Pursuit, Administrative and Other Vehicles**Group:** Police Rated & Police Hybrid Vehicles**Item:** 255, Ford, Interceptor Utility AWD 3.3L Gas, K8A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	\$33,017.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$33,287.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$33,345.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	\$32,838.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$33,236.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$33,243.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	\$33,017.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$33,338.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$34,192.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	\$33,014.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$33,389.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$34,192.00	0.00%	Build	Options

ORMOND BEACH PUBLIC WORKS

Prepared for:		Contract Holder	DATE:
ORMOND BEACH PUBLIC WORKS KEVIN GRAY 386-676-3577 Kevin.Gray@omondbeach.org		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210	1/31/22
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
We appreciate your interest and the opportunity to quote. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor	Code	Equipment	Price
0	SPEC 255	2022 FORD INTERCEPTOR POLICE RATED UTILITY - AWD GAS (K&A)	\$ 32,838.00
0	99B.44U	3.3L V6 GAS ENGINE	NC
0	STD	POWER WINDOWS/ DOOR LOCKS	NC
0	153	Front License Bracket	NC
0	INCL	BACK UP CAMERA	NC
0	55F	REMOTE KEYLESS ENTRY (INCLUDES 4 KEY FOBs)	NC
0	INCL	PRE-DRILLED HOLE FOR SIDE MARKER POLICE USE	NC
0	INCL	SYNC	NC
0	51R	DRIVER SIDE SPOT LIGHT	NC
0	52P	HIDDEN DOOR LOCK PLUNGER W/ REAR DOOR CONTROLS INOPERABLE (LOCKS, HANDLES & WINDOW)	\$ 159.00
0	17A	REAR A/C	\$ 609.00
0	19V	REAR CAMERA ON DEMAND	\$ 229.00
0	43D	COURTESY LAMP DISABLE	\$ 24.00
0	60A	WIRING FOR GRILL/LAMP/SIREN/SPEAKERS	\$ 49.00
0	76P	PRE COLLISION ASSIST	\$ 144.00
0	76R	REVERSE SENSING SYSTEM	\$ 274.00
0	55B	BLIS (BLIND SPOT INFOR SYSTEM)	\$ 544.00
0	TINT	TINT ALL WINDOWS	\$ 385.00
0	RS	RAIN SHIELDS	\$ 165.00
0	OOS	OUT OF STOCK UNIT: NGA26843 & NGA26638	\$ 1,695.00
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	96	INTERIOR: BLACK CLOTH FRONT SEATS/ REAR VINYL	NC
0		VINYL FLOOR	NC
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 37,115.00
TOTAL QUANTITY		2	TOTAL PURCHASE \$ 74,230.00

SPEC 255

Interceptor Utility AWD 3.3L Gas [K8A]

FSA20-VEL28.0

SPEC 255	CODE	OPTION	S/O/I	PRICE	MSRP
255	K8A	WESTERN ZONE		\$ 33,017.00	2022 MY
255	K8A	NORTHERN ZONE		\$ 32,838.00	2022 MY
255	K8A	CENTRAL ZONE		\$ 33,017.00	2022 MY
255	K8A	SOUTHERN ZONE		\$ 33,014.00	2022 MY
SPEC 255	CODE	OPTION	S/O/I	PRICE	MSRP
	99B/44U	AWD 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank	S		
		SPECIAL PAINT			
1	2 Tone	White doors Painted only	O	\$ 1,395.00	NA
2	2 Tone D&R	White doors and Roof painted	O	\$ 1,695.00	NA
3	2 Tone Full	Two tone: Roof, doors and pillars painted white	O	\$ 1,895.00	NA
4		EQUIPMENT GROUP			
5	65U	Interior Upgrade Package •1st and 2nd Row Carpet Floor Covering •Cloth Seats – Rear •Center Floor Console less shifter (Maintains Column Shifter) •Includes Console and Top Plate with 2 cup holders •Floor Mats, front and rear (carpeted) •Includes SYNC 3®	O	\$ 379.00	\$ 390.00
6	66A	Front Headlamp Lighting Solution • Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	O	\$ 894.00	\$ 895.00
7	86T	Tail Lamp / Police Interceptor Housing Only • Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	O	\$ 59.00	\$ 60.00
8	66B	Tail Lamp Lighting Solution • Includes LED lights plus two (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H, 86T Note: Recommend using Ultimate Wiring Package (67U)	O	\$ 429.00	\$ 430.00

14	153	License Plate Bracket – Front	I	NC	NC
15	43D	Dark Car Feature – Courtesy lamps disabled when any door is opened	O	\$ 24.00	\$ 25.00
16	942	Daytime Running Lamps (Always on) Note: Replaces Standard Configurable Daytime Running Lamps for agencies that require Always on Daytime Running Lamps		\$ 44.00	\$ 45.00
17	17T	Switchable Red/White Lighting in Cargo Area (deletes 3 rd row overhead map light)	O	\$ 49.00	\$ 50.00
18	21L	Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	O	\$ 549.00	\$ 550.00
19	96W	Front Interior Visor Light Bar (LED) • Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programmable. (Red/Red or Blue/Blue operation. White “take down” and “scene” capabilities) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Front/Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U) Note: Not available with option 76P	O	\$ 1,144.00	\$ 1,145.00
20	60A	Pre-wiring for grille LED lights, siren and speaker	O	\$ 49.00	\$ 50.00
21	43A	Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) • LED lights only. Wiring, controller “not” included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	O	\$ 394.00	\$ 395.00
22	63L	Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue) • LED lights only. Wiring, controller “not” included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	O	\$ 574.00	\$ 575.00
23	96T	Rear Spoiler Traffic Warning Lights (LED) • Fully integrated in rear spoiler for enhanced visibility • Provides red/blue/amber directional lighting – fully programmable Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)	O	\$ 1,494.00	\$ 1,495.00
24	63B	Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) • Located on exterior mirror housing • LED lights only. Wiring, controller “not” included Note: Requires Pre-wiring for grille LED Lights, siren and speaker (60A) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	O	\$ 289.00	\$ 290.00
25	51P	Spot Lamp Prep Kit, Driver Only Note: Does not include spot lamp housing and bulb	O	\$ 139.00	\$ 140.00

26	51W	Spot Lamp Prep Kit, Dual Driver and Passenger. Note: Does not include spot lamp housing and bulb	O	\$ 279.00	\$ 280.00
27	D51R	Delete Spotlight Driver Side Only (Unity)	O	\$ (110.00)	\$ (110.00)
28	51T	Driver Only (Whelen)	O	\$ 419.00	\$ 420.00
29	51S	Dual (driver and passenger) (Unity)	O	\$ 619.00	\$ 620.00
30	51V	Dual (driver and passenger) (Whelen)	O	\$ 664.00	\$ 665.00
31	TINTA	Full Window Tinting, Lumar or 3M brand	O	\$ 385.00	\$ 385.00
32	92G	Glass – Solar Tint 2 nd Row door glass, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	O	\$ 119.00	\$ 120.00
33	92R	Glass – Solar Tint 2 nd Row Only door glass, Privacy Glass on Rear Quarter and Liftgate Window	O	\$ 84.00	\$ 85.00
34	76D	Underbody Deflector Plate (engine and transmission shield)	O	\$ 334.00	\$ 335.00
35	65L	Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E	O	\$ 59.00	\$ 60.00
36	64E	18" Painted Aluminum Wheel. Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.	O	\$ 474.00	\$ 475.00
37	Audio / Video				
38	47E	12.1" Integrated Computer Screen • Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area • Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable • Includes SYNC 3 ®	O	\$ 2,744.00	\$ 2,745.00
39	87R	Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: Not recommended with option 47E 12.1" Integrated Computer Screen Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R)	O	NC	NC
40	19V	Rear Camera On-Demand -- allows driver to enable rear camera on-demand	O	\$ 229.00	\$ 230.00
41	USB I	USB Charge wire for iphone	O	\$ 39.00	\$ 45.00
42	USB A	USB Charge wire for android devices	O	\$ 39.00	\$ 45.00
43	Doors / Locks				
44	52P	Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	O	\$ 159.00	\$ 160.00
45	68G	Rear-Door controls Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	O	\$ 74.00	\$ 75.00
46	18D	Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry)	O	NC	NC

66	90G	Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors, Tested and meets the requirements of NIJ Standard 0108.01 Level IV: • .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g) Also designed to withstand special threat rounds: • 7.62 x 54R LPS 9.65g • 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr) In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote	O	\$ 4,829.00	\$ 4,830.00
67	55B	BLIS® – Blind Spot Monitoring with Cross-traffic Alert	O	\$ 544.00	\$ 545.00
68	68B	Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking	O	\$ 674.00	\$ 675.00
69	76P	Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking) Note: Includes unique one-touch temporary disable switch for Law Enforcement use Note: Not available with option 96W	O	\$ 144.00	\$ 145.00
70	549	Mirrors – Heated Sideview Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	O	\$ 59.00	\$ 60.00
71	593	Perimeter Anti-Theft Alarm • Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn • Requires Keyless-Entry Key Fob (55F) Note: Cannot be ordered with Keyed-Alike options	O	\$ 119.00	\$ 120.00
72	47A	Police Engine Idle feature • This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling	O	\$ 259.00	\$ 260.00
73	76R	Reverse Sensing System	O	\$ 274.00	\$ 275.00
74	17A	Rear Auxiliary Air Conditioning	O	\$ 609.00	\$ 610.00
75	16D	Badge Delete • Deletes the "Police Interceptor" badging on rear liftgate • Deletes the "Interceptor" badging on front hood (EcoBoost®)	O	NC	NC
76	63V	Cargo Storage Vault (includes lockable door and compartment light)	O	\$ 24.00	\$ 245.00
77	19K	H8 AGM Battery (850 CCA/92-amp)	O	\$ 109.00	\$ 110.00
78	68E	Low-Band Frequency Noise Suppression Kit • Recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF Low Band – Channels 1-9) • Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range Noise Suppression Bonds (60R) do not provide adequate noise suppression in this frequency range	O	\$ 194.00	\$ 195.00
79	60R	Noise Suppression Bonds (Ground Straps) Note: Low-Band Frequency Noise Suppression Kit (68E) recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF Low Band – Channels 1-9)	O	\$ 99.00	\$ 100.00



GRAPHIC DESIGNS INTERNATIONAL LLC

7941 SW JACK JAMES DR.
STUART, FL 34997
772.287.0000

CUSTOMER NAME:

ORMOND BEACH FIRE-FL

VEHICLE TYPE:

2022 FORD UTILITY

SALESPERSON:

JENICE SELLERS

DATE:

02/09/22

CUSTOMER APPROVAL SIGNATURE:

** PLEASE PROOF CAREFULLY **

IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY ALL SPELLING, GRAMMAR, LAYOUT AND DESIGN OF ANY ARTWORK. YOUR EMAIL RESPONSE AND APPROVAL WILL BE REGARDED AS WRITTEN APPROVAL ON ALL JOBS.

*NOTE: IF ANY ERRORS ARE OVERLOOKED AND APPROVED, ALL ORIGINAL AND REPRINT COSTS MUST BE PAID FOR BY THE CUSTOMER.

DRAWING #1



DRAWING #2

☐

DRAWING #3

☐

DRAWING #4

☐

\$25

DRAWING #5

☐

\$25

DRAWING #6

☐

\$25



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PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2200623
Vendor: Duval Ford LLC
Resolution No. 2022-31

Requisition By: Gray
Date: 03/01/2022

Reason: Purchase of Two 2022 Ford Interceptor Utility Vehicles

Purchase of Two 2022 Ford Interceptor Utility Vehicles
Florida Sheriffs Association Contract FSA20-VEL28.0, Spec #255
Funding through General Fund reserves transferred to Fund 305-Public Safety Vehicle and
Equipment Fund

PAY ITEM NUMBER	ITEM DESCRIPTION	UNT	QNT	UNIT PRICE	AMOUNT
1	2022 Ford Police Interceptor AWD-K8A	EA	2	\$32,838.00	\$65,676.00
2	Hidden Door lock plunger	EA	2	\$159.00	\$318.00
3	Rear A/C	EA	2	\$609.00	\$1,218.00
4	Rear Camera on demand	EA	2	\$229.00	\$458.00
5	Courtesy Lamp	EA	2	\$24.00	\$48.00
6	Wiring for grill/lamp/siren/speakers	EA	2	\$49.00	\$98.00
7	Pre-collision Assist	EA	2	\$144.00	\$288.00
8	Reverse Sensing System	EA	2	\$274.00	\$548.00
9	Blind Spot info system	EA	2	\$544.00	\$1,088.00
10	Tint all windows	EA	2	\$385.00	\$770.00
11	Rain Shields	EA	2	\$165.00	\$330.00
12	Out of stock unit/material surcharge	EA	2	\$1,695.00	\$3,390.00
				Total:	\$74,230.00

TERMS AND CONDITIONS

The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

SIGNED BY (CITY):

MAYOR_____
CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY_____
WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The

delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

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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.

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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.

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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.

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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 and not limited to the following:

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

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

- (d) Excess Liability**

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

- (e) Builder's Risk**

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended

by the City in payment of premiums for such insurance shall be deducted by the City 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 carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. **The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.**



CITY OF ORMOND BEACH

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: March 1, 2022

Subject: Sole Source Procurement from Fluid Control Specialties

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request for City Commission authorization for a sole source purchase from Fluid Control Specialties, Inc., for necessary replacement of plug valves for sludge pump flow control at the City's Water Reclamation Facility (WRF).

Background

The City's Wastewater Reclamation Facilities uses sludge pumps with plug control valves and motorized actuators to send sludge to the recycle pipeline and to the waste pipeline. As with many process components within the City's Water Plant and WRF, Utilities Staff have established a standard for these valves. This specification is based upon a number of factors including past performance of the parts, ensuring that replacement parts can fit into existing processes without further modifications, availability, vendor service and cost efficiency. For these plug valves at the WRF, Dezurik is the standard brand. These valves deteriorate over time and typically require replacement after approximately five years of normal use. The pump control building currently needs three (3) of these plug valves as manufactured by Dezurik and sold by Fluid Control Specialties.

Discussion

A quote was requested and received on February 4, 2022, from Fluid Control Specialties, Inc. to purchase three Dezurik plug valves in the amount of \$38,901. Utilizing Dezurik valves maintains consistency in flow control and ensures product compatibility. Dezurik is a sole source product manufacturer distributed by Fluid Control Specialties, Inc. in this area of Florida. The plug valve sole source procurement request was placed on Demandstar for 7 days with no response.

Budget Impact

Funding for water and wastewater facility maintenance and repair activities is included in the Capital Improvement Plan, and is budgeted in Fund 409 - Water and Wastewater General Facility and System Upgrades, which has a total budget of \$980,000.

Citizen Impact

Maintenance, repair, or replacement of critical equipment at the sludge pump control building supports the safe and continuous operation of the WRF in compliance with all applicable regulatory standards.

Recommendation

Staff recommends approval for the sole source purchase of three (3) Dezurik plug valves for necessary parts replacement at the City's WRF.

Attachments:

- 22-32 Purch Valves - Fluid Control (P22-0014G) (PDF)
- Sole Source Request (PDF)
- Dezurik Sole Source Letter 2022 (PDF)
- MT 4984 Requisition for Three Duzurik plug valves (PDF)
- Fluid Control Specialties (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/18/2022


Claire Whitley, Assistant City Manager 2/18/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 2/21/2022

RESOLUTION NO. 2022-32

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE SOLE SOURCE PROCUREMENT OF DEZURIK PLUG VALVES FROM FLUID CONTROL SPECIALTIES, LLC FOR SLUDGE PUMPS AT THE CITY'S WATER RECLAMATION FACILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the sludge pumps (designed and manufactured by Dezurik) at the water reclamation facility are in need of new plug valves, and

WHEREAS, Fluid Control Specialties, LLC is the only factory authorized distributor of all Dezurik products in the state of Florida that are compatible with the City's existing sludge pumps, 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's staff is seeking approval of a Purchase Authorization for the purchase of three Dezurik plug valves from Fluid Control Specialties, LLC at a cost not to exceed \$38,901.00 (a copy of the Quotation and Purchase Authorization are attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the equipment has been appropriated to the credit of the Water and Wastewater Renewal and Replacement Fund (409) and is not appropriated for any other purpose, and

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

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Purchase Authorization for the sole source procurement of three Dezurik plug valves for sludge pumps from Fluid Control Specialties, LLC in the amount of \$38,901.00, and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 1st day of March, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____

Date: February 1, 2022

Vendor: Fluid Control Specialties, Inc.

Cost: \$38,901.00

Requested by: Ron Burk, Equipment Maintenance Supervisor

Dept/ Div: Equipment Maintenance

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:

This is for the purchase of 3 DeZurik 16" PEF Plug Valve with a Rotork gear bracket, Spacer plate and hardware. These valves are for use in the RAS/WAS pump Room at the WRF.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

Dezurik have been installed at other facilities in Ormond Beach and are requested in upcoming projects at the Water Plant and Water Reclamation Facility. We receive excellent Customer Support from Fluid Control Specialties while standardization of equipment reduces cost and additional training.

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):

Fluid Control Specialties, Inc. is the only factory authorized supplier of Dezurik Valves products in this area of Florida.

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.

Tim Heyrend, Utilities Manager

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](#).



250 Riverside Ave N 320-259-2000 p
Sartell, MN 56377 USA 320-259-2227 f

January 5, 2022

Subject: Authorized Distributor of DeZURIK/APCO products in the State of Florida

To whom it may concern,

DeZURIK/APCO/Hilton is the sole manufacturer of its products. Fluid Control Specialties, Inc., located in Sanford, Florida, is the sole or exclusive representative for the purchase of DeZURIK/APCO/Hilton valve products, OEM repair parts, and maintenance for the Water and Wastewater industries in the state of Florida, with the exception of Bay, Calhoun, Escambia, Gulf, Homes, Jackson, Okaloosa, Santa Rosa, Walton and Washington Counties.

Regards,

Ryan Barrett

Ryan Barrett
Municipal Application Engineer



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2200614
Vendor: Fluid Control Specialist LLC
Resolution No. 2022-32

Requisition By: Finley
Date: 3/1/2022

Reason: Purchase of Three Dezurik 16" PEF Plug Valves

Purchase of Three Dezurik 16" FEF Plug Valves.
Funding through Fund 409 – Water and Wastewater Fund

PAY ITEM NUMBER	ITEM DESCRIPTION	UNT	QNT	UNIT PRICE	AMOUNT
1	Dezurik 16" PEF Plug Valve	EA	3	\$12,697.00	\$38,901.00
				Total:	\$38,901.00

TERMS AND CONDITIONS

The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

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\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease

\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform

under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

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

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

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

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- 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)
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- l. Fire Damage Liability

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

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

- (d) **Excess Liability**

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

- (e) **Builder's Risk**

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City 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 carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. **The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.**



Quote

111 Maritime Drive
Sanford, FL
UNITED STATES
32771
P:407-302-5611 F:407-302-5612
www.fluidcontrolspect.com

Andrew Whritenour
andrew.whritenour@fc-spec.com
Date: Feb 4, 2022
Valid Till: Mar 31, 2022
Quote Number: AW1017533
FCS Project Number:

Account Name:	City of Ormond Beach	Contact Name: Ron Burk - 386-527-4088
---------------	----------------------	---------------------------------------

BILL TO:**City of Ormond Beach**

298 Tomoka Avenue
Ormond Beach
FL 32174
ATTN: Ron Burk
USA

SHIP TO:**City of Ormond Beach**

Ormond Beach
FL 32174
ATTN: Ron Burk
USA

Please make PO out to Fluid Control Specialists
111 Maritime Dr. Sanford, FL 32771

***ALL LEAD TIMES ARE ARO/STPS & Availability (Estimated to ship from factory once Order has been processed / Subject to Prior Sales and Availability)

***There is a \$100 minimum for Orders

***Shipping costs Do Not count towards minimum

***First time orders for customers not on open account with Fluid Control Specialists may only be placed via Visa, MasterCard, or Discover or check in advance of shipment.

***To avoid 6% state and any applicable county surtax a sales tax exemption or resale certificates must be provided at time of purchase.

FCS Project:

S.No. Product Details	Qty	Price	Total
1. Dezurik 16" PEF Plug Valve FUW Rotork Gear & Actuator	3	\$ 12,967.00	\$ 38,901.00

Includes:

Adaption kit FUW Rotork gear - Bracket, Coupler, & hardware

Spacer Plate

Freight included in price

Product only

Sub Total **\$ 38,901.00**
Tax \$ 0.00

Grand Total \$ 38,901.00

Please see T&C @ <http://www.fluidcontrolspect.com/>

Terms and Conditions - Please Reference FCS Project Number and Quote Number on all paper work.

Quotation validity - 30 days from date shown. **Prices quoted are net each. Quotation reflects our policy of sourcing raw materials in the most cost effective manner. Any requirements for specific US content shall require a revised quotation. This proposal is based on the quantities and sizes listed. All pricing is formulated to include all items contained within the proposal. Any deviation from or manipulation of the scope proposed, will require a revised proposal. Standard manufacturer's warranty applies. Ask representative for details specific to products quoted.**



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: March 1, 2022

Subject: Award of Bid No.2022-07 for Infield Groomer with Specified Accessories

Commission Goal: Quality of Life - Other

Introduction

This is a request to award the contract for the Infield Groomer with Specified Accessories to St. John's Turf Care.

Background

The purchase of the new Infield Groomer will replace the old Toro Sand Pro equipment, which will be surplus and sold at auction. The Infield Groomer is a specialized piece of equipment that is used to maintain the clay on athletic fields to insure a safe and playable surface.

The new Infield Groomer has the ability of laser grading as an added feature. Staff will have the opportunity to laser grade the City's fields as needed without having to contract this service out as the City has done in the past. Having the option to laser grade fields, as needed, will create surface drainage, minimizing standing water, and allow the fields to dry more quickly. This will result in a more uniform playing surface, reducing injuries from holes in the fields or heavy play areas, and require fewer cancellations of games and tournaments due to field conditions.

Discussion

On December 7, 2021, the City Commission authorized staff to solicit bids for the purchase of an Infield Groomer with Specified Accessories, Bid No. 2022-07. The City advertised the Infield Groomer bid, including ten components in the bid specification, through the News Journal, distribution to 445 email addresses, and posting on DemandStar for 24 days. The City received one responsive bid, meeting all specification standards, from St. John's Turf Care in the amount of \$35,640.

Budget Impact

Funding for the purchase of the Infield Groomer with Specified Accessories is available in Fund 302 - General Vehicle & Equipment Replacement included. The bid amount is slightly higher than the budget of \$33,000. Sufficient funding is available to award the bid.

Citizen Impact

Well maintained athletic fields provide a safe and playable area for residents and visitors to enjoy.

Recommendation

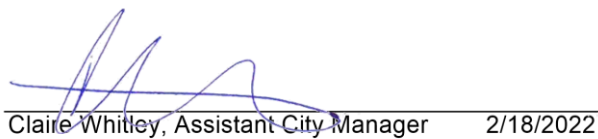
It is recommended that the City Commission authorize and award Bid No. 2022-07 to St. John's Turf Care in the amount of \$35,640 for the purchase of one (1) Infield Groomer with Specified Accessories.

Attachments:

- 22-33 Infield Groomer-St Johns Turf Care (P22-) (PDF)
- MT 4980 Requisition for Infield Groomer (PDF)
- BID 2022-07 Signed Notice of Intent to Award (PDF)
- Bid Tabulation (PDF)
- St Johns Turf Care (PDF)
- City of OrmondNew Vendor Packet (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/18/2022


Claire Whitley, Assistant City Manager 2/18/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 2/21/2022

RESOLUTION NO. 2022-33

A RESOLUTION ACCEPTING A BID FROM ST. JOHNS TURF CARE FOR PROVISION OF AN ABI FORCE 23slt INFIELD GROOMER, UNDER BID NO. 2022-07; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION AND PAYMENT THEREFOR; DECLARING CERTAIN EQUIPMENT TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace an existing Toro Sand Pro and advertised for bids (Bid No. 2022-07) for the provision of an infield groomer with specified accessories (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the only bid received and have determined that the bid submitted by St. Johns Turf Care in the amount of \$35,640.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds for the purchase have been appropriated to the credit of the FY2021-22 budget and have 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 bid submitted by St. Johns Turf Care to provide the equipment at a total cost not to exceed \$35,640.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Purchase Authorization with St. Johns Turf Care for the purchase of an ABI

Force 23slt infield groomer in the amount of \$35,640.00 and to pay the cost thereof from the FY2021-22 budget.

SECTION THREE. The City Commission hereby declares the existing Toro Sand Pro to be surplus property, and the appropriate City staff members are hereby further authorized and directed to dispose of said equipment through competitive sealed process or public auction to be held in accordance with applicable law.

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

APPROVED AND AUTHENTICATED this 1st day of March, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2200607
Vendor: St Johns Turf Care
Resolution No. 2022-33

Requisition By: Carolin
Date: 3/1/2022

Reason: Purchase of Infield Groomer with Specified Accessories

Purchase of Infield Groomer with Specified Accessories
Funding through Fund 302 – Equipment/Vehicle Fund

PAY ITEM NUMBER	ITEM DESCRIPTION	UNT	QNT	UNIT PRICE	AMOUNT
1	ABI Force 23slt (Laser Ready) #10-99144	EA	1	\$26,499.00	\$26,499.00
2	Laser Electronics & Pole #10-90403	EA	1	\$3,199.00	\$3,199.00
3	ABI Profile Blade #10-90353	EA	1	\$399.00	\$399.00
4	ABI Mini Scarifier Tooth Bar #10-90232	EA	1	\$449.00	\$449.00
5	ABI Force Mini Box Blade #10-99029	EA	1	\$499.00	\$499.00
6	ABI Vibraflex 5800 #10-90166	EA	1	\$749.00	\$749.00
7	Vibraflex 3500R #10-99142	EA	1	\$499.00	\$499.00
8	6'x3' XD Flexible Drag Mat #10-90259	EA	1	\$599.00	\$599.00
9	6' Rigid Drag w/ Leveling Bar #10-99137	EA	1	\$499.00	\$499.00
10	7' Pro Finisher Drag #10-99140	EA	1	\$999.00	\$999.00
11	Shipping	EA	1	\$1,250.00	\$1,250.00
				Total:	\$35,640.00

TERMS AND CONDITIONS

The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

INSURANCE AND REGISTRATION REQUIREMENTS

The City of Ormond Beach requires anyone who is performing work "on City owned property" to provide the City with proof of insurance for **General Commercial Liability, Automobile Liability, and Workers Compensation** insurance, in which the City is listed as a certificate holder and is listed as "additionally insured". The amount of coverage for each of these types of insurance depends on the dollar value of the contract. It is up to the user department to ensure that the proof of insurance complies with all of the City's requirements, as established by **ordinance**, before giving the contractor a notice to proceed. Such proof of insurance, marked to show compliance with the ordinance, shall be submitted with the requisition, and filed with the purchase order.

Contractors doing business within the city limits of Ormond Beach must be **registered** with the City's office of Building Inspections and Permitting. The user department is responsible for making sure that the contractor is registered to do business in the City.

Types of Insurance and Limits of Liability

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

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

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

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform

under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) **Excess Liability**

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

- (e) **Builder's Risk**

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City 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 carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. **The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.**



CITY OF ORMOND BEACH

Finance Department • 22 South Beach Street • Ormond Beach, FL 32174 • (386) 676-3209 • Fax (386) 676-3374

January 6, 2022

**NOTICE OF INTENT TO AWARD
BID # 2022-07
Infield Groomer with Specified Accessories**

Thank you for your response to our BID # 2022-07. The City staff has completed its ranking of the proposals received. Staff will recommend to the City Commission that the firm of **St Johns Turf Care** be selected for the award of **Infield Groomer with Specified Accessories**. This notice is NOT an acceptance of any offer, and the City retains the right to reject any proposal. This notice shall not create rights, interests, or claims of entitlement for the apparent lowest responsible and responsive proposer or any vendor. No vendor shall acquire any such right unless and until a contract is fully executed. The city's procurement regulations are located at Article IX, Division 3 (sections 2-300 through 2-309), of the Code of Ordinances.

Thank you for your interest in providing services to the City of Ormond Beach. We hope that you will respond to future request for qualifications.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob Hart", is written over a light blue circular background.

Rob Hart
Purchasing Coordinator
City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174
386-676-3223



BID OPENING TABULATION

Project: Infield Groomer

Bid Number: 2022-07

Date & Time: January 5, 2022 at 2:00 PM

Contractor	Total Bid
St Johns Turf Care	\$35,640.00

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

Tabulated by: Robert Hart
Title: Purchasing Coordinator

Opened by: Stefan Sibley
Title: Assistant Leisure Services Director



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Infield Groomer with Specified Accessories

BID NUMBER: 2022-07

BID OPENING DATE & TIME: January 5, 2022 at 2:00 PM

BID OPENING LOCATION: City Hall Training 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: St Johns Turf Care

BIDDER'S MAILING ADDRESS: 1040 Hastings Federal Pt Rd

CITY-STATE-ZIP: East Palatka, FL 32131

F.E.I.N. or S.S. NUMBER: 47-4209104

PHONE NUMBER: 352-258-3314

EMAIL: SJTCServices@gmail.com

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

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

X Shannon W Myers

AUTHORIZED SIGNATURE (MANUAL)

Shannon W Myers

NAME (TYPED)

Sales and Office Management

TITLE

12-17-21

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

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

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

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

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

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

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

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

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

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

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and

effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

City of Ormond Beach
Infield Groomer with Specified Accessories
Bid No. 2022-07

GENERAL INSTRUCTIONS:

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

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

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

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

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

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

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

SCOPE OF WORK:**GENERAL**

The City of Ormond Beach invites qualified companies to submit Bid for an Infield Groomer with Specified Accessories. The successful contractor will be required to provide not less than 90% of the analyses noted in the Bid.

AWARD:

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

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

TAXES:

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

OTHER AGENCIES:

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

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

City of Ormond Beach
Infield Groomer with Specified Accessories
Bid No. 2022-07

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.

St Johns Turf Care

 COMPANY NAME


 AUTHORIZED SIGNATURE

Shannon W Myers

 NAME

Sales and Office Management

 TITLE

12-17-21

 DATE

City of Ormond Beach
Infield Groomer with Specified Accessories
Bid No. 2022-07

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

BID RESPONSE FORM
(continued)

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: St Johns Turf Care

VENDOR/CONTRACTOR LICENSE NUMBER: 47-4209104

ADDRESS: 1040 Hastings Federal Pt Rd

East Palatka, FL 32131

PHONE NO.: 352-258-3314

EMAIL: SJTCServices@gmail.com

SUBMITTER'S NAME: Shannon W Myers

(Typed or Printed in Ink)

TITLE: Sales and Office Management

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
Infield Groomer with Specified Accessories
Bid No. 2022-07
BIDDING SPECIFICATIONS

The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality and interoperability. The City's Leisure Services Director or his designee shall be the sole judge of the quality and interoperability of alternate products proposed and his decision will be final.

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

Item No:	<u>Description:</u>	<u>BID SCHEDULE</u>			
		<u>Quantity:</u>	<u>Unit:</u>	<u>Unit Price:</u>	<u>Total Price:</u>
1.	ABI Force 23slt (Laser Ready) w Tweels/ Multi-function Rake Included #10-99144	1	EA	\$ <u>26499.00</u>	\$ <u>26499.00</u>
2.	Laser Electronics & Pole- Machine Side #10-90403	1	EA	\$ <u>3199.00</u>	\$ <u>3199.00</u>
3.	ABI Profile Blade #10-90253	1	EA	\$ <u>399.00</u>	\$ <u>399.00</u>
4.	ABI Mini Scarifier Tooth Bar#10-90232	1	EA	\$ <u>449.00</u>	\$ <u>449.00</u>
5.	ABI Force Mini Box Blade (solid edge) #10-99029	1	EA	\$ <u>499.00</u>	\$ <u>499.00</u>
6.	ABI Vibraflex 5800 #10-90166	1	EA	\$ <u>749.00</u>	\$ <u>749.00</u>
7.	Vibraflex 3500R #10-99142	1	EA	\$ <u>499.00</u>	\$ <u>499.00</u>
8.	6' x 3' XD Flexible Drag Mat #10-90259	1	EA	\$ <u>599.00</u>	\$ <u>599.00</u>
9.	6' Rlgid Drag w/ Leveling Bar #10-99137	1	EA	\$ <u>499.00</u>	\$ <u>499.00</u>
10.	7' Pro Finisher Drag #10-99140	1	EA	\$ <u>999.00</u>	\$ <u>999.00</u>
11.	Shipping	1	EA	\$ <u>1250.00</u>	\$ <u>1250.00</u>

TOTAL BID FOR CONTRACT

\$ 35640.00

(Figures)

thirty five thousand six hundred forty dollars and zero cents

(Words)

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City of Ormond Beach

Infield Groomer with Specified Accessories Bid No. 2022-07

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT LITIGATION STATEMENT

1.

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

2.

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

St Johns Turf Care

COMPANY NAME

Shannon W Myers

AUTHORIZED SIGNATURE

Shannon W Myers

NAME (PRINT OR TYPE)

Sales and Office Management

TITLE

12-17-21

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

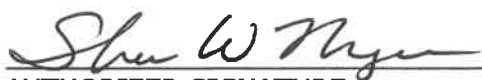
In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

St Johns Turf Care

COMPANY NAME



AUTHORIZED SIGNATURE

Shannon W Myers

NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

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

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

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



Local Vendor Affidavit of Eligibility

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

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

Company Name: N/A

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

**Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR
WORKING ON CITY PROJECTS**

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2021-144 (9/22/21)]:

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability

coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual

aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City 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 carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.



Vendor # _____
(To Be Filled In By Finance Department)

NEW VENDOR REQUEST

Please return the following completed form and W-9 form to the **user department** for which services and or products are being requested. Thank you.

VENDOR INFORMATION

ORDER NAME AND ADDRESS

Name: St Johns Turf Care
Address: 1040 Hastings Federal Pt Rd
East Palatka, FL 32131

(If Confidential per Florida Statute please check box) ☐

Email: sjtcservices@gmail.com
Phone: 352-258-3314
Fax: N/A

(Required for all "New Vendor Request" and/or changes to vendor information)

Federal Taxpayer ID Number (EIN) 47-4209104 (attach W-9)

Or Social Security Number (SSN) _____ (attach W-9)

PAYMENT ADDRESS (If different than order address)

Name: Same as Above
Address: _____

Phone: _____
Fax: _____
Terms: Due Upon Receipt Discount: N/A

Authorized Signature: 

Date: 1-05-22

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. St Johns Turf Care	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
☐ Individual/sole proprietor or single-member LLC	☐ C Corporation
☒ S Corporation	☐ Partnership
☐ Trust/estate	
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
☐ Other (see instructions) ▶	
5 Address (number, street, and apt. or suite no.) See instructions. 1040 Hastings Federal Pt Rd	Requester's name and address (optional) City of Ormond Beach
6 City, state, and ZIP code East Palatka, FL 32131	22 S. Beach St Ormond Beach, FL 32174
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-					-				
or									
Employer identification number									
4	7								
-					-				
4	2	0	9	1	0	4			

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1-05-22
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



The City of Ormond Beach offers payments to vendors via **ACH Direct Deposit**. Some of the benefits of using ACH direct deposit include; not having to wait for a check to arrive in the mail, lost mail, payment in your account on check date, immediate notification via e-mail with all the payment details and helps to prevent fraud. It is easy to sign up. Just fill-in the following form and attach a VOID check.

ACH Direct Deposit Enrollment for Vendor # _____
(To Be Filled In By Finance Department)

Company Name: St Johns Turf Care

Contact Name: Jeff Pilcher
(For any questions)

Phone Number: 352-258-3314

E-Mail Address for Payment
Notification & Details: sjtcservices@gmail.com

Authorized Signature: 

Date: 1-5-22

Please return this completed form along with a VOID check to:

User Department requesting services/products or mail to:

City of Ormond Beach
Accounts Payable-ACH
PO Box 277
Ormond Beach, FL 32175-0277

Notes: We recommend using a permanent e-mail address or distribution list (one that won't need to be changed when you have staff changes). This service can be used by any vendor doing business with the City, except those receiving one-time payments, such as utility refunds.

Under Federal Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR
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[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2021-144 (9/22/21)]:

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subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability

coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

\$100,000 Each Accident Bodily Injury by Accident
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Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

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

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

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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 carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.



CITY OF ORMOND BEACH

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: March 1, 2022

Subject: Lease of Building to The American Legion Inc.

Commission Goal: Quality of Life - Other

Introduction

This is a request to renew the lease agreement with American Legion Post 267 for the City owned property at 156 New Britain Avenue.

Background

The current lease agreement between the City and The American Legion for the use of the building located at 156 New Britain Avenue (the "Old Youth Council Building") will expire on March 31st of this year. The 2012 lease agreement was for a term of ten (10) years, from April 1, 2012, through March 31, 2022. The American Legion is in favor of a new ten (10) year lease agreement, which would begin on April 1, 2022, and terminate on March 31, 2032.

The American Legion Post 267 (Post) is an auxiliary unit of the national organization, which was federally chartered by an Act of Congress in 1919 (U.S.C.A. Title 36, Chapters 21701-21708) and provides several public purposes for which the organization was created to serve. The Post has leased the building located at 156 New Britain Avenue from the City since 1952.

City records indicate the building was previously occupied by an organization known as the "Youth Council" and the building also once served as city hall.

The original term of the lease was for ten years, and over time, the lease terms have varied.

Discussion

According to opinions of Florida courts and the Florida Attorney General, the leasing of public buildings to non-profit entities for nominal value is authorized when the non-profit

serves a public purpose and the public entity retains a level of control to avoid frustration of the public purpose (O'Neill v. Burns, 198 So. 2d 1, Fla Supreme Ct., 1967).

The Post is an auxiliary unit of the national organization federally chartered by Congress, and is found to serve a public purpose.

Under the terms of the proposed lease agreement, the Post is responsible for maintaining the building, keeping the termite bond in place, and keeping the building insured. The City retains the right to use the building for City and other elections, and the right to terminate the lease agreement upon a City Commission determination of need and thirty (30) days notice. These provisions of the lease provide the City with a level of control to avoid frustration of the public purpose which is consistent with Florida case law.

Budget Impact

The Post is responsible for maintenance; therefore, this lease has no financial impact to the City.

Citizen Impact

The Post provides guidance and assistance for veterans, military personnel, their families and the community.

Recommendation

It is recommended that the City Commission approve a resolution authorizing the execution of a new ten (10) year lease agreement.

Attachments:

- 22-34 American Legion Lease (P22-0001G) (PDF)
- American Legion Lease 2022 (P22-0001G) (PDF)
- American Legion Lease Agreement(PDF)
- American Legion Insurance Certificate (PDF)
- Termite Report(PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/7/2022



Claire Whitley, Assistant City Manager 2/18/2022**APPROVED BY:**

Joyce A. Shanahan, City Manager 2/21/2022

RESOLUTION NO. 2022-34

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE AMERICAN LEGION CASSIN YOUNG MEMORIAL POST 267, INC. FOR THE “OLD YOUTH COUNCIL BUILDING” LOCATED AT 156 NEW BRITAIN AVENUE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Post is an auxiliary unit of the national organization, which was federally chartered by an Act of Congress in 1919 (U.S.C.A. Title 36, Chapters 21701-21708) and provides several public purposes for which the organization was created to serve, and

WHEREAS, the Post has leased the building located at 156 New Britain Avenue from the City since 1952, and

WHEREAS, the City Commission recognizes the invaluable services provided by the Legion members having served in the armed forces and desires to enter into a Lease Agreement for the property located at 156 New Britain Avenue which will serve as a meeting place for the Legion members, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Lease Agreement between the City and The American Legion Cassin Young Memorial Post 267, Inc. for the “Old Youth Council Building” located at 156 New Britain Avenue. A copy of said Lease Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 1st day of March, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of March, 2022, by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation, (“the City”), and **THE AMERICAN LEGION CASSIN YOUNG MEMORIAL POST 267, INC.** (“the Post”).

WHEREAS, the Post is an auxiliary unit of the national organization, which was federally chartered by an Act of Congress in 1919 (U.S.C.A. Title 36, Chapters 21701-21708) and provides several public purposes for which the organization was created to serve, and

WHEREAS, the Post has leased the building located at 156 New Britain Avenue from the City since 1952, and

WHEREAS, the City recognizes the invaluable services provided by the Legion members having served in the armed forces and desires to enter into a Lease Agreement for the property located at 156 New Britain Avenue which will serve as a meeting place for the Legion members, and

WHEREAS, the City desires sufficient control over the public property in order to comply with the requirements of the law as articulated by the Florida Supreme Court in *O’Neill v. Burns*, 198 So.2d 1 (Fla. 1967) and by the Attorney General of Florida in *Op.Atty.Gen.* 075-221 (July 24, 1975), now therefore,

WITNESSETH:

FOR AND IN CONSIDERATION of the covenants, promises, agreements and conditions to be kept and performed by the respective parties hereto, it is hereby mutually stipulated, covenanted and agreed by and between the parties hereto as follows:

1. **TERM.** The City hereby leases unto the Post, and the Post hereby leases from the City, the real property described in Exhibit “A”, attached hereto and incorporated herein by reference and the “Old Youth Council Building” located thereon and situate at 156 New Britain Avenue, Ormond Beach, Florida (collectively “the Premises”). The term of this Lease Agreement shall be for ten (10) years, from April 1, 2022, through March 31, 2032 inclusive.

2. **RENT.** The Post shall pay to the City for its use of the Premises the sum of ten (\$10.00) dollars, plus sales tax, payable in advance.

3. **GENERAL.** The Post shall:

- a. make no unlawful, improper or offensive use of Premises;
- b. observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the City and by any other governmental authority having jurisdiction or responsibility over the conduct and operations at the Premises; including but not limited to complying with the requirements for obtaining permits and/or licenses in connection with the preparation and service of food and/or alcohol;
- c. not use or permit the use of the Premises for any purposes or purposes other than as a meeting and social hall of the Post, although the Post may, in its complete discretion and on terms acceptable to the City, independently agree and arrange to allow other organizations to utilize the Premises from time to time for meetings or social events, so long as these other organizations are similar in scope and purpose, and so long as such other use does not impair the insurance coverage provided by the Post;
- d. not assign this Lease Agreement, or sublet any part of the Premises, without the advance written consent of the City;

e. quit and deliver up the Premises and all additions, improvements and alterations made to the same at the expiration of the term of this Lease Agreement, or any earlier term thereof, in good condition; and

f. pay in full any and all real property taxes levied on the Premises, at the Post's expense.

4. MAINTENANCE AND IMPROVEMENTS. The Post covenants, promises and agrees, at its own expense, to keep and maintain the Premises, including without limitation the interior and exterior of the building situated on the Premises and all additions, improvement, and alterations made thereto, in a neat, clean, sanitary, well-painted condition, and good state of repair, throughout the term of this Lease Agreement. The Post further promises and agrees to provide the City with notice, and receive approval of the City, prior to any structural changes being made in and to the Premises. Furthermore, Post shall allow City, at City's discretion, to enter the Premises to perform routine inspections of the interior and exterior of the building.

5. TERMITE BOND. The Post covenants, promises and agrees that it will, during the term of this Lease Agreement, and any extension thereof, maintain the annual renewal of all termite bonds on the Premises at its cost, and provide a copy of such bond(s) to the City Clerk.

6. INSURANCE. The Post covenants, promises and agrees that it will, at its own expense, purchase and maintain in full force and effect at all times during the term of this Lease Agreement, and any extension thereof, the following insurance in form and companies satisfactory to the City.

a. General Liability. General liability insurance, including coverage for premises-operations and personal injury insuring the Post, with the City being named as an additional insured. The limits of liability for the general liability insurance shall be no less than:

\$1 Million	Each Occurrence
\$1 Million	General Aggregate
\$1 Million	Aggregate Products & Completed Operations
\$ 300,000	Fire Damage (any one fire)
\$ 5,000	Medical Expense

b. Fire Insurance. The Premises shall be insured against loss by fire at the highest insurable value, with a loss payable clause to the City. In case of loss by fire, the monies received in respect to such insurance shall be expended to repair and replace such loss.

c. Proof of Insurance. The Post shall furnish evidence of all required insurance in the form of Certificates of Insurance which shall clearly outline all hazards covered, as itemized above, the amounts of insurance applicable to each hazard, the expiration dates and shall contain the following language as to cancellation:

“In the event of cancellation of this policy by the insurer or any insured, the company shall give not less than thirty (30) days advance written notice to:

City Clerk
City of Ormond Beach
Post Office Box 277
Ormond Beach, FL 32175-0277”

If requested by the City, the Post shall furnish copies of the insurance contracts to support the Certificates of Insurance. In the event such required insurance shall lapse, the City expressly reserves the right to renew the insurance at the expense of the Post.

7. USE OF FACILITIES BY THE CITY. It is expressly agreed that the City retains the right to use the building situated on the Premises for the purpose of municipal

elections and may require said building to be made available for purposes of elections other than municipal elections. Furthermore, in the event that the City Commission of the City shall, in its absolute discretion by a duly-adopted resolution, find and determine that the Premises are needed by the City for any reason whatsoever, the City Manager shall promptly thereafter notify the Post of the adoption of such resolution and may direct that the Post vacate the Premises upon the expiration of thirty (30) days from the date of the receipt of such notice. The Post herein covenants and agrees that after the adoption of such resolution and the receipt of such notice, it will vacate the Premises and that thereafter this Lease Agreement shall be null and void and of no further force and effect. Notice to the Post as herein provided shall be sufficient if sent by certified mail, postage prepaid, to CASSIN YOUNG MEMORIAL POST 267, 156 New Britain Avenue, Ormond Beach, FL 32174-5626.

8. INDEMNIFICATION. To the extent allowed by law, the Post shall indemnify and hold harmless the City and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of this Lease Agreement, provided that the claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Post or its members, agents or employees or any subcontractor or anyone directly or indirectly employed by any one of them.

9. DEFAULT "FOR CAUSE" TERMINATION BY CITY. It is expressly agreed between the parties hereto that, if default should be made in the Post's performance of any of the covenants, agreements or conditions herein contained, and if such default continues after two (2) weeks' notice in writing to the Post, this Lease agreement shall thereupon immediately terminate and expire, and it shall be lawful for the City, its successors and assigns,

at any time thereafter, at its election, without notice or demand, to reenter the Premises either with or without process of law.

10. TERMINATION OF LEASE BY POST. The Post may terminate this Lease Agreement, without cause, by providing to the City prior written notice of at least sixty (60) calendar days.

IN WITNESS WHEREOF, the City has caused this Lease Agreement to be signed in its corporate name by its Mayor and its City Manger, and the Post has caused this Lease Agreement to be signed in its corporate name by its Commander and its Judge Advocate on the day and year first above written.

**Signed, Sealed and Delivered
In the Presence of:**

CITY OF ORMOND BEACH

Name: _____

By: _____
BILL PARTINGTON
Mayor

Name: _____

Attest: _____
JOYCE SHANAHAN
City Manager

**Signed, Sealed and Delivered
In the Presence of:**

**THE AMERICAN LEGION CASSIN
YOUNG MEMORIAL POST 267, INC.**

Name: _____

By: _____
Name: _____, Commander

Name: _____

Attest: _____
Name: _____, Judge Advocate

EXHIBIT "A"
TO
LEASE AGREEMENT

The Easterly 80 feet of the Northerly 107.07 feet of that real property described as follows:

LOTS 1 AND 2, ALMERIA BLOCK, GRANADA, ACCORDING TO THE PLAT OF RECORD IN MAP BOOK 1, PAGE 123, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF LOT 2, ALMERIA BLOCK, GRANADA, ACCORDING TO THE PLAT OF RECORD IN MAP BOOK 1, PAGE 123, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 3, OF SAID ALMERIA BLOCK; THENCE GO NORTHERLY ON A LINE THAT IS THE EXTENSION OF THE WEST LINE OF SAID LOT 3, A DISTANCE OF 50 FEET TO A POINT; THENCE EASTERLY AND PARALLEL TO GRANADA AVENUE, A DISTANCE OF 48 FEET MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF LOT 2, AFORESAID; THENCE SOUTHERLY AND ALONG SAID EASTERLY LINE OF LOT 2, A DISTANCE OF 37 FEET MORE OR LESS TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE LINE COMMON TO LOTS 2 AND 3, A DISTANCE OF 46 FEET MORE OR LESS TO THE POINT OF BEGINNING.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 31st day of March, 2012, by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation, ("the City"), and **THE AMERICAN LEGION INC., CASSIN YOUNG MEMORIAL POST 267** ("the Post").

WITNESSETH:

NOW THEREFORE, FOR AND IN CONSIDERATION of the covenants, promises, agreements and conditions to be kept and performed by the respective parties hereto, it is hereby mutually stipulated, covenanted and agreed by and between the parties hereto as follows:

1. **TERM.** The City hereby leases unto the Post, and the Post hereby leases from the City, the real property described in Exhibit "A", attached hereto and incorporated herein by reference and the "Old Youth Council Building" located thereon and situate at 156 New Britain Avenue, Ormond Beach, Florida (collectively "the Premises"). The term of this Lease Agreement shall be for ten (10) years, from April 1, 2012, through March 31, 2022, inclusive.

2. **RENT.** The Post shall pay to the City for its use of the Premises the sum of ten (\$10.00) dollars, plus sales tax, payable in advance.

3. **GENERAL.** The Post shall:

- a. make no unlawful, improper or offensive use of Premises;
- b. observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the City and by any other governmental authority having jurisdiction or responsibility over the conduct and operations at the Premises;
- c. not use or permit the use of the Premises for any purposes or purposes other than as a meeting and social hall of the Post, although the Post may, in its complete

discretion and on terms acceptable to the City, independently agree and arrange to allow other organizations to utilize the Premises from time to time for meetings or social events, so long as these other organizations are similar in scope and purpose, and so long as such other use does not impair the insurance coverage provided by the Post;

d. not assign this Lease Agreement, or sublet any part of the Premises, without the advance written consent of the City;

e. quit and deliver up the Premises and all additions, improvements and alterations made to the same at the expiration of the term of this Lease Agreement; or any earlier term thereof, in good condition; and

f. pay in full any and all real property taxes levied on the Premises, at the Post's expense.

4. **MAINTENANCE AND IMPROVEMENTS.** The Post covenants, promises and agrees, at its own expense, to keep and maintain the Premises, including without limitation the interior and exterior of the building situated on the Premises and all additions, improvement, and alterations made thereto, in a neat, clean, sanitary, well-painted condition, and good state of repair, throughout the term of this Lease Agreement. The Post further promises and agrees to provide the City with notice, and receive approval of the City, prior to any structural changes being made in and to the Premises.

5. **TERMITE BOND.** The Post covenants, promises and agrees that it will, during the term of this Lease Agreement, and any extension thereof, maintain the annual renewal of all termite bonds on the Premises at its cost, and provide a copy of such bond(s) to the City Clerk.

6. **INSURANCE.** The Post covenants, promises and agrees that it will, at its own expense, purchase and maintain in full force and effect at all times during the term of this Lease

Agreement, and any extension thereof, the following insurance in, form and companies satisfactory to the City.

a. **General Liability.** General liability insurance, including coverage for premises-operations and personal injury insuring the Post, with the City being named as an additional insured. The limits of liability for the general liability insurance shall be no less than:

\$1 Million	Each Occurrence
\$1 Million	General Aggregate
\$1 Million	Aggregate Products & Completed Operations
\$ 50,000.	Fire Damage (any one fire)
\$ 5,000.	Medical Expense

b. **Fire Insurance.** The Premises shall be insured against loss by fire at the highest insurable value, with a loss payable clause to the City. In case of loss by fire, the monies received in respect to such insurance shall be expended to repair and replace such loss.

c. **Proof of Insurance.** The Post shall furnish evidence of all required insurance in the form of Certificates of Insurance which shall clearly outline all hazards covered, as itemized above, the amounts of insurance applicable to each hazard, the expiration dates and shall contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, the company shall give not less than thirty (30) days advance written notice to:

City Clerk
City of Ormond Beach
Post Office Box 277
Ormond Beach, FL 32175-0277"

If requested by the City, the Post shall furnish copies of the insurance contracts to support the Certificates of Insurance. In the event such required insurance shall lapse, the City expressly reserves the right to renew the insurance at the expense of the Post.

7. **USE OF FACILITIES BY THE CITY.** It is expressly agreed that the City retains the right to use the building situated on the Premises for the purpose of municipal elections and may require said building to be made available for purposes of elections other than municipal elections. Furthermore, in the event that the City Commission of the City shall, in its absolute discretion by a duly-adopted resolution, find and determine that the Premises are needed by the City for any reason whatsoever, the City Manager shall promptly thereafter notify the Post of the adoption of such resolution and may direct that the Post vacate the Premises upon the expiration of thirty (30) days from the date of the receipt of such notice. The Post herein covenants and agrees that after the adoption of such resolution and the receipt of such notice, it will vacate the Premises and that thereafter this Lease Agreement shall be null and void and of no further force and effect. Notice to the Post as herein provided shall be sufficient if sent by certified mail, postage prepaid, to CASSIN YOUNG MEMORIAL POST 267, 156 New Britain Avenue, Ormond Beach, FL 32174-5626.

8. **INDEMNIFICATION.** To the extent allowed by law, the Post shall indemnify and hold harmless the City and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of this Lease Agreement, provided that the claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Post or its members, agents or employees or any subcontractor or anyone directly or indirectly employed by any one of them.

9. **DEFAULT "FOR CAUSE" TERMINATION BY CITY.** It is expressly agreed between the parties hereto that, if default should be made in the Post's performance of any of the covenants, agreements or conditions herein contained, and if such default continues

after two (2) weeks' notice in writing to the Post, this Lease agreement shall thereupon immediately terminate and expire, and it shall be lawful for the City, its successors and assigns, at any time thereafter, at its election, without notice or demand, to reenter the Premises either with or without process of law.

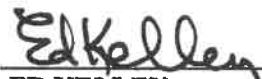
10. TERMINATION OF LEASE BY POST. The Post may terminate this Lease Agreement, without cause, by providing to the City prior written notice of at least sixty (60) calendar days.

IN WITNESS WHEREOF; the City has caused this Lease Agreement to be signed in its corporate name by its Mayor and its City Manger, and the Post has caused this Lease Agreement to be signed in its corporate name by its Commander and its Judge Advocate on the day and year first above written.

**Signed, Sealed and Delivered
In the Presence of:**

CITY OF ORMOND BEACH


Name: Shamus

By: 
ED KELLEY
Mayor


Name: Colby Cienfuegos

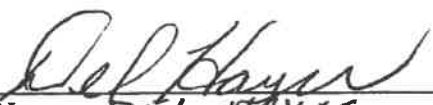
Attest: 
JOYCE SHANAHAN
City Manager

Signed, Sealed and Delivered
In the Presence of:

THE AMERICAN LEGION INC.,
CASSIN YOUNG MEMORIAL POST 267


Name: C. C. FREEMAN

By: 
MICHAEL WOLOHAN
Commander


Name: DEL HAYES

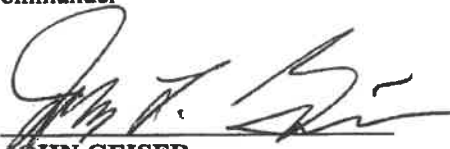
Attest: 
JOHN GEISER
Judge Advocate

EXHIBIT "A"
TO
LEASE AGREEMENT

The Easterly 80 feet of the Northerly 107.07 feet of that real property described as follows:

LOTS 1 AND 2, ALMERIA BLOCK, GRANADA, ACCORDING TO THE PLAT OF RECORD IN MAP BOOK 1, PAGE 123, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF LOT 2, ALMERIA BLOCK, GRANADA, ACCORDING TO THE PLAT OF RECORD IN MAP BOOK 1, PAGE 123, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 3, OF SAID ALMERIA BLOCK; THENCE GO NORTHERLY ON A LINE THAT IS THE EXTENSION OF THE WEST LINE OF SAID LOT 3, A DISTANCE OF 50 FEET TO A POINT; THENCE EASTERLY AND PARALLEL TO GRANADA AVENUE, A DISTANCE OF 48 FEET MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF LOT 2, AFORESAID; THENCE SOUTHERLY AND ALONG SAID EASTERLY LINE OF LOT 2, A DISTANCE OF 37 FEET MORE OR LESS TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE LINE COMMON TO LOTS 2 AND 3, A DISTANCE OF 46 FEET MORE OR LESS TO THE POINT OF BEGINNING.



CERTIFICATE OF LIABILITY INSURANCE

6.D.d

DATE (MM/DD/YYYY)

3/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Halifax Insurance 1540 Cornerstone Blvd., Suite 200 Daytona Beach FL 32117		CONTACT NAME: PHONE (A/C, No. Ext): 386-677-4761 E-MAIL: email@HIPFlorida.com ADDRESS:		FAX (A/C, No): 386-673-5370
INSURED American Legion Cassin Young Memorial, Post #267 156 New Britain Ormond Beach FL 32174		License#: L100460 AMERLEG-02		INSURER(S) AFFORDING COVERAGE INSURER A: AXIS Surplus Insurance Company INSURER B: Mount Vernon Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
				NAIC # 26620 26522

COVERAGES

CERTIFICATE NUMBER: 1911948679

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	ESC86333	3/30/2021	3/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					\$ \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		Y	LQ2003600	3/30/2021	3/30/2022	per occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is additional insured in regards to general liability and liquor liability

CERTIFICATE HOLDER

CANCELLATION

The American Legion Department of Florida
 1912A Lee Road
 Orlando FL 36206

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

AUTHORIZED REPRESENTATIVE

Charles H. Lyndell

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INSPECTION/TREATMENT REPORT

2020 2020

Please Refer to your Service Policy for Covered Pest(s)

830 Bill France Blvd #2 Daytona Beach FL 32117

(386)673-0405

Collect: Full 1/3

Paid in Full ☒AUTHORIZED A

F

ZONE

2 ☐ 2019

TT/TP/TC

F/E /BP

SERVICE L-001647

CITY OF ORMOND BEACH

156 NEW BRITAIN AVE

ORMOND BEACH

FL VOLUSIA

ORIG. TRT- 4/22/92

386-672-7678

386-676-3330 FAX

RENEWAL FEE- \$189.00

DIRECTIONS & BUILDING:

NG NL NS NSC Tx/Ex# 85801274015207

FNDTN-

STR-

CS / CG

INVOICE NO.

COMM/100% CRAWL/GLENN 8123690379 NOTES/AM. LEGION

640037 8

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION.
THIS REPORT IS NOT TO BE USED FOR REAL ESTATE TRANSACTIONS.1 LIVE COVERED PEST(S) FOUND: YES ☐ NO ☒ IF YES, DESCRIBE:2 EVIDENCE OF COVERED PEST(S) FOUND: YES ☐ NO ☒ IF YES, DESCRIBE:

3 ALTHOUGH THESE PESTS ARE NOT COVERED BY THE SERVICE POLICY, AS A COURTESY, WE NOTED THE FOLLOWING:

4 TREATMENT MADE: YES ☐ NO ☒ IF YES, DESCRIBE:PRODUCT(S) APPLIED: TERMIDOR PREMISE5 ANY CHANGES, ADDITIONS, OR MODIFICATIONS NEEDED: YES ☐ NO ☒ INACCESSIBLE AREAS: YES ☐ NO ☒
DESCRIBE:

6 INSPECTIONS HAVE REPORTED EVIDENCE OF THE FOLLOWING:

SUBTERRANEAN TERMITES: ☒DRYWOOD TERMITES: ☒WOOD BORERS: ☒WOOD DECAYING FUNGI: ☒

7 DAMAGE NOTED:

TECHNICIAN JoeDATE 4-27-20TIME 8:00

IF YOU SUSPECT ANY PEST ACTIVITY, PLEASE CALL:

FLORIDA PEST CONTROL

830 Bill France Blvd #2

Daytona Beach FL 32117

(386)673-0405

SERVICE L-001647

POLICY

CITY OF ORMOND BEACH

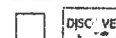
ATTN: LOIS TOWEY

PO BOX 277

ORMOND BEACH FL 32175-0277

Tx/Ex# 85801274015207

INVOICE NO.	DATE	TR POLICY NO.
640037 8	4/27/20	1617
EMPLOYEE NO.	DATE	RENEWAL FEE
249	X 12	\$189.00



Card Number

Exp. Date

Please print name exactly as it appears on card

Signature JoeTECHNICIAN JoeTIME 8:00

ADDRESS OF STRUCTURE:

156 NEW BRITAIN AVE

ORMOND BEACH

FL VOLUSIA

Thank You

PROTECT YOUR PROPERTY - RENEW YOUR
SERVICE POLICY



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: March 1, 2022

Subject: Auto Renewal Contract - Ormond Beach Historical Society, Inc.

Commission Goal: Quality of Life - Other

Introduction

This is a disposition item notifying the City Commission of staff's intent to automatically renew the agreement between the City and the Ormond Beach Historical Society, Inc.

Background

In April 2018, the City Commission approved Resolution No. 2018-43 authorizing the execution of a service contract between the City and the Ormond Beach Historical Society, Inc. for the operation of a Welcome Center within the MacDonald House and leasing of certain rooms within the MacDonald House for operation of Ormond Beach Historical Society, Inc. activities. The Ormond Beach Historical Society, Inc. provides information about recreational, entertainment, cultural, and historical sites and activities in Ormond Beach, as well as organizes tours and other special events.

Discussion

Resolution No. 2018-43 stipulated the agreement will be automatically renewed for four (4) additional one (1) year periods unless either party provides at least 30 days prior written notice of their intent not to renew the agreement. This auto-renewal effective April 2022 will be the fourth auto-renewal for a one (1) year period out of four (4) auto-renew periods. Staff believes it is in the best interest of the community the contract be renewed an additional year.

Citizen Impact

The automatic renewal of the service agreement with Ormond Beach Historical Society, Inc. allows continuation of their services in providing programs and events to our citizens and preserving local history while sharing it with the City's residents, children, and visitors.

Budget Impact

Funding for the service contract with the Ormond Beach Historical Society, Inc. is included in the Fiscal Year 2021-2022 General Fund (001) budget in the amount of \$15,810.

Recommendation

Staff intends to allow the contract with the Ormond Beach Historical Society, Inc. to automatically renew for one additional year, unless otherwise directed by the City Commission.

Attachments:

- OBHT Agreement (PDF)
- Insurance Certificate (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/7/2022


Claire Whitley, Assistant City Manager 2/18/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 2/21/2022

AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
THE CITY OF ORMOND BEACH
WELCOME CENTER

THIS AGREEMENT is made and entered into on this 3 day of April, 2018 by and between the CITY OF ORMOND BEACH ("City"), a municipal corporation and THE ORMOND BEACH HISTORICAL SOCIETY, INC. ("OBHS"), a Florida Not For Profit Corporation,

WHEREAS, the City owns a historical property known as the "MacDonald House" located at 38 East Granada Boulevard in Ormond Beach (Tax Assessor No. 4214-11-00-0021); and

WHEREAS, the City has a Welcome Center that has been successfully operated and managed by OBHS from the MacDonald House; and

WHEREAS, the Welcome Center receives approximately 68-100 visitors per week. The visitors are a mix of locals, tourists and new residents. OBHS provides information about recreational, entertainment, cultural and historical sites and activities in Ormond, as well as organizes tours and other special events. In 2017 OBHS provided visitation, tours and special events to 5,044 adults and 438 children; and

WHEREAS, all parties agree that the operation of the Welcome Center is beneficial to OBHS and the City, and as such, the parties wish to enter into a five year agreement with OBHS to continue to provide this service; and

WHEREAS, payment by the City to OBHS in the amount of \$15,810.00 per year is fair and reasonable compensation to offset the costs incurred by OBHS to operate and maintain the Welcome Center, and

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, it is agreed as follows:

1. Recitals. The foregoing recitals are true and correct, are made by each party to induce the other party to enter into and execute this Operation and Maintenance Agreement ("Agreement"), and are incorporated herein by reference and made a part of this Agreement.

2. Term. This Agreement shall be effective on the date it is last signed by the undersigned parties. The initial term of this Agreement shall be for one (1) year and shall be automatically renewed for four (4) additional one (1) year periods unless it is terminated as provided in paragraph 13 below.

3. Scope of Services.

a) "Welcome Center". OBHS is responsible for the maintenance and operation of a "Welcome Center" which shall be open to the general public during the following times: Tuesday through Saturday, 10:00 am to 3:00 pm. OBHS shall have the non-exclusive use of the real property and fixtures comprising the front two (2) rooms on the first floor of the MacDonald House (the "Premises"), and as depicted on the sketch of the MacDonald House attached as Exhibit A, for the operation of the Welcome Center.

Welcome Center activities include but are not limited to: showing current exhibits, picture and video depiction of Ormond history, providing information and an introduction to recreational, entertainment, cultural and historical sites and activities in Ormond, organizing educational programs, walking tours, bus tours, plantation tours, cemetery tours, and opening the Hotel Ormond Cupola (located in Fortunato Park) to the public twice a week, and other special events.

b) "Ames House" Property. OBHS is responsible for the maintenance and display of the following items of the City's personal property which were located at the City's facility known as the "Ames House": one (1) display cabinet, and one (1) antique marble topped wash stand.

c) Display of Private Property. OBHS is responsible for the display of various items of artistic, cultural, historical and educational interest about Ormond Beach, that are privately owned ("Private Owners"), and the City shall not have any right, claim or interest in or to any such privately owned items of personal property. Further, the OBHS shall fully indemnify and hold the City harmless from and against any and all actions, suits and claims for damages by any and all Private Owners arising from OBHS's maintenance, use, and display of such items of privately owned personal property.

d) Joint Display of Property. OBHS shall cooperate with Ormond Beach Memorial Art Museum, Inc. ("OMAMI") regarding the mutual and joint display of various items of artistic, cultural, historical and educational interest about Ormond Beach.

4. Consideration. City shall pay to OBHS the sum of Fifteen Thousand Eight Hundred Ten and 00/100 dollars (\$15,810.00), which shall be payable within thirty (30) days of the effective date of this Agreement. Thereafter, the City Commission may, in its sole and absolute discretion, appropriate additional funds to OBHS to be used for the purposes expressed herein.

5. Compliance with Laws. OBHS shall at all times observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the City of Ormond Beach and by any other governmental authority having jurisdiction or responsibility over the conduct and operations at the Premises.

6. Access to Premises by City. It is expressly understood and agreed that City retains the right to supervise and control the Premises and that OBHS' use of the Premises for a Welcome Center is non-exclusive.

7. **Public Access.** OBHS shall not implement any policies, procedures, or rules that either restrict or prohibit access to and use of the facilities by members of the public who are otherwise eligible to use those facilities.

8. **Taxes.** OBHS shall be responsible for the payment of any and all sales, use, property tax assessments, or any other taxes of any kind imposed upon OBHS (or City) by the State of Florida, Volusia County, or any other government agency, arising from OBHS's use of the Premises. OBHS is also responsible for procuring and maintaining a local business tax registration certificate from the City of Ormond Beach.

9. **Operational Expenses.** OBHS shall at its sole expense, be responsible for paying its own monthly operational expenses, including its expenses for telephone services and the installation of telephone lines relative thereto. OBHS is responsible for its own furnishings, inside and outside the building, and must keep such furnishings in good repair and aesthetically pleasing.

10. **Mandatory Record Keeping.** OBHS is required to keep a daily record of the number of visitors to the Welcome Center and the services provided. OBHS shall provide City with copies of the records at the end of each calendar year for its review. This reporting is a material requirement of this Agreement and is for the purpose of determining the continued public benefit and viability of the Welcome Center.

11. **Non-Exclusive Use.**

a) OBHS's right to use the Premises as described in this paragraph is non-exclusive, and the City expressly reserves the right to use any and all portions of the Premises, for any purpose that the City in its sole and absolute discretion so desires, so long as such use by the City does not materially or adversely affect or interfere with the use of the Premises granted to OBHS herein.

b) OBHS understands and acknowledges that the back three (3) rooms on the first floor are currently being used for the administration and provision of tennis related activities, and that this use may continue without it being construed by OBHS as materially or adversely affecting or interfering with OBHS's non-exclusive use and occupancy of the Premises granted herein. Further, the City expressly retains the right to use or authorize such other and further use of the back three (3) rooms as the City so desires.

c) The City shall in its sole and absolute discretion have the exclusive right to renovate and make improvements to all or any part of the Premises to appropriate funds therefor, or to authorize OBHS to make renovations or improvements thereto. In the event renovations or improvements are made to any part of the Premises, they shall not be construed by OBHS as an adverse or material interference with OBHS's non-exclusive right to use the Premises. Further, OBHS shall not make or permit to be made any alterations, additions, improvements or changes in or to the Premises without obtaining the prior written consent of the City. Consent by the City to any particular alteration, addition, improvement or change shall not be deemed a waiver or continuing

consent by the City regarding any future alteration, addition, improvement or change desired by OBHS.

12. Maintenance and Utilities. The City shall, at its own expense, provide OBHS all necessary utilities such as gas, electric, water, garbage collection, and sewer services used on the Premises. OBHS shall be responsible for keeping all areas used by the Welcome Center clean and presentable to the public. OBHS shall perform daily safety, maintenance, and cleaning checks of the grounds and building and promptly notify the City of any safety concerns. The City shall make repairs to the Premises when the City deems necessary, however OBHS shall be responsible for any and all repairs of City property (major or minor) caused by OBHS.

13. Termination of Agreement.

a) Termination Without Cause. Either the City or OBHS may terminate this Agreement, at any time and without cause, upon providing at least sixty (60) days prior written notice of the same to the other party.

b) Termination with Cause. The Ormond Beach City Manager, or designee, is authorized to closely monitor OBHS's operation and use of the Premises and, in the event a factual determination is made by her that OBHS has breached a material term or condition of this Agreement, she shall so notify OBHS, in writing, specifically as to the manner and basis upon which said breach is predicated. If the City Manager determines that OBHS is either unwilling or unable to remedy said breach by taking corrective action within five (5) business days, she may take such action thereon as deemed appropriate, including termination of the Agreement.

c) In the event any portion or all of the premises become unavailable or unusable by OBHS for its intended purposes, by reason of structural incapacity, irreparability, condemnation, or sale of the building, or damage, either party may terminate this agreement without penalty.

14. Capital and Property Improvements.

(a) Any proposed Capital Improvements to the Premises shall be approved by the Ormond Beach City Commission in accordance with applicable laws and the availability of funds. For purposes of this section, "Capital Improvements" are defined as any project(s) that exceed(s) \$25,000 in cost with an expected useful life of two (2) years or longer.

(b) Any and all property improvements that may be proposed by OBHS shall be approved by the Ormond Beach City Manager (or designee), shall comply with local building and permitting requirements applicable to the Premises, and shall become the property of City upon the expiration or termination of this Agreement.

15. Assignment. This Agreement shall not be assignable.

16. Complete Agreement. This Agreement constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

17. Amendment to Agreement. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

18. Notices. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	Ormond Beach Historical Society, Inc.
Joyce Shanahan, City Manager	Joan Skirde, President
(copy to City Attorney)	38 E. Granada Boulevard
22 South Beach Street	Ormond Beach, FL 32174
Ormond Beach, FL 32174	

19. Sovereign Immunity. City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

20. Venue. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

21. Waiver of Conditions. No waiver by City of any condition or breach of performance by OBHS shall constitute an irrevocable, continuing, or subsequent waiver by City of the same condition or breach of performance, or of any other condition or other breach of performance.

22. Attorney's Fees and Costs. As a result of any action or proceeding regarding this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and all taxable costs, through and including any and all appeals, in addition to any damages which may be awarded.

23. Severability. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by OBHS are not materially affected, altered or impaired as a result of said judicial declaration.

24. Effective Date. This Agreement shall become effective on the date it is last executed by the respective parties.

25. Provisions Relative to Risk Management.

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

(b) **Payment on Behalf of City.** OBHS shall pay all costs of the City's legal defense, as may be selected by City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of City shall be in addition to any and all other legal remedies available to City and shall not be considered to be City's exclusive remedy.

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

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

(e) **Types of Insurance and Limits of Liability.**

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

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

- (2) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance, and the City of Ormond Beach shall be named as an additional insured):
 - a. Premises and Operations
 - b. Personal Injury Liability
 - c. Products & Completed Operations
 - d. Fire Damage Liability
 - e. Blanket Contractual Liability
 - f. Medical Expense

g. Liquor Liability

Certain coverages outlined above may not be required if they do not relate to the Lease, as may be determined at the sole discretion of Owner.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all Tenants, Contractors and/or Subcontractors:

\$1 Million	Each Occurrence
\$1 Million	General Aggregate
\$1 Million	Aggregate Products & Completed Operations
\$ 50,000	Fire Damage (any one fire)
\$ 5,000	Medical Expense

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

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

- (4) Requirements for Certificates of Insurance.

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

b. New certificates of insurance shall be provided to Owner at least fifteen (15) days prior to coverage renewals.

c. If requested by Owner, OBHS shall furnish complete copies of OBHS's insurance policies, forms and endorsements.

d. For Commercial General Liability coverage OBHS shall, at the option of Owner provide an indication of the amount of claims

payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate aggregate limit may be required by Owner for the given lease.

e. If OBHS fails to obtain and maintain for the life of the Lease the insurance required hereby or to replace any such expired or canceled policy, Owner may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by Owner in payment of premiums for such insurance shall be promptly reimbursed to Owner by OBHS.

(5) Policies of Insurance

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

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

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

d. Owner shall be named an Additional Insured on all General Liability and Automobile Liability policies of insurance and certificates thereof.

26. Compliance with Florida Public Records Law. OBHS expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

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

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

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

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

J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

DATED this 3 day of April, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme

Print Name: Lisa Dahme

Wendy J. Nichols

Print Name: Wendy J. Nichols

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 3rd day of April, 2018.

Witnesses:

Clay Robinson
Print Name: Clay Robinson

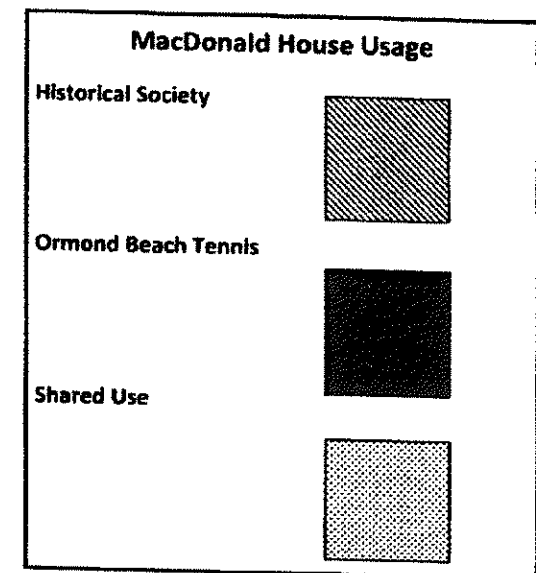
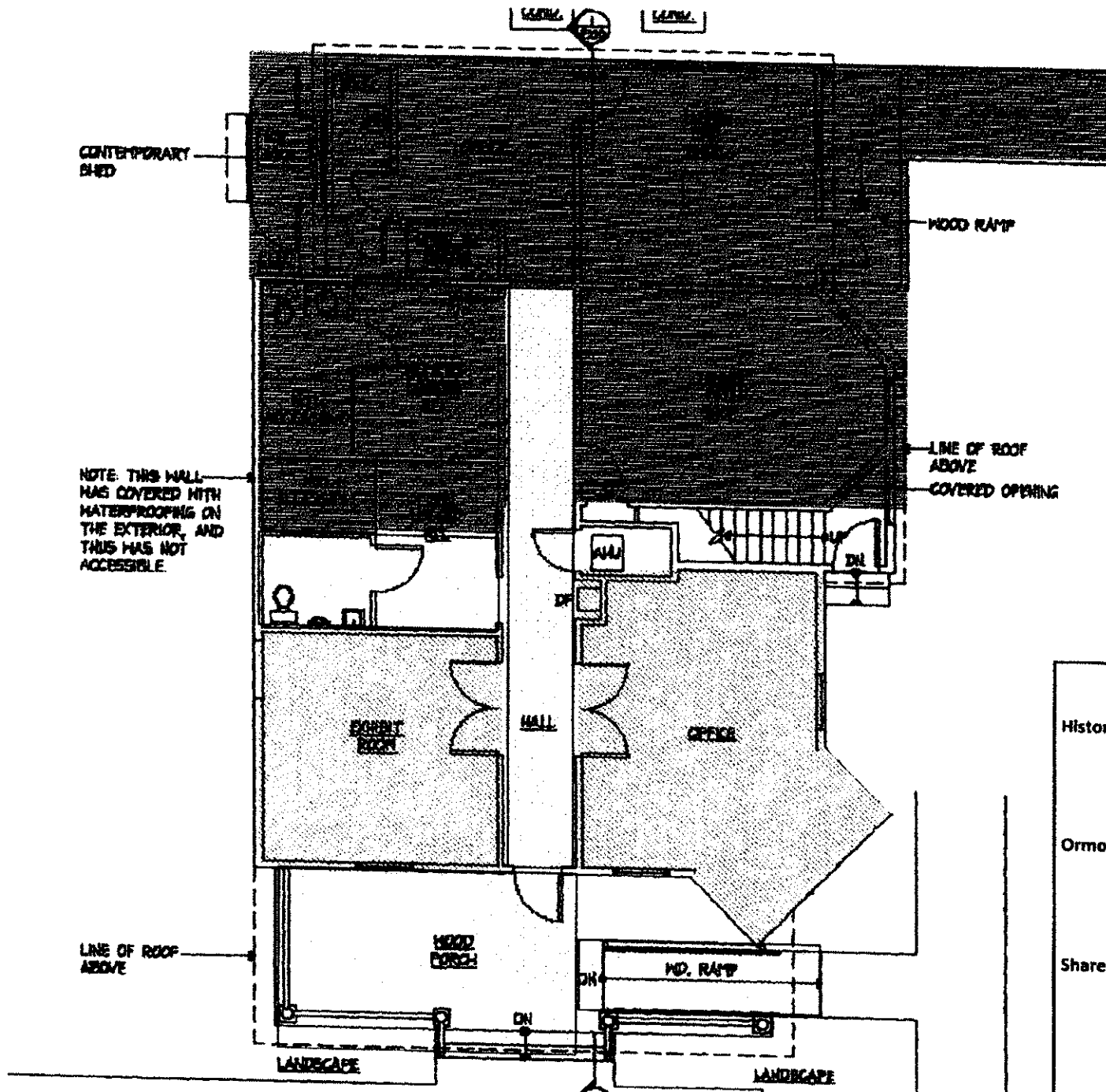
Jeff Sidwell
Print Name: Jeff Sidwell

ORMOND BEACH HISTORICAL
SOCIETY, INC.

By: Joan Skirch
Print Name: Joan Skirch
Title: President

Attest: Elysha Petschauer
Print Name: Elysha Petschauer
Title: Executive Director

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Halifax Insurance 1540 Cornerstone Blvd., Suite 200 Daytona Beach FL 32117	CONTACT NAME: PHONE (A/C, No, Ext): 386-677-4761 FAX (A/C, No): 386-673-5370 E-MAIL ADDRESS: email@HIPFlorida.com														
INSURED Ormond Beach Historical Society Inc 38 E Granada Blvd Ormond Beach FL 32176-6511	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Auto-Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER B : CNA Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER	NAIC #	INSURER A : Auto-Owners Insurance Company	18988	INSURER B : CNA Insurance Companies		INSURER C : Hartford Casualty Insurance Company	29424	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 513655394 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			72113399	2/14/2021	2/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N ☐ N/A	21WECAB5XSX	7/25/2020	7/25/2021	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional			596433722	2/15/2020	2/15/2022	Directors & Officers \$1,000,000

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

CERTIFICATE HOLDER
CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



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: March 1, 2022

Subject: The Reapportionment (Redistricting) of City Commission Zones

Commission Goal: Community Development - Other

Introduction

This is a request to approve an Ordinance amending the boundaries of the City Commission zones in accordance with the reapportionment plan accepted by the City Commission with Resolution No. 2022-07 on January 4, 2022.

Background

The Charter of the City of Ormond Beach states, "The city commission shall review the boundaries of the various zones every ten (10) years, as soon as possible following the official certification of the decennial census to the State of Florida, and give consideration to any changes deemed necessary." The Charter of the City of Ormond Beach provides the specifications of the analysis of the City Commission zones. The specifications state, all zone boundary adjustments shall result in zones which are:

1. Contiguous;
2. Substantially compact;
3. Boundary lines following prominent geographic features, whether natural or manmade, that may include but shall not be limited to rivers, creeks, roads, and railroad lines, while avoiding to the maximum extent possible the division of residential subdivisions; and
4. Based on the principle of equal and effective representation as required by the United States Constitution.

In addition to the criteria in the Charter of the City of Ormond Beach, population must follow Census blocks.

The redistricting process requires several formal actions with specified time intervals. Table 1 provides these dates.

Table 1 - Time Schedule for Reapportionment Process

Timeline	Action Item
December 7, 2021	Commission Workshop
January 4, 2022	Commission Meeting - Resolution of Intent - Adoption of Resolution of Intent to adopt reapportionment ordinance. Resolution must include boundary description of zones.
February 15, 2022	Commission Meeting - First Reading of Ordinance - 1 st reading of reapportionment ordinance at least 30 days after approval of Resolution of Intent.
March 1, 2022	Commission Meeting - Second Reading of Ordinance - City Commission adoption of reapportionment ordinance on 2 nd reading.
March 2, 2022	Volusia County Supervisor of Elections notified of reapportioned zones to coordinate possible precinct changes for 2022 election.

In 2010, the City of Ormond Beach's population was 38,139. The 2020 Census has the City of Ormond Beach's population as 43,080. The difference in population is 4,941 people or 13% over ten years. The change in population is shown per City Commission zone in Table 2.

Table 2 - Population changes from 2010 to 2020

Zone	2010 Population	2020 Population	Population Difference	Percentage Change
1	9,557	11,004	1,447	15.14%
2	9,410	9,853	443	4.71%
3	9,596	11,406	1,810	18.86%
4	9,576	10,817	1,241	12.96%
ALL	38,139	43,080	4,941	12.96%

Each City Commission zone has increased in population. Zone 1 has increased by 1,447 people and has the most land acreage. Zone 1 has experienced the annexation of Plantation Oaks and the development of Deer Creek, River Oaks, and Pineland. Zone 2 has increased by 443 individuals. Zone 3 has the highest population growth of 1,810 individuals. Zone 4 has increased by 1,241 individuals and included the Chelsea Place, Phase 3 development.

The goal of redistricting is to distribute the overall population evenly among the four (4) City Commission zones. The target population for each City Commission district would be 10,770. At the December 7, 2021 City Commission workshop, direction was provided to:

1. Shift 479 people from Zone 3 to Zone 1 from Airport Road to the Tomoka River from I-95 to U.S. Highway 1;
2. Shift 1,102 people from Zone 1 to Zone 2 from (a) Halifax River along Beach Street from Granada Boulevard to Cameo Circle and North Beach Street to the state park from Domicilio Avenue to Sanchez Avenue.

On January 4, 2022, the City Commission approved Resolution No. 2022-07 declaring its intention to adopt a reapportionment ordinance. The districts are proposed as follows:

Table 3 - Proposed redistricting

Zone	Acres	Target Population	2020 Population	Difference	Percentage Deviation
1	14,435	10,770	10,381	-389	-3.61%
2	3,429	10,770	10,955	185	1.72%
3	3,949	10,770	10,927	157	1.46%
4	2,799	10,770	10,817	47	0.44%
ALL	24,612	43,080	43,080	0	0.00%

The proposed changes do not amend the boundaries of Zone 4. The total population shift is 1,581 and two (2) areas are impacted. The deviation in Zone 1 is proposed at 3.61%. Zone 1 has the most land area in acreage that is expected to see new residential development. It is anticipated that the population deviation would balance out within the next few years with new construction.

Budget Impact

There is no budget impact.

Citizen Impact

Amending City Commission districts can have impacts on the zone in which residents live within. The purpose of the Charter of the City of Ormond Beach is to provide a re-balancing of City Commission zones, based on population growth and shifts over ten (10) years under certain criteria. The option selected impacts two (2) areas of the city and impacts 1,581 citizens. The option selected does not amend the Zone 4 district boundaries and seeks to shift the least number of people and areas.

Recommendation

It is recommended that the City Commission approve the attached Ordinance amending the boundaries of the City Commission zones in accordance with the reapportionment plan accepted by the City Commission with Resolution No. 2022-07 on January 4, 2022.

Attachments:

- 22-04 Redistricting-Reapportionment Ordinance (PDF)
- Exhibit A, map (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 1/13/2022


Claire Whitley, Assistant City Manager 2/4/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 2/8/2022

ORDINANCE NO. 2022-04

AN ORDINANCE AMENDING THE BOUNDARIES OF CITY COMMISSION ZONES IN ACCORDANCE WITH THE REAPPORTIONMENT PLAN ACCEPTED BY RESOLUTION 2022-07; DESCRIBING THE REAPPORTIONMENT BOUNDARIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Section 5.09 of the Charter of the City of Ormond Beach requires the City Commission to review the boundaries of the various zones every ten (10) years, as soon as possible following the official certification of the decennial census to the State of Florida, and give consideration to any changes deemed necessary, and

WHEREAS, Section 5.09 of the Charter of the City of Ormond Beach requires at least thirty (30) days between the adoption of a Resolution of Intent to Adopt a Reapportionment Ordinance and the consideration of such an ordinance on First Reading, and

WHEREAS, on January 4, 2022, the City Commission adopted Resolution No. 2022-07 including the map attached thereto, by which the City Commission declared its intention to adopt a reapportionment ordinance, now therefore,

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

SECTION ONE. The boundaries of City Commission Zone One (1) of the City of Ormond Beach are hereby amended to be as hereinafter described, to wit:

ZONE 1:

THAT PORTION OF THE CITY OF ORMOND BEACH FLORIDA,
LYING WITHIN THE BOUNDARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF EAST GRANADA BOULEVARD PROJECTED NORTHEASTERLY AND THE EAST BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF EAST GRANADA BOULEVARD AND THE CENTERLINE OF WEST GRANADA BOULEVARD TO A POINT OF INTERSECTION WITH THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE MEANDERING NORTHWESTERLY ALONG THE WESTERLY BANK OF THE HALIFAX RIVER TO A POINT OF INTERSECTION WITH THE CENTERLINE OF CAMEO CIRCLE PROJECTED NORTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF CAMEO CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH BEACH STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF NORTH BEACH STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF DOMICILIO AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF DOMICILIO AVENUE PROJECTED SOUTHWESTERLY TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF TOMOKA STATE PARK; THENCE SOUTHEASTERLY ALONG THE WESTERLY BOUNDARY LINE OF TOMOKA STATE PARK TO POINT OF INTERSECTION WITH CENTERLINE OF SANCHEZ AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SANCHEZ AVENUE TO THE CENTERLINE OF ANDREWS STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF ANDREWS STREET TO THE CENTERLINE OF GREENWOOD AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF GREENWOOD AVENUE TO THE CENTERLINE OF WEST STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF WEST STREET TO THE CENTERLINE OF NORTH US HIGHWAY 1; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF NORTH US HIGHWAY 1 TO THE POINT OF INTERSECTION WITH THE WESTERLY BANK OF THE TOMOKA RIVER; THENCE MEANDERING SOUTHWESTERLY ALONG THE WESTERLY BANK OF THE TOMOKA RIVER TO A POINT OF INTERSECTION WITH THE EASTERLY

BOUNDARY LINE OF THE INTERSTATE 95 RIGHT OF WAY; THENCE NORTHWESTERLY ALONG THE EASTERLY BOUNDARY LINE OF INTERSTATE 95 RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AIRPORT ROAD; THENCE WESTERLY ALONG THE CENTERLINE OF AIRPORT ROAD TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE NORTHERLY ALONG THE WEST BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS TO THE NORTHERLY BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE NORTHERLY, SOUTHEASTERLY, NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE CITY OF ORMOND BEACH CITY LIMITS LINE TO THE POINT OF BEGINNING. TOGETHER WITH ALL PROPERTIES INSIDE THE CITY OF ORMOND BEACH CITY LIMITS NORTH OF SOUTHLAND ROAD AND EAST OF NORTH US HIGHWAY 1

SECTION TWO. The boundaries of City Commission Zone Two (2) of the City of Ormond Beach are hereby amended to be as hereinafter described, to wit:

ZONE 2:

THAT PORTION OF THE CITY OF ORMOND BEACH FLORIDA, LYING WITHIN THE BOUNDARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF EAST GRANADA BOULEVARD PROJECTED NORTHEASTERLY AND THE EAST BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF EAST GRANADA BOULEVARD AND THE CENTERLINE OF WEST GRANADA BOULEVARD TO THE A POINT OF INTERSECTION WITH THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE MEANDERING NORTHWESTERLY ALONG THE WESTERLY BANK OF THE HALIFAX RIVER TO A POINT OF INTERSECTION WITH THE CENTERLINE OF CAMEO CIRCLE PROJECTED NORTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF CAMEO CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH BEACH STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF NORTH BEACH STREET TO A POINT OF

INTERSECTION WITH THE CENTERLINE OF DOMICILIO AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF DOMICILIO AVENUE PROJECTED SOUTHWESTERLY TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF TOMOKA STATE PARK; THENCE SOUTHEASTERLY ALONG THE WESTERLY BOUNDARY LINE OF TOMOKA STATE PARK TO POINT OF INTERSECTION WITH CENTERLINE OF SANCHEZ AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SANCHEZ AVENUE TO THE CENTERLINE OF ANDREWS STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF ANDREWS STREET TO THE CENTERLINE OF GREENWOOD AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF GREENWOOD AVENUE TO THE CENTERLINE OF WEST STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF WEST STREET TO THE CENTERLINE OF NORTH US HIGHWAY 1; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF NORTH US HIGHWAY 1 TO THE CENTERLINE OF NORTH NOVA ROAD; THENCE SOUTHERLY ALONG THE CENTERLINE OF NORTH NOVA ROAD TO THE CENTERLINE OF WEST GRANADA BOULEVARD; THENCE EASTERLY ALONG THE CENTERLINE OF WEST GRANADA BOULEVARD TO THE CENTERLINE OF TOMOKA AVENUE; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF TOMOKA AVENUE TO THE CENTERLINE OF SOUTH ORCHARD STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SOUTH ORCHARD STREET TO THE CENTERLINE OF DIVISION AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF DIVISION AVENUE TO THE CENTERLINE OF SOUTH CENTER STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SOUTH CENTER STREET TO THE CENTERLINE OF HAND AVENUE; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF HAND AVENUE TO THE CENTERLINE OF SOUTH YONGE STREET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SOUTH YONGE STREET TO THE SOUTH BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE SOUTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF THE CITY OF ORMOND BEACH CITY LIMITS TO THE POINT OF BEGINNING

SECTION THREE. The boundaries of City Commission Zone Three (3) of the

-4-

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION
ITEMS\ORDINANCE\2022\02-15-22\22-04 REDISTRICTING-REAPPORTIONMENT
ORDINANCE.DOCX\

City of Ormond Beach are hereby amended to be as hereinafter described, to wit:

ZONE 3:

THAT PORTION OF THE CITY OF ORMOND BEACH FLORIDA,
LYING WITHIN THE BOUNDARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF THE WEST GRANADA BLVD (SR 40) RIGHT OF WAY AND THE WEST BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS, THENCE NORTHERLY ALONG THE WEST BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF VOLUSIA COUNTY AND THE SOUTHERLY BOUNDARY LINE OF FLAGLER COUNTY; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF VOLUSIA COUNTY AND THE EASTERLY BOUNDARY LINE OF FLAGLER COUNTY; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY LINE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AIRPORT ROAD; THENCE SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF AIRPORT ROAD TO A POINT OF INTERSECTION WITH THE EASTERLY BOUNDARY LINE OF THE INTERSTATE 95 RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG THE EASTERLY BOUNDARY LINE OF INTERSTATE 95 RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE WESTERLY BANK OF THE TOMOKA RIVER; THENCE MEANDERING NORTHEASATERLY ALONG THE BANK OF THE TOMOKA RIVER TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH US HIGHWAY 1; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF NORTH US HIGHWAY 1 TO CENTERLINE OF NORTH NOVA ROAD; THENCE SOUTHWESTERLY, AND SOUTHEASTERLY ALONG THE CENTERLINE OF NORTH NOVA ROAD TO THE CENTERLINE OF MAIN TRAIL; THENCE SOUTHWESTERLY, EASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE CENTERLINE OF MAIN TRAIL TO THE CENTERLINE OF WEST GRANADA BOULEVARD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF WEST GRANADA BOULEVARD TO THE CENTERLINE OF WILLIAMSON BOULEVARD; THENCE SOUTHERLY ALONG THE CENTERLINE OF WILLIAMSON BOULEVARD TO THE

SOUTH BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE CONTINUE WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS TO THE POINT OF BEGINNING

SECTION FOUR. The boundaries of City Commission Zone Four (4) of the City of Ormond Beach are not being changed, and shall remain as they exist. The Zone Four (4) legal description is hereby updated and restated, inclusive of land that has been annexed into Zone 4 prior to the adoption of this Ordinance, which is hereby described, to wit:

ZONE 4:

THAT PORTION OF THE CITY OF ORMOND BEACH FLORIDA, LYING WITHIN THE BOUNDARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF SOUTH YONGE STREET AND THE SOUTH BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS, THENCE CONTINUE NORTHWESTERLY ALONG THE CENTERLINE OF SOUTH YONGE STREET TO THE CENTERLINE OF HAND AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF HAND AVENUE TO THE CENTERLINE OF SOUTH CENTER STREET; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SOUTH CENTER STREET TO THE CENTERLINE OF DIVISION AVENUE; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF DIVISION AVENUE TO THE CENTERLINE OF SOUTH ORCHARD STREET; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SOUTH ORCHARD STREET TO THE CENTERLINE OF TOMOKA AVENUE; THENCE WESTERLY ALONG THE CENTERLINE OF TOMOKA AVENUE TO THE CENTERLINE OF WEST GRANADA BOULEVARD; THENCE WESTERLY ALONG THE CENTERLINE OF WEST GRANADA BOULEVARD TO THE CENTERLINE OF NORTH NOVA ROAD; THENCE NORTHERLY ALONG THE CENTERLINE OF NORTH NOVA ROAD TO THE CENTERLINE OF MAIN TRAIL; THENCE SOUTHWESTERLY, EASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE CENTERLINE OF MAIN TRAIL TO

THE CENTERLINE OF WEST GRANADA BOULEVARD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF WEST GRANADA BOULEVARD TO THE CENTERLINE OF WILLIAMSON BOULEVARD; THENCE SOUTHERLY ALONG THE CENTERLINE OF WILLIAMSON BOULEVARD TO THE SOUTH BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS; THENCE EASTERLY, NORTHERLY, EASTERLY, SOUTHEASTERLY, AND NORTHEASTERLY ALONG THE BOUNDARY LINE OF THE CITY OF ORMOND BEACH CITY LIMITS TO THE POINT OF BEGINNING

SECTION FIVE. The map of the aforescribed zones attached hereto as Exhibit “A” is incorporated herein by reference. In the event of any conflict between the descriptions set forth in Sections One through Four, inclusive, and the said map, the map shall take preference and the legal description shall be administratively corrected forthwith after discovery of the conflict.

SECTION SIX. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at First Reading of the City Commission, this 15th day of February, 2022.

PASSED UPON at Second Reading of the City Commission, this 1st day of March,
2022.

BILL PARTINGTON
Mayor

ATTEST:

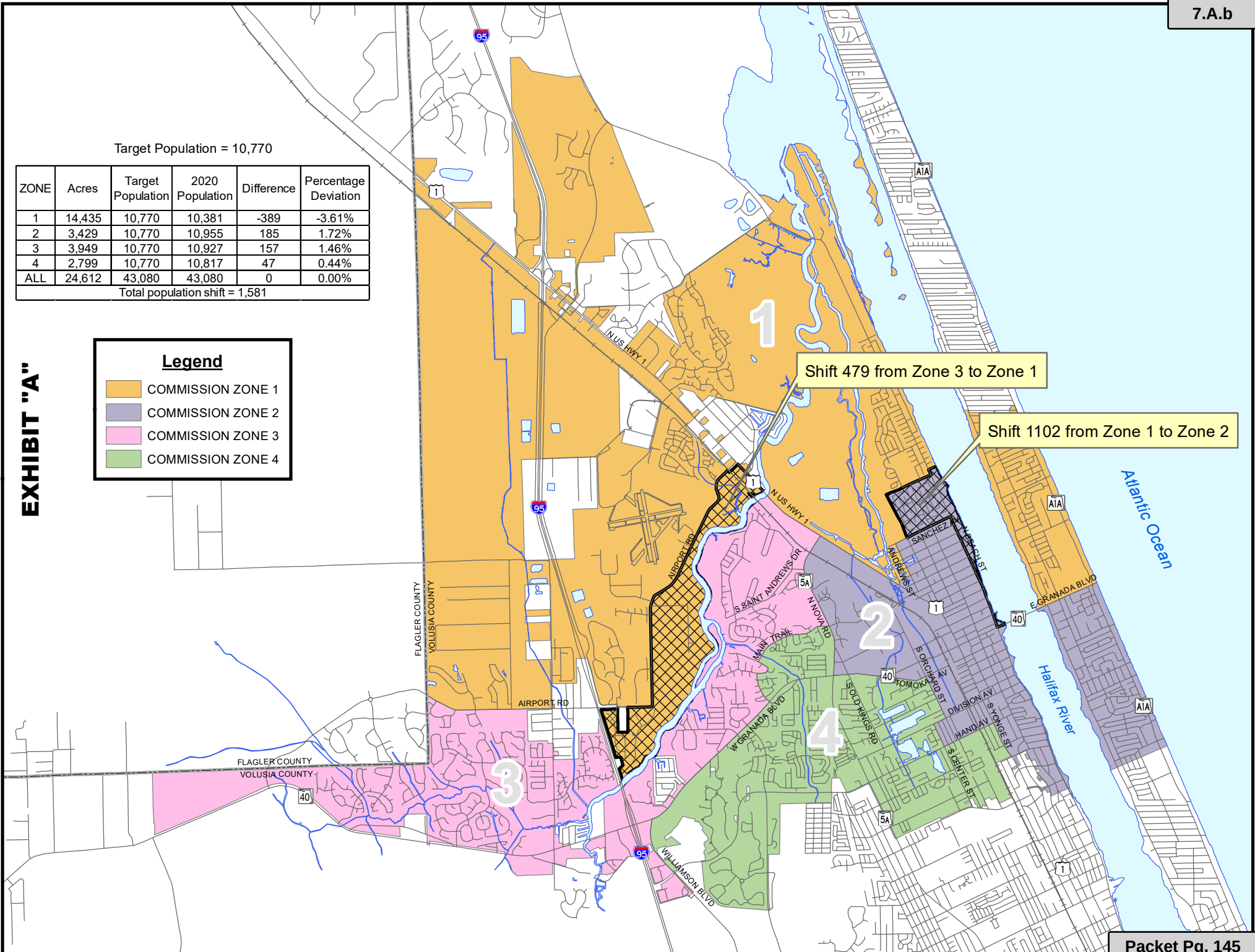
SUSAN CARROLL DAUDERIS
City Clerk

Target Population = 10,770

ZONE	Acres	Target Population	2020 Population	Difference	Percentage Deviation
1	14,435	10,770	10,381	-389	-3.61%
2	3,429	10,770	10,955	185	1.72%
3	3,949	10,770	10,927	157	1.46%
4	2,799	10,770	10,817	47	0.44%
ALL	24,612	43,080	43,080	0	0.00%
Total population shift = 1,581					

Legend

- COMMISSION ZONE 1
- COMMISSION ZONE 2
- COMMISSION ZONE 3
- COMMISSION ZONE 4





CITY OF ORMOND BEACH

City Manager Å22 S. Beach Street ÅOrmond Beach ÅFlorida Å32174 Å(386) 676-3200 ÅFax (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: March 1, 2022

Subject: Ridgehaven Annexation

Commission Goal: Community Development - Other

Introduction

This is a voluntary request for an annexation submitted by three property owners; Ridgehaven, LLC, Snilloc Family Limited Partnership Number One and Dennis Weeks for the property located east of Plantation Oaks Boulevard, north of Addison Drive, and west of the Village of Pine Run, totaling approximately 103.45 acres.

Background

The approximately 103.45 acre property is currently vacant and has a Volusia County "Urban Medium Intensity" and a Volusia County zoning designation of R-4 (Urban Single-Family). The Volusia County "Urban Medium Intensity" land use allows 4.1 to 8 units per acre and a Floor Area Ratio of 0.50. The property is part of the Interlocal Service Boundary Agreement (ISBA) with Volusia County. The portion of the property abutting Addison Drive is part of the original ISBA and the remaining land area is part of the second ISBA. The subject property is also contiguous to the City of Ormond Beach along the boundary of Plantation Oaks subdivision for total distance of approximately 2,000 linear feet and along Addison Drive for approximately 1,625 linear feet.

Discussion

There is an existing twelve (12") inch potable water main and an eight (8") inch high pressure sewer force main along Plantation Oaks Boulevard. The City Site Plan Review Committee was presented a conceptual subdivision plan for the Ridge Haven subdivision. The property could not annex into Ormond Beach because there are outparcels within the entire land area which led to the second ISBA amendment. The outparcels would maintain their Volusia County land use and zoning.

Budget Impact

There is no budget impact associated with the requested annexation.

Citizen Impact

The annexation has no direct citizen impact and any future development would be reviewed in accordance with the City of Ormond Beach Land Development Code.

Recommendation

It is recommended that the City Commission approve the annexation of Ridgehaven subdivision, totaling approximately 103.45 acres, located east of Plantation Oaks Boulevard, north of Addison Drive, and west of the Village of Pine Run, based on the following:

1. The subject property is located in unincorporated Volusia County and is not being served with utilities from another jurisdiction, is compact, and has the ability to connect to City of Ormond Beach utilities;
2. There is adequate City infrastructure to serve the subject property;
3. Annexation of the property is a voluntary annexation under the authority of Section 171.044, *Florida Statutes*; and
4. The subject property is contiguous to the City limits along the boundaries of the Plantation Oaks subdivision and Addison Drive.

Attachments:

- 22-05 Ridgehaven Annexation (PDF)
- Updated 02.14.2022, Exhibit A Sketch and Legal for Ridgehaven annexation (PDF)
- Exhibit B, Application (PDF)
- Ridgehaven maps - annexation (PDF)
- Weeks Deed 4472 967 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 2/3/2022


Claire Whitley, Assistant City Manager 2/18/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 2/21/2022

ORDINANCE NO. 2022-05

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTIES INTO THE CITY OF ORMOND BEACH, SAID PROPERTIES BEING GENERALLY LOCATED ALONG THE EAST SIDE OF PLANTATION OAKS BOULEVARD, NORTH OF ADDISON DRIVE, AND WEST OF THE VILLAGE OF PINE RUN, CONSISTING OF APPROXIMATELY 103.45 ACRES; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTIES; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTIES; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTIES; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ridgehaven, LLC, a Florida Limited Liability Company, Snilloc Family Limited Partnership Number One, and Dennis Weeks are the owners of parcels of real properties (“Property Owners”) in unincorporated Volusia County, Florida, described and depicted on Exhibit “A”, attached hereto and incorporated herein ("the Properties"), and

WHEREAS, the Properties to be annexed consist of approximately 103.45 acres and are generally located east of Plantation Oaks Boulevard, north of Addison Drive, and west of the Village of Pine Run, and

WHEREAS, the Property Owners have voluntarily petitioned or requested the City of Ormond Beach (the "City") to annex the Properties into the City, a copy of said petition or request is attached hereto as Exhibit “B” and incorporated herein, and

WHEREAS, the annexation of the Properties is a voluntary annexation under the authority of Section 171.044, *Florida Statutes* and the Interlocal Service Boundary Agreement

(“ISBA”), as evidenced by a true copy of the annexation petition attached hereto and incorporated herein as Exhibit “B”, and

WHEREAS, annexation as a condition of municipal utility connection is authorized by Section 180.02(3), *Florida Statutes*, and the home rule constitutional and proprietary powers of the City, and

WHEREAS, Goal 5, Policy 5.1.4 of the Future Land Use Element of the City’s *Comprehensive Land Use Plan* provides that the provision of utility service to properties in the unincorporated County shall be conditioned upon the annexation of the properties when it becomes contiguous to the City’s boundaries, and

WHEREAS, consent to annexation by connecting property owners is required for connections to City utilities by Chapter 3, Article V, Section 3-61(f) of the City’s *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, which was initially adopted and made effective on August 20, 1991), and

WHEREAS, the connection of properties to City utilities constitutes the consent of the property owners to the annexation of the properties when it becomes contiguous to the City’s boundaries, and

WHEREAS, the City Commission of the City of Ormond Beach desires to exercise its statutory power to annex the Properties; now therefore,

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

SECTION ONE. The City Commission of the City of Ormond Beach makes the following findings:

- (a) The annexation petition attached hereto as Exhibit “B” bears the signatures of the owners of the Properties to be annexed at the time the petition was submitted to the City;
- (b) Ridgehaven, LLC, a Florida Limited Liability Company, Snilloc Family Limited Partnership Number One, and Dennis Weeks, are the owners of the Properties in Exhibit “A”;
- (c) The annexation petition was submitted in accordance with the requirements of the City for utility extension pursuant to section 180.02(3), *Florida Statutes*, and Chapter 3, Article V, Section 3-61(f) of the City’s *Land Development Code*;
- (d) Connection of properties to City utilities constitutes implied consent by the property owners to the annexation of the properties;
- (e) The annexation of the Properties complies with the requirements of the City for utility extension and connection pursuant to section 180.02(3), *Florida Statutes*; Goal 5, Policy 5.1.4 of the Future land Use Element of the City’s Comprehensive Land Use Plan; and Chapter 3, Article V, Section 3-61(f) of the City’s *Land Development Code*; and
- (f) The Properties are reasonably compact and do not create any enclaves of unincorporated territory in Volusia County.

SECTION TWO. The Properties described and depicted in Exhibit "A" are hereby annexed into the City and the municipal boundary lines of the City are hereby changed to include the Properties.

SECTION THREE. The Volusia County land use plan and zoning and subdivision regulations applicable to the aforescribed real properties are hereby continued as the

same presently exist, until the City adopts a *Comprehensive Plan* amendment that includes the real properties hereby annexed.

SECTION FOUR. Upon the effective date of the annexation of the Properties, and except as may be otherwise provided by law, the Properties shall be subject to all laws, ordinances and regulations of the City; shall be entitled to the same privileges and benefits as other lands in the City; and shall be subject to the taxes and debts of the City, including municipal ad valorem taxes as provided by Section 171.061(1), *Florida Statutes*.

SECTION FIVE. The boundary of City Commission Zone 1 is hereby redefined to include the Properties.

SECTION SIX. The City Clerk is hereby authorized and directed to provide a certified copy of this Ordinance to the County Manager of Volusia County, the Clerk of Circuit Court in and for Volusia County, and the Department of State for the State of Florida, within seven (7) days of the adoption of this Ordinance as required by Section 171.044(3), *Florida Statutes*.

SECTION SEVEN. In the event any section or provision of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

SECTION EIGHT. This Ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 1st day of March, 2022.

PASSED UPON at the second and final reading of the City Commission, this 22nd
day of March, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Exhibit "A"
Page 1 of 3

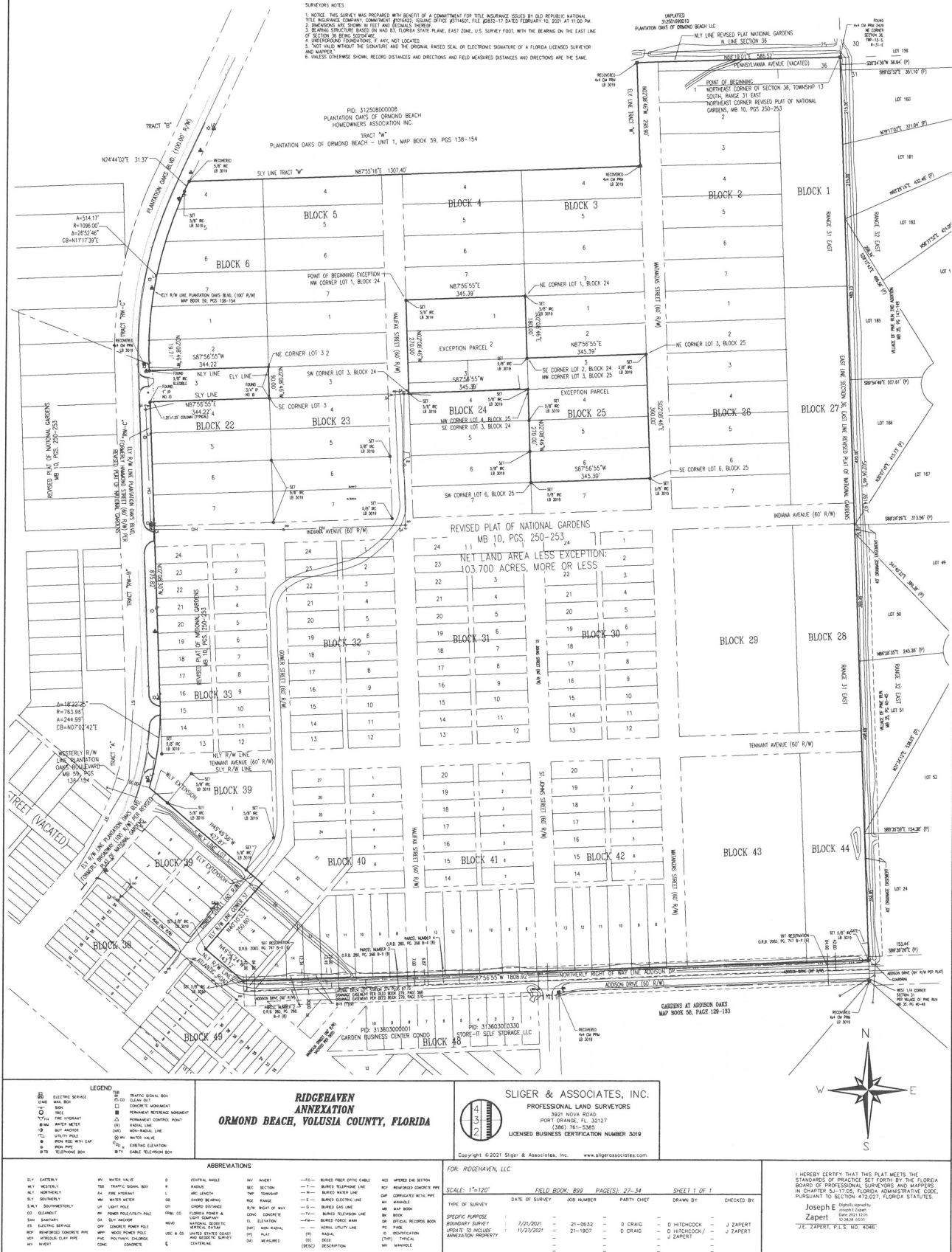


EXHIBIT "A"
Page 2 of 3

Ridgehaven annexation legal description

RidgeHaven Description:

ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.17 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.24 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF TENNANT AVENUE, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N01°58'30"W, 60.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID TENNANT AVENUE; THENCE S88°01'30"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 79.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, A 100.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF PLANTATION OAKS OF ORMOND BEACH - UNIT 1, AS RECORDED IN MAP BOOK 59, PAGES 138 THROUGH 154, INCLUSIVE, SAID PUBLIC RECORDS; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 1022.92 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY ; THENCE

EXHIBIT "A"
Page 3 of 3

N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH - UNIT 1; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

INSTRUCTIONS

Public hearing applications require City Commission action with many types being reviewed by the Planning Board to provide a recommendation. Some public hearing items require site plan review. Please complete the application and fee worksheet. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

PROJECT INFORMATION

Project Type:*	Annexation			*Complete fee sheet (page 3)
Project Name:	RidgeHaven			
Project Address:	Vacant Land			
Volusia County parcel number(s):	See attached.			
Description:	Annexation of the property on the attached survey and legal description into the City of Ormond Beach to facilitate the proposed RidgeHaven PUD and subdivision.			
Pre-application date:	9/15/21	Pre-application waiver granted:		

PROJECT COORDINATOR

Name:	Corey D. Brown / Storch Law Firm		
Address:	420 South Nova Road		
City, State, Zip code:	Daytona Beach, FL 32114		
Telephone:	386-238-8383		
E-mail:	corey@storchlawfirm.com		

APPLICANT INFORMATION

Same as project coordinator	☒	Same as property owner	☐
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

PROPERTY OWNER	
Same as project coordinator	☐
Same as property owner	☐
Name:	Dennis Weeks
Address:	1968 Fairland Road
City, State, Zip code:	Ormond Beach, FL 32174
Telephone:	
E-mail:	

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	Corey Brown	E-mail:	corey@storchlawfirm.com
Name:	Rick Maugeri	E-mail:	Rickm@ridge-development.com
Name:	Dave Janse	E-mail:	Davej@ridge-development.com
Name:	Parker Mynchenberg	E-mail:	pkmynch@gmail.com

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature:

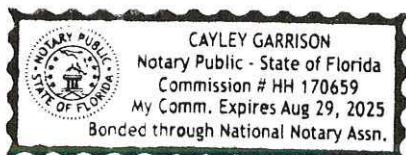


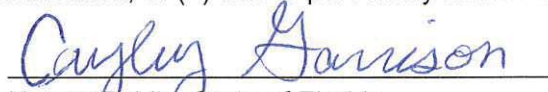
STATE OF FLORIDA

 COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 1 day of December, 2021, by Dennis Weeks as _____ (title*)

for _____ (name of corporation*), who (x) provided Driver License as identification, or () who is personally known to me.




 Notary Public, State of Florida
 My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

PROPERTY OWNER	
Same as project coordinator	☐
Same as property owner	☐
Name:	SNILLOC FAMILY LP NUMBER ONE
Address:	2249 Old Dixie Hwy
City, State, Zip code:	Ormond Beach, FL 32174
Telephone:	
E-mail:	

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	Corey Brown	E-mail:	corey@storchlawfirm.com
Name:	Rick Maugeri	E-mail:	Rickm@ridge-development.com
Name:	Dave Janse	E-mail:	Davej@ridge-development.com
Name:	Parker Mynchenberg	E-mail:	pkmynch@gmail.com

CERTIFICATION

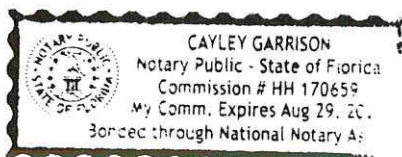
By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 1 day of December, 2021, by John Collins as General Partner (title*) for SNILLOC FAMILY LP NUMBER ONE (name of corporation*), who () provided Drivers License as identification, or () who is personally known to me.



Cayley Garrison
 Notary Public, State of Florida
 My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

PROPERTY OWNER	
Same as project coordinator	☐
Same as property owner	☐
Name:	RIDGEHAVEN LLC
Address:	123 Magnolia Ave
City, State, Zip code:	Daytona Beach, FL 32114
Telephone:	
E-mail:	

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	Corey Brown	E-mail:	corey@storchlawfirm.com
Name:	Rick Maugeri	E-mail:	Rickm@ridge-development.com
Name:	Dave Janse	E-mail:	Davej@ridge-development.com
Name:	Parker Mynchenberg	E-mail:	pkmynch@gmail.com

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

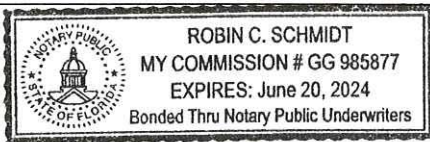
Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 30 day of November, 2021, by Richard Maugeri as Manager (title*) for Ridgehaven, LLC (name of corporation*), who () provided

as identification, or (x) who is personally known to me.



Robin C. Schmidt
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

Exhibit "B"

Page 5 of 12

Parcel ID Numbers for RidgeHaven Annexation

313601010020; 313601010012; 313601010011; 313601330110; 313601330080; 313601230060;
313601240060; 313601240050; and 313601250010

Exhibit "B"

Page 6 of 12

Prepared by and return to:

Glenn D. Storch, Esq.

Glenn D. Storch, PA
 420 South Nova Road
 Daytona Beach, FL 32114-4514
 386-238-8383
 File Number: 2832-21

Parcel Identification No. 3136-01-01-0020

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 18th day of May, 2021 between Anthony Uanino and Catherine Uanino and Anthony Uanino and Catherine Uanino, husband and wife whose post office address is 3649 Christa Court, Ormond Beach, FL 32174 of the County of Volusia, State of Florida, grantor*, and RidgeHaven, LLC, a Florida limited liability company whose post office address is 123 Magnolia Avenue, Daytona Beach, FL 32114 of the County of Volusia, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

PART OF BLOCK 40 AND PART OF AN UNNAMED 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF LOT 16, BLOCK 40, REVISED PLAT OF SAID NATIONAL GARDENS, RUN THENCE N40°18'58"E ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF GOWER STREET, A 60 FOOT STREET AS CURRENTLY OCCUPIED AND ESTABLISHED FOR A DISTANCE OF 396.88 FEET; THENCE S02°05'06"E ALONG THE SOUTHERLY PROJECTION OF THE EASTERLY LINE OF SAID GOWER STREET FOR A DISTANCE OF 385.02 FEET TO THE NORTHERLY LINE OF ADDISON DRIVE, A 60 FOOT RIGHT OF WAY; THENCE S87°58'56"W ALONG SAID NORTHERLY LINE OF ADDISON DRIVE FOR A DISTANCE OF 166.84 FEET TO THE NORTHEASTERLY LINE OF ATLANTIC ROAD, A 60 FOOT RIGHT OF WAY; THENCE N49°46'19"W ALONG SAID NORTHEASTERLY LINE OF ATLANTIC ROAD FOR A DISTANCE OF 136.29 FEET TO THE POINT OF BEGINNING.

Subject to taxes for the year 2021 and all subsequent years.

Subject to easements, restrictions, conditions, and reservations of record, if any, the mention of which shall not serve to reimpose the same.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

Exhibit "B"
Page 7 of 12

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Robin C. Schmidt
Witness Name: Robin C. Schmidt

Anthony Uanino (Seal)
Anthony Uanino

Jane Garcia
Witness Name: Jane Garcia

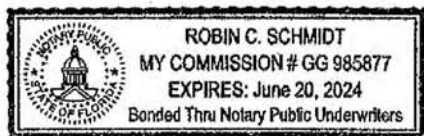
Catherine Uanino (Seal)
Catherine Uanino

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of May, 2021 by Anthony Uanino and Catherine Uanino, who ☒ are personally known or ☐ have produced a driver's license as identification.

[Notary Seal]

Robin C. Schmidt
Notary Public



Printed Name: _____

My Commission Expires: _____

WARRANTY DEED (STATUTORY FORM -- §689.02, F.S.)

This Indenture, made this 14th day of November, 2007,

Between **JOHN COLLINS**, a married person, whose post office address is 4000 Old Dixie Highway, Ormond Beach, Volusia County, Florida, GRANTOR*, and **SNILLOC FAMILY LIMITED PARTNERSHIP NUMBER ONE, a Florida limited partnership**, whose post office address is 150-A South Palmetto Avenue, Daytona Beach, Volusia County, Florida 32174, GRANTEE*

(Reserved for use by the Clerk of the Court)

GRANTEE'S FEDERAL I.D. NO.:

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in Volusia County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

The property described herein is vacant and unimproved and is not the homestead of, nor contiguous to the homestead of, the Grantor.

Subject to taxes for the year of closing and subsequent years.

Property Appraiser's Parcel ID Number: 3136-01-01-0011

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


J. Doyle Tumbleson


John Collins


pam clifton

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of November, 2007 by John Collins, who is personally known to me and did not take an oath.


J. Doyle Tumbleson

NOTARY PUBLIC
COMMISSION EXPIRATION: SEAL

Prepared by: J. Doyle Tumbleson
Return to: KINSEY, VINCENT, PYLE, LLC
150 South Palmetto Avenue, Box A
Daytona Beach, Florida 32114

 J. Doyle Tumbleson
Commission # DD262132
Expires: DEC. 19, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "A"

Exhibit "B"

Page 9 of 12

LEGAL DESCRIPTION

PARCEL 1:

All of Blocks 1, 2, 26, 27, 28, 29, 30, 31, 32, 33, 41, 42, 43 and 44, REVISED PLAT OF NATIONAL GARDENS, as recorded in Map Book 10, Pages 250 through 253, Public Records of Volusia County, Florida.

PARCEL 2:

All of Lots 4, 5, 6 & 7, Block 3; all of Lots 4, 5 & 6, Block 4; all of Lots 4, 5, 6 & 7, Block 5; all of Lots 4, 5, 6 & 7, Block 22; all of Lots 1, 2, 3, 4 & 5, Block 23; all of Lots 4, 6 & 7, Block 24; all of Lots 1, 2 & 7, Block 25, REVISED PLAT OF NATIONAL GARDENS, as recorded in Map Book 10, Pages 250 through 253, Public Records of Volusia County, Florida.

PARCEL 3:

Parts of Lots 4, 5, 6 & 7, Block 6; and Parts of Lots 1 & 2, Block 22, REVISED PLAT OF NATIONAL GARDENS, as recorded in Map Book 10, Pages 250 through 253, Public Records of Volusia County, Florida, more fully described as follows:

Beginning at the Southeast corner of Lot 2, Block 22, of the aforesaid REVISED PLAT OF NATIONAL GARDENS, run South 87°58'56" West along the Southerly line of Lot 2, Block 22, a distance of 345.00 feet to the Easterly right of way of Hammond Street, a 60 foot partially opened right of way; thence North 02°05'06" West along said Easterly line of Hammond Street and along the Easterly right of way line of the proposed Plantation Oaks Boulevard, a 100 foot right of way as currently planned, a distance of 19.33 feet to a point of curvature of a curve concave Southeasterly; thence along said curve to the right having a radius of 1096.00 feet, a central angle of 26°52'48", a chord bearing of North 11°21'17" East for an arc distance of 514.18 feet to the point of tangency thereof; thence North 24°47'41" East and continuing along said planned right of way a distance of 31.37 feet to the Northerly line of Lot 4, Block 6; thence North 87°58'56" East along said Northerly line of Lot 4, Block 6 a distance of 212.40 feet to the Northeast corner of said Lot 4, Block 6; thence South 02°05'06" East along the Easterly lines of Lots 4, 5, 6 & 7, Block 6, and the Easterly lines of Lots 1 & 2, Block 22, a distance of 540 feet to the Southeast corner of Lot 2, Block 22, and the POINT OF BEGINNING.

PARCEL 4:

Block 40, REVISED PLAT OF NATIONAL GARDENS, as recorded in Map Book 10, Pages 250 through 253, Public Records of Volusia County, Florida;

Less and except the following described portion thereof:

Beginning at the Westerly corner of Lot 16, Block 40, REVISED PLAT OF NATIONAL GARDENS, as recorded in Map Book 10, Pages 250 through 253, Public Records of Volusia County, Florida, run thence N40°18'58"E along the Southeasterly right of way line of Gower Street, a 60 foot street as currently occupied and established, a distance of 396.88 feet; thence S02°05'06"E along the Southerly projection of the Easterly line of said Gower Street a distance of 385.02 feet to the Northerly line of Addison Drive, a 60 foot right of way; thence S87°58'56"W along said Northerly line of Addison Drive a distance of 166.84 feet to the Northeasterly line of Atlantic Road, a 60 foot right of way; thence N49°46'19"W along said Northeasterly line of Atlantic Road a distance of 136.29 feet to the POINT OF BEGINNING.

This instrument was prepared by:
Name: Ronald N. Johnson
Attorney-at-Law
Address: 326 So. Grandview Ave.
Daytona Beach, FL 32118
Return to:
Name: Ronald N. Johnson
Address: 326 S. Grandview Avenue
Daytona Beach, FL 32118
Grantee #1 S.S. No. [REDACTED]
Grantee #2 S.S. No. [REDACTED]
Property Appraiser's
Parcel Identification No.
3136-01-23-0060

09/01/1999 15:20
Doc stamps 91.70
(Transfer Amt \$ 131.00)
Instrument # 99178164
Book: 4472
Page: 967

7.B.C

Exhibit "B"
Page 10 of 12

WARRANTY DEED

THIS INDENTURE,

Made this 27th day of August, 1999,

Between

Emilio Cirelli, ,

whose post office address is 354 Pinewoods Road, Ormond Beach, Florida 32174,

GRANTOR(S),

and

DENNIS H. WEEKS, a single man,

whose post office address is 1968 Fairland Road, Ormond Beach, Florida,

GRANTEE(S),

WITNESSETH: That said grantor, for and in consideration of the sum of TEN and NO/100 (\$10.00) Dollars, and other good and valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantees, and grantees' heirs, successors and assigns forever, the following described land, situate, lying and being in Volusia County, State of Florida, to wit:

Lots 6 and 7, Block 23, Nation Gardens, as per map as recorded in Map Book 10,
Pages 250 through 253, inclusive, of the Public Records of Volusia County, Florida.

The Grantor warrants this is not his homestead nor is it contiguous thereto.

SUBJECT TO THE FOLLOWING:

1. Taxes for the year 1999 and subsequent years.
2. Covenants, restrictions, easements of record, if any.

Exhibit "B"

Page 11 of 12

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "Grantee" are used for singular or plural, as context requires

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Ronald N. Johnson
Witness

Ronald N. Johnson
Printed name of Witness

Kelly E. Slofield
Witness

Kelly E. Slofield
Printed name of Witness

Emilio Cirelli
Grantor - Emilio Cirelli

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of August, 1999 by Emilio Cirelli, who is personally known to me or who has produced _____ as identification

(Seal)

RONALD N. JOHNSON
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. SEPT. 5, 2000
COMM. # CC 571087
Bonded By Service Insurance

Ronald N. Johnson
Notary Public
My commission expires:

This Warranty Deed

Made this 2nd day of February A.D. 2001
by Reva E. Shader, a single woman and Donna Beth
Shader nka Donna Beth Render, as successor Trustee of
The Trust Number 100 dated April 15, 1982 aka The
Charles A. Shader Trust Number One dated April 15, 1982
hereinafter called the grantor, to as amended
Dennis Weeks

02/07/2001 14:04
Doc stamps 48.30
(Transfer Amt \$ 6900)
Instrument # 2001-023072
Book: 4642
Page: 3706
Diane M. Matousek
Volusia County, Clerk of Court

Exhibit "B"

Page 12 of 12

whose post office address is:
1968 Fairland Road
Ormond Beach, Florida 32174
Grantees' Tax Id # :

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises,
releases, conveys and confirms unto the grantee, all that certain land situate in Volusia
County, Florida, viz:

Lot 5, Block 24, National Gardens, according to the map or plat
thereof, as recorded in Map Book 6, page 237, of the Public
Records of Volusia County, Florida.

SUBJECT TO Covenants, restrictions, easements of record and taxes for
the current year. Said property is not the homestead of the
Grantor(s) under the laws and constitution of the State of Florida in
that neither Grantor(s) or any members of the household of Grantor(s)
reside thereon.

Parcel Identification Number: 3136-01-24-0050

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants
the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is
free of all encumbrances except taxes accruing subsequent to December 31, 2000

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above
written.

Signed, sealed and delivered in our presence:

[Signature]
Name:

Reva E. Shader
Name & Address: Reva E. Shader LS

D. L. QUALLS II
Name:

Donna Beth Shader nka Donna Beth Render
Name & Address: Donna Beth Shader nka Donna
Beth Render, as successor
Trustee LS

[Signature]
Name:

Name & Address: LS

Marcos Pagan
Name:

Name & Address: LS

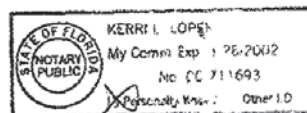
State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 1 day of February, 2001, by
Reva E. Shader, a single woman and Donna Beth Shader nka Donna Beth Render, as
successor Trustee of the Trust Number 100 dated April 15, 1982 aka The Charles A.
Shader Trust Number One dated April 15, 1982 as amended
who is personally known to me or who has produced drivers license as identification.

Kern L. Loper
Notary Public
Print Name: Kern L. Loper
My Commission Expires: 1-28-02

PREPARED BY: Surfside Title Services, Inc.

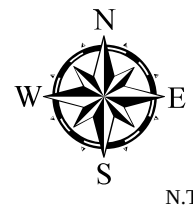
RECORD & RETURN TO:
Surfside Title Services, Inc.
220 Dunlawton Avenue
Port Orange, Florida 32127
File No: 08547

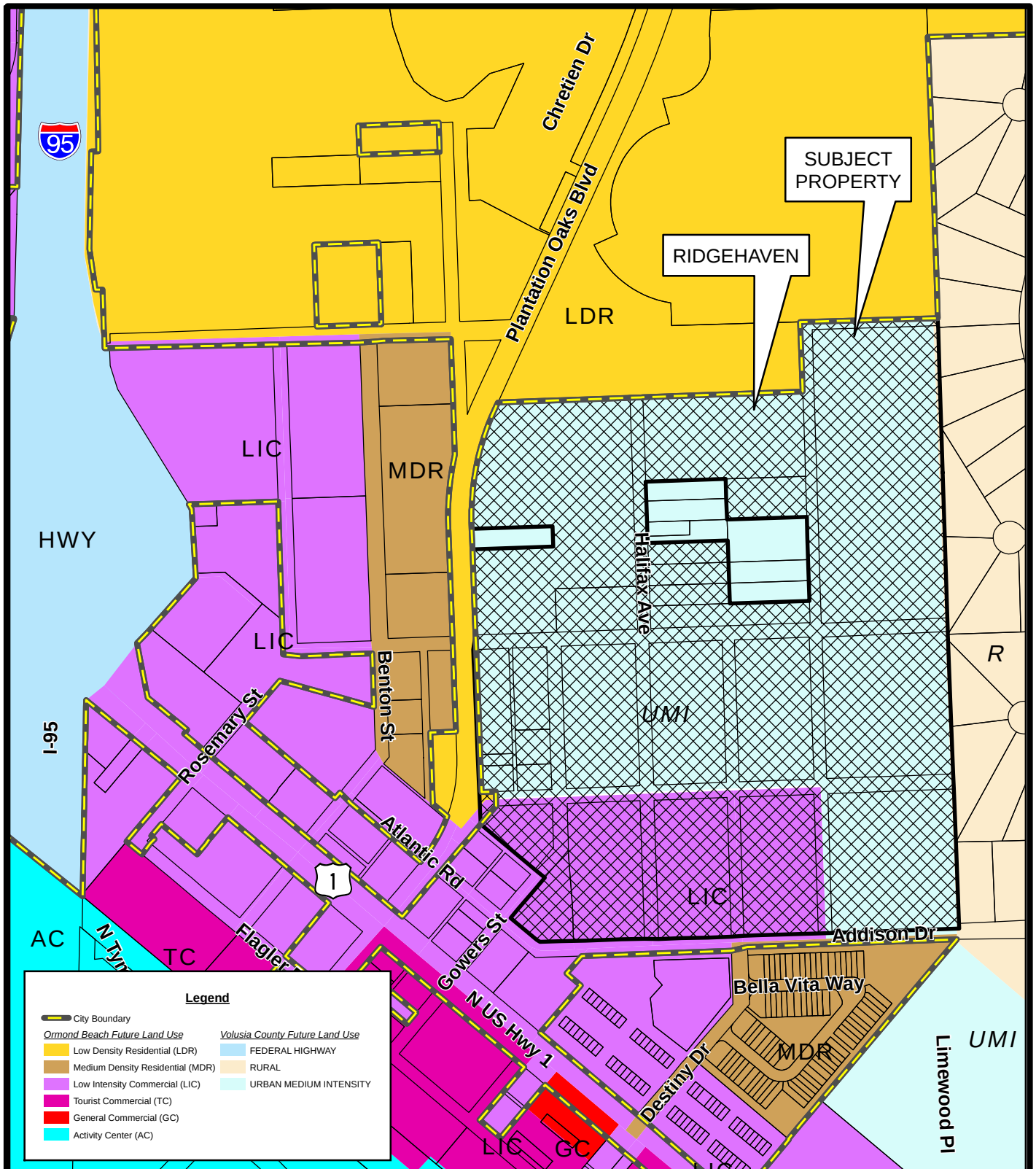




AERIAL MAP RIDGEHAVEN

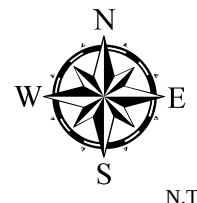
Prepared By: The City of Ormond Beach
G.I.S. Department - December 3, 2021

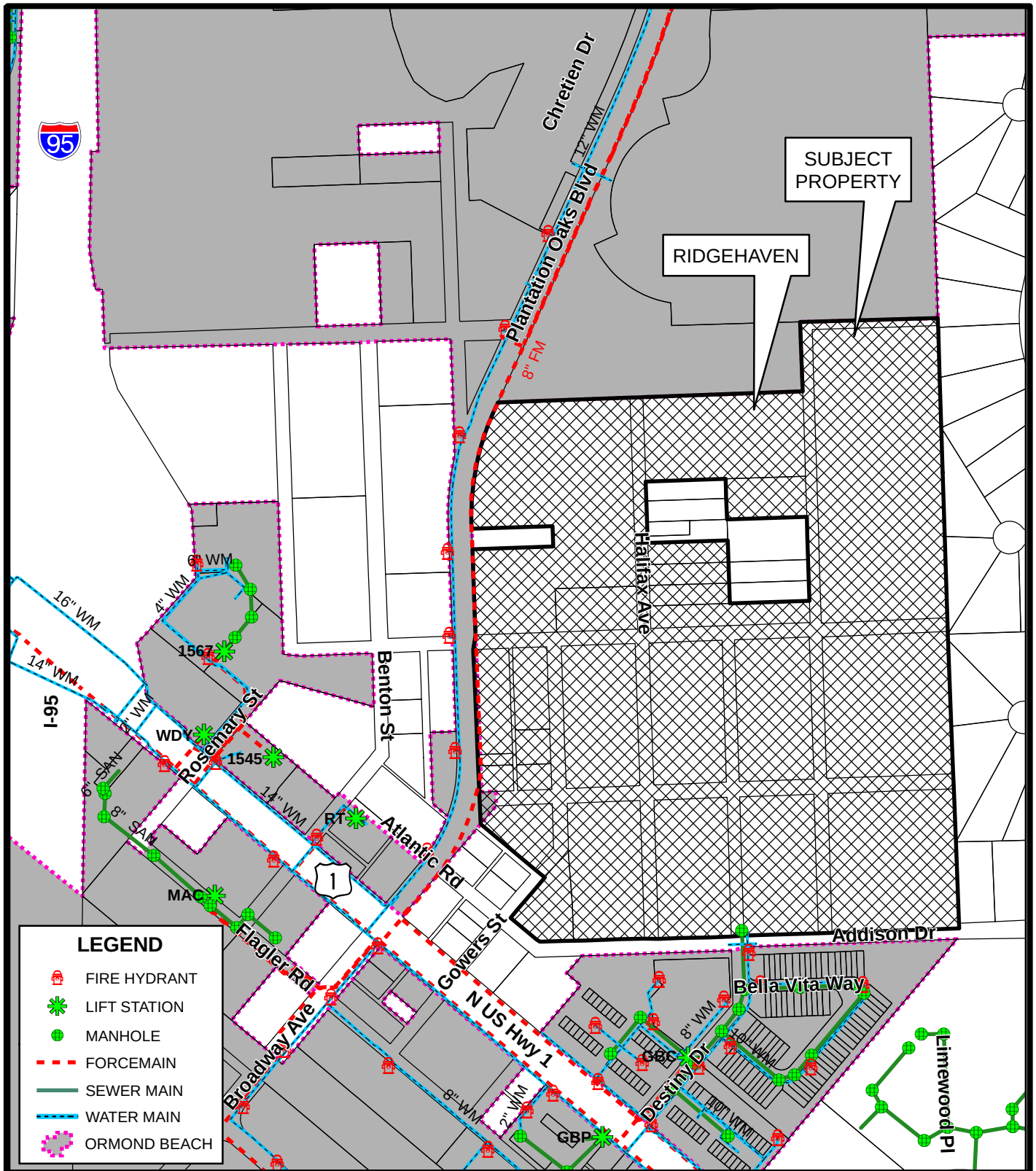




FUTURE LAND USE MAP RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - December 3, 2021



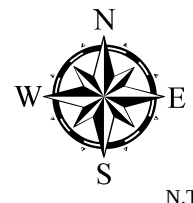
**LEGEND**

- FIRE HYDRANT
- LIFT STATION
- MANHOLE
- FORCEMAIN
- SEWER MAIN
- WATER MAIN
- ORMOND BEACH

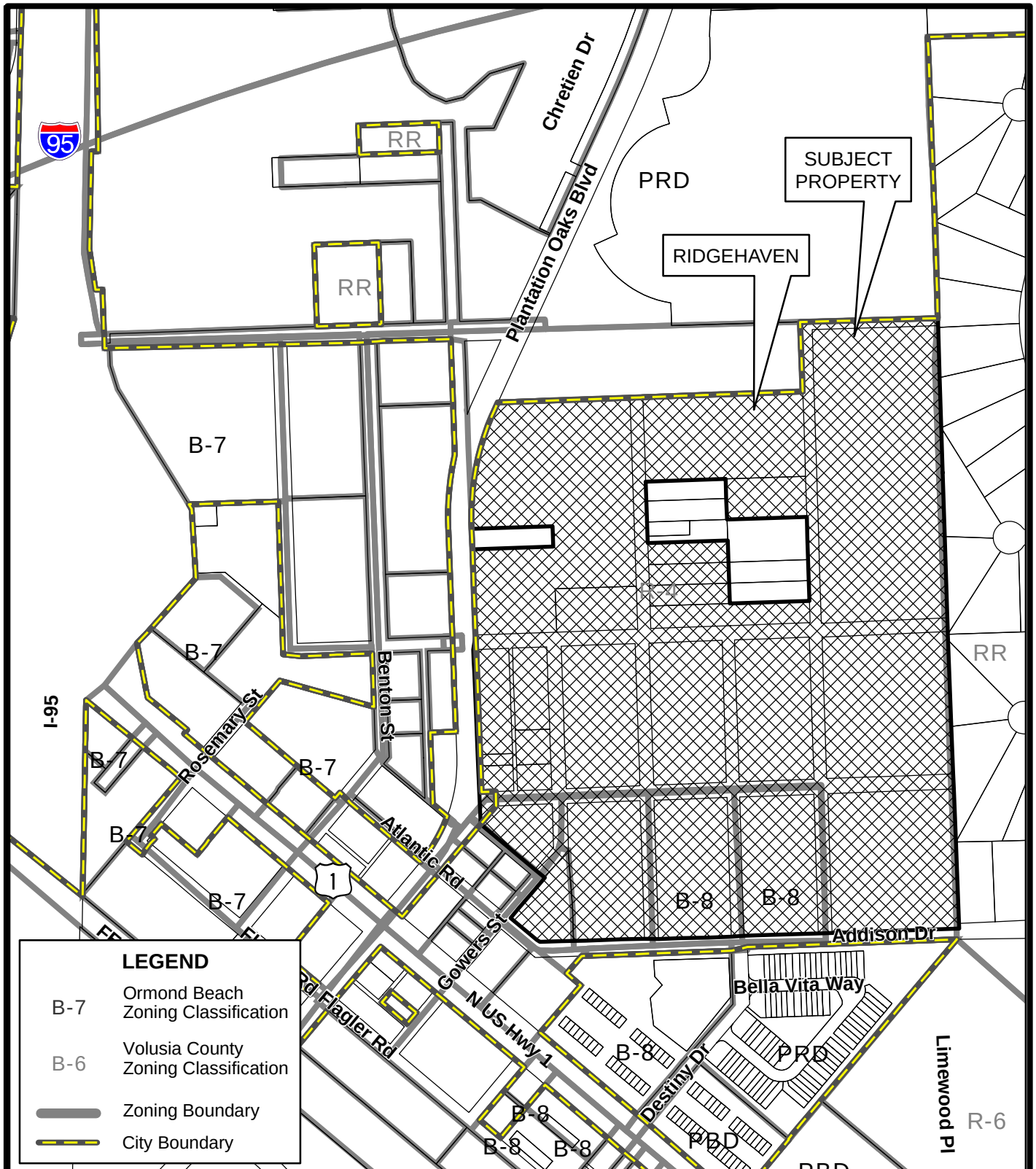


UTILITIES MAP RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - December 3, 2021

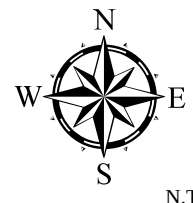


N.T.S.



ZONING MAP RIDGEHAVEN

Prepared By: The City of Ormond Beach
G.I.S. Department - December 3, 2021



This instrument was prepared by:
 Name: Ronald N. Johnson
 Attorney-at-Law
 Address: 326 So. Grandview Ave.
 Daytona Beach, FL 32118
 Return to:

Name Ronald N. Johnson
 Address 326 S. Grandview Avenue
Daytona Beach, FL 32118
 Grantee #1 S.S. No.
 Grantee #2 S.S. No.
 Property Appraiser's
 Parcel Identification No.
3136-01-23-0060

09/01/1999 15:20
 Doc stamps 91.70
 (Transfer Amt \$ 131.00)
 Instrument # 99178164
Book: 4472
Page: 967

WARRANTY DEED

THIS INDENTURE,

Made this 27th day of August, 1999,

Between

Emilio Cirelli, ,

whose post office address is 354 Pinewoods Road, Ormond Beach, Florida 32174,

GRANTOR(S),

and

DENNIS H. WEEKS, a single man,

whose post office address is 1968 Fairland Road, Ormond Beach, Florida,

GRANTEE(S),

WITNESSETH: That said grantor, for and in consideration of the sum of TEN and NO/100 (\$10.00) Dollars, and other good and valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantees, and grantees' heirs, successors and assigns forever, the following described land, situate, lying and being in Volusia County, State of Florida, to wit:

Lots 6 and 7, Block 23, Nation Gardens, as per map as recorded in Map Book 10,
 Pages 250 through 253, inclusive, of the Public Records of Volusia County, Florida.

The Grantor warrants this is not his homestead nor is it contiguous thereto.

SUBJECT TO THE FOLLOWING:

1. Taxes for the year 1999 and subsequent years.
2. Covenants, restrictions, easements of record, if any.

Diane M. Matousek

Volusia County, Clerk of Court

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "Grantee" are used for singular or plural, as context requires

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Ronald N. Johnson
Witness

Ronald N. Johnson
Printed name of Witness

[Signature]
Witness

Kelly E. Scofield
Printed name of Witness

Emilio Cirelli
Grantor - Emilio Cirelli

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of August, 1999 by Emilio Cirelli, who is personally known to me or who has produced _____ as identification

(Seal)

RONALD N. JOHNSON
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. SEPT. 5, 2000
COMM. # CC 571087
Bonded By Service Insurance

Ronald N. Johnson
Notary Public

My commission expires: